



TUALATIN CITY COUNCIL MEETING

MONDAY, JULY 13, 2020

**JUANITA POHL CENTER
8513 SW TUALATIN ROAD
TUALATIN, OR 97062**

Mayor Frank Bubenik
Council President Nancy Grimes
Councilor Paul Morrison Councilor Robert Kellogg
Councilor Bridget Brooks Councilor Maria Reyes
Councilor Valerie Pratt

Special Announcement Regarding the July 13, 2020 City Council Executive Session

The Tualatin City Council will meet in Executive Session on Monday July 13 at 5:00 pm via Zoom teleconference. This meeting is not open to the public, but members of the media are allowed to observe discussion related to the first item. If you are a member of the media and would like to observe, please contact Assistant to the City Manager Megan George.

EXECUTIVE SESSION - 5:00 p.m.

1. The City Council of the City of Tualatin will hold an Executive Session at 5:00 p.m. pursuant to ORS 192.660(2)(d) to conduct deliberations with persons designated by the governing body to carry on labor negotiations.

Special Announcement Regarding the July 13, 2020 City Council Meeting

The Tualatin City Council meeting scheduled for Monday, July 13, will proceed at this time with several modifications:

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, July 13. These statements will be included in the official meeting record, but not read during the meeting.

For those who would prefer to make verbal comment, there are two ways to do so. As always, public comment is limited to three minutes per person.

Phone: +1 669 900 6833

Meeting ID: 895 8756 1810

Password: 18880

Link: <https://us02web.zoom.us/j/89587561810?pwd=RVdraitta3RON0R2b2c1dVNRCWFzUT09>

Questions? Please contact Assistant to the City Manager Megan George.

WORK SESSION

- [1.](#) **5:20 p.m . (40 min) - Regional Land Use and Transportation Update: Quarter 2 (2020)**
- [2.](#) **6:00 p.m. (30 min) - Urban Reserves Transportation Study (URTS) by Washington County**
- [3.](#) **6:30 p.m. (30 min) – Council Meeting Agenda Review, Communications & Roundtable.** Council will review the agenda for the July 13th City Council meeting and brief the Council on issues of mutual interest.

7:00 P.M. CITY COUNCIL MEETING

Call to Order

Announcements

1. Science & Technology Scholarship Winners

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 City Council Work Minutes of June 22, 2020
- [2.](#) Consideration of Approval of a New Liquor License Application for Brew Dr. Kombucha
- [3.](#) Consideration of **Resolution No. 5509-20** Authorizing the City Manager to Execute an Intergovernmental Agreement (IGA) with Clean Water Services (CWS) for Construction of the 105th Avenue Sanitary Sewer Upsizing along with the Garden Corner Curves Project
- [4.](#) Consideration of **Resolution No. 5511-20** Authorizing the City Manager to Execute an Intergovernmental Agreement (IGA) with Washington County for Assurance for City Construction Projects along County Right-of-Way

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. 5507-20** Awarding the Contract for Construction of the Garden Corner Curves Project, part of the Tualatin Moving Forward Bond Program
- [2.](#) Consideration of **Ordinance No. 1441-20** Updating Tualatin Municipal Code (TMC) Sections 3-3-060 Temporary Water Service and TMC 3-3-070 Hydrant Service
- [3.](#) Consideration of **Resolution No. 5513-20** Authorizing the City Manager to Execute an Intergovernmental Agreement with Business Oregon for a COVID-19 Emergency Business Assistance Program Forgivable Loan.

Items Removed from Consent Agenda

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

Council Communications

Adjournment

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

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

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



City of Tualatin

CITY OF TUALATIN Staff Report

TO: Honorable Mayor and Members of the City Council
THROUGH: Aquilla Hurd-Ravich, AICP, Community Development Director
FROM: Gareth Prior, AICP, Policy Analyst
DATE: July 13, 2020

SUBJECT:

Regional Land Use and Transportation Update: Quarter 2 (2020)

RECOMMENDATION:

Community Development staff will give an overview of key land use and transportation projects for the second quarter (Q2) of 2020 to discuss opportunities for advocacy and coordination.

EXECUTIVE SUMMARY:

The purpose of this update is to accomplish the following:

1. Highlight the top 2020 Q2 projects that are active in the decision-making or engagement process.
2. Discussion of Council, staff, and community coordination for input on these projects.
3. Provide a directory of projects going on within the county, region, and state that have an impact on Tualatin.

For Q2, staff deemed the following as top projects:

- **Clackamas County Transit Plan:** *Clackamas County*
- **Let's Get Moving 2020:** *Metro*
- **99W Corridor Study:** *ODOT, Tualatin, Tigard, Sherwood, King City, Durham, and Washington County*

Attached to this agenda is a description of the top projects and a list of active and less active projects. Staff will not provide a presentation on all of the projects, but will follow up on questions, contact speakers to come to Council, or bring forward these topics to a future work session for discussion.

FINANCIAL IMPLICATIONS:

None.

ATTACHMENTS:

- A. Transportation Policy and Funding Map
- B. Regional project tracking list for Q2 (2020)
- C. Presentation for July 13th City Council work session

Transit Development Plan: Clackamas County

Q2 Top 3

Q2 Update

Clackamas County conducted a survey in June to gather public input to inform their analysis. This plan will fill in the gaps and weave together transit plans in the Regional Transportation Plan, TriMet's Service Enhancement Plan, and service plans by other transit providers like South Metro Area Regional Transit (SMART) to plan and prioritize investment. A major funding source for new transit will be through TriMet's HB 2017 Advisory Committee/Statewide Transit Improvement Fund (STIF).

Description: With seven transit service providers in Clackamas County, there are still large areas of the county with no transit service, and existing service varies in frequency, access and connectivity. To set the stage for improved and increased transit throughout the county, this plan will study the status of transit in the county and create a Transit Development Plan.

Impact to Tualatin: This will be an important overarching document through which major transit (e.g. bus, shuttle, etc.) improvements will be planned for funding and prioritized between Tualatin and Clackamas County.

Website: <https://www.clackamas.us/planning/transit>

Contact: Brett Setterfield, Clackamas County, at (503) 742-4511 or bsetterfield@clackamas.us.

Contact Tualatin: Garet Prior, Policy Analyst, at (503) 691-3020 or gprior@tualatin.gov

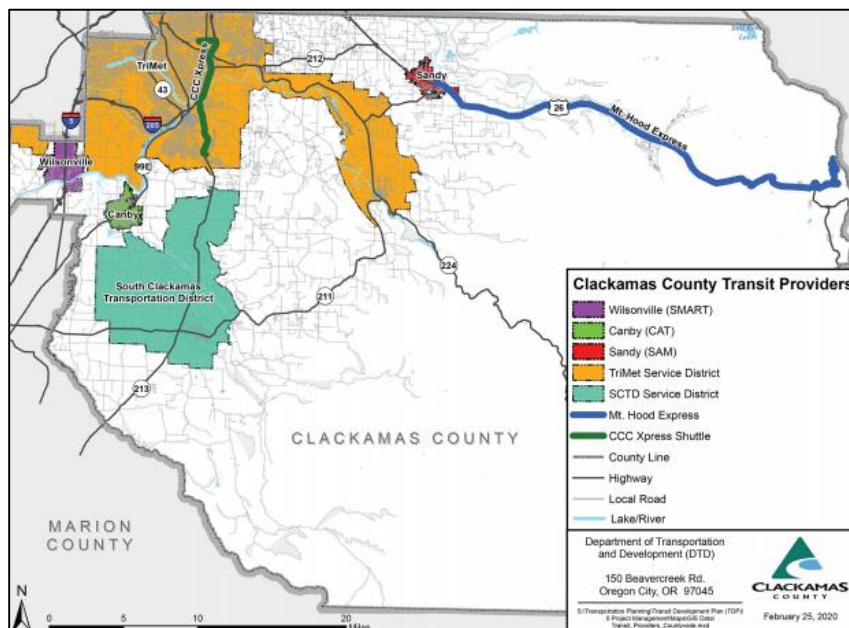


Figure 1. Image of the multiple transit providers in Clackamas County

Get Moving 2020 transportation measure: *Metro*

Q2 Top 3

Q2 Update

In July, Metro Council is finalizing the transportation investment measure for referral to the ballot for this fall. The \$3.5 million to fund a 99W corridor study is still in the measure. The proposed sources for revenue would be a vehicle registration fee and tax on business, with an exclusion for small businesses to start in 2022.

Description: By summer 2020, Metro Council will decide on whether or not to refer a multi-billion dollar transportation investment measure to voters on the November 2020 ballot.

Impact to Tualatin: If issued by Metro Council, Tualatin residents will have an opportunity to vote on a regional transportation funding measure. This funding would be necessary to build the Southwest Corridor light rail to Tualatin. It would come with additional taxes, but would establish a new source for transportation funding.

Website (project): <https://www.oregonmetro.gov/public-projects/2020-transportation-investment-measure>

Contact (project): Tyler Frisbee, Transportation Policy and Federal Affairs Manager at Metro, at (503) 797-1935 or Tyler.Frisbee@oregonmetro.gov.

Contact (Tualatin): Garet Prior, Policy Analyst, at (503) 691-3020 or gprior@tualatin.gov

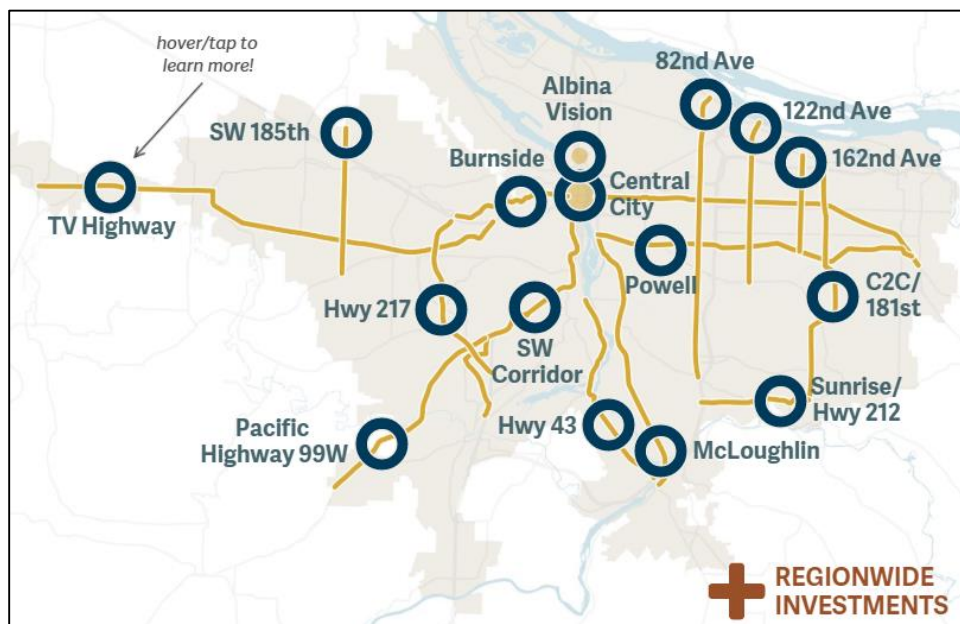


Figure 2. Map of corridors to be included in the regional measure

Highway 99W Corridor Study: ODOT, Tualatin, Tigard, King City, Sherwood, Durham, Metro, and Washington County

Q2 Top 3

Q2 Update

ODOT completed their “initial look” at a full corridor study. Early findings included the importance of this area as a regional workforce and tourism route, high safety concerns for cyclists and pedestrians, limitations of reliable travel due to congestion, and the need to serve historically marginalized communities that live in the area.

Description: A corridor study could help prioritize and direct larger efforts to achieve transformational change to meet future equity, safety, congestion, and climate smart strategy needs. For example, Tualatin’s Transportation System Plan envisioned a park-and-ride facility along 99W that would collect commuters and shift them on to public transit, thus reducing congestion on internal roads.

Impact to Tualatin: Highway 99W dissects Tualatin’s northwest corner and serves as a gateway into our major employment areas. Safety and congestion are major needs for the corridor and Tualatin residents. Tualatin Moving Forward has begun to address these needs by filling in sidewalk gaps, but larger investment is necessary to meet community needs.

Website (project):

<https://www.oregon.gov/odot/projects/pages/project-details.aspx?project=99WP>

Contact (project): Talia Jacobson, ODOT, at talia.jacobson@odot.state.or.us or (503) 731 – 8228.

Contact (Tualatin): Aquilla Hurd-Ravich, Community Development Director, at (503) 691-3018 or ahurd-ravich@tualatin.gov.

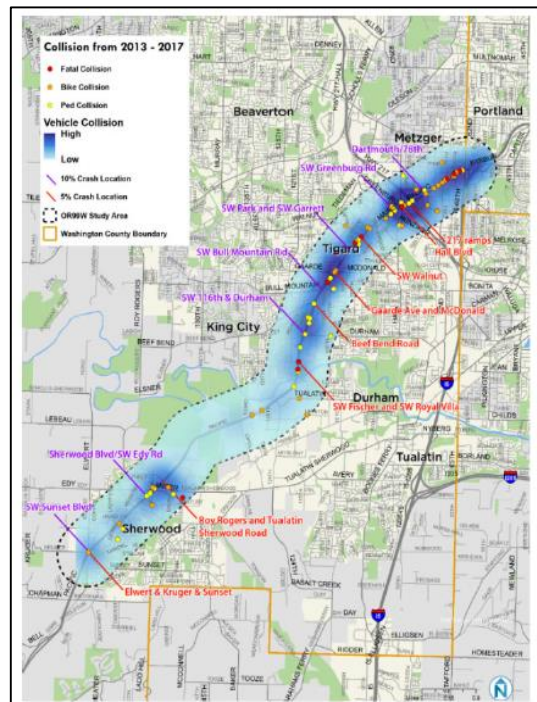


Figure 3. Collision map (2013-2017)

Southwest Corridor: *TriMet*

Active

Q2 Update: The Conceptual Design Report (CDR), which explains the design of the project, as well as the Final Environmental Impact Statement (FEIS), are in the process of being finalized for public review.

Description: An effort to establish a new 12-mile TriMet MAX line (light rail) between southwest Portland and Bridgeport Village in Tualatin (video). In addition to light rail, the plan includes roadway, bicycle and pedestrian projects, a strategy to promote equitable development in the corridor (SWEDS), and a shared investment strategy for transportation improvements that connect the corridor's communities to the proposed light rail line.

Impact to Tualatin: Major opportunities and challenges that come with new light rail. Bridgeport Transit Center is planned to serve not only locals, but as a regional hub for transportation connections.

Website (project): <https://trimet.org/swcorridor/>

Contact (project): Jennifer Koozer, Senior Community Affairs Manager at TriMet, at (503) 962-2116 or koozerj@trimet.org.

Website (Tualatin): <https://www.tualatinoregon.gov/communitydevelopment/southwest-corridor-plan>

Contact (Tualatin): Gareth Prior, Policy Analyst, at (503) 691-3020 or gprior@tualatin.gov

I-5 and I-205 Tolling Study: *ODOT*

Q2 Update: ODOT will soon be providing technical data of their initial I-205 alternatives analysis with Tualatin and other project partners. The Equity and Mobility Committee has started introductory meetings. Clackamas County is convening a policymakers and technical advisory committee to provide coordinated input into the project.

Description: ODOT will continue their process of studying tolling segments (map) on I-5 and I-205.

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

Website ODOT: <https://www.oregon.gov/ODOT/Pages/VP-join-conversation.aspx>.

Contact ODOT: Mandy Putney, ODOT's Policy and Development Manager Region 1, at (503) 731-8356 or mandy.putney@odot.state.or.us.

Contact Tualatin: Gareth Prior, Policy Analyst, at (503) 691-3020 or gprior@tualatin.gov

Urban Reserves Transportation Study: *Washington County*

Q2 Update: Washington County will provide an update on the project status at the July 13, 2020, City Council work session.

