



## TUALATIN CITY COUNCIL MEETING

MONDAY, MARCH 28, 2022

JUANITA POHL CENTER  
8513 SW TUALATIN ROAD  
TUALATIN, OR 97062

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

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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, March 28. These statements will be included in the official meeting record, but not read during the meeting.

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

Phone: +1 669 900 6833

Meeting ID: 861 2129 3664

Password: 18880

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

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### Work Session

- 1. 5:00 p.m. (60 min) – Washington County Major Streets Transportation Improvement Program (MSTIP) Update and Draft Project Evaluation Criteria.** Representatives from Washington County will present an overview of the Major Streets Transportation Improvement Program (MSTIP). This includes a description of the processes for submission, evaluation, and selection of projects for the next round of funding in the years 2023-2028. This update will also include an overview of draft criteria for consideration by the County Board of Commissioners that would be used to evaluate project candidates.
- 2. 6:00 p.m. (30 min) – Parks & Recreation Department's Equity and Inclusion Plan.** In June of 2020, the Parks & Recreation Department began the process of creating an Equity and Inclusion Plan. The development of this plan was based on findings from the Parks and Recreation Master Plan (adopted 2019) and the Tualatin City Council 2030 Vision. Tonight, the City Council will review the Parks & Recreation Equity and Inclusion Plan and Action Items.

- 3. 6:30 p.m. (30 min) – Council Meeting Agenda Review, Communications & Roundtable.** Council will review the agenda for the March 28<sup>th</sup> City Council meeting and brief the Council on issues of mutual interest.
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## **7:00 P.M. CITY COUNCIL MEETING**

### **Call to Order**

### **Pledge of Allegiance**

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

### **Announcements**

1. Proclamation Declaring April 2022 as Arbor Month in the City of Tualatin
2. Proclamation Declaring April 3-9, 2022 as National Library Week in the City of Tualatin
3. Recognition of Tualatin Arts Advisory Committee Member Buck Braden

### **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 March 14, 2022
2. Consideration of Approval of Late Liquor License Renewals for 2022
3. Consideration of Approval of a New Liquor License Application for Brix Tavern South LLC dba Brix Tavern
4. Consideration of **Resolution No. 5608-22** Authorizing the City Manager to Execute a Purchase and Sale Agreement for the Acquisition of Real Property Located at 23515 SW Boones Ferry Road and to Seek Metro Local Share Grant Funds for the Purchase of Said Property
5. Consideration of **Resolution No. 5610-22** Authorizing Modifications to the Employment Agreement with the City Manager

## Special Reports

- [1.](#) Tualatin Park Advisory Committee Annual Report
- [2.](#) Tualatin Library Advisory Committee Annual Report

## General Business

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

- [1.](#) Consideration of **Resolution No. 5609-22** Authorizing the City Manager to Execute a Memorandum of Understanding Between the Tigard-Tualatin School District, City of Tualatin, and City of Tigard to Develop a Strategy for Joint Operations and Use of Sports and Athletic Fields
- [2.](#) Consideration of **Resolution No. 5607-22** Establishing a Working Group for the Proposed Core Opportunity and Reinvestment Area in the I-5 Corridor (CORA)
- [3.](#) Consideration of Recommendations from the Council Committee on Advisory Appointments

## Items Removed from Consent Agenda

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

## Council Communications

## Adjournment

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Meeting materials, including agendas, packets, public hearing and public comment guidelines, and Mayor and Councilor bios are available at [www.tualatinoregon.gov/council](http://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](http://www.tvctv.org/tualatin).

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



*City of Tualatin*

## CITY OF TUALATIN Staff Report

**TO:** Honorable Mayor and Members of the City Council  
**THROUGH:** Sherilyn Lombos, City Manager  
**FROM:** Mike McCarthy P.E., Principal Transportation Engineer  
**DATE:** March 28, 2022

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**SUBJECT:**

Washington County Major Streets Transportation Improvement Program (MSTIP) Update and Draft Project Evaluation Criteria

**EXECUTIVE SUMMARY:**

Representatives from Washington County will present an overview of the Major Streets Transportation Improvement Program (MSTIP). This includes description of the processes for submission, evaluation, and selection of projects for the next round of funding in the years 2023-2028. This update will also include an overview of draft criteria for consideration by the County Board of Commissioners that would be used to evaluate project candidates.

More information about the program can be found at:

[Major Streets Transportation Improvement Program \(MSTIP\) \(washington.or.us\)](https://www.washington.or.us/mstip)



# MSTIP '23-'28

Proposed Evaluation Metrics  
and Call for Projects

MAJOR STREETS  
TRANSPORTATION  
IMPROVEMENT PROGRAM

| March 28, 2022

Land Use & Transportation

[www.co.washington.or.us](http://www.co.washington.or.us)

# → Presentation overview

MSTIP Overview

Community engagement

Proposed evaluation metrics

Next steps

 **MSTIP '23-28**

**What's important to you?**

*“Riding to work on 124th Avenue is fantastic!  
I love feeling safe on my rides to and  
from work.”*

*— Stephanie Clark, PGE*

**MSTIP: 124th Avenue Extension  
Completed 2019**



# What is MSTIP?

The Major Streets Transportation Improvement Program (MSTIP) is an innovative program to pay for road improvements. MSTIP improves our transportation system for bicyclists, pedestrians, drivers and bus riders.

Property taxes fund MSTIP. MSTIP has paid for more than 150 projects totaling \$900 million since 1986.

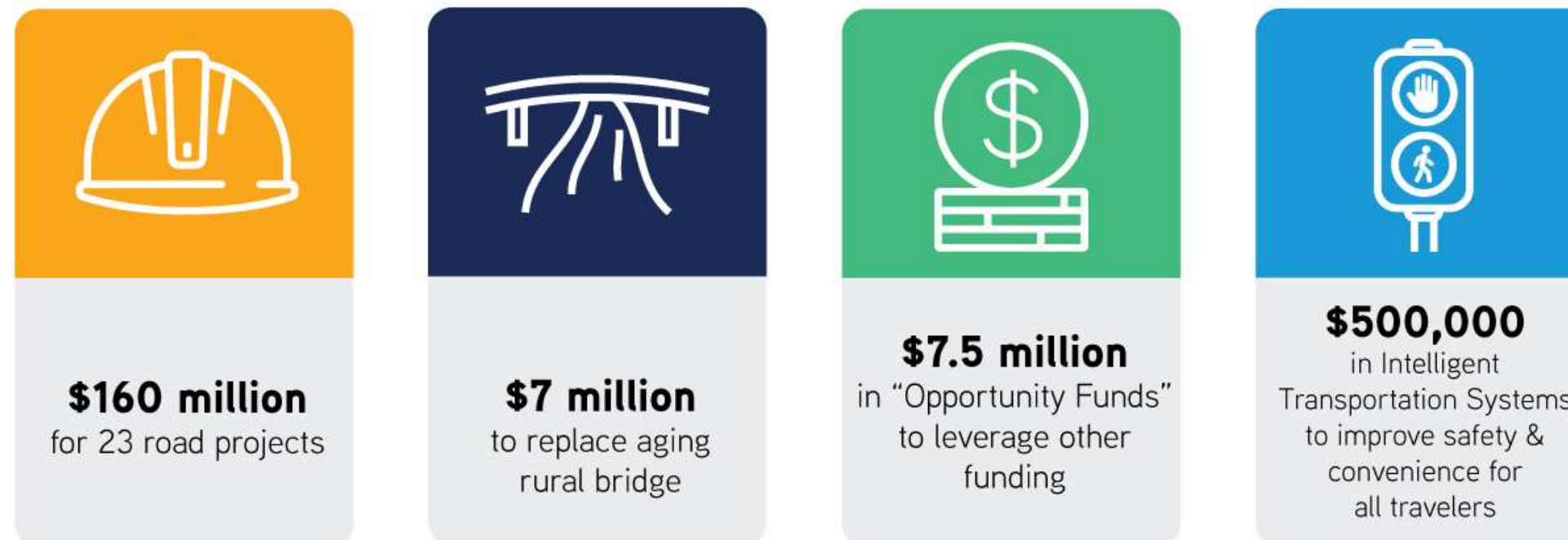
The Washington County Coordinating Committee recommends MSTIP projects to the Washington County Board of Commissioners for approval on five-year cycles.

# → MSTIP '23-'28

The MSTIP 23-28 Funding Cycle will allocate about \$160 million for road projects both inside cities (incorporated areas) and outside cities (unincorporated areas) in Washington County.

MSTIP projects must meet the needs of all travelers and be on a major street used by many travelers.

## MSTIP 3e funding cycle (2018-2023)





# → Project timeline

## **MSTIP '23-'28** **Funding Allocation Timeline**





# What is a “major street”?

**The short answer:** A major street has a yellow traffic line down the middle

**The longer answer:** Major streets are those that have a lot of vehicle, truck, bus, bicycle and pedestrian traffic. These streets usually lead to popular locations for shopping, visiting or working. Our planners describe major streets as:

- Arterials: Streets that link to other busier streets that include popular destinations
- Collectors: “Collect” traffic from nearby local roads and connect to arterials

Board of County Commissioners has acknowledged a map of the eligible major streets, based on recommendation of the mayors of Washington County



# Road Classifications

## Local:

Lowest traffic and lowest speed road; provides access to a neighborhood or business, connecting to neighborhood routes and collectors.

## Neighborhood Route:

Residential streets in urban neighborhoods that connect to nearby collectors.

## Collector:

"Collects" traffic from adjacent local roads, connecting to arterials or community centers.

## Arterial:

Primarily for through traffic; usually a continuous route linking principal arterials with major employment centers and other designations.

## Principal Arterial:

High-traffic, long roads such as freeways and highways that often travel through different jurisdictions.

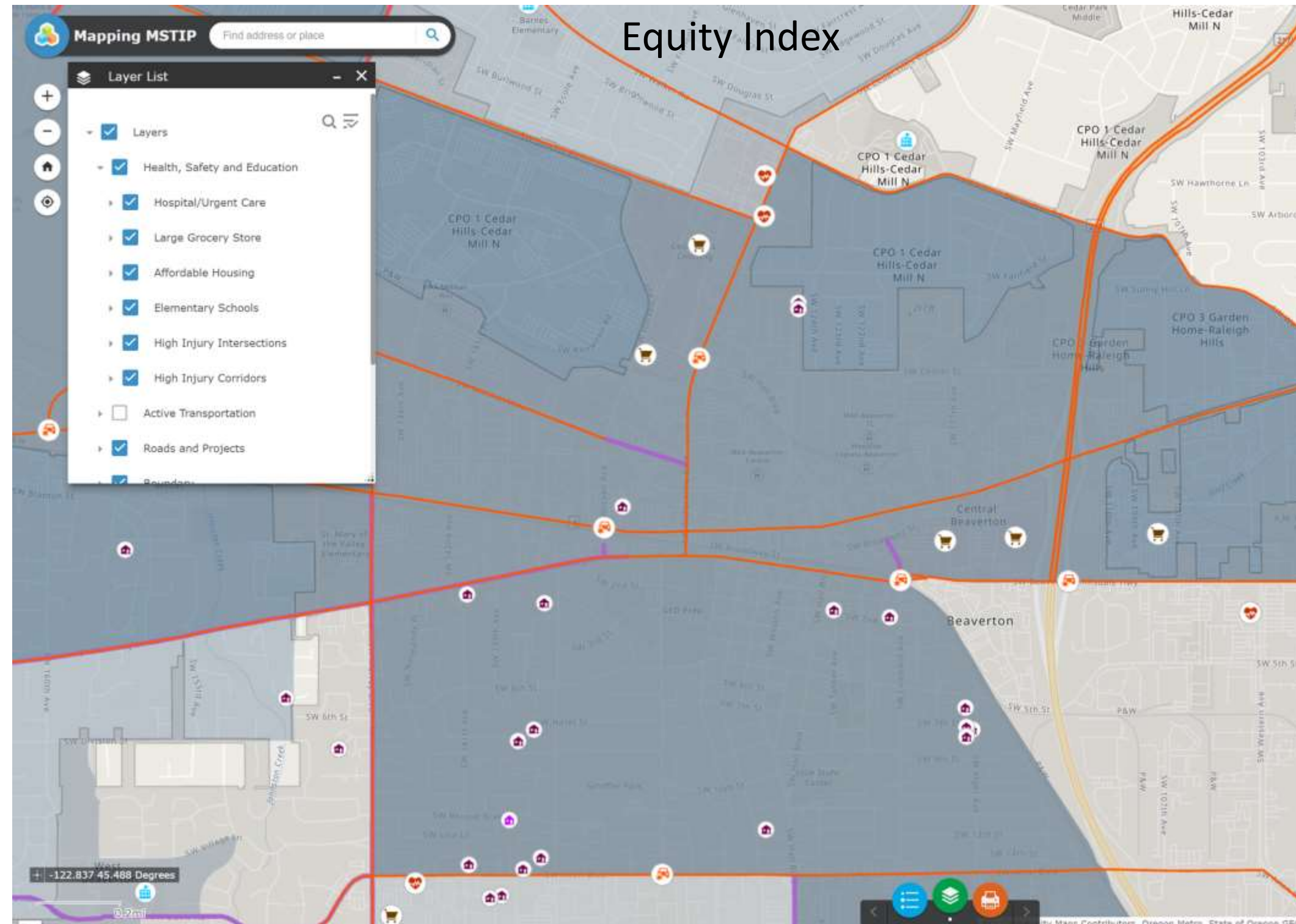


# → What's new this time?

## Two stages of community engagement

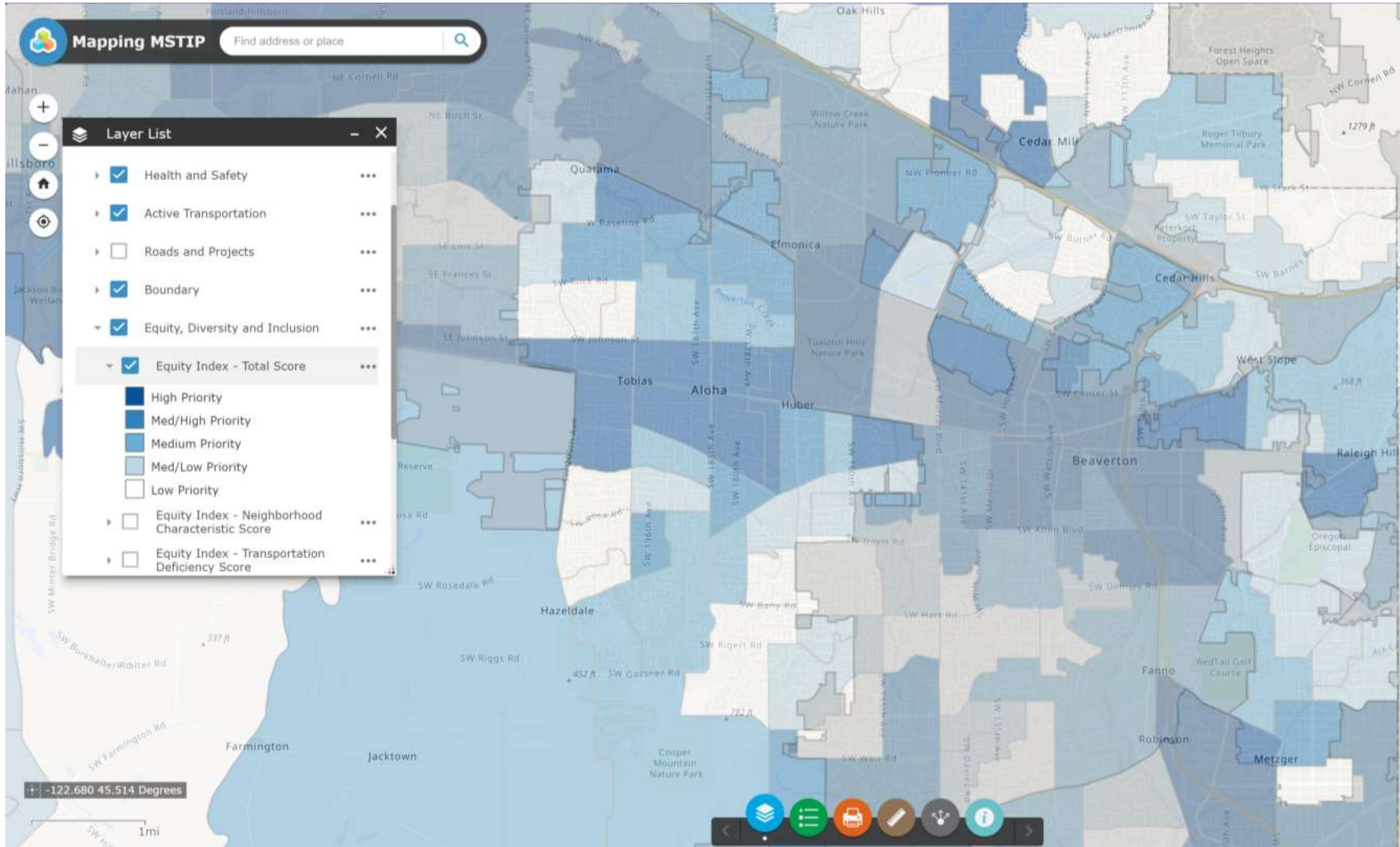
- What's important to you?
- What do you think of the proposed projects?

## Equity Framework





# Mapping MSTIP – Equity Index



# → MSTIP desired outcomes

- Equity
- Safety
- Economic Vitality
- Livability
- Natural Environment





# Community engagement

What transportation topics are important to the community?

- Online open house – mid-Jan. through mid-Feb.
- Listening Sessions, recruited through our Culturally Specific Community-Based Organizations (one in Spanish) – Jan. 25 & 26
- Focus groups recruited through Bienestar, Muslim Educational Trust, Centro Cultural – Feb. 12 and 16, March 26
- Stakeholder interviews – ongoing and available on request



# What we've heard from the community

## What's important to you for future transportation projects?

- Bicycle and pedestrian safety, specifically sidewalk and bike lane gaps and improvements to street lighting
- Increase safe access to important locations
- Limit the effects of air pollution
- Concerns with high-growth areas causing more traffic and delay on heavily used primary routes
- More transit service and better access to transit, with a focus on communities who face the greatest transportation challenges



# → Evaluation metrics technical development

Technical Workgroup (city & county transportation staff, Clean Water Services, Health and Human Services Public Health division)

Washington County Coordinating Committee Transportation Advisory Committee (transportation staff from cities and County)

Washington County Coordinating Committee (mayors and one County commissioner)





# Proposed evaluation metrics

Evaluation Metric	Outcome Addressed
Reduces barriers and disparities faced by historically excluded communities	<ul style="list-style-type: none"><li>☒ Equity</li><li>☒ Economic Vitality</li><li>☒ Livability</li></ul>
Improves equitable access to centers, jobs, schools, and essential community places/services, particularly for members of historically excluded communities	<ul style="list-style-type: none"><li>☒ Equity</li><li>☒ Safety</li><li>☒ Economic Vitality</li><li>☒ Livability</li></ul>
Increases equitable opportunities for walking and bicycling	<ul style="list-style-type: none"><li>☒ Equity</li><li>☒ Safety</li><li>☒ Natural Environment</li><li>☒ Livability</li></ul>
Increases equitable access to transit	<ul style="list-style-type: none"><li>☒ Equity</li><li>☒ Economic Vitality</li><li>☒ Natural Environment</li><li>☒ Livability</li></ul>



# Proposed evaluation metrics

Evaluation Metric	Outcome Addressed
Increases vehicle travel reliability	<input checked="" type="checkbox"/> Safety <input checked="" type="checkbox"/> Economic Vitality <input checked="" type="checkbox"/> Livability
Improves safety for all travelers	<input checked="" type="checkbox"/> Safety <input checked="" type="checkbox"/> Economic Vitality <input checked="" type="checkbox"/> Livability
Enhances the built or natural environment or improves climate resiliency	<input checked="" type="checkbox"/> Natural Environment <input checked="" type="checkbox"/> Livability
Brings additional funding to Washington County	<input checked="" type="checkbox"/> Economic Vitality

# → Next steps

April 5: Board confirms evaluation metrics

**April 6 – May 3: Call for projects**

Summer: Community engagement on project list

**MSTIP '23-28**

**What's important to you?**

*“We support a street and trail network that is safe, accessible to all, promotes physical activities and reduces congestion. We appreciate how MSTIP projects make this a reality.”*

*— Fire Chief Deric Weiss  
Tualatin Valley Fire & Rescue*

**MSTIP: Farmington Road  
Completed 2017**



# Questions?

Erin Wardell, Principal Planner

[Erin\\_Wardell@co.washington.or.us](mailto:Erin_Wardell@co.washington.or.us)



Land Use & Transportation  
[www.co.washington.or.us](http://www.co.washington.or.us)



*City of Tualatin*

## CITY OF TUALATIN Staff Report

**TO:** Honorable Mayor and Members of the City Council  
**THROUGH:** Sherilyn Lombos, City Manager  
**FROM:** Julie Ludemann, Recreation Manager  
**DATE:** March 28, 2022

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**SUBJECT:**  
Parks & Recreation Department's Equity and Inclusion Plan

**RECOMMENDATION:**  
Review presentation and discuss.

**EXECUTIVE SUMMARY:**  
In June of 2020, the Parks & Recreation Department began the process of creating an Equity and Inclusion Plan. The development of this plan was based on findings from the Parks and Recreation Master Plan (adopted 2019) and the Tualatin City Council 2030 Vision.

Tonight, the City Council will review the Parks & Recreation Equity and Inclusion Plan and Action Items.

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**ATTACHMENTS:**

- PowerPoint Presentation
- Parks & Recreation Equity and Inclusion Plan

City of Tualatin  
Parks and Recreation Department



Lake at the Tualatin Commons

# Equity and Inclusion Plan







Splash Pad at the Tualatin Commons

# TUALATIN CITY COUNCIL 2030 VISION

An inclusive community that promotes access, diversity, and equity in creating a high quality of life for everyone.

# PARKS & RECREATION MASTER PLAN GOAL

Activate parks and facilities through vibrant programs, events, and recreation opportunities for people of different ages, abilities, cultures, and interests.

# PLAN DEVELOPMENT TIMELINE



Active Adult Recreation Trip

# 2020

# STAGE 1

June - July

July

Fall

Staff development of initial goals and objectives:

Internal first draft plan developed:

First Round of committee presentations, including feedback, input and edits:

- Tualatin Library Advisory Committee
- Tualatin Youth Advisory Council
- Tualatin Parks Advisory Committee
- Tualatin Arts Advisory Committee

External partner presentations/review including feedback, input and edits:

- Metro Parks and Nature
- Tigard-Tualatin School District
- Tualatin Riverkeepers
- Willowbrook Arts Camp Board of Directors
- Tualatin Historical Society Board of Directors
- Youth sports groups-Boards of Directors

Second Round of Committee input and edits, and Stage 1 approval:

- Tualatin Youth Advisory Council
- Tualatin Parks Advisory Committee
- Tualatin Arts Advisory Committee

# 2021

Spring/Summer

Winter

# 2021

# STAGE 2

Hire consultant to lead external engagement

Develop practices, action items and measurable outcomes/work plan

City Committee feedback, input, edits and Stage 2 approval

Tualatin Parks & Recreation Committee Final Approval



Tualatin Commons



Tualatin Commons Splash Pad

## PURPOSE STATEMENT/ STATEMENT OF INTENT

The City of Tualatin Parks and Recreation Department is committed to creating and promoting equity and inclusion across all public art, public spaces, places, facilities, and programs that the department owns or manages.

Through this Equity and Inclusion Plan and supporting action and practices, we aim to ensure that everyone, including historically marginalized minority, low-income earning, and/or limited English proficiency communities have access to the benefits of quality parks and recreation programming, facilities, parks, public spaces, and natural areas.



Tualatin Community Park

## POLICY GOALS

The Equity and Inclusion Plan outlines The City of Tualatin Parks and Recreation Department's approach to ensuring inclusive environments and equitable opportunities for all community members in local parks and recreation. This policy applies to all community members, staff, and sites within the City of Tualatin Parks and Recreation Department.

# GOAL 1

Tualatin Parks and Recreation Department hires, trains, and promotes its workforce equitably.

- Invest in continuing education and inclusive staff culture
- Encourage staff to participate on the City's and Regional diversity, equity and inclusion (DEI) workgroups and teams
- Strengthen the diversity of the workforce and volunteers
- Build department capacity for multiple language proficiency



Viva Tualatin Celebration at Tualatin Community Park

# GOAL 2

Tualatin Parks and Recreation Department meaningfully engages historically marginalized communities.

- Support and strengthen participation of all community members within engagement processes
- Strengthen representation on committees by all people including those with differing abilities, race, age, culture, sexual orientation, gender identity, language, income, religion, or country of origin
- Invest in equitable participation and engagement
- Honor indigenous and community connection to land

# GOAL 3

Tualatin Parks and Recreation Department creates safe and welcoming services, programs, parks, and public spaces.

- Develop a plan to promote accessibility and eliminate physical barriers (ADA) to participation in facilities and parks
- Provide equitable opportunities regardless of ability, race, age, culture, sexual orientation, gender identity, language, income, religion, or country of origin
- Promote inclusivity in the operations of park and recreation facilities and public spaces
- Ensure equitable prioritization, allocation, and use of parks, public spaces, and facilities
- Ensure all parks and active recreation areas are well designed and managed to promote safety

# GOAL 4

Tualatin Parks and Recreation Department allocates resources to advance racial equity and inclusion.

- Invest in programs, parks, facilities, natural areas, and open spaces equitably
- Develop, maintain, and monitor mechanisms that measure equitable investment

# GOAL 5

Tualatin Parks and Recreation Department consistently measures, regularly reports, and continuously improves equity and inclusion practices.

- Establish the organizational process for management and oversight
- Maintain ongoing monitoring of this plan's progress toward established goals and objectives

Tualatin Parks & Recreation  
Equity and Inclusion Plan

**Goal 1** Tualatin Parks & Recreation Department hires, trains, and promotes its workforce equitably

Objective	Action Item	Initiation Date	Action Item	Initiation Date	Action Item	Initiation Date
<b>Invest in continuing education and inclusive staff culture</b>	Require staff participation in at least one DEI educational opportunity per year	future action item				
<b>Encourage staff to participate in City's DEI workgroups</b>	Allow for space and paid time for staff to attend workgroups	2022				
<b>Strengthen diversity of workforce and volunteers</b>	Work with Human Resources department to identify and reduce barriers to application/employment	2022	Identify opportunities and organizations to increase job posting outreach	2022		
<b>Build department capacity for multiple language proficiency</b>	Include bilingual ability as a highly preferred skill in job postings	2022	Support staff opportunities for continuing education	2022		

**Goal 2** Tualatin Parks and Recreation Department meaningfully engages historically marginalized communities

Objective	Action Item	Initiation Date	Action Item	Initiation Date	Action Item	Initiation Date
<b>Support and strengthen participation of all community members within engagement processes</b>	Budget and plan additional time and resources for community outreach and engagement for all park planning and development projects	future action item				

<b>Strengthen representation on committees by all people including those with differing abilities, race, age, culture, sexual orientation, gender identity, language, income, religion, or country of origin</b>	Identify community leaders to assist with direct contact and recruitment of committee members	future action item	Research and identify barriers to participation	future action item	Propose solutions to reduce barriers to participation on committees	future action item
<b>Invest in equitable participation and engagement</b>	Provide information in multiple languages	2022	Provide outreach/marketing via text message or other alternate formats	2022		
<b>Honor indigenous and community connection to land</b>	Native lands acknowledgement at all public and committee meetings	future action item	Support the City's internal and external growth in this area	future action item		

**Goal 3 Tualatin Parks and Recreation Department creates safe and welcoming services, programs, parks, and public spaces**

<b>Objective</b>	<b>Action Item</b>	<b>Initiation Date</b>	<b>Action Item</b>	<b>Initiation Date</b>	<b>Action Item</b>	<b>Initiation Date</b>
<b>Develop a plan to promote accessibility and eliminate physical barriers to participation in facilities and parks</b>	Take specific actions on ADA Transition Plan each year by allocating funding in the annual budget process using funding from utility fee	future action item				
<b>Provide equitable opportunities regardless of ability, race, age, culture, sexual orientation, gender identity, language, income, religion, or country of origin</b>	Fund scholarship program and promote to all members of the community, hold percentage of available program spaces for scholarship applicants	2022	Hold programs and events in neighborhood parks and historically underserved areas	2022		



<b>Promote inclusivity in the operations of park and recreation facilities and public spaces</b>	Include art and imagery inclusive of diversity	future action item	Schedule staff (parks maintenance, park rangers) to ensure presence in historically underserved parks during peak use times	2022		
<b>Ensure equitable prioritization, allocation, and use of parks, public spaces, and facilities</b>	Development of joint prioritization and fee structure for use of sports fields with TTSD/ City of Tigard	2022	Ensure historically underserved areas and facilities are maintained at the same service level as other parks	2022		
<b>Ensure all parks and active recreation areas are well designed and managed to promote safety</b>	Meet with police department to discuss community needs	2022	Create and utilize a public reporting system for parks	future action item	Utilize CPTED standards when designing parks and facilities	future action item

**Goal 4** Tualatin Parks and Recreation Department allocates resources to advance racial equity and inclusion

<b>Objective</b>	<b>Action Item</b>	<b>Initiation Date</b>	<b>Action Item</b>	<b>Initiation Date</b>	<b>Action Item</b>	<b>Initiation Date</b>
<b>Invest in programs, parks, facilities, natural areas, and open spaces equitably</b>	Create and utilize tool to measure and ensure equitable parks development throughout the city	future action item	Invest in park infrastructure to enable new programs and events	future action item	Ensure all active recreation areas are maintained at the same service level	future action item
<b>Develop, maintain, and monitor mechanisms that measure equitable investment</b>	Create and utilize tool to measure and ensure equitable parks development throughout the city	future action item	Invest in park infrastructure to enable new programs and events	future action item		

**Goal 5** Tualatin Parks and Recreation Department consistently measures, regularly reports, and continuously improves equity and inclusion practices

<b>Objective</b>	<b>Action Item</b>	<b>Initiation Date</b>	<b>Action Item</b>	<b>Initiation Date</b>	<b>Action Item</b>	<b>Initiation Date</b>
<b>Establish the organizational process for management and oversight</b>	Create and utilize tool to measure and ensure equitable parks development throughout the city	future action item	Create an internal feedback and accountability program and process	future action item	Create an external feedback reporting program and process	future action item
<b>Maintain ongoing monitoring of this plan's progress toward established goals and objectives</b>	Regular reports to TuaLatino group	future action item	Regular reports to Tualatin Park Advisory Committee	future action item		



City of  
**TUALATIN**  
**PARKS & RECREATION**  
**Equity & Inclusion Plan**



# TUALATIN CITY COUNCIL 2030 VISION

An inclusive community that promotes access, diversity, and equity in creating a high quality of life for everyone.

## PARKS & RECREATION MASTER PLAN GOAL

Activate parks and facilities through vibrant programs, events, and recreation opportunities for people of different ages, abilities, cultures, and interests.