Description: Washington County is planning for the urban reserve areas by getting a better idea of existing and future transportation system needs. The project is expected to create an infrastructure finance plan template to use in concept and comprehensive planning.

Impact to Tualatin: Projections for transportation infrastructure costs for the following urban reserve areas ([see map](#)): Tonquin, I-5 East-Washington County, and Ellingsen Road North. These numbers could inform or guide future urban growth boundary expansion requests to Metro.



Website (project):

<https://www.co.washington.or.us/LUT/Divisions/LongRangePlanning/PlanningPrograms/TransportationPlanning/urban-reserves-transportation-study.cfm>

Contact (project): Jessica Pelz, Senior Planner Washington County Department of Land Use & Transportation, (503) 846-3960 or jessica_pelz@co.washington.or.us.

Contact (Tualatin): Steve Koper, AICP, Planning Manager, at (503) 691-3028 or skoper@tualatin.gov.

Shuttle expansion in Tualatin: *Ride Connection*

Q2 Update: Ride Connection has completed their public engagement on the study, but is holding on plans for expansion due to economic uncertainty with the State Transportation Improvement Fund (STIF).

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

Impact to Tualatin: Identify specific investments or expansion areas for the Tualatin Shuttle.

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

Contact (Tualatin): Garet Prior, Policy Analyst, at (503) 691-3020 or gprior@tualatin.gov

Shuttle study connecting Tualatin to West Linn and Oregon City: *Clackamas County*

Q2 Update: Clackamas County has begun the initial phase of public engagement to better understand the needs in the corridor. A survey in English and Spanish was sent throughout the Tualatin community in June.

Description: Through HB 2017/Keep Oregon Moving Regional Coordination funding, Clackamas County will be hiring a consultant to lead a transit evaluation between Tualatin and Oregon City.

Impact to Tualatin: Identify specific investments and costs for a transit connection with West Linn and Oregon City.

Contact (project): Kristina Babcock, Clackamas County Transit Coordinator, at (971) 349-0481 or KBabcock@clackamas.us.

Contact (Tualatin): Garet Prior, Policy Analyst, at (503) 691-3020 or gprior@tualatin.gov

Regional mobility policy update: *Metro and ODOT*

Active

Q2 Update: Metro and ODOT staff are preparing examples to examine the mobility policy and Tualatin submitted several examples.

Description: Metro and ODOT have been working to begin updating the Regional Mobility Policy, which sets standards for which transportation and land use development is measured or receives investment. The planned end date is in 2021.

Impact to Tualatin: The existing mobility standards require Tualatin to have targets for reducing emissions and single-occupancy vehicles, along with levels of service are requirements. The mobility policy and new standards will have a major impact on Tualatin's ability to develop or secure transportation funding.

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

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

Contact (Tualatin): Gareth Prior, Policy Analyst, at (503) 691-3020 or gprior@tualatin.gov

HB2017 Advisory Committee/Statewide Transportation Improvement Fund (STIF): *TriMet and ODOT*

Q2 Update: The HB2017 Advisory Committee is discussing the programming of discretionary funds for the FY22-24. Applications are due on November 1, 2020.

Description: Established by the HB2017/Keep Oregon Moving legislation, this is a new state fund for public transportation. There are directed and discretionary funds. For discretionary, the state legislation allocated money to TriMet to provide for the region. They established an HB2017 Advisory Committee that meets on a monthly basis to provide direction.

Impact to Tualatin: This is a possible funding source for transit investment. Although it is a state program, much of the allocation control is given to TriMet and then through the counties (Washington and Clackamas). Examples of investment are TriMet's Line 76 service increase and Ride Connection's shuttle expansion.

Website (ODOT project): <https://www.oregon.gov/ODOT/RPTD/Pages/STIF.aspx>

Website (TriMet project): <https://trimet.org/meetings/hb2017/index.htm>

Contact (project): Tom Mills, TriMet's Manager of Service Planning and Development, at millst@trimet.org.

Contact (Tualatin): Gareth Prior, Policy Analyst, at (503) 691-3020 or gprior@tualatin.gov

First-last mile transportation study: *Washington County*

Less Active

Description: The First and Last Mile study will provide information on how to improve connections between transit and commuter destinations. The project will result in recommendations for infrastructure investments and ideas on how to integrate mobility or new technology options. Tualatin's downtown WES station was selected as one of 10 finalist locations that will receive the full analysis.

Impact to Tualatin: Possible source for identifying transportation improvements to secure funding.

Website (project):

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

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

Contact (Tualatin): Garet Prior, Policy Analyst, at (503) 691-3020 or gprior@tualatin.gov

BUILD grant for Basalt Creek parkway extended: *Washington County*

Description: This project is intended for design of the Basalt Creek Parkway extension between Grahams Ferry and Boones Ferry roads. Basalt Creek Parkway will be a five lane arterial with bicycle and pedestrian facilities, drainage and street lighting. The project includes a bridge across Sealy Ditch and a new signalized intersection at Boones Ferry Road.

Impact to Tualatin: As identified in the transportation study for the Basalt Creek Concept Plan, the transportation connection between Grahams Ferry and Boones Ferry roads is needed for circulation and connectivity.

Website (project):

<https://www.co.washington.or.us/LUT/TransportationProjects/basaltcreekparkway.cfm>

Contact (project): Erin Wardell, Washington County, at 503-846-3876 or erin_wardell@co.washington.or.us.

Contact (Tualatin): Aquilla Hurd-Ravich, Community Development Director, at (503) 691-3018 or ahurd-ravich@tualatin.gov.

I-205 widening and Abernathy Bridge replacement: *ODOT and Clackamas County*

Description: ODOT's I-205 Widening and Seismic Improvements Project will add a third lane in each direction and upgrade the Abernathy Bridge and the eight other I-205 bridges in the project area to withstand a major earthquake. As of April 2020, funding has not been secured for construction.

Impact to Tualatin: In addition to the transportation benefits for Tualatin, elements of the Stafford area planning agreement are coordinated with I-205 widening completion.

Less Active

Website (project): <http://www.i205corridor.org/>

Contact (project): Ellen Sweeney, ODOT Community Affairs Coordinator, at (503) 731-8230 or ellen.sweeney@odot.state.or.us.

Contact (Tualatin): Gareth Prior, Policy Analyst, at (503) 691-3020 or gprior@tualatin.gov

Road Standards Update: *Washington County*

Description: Washington County is updating their road design standards to better achieve community priorities and aspirations. The expected completion is summer of 2021.

Impact to Tualatin: Key roads within Tualatin are owned and maintained by Washington County (Grahams Ferry, 124th, Tualatin-Sherwood, Lower Boones, and 65th). Standards for roads plays a key role in future planning and through development permitting.

Website (project):

<https://www.co.washington.or.us/LUT/Divisions/LongRangePlanning/PlanningPrograms/TransportationPlanning/road-design-standards.cfm>

Contact (project): Erin Wardell, Principal Planner, Washington County, at (503) 846-3876 or Erin_Wardell@co.washington.or.us.

Contact (Tualatin): Gareth Prior, Policy Analyst, at (503) 691-3020 or gprior@tualatin.gov.

Statewide Transportation Improvement Program (STIP) project list: *ODOT*

Description: ODOT's capital improvement plan for all state and federally funded projects.

Impact to Tualatin: This is a funding source for transportation investment on state roads.

Website (project): <https://www.oregon.gov/ODOT/STIP/Pages/About.aspx>

Contact (project): Mandy Putney, ODOT Policy and Development Manager Region 1, at (503) 731-8356 or mandy.putney@odot.state.or.us.

Contact (Tualatin): Gareth Prior, Policy Analyst, at (503) 691-3020 or gprior@tualatin.gov

Bus on Shoulder Study: *ODOT and TriMet*

Description: TriMet and ODOT will study "freeway express service" using bus on shoulder. The primary goal of the project is to determine where the market is for express and limited stop service.

Impact to Tualatin: This could be a huge benefit to Tualatin to increase TriMet or SMART bus speed and reliability along existing routes, as well as open a path for new connections (e.g. Oregon City).

Website (project): None at this time.

Contact (project): Rory Renfro, ODOT's Transit and Major Projects Principal Planner, at (503) 731-8245 or rory.j.renfor@odot.state.or.us and Tom Mills, TriMet's Manager of Service Planning and Development, at millst@trimet.org.

Contact (Tualatin): Gareth Prior, Policy Analyst, at (503) 691-3020 or gprior@tualatin.gov

TRANSPORTATION POLICY & FUNDING FRAMEWORK



**additional funding opportunities exist*



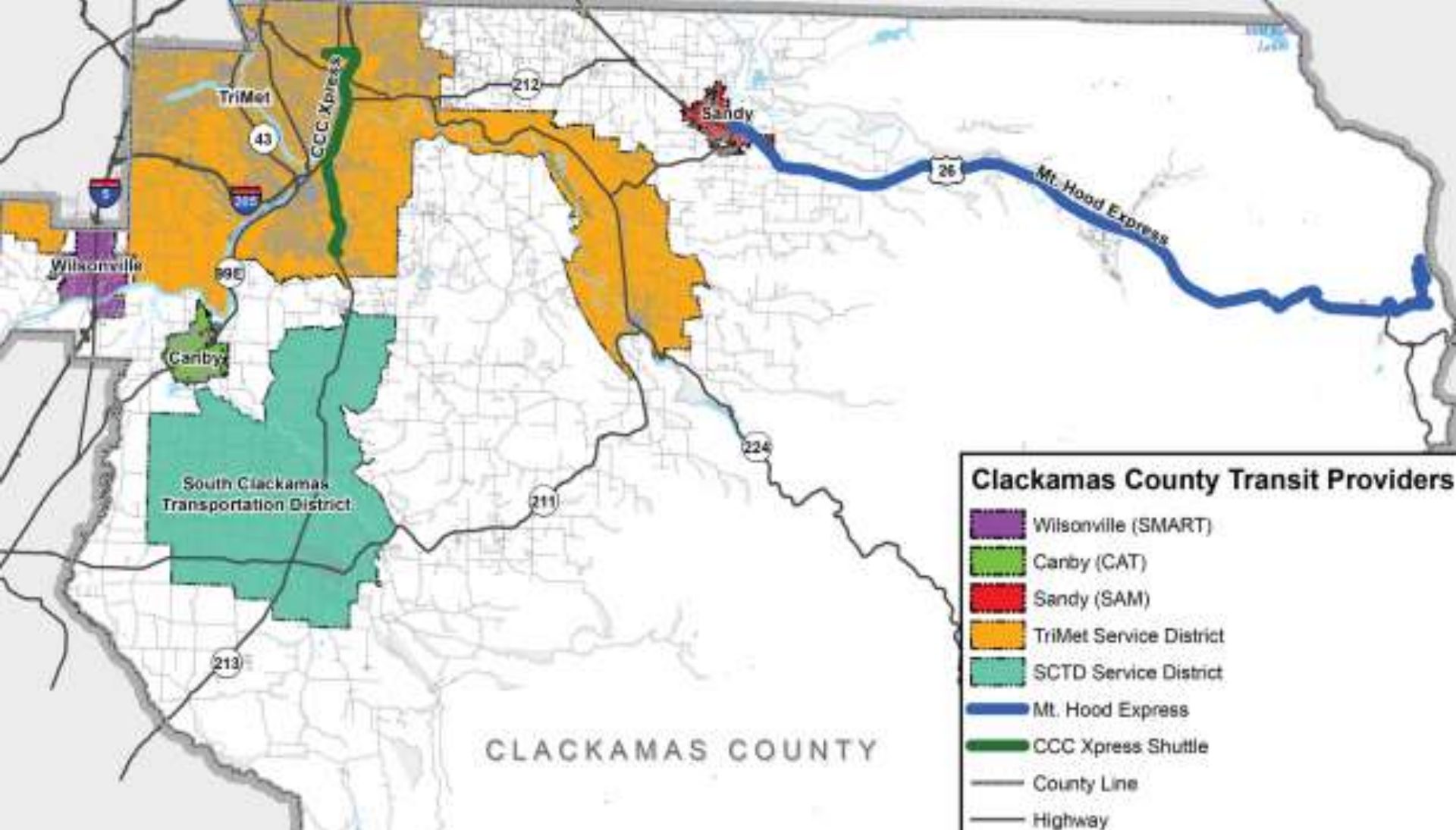
2020 Quarter 2 Regional Land Use and Transportation Update

Tualatin City Council
Work Session
6.13.2020



Purpose

1. Highlight top Q2 projects receiving public input
2. Discussion on coordinating Council, staff, and/or community input
3. Provide a directory of projects you may hear about at regional meetings



- Clackamas County Transit Providers**
- Wilsonville (SMART)
 - Carby (CAT)
 - Sandy (SAM)
 - TriMet Service District
 - SCTD Service District
 - Mt. Hood Express
 - CCC Xpress Shuttle
 - County Line
 - Highway
 - Local Road
 - Lake/River

Transit Development Plan

Clackamas County

Department of Transportation and Development (DTD)

150 Beaver Creek Rd.
Oregon City, OR 97045



TRANSPORTATION POLICY & FUNDING FRAMEWORK



*additional funding opportunities exist

Purpose of the plan

- Fill in gaps with no service
- Identify, plan, and prioritize improvements
- More robust look at transit service than TriMet Service Enhancement Plan and Regional Transportation Plan

Where is transit planned and funded?

- TriMet Service Enhancement Plan and Annual Service Plan
- Regional Transportation Plan and Regional Flexible Funds Allocation (RFFA)/Metro Transportation Improvement Plan (MTIP)
- **HB 2017 Advisory Committee/Statewide Transit Improvement Fund (STIF)**

TRANSPORTATION POLICY & FUNDING FRAMEWORK



elected, appointed, or volunteer

staff

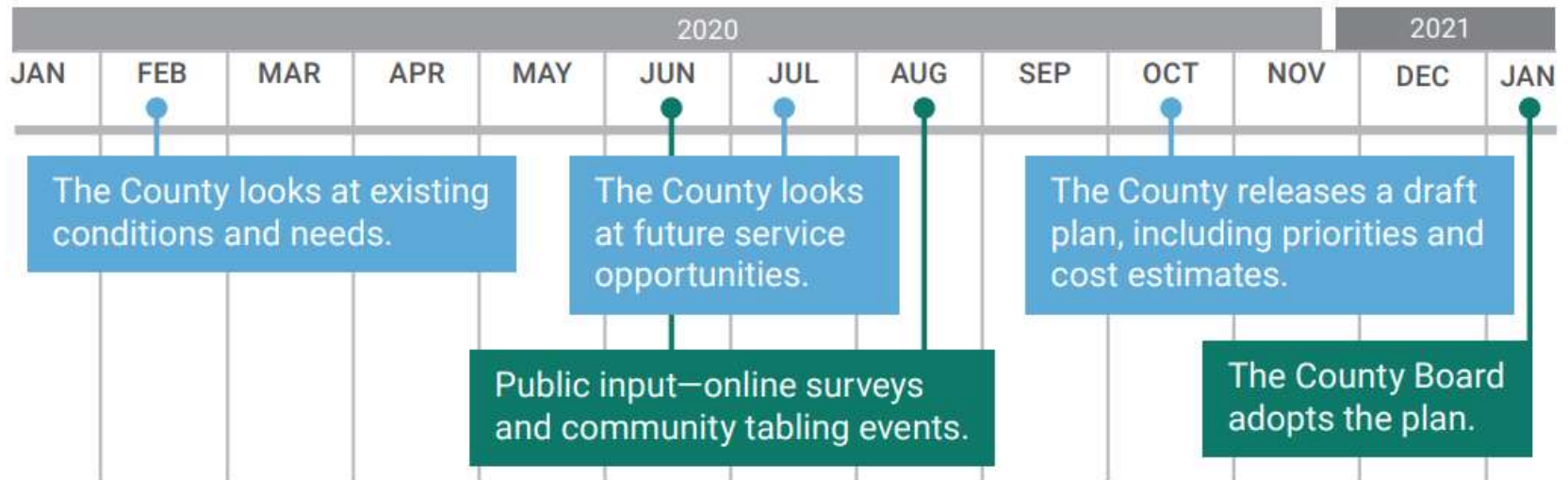
policy or plans

funding

federal funding

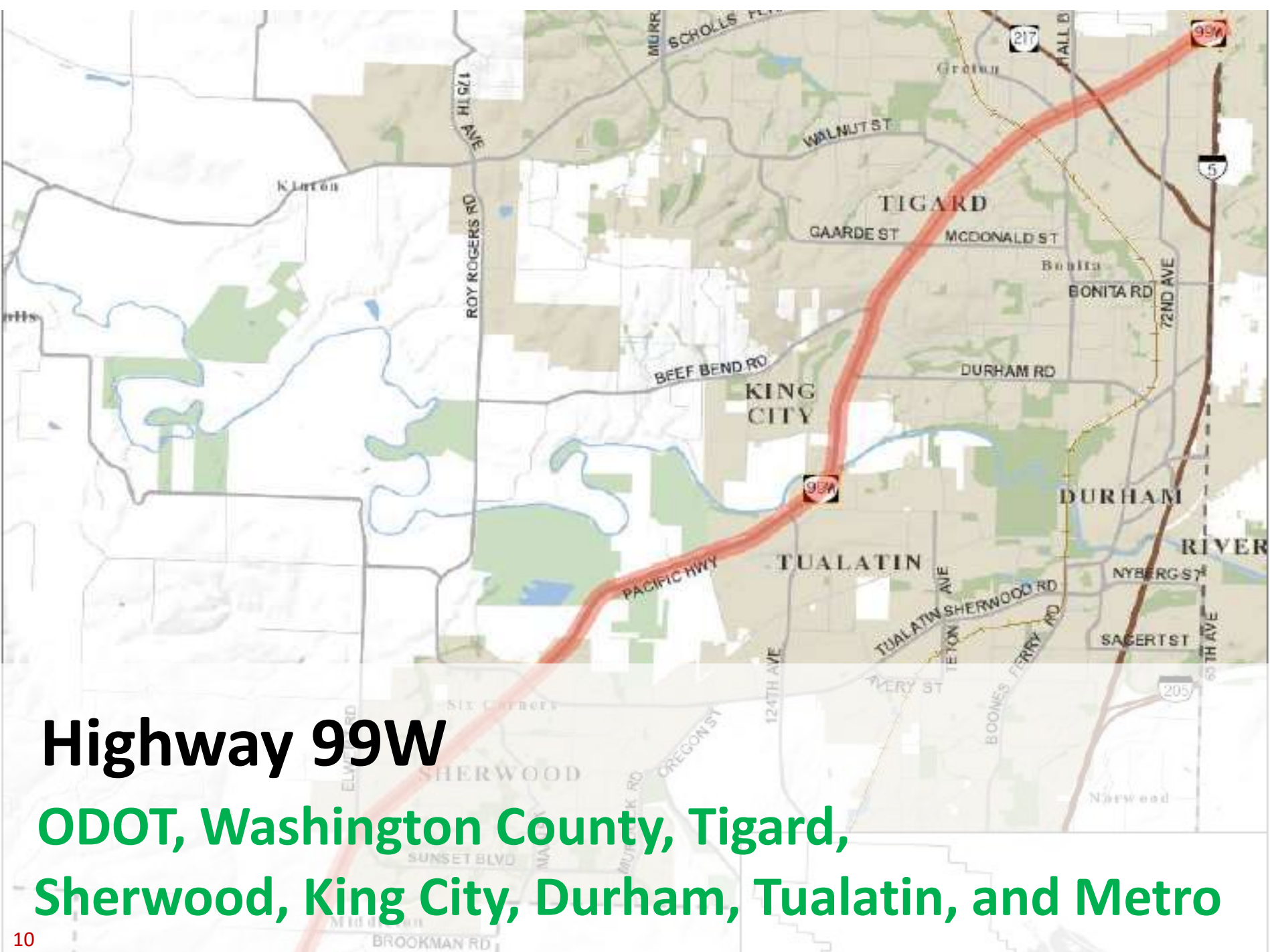
**additional funding opportunities exist*

What's the timeline?



Questions, Comments, or Direction for Staff

1. Feedback on important issues
2. Do you want Clackamas County to present at a work session?



Highway 99W

ODOT, Washington County, Tigard, Sherwood, King City, Durham, Tualatin, and Metro

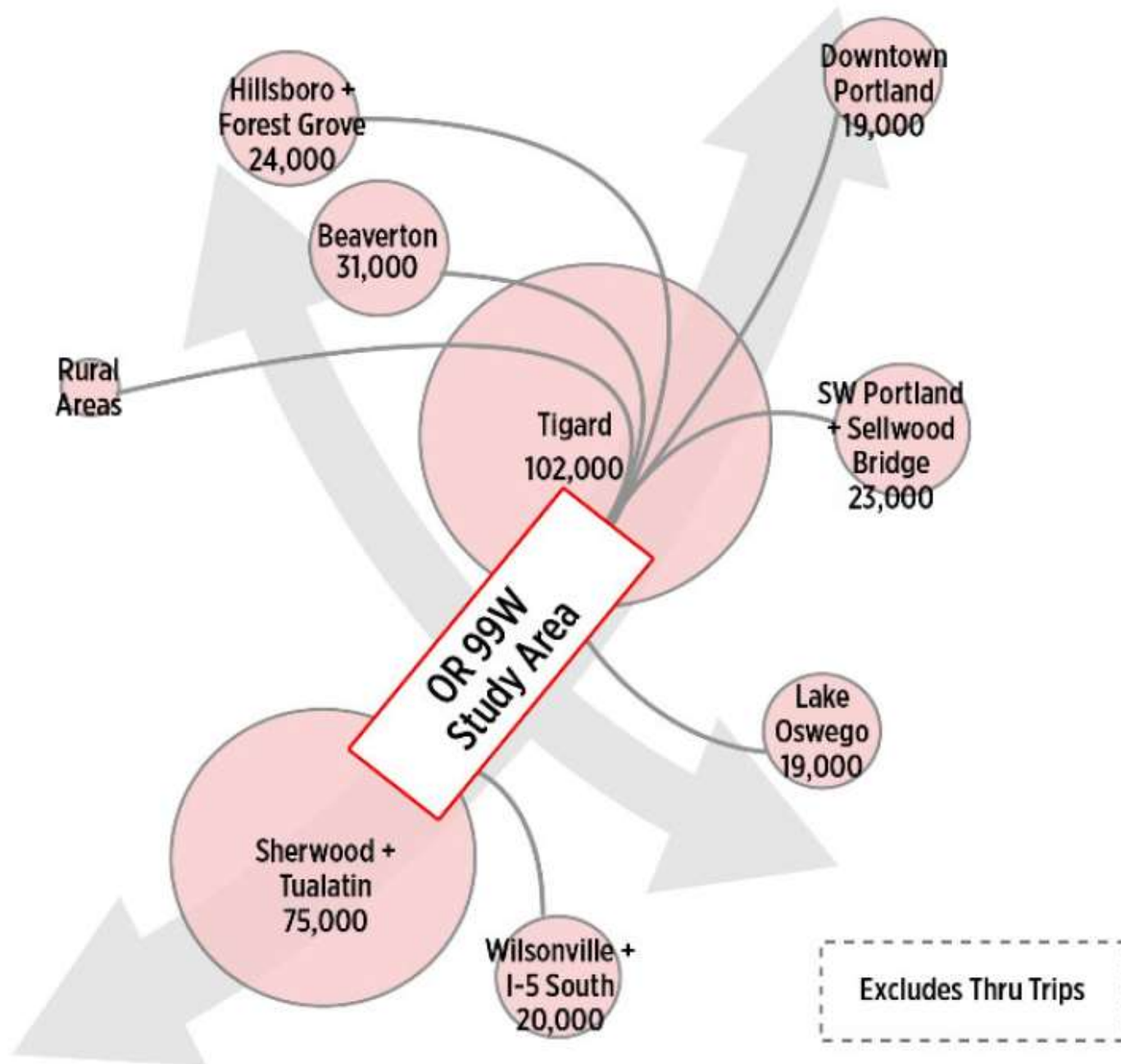
TRANSPORTATION POLICY & FUNDING FRAMEWORK

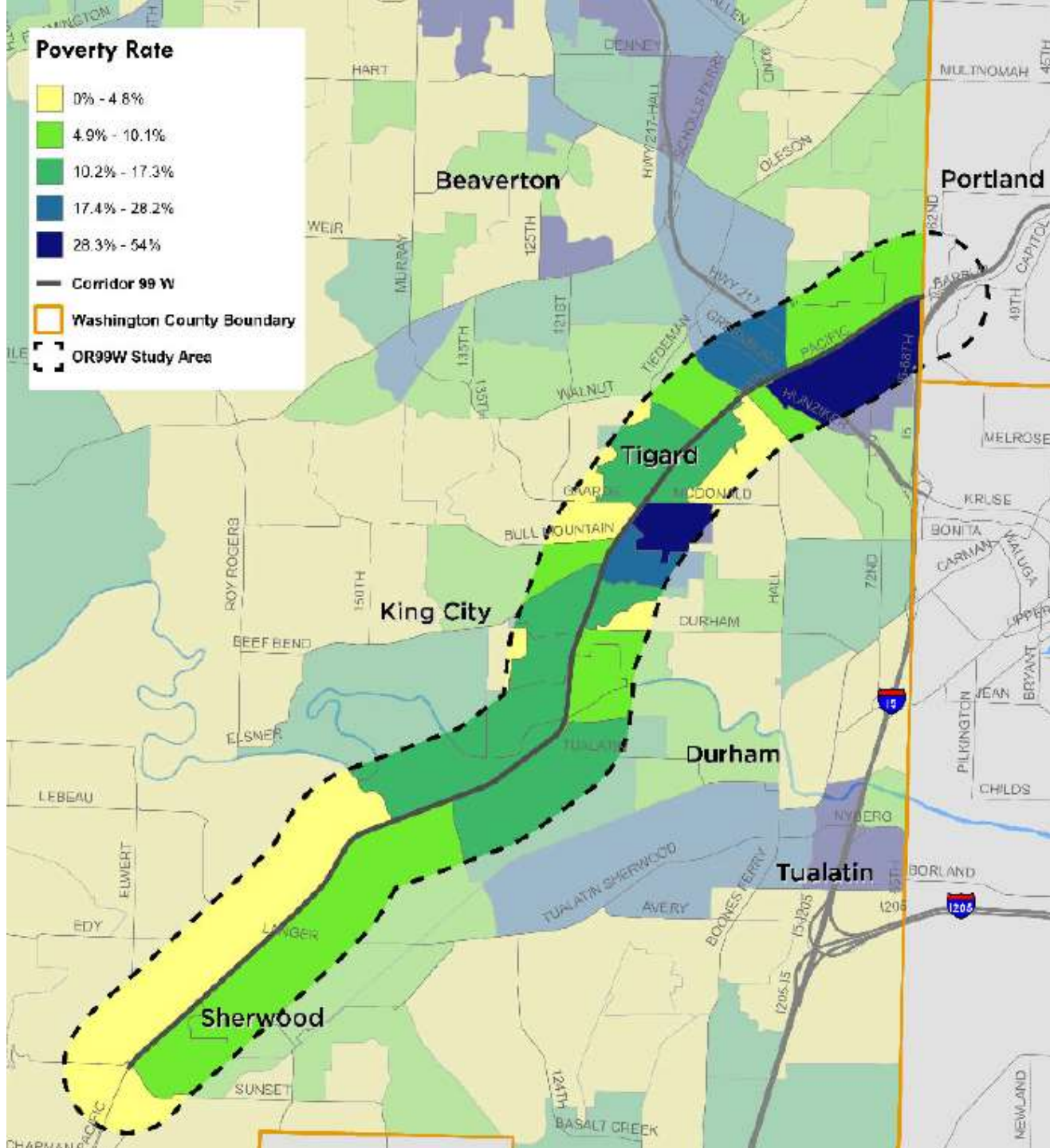


*additional funding opportunities exist

Early look findings

- Regional workforce and tourism
- Limitations of reliable travel due to congestion
- Safety concerns for pedestrians and cyclists
- Need to serve historically marginalized communities