# PROCESS

Reviewed other Plans:

Metro

Oregon Parks & Recreation  
Commission

City of Portland

City of Minneapolis

City Parks Alliance



# EQUITY PLAN GOALS

## GOAL 1

Hire, train, and promote our workforce equitably

## GOAL 2

Meaningfully engage historically marginalized communities

## GOAL 3

Create safe and welcoming services, programs, parks, and public spaces

## GOAL 4

Allocate resources to advance racial equity and inclusion

## GOAL 5

Consistently measure, regularly report, and continuously improve equity and inclusion practices

# COMMUNITY INVOLVEMENT

## COMMITTEES/ PARTNERS

- TPARK
- Arts Advisory
- YAC
- TLAC
- TTSD, Sports Groups, Historical Society, Willowbrook Arts Camp

## NEIGHBORHOOD OUTREACH

- Door-to-door flyer distribution and neighbor conversations

## OUTREACH EVENTS

- Stoneridge Park
- Viva Tualatin

# FEEDBACK

- Community Safety
- Community Involvement





# PLAN IMPLEMENTATION

ACTION ITEM	ACTION ITEM	ACTION ITEM	ACTION ITEM
<p>Identify opportunities and organizations to increase job posting outreach</p>	<p>Ensure staff presence in parks during peak use times</p>	<p>Provide information in multiple languages</p>	<p>Hold more programs and events in neighborhood parks</p>

# BUDGET

recruitment  
translations

# STAFFING

Park Rangers  
Park Maintenance  
Programming/Events



# CAPITAL INVESTMENT



THANK YOU





*City of Tualatin*

## CITY OF TUALATIN Staff Report

**TO:** Honorable Mayor and Members of the City Council

**THROUGH:** Sherilyn Lombos, City Manager

**FROM:** Ross Hoover, Parks and Recreation Director  
Kyla Cesca, Office Coordinator

**DATE:** March 28, 2022

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**SUBJECT:**  
Arbor Month Presentation and Proclamation

**EXECUTIVE SUMMARY:**

April is Arbor Month with activities, educational programs, and events in conjunction with Tree City USA requirements and recognition. Tualatin Park Advisory Committee members will present the Arbor Month presentation that is followed by the Arbor Month Proclamation.

Tree City USA Standards:

- Tualatin Park Advisory Committee acts as the City Tree Board
- Tree Care Ordinance
- Community Forestry Programs with an Annual Budget of at Least \$2 Per Capita
- Arbor Day or Month Observance and Proclamation

Enjoy the Benefits of Trees (Arbor Day Foundation in cooperation with the USDA Forest Service):

- Economic Benefits
  - Trees increase property values
- Energy Savings
  - Trees reduce energy consumption
- Community Rejuvenation
  - Trees reinvigorate neighborhoods
  - Trees reduce crime
- Nature Education
  - Help students succeed
- Community Pride
  - Trees unite neighborhoods
- Environmental Conservation
  - Trees reduce the effects of climate change
  - Benefit wildlife
  - Provide much-needed cooling
  - Help clean our drinking water
  - Clean out air
- Health and Wellness
  - Trees contribute to our health

- Beautification
    - Beautification enhances communities
- 

**ATTACHMENTS:**

Presentation  
Proclamation

# Arbor Month 2022



# The Purpose of Arbor Month

Tualatin recognizes April as **Arbor Month** to celebrate the many contributions that trees make to our lives and community.

The benefits of trees:

## Public Health & Social Benefits

- Clean air
- Noise reduction
- Reduce crime
- Traffic calming

## Environmental Benefits

- Climate change
- Energy conservation
- Water filtration
- Wildlife habitat

## Economic Benefits

- Increase home value
- Attract businesses





# Arbor Month Events & Activities

- Tualatin Trees Photography Contest
- Kids' Poster Contest
- Arbor Month Proclamation
- Trip to Champoeg State Park with Juanita Pohl Center
- Tualatin Historical Society Poetry Contest
- Tree Themed Story Time at Tualatin Public Library
- Putting Down Roots Volunteer Tree Plantings
- Arbor Month Scavenger Hunt in the park
- Flying of Tree City USA Flags at City offices and schools



Arbor Month – April 2022



# Kids' Poster Contest: "Tualatin Trees are \_\_\_\_\_"



"Beautiful"  
Lucy D.  
Grades K-5



"Beautiful"  
Ethan C.  
Grades 6-8

# Tualatin Trees Photo Contest



“Reflections”

First Place – Helena Holt  
Location – Brown’s Ferry Park

## Tualatin Trees Photo Contest



“Fairy’s Doorway”

Second Place – Nicole Peuser

Location – Jurgens Park



“Winter’s Touch”

Third Place – Nils Peuser

Location – 106<sup>th</sup> Court

## Tree City USA

The Tree City USA certification is awarded by the National Arbor Day Foundation to recognize communities that have proven their commitment to an effective, ongoing community forestry program.

Tree City USA Standards Include: Tree Board, Tree Care Ordinance, Community Forestry Program with Budget, and Arbor Month Observance and Proclamation.

The City of Tualatin is Recognized as a **Tree City USA** for the 35<sup>th</sup> consecutive Year!



# Proclamation

## *Declaring the Month of April 2022 as Arbor Month in the City of Tualatin*

WHEREAS, Arbor Day is a celebration observed throughout the nation and the world in which individuals and groups are encouraged to plant, care for, and celebrate the many values of trees, and Arbor Month is observed in the State of Oregon during the entire month of April 2022; and

WHEREAS, healthy trees reduce erosion of topsoil by wind and water, moderate the temperature, calm traffic, clean the air, produce oxygen, provide habitat for wildlife, and are a renewable resource giving us paper and countless other wood products; and

WHEREAS, trees beautify our community, increase property values, and enhance the economic vitality of business areas in Tualatin, and thousands of trees and shrubs are planted by volunteers in Tualatin's parklands every year; and

WHEREAS, 2022 marks the 35<sup>th</sup> consecutive year the City of Tualatin has been certified as a Tree City USA by the National Arbor Day Foundation for following best practices in community forestry management.

NOW, THEREFORE, BE IT PROCLAIMED BY THE CITY COUNCIL OF THE CITY OF TUALATIN, Oregon that the City of Tualatin designates the month of April 2022 as Arbor Month in the City of Tualatin.

All are urged to support efforts to protect and plant trees to gladden the hearts and promote the well being of present and future generations.

The City of Tualatin supports the Oregon Department of Forestry and the National Arbor Day Foundation in their recognition of the value of trees and forests by proclaiming April 2022 as Arbor Month in Tualatin.

INTRODUCED AND ADOPTED this 28<sup>th</sup> day of March, 2022.

CITY OF TUALATIN, OREGON

BY \_\_\_\_\_  
Mayor

ATTEST:

BY \_\_\_\_\_  
City Recorder

# Proclamation

*Declaring April 3-9, 2022, as National Library Week  
in the City of Tualatin*

WHEREAS, libraries are accessible and inclusive places that foster a sense of connection and build community; and

WHEREAS, libraries offer opportunities for everyone to connect with new ideas and become their best selves through access to multimedia content, programs, and technology – in addition to books; and

WHEREAS, today's libraries and their services extend far beyond the four walls of a building and everyone is welcome to use their resources; and

WHEREAS, libraries strive to develop and maintain programs and collections that are as diverse as the populations they serve and ensure equity of access for all; and

WHEREAS, libraries are cornerstones of democracy, promoting the free exchange of information and ideas for all; and

WHEREAS, libraries, librarians, and library workers are joining library supporters and advocates across the nation to celebrate National Library Week

NOW, THEREFORE, BE IT PROCLAIMED BY THE CITY COUNCIL OF THE CITY OF TUALATIN, Oregon that the week of April 3-9, 2022, is National Library Week. During this week, we encourage all residents to connect with the Tualatin Public Library by visiting in person or online to access resources and services.

INTRODUCED AND ADOPTED this 28<sup>th</sup> day of March, 2022.

CITY OF TUALATIN, OREGON

BY \_\_\_\_\_  
Mayor

ATTEST:

BY \_\_\_\_\_  
City Recorder

# Proclamation

## *Commending Buck Braden on His Service to Tualatin*

WHEREAS, Buck Braden has been a volunteer for the City of Tualatin for over 25 years, serving as a member of the Tualatin Arts Advisory Committee, and in a leadership role as Committee Chair for many of those years; and

WHEREAS, Buck is an award-winning artist, with formal education that includes degrees in Art at the Bachelor's, Master's, and post-graduate levels. Buck's work has been shown and sold in exhibitions and galleries not only in the Pacific Northwest, but nationally and internationally. Buck also participates in several art organizations and currently serves as President of the Pacific Rim Institute of Marine Artists; and

WHEREAS, Buck has left a lasting impression on Tualatin. Through his role on the Tualatin Arts Advisory Committee, Buck has generously and continuously offered his insight, guidance, advice, and hours upon hours of volunteer time to support the City's efforts to improve and expand Tualatin's public arts programs. Buck has provided continuity and historical context to the committee as Tualatin's public arts projects have grown; and

WHEREAS, Buck has played a leadership role in all of Tualatin's public arts programs including Tualatin Visual Chronicle, the ArtWalk, and ArtSplash, as well as acquisition of permanent artworks for the Tualatin Library, the bronze geese sculpture at Tualatin's main gateway, and the Lazy River sculpture. Buck has assisted with collection management by creating the first inventory of all of Tualatin's public artworks, now including nearly 300 pieces; and

WHEREAS, Buck has worked closely with committee members, local artists, and staff in a collaborative and inclusive manner with an eye toward accomplishing objectives. He has presented numerous annual reports to the Tualatin City Council and worked with Council members as they have served on the Tualatin Arts Advisory Committee. Buck has advised staff, and his gentle manner has always been effective and appreciated; and

WHEREAS, through every interaction Buck demonstrated the highest levels of professionalism, collaboration, and dedication to the arts; he will be greatly missed.

NOW, THEREFORE, BE IT PROCLAIMED BY THE CITY COUNCIL OF THE CITY OF TUALATIN, Oregon that: Buck Braden is thanked, commended, and applauded for his service and significant contributions to the City of Tualatin.

INTRODUCED AND ADOPTED this 28th day of March, 2022.

CITY OF TUALATIN, OREGON

BY \_\_\_\_\_  
Mayor

ATTEST:

BY \_\_\_\_\_  
City Recorder





*City of Tualatin*

**CITY OF TUALATIN**  
**Staff Report**

**TO:** Honorable Mayor and Members of the City Council  
**THROUGH:** Sherilyn Lombos, City Manager  
**FROM:** Nicole Morris, Deputy City Recorder  
**DATE:** March 28, 2022

---

**SUBJECT:**

Consideration of Approval of the Work Session and Regular Meeting Minutes of March 14, 2022.

**RECOMMENDATION:**

Staff respectfully recommends the Council adopt the attached minutes.

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**ATTACHMENTS:**

- City Council Work Session Meeting Minutes of March 14, 2022
- City Council Regular Meeting Minutes of March 14, 2022



## OFFICIAL MINUTES OF THE TUALATIN CITY COUNCIL WORK SESSION MEETING FOR MARCH 14, 2022

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

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Mayor Bubenik called the meeting to order at 5:45 p.m.

### **1. City Council 2030 Vision Check-in and Progress Report.**

City Manager Sherilyn Lombos introduced the 2030 Vision midterm check-in. Human Resource Director Stacy Ruthrauff presented the inclusive community vision statement. Library Director Jerianne Thompson highlighted programs that keep residents engaged. Director Ruthrauff spoke to organizational diversity, equity, and inclusion work. Informational Services Director Bates Russell presented the connected, informed, and engaged citizen vision statement. He highlighted volunteer services events that helped citizens feel connected and engaged. Deputy City Manager Megan George spoke to how project specific engagement plans are used within the city. She stated staff is beginning work on the 2023 citizen survey that will provide feedback for the City. Finance Director Hudson presented the thriving and diversified economy vision statement. He spoke to projects supporting that vision such as the Southwest and Basalt Creek Development area. Director Hudson stated the city received \$6.2 million in American Rescue Plan Act (ARPA) funds that will be used in alignment with the council vision and priorities. He stated upcoming items staff will include work on prosperity planning in the Core Opportunity and Reinvestment Area. Director Thompson presented the safe, vibrant, and accessible gathering place vision statement. She stated several construction projects have been completed to allow people to gather including the Tualatin City Services building and the remodel of the City Offices building. Parks and Recreation Director Ross Hoover spoke to programs such as the Holiday Lights Parades and the Summer Concerts that bring people together. He stated upcoming places and events for gathering include completion of documents for the Stoneridge Park construction, the Browns Ferry Boardwalk replacement, and the Blender Dash. Community Development Director Kim McMillian presented the transportation vision statement. She spoke to completed projects at the Garden Corner Curves and the Borland Road pavement improvements. Director McMillian spoke to list of ongoing street improvement project and what to expect in the future. Police Chief Bill Steele presented the safe, desirable, welcoming, and sustainable neighborhoods vision statement. He spoke about the creation of the Police Mental Health Response Team. Chief Steele spoke to the ongoing conversations regarding the School Resource Officer program and the new body camera program. Director McMillian stated the middle housing code updates were adopted this year and staff is beginning work on the Equitable Housing Funding Plan. Director Russell presented the environmentally responsible vision statement. Public Works Director Rachel Sykes spoke to the city's response to environmental hazards this past year at Fanno Creek and Hedges Creek. Director Russell stated the city will continue to partner with Metro and Republic Services on solid waste initiatives. Director Sykes spoke to upcoming plans that will help reach this goal including the Climate Action Plan, the Water Master Plan updates, and the Stormwater Master Plan updates. City Manager Lombos stated she is proud of the work staff has accomplished and thanked the Council for their direction.

Councilor Brooks thanked staff for all their work. She stated she is confident the city is moving in the right direction toward these goals.

Council President Grimes expressed how proud she is of the work that has been done.

Councilor Pratt stated how amazed she was with the amount of work that has been accomplished over the past years. She stated staff has been so flexible and resilient during the pandemic.

Mayor Bubenik thanked staff for adhering to the Council's vision. He stated staff is implementing everything well with all that has happened over the last several years.

## **2. Council Meeting Agenda Review, Communications & Roundtable.**

Chief Steele spoke to the increase in property crimes in the city and how the police department is handling it. He stated car thefts and break-ins as well retail theft have increased. Chief Steele explained how COVID has affected the criminal justice system and the impacts to the court system and the jail.

Councilor Sacco stated she attended the Student Resource Officer meeting.

Councilor Pratt stated she attended the C4 meeting, the Council Committee on Advisory Appointments, and the Chamber meeting.

Councilor Brooks stated she attended the Council Committee on Advisory Appointments meeting and the Policy Advisory Board meeting. She stated next month is Earth Day and encouraged citizens to look into volunteer events.

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

Council President Grimes stated she attended the Architectural Review Board meeting.

Mayor Bubenik stated he attended the Mayors Consortium meeting, the Small Cities Consortium meeting, hosted the Mayors Coffee at Tualatin Community Park, and the Washington County Coordinating Committee meeting.

## **Adjournment**

Mayor Bubenik adjourned the meeting at 6:54 p.m.

Sherilyn Lombos, City Manager

\_\_\_\_\_ / Nicole Morris, Recording Secretary

\_\_\_\_\_ / Frank Bubenik, Mayor



## OFFICIAL MINUTES OF THE TUALATIN CITY COUNCIL MEETING FOR MARCH 14, 2022

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

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### Call to Order

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

### Pledge of Allegiance

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

### Announcements

1. Proclamation Declaring April 11-15, 2022 as Community Development Week in the City of Tualatin

Councilor Brooks read the proclamation declaring April 11-15, 2022 as Community Development Week in the City of Tualatin.

2. Proclamation Declaring April 2022 as Parkinson's Awareness Month in the City of Tualatin

Councilor Pratt read the proclamation declaring April 2022 as Parkinson's Awareness Month in the City of Tualatin.

### Public Comment

Adriana Arenas, Marilu Serrano, Elizabeth, and Gregoria members of the Pili Group introduced themselves. They stated they are a woman's support group that meets every Saturday at the Tualatin Public Library. They provide support to each other as well as host events and classes.