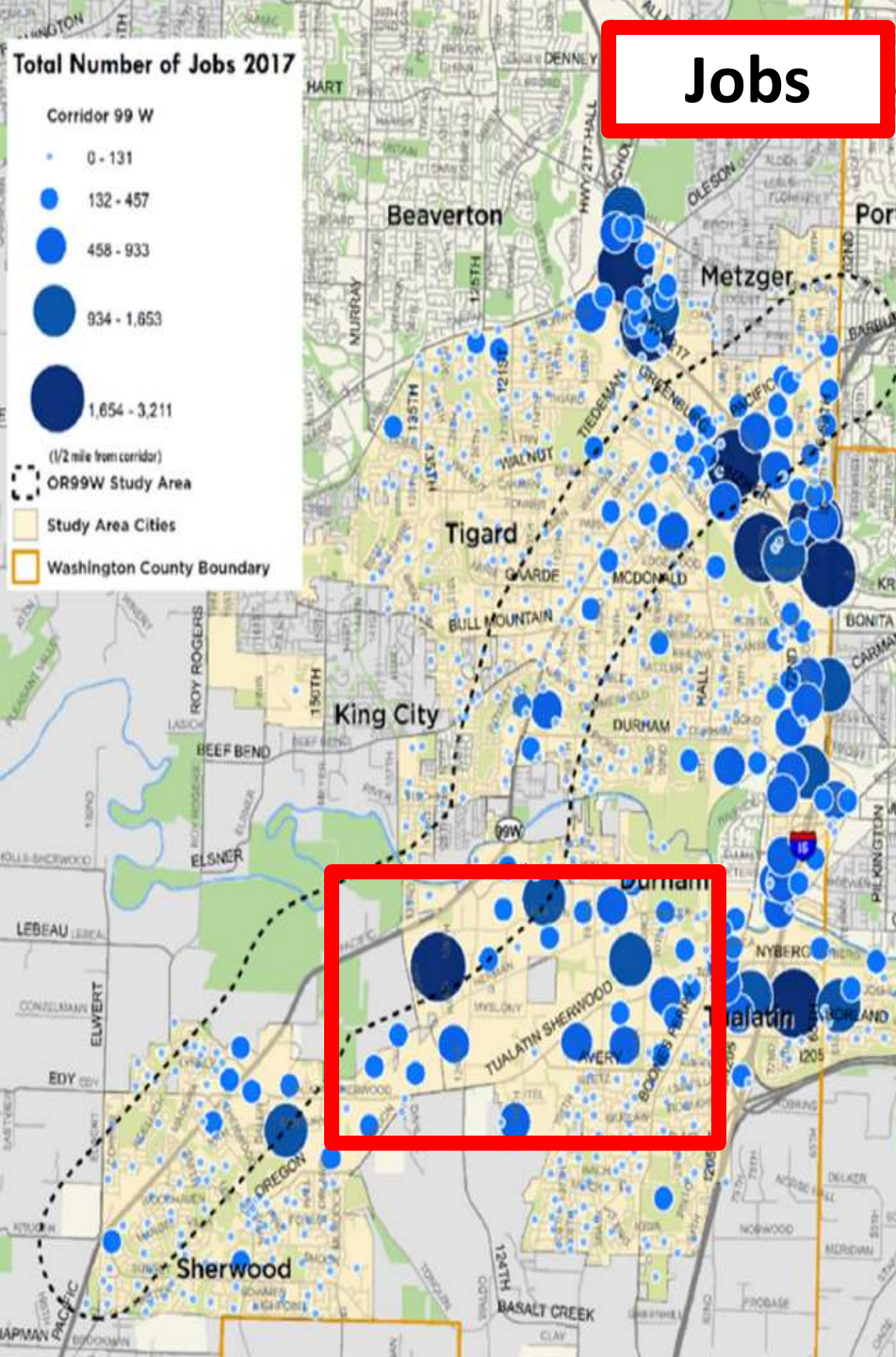
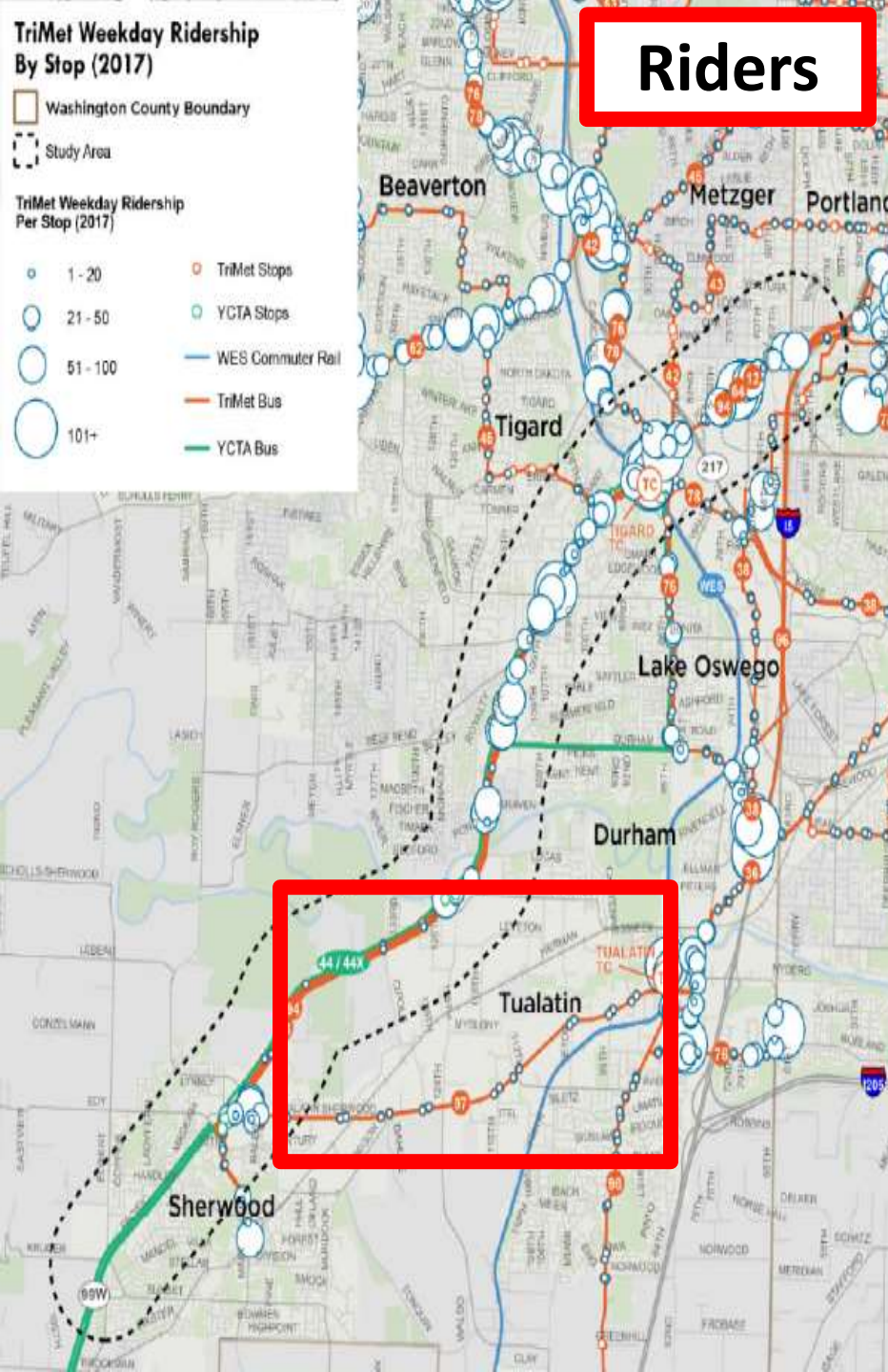
TriMet Weekday Ridership By Stop (2017)

Washington County Boundary
Study Area

TriMet Weekday Ridership Per Stop (2017)

- 1 - 20
- 21 - 50
- 51 - 100
- 101+
- TriMet Stops
- YCTA Stops
- WES Commuter Rail
- TriMet Bus
- YCTA Bus

Riders



Jobs

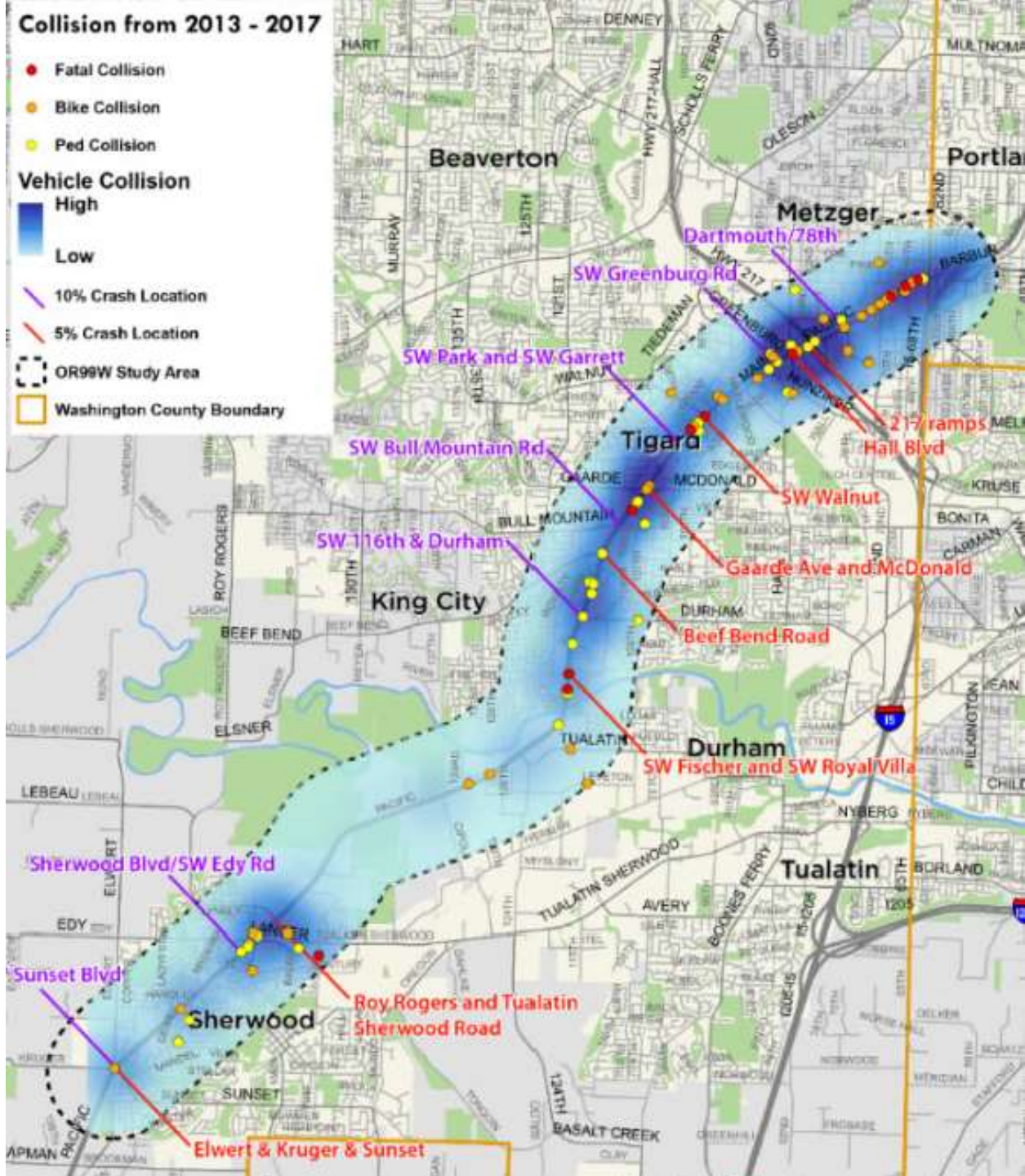
Total Number of Jobs 2017

- Corridor 99 W
- 0 - 131
- 132 - 457
- 458 - 933
- 934 - 1,653
- 1,654 - 3,211
- (1/2 mile from corridor)
- OR99W Study Area
- Study Area Cities
- Washington County Boundary

Tualatin

Collision from 2013 - 2017

- Fatal Collision
- Bike Collision
- Ped Collision
- Vehicle Collision**
- High
- Low
- 10% Crash Location
- 5% Crash Location
- OR99W Study Area
- Washington County Boundary



Next steps

- Await funding on larger corridor plan
- Continue to address short term needs through Tualatin Moving Forward
- Address Tualatin's needs through the Transportation Systems Plan update, to begin in 2021

Questions, Comments, or Direction for Staff

1. Feedback on important issues

hover/tap to learn more!



Get Moving 2020

Metro



TRANSPORTATION POLICY & FUNDING FRAMEWORK



*additional funding opportunities exist

Update

- \$3.5M for 99W corridor plan still in the measure
- Revenue looking at a combination: vehicle regulation tax + tax on business, with an exclusion for small businesses

Next steps

- Public hearing on July 16 to finalize the ballot measure referral for this November

Other

- Clackamas County established a policy and technical committee to coordinate feedback into ODOT's tolling project
- Questions or comments about projects in the *active* or *less active* list

Contact Us!

Aquilla Hurd-Ravich, AICP

Community Development Director

(503) 691-3018

ahurd-ravich@tualatin.gov

Garet Prior, AICP

Policy Analyst

(503) 691-3020

gprior@tualatin.gov



City of Tualatin

CITY OF TUALATIN Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Aquilla Hurd-Ravich, AICP, Community Development Director
Garet Prior, AICP, Policy Analyst

DATE: July 13, 2020

SUBJECT:
Washington County presentation on the Urban Reserves Transportation Study.

RECOMMENDATION:
Receive presentation and provide feedback to Washington County representatives.

EXECUTIVE SUMMARY:
Washington County is planning for the urban reserve areas by getting a better idea of existing and future transportation infrastructure needs ([project website](#)). The project is expected to create an infrastructure finance template to use in concept and comprehensive planning.

Projections are being conducted for the following urban reserve areas near Tualatin ([see map](#)):
Tonquin, I-5 East-Washington County, and Ellingsen Road North.

ATTACHMENTS:

- Report on land use assumptions (July 3, 2019)
- Report on land use assumption revisions based on city feedback (September 11, 2019)
- Presentation



Urban Reserves Transportation Study (URTS)

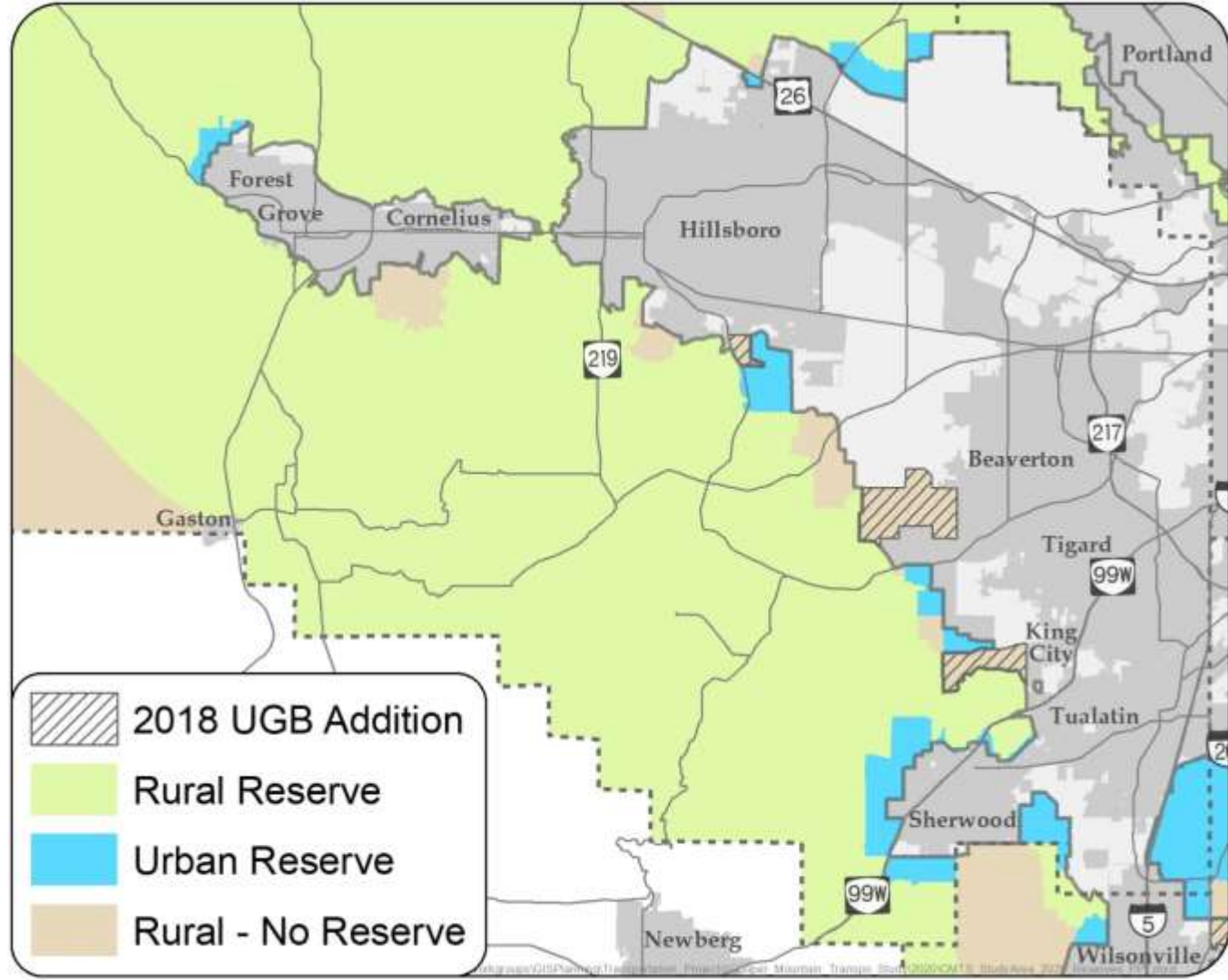
Tualatin City Council
July 13, 2020



URTS background

- Metro 2040 Planning and Development Grant
- Desire to “get ahead” of development in urban reserves:
 - How will future development affect our roadway network?
 - Where is additional multimodal capacity needed?
 - How can we help cities with concept planning?

Washington County Urban Reserves






URTS objective

Facilitate concept planning:

- Coordinate with partners on development assumptions, goals, evaluation criteria, performance measures
- Identify areas of projected multimodal capacity needs, assess future right-of-way and long-term jurisdiction needs
- Create infrastructure finance plan template



URTS Technical Advisory Committee (TAC) and outreach

- Project TAC includes: Clean Water Services, TriMet, Metro, ODOT, city staff
- Outreach focused on city and county community groups
- Targeted stakeholder outreach

URTS elements and timeline

- Project kick-off: May 28, 2019
- Work expected through 2020; potential TSP amendments 2020-2021
- Project elements:





Work completed

- Developed land use assumptions for each reserve
- Began travel demand modeling
- Began engineering feasibility analysis of identified projects



Land use assumptions

- Determined developable acreage for each urban reserve
- Allocated dwelling units and employees per acre to each
 - Adjusted based on city feedback



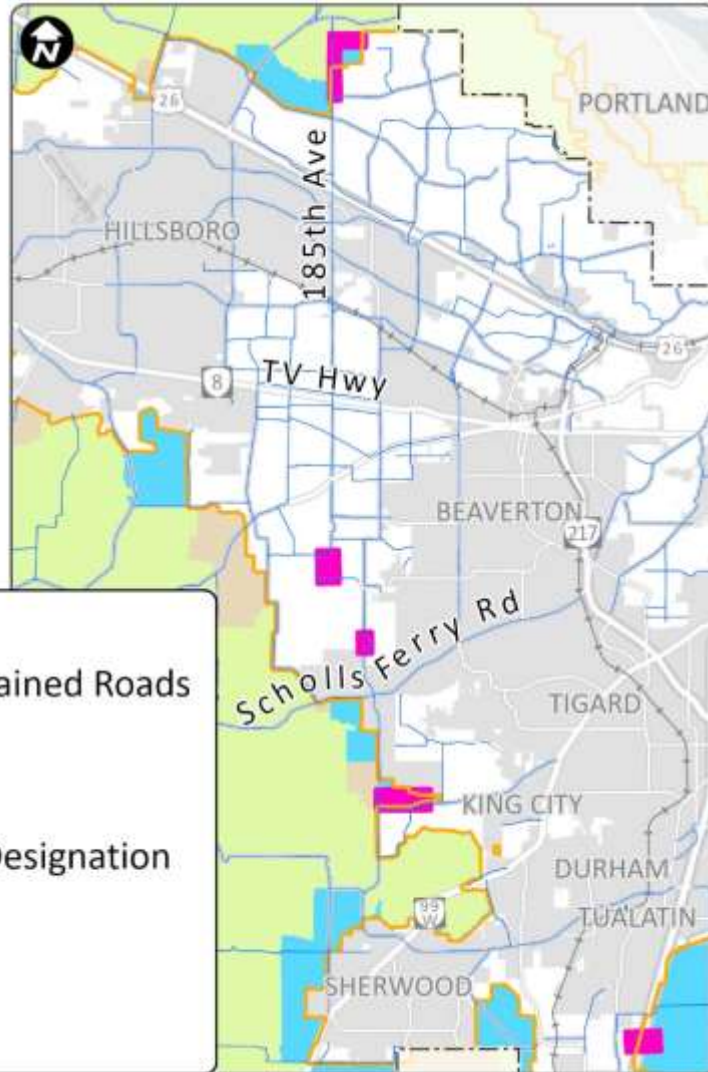
Travel demand modeling

- Land use assumptions basis for modeling
- Will determine future transportation system needs – e.g. roadway and intersection capacity
- Included 24 study intersections
- Necessary mitigation expected to be part of city concept planning

Engineering feasibility analysis

- Beef Bend Road at Roy Rogers Road
- 175th Avenue “kink”
- Shackelford Road extension to 185th Avenue
- 185th Avenue improvements between Springville and future Shackelford roads
- 185th Avenue extension between Gassner and Kemmer roads
- Basalt Creek Parkway overcrossing of I-5

Project feasibility map





URTS next steps

- Finish travel demand modeling & analysis
- Infrastructure analysis report – will include recommended future improvements
- Develop infrastructure funding plan template and toolkit

Questions?

Jessica Pelz, AICP, Senior Planner
jessica_pelz@co.washington.or.us
503-846-3960



LAND USE & TRANSPORTATION MEMORANDUM

Planning and Development Services

Date: July 3, 2019

To: Washington County Cities

From: Julie Sosnovske, Transportation Planner
Jessica Pelz, Senior Planner

Subject: City Review of Urban Reserve Transportation Study (URTS) Land Use Assumptions

The County's Urban Reserves Transportation Study (URTS) will work with cities and Metro to gain an understanding of future land use and development assumptions in the urban reserve areas and their impacts on the transportation system. The County has obtained preliminary land use assumptions from Metro's Goal 14 analysis for the 2018 Urban Growth Report and from previously completed concept plans for some of the urban reserves. The land use assumptions inform the travel demand modeling with the level of development density we might expect to see in the urban reserve areas in the future. The land use assumptions are based on the projected number of households and jobs for each TAZ within an urban reserve area. In some areas, TAZs contain a mix of land types – e.g. urban, urban reserve, urban unincorporated, rural reserve – and in these areas we have attempted to separate out the land use assumptions for only the area of the TAZ within the urban reserve for review purposes.

Metro assumed an average of 10 dwelling units per acre for most of the urban reserve areas (with environmentally constrained and other lands removed), and that is the starting point for our analysis. However, many cities have completed some level of concept planning for their adjacent urban reserve areas. Where more detailed forecasts were available, we have adjusted the base number of units per urban reserve area to reflect these more refined forecasts. The table below lists the urban reserve areas by name (identified by Metro) along with the jurisdiction primarily responsible for review and the associated TAZ numbers. The preliminary land use assumptions are further described in this memo, and maps showing the future household and job projections are included for your review.

Washington County Urban Reserves Land Use Assumptions

This study focuses on Washington County's urban reserve areas (URAs). However, the county's southeastern URAs are adjacent to the larger Stafford Basin URAs, which need to be addressed in the modeling. The following sections address the methodology for the Stafford Basin and the Washington County URAs.



LAND USE & TRANSPORTATION MEMORANDUM

Planning and Development Services

Urban Reserve Area Land Use Assumptions Review

Urban Reserve Area	Jurisdiction(s) Responsible for Review	TAZ Numbers
I-5 East	Wilsonville/Tualatin	1121, 1122
Elligsen Road North	Wilsonville/Tualatin	1122, 977, 978
Elligsen Road South	Wilsonville/Tualatin	977, 976
Tonquin	Sherwood/Tualatin	982, 998, 999
Sherwood South	Sherwood	987
Sherwood West	Sherwood	1428, 1429, 1432
Sherwood North	Sherwood	996, 997, 1000, 1428
Beef Bend South	King City	1001, 1051
Roy Rogers East	Tigard	1004
Roy Rogers West	Tigard	1003
Cooper Mountain	Beaverton	1152, 1153, 1155
South	Hillsboro	1350, 1351, 1364, 1365
David Hill	Forest Grove	1394, 1395
Brookwood Parkway	Hillsboro	1258, 1259
Bendemeer	Hillsboro	1456, 1458, 1461
Bethany West	Washington County	1462

Stafford Basin Urban Reserves:

Land use assumptions from recent (2035) and current (2040) Metro Models and Washington County Transportation Futures Study (WCTFS) scenarios were compared within the Stafford Basin. Washington County and Clackamas County geographies were broken out separately.

Stafford Area Land Use Assumptions

County	Households				Employment			
	Metro 2035	Metro 2040	WCTFS – Scenario 1	WCTFS – Scenario 2	Metro 2035	Metro 2040	WCTFS – Scenario 1	WCTFS – Scenario 2
Washington	192	845	4,409	6,239	141	834	4,573	5,640
Clackamas	1,409	1,824	13,562	16,021	1,253	1,616	10,061	11,576
Total	1,601	2,669	17,971	22,260	3,429	4,490	14,634	17,216

The WCTFS was intended to take a long-term look at buildout land use in all Urban Reserves and other potential infill development (e.g. intensification of employment land uses within the existing UGB). Due to the long-term infrastructure issues and planning agreements in the Stafford Basin area, Washington County’s approach for this study is to maintain Metro’s 2040 land use and trip generation assumptions for the Clackamas County portion of the Stafford URAs. As shown in the table above, these assumptions are higher than they were in 2035, but significantly lower than what was estimated for the WCTFS. Assumed growth in the Washington County portion of the Stafford Urban Reserves will be addressed in the same manner as the rest of Washington County’s Urban Reserves, which is discussed in the next section.



LAND USE & TRANSPORTATION MEMORANDUM

Planning and Development Services

Washington County Urban Reserves:

As part of Metro’s 2018 Urban Growth Report, Metro conducted a Buildable Lands Inventory (BLI) analysis for the 16 Urban Reserve Areas (URAs) within Washington County. This analysis assumed 10 residential units per acre after removing schools, parks, and organizations. For partially constrained areas (with Title 13 impacts), 3 residential units per acre were assumed. This BLI was used as a starting point for each URA, except where previous concept planning work had been completed. Refinements from work conducted in the Cooper Mountain (South Cooper Mountain Concept Plan), Beef Bend South (King City Concept Plan), Sherwood West (Sherwood West Concept Plan), David Hill (preliminary concept plan work), and South (South Urban Reserve Analysis and Witch Hazel Village Study) urban reserves were substituted where sufficient detail was available.

Metro’s BLI assumed that all areas would develop primarily as residential. However, previous consideration of the Tonquin URA indicated that it would likely be employment land. A separate analysis was conducted for this area based on assumptions for nearby employment lands to the north. These preliminary estimates (Metro BLI or Concept Plan refinements) were compared to other available Transportation Analysis Zone (TAZ) level data for the URA’s as follows:

1. The portion (by area) of each TAZ within the Washington County URA’s was estimated.
2. Since the WCTFS assumed buildout, it was further assumed that development within each TAZ was equally likely to be located within the URA portion or within the previous UGB. In other words, development was assumed to be spread evenly throughout the TAZ.
3. The proportion of development estimated within the urban reserves for each TAZ was multiplied by previous estimates of development within the TAZ for the following scenarios:
 - Metro 2015 Land Use (Metro 2018 RTP)
 - Metro 2040 Land Use (Metro 2018 RTP)
 - WCTFS Scenario 1
 - WCTFS Scenario 2
4. For each URA, these development estimates were summed and compared with the preliminary URA land use estimates.
5. The Total Dwelling Units (Households) for all Washington County URAs were estimated and compared with previous analyses as follows:

Total URA Households (Preliminary)	Metro 2015 Households	Metro 2040 Households	WCTFS Scenario 1	WCTFS Scenario 2
35,361	2,020	15,846	26,954	32,892



LAND USE & TRANSPORTATION MEMORANDUM

Planning and Development Services

Observations:

- Metro 2015 households represents (approximately) existing development levels, which is expected to be much lower than buildout
- Metro 2040 households represents (approximately) 20 years of development, and would be expected to be lower than buildout
- Total URA households is significantly higher than both WCTFS scenarios – however, this is reasonable since both WCTFS scenarios assumed significant employment that is currently planned to shift to residential for these areas

6. The Total Employment for all Washington County URAs were estimated and compared with previous analyses as follows:

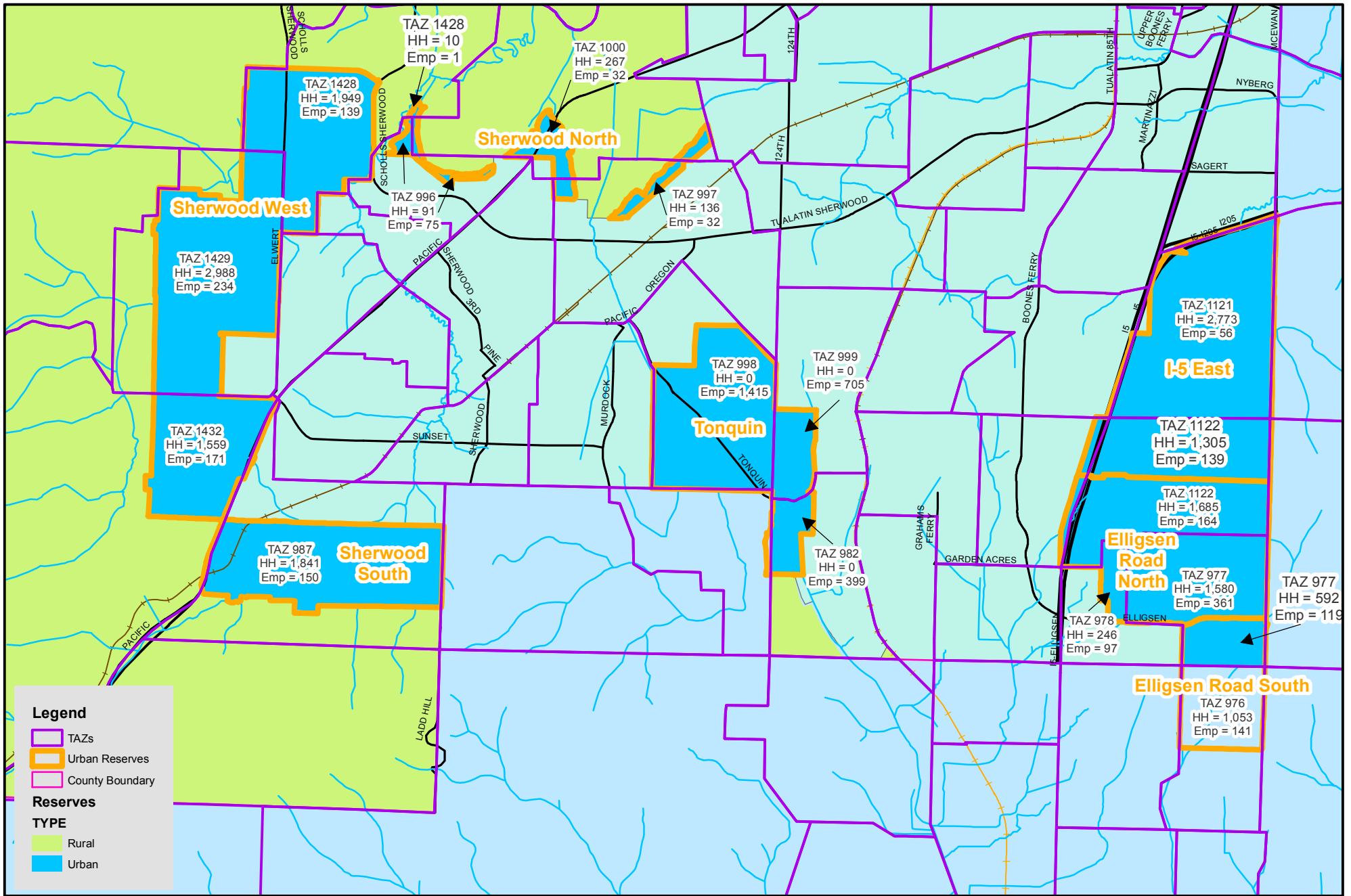
Total URA Employment (Preliminary)	Metro 2015 Employment	Metro 2040 Employment	WCTFS Scenario 1	WCTFS Scenario 2
6,189	1,853	4,915	11,255	13,781

Observations:

- Metro 2015 employment represents (approximately) existing development levels, which is expected to be much lower than buildout
- Metro 2040 employment represents (approximately) 20 years of development, and would be expected to be lower than buildout
- Total preliminary employment is significantly lower than both WCTFS scenarios – however, this is reasonable since both WCTFS scenarios assumed significant employment that is currently planned to shift to residential for these areas

7. Preliminary Households were allocated to each TAZ based on the portion of the corresponding URA that falls within it.
8. Preliminary Employment was retained from Metro’s 2040 assumptions and allocated based on the URA proportion of the corresponding TAZ. Some employment distributions were adjusted where existing UGB areas are expected to contain a higher (or lower) proportion of the overall employment for the TAZ. Key examples of this are in Wilsonville (TAZ 978) near the I-5/Stafford Interchange and in Sherwood north of significant commercial areas (TAZs 997 and 1000).
9. Employment for the Tonquin URA was estimated with a separate BLI based on assumptions previously developed for the adjacent Tonquin Employment Area just to the north. No housing was assumed in the URA.