### Consent Agenda

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

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

MOTION PASSED

1. Consideration of Approval of the Work Session and Regular Meeting Minutes of February 28, 2022
2. Consideration of Approval of Late Liquor License Renewals for 2022
3. Consideration of **Resolution No. 5606-22** Authorizing the City Manager to Execute Deeds Dedicating Right-Of-Way and Granting Easements for the Tualatin-Sherwood Road Widening Project

4. Consideration of **Resolution No. 5599-22** Authorizing the City Manager to Execute an Intergovernmental Agreement with Washington County for the Tualatin-Sherwood Road Widening Project
5. Consideration of **Resolution No. 5605-22** Authorizing the City Manager to Execute Deeds Acquiring Easements for the SW 65th / Nyberg Sanitary Sewer Trunk Main Rehabilitation Project

## **Special Reports**

1. Tualatin Moving Forward Quarterly Update

Transportation Engineer Mike McCarthy presented a Tualatin Moving Forward update. He stated 19 projects have been built to date with 15 more underway. Engineer McCarthy stated projects currently under construction include Martinazzi Ave and Sagert Street, Tualatin Sherwood Road from Martinazzi Ave to I-5, 95<sup>th</sup> Ave and Avery St, and 93<sup>rd</sup> Ave and Sagert Street at Tualatin Elementary School. He spoke about the Hazelbrook Area Project stating a survey was completed with 136 responses looking for improvements to safety for people walking, biking, and driving near Hazelbrook Middle School. Projects will include the restriping, paving, and intersection upgrades in the area. Engineer McCarthy stated final design approval from ODOT was just received on the Hwy 99W: Pony Ridge Neighborhood to 124th Ave project that will install new sidewalks to connect the neighborhood with a signalized crosswalk at 124th Ave.

Councilor Pratt asked about the light at Martinazzi and Sagert and her concerns with safety with the new traffic change in the area. Engineer McCarthy stated new signage and striping will be placed there to help with traffic changes.

Councilor Brooks stated she is very excited about the Tualatin-Sherwood Road widening project. She asked for explanation of the lane addition by the freeway and how it will work with the widening project. Engineer McCarthy stated the addition of the lane will help with the anticipated traffic from the widening and help improve the right turn onto I-5. Councilor Brooks asked if there has been thought about adding a right turn lane onto Teton.

Councilor Reyes asked for clarification on what portion of the project the county would be working on. Engineer McCarthy explained the location of the two lanes the county will be building along Tualatin-Sherwood Road.

Council President Grimes asked about when the addition of the lane will be added for Tualatin-Sherwood Road onto I-5. Engineer McCarthy stated it is slated to start in 2023.

Mayor Bubenik thanked staff for keeping the project on time and under budget.

## **Council Communications**

Councilor Hillier stated the Tualatin High School Boys Basketball won the 6A Championship. She would like to recognize them at a Council meeting.

Councilor Brooks shared it is Woman's History Month. She encouraged citizens to complete the Parks and Recreation survey.

**Adjournment**

Mayor Bubenik adjourned the meeting at 7:50 p.m.

Sherilyn Lombos, City Manager

\_\_\_\_\_ / Nicole Morris, Recording Secretary

\_\_\_\_\_ / Frank Bubenik, Mayor



*City of Tualatin*

## CITY OF TUALATIN Staff Report

**TO:** Honorable Mayor and Members of the City Council  
**THROUGH:** Sherilyn Lombos, City Manager  
**FROM:** Nicole Morris, Deputy City Recorder  
**DATE:** March 28, 2022

---

**SUBJECT:**

Consideration of Approval of Late Liquor License Renewals for 2022

**RECOMMENDATION:**

Staff respectfully recommends the Council approve endorsement of the liquor license renewals for 2022 as listed in Attachment A.

**EXECUTIVE SUMMARY:**

Annually, the Oregon Liquor Control Commission (OLCC) requires that all liquor licenses are renewed. According to the provisions of City Ordinance No. 680-85, establishing procedures for liquor license applicants, applicants are required to fill out a City application form, from which a review by the Police Department is conducted according to standards and criteria established in the Ordinance. The liquor license renewal applications are in accordance with all ordinances and the Police Department has conducted reviews of the applications.

According to the provisions of Section 5 of Ordinance No. 680-85 a member of Council or the Public may request a public hearing on any of the liquor license renewal requests. If such a public hearing request is made, a hearing will be scheduled and held on the license. It is important that any request for such a hearing include reasons for said hearing.

**FINANCIAL IMPLICATIONS:**

A renewal fee of \$35 has been paid by each applicant.

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**ATTACHMENTS:**

-Attachment A- Liquor License Late Renewals 2022







*City of Tualatin*

## CITY OF TUALATIN Staff Report

**TO:** Honorable Mayor and Members of the City Council  
**THROUGH:** Sherilyn Lombos, City Manager  
**FROM:** Nicole Morris, Deputy City Recorder  
**DATE:** 3/28/2022

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**SUBJECT:**

Consideration of Approval of a New Liquor License Application for Brix Tavern South LLC dba Brix Tavern

**RECOMMENDATION:**

Staff respectfully recommends the Council approve endorsement of the liquor license application for Brix Tavern.

**EXECUTIVE SUMMARY:**

Brix Tavern has submitted a new application under the liquor license category of full on-premises. This would permit them to sell and serve distilled spirits, malt beverages, wine, and cider for consumption at their location. The business is located at 8187 SW Tualatin-Sherwood Road. The application is in accordance with provisions of Ordinance No. 680-85 which establishes procedures for liquor license applicants. Applicants are required to fill out a City application form, from which a review by the Police Department is conducted, according to standards and criteria established in Section 6 of the ordinance. The Police Department has reviewed the new liquor license application and recommended approval. According to the provisions of Section 5 of Ordinance No. 680-85 a member of the Council or the public may request a public hearing on any of the liquor license requests. If such a public hearing request is made, a hearing will be scheduled and held on the license. It is important that any request for such a hearing include reasons for said hearing.

**FINANCIAL IMPLICATIONS:**

A fee has been paid by the applicant.

---

**ATTACHMENTS:**

- Application
- Vicinity Map



# CITY OF TUALATIN

## LIQUOR LICENSE APPLICATION

Return Completed form to:  
City of Tualatin  
Attn: Finance  
18880 SW Martinazzi Ave  
Tualatin, OR 97062

Date \_\_\_\_\_

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

### SECTION 1: TYPE OF APPLICATION

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

### SECTION 2: DESCRIPTION OF BUSINESS

Name of business (dba): Brix Tavern South, LLC dba Brix Tavern

Business address 8187 SW Tualatin-Sherwood Road City Tualatin State OR Zip Code 97062

Mailing address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone # 503-235-2100 Fax # \_\_\_\_\_

Email mark@urban-restaurants.com

Name(s) of business manager(s) First Mark Middle \_\_\_\_\_ Last Byrum

(attach additional pages if necessary)

Type of business Restaurant

Type of food served American

Type of entertainment (dancing, live music, exotic dancers, etc.) Live music, recorded music, DJ music.

Days and hours of operation Monday - Friday: 11:00 AM - 9:00 PM; Saturday: 4:00 PM - 9:00 PM

Food service hours: Breakfast TBD Lunch 11:00 AM - 3:00 PM Dinner 3:00 PM - 9:00 PM

Restaurant seating capacity 236 Outside or patio seating capacity 164

How late will you have outside seating? 9:00 PM How late will you sell alcohol? 9:00 PM

How many full-time employees do you have? 30 Part-time employees? 15

**SECTION 3: DESCRIPTION OF LIQUOR LICENSE**

Name of Individual, Partnership, Corporation, LLC, or Other applicants Brix Tavern South, LLC

Type of liquor license (refer to OLCC form) Full on-premises, commercial

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

**INDIVIDUAL:** If this box is checked, provide full name, date of birth, and residence address.

Full name \_\_\_\_\_ Date of birth \_\_\_\_\_

Residence address \_\_\_\_\_

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

Full name \_\_\_\_\_ Date of birth \_\_\_\_\_

Residence address \_\_\_\_\_

Full name \_\_\_\_\_ Date of birth \_\_\_\_\_

Residence address \_\_\_\_\_

**CORPORATION:** If this box is checked, complete (a) through (c).

(a) Name and business address of registered agent.

Full name \_\_\_\_\_

Business address \_\_\_\_\_

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

Full name \_\_\_\_\_ Date of birth \_\_\_\_\_

Residence address \_\_\_\_\_

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

Full name of president: \_\_\_\_\_ Date of birth: \_\_\_\_\_

Residence address: \_\_\_\_\_

Full name of treasurer: \_\_\_\_\_ Date of birth: \_\_\_\_\_

Residence address: \_\_\_\_\_

Full name of secretary: \_\_\_\_\_ Date of birth: \_\_\_\_\_

Residence address: \_\_\_\_\_

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

Full name: Mark Byrum \_\_\_\_\_

Full name: \_\_\_\_\_ Date of birth: \_\_\_\_\_

Residence address: \_\_\_\_\_

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

**SECTION 4: APPLICANT SIGNATURE**

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

\_\_\_\_\_

02 / 25 / 2022

Signature of Applicant

Date

**For City Use Only**

Sources Checked:

DMV by B

LEADS by B

TuPD Records by B

Public Records by B

Number of alcohol-related incidents during past year for location.

Number of Tualatin arrest/suspect contacts for \_\_\_\_\_

**It is recommended that this application be:**

Granted

Denied

Cause of unfavorable recommendation: \_\_\_\_\_

B Steele

3-14-22

Signature





Date

Bill Steele  
Chief of Police  
Tualatin Police Department

<b>TITLE</b>	Brix Tavern Tualatin City Liquor License Application...
<b>FILE NAME</b>	Brix%20Tavern%20T...tion%20Packet.pdf
<b>DOCUMENT ID</b>	5765e89d9a09e12a423b3d1eb9fbf75287cde59a
<b>AUDIT TRAIL DATE FORMAT</b>	MM / DD / YYYY
<b>STATUS</b>	● Signed

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### Document History

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 VIEWED	<b>02 / 25 / 2022</b> 18:05:36 UTC	Viewed by Mark Byrum ( <a href="mailto:mark@urban-restaurants.com">mark@urban-restaurants.com</a> ) IP: 208.85.238.153
 SIGNED	<b>02 / 25 / 2022</b> 18:05:47 UTC	Signed by Mark Byrum ( <a href="mailto:mark@urban-restaurants.com">mark@urban-restaurants.com</a> ) IP: 208.85.238.153
 COMPLETED	<b>02 / 25 / 2022</b> 18:05:47 UTC	The document has been completed.



Attachment A  
Vicinity Map



City of Tualatin

## CITY OF TUALATIN Staff Report

**TO:** Honorable Mayor and Members of the City Council

**THROUGH:** Sherilyn Lombos, City Manager

**FROM:** Ross Hoover, Parks and Recreation Director  
Rich Mueller, Parks Planning and Development Manager

**DATE:** March 28, 2022

---

### **SUBJECT:**

Consideration of **Resolution No. 5608-22** Authorizing the City Manager to Execute a Purchase and Sale Agreement for the Acquisition of Real Property Located at 23515 SW Boones Ferry Road and to Seek Metro Local Share Grant Funds for the Purchase of Said Property

### **RECOMMENDATION**

Staff recommends adoption of Resolution No. 5608-22 to authorize the City Manager to execute a Purchase and Sale agreement for property at 23515 SW Boones Ferry Road, and to apply for Metro Local Share Funds.

### **EXECUTIVE SUMMARY:**

City Council adopted the Parks and Recreation Master Plan in 2019, and accepted the Basalt Creek Parks and Recreation Plan in January 2022 that identifies the need for parks, trails, and natural areas in Basalt Creek. Both planning processes involved extensive public outreach and community engagement. The Basalt Creek Parks and Recreation Plan identifies the need to preserve natural areas and provide active recreation to serve residential and employment. The property recommended for consideration is immediately across from the majority of residential development activity. This property has a connection to the creek natural area, as well as flat space for recreation near SW Boones Ferry Road.

### **FINANCIAL IMPLICATIONS:**

The purchase and sale agreement includes a property appraisal to inform the property value, which staff will then negotiate purchase price with property owners for future Council consideration. Concurrently, staff will apply for Metro Local Share Funds in the amount of \$1,581,005. Additional funding may include Parks System Development Charge Funds.

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### **ATTACHMENTS:**

Resolution 5608-22

RESOLUTION NO. 5608-22

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AND SALE AGREEMENT FOR THE ACQUISITION OF REAL PROPERTY LOCATED AT 23515 SW BOONES FERRY ROAD AND TO SEEK METRO LOCAL SHARE GRANT FUNDS FOR THE PURCHASE OF SAID PROPERTY.

WHEREAS, Randall and Karen Alvstad own the property located at 23515 SW Boones Ferry Road, Tax Lot 2S135CD00100, (the "Property");

WHEREAS, the City has identified and negotiated the acquisition of the Property in order to facilitate the construction of a future park;

WHEREAS, the City and the Alvstad's have agreed to a Purchase and Sales Agreement for the Property (the "Agreement"); and

WHEREAS, the City Council desires to authorize the City Manager to execute the Agreement on the City's behalf; and

WHEREAS, the Agreement will require City Council approval of the final purchase of the Property upon completion of the due diligence period; and

WHEREAS, the City desires to seek funding from the Metro Local Share Grant Program in the amount of \$1,581,005 to assist with the purchase of the Property; and

WHEREAS, the City Council desires to authorize the City Manager to take all steps necessary to acquire funding from the Metro Local Share Grant Program for the purchase of the Property.

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 Purchase and Sale Agreement for the Property, provided that, as required by the Agreement, Council approval is necessary before the City's final purchase of the Property.

**Section 2.** The City Manager is further authorized to take any and all steps necessary to complete the due diligence and other tasks contemplated by the Agreement on behalf of the City, including negotiating a final purchase price on the terms listed in the Agreement.

**Section 3.** The City Manager is further authorized to apply for and execute any and all documents necessary to acquire funding from the Metro Local Share Grant Program to assist with the purchase of the Property.

**Section 4.** This resolution is effective upon adoption.



INTRODUCED and ADOPTED by the City Council this 28<sup>th</sup> day of March, 2022.

CITY OF TUALATIN, OREGON

ATTEST:

BY \_\_\_\_\_  
Mayor

BY \_\_\_\_\_  
City Recorder

## PURCHASE AND SALE AGREEMENT

DATED: March \_\_, 2022 (the "Effective Date")  
(the last date signed by both parties below)

BETWEEN: Randall and Karen Alvstad ("Seller")

AND: City of Tualatin,  
an Oregon Municipal Corporation ("Buyer")

### RECITALS

A. Seller is owner of approximately 7.96 gross acres of certain real property together with all the improvements thereon and all rights appurtenant thereto (including but not limited to access rights, timber rights, water rights, grazing rights, development rights and mineral rights) located in Tualatin, Washington County, Oregon, commonly referred to as 23515 SW Boones Ferry Rd , Washington County Assessor's Tax Map and Lot 2S135CD00100 (the "Property"), which property is more particularly described on the attached Exhibit A (the "Property").

B. Buyer desires to purchase the Property from Seller, and Seller desires to sell the Property to Buyer, for the price and on the terms and conditions described in this Purchase and Sale Agreement (this "Agreement").

C. At Closing (hereinafter defined), upon payment of the full Purchase Price to Seller by Buyer, Seller will convey full legal title to the Property to Buyer.

### TERMS

1. **Purchase and Sale.** Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, the Property upon the terms and conditions set forth below in this Agreement.

2. **Purchase Price.** Subject to the Conditions Precedent to Closing in Section 6 and the Appraisal Process in 2.4 below, the Purchase Price for the Property is, payable as follows:

2.1 Earnest Money Deposit. Deposit to be delivered upon the full execution and delivery of this Agreement to the Title Company, as defined below. Buyer shall deposit \$10,000 in cash (the "Earnest Money") into escrow with Lawyers Title, 6000 SW Meadows Road, Suite 100, Lake Oswego OR 97035 (the "Title Company"). At Closing, the Earnest Money will be credited toward payment of the Purchase Price.