Preliminary Urban Reserve Buildout Land Use



Legend

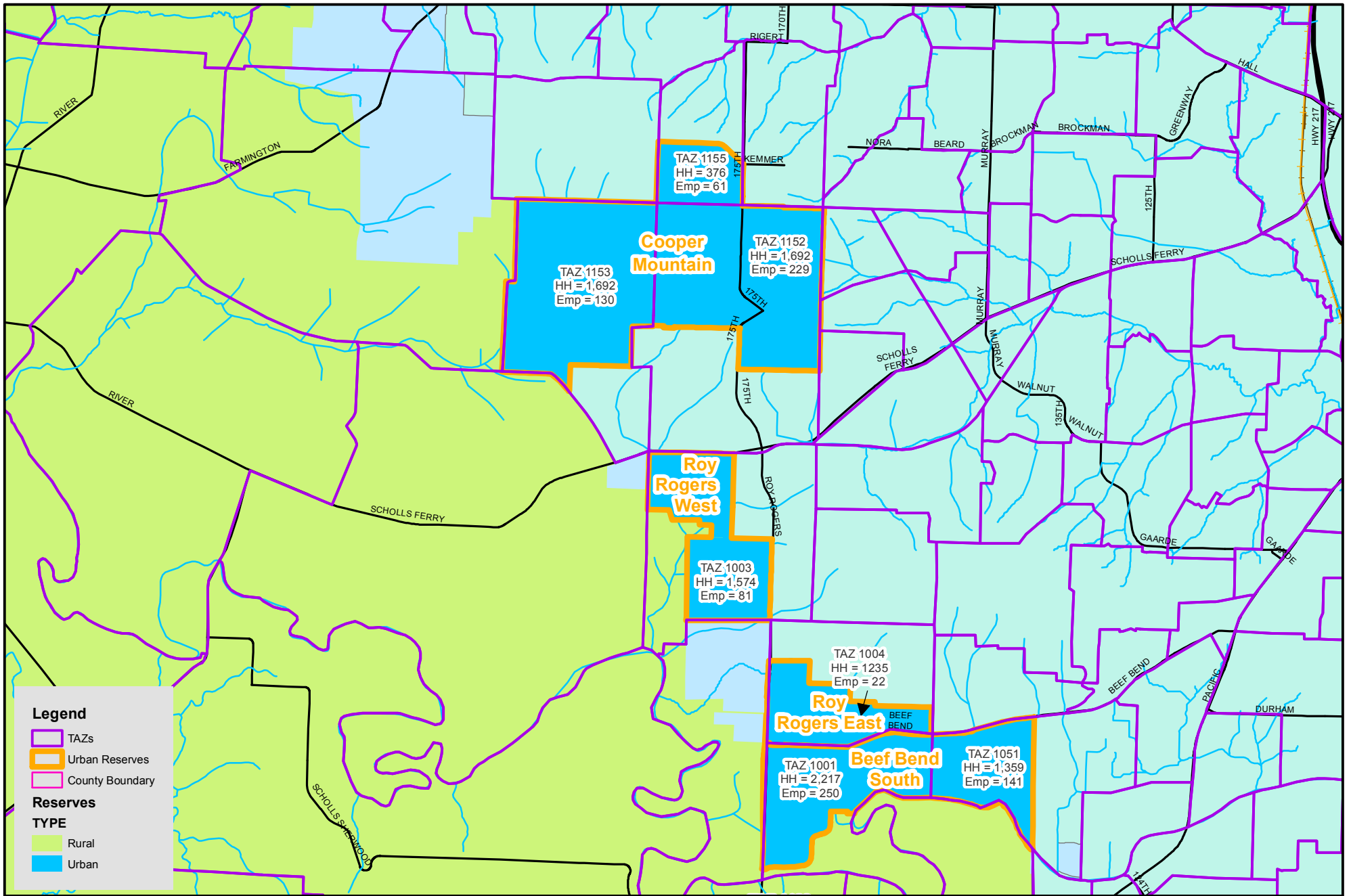
- TAZs
- Urban Reserves
- County Boundary

Reserves

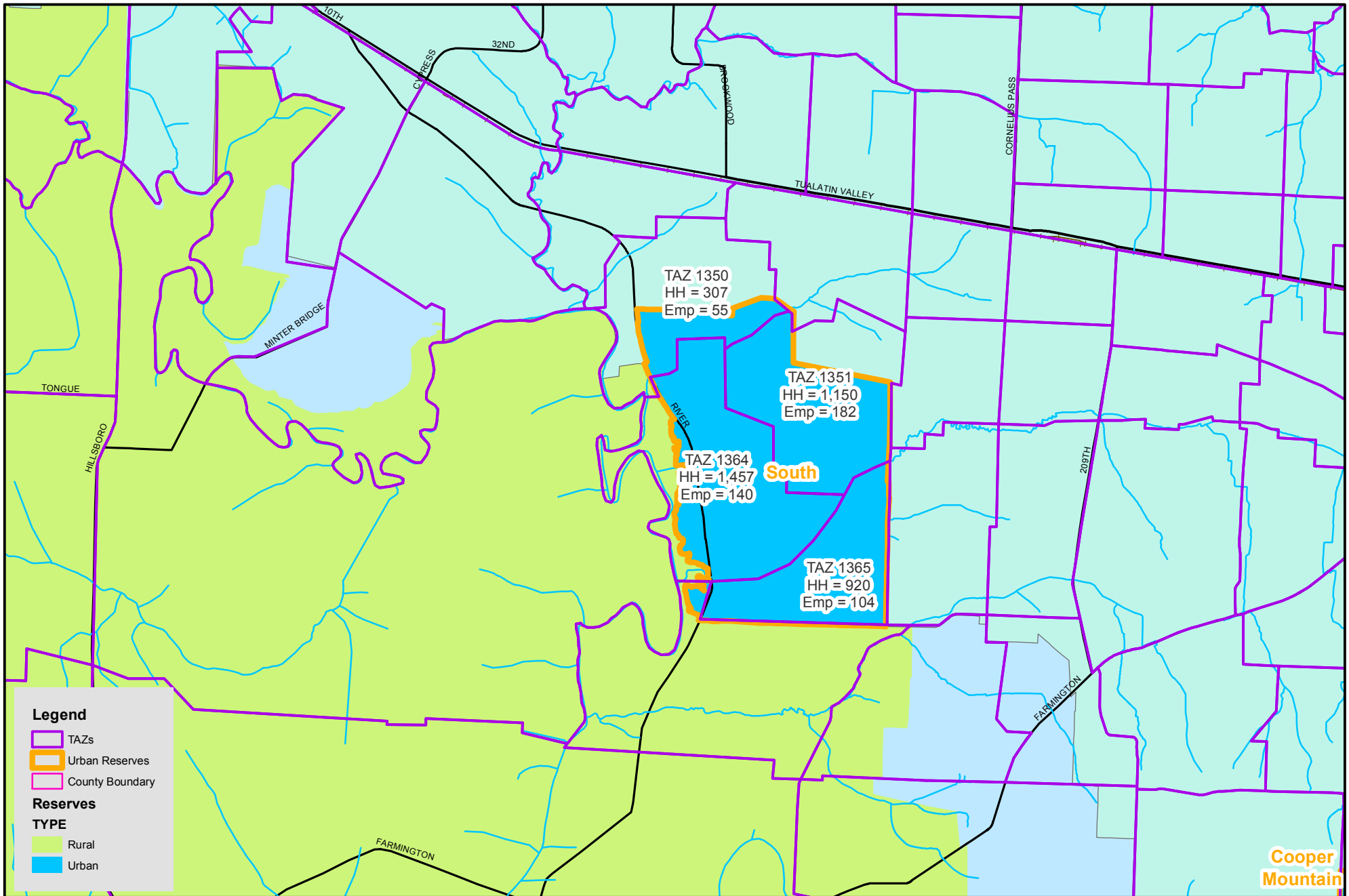
TYPE

- Rural
- Urban

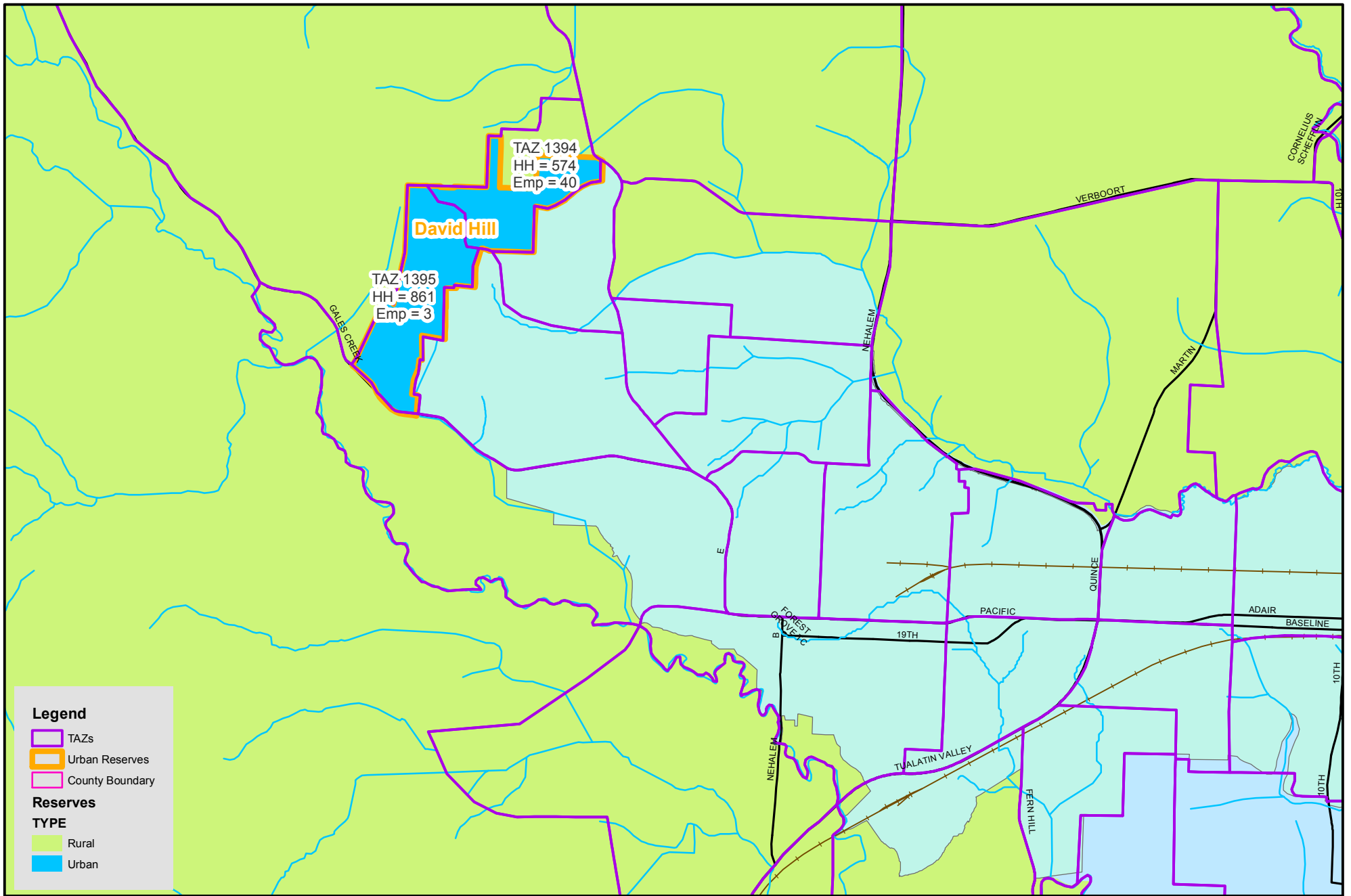
Preliminary Urban Reserve Buildout Land Use



Preliminary Urban Reserve Buildout Land Use



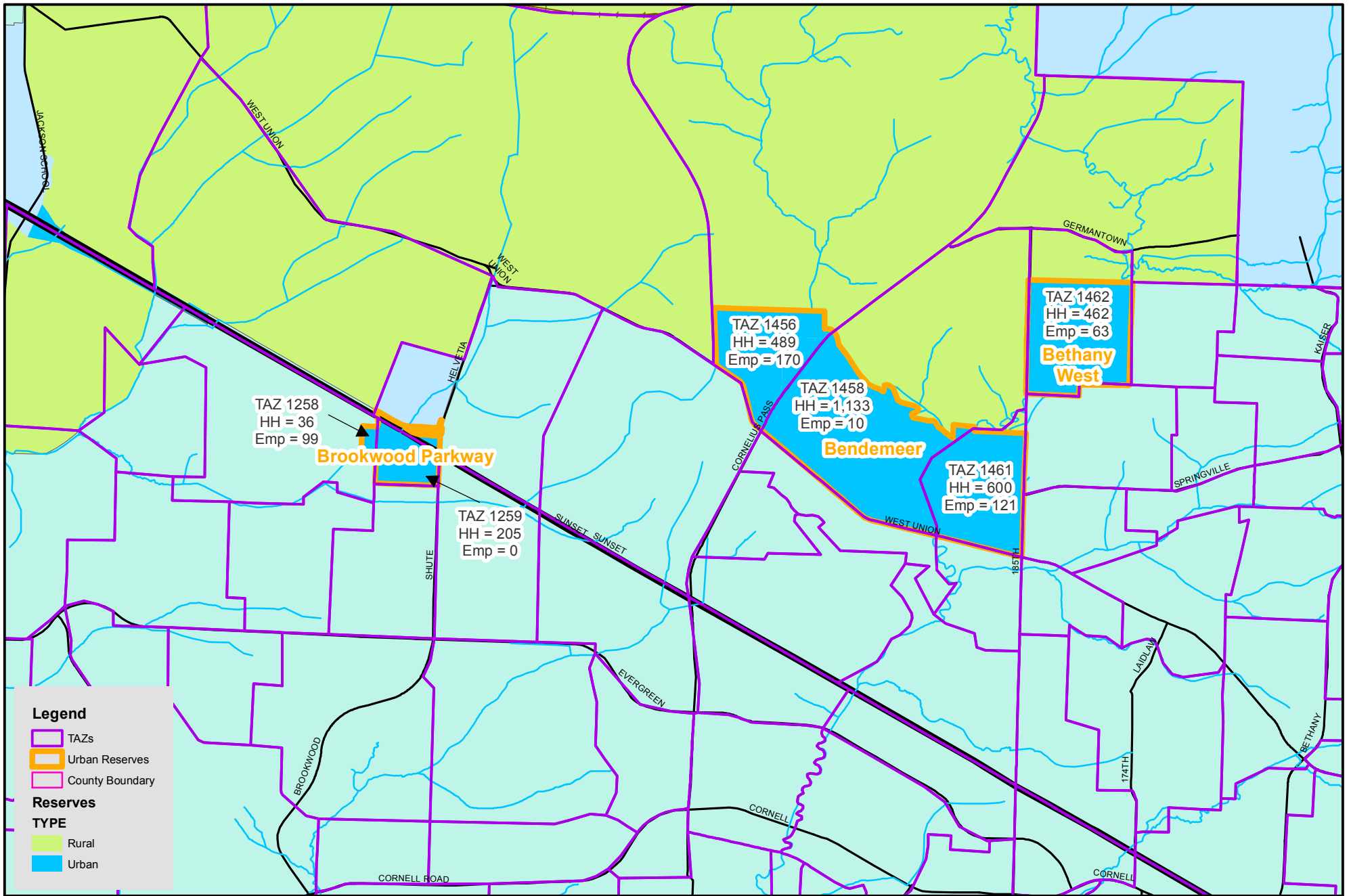
Preliminary Urban Reserve Buildout Land Use



Legend

- TAZs
 - Urban Reserves
 - County Boundary
- Reserves**
- TYPE**
- Rural
 - Urban

Preliminary Urban Reserve Buildout Land Use





LAND USE & TRANSPORTATION MEMORANDUM

Planning and Development Services

Date: September 11, 2019

To: Urban Reserves Transportation Study Technical Advisory Committee

From: URTS Project Team

Subject: Proposed Urban Reserves Land Use Assumptions (Revised based on city meetings)

The project team sent out preliminary land use assumptions for the Washington County urban reserves to the cities on July 3, 2019 for their review. Some cities gave feedback based on preliminary work done for concept planning certain urban reserve areas and/or desired land use assumptions for the future prior to the August 1, 2019 TAC meeting. Since then, Washington County staff has met with several jurisdictions and worked with Angelo Planning Group to develop revised housing and employment estimates based on the cities' expectations and potential land suitability. Generally, changes from the assumptions presented at the TAC include the following:

- Addition of employment areas in I-5 East and Elligsen Road North urban reserves
- Modification of residential and employment assumptions in River Terrace West and River Terrace South urban reserves
- Addition of employment in David Hill urban reserve (small commercial node)
- Slight reduction of residential in Rosa urban reserve (previously called South urban reserve)

The table on the following page has been updated to reflect the most recent land use assumptions, and contains the following information:

- Preliminary assumptions based on the 2018 Metro BLI for dwelling units and the Metro 2040 model inputs for employment
- Adjusted (green) dwelling units and employment as provided at the August 1, 2019 TAC meeting
- Revised (blue) dwelling units and employment based on follow-up meetings and discussions with city staff

The TAZ maps have been revised to reflect the most current future household and employment assumptions and are included for your review.