2.2 Balance of Purchase Price. Buyer shall deposit into escrow with the Title Company the balance of the Purchase Price on or before the Closing Date. At Closing, the Earnest Money and the balance of the Purchase Price shall be paid to Seller.

2.3 Earnest Money Interest. The Earnest Money shall be invested by the Title Company in a federally insured interest-bearing account with all interest accruing thereon paid to Buyer on demand or at Buyer's election credited to the Purchase Price at Closing.

2.4 Appraisal Process. Within five (5) business days following the mutual execution of this Agreement, Buyer shall arrange for an appraisal of the Property (the "Appraisal"). The Costs of the Appraisal shall be borne by Buyer, and the Appraisal shall be completed as soon as practical given the appraiser's schedule. The Parties agree that the Appraisal shall be based on the "highest and best use" valuation theory, taking into account all applicable restrictions on development. The appraisal shall be done by qualified, independent MAI appraiser. Buyer shall provide Seller with a copy of the completed Appraisal within five (5) business days of receipt.

2.4.1 The Appraisal shall be used to establish the Purchase Price. Within five (5) business days of Buyer providing Seller a copy of the Appraisal, both parties must provide notice to the other party as to whether they agree with the value of the Property established by the Appraisal. If both parties are in agreement, the Purchase Price shall equal the value of the Property set forth in the Appraisal. If one or both parties disagree with the value of the Property set forth in the Appraisal, the Parties agree to follow the procedures in 2.4.2 below to establish the Purchase Price.

2.4.2 If any party disagrees with the results the Appraisal (the "Challenging Party"), then within ten (10) days written notice to the other party, the Challenging Party shall at its sole cost and expense obtain a second appraisal of the subject property by a qualified, independent MAI appraiser ("Additional Appraisal"). Any such Additional Appraisal shall be completed as soon as practical based on the appraiser's schedule. The Challenging Party shall provide the other party with a copy of the Additional Appraisal within five (5) business days of receipt. Such other party shall have five (5) business days thereafter to either: (i) accept the Additional Appraisal as the Purchase Price or (ii) offer to negotiate a Purchase Price that falls between the Appraisal and Additional Appraisal. If an offer to negotiate is made under this subsection, the parties agree to negotiate in good faith to establish a Purchase Price based on the Appraisal and Additional Appraisal for a period of not less than thirty (30) days.

2.4.3 If the parties fail to reach agreement on a Purchase Price using the procedures set forth above, either party may terminate this Agreement. In the event of such termination both parties shall be released from any and all obligations to the other party, the earnest money shall be returned to Buyer, and this Agreement shall terminate and be of no further force or effect.

3. **Closing Date.** Closing (the "Closing Date" or "Closing") shall occur no later than November, 30, 2022 after Buyer provides notice, in writing, that the conditions precedent to

closing (set forth in Sections 6.1 and 6.2 below) are either satisfied or waived by Buyer, as provided therein. The Buyer, in its sole discretion, may extend Closing an additional thirty (30) days beyond November 30, 2022 by providing notice in writing to the Seller. Closing will occur at the office of the Title Company.

#### 4. **Buyer's Title Review.**

4.1 Title Report; Unacceptable Exceptions. Within ten (10) days after the Effective Date, Buyer shall obtain from the Title Company a preliminary title report on the Property, along with legible copies of all plats and exceptions documents referenced in such report (the "Title Report"). Buyer will have fifteen (15) days following the later of (i) the Effective Date or (ii) Buyer's receipt of the Title Report to review the Title Report and give Seller written notice of the exceptions listed in the Title Report that are unacceptable to Buyer (the "Unacceptable Exceptions"). Mortgages, delinquent taxes, or other financial obligations secured by the Property are automatically deemed Unacceptable Exceptions. If Buyer notifies Seller of its objection to any Unacceptable Exceptions, Seller will thereafter have fifteen (15) days to provide Buyer written notice stating whether Seller will (at Seller's sole cost and expense) cause such exceptions to be removed from the Title Policy issued to Buyer at Closing. If Seller refuses to remove any of the Unacceptable Exceptions and Buyer is not then satisfied with the condition of title, Buyer may elect to terminate this Agreement, in which event the Earnest Money shall be returned to Buyer.

4.2 Failure to Deliver Clean Title at Closing. If Seller fails to eliminate any Unacceptable Exception by the Closing Date, then Buyer may, without limiting any of its otherwise available remedies, elect to either (a) accept title to the Property subject to such exceptions, (b) refuse to accept the Property and terminate this Agreement, in which case the Earnest Money shall be refunded to Buyer, or (c) extend the Closing Date for a period of thirty (30) days to provide Seller with additional time to remove such exceptions. If Buyer elects option (c) and at the end of the 30-day period such exceptions have not been removed, Buyer may then elect to proceed in accordance with either option (a) or (b) described above. To the extent that an Unacceptable Exception is a monetary lien or financial obligation secured by the Property including but not limited to any farm and forest tax deferrals, the Title Company is hereby directed to pay off such lien or obligation to the extent that it can be satisfied by application of all or a portion of the Purchase Price delivered into escrow by Buyer at Closing.

4.3 Permitted Exceptions. All exceptions other than the Unacceptable Exceptions objected to by Buyer shall be deemed acceptable to Buyer (the "Permitted Exceptions"); provided, however, that in no event will mortgages, delinquent taxes, or other financial obligations secured by the Property be deemed Permitted Exceptions. Should the Title Company inform Buyer of any new title exceptions not appearing on the initial Title Report, such new exceptions shall be deemed Unacceptable Exceptions, unless specifically accepted in writing by Buyer.

## 5. **Buyer's Due Diligence and Inspections.**

5.1 Seller's Delivery of Documents. Buyer shall have a ninety (90) day period after the Effective Date to review documents, make inspections, and otherwise satisfy itself that the condition of the Property is satisfactory to it ("Due Diligence Period"). During the Due Diligence Period, Seller shall provide Buyer and its agents and consultants access to any records in Seller's possession that are pertinent and material to the Property ("Due Diligence Documents"). Seller shall also allow Buyer a reasonable time to copy (at Buyer's expense) any Due Diligence Documents that the Buyer would like to keep a record of which Due Diligence Documents shall be returned to Seller upon being copied. Seller makes no representation or warranty regarding the accuracy, completeness, or efficacy of the Due Diligence Documents, should any such Due Diligence Documents exist.

5.2 Property and Environmental Inspections. Buyer and its agents, including but not limited to consultants, surveyors, engineers, home inspectors, appraisers, and other professionals hired by Buyer, at Buyer's sole cost and expense (save for section 5.2.1 below), shall have the right to access the Property upon one week notice (or less time as agreed upon by Seller) to conduct environmental studies (including but not limited to Phase 1 and Phase 2 Environmental Site Assessments), structural inspections, sewer and septic system sampling, asbestos and lead testing, and any other due diligence Buyer deems necessary. Seller shall cooperate with Buyer in making such inspections. Buyer and its agents will have the right to enter the Property at reasonable times before Closing to perform such surveys, analyses, studies, appraisals, and other due diligence that Buyer deems necessary. Any area disturbed by Buyer's inspections shall be restored by Buyer, at Buyer's sole costs and expense, to its pre-inspection condition. Buyer through Buyer's selected provider shall pay for an Environmental Site Assessment "Phase 1" at Buyer's sole cost and expense. If the "Phase 1" report indicates the recommendation for further site investigation, the costs of a "Phase 2" report shall therefore be borne by the Buyer at Buyer's sole cost and expense. In the event "Phase 3" remediation is necessary, the parties will mutually agree on the costs for "Phase 3" before the work is initiated. Buyer shall be named as the intended recipient and beneficiary of the "Phase 2" report and "Phase 3" work along with Seller. If Buyer determines a Phase 2 and/or Phase 3 costs or conditions are unacceptable, Buyer may terminate this Agreement and the Earnest Money will be promptly returned to the Buyer.

## 6. **Conditions Precedent to Closing.**

6.1 Conditions Precedent to Buyer's Obligations. In addition to any other conditions contained in this Agreement, the conditions set forth in this Section 6 must be satisfied prior to Buyer's obligation to acquire the Property. Buyer may waive the conditions in this Section 6.1 by written notice since these conditions are intended solely for Buyer's benefit. In the event any condition is not satisfied or waived on or before the time period indicated below, Buyer will have the right terminate this Agreement, in which event the Earnest Money shall promptly be returned to Buyer.

6.1.1 City Council Approval. Prior to Closing, purchase of the Property must be approved by the Tualatin City Council.

6.1.2 Due Diligence and Inspection Results. Buyer must be satisfied, in its sole and absolute discretion, with its review of the Due Diligence Documents and the results of Buyer's inspections of the Property conducted under Section 5.2 above. If Buyer notifies Seller in writing prior to the end of the Due Diligence Period that Buyer is not satisfied with the Property due to the results of its due diligence and inspections under Section 5, the Due Diligence Period will be automatically extended for a period of thirty (30) days so that Seller and Buyer may address such results. Unless either an agreement to resolve Buyer's concerns or an agreement to create an additional extension period is reached after the end of the extended Due Diligence Period, this Agreement will automatically terminate and the Earnest Money shall be refunded to Buyer.

6.1.3 Metro Local Share Grant. Prior to Closing, Buyer must have received funding approval from the Metro Local Share Grant program in an amount equal to no less than one million, five hundred eight thousand dollars (\$1,580,000).

6.1.4 Title. At Closing, the Title Company must be committed to issue to Buyer the Title Policy described below in Section 9. After the Purchase Price has been paid as set forth under Section 7.2.1 below, the Seller shall convey fee simple title to the Property as set forth in Section 7.1.1 below.

6.1.5 Representations, Warranties, and Covenants of Seller. Seller's representations, warranties, and covenants set forth in this Agreement shall be true and correct as of the Closing Date.

6.1.6 No Material Changes. At Closing, there shall have been no material adverse changes related to or connected with the Property.

6.1.7 Seller's Deliveries. Seller shall have timely delivered each item to be delivered by Seller pursuant to this Agreement, including (without limitation) the documents and materials described below in Section 7.1.

6.1.8 Removal of Personal Property and Debris. At Closing Seller shall have removed or have caused to be removed from the Property, at Seller's sole cost and expense, any and all personal property and/or best efforts trash, rubbish, debris, illegally dumped materials or illegal fill materials. This provision shall survive Closing.

6.1.9 Termination of Leases. At Closing, the Seller shall have caused any and all leases applicable to the Property to be terminated. This provision shall survive Closing.

6.2 Conditions Precedent to Seller's Obligations. In addition to other conditions contained in this Agreement, the conditions set forth in this Section 6.2 must be satisfied prior to Seller's obligation to convey the Property. Closing and Seller's obligations with respect to the transactions contemplated by this Agreement are subject to Buyer's delivery to the Title Company on or before the Closing Date of (i) the balance of the Purchase Price and (ii) the documents and materials described below in Section 7.2.

6.3 Failure of Conditions. In the event any of the conditions set forth above in Sections 6.1 or 6.2 are not timely satisfied or waived for a reason other than the default of Buyer

or Seller under this Agreement, then this Agreement, escrow, and the rights and obligations of Buyer and Seller hereunder shall terminate and the Earnest Money shall be returned to Buyer.

6.4 Cancellation Fees and Expenses. In the event the escrow terminates because of the nonsatisfaction of any condition, the Parties will equally split the cancellation charges required to be paid to the Title Company. In the event this escrow terminates because of Buyer's default, Buyer shall pay the cancellation charges required to be paid to the Title Company. In the event this escrow terminates because of Seller's default, Seller shall pay the cancellation charges required to be paid to the Title Company.

## 7. **Deliveries to the Title Company.**

7.1 By Seller. On or before the Closing Date, Seller shall deliver the following into escrow with the Title Company:

7.1.1 Deed. A Statutory Warranty Deed (the "Deed"), duly executed and acknowledged in recordable form by Seller, conveying the Property to Buyer free and clear of all liens and encumbrances except the Permitted Exceptions accepted by Buyer pursuant to Section 4.1 above. The Title Company's usual, preprinted exceptions (listed as General Exceptions 1-5 on the Title Report) shall not be listed as exceptions on the Deed.

7.1.2 Nonforeign Certificate. Seller represents and warrants that it is not a "foreign person" as defined in IRC §1445. Seller shall give Buyer a certification to this effect in the form required by that statute and related regulations.

7.1.3 Proof of Authority. Such proof of Seller's authority to enter into this Agreement and consummate the transaction contemplated hereunder, as may be reasonably required by the Title Company and/or Buyer.

7.1.4 Lien Affidavits. Any lien affidavits or mechanic's lien indemnifications as may be reasonably requested by the Title Company in order to issue the Title Policy.

7.1.5 Other Documents. Such other fully executed documents and funds as are required of Seller to close the sale in accordance with this Agreement, including (without limitation) escrow instructions.

7.2 By Buyer. On or before the Closing Date, Buyer shall deliver the following into escrow with the Title Company:

7.2.1 Balance of the Purchase Price. The balance of the Purchase Price, in accordance with Section 2.2 above.

7.2.2 Proof of Authority. Such proof of Buyer's authority to enter into this Agreement and consummate the transaction contemplated hereunder, as may be reasonably required by the Title Company and/or Seller.

7.2.3 Other Documents. Such other fully executed documents and funds as are required of Buyer to close the sale in accordance with this Agreement, including (without limitation) escrow instructions.

8. **Title Insurance**. At Closing, Seller shall cause the Title Company to issue to Buyer a standard ALTA owner's title insurance policy in the full amount of the Purchase Price, insuring fee simple title vested in Buyer or its nominees, subject only to the Permitted Exceptions as established under Section 4 of this Agreement (the "Title Policy").

9. **Closing Costs**. Seller shall pay for the Title Policy, one-half of all escrow fees, any real property transfer or excise taxes, all recording charges other than those allocated to Buyer below, and Seller's share of prorations pursuant to Section 10 below. Buyer shall pay the cost of recording the Deed, one-half of all escrow fees, and Buyer's share of prorations pursuant to Section 10 below. Buyer and Seller each shall pay for its own legal and professional fees incurred. All other costs and expenses are to be allocated between Buyer and Seller in accordance with the customary practice in the county where the Property is located.

10. **Prorations and Taxes**.

10.1 Prorations. Any and all state, county, and/or city taxes for the current year, rents, or other income or operating expenses pertaining to the Property will be prorated between Seller and Buyer as of the Closing Date.

10.2 Taxes and Assessments. All taxes, assessments, and encumbrances including but not limited to any farm/forest tax deferrals, that will be a lien against the Property at Closing, whether or not those charges would constitute a lien against the Property at settlement, shall be satisfied by Seller at Closing. If Seller shall fail to do so, Buyer may pay any such tax, assessment, encumbrance or other charge and deduct an amount equal to any such payment from the Purchase Price.

11. **Seller's Representations and Warranties**. Seller hereby warrants and represents to Buyer the following matters and acknowledges that they are material inducements to Buyer to enter into this Agreement. Seller agrees to indemnify, defend, and hold Buyer harmless from all expense, loss, liability, damages and claims, including (without limitation) attorneys' fees, arising out of the breach or falsity of any of Seller's representations, warranties, and covenants. Seller warrants and represents to Buyer that the following matters are true and correct, and will remain true and correct through Closing:

11.1 Authority. Seller has full power and authority to enter into this Agreement (and the persons signing this Agreement for Seller, if Seller is not an individual, have full power and authority to sign for Seller and to bind it to this Agreement) and to sell, transfer and convey all right, title, and interest in and to the Property in accordance with this Agreement. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority, or other party is required.

11.2 Unrestricted Access. To Seller's knowledge, the Property has unrestricted, insurable vehicular access to a public road.



11.3 Hazardous Substances. For purposes of this Agreement, the term “Hazardous Substances” has the meaning defined in and includes those substances set forth in ORS 465.200. Seller warrants and represents as follows:

(a) Seller has not brought onto, stored on, buried, used on, emitted or released from, or allowed to be brought onto, stored on, buried, used on, emitted, released from, or produced or disposed of, from, or on the Property, any Hazardous Substances in violation of any environmental laws of the federal or state government; provided.

(b) Seller acknowledges that underground storage tanks were previously widely used in the area. To Seller’s knowledge, no underground storage tank(s) have leaked or are known to be leaking on the Property.

(c) To Seller’s knowledge, the Property is materially in compliance with applicable state and federal environmental standards and requirements affecting it;

(d) Seller has not received any notices of violation or advisory action by regulatory agencies regarding environmental control matters or permit compliance with respect to the Property;

(e) Seller has not transferred, and to Seller’s knowledge no other person has transferred, Hazardous Substances from the Property to another location that is not in compliance with applicable environmental laws, regulations, or permit requirements; and

(f) There are no proceedings, administrative actions, or judicial proceedings pending or, to Seller’s knowledge, contemplated under any federal, state, or local laws regulating the discharge of hazardous or toxic materials or substances into the environment.

11.4 Encroachments. To Seller’s knowledge (a) all structures and improvements, including any driveways and accessory structures, are wholly within the lot lines of the Property, (b) no existing building, structure, or improvement of any kind encroaches upon the Property from any adjacent property, and (c) there are no present or past discrepancies or disputes regarding the boundaries of the Property.

11.5 Rights and Contracts Affecting Property. Except for this Agreement, Seller has not entered into any other contracts for the sale of the Property, nor do there exist any rights of first refusal or options to purchase the Property. Except for those exceptions of record listed on the Title Report, Seller owns the Property in fee, free and clear of all liens, conditions, reservations, mortgages, leases, licenses, easements, prescriptive rights, permits, or other similar encumbrances. Seller has not sold, transferred, conveyed, or entered into any agreement regarding timber rights, mineral rights, water rights, “air rights,” or any other development or other rights or restrictions relating to the Property, and to Seller’s knowledge no such rights encumber the Property. There are no service contracts or other agreements pertaining to the Property that Seller will be required to assume at Closing.

11.6 Possession. Except as specifically set forth in this Agreement, there are no leases, licenses, or other agreements permitting, nor has Seller entered into any course of

conduct that would permit, any person or entity to occupy or use any portion of the Property. Seller shall deliver immediate possession of the entire Property to Buyer at Closing.

11.7 Recitals. The statements and information set forth in the Recitals are true and correct.

11.8 No Legal Proceedings. There is no suit, action, arbitration, judgment, legal, administrative, or other proceeding, claim, lien, or inquiry pending or threatened against the Property or against Seller that could (a) affect Seller's right or title to the Property, (b) affect the value of the Property, or (c) subject an owner of the Property to liability.

11.9 Mechanic's and Other Liens. No work on the Property has been done or materials provided that would give rise to actual or impending mechanic's liens, private liens, or any other liens, against the Property.

11.10 Public Improvements or Governmental Notices. To Seller's knowledge, there are no intended public improvements which will result in the creation of any liens upon the Property, nor have any notices or other information been served upon Seller from any governmental agency notifying Seller of any violations of law, ordinance, rule or regulation which would affect the Property.

11.11 Breach of Agreements. The execution of this Agreement will not constitute a breach or default under any agreement to which Seller is bound or to which the Property is subject.

11.12 Bankruptcy Proceedings. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, or other proceedings are pending or, to Seller's knowledge, threatened against Seller, nor are any such proceedings contemplated by Seller.

11.13 Changed Conditions. If Seller discovers any information or facts that would materially change the foregoing warranties and representations, Seller shall immediately give notice to Buyer of those facts and information. If any of the foregoing warranties and representations ceases to be true before Closing, Seller shall use its best efforts to remedy the problem, at its sole expense, before Closing. If the problem is not remedied before Closing, Buyer may elect to either: (a) terminate this Agreement, in which case Buyer will have no obligation to purchase the Property and the Earnest Money shall be refunded to Buyer, or (b) extend the Closing Date for a period not to exceed thirty (30) days or until such problem has been remedied, whichever occurs first. Should Buyer extend the Closing Date and the problem is not remedied within the 30-day timeframe, Buyer may then elect to terminate this Agreement and receive a refund of its Earnest Money; provided, however, that such election will not constitute a waiver of Buyer's rights in regard to any loss or liability suffered as a result of a representation or warranty not being true, nor will it constitute a waiver of any other remedies provided in this Agreement or by law or equity.

12. **Condition of the Property Through Closing.** Seller further represents, warrants, and covenants that until this transaction is closed or escrow is terminated, whichever occurs first, Seller shall (a) maintain the Property in substantially the same condition as it was on the Effective Date, with no tree cutting, timber harvesting, or alteration of the Property in any way, (b) keep all existing insurance policies affecting the Property in full force and effect, (c) make all regular payments of interest and principal on any existing financing, if applicable, (d) comply with all government regulations, and (e) keep Buyer timely advised of any repair or improvement required to keep the Property in substantially the same condition as it was on the Effective Date.

13. **Buyer's Representations and Warranties.** In addition to any express agreements of Buyer contained herein, the following constitute representations and warranties of Buyer to Seller:

(a) Subject to the conditions stated herein, Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referred to herein and to consummate the transactions contemplated herein;

(b) Subject to the conditions stated herein, all requisite action has been taken by Buyer in connection with entering into this Agreement and the instruments referred to herein and the consummation of the transactions contemplated herein; and

(c) Subject to the conditions stated herein, the persons executing this Agreement and the instruments referred to herein on behalf of Buyer have the legal power, right, and actual authority to bind Buyer to the terms and conditions of this Agreement.

14. **Legal and Equitable Enforcement of This Agreement.**

14.1 Default by Seller. In the event Closing and the consummation of the transaction herein contemplated do not occur by reason of any default by Seller, Buyer shall be entitled to all its out-of-pocket expenses incurred in connection with the transaction, including the Earnest Money, and will have the right to pursue any other remedy available to it at law or equity, including the specific performance of this Agreement.

14.2 Default by Buyer. In the event Closing and the consummation of the transaction herein contemplated do not occur by reason of any default by Buyer, Buyer and Seller agree that it would be impractical and extremely difficult to estimate the damages that Seller may suffer. Therefore, Buyer and Seller agree that a reasonable estimate of the total net detriment that Seller would suffer in the event that Buyer defaults and fails to complete the purchase of the Property is and will be an amount equal to the Earnest Money. This amount shall be Seller's sole and exclusive remedy (whether at law or in equity), and the full, agreed, and liquidated damages for the breach of this Agreement by Buyer. The payment of said amount as liquidated damages is not intended as a forfeiture or penalty. All other claims to damage or other remedies are hereby expressly waived by Seller. Upon default by Buyer, this Agreement will terminate and except as set forth in this section, neither party will have any further rights or obligations hereunder or to one another.

15. **Risk of Loss, Condemnation.** Seller bears the risk of all loss or damage to the Property from all causes, through the Closing Date, except those that are caused directly by the Buyer or its agents, which shall be the responsibility of the Buyer to remedy in a mutually agreeable manner. If, before the Closing Date, all or any part of the Property is damaged, destroyed, condemned, or threatened with condemnation, Seller shall give Buyer written notice of such event. Buyer may terminate this Agreement by giving written notice to Seller within fifteen (15) days following receipt by Buyer of written notice from Seller of such casualty or condemnation and the Title Company shall return to Buyer the Earnest Money and any accrued interest thereon.

16. **Notices.** All notices required or permitted to be given must be in writing to the address set forth below or by email and will be deemed given upon (a) personal service or (b) deposit in the United States Mail, postage prepaid. All such notices shall be deemed received upon personal service, five (5) business days after deposit in the United States Mail, postage prepaid, or one (1) day after deposit with a nationally recognized overnight courier service. Notice by email shall be deemed given and received by the recipient upon submittal of the email and receiving an automated email delivery receipt.

To Seller:            Randall and Karen Alvstad  
                             23515 SW Boones Ferry Road  
                             Tualatin, OR 97062

To Buyer:            City of Tualatin  
                             Parks and Recreation Department  
                             Attn: Ross Hoover  
                             18880 SW Martinazzi Avenue  
                             Tualatin, OR 97062

The foregoing addresses may be changed by written notice, given in the same manner. Notice given in any manner other than the manners set forth above will be effective when received by the party for whom it is intended. Telephone numbers provided above are for information only and are not intended to serve as a substitute for written notice.

17. **Broker or Commission.** The Parties represent and warrant that there are no Brokers known or disclosed by Buyer or Seller; claims to the contrary must be verified in writing. In the event any person or entity asserts a claim for a broker's commission or finder's fee against one of the parties to this Agreement, then Seller shall indemnify, hold harmless, and defend Buyer from and against any such claim if based on any action, agreement, or representations made by Seller; and Buyer shall indemnify, hold harmless, and defend Seller from and against any such claim if based on any action, agreement, or representations made by Buyer.

18. **Further Actions of Buyer and Seller.** Buyer and Seller agree to execute all such instruments and documents and to take all actions pursuant to the provisions of this Agreement in order to consummate the purchase and sale contemplated and both parties shall use their best efforts to accomplish Closing in accordance with the provisions hereof.

19. **Miscellaneous.**

19.1 Partial Invalidity. If any term or provision of this Agreement or the application to any person or circumstance is, to any extent, found invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances, other than those to which it is held invalid or unenforceable, will not be affected thereby, and each such term and provision of this Agreement will be valid and be enforced in accordance with the law.

19.2 Waivers. No waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act will be deemed an extension of the time for performance of any other obligation or act.

19.3 Survival of Representations. The covenants, agreements, representations, and warranties made herein, including all provisions in the Recitals, specifically those obligations that explicitly state they will survive closing, will not merge into the Deed upon recordation in the official real property records.

19.4 Representation. This Agreement was prepared by Buyer and modifications were made at the request of Seller's legal counsel prior to execution of this Agreement by the parties. Accordingly, this Agreement shall be construed as if it had been prepared by both parties.

19.5 Entire Agreement. This Agreement (including any exhibits attached to it) is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter of this Agreement and supersedes all prior understandings with respect to it. This Agreement may not be modified or terminated, nor may any obligations under it be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.

19.6 Time of Essence. Seller and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to every term, condition, obligation, and provision contained in this Agreement. Unless otherwise specified herein, in computing any period of time described in this Agreement, whenever a date for an action required to be performed falls on a Saturday, Sunday, or a state or federal holiday, then such date shall be extended to the following business day.

19.7 Recitals. The statements and information set forth in the Recitals are hereby incorporated as if fully set forth herein and shall be used for the purposes of interpreting this Agreement.

19.8 Governing Law. The parties acknowledge that this Agreement has been negotiated and entered into in the state of Oregon. The parties expressly agree that this Agreement is governed by and should be interpreted in accordance with the laws of the state of Oregon.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT

TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301, AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

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

BUYER:  
City of Tualatin

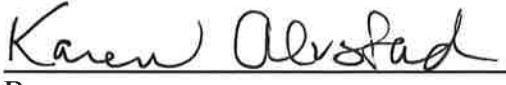
SELLER:  
Randall and Karen Alvstad

By: \_\_\_\_\_

By: 

Date: \_\_\_\_\_

Date: 3/7/22

By: 

Date: 3-7-22

Exhibit A  
Property Description



*City of Tualatin*

**CITY OF TUALATIN**  
**Staff Report**

**TO:** Honorable Mayor and Members of the City Council  
**THROUGH:** Sherilyn Lombos, City Manager  
**FROM:** Stacy Ruthrauff, Human Resource Director  
**DATE:** 3/28/2022

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**SUBJECT:**

Consideration of **Resolution No. 5610-22** Authorizing modifications to the employment agreement with the City Manager.

**RECOMMENDATION:**

Staff Recommends the City Council adopt the attached resolution authorizing modifications to the employment agreement with the City Manager, which better reflect the level of work being performed.

**EXECUTIVE SUMMARY:**

Section 3 of the Resolution addresses items of the current employment agreement being amended to better reflect the level of work and dedication performed by the City Manager.

**FINANCIAL IMPLICATIONS:**

Provisions of the amendment have been discussed and will be incorporated into the budget amendments for Fiscal Year 2021-22.

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**ATTACHMENTS:**

-Resolution No. 5610-22 Approving Modifications to the Employment Agreement with the City Manager.



RESOLUTION NO. 5610-22

RESOLUTION APPROVING MODIFICATIONS TO EMPLOYMENT AGREEMENT WITH CITY MANAGER

WHEREAS through Resolution No. 4603-06 the City Council selected a City Manager and approved an employment agreement with the City Manager; and

WHEREAS the present City Manager commenced employment on December 18, 2006 and has served continuously since that time; and

WHEREAS the City Council has conducted a formal review of the City Manager's job performance and compensation package and agreed that the City Manager's performance warrants an increase in compensation.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUALATIN, OREGON, that the Employment Agreement is modified in the following manner.

Section 3. Compensation

- a. The City Council will review Employee's job performance and compensation during the first quarter of every even-numbered year.
- b. The City agrees to pay Employee an annual base salary of \$162,211 for the performance of the above-mentioned services payable in installments at the same time that the other management employees of the City are paid.
- c. The City agrees to include the City Manager position into the non-represented management group of the HRA-VEBA, and will receive the same one-time initial contribution of \$1,000.
- d. The City agrees to increase the car allowance to \$5000 per year.
- e. The City agrees to increase the cell phone allowance to \$1000 per year.

All other provisions of the existing Employment Agreement shall remain in full force.

INTRODUCED AND ADOPTED this 28th day of March, 2022.

CITY OF TUALATIN, OREGON

BY \_\_\_\_\_  
Mayor

ATTEST:

BY \_\_\_\_\_  
City Recorder



*City of Tualatin*

**CITY OF TUALATIN**  
**Staff Report**

**TO:** Honorable Mayor and Members of the City Council

**THROUGH:** Sherilyn Lombos, City Manager

**FROM:** Ross Hoover, Parks and Recreation Director  
Rich Mueller, Parks Planning and Development Manager

**DATE:** March 28, 2022

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**SUBJECT:**  
Tualatin Park Advisory Committee Annual Report