Please provide feedback on any of these updated land use assumptions to Washington County staff by Friday, September 20, 2019. These assumptions are the basis of the travel demand modeling that will begin once we have consensus on the land use assumptions for all urban reserve areas.



LAND USE & TRANSPORTATION MEMORANDUM

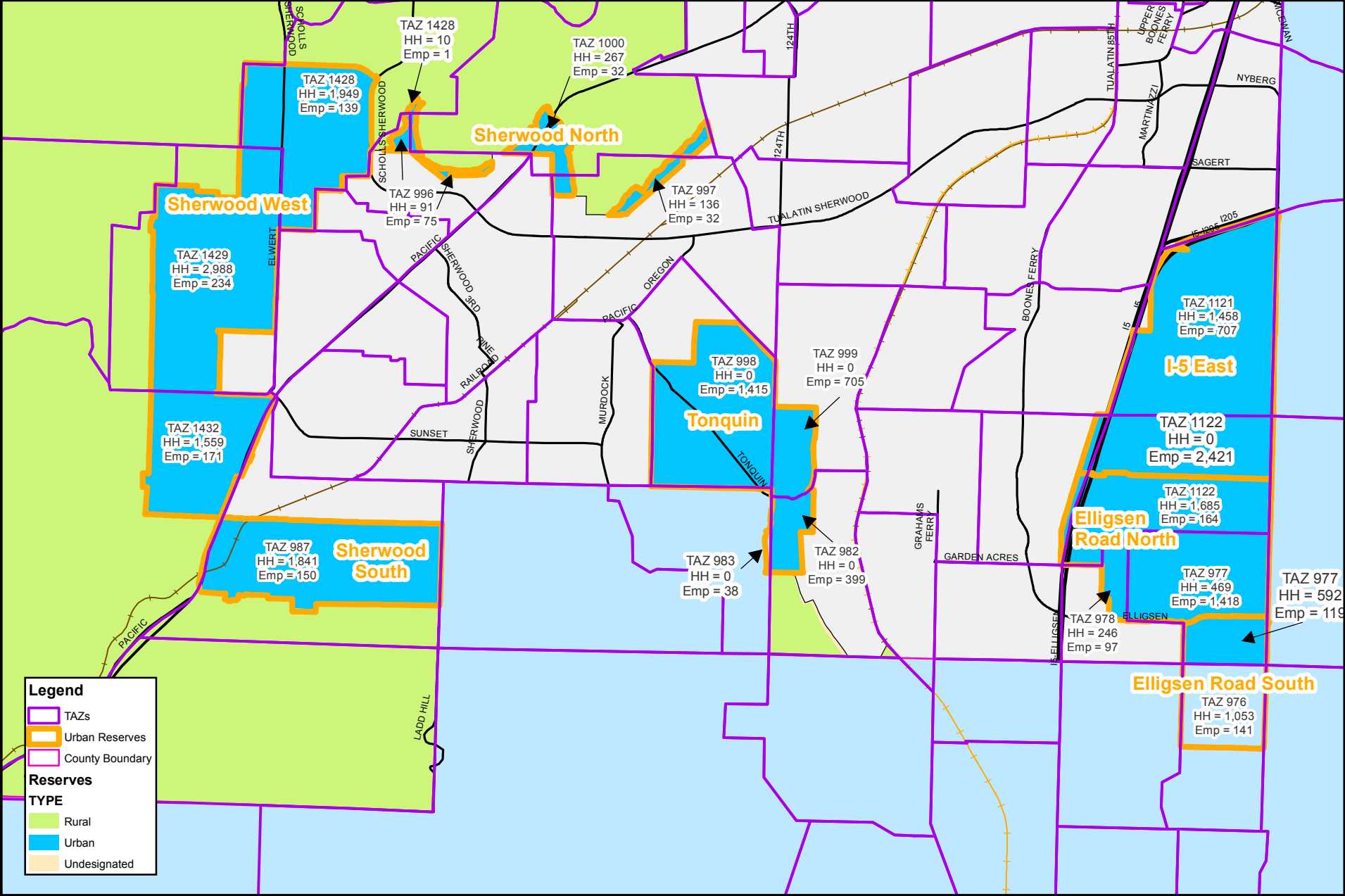
Planning and Development Services

Table 1: Washington County Urban Reserve Land Use Assumptions

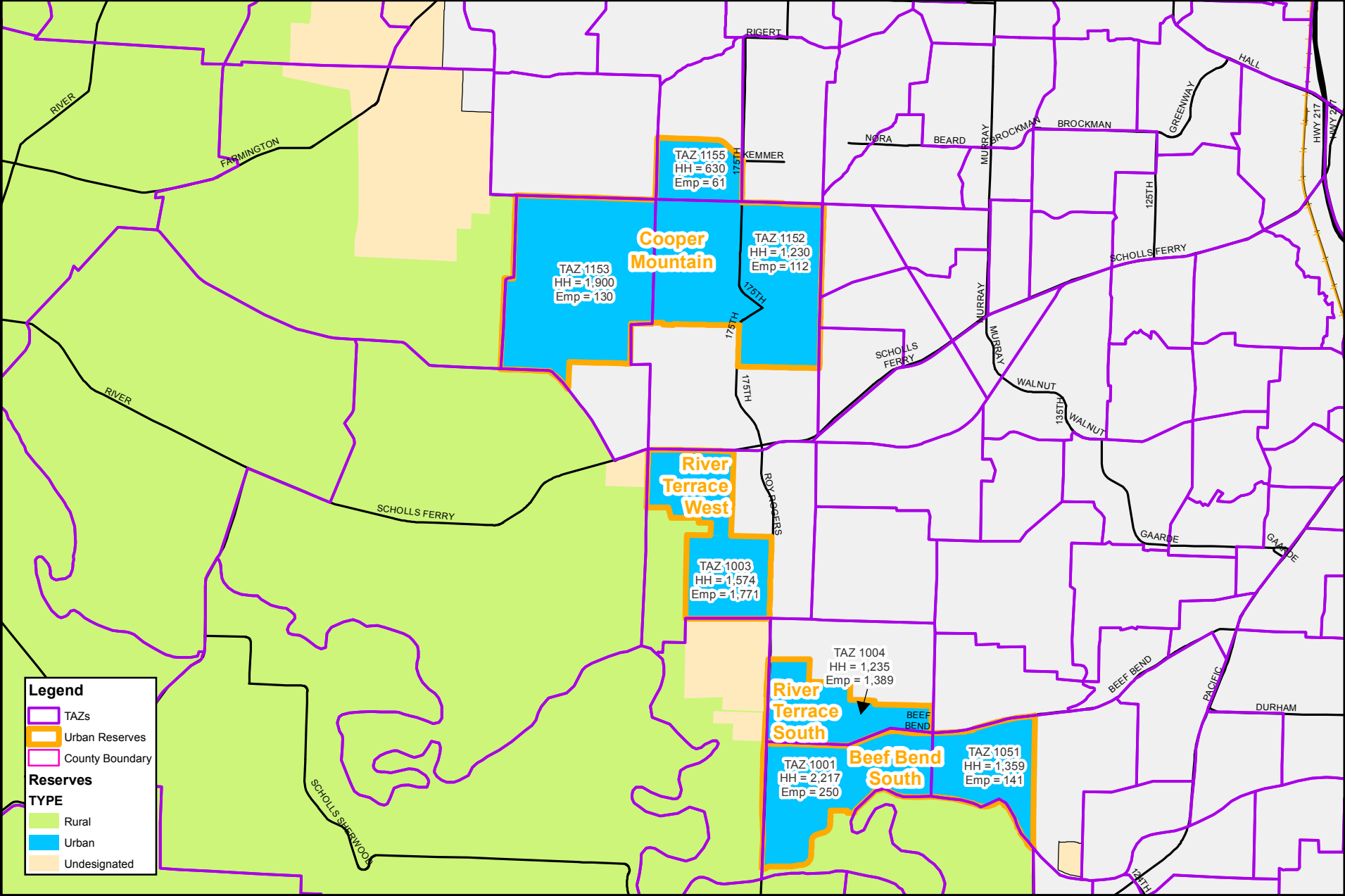
Urban Reserve Area	Total Acreage	Constrained/ Partially Constrained Acreage	Metro BLI Dwelling Units	August Adjusted Dwelling Units	REVISED Dwelling Units	Metro 2040 Model Land Use - Employment	August Adjusted Employment	REVISED Adjusted Employment
I-5 East	746	86/175	4,078	4,078	1,458	195	195	3,128
Elligsen Road North	588	41/120	3,511	3,511	2,400	621	621	1,678
Elligsen Road South (Wash Co portion)	252	24/24	1,645 (592)*	1,645 (592)*	1,645 (592)*	260 (119)*	260 (119)*	260 (119)*
Tonquin (Wash Co portion)	559	276/155	978	0	0	690 (641)*	2,556 (2518)*	2,556 (2518)*
Sherwood South	421	100/111	1,841	1,841	1,841	150	150	150
Sherwood West	1,159	142/229	6,495	6,495	6,495	544	544	544
Sherwood North	111	24/29	503	503	503	140	140	140
Beef Bend South	493	138/74	2,304	3,576	3,576	147	391	391
River Terrace South	190	6/29	1,235	1,528	1,235	22	1,528	1,389
River Terrace West	301	29/92	1,574	1,916	1,574	81	1,916	1,771
Cooper Mountain	1,210	311/506	4,116	3,760	3,760	304	304	304
Rosa	914	399/228	2,691	3,834	3,413	481	481	481
David Hill	321	99/46	1,435	1,435	1,435	43	43	93
Brookwood Parkway	39	7/0	242	242	242	99	99	99
Bendemeer	535	178/92	2,221	2,221	2,221	301	301	301
Bethany West	166	62/7	462	462	462	63	63	63
Total (Wash Co)	8,005	1,922/1,917	34,278	35,994	31,207	3,951	9,413	13,169

* Washington County portion of reserve

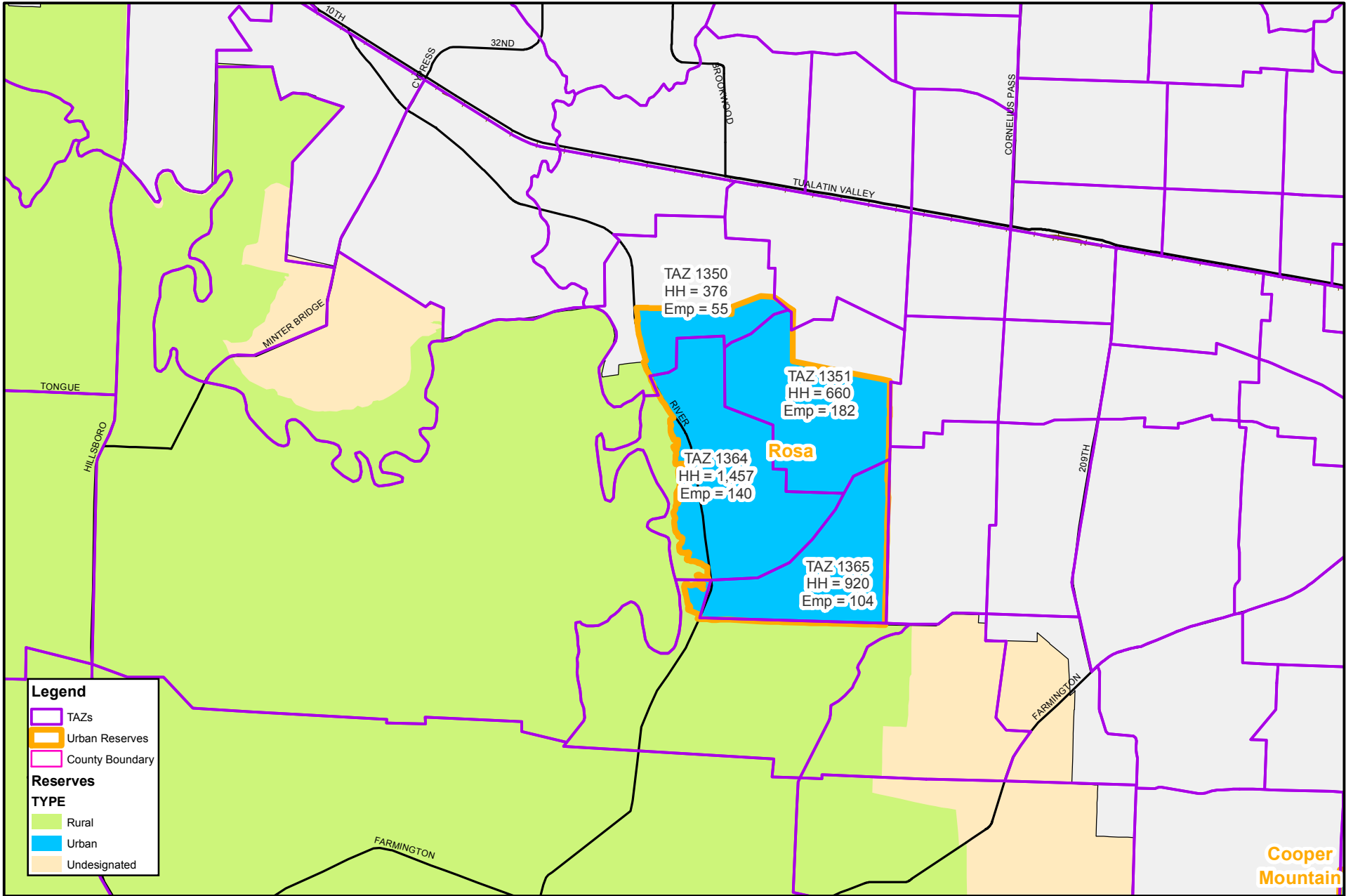
Proposed Urban Reserve Buildout Land Use