**EXECUTIVE SUMMARY:**  
Tualatin Park Advisory Committee members will present the 2021 Annual Report.

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**ATTACHMENTS:**

Presentation



City of  
**TUALATIN**  
PARKS & RECREATION

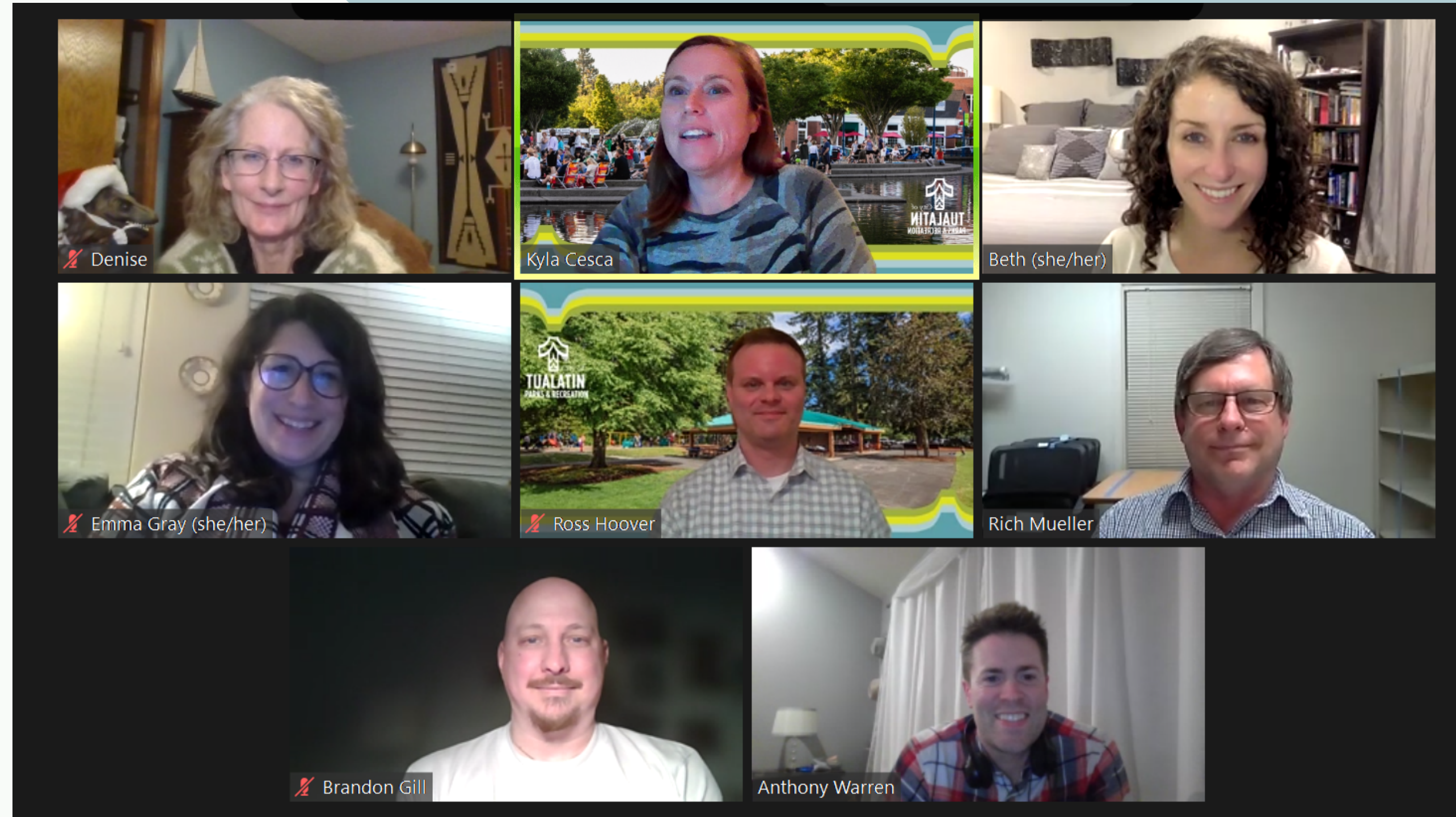


# Tualatin Park Advisory Committee

2021 Annual Report

# THIS IS US

“We are a group of enthusiastic advocates for the Parks & Recreation system with a focus on the stewardship and enhancement of our community.”



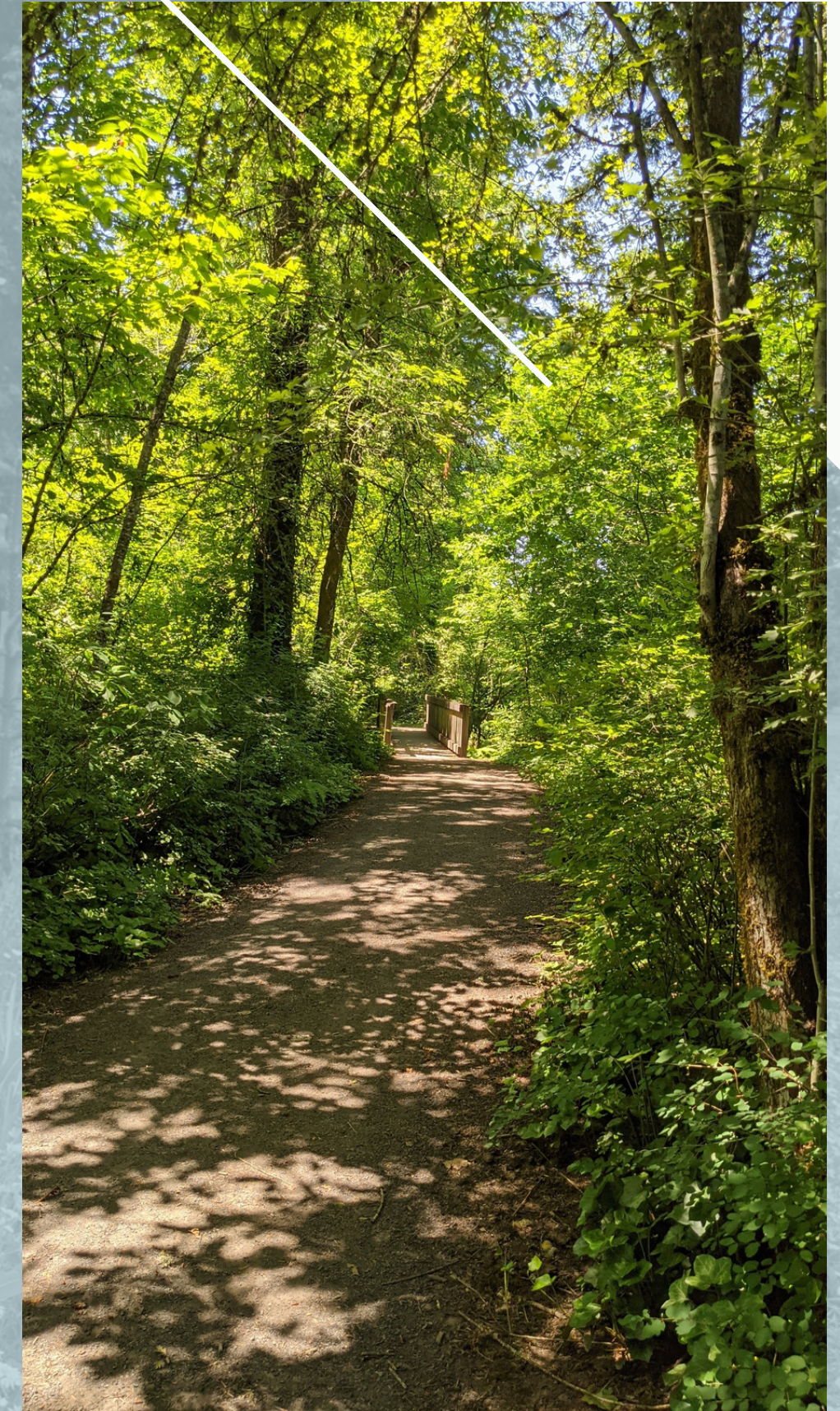
**13** Meetings Attended

**15** Virtual Activities Attended

**193** Hours Volunteered

# CURRENT MEMBERS

- Beth Dittman, Chair
- Brandon Gill, Vice-Chair
- Nadia Alvarado
- Emma Gray
- Denise Cline
- Josh Huffman
- Anthony Warren





# WHAT WE DO

- Regular Meetings
- Represent Parks & Recreation to Community & Council
- Attend Activities & Events
- Engagement, Involvement & Outreach to Community
- Bee City Facilitation Committee
- Tree City USA Board
- Outreach & Presentation to CIO Presidents
- Advocate for the Parks & Recreation system-the backyard of our community

# 2021 ACCOMPLISHMENTS

- Basalt Creek Parks and Recreation Plan
- Park Asset Prioritization Criteria & Scoring
- Park Utility Fee Recommendation
- Creation of Park Utility Fee Usage Matrix & Community Engagement
- Equity + Inclusion Plan
- Acknowledgement of Native Land & People
- Tree City USA & Bee City USA Committee
- Arbor Week & Pollinator Week Presentations
- Oregon Community Paths Grant
- Tualatin Commons Splash Pad Project
- Veterans Memorial Site Planning
- Continued Support of COVID Safe Community Events
- Community Engagement for Possible Bond in Fall 2022

# WE CAN DO MORE

## **COVID caused limitations in 2020-21**

Additional funds would help us implement master plan goals to:

- Create a more equitable community
- Create access for all community members
- Enhance community gathering places
- Create a more environmentally sustainable community
- Advance active transportation (walking, running, biking)
- Enhance Economic development





# OUR 2022 GOALS

- Continue to support the parks funding process (bond) to work toward identified goals in Master Plan
- Strengthen diverse committee membership
  - Offer meetings in Spanish and English
  - Work with council to identify ways to seat members as interest arises
  - Identify ways to and implement outreach efforts to BIPOC and Latinx community members
- Establish ongoing communication with Community Involvement Organizations
- Collaborate with other City advisory committees
- Promote pollinator information and resources
- Provide community resources for trees and bees



# QUESTIONS & COMMENTS



# 2021 ANNUAL REPORT

## Tualatin Library Advisory Committee

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### 1. BACKGROUND

The Tualatin Library Advisory Committee (TLAC) was established by Ordinance 758-88, adopted by Council on October 10, 1988, and incorporated into the Tualatin Municipal Code as Chapter 11-4. The enabling ordinance requires the TLAC to file an annual report with the Council including a summary of the committee's activities during the preceding year and other matters and recommendations the committee deems appropriate.

Members of the TLAC during 2021 include Alan Feinstein, Dana Paulino, Nicholas Schiller (Vice Chair), Thea Wood (Chair), and Marcus Young. Former members included Oksana Davletshina and Kaia Gill (teen representative), who resigned in October 2021. Ashley Payne and Katherine Kang (teen representative) joined the committee in October 2021.

### 2. ROLES OF THE COMMITTEE

- A. Consult with and advise the Library Manager on all matters affecting operational policies of the City Library.
- B. Make recommendations to the City Council with respect to services, facilities, and all other matters pertaining to the maintenance and improvement of the City Library.
- C. Hear and consider complaints about City Library policies or materials.

### 3. ACTIONS AND ACCOMPLISHMENTS IN SUPPORT OF ROLES IN 2021

#### A. CONSULT WITH AND ADVISE THE LIBRARY MANAGER ON ALL MATTERS AFFECTING OPERATIONAL POLICIES OF THE CITY LIBRARY

- 1. Committee members considered & provided recommendations on operational policies, including Distribution of Free Materials, Self-Reported Theft, Makerspace Use, Meeting Room Use, and Public Use of Exhibit Space.
- 2. TLAC discussed and provided comments to Library management regarding library operations during the pandemic, reopening the library after the pandemic closure, development and implementation of makerspace programs and services, operating hours, intellectual freedom, library user survey, Summer Reading, food in the library, library facilities, library budget, and library utilization trends. Committee members shared their perspective as citizens and library users, providing input representing our diverse community.

**B. MAKE RECOMMENDATIONS TO THE CITY COUNCIL WITH RESPECT TO SERVICES, FACILITIES, AND ALL OTHER MATTERS PERTAINING TO THE MAINTENANCE AND IMPROVEMENT OF THE CITY LIBRARY.**

1. TLAC members had extensive engagement in the process to update the Library strategic plan, including review and discussion of community engagement and draft strategic priorities. The plan comprises these strategic priorities:
  - a. Foster Community Connection
  - b. Nurture Learning & Exploration
  - c. Promote Discovery & Access
  - d. Support Community Inclusion

Highlighted accomplishments over the past year from the previous strategic plan include:

- a. Registered 3000+ Tualatin students for new student library cards, in partnership with Tigard-Tualatin School District
  - b. Constructed and opened the Makerspace, introduced new maker programming
  - c. Received ARPA grant for \$13,500 to connect Latino residents with reading material and library resources
  - d. Distributed approximately 15,000 take-home activity kits, connecting patrons with opportunities for creativity, science learning, and more
2. TLAC received presentations from library partners and recommended activities to strengthen these partnerships. Presentations included:
    - a. Teen Library Committee
    - b. Native Land and People Acknowledgement Task Force
    - c. Tualatin Ice Age Floods Foundation
    - d. Tualatin Library Foundation
    - e. Friends of Tualatin Library

**C. HEAR AND CONSIDER COMPLAINTS ABOUT CITY LIBRARY POLICIES OR MATERIALS.**

1. TLAC holds open meetings and members of the public are invited to attend. No formal complaints were brought before the committee in 2021.
2. TLAC members review comment cards received by the City regarding the Library each month and provide feedback on the topics raised.

**4. ACTION PLAN FOR 2022**

**A. LONG-RANGE PLANNING**

TLAC will remain actively involved the development of goals and objectives for the Library's new strategic plan and in providing resident feedback on implementation of the plan.

**B. REVIEW OPERATIONAL POLICIES**

TLAC will continue to be actively involved and educated in the operations and roles

of the Library. TLAC will provide citizen feedback as Library management reviews and updates operational policies, including an update to Library Rules.

**C. ADVANCE COUNCIL VISION**

TLAC will support social equity and inclusion within Library programs and services, providing opportunity to thrive for all community members.

cc: Tualatin Library Advisory Committee (TLAC)



# Tualatin Library Advisory Committee (TLAC) 2021 Annual Report

# Committee Members

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Alan Feinstein

Katherine Kang, Student Representative

Dana Paulino

Ashley Payne

Nicholas Schiller, Vice-Chair

Thea Wood, Chair

Marcus Young

## The Role of TLAC Is:

Consult with Library Director on all matters affecting Library operational policy.

Make recommendations to City Council regarding Library services, facilities, and improvements.

Hear and consider complaints about Library policies or materials.



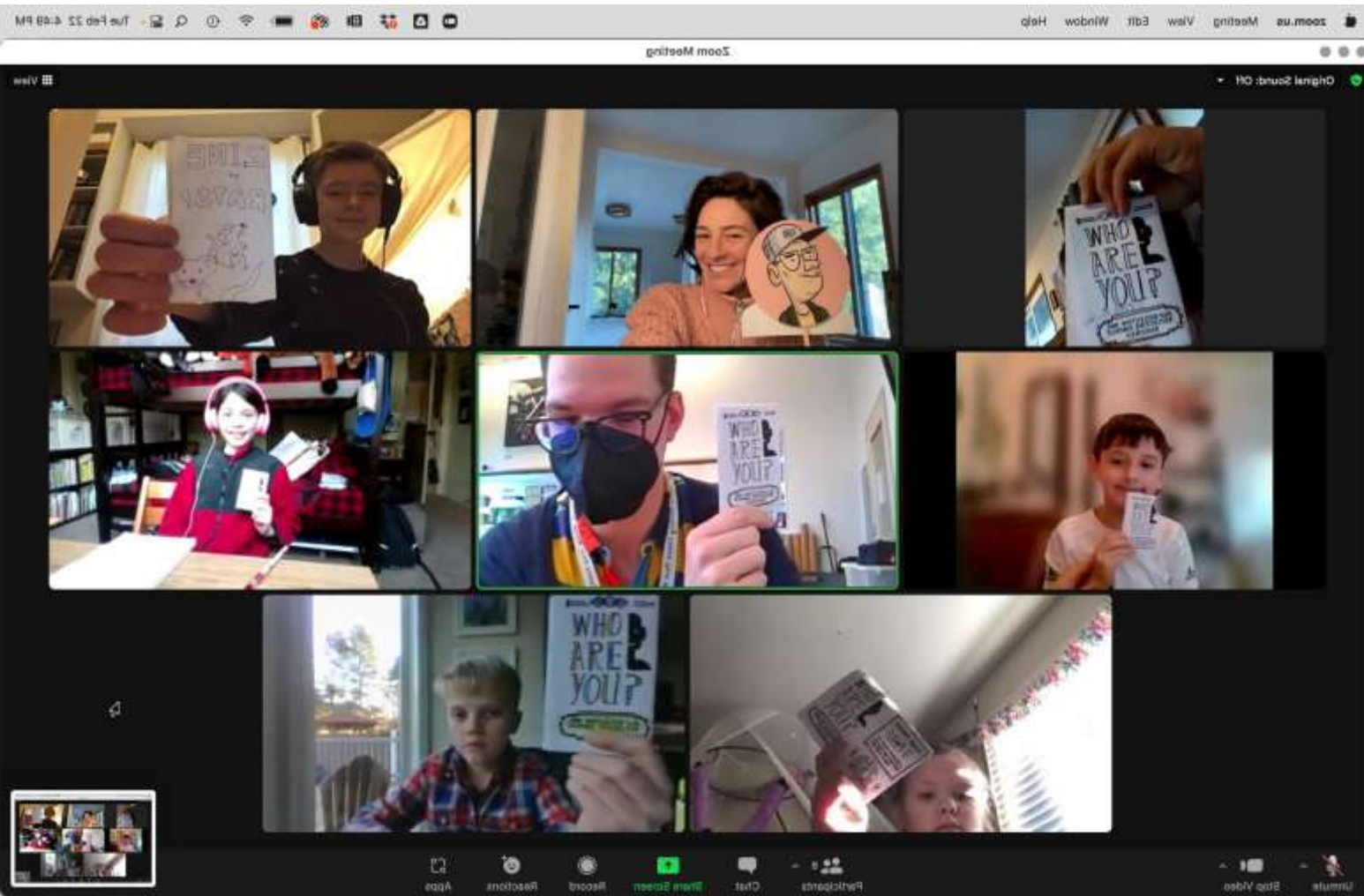
# Consult on Matters Affecting Library Operational Policy



Provided recommendations on policies:  
Distribution of Free Materials, Self-Reported Theft, Makerspace Use, Meeting Room Use, and Public Use of Exhibit Space

Provided comments & recommendations:  
pandemic closure and reopening, makerspace development and implementation, operating hours, intellectual freedom, utilization trends





# Recommendations Regarding Library Improvements

## Strategic Plan Update

- Foster Community Connection
- Nurture Learning & Exploration
- Promote Discovery & Access
- Support Community Inclusion

3000+ new student card accounts

Constructed Makerspace, introduced new programming

\$13,500 ARPA grant to connect Latino residents to reading and resources

15,000+ take-home activity kits

# Highlighted Accomplishments

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# Hear & Consider Complaints

- Review comment cards, provide feedback

# Tualatin Library Advisory Committee

Questions?





City of Tualatin

## CITY OF TUALATIN Staff Report

**TO:** Honorable Mayor and Members of the City Council

**THROUGH:** Sherilyn Lombos, City Manager

**FROM:** Ross Hoover, Parks and Recreation Director  
Julie Ludemann, Recreation Manager

**DATE:** March 28, 2022

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### **SUBJECT:**

Consideration of Resolution No. 5609-22 Authorizing the City Manager to Execute a Memorandum of Understanding Between the Tigard-Tualatin School District, City of Tualatin, and City of Tigard to Develop a Strategy for Joint Operations and Use of Sports and Athletic Fields.

### **RECOMMENDATION**

Staff recommends adoption of Resolution No. 5609-22 to authorize the City Manager to execute a Memorandum of Understanding for the joint operations and use of sport and athletic fields with the School District and City of Tigard.

### **EXECUTIVE SUMMARY:**

City Council adopted the Parks and Recreation Master Plan in 2019 that identified the need for additional sports fields for community educational, recreational and competitive athletic activities. The system wide master plan process involved extensive public outreach and community engagement. The master plan demonstrates the deficiency of field space, and the *need for additional sport fields, and enhancements to existing fields to improve and expand playability*. The Parks and Recreation Master Plan recommends a school joint use agreement that includes *Coordination of use of school facilities; formalize a system-wide joint use agreement*.

The Memorandum of Understanding (MOU) has two main components: 1. Create consistent policies, practices and scheduling for field use; 2. Renovate and improve identified existing fields that have safety, access and equity use concerns. The partnership with the school district and neighboring city is a cost effective approach to acquiring additional land to build new fields.

Community benefits include:

- Increase opportunities for physical, mental, and emotional wellness
- Equity and access for all
- Efficiently use and steward publicly owned spaces
- Reduce barriers for participation in activities

Goals of the MOU:

- Dedicate staff to develop recommendations
- Develop shared reservation practices and policies
- Define shared field scheduling
- Identify school sites for future shared field investments

Funding opportunities to support future partnership

**FINANCIAL IMPLICATIONS:**

We do not expect any cost to develop a plan for an Intergovernmental Agreement to implement the partnership of the three municipal agencies working together on field joint operations and use. Future funding will be needed implement the outcome of the MOU planning and collaboration.

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**ATTACHMENTS:**

Resolution No. 5609-22

Exhibit A - Memorandum of Understanding  
Presentation

# Athletic and Sports Field Use

Partnership between City of Tualatin  
City of Tigard and the Tigard-Tualatin School District



# Current State

- ▶ City of Tualatin, City of Tigard and TTSD
  - ▶ Different reservation processes and reservation forms
  - ▶ Different sets of field use policies
  - ▶ Different field scheduling staff



# Current State

- ▶ Realities of current state
  - ▶ Fees are inconsistent between organizations
  - ▶ Current reservation policies creating barriers to equitable access
  - ▶ Increase in demand and new youth sports reservations
  - ▶ Maintenance levels vary between organization
  - ▶ Higher level of maintenance not financially sustainable
  - ▶ Frustration and confusion from local youth sports organizations

# Shared Work

- ▶ In 2020, Tigard-Tualatin School District, City of Tualatin, and City of Tigard
  - ▶ Series of meetings
  - ▶ Discussed potential improvements
  - ▶ Developed recommendations
- ▶ In January of 2022, the elected representatives from each agency
  - ▶ Held a joint work session
  - ▶ Considered the proposed recommendations
  - ▶ Provided direction for staff of each organization

# Values Alignment

- ▶ Equity and Inclusion
- ▶ Health and Wellness
- ▶ Accessibility
- ▶ Economic Vitality
- ▶ Sustainability and Efficiency

# Partnership Overview

- ▶ Define a new model of partnership and cooperation between the three organizations.
- ▶ Develop an amenable, long-term strategy for the increased public use and stewardship of sports and athletic fields

# Shared Goals

- ▶ To increase opportunities for physical, mental, and emotional wellness
- ▶ To ensure equity and access for all
- ▶ To efficiently use and steward publicly owned spaces
- ▶ To reduce barriers for participation in activities

# Memorandum of Understanding (MOU)

## Key Points

- ▶ Dedicate staff resources to attend meetings, perform outreach, and develop recommendations for adoption by the Parties.
  
- ▶ Develop shared reservation practices and policies that:
  - a. Includes a shared fee schedule
  - b. Define priority user groups
  - c. Provide an equity/needs based allocation model
  - d. Simplify and streamline reservation process

# Memorandum of Understanding (MOU)

## Key Points

- ▶ Define how and when a shared common field and facility scheduler would be created, for the purposes of field scheduling between Parties.
- ▶ Identify school sites for future shared investment in high-quality fields.
- ▶ Identify funding opportunities that will support a future partnership.

# Next Steps

- ▶ Upon approval of this MOU, staff from each of the Parties will
  - ▶ Work cooperatively to develop an IGA.
  - ▶ Incorporate the work areas and shared goals defined in this MOU.
  - ▶ The IGA will be brought before each organization's Board or Council for consideration for adoption.





RESOLUTION NO. 5609-22

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE TIGARD-TUALATIN SCHOOL DISTRICT, CITY OF TUALATIN, AND CITY OF TIGARD TO DEVELOP A STRATEGY FOR THE JOINT OPERATIONS AND USE OF SPORTS AND ATHLETIC FIELDS.

WHEREAS, in 2020, Tigard-Tualatin School District, City of Tualatin and City of Tigard (Parties) began meeting to discuss potential improvements to the use of sports fields managed by each agency;

WHEREAS, the Parties agree that executing a memorandum of understanding would document the intent of each partner to work in good faith to develop an amenable, long-term strategy for the increased public use and stewardship of sports and athletic fields with their service areas; and

WHEREAS, the cooperation between the Parties to work together to develop a future partnership will be defined in a forthcoming Intergovernmental Agreement.

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 Memorandum of Understanding between the Tigard-Tualatin School District, City of Tualatin and City of Tigard to develop a strategy for the joint operation and use of sports and athletic fields, which is attached as Exhibit A.

**Section 2.** This resolution is effective upon adoption.

INTRODUCED and ADOPTED by the City Council this 28<sup>th</sup> day of March, 2022.

ATTEST:

CITY OF TUALATIN, OREGON

BY \_\_\_\_\_  
City Recorder

BY \_\_\_\_\_  
Mayor

## **MEMORANDUM OF UNDERSTANDING**

**Between**

**Tigard-Tualatin School District, City of Tualatin and City of Tigard**

**For the joint operations and use of sports and athletic fields**

In 2020, Tigard-Tualatin School District, City of Tualatin and City of Tigard began a series of meetings to discuss potential improvements to the use of sports fields managed by each agency. A set of recommendations were developed as an end product of these meetings. In January of 2022, the Elected Representatives from each agency held a work session to consider the proposed recommendations and to provide direction for staff of each organization.

Direction was provided to staff to develop an Intergovernmental Agreement (IGA) for consideration by each Board or Council. This future IGA will define a new model of partnership and cooperation between the three organizations.

As a first step, this Memorandum of Understanding (“MOU”), between the Tigard-Tualatin School District, City of Tualatin, and City of Tigard documents the intent of each partner to work in good faith to develop an amenable, long-term strategy for the increased public use and stewardship of sports and athletic fields within their service areas and are referred to herein as “the Parties.”

The Parties have a strong shared commitment to the community they serve. Based on this commitment, the Parties resolve to develop an IGA that is focused the following shared goals:

1. To increase opportunities for physical, mental, and emotional wellness
2. To ensure equity and access for all
3. To efficiently use and steward publicly owned spaces
4. To reduce barriers for participation in activities

These shared goals shall be achieved through the following areas of work to be defined within the IGA:

1. Dedicate staff resources to attend meetings, perform outreach, and develop recommendations for adoption by the Parties.
2. Develop shared reservation practices and policies that:
  - a. Include a shared fee schedule
  - b. Define priority user groups
  - c. Provide an equity/needs based allocation model
3. Define how and when a shared common field and facility scheduler would be created, for the purposes of field scheduling between Parties.
4. Identify school sites for future shared investment in high-quality fields.
5. Identify funding opportunities that will support a future partnership.

Upon approval of this MOU, staff from each of the Parties will work cooperatively to develop an IGA, to incorporate the work areas and shared goals defined in this MOU. The IGA will be brought before each organization’s Board or Council for consideration for adoption.

This MOU expires at midnight on \_\_\_\_\_, OR at such time that any Party, in their sole discretion, deem the proposed concepts to be unachievable; or, determine that sufficient progress toward achieving the goals is not being met for any reason. The Parties may agree in writing to amend or renew this MOU to extend its duration. The Parties, by and through their undersigned representatives, understand, acknowledge and agree that this MOU creates an agreement to continue to negotiate in good faith; PROVIDED THAT the Parties also understand, acknowledge and agree that this MOU creates no other legal right, obligation or cause of action in the Parties. Nothing in this Memorandum shall create any legal right, obligation or cause of action in any person or entity not a party to it.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding. The parties attest that the signatories to this MOU have the authority to enter into this agreement on behalf of their respective agencies.

City of Tigard


Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Tualatin-Tigard School District

Signature: 

Print Name: Dr. Sue Rieke-Smith

Title: Superintendent

Date: 02/28/2022

City of Tualatin

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



City of Tualatin

## TUALATIN CITY COUNCIL Staff Report

**TO:** Honorable Mayor and Members of Council  
**THROUGH:** Sherilyn Lombos, City Manager  
**FROM:** Jonathan Taylor, Economic Development Manager  
**DATE:** March 28, 2022

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**SUBJECT:**

Consideration of Resolution 5607-22 Establishing a Working Group for the Proposed Core Opportunity and Reinvestment Area in the I-5 Corridor (CORA).

**RECOMMENDATION:**

Staff recommends that the Council approve Resolution No. 5607-22.

**EXECUTIVE SUMMARY:**

On February 28, 2022, Council discussed the recommendation to establish a working group to advise the City on the formation of a Core Opportunity and Reinvestment Area in the I-5 Corridor region. The purpose of the working group is to meet the Council Vision 2030 of a *connected, informed, and engaged community* and is modeled off the task force established for the Southwest and Basalt Creek Development Area in 2021.

In addition to the proposal, Council requested changes to include the following 1) Representatives of the Community Involvement Organizations (CIO), 2) Residents within the area, 3) A representative of the Core Area Parking Board (CAPB), 4) A member with an arts-oriented perspective, and 5) If possible, appoint a member under the age of 25. These changes are reflected in the resolution and slate of members to be appointed.

Applications and solicitations occurred between February 29 and March 25. Council will see the slate of candidates included in tonight's resolution.

**OUTCOMES OF DECISION:**

A working group for CORA will be established that will meet four times beginning in April. The resolution and the working group will expire on December 31, 2022 (it may be extended or terminated earlier at the request of Council).

---

**ATTACHMENTS:**

- Resolution No. 5607-22

RESOLUTION NO. 5607-22

A RESOLUTION FOR THE TUALATIN CITY COUNCIL TO ESTABLISH A WORKING GROUP FOR THE PROPOSED CORE OPPORTUNITY AND REINVESTMENT AREA IN THE I-5 CORRIDOR.

WHEREAS, the Council wishes to develop a working group for the proposed Core Opportunity and Reinvestment Area (CORA) in the I-5 Corridor by establishing membership and designating responsibilities; and

WHEREAS, the Council wishes to appoint identified and interested community members to the Working Group.

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

**Section 1.** The Council establishes a working group for the CORA in the I-5 Corridor, known as the “Working Group” to advise the City.

**Section 2.** The Working Group will be composed of the following members and will have the following responsibilities:

- A. Membership:** The Working Group shall consist of at least ten (10) members: Four (4) members shall be from the public who are property or small business owners in the identified area, one (1) member shall be a member of the City of Tualatin Planning Commission (Planning Commission), one (1) member shall be a member of the Tualatin City Council (City Council) appointed by the Mayor, one (1) shall be from an interested overlapping tax district, one (1) member shall be a member of the Community Involvement Organization, two (2) members shall be from the residential Community Involvement Organizations of East Tualatin and Martinazzi Woods, and the City would like to seek participation from at least one (1) area resident.
- B. Term:** The Working Group term will expire December 31, 2022, unless extended or terminated sooner by the Council.
- C. Meetings:** It is anticipated that four (4) meetings will be held by the Working Group. All meetings shall be open to the public and minutes will be taken and published.
- D. Quorum:** Six (6) members of the Working Group shall constitute a quorum for the purpose of conducting its business.
- E. Responsibilities:** The Working Group is responsible for the following activities:
  - a.** Provide feedback on existing conditions of the area, proposed vision, values, and objectives;
  - b.** Provided feedback on the proposed boundary, area projects, and project direction;
  - c.** Identify and recommend additional projects in the proposed area; and

d. Review the financial analysis and impacts of the proposed district.

**Section 3.** The Council appoints the following members to the Working Group: Catherine Holland, Chief Cassandra Ulven, Susan Noack, Mayor Frank Bubenik, Councilor Christen Sacco, Beth Sethi, Jamison Shields, Aaron Welk, Stu Peterson, and Doug Ulmer. (One planning commissioner to be appointed in April.)

**Section 4.** This resolution is effective upon adoption.

ADOPTED by the Tualatin City Council this 28<sup>th</sup> day of March, 2022

ATTEST:

TUALATIN CITY COUNCIL

BY \_\_\_\_\_  
City Manager

BY \_\_\_\_\_  
Mayor



City of Tualatin

## CITY OF TUALATIN Staff Report

**TO:** Honorable Mayor and Members of the City Council  
**THROUGH:** Sherilyn Lombos, City Manager  
**FROM:** Nicole Morris, Deputy City Recorder  
**DATE:** 3/28/22

---

**SUBJECT:**

Consideration of Recommendations from the Council Committee on Advisory Appointments

**RECOMMENDATION:**

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

**EXECUTIVE SUMMARY:**

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

<b>Individuals</b>	<b>Board</b>	<b>Term</b>
Kathleen Silloway	Tualatin Arts Advisory Committee	Reappointment Term Expiring 03/31/25
Jeannie Hart	Tualatin Arts Advisory Committee	Term Expiring 03/31/25
Elizabeth Michels	Budget Advisory Committee	Term Expiring 12/31/22