Proposed Urban Reserve Buildout Land Use

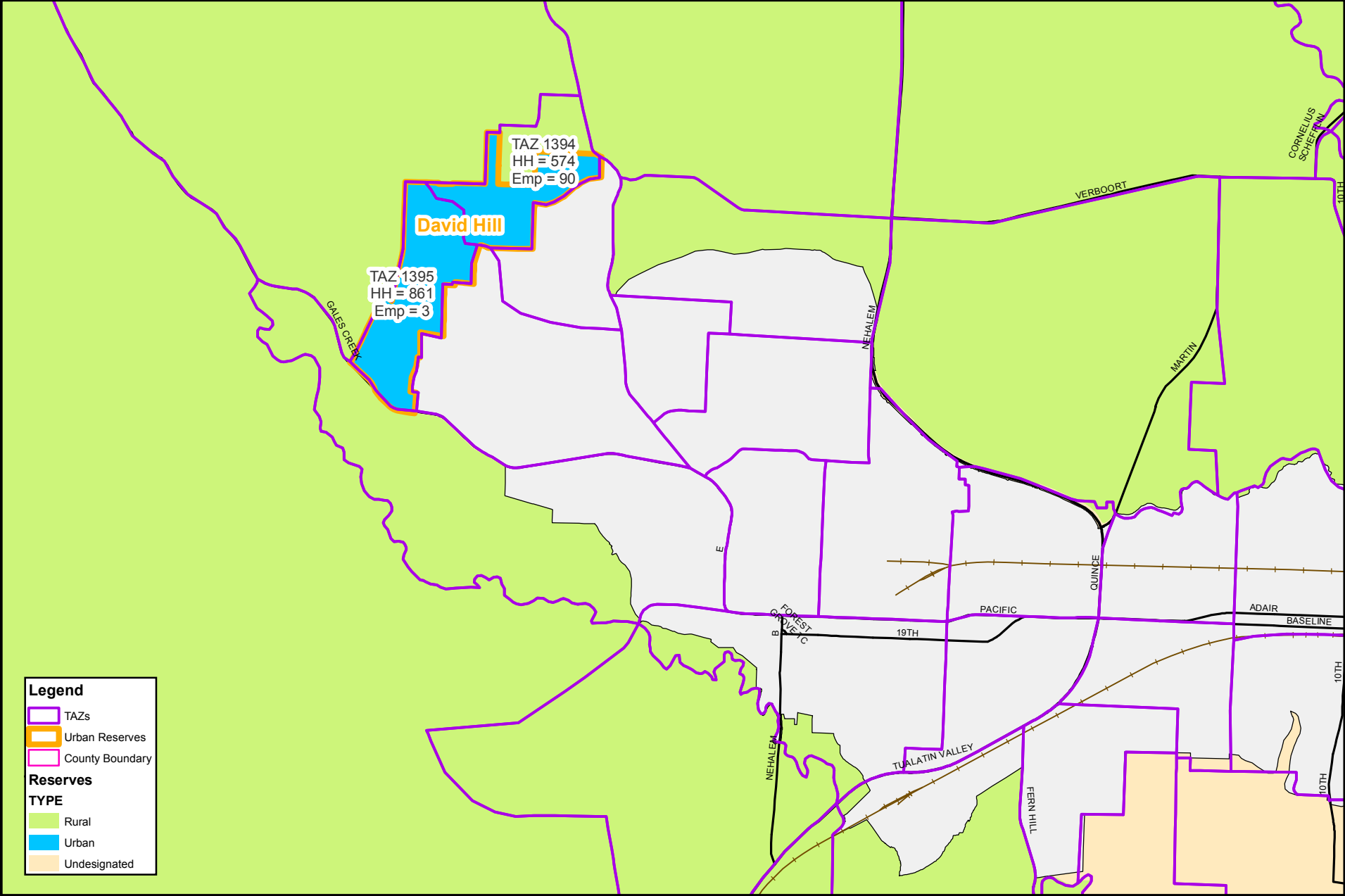


Proposed Urban Reserve Buildout Land Use

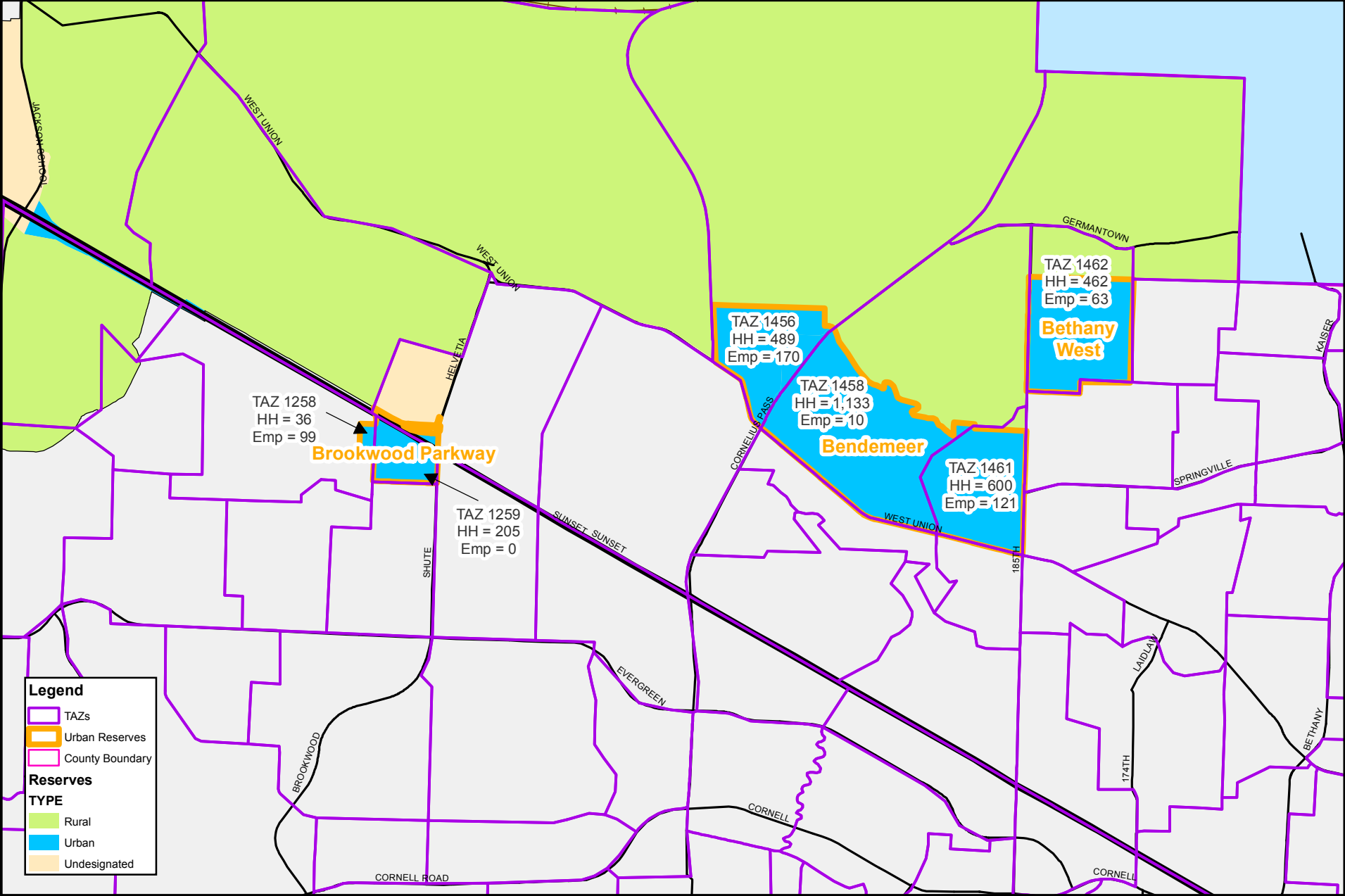


Cooper Mountain

Proposed Urban Reserve Buildout Land Use



Proposed Urban Reserve Buildout Land Use





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: July 13, 2020

SUBJECT:
Consideration of Approval of the City Council Work Minutes of June 22, 2020

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

ATTACHMENTS:

-City Council Work Session Meeting Minutes of June 22, 2020



OFFICIAL MINUTES OF THE TUALATIN CITY COUNCIL WORK SESSION MEETING FOR JUNE 22, 2020

Present: Mayor Frank Bubenik, Council President Nancy Grimes, Councilor Bridget Brooks, Councilor Robert Kellogg, Councilor Paul Morrison, Councilor Maria Reyes, Councilor Valerie Pratt

Mayor Bubenik called the meeting to order at 5:47 p.m.

1. Parks Condition Assessments

Parks and Recreation Director Ross Hoover presented the parks condition assessment. He stated the purpose of the assessment is to proactively manage parks assets by utilizing data collection and tracking, and to plan for future investments. Director Hoover stated this is a proactive strategic planning approach for asset decision making. He shared a scale that scores assets on a scale from 1-5, a one being brand new in perfect condition and a five being fully deteriorated. Director Hoover stated this work is directly in line with the Council's 2030 Vision by providing high quality gathering spaces that are accessible and equitable. He stated 739 assets were assessed in the city's system with 31% of the assets scoring a three, 19% scoring a five, and 12% scoring a one. Director Hoover stated in addition to this assessment the city completed a full ADA transition plan with a section dedicated to parks. He stated it's important to understand the ADA assessment because it is relevant to funding parks. Director Hoover stated the ADA plan looked at 26 parks, natural areas, and greenways totaling 1,068 projects, at a total estimated cost of \$2,543,925. He shared the condition assessments and ADA projects for Atfalati Park, Brown's Ferry Park, the Tualatin Commons, Tualatin Community Park, Jurgen's Park, and Ibach Park. Director Hoover stated asset scores will continue to be updated moving forward. He stated next steps will be for staff to bring back cost estimates for projects to Council for discussion on prioritization and funding. Director Hoover shared census data that will help to create equitable spaces throughout the city.

Councilor Pratt asked given a limited budget which projects do you take care of first based on the assessment scores. Director Hoover stated some assets with higher scores can have their life extended and some projects that have lower scores will require capital to replace them. He stated staff will come back with those costs.

Councilor Brooks thanked staff for their work on this assessment. She looks forward to being proactive in this management approach of assets.

Councilor Morrison stated he would like to begin focusing on repair concerns at Atfalati Park as this area appears to be being left behind. He asked if the court surfaces there are included in the ADA project costs. Director Hoover stated there is about \$336,000 in ADA projects at Atfalati Park and the court surfaces are in that plan. He stated he is unsure if the cost are included in that number or not but would follow-up.

Councilor Brooks asked if prioritization would be location specific or if projects would be system wide to offset costs. Director Hoover stated operational sustainability is the goal.

Councilor Grimes asked if the ADA projects have a mandatory completion date. She requested the city's also look at aging population when evaluating these projects. Director Hoover stated the City has to show progress towards work on the plan. He stated that is why it is important to have a funding source so meaningful gains can be made.

Mayor Bubenik asked when staff would be back with cost and prioritization numbers. Director Hoover stated staff is looking at having all the data by late July or early August.

Councilor Reyes asked if ADA projects are being funded by another source. Director Hoover stated funding sources for ADA in the parks system does not have a dedicated source.

2. *Veteran's Memorial Concept Planning and Site Selection Report*

Parks and Recreation Director Ross Hoover, Parks Planning and Development Manager Rich Mueller, and Consultant Jessel Champoux presented the Veteran's Memorial concept planning and site selection report. Consultant Champoux stated this project was a planning level effort that focused on community outreach. She stated the objectives were to develop themes, concepts, objectives, and conduct a site assessment. Consultant Champoux stated the overall process included focus groups, stakeholder meetings, public meetings, and surveys that ended in the draft report being presented tonight. She stated many methods for public information and notification were used including a bilingual website, social media blasts, and print media. Consultant Champoux stated community outreach and engagement included focus groups, outreach at public events, a stakeholder advisory committee, and community engagement meetings. She stated three surveys were conducted to gather community sentiment, design themes and objectives, and preferred sites. Consultant Champoux stated one of the main objectives was to determine who and what the memorial should honor. She stated the survey showed all military service members and branches, military family members, freedom and peace, and hidden heroes should be honored with the memorial. Consultant Champoux stated five core themes emerged and included connection, engagements, shared values, timeless, and experience. She stated eight sites were assessed by the consulting team using a design program that include items such as gathering spaces, space for solitude, recreation space, dedicated area, interpretive elements, signage, parking, and public transportation. Consultant Champoux stated the committee considered three preferred site locations: the Tualatin Commons, Browns Ferry Park, and Sweek Pond Natural Area. The final preferred site was narrowed to the Tualatin Commons. She stated next steps include design development at the Tualatin Commons, public engagement, cost identification, and funding opportunities.

Councilor Pratt asked what was meant by a recreation space in the report. Consultant Champoux stated the committee wanted a space where people can recreate such as walking or exercising, a non-programmed recreation activity.

Councilor Kellogg stated he finds value in solitude at memorial's like these and is concerned that there is too much activity at the Commons for this. He stated he feels the Sweek Pond Natural Area offers a great area for solitude and reflection. He asked why the decision for the Commons was made. Director Hoover stated the committee felt the Sweek Pond area was too linear of an experience and lacked a gathering place. Committee Member Joe Lipscomb stated the group felt the Commons can be made into a place maker memorial site.

Councilor Reyes expressed concerns with potential vandalism at the site.

Council President Grimes asked about size and placement of the memorial. Committee Member Lipscomb stated there is 1.3 acres which is plenty of space to accommodate a memorial and gathering space at the Commons.

Councilor Brooks asked how this would affect current programming at the Commons. Director Hoover stated the memorial would be on the east side of the Commons and wouldn't impact any current events.

Councilor Morrison stated his preference would be to see this at Brown's Ferry Park as this will be a destination location. He expressed concerns with how the memorial would be affected if there is redevelopment at the Commons.

Mayor Bubenik thanked everyone who served on the steering committee. He stated he served on the committee and there was lots of discussion on site selection as the pros and cons of each were weighed.

Adjournment

Mayor Bubenik adjourned the meeting at 7:04 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: 7/13/2020

SUBJECT:

Consideration of Approval of a New Liquor License Application for Brew Dr. Kombucha

RECOMMENDATION:

Staff respectfully recommends the Council approve endorsement of the liquor license application for Brew Dr. Kombucha.

EXECUTIVE SUMMARY:

Brew Dr. Kombucha has submitted a change in application under the liquor license category of distillery. This would permit them to make distilled spirits in Oregon and import and export distilled spirits into and out of Oregon. The business is located at 12241 SW Myslony Street. The application is in accordance with provisions of Ordinance No. 680-85 which establishes procedures for liquor license applicants. Applicants are required to fill out a City application form, from which a review by the Police Department is conducted, according to standards and criteria established in Section 6 of the ordinance. The Police Department has reviewed the new liquor license application and recommended approval. According to the provisions of Section 5 of Ordinance No. 680-85 a member of the Council or the public may request a public hearing on any of the liquor license requests. If such a public hearing request is made, a hearing will be scheduled and held on the license. It is important that any request for such a hearing include reasons for said hearing.

FINANCIAL IMPLICATIONS:

A fee has been paid by the applicant.

ATTACHMENTS:

- Application
- Vicinity Map



CITY OF TUALATIN

LIQUOR LICENSE APPLICATION

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

Date _____

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): Brew Dr. Kombucha

Business address 12241 SW Myslony St City Tualatin State OR Zip Code 97062

Mailing address 2222 NE Oregon St. Ste. 109 City Portland State OR Zip Code 97232

Telephone # (503)235-3656 ext 0209 Fax # N/A

Email KRISTA@BREWDRKOMBUCHA.COM

Name(s) of business manager(s) First Matthew Middle Michael Last Thomas

Date of birth _____

City _____ State _____ Zip _____

(attach additional pages if necessary)

Type of business Beverage Manufacturer

Type of food served N/A

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

Days and hours of operation ****NOT OPEN TO THE PUBLIC****

Food service hours: Breakfast -- Lunch -- Dinner --

Restaurant seating capacity -- Outside or patio seating capacity --

How late will you have outside seating? -- How late will you sell alcohol? --

How many full-time employees do you have? 106 Part-time employees? 1

SECTION 3: DESCRIPTION OF LIQUOR LICENSE

Name of Individual, Partnership, Corporation LLC or Other applicants Brew Dr. Kombucha, LLC

Type of liquor license (refer to OLCC form) Distillery

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: Matthew Thomas (Manager) Date of birth: [REDACTED]
Residence address: [REDACTED]

Full name: The Townshend Group, LLC

Date of birth: [REDACTED]

Residence address: [REDACTED]

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.

[REDACTED]

June 18, 2020

Date

For City Use Only

Sources Checked:

- DMV by [Signature]
- LEADS by [Signature]
- TuPD Records by [Signature]
- Public Records by [Signature]

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: _____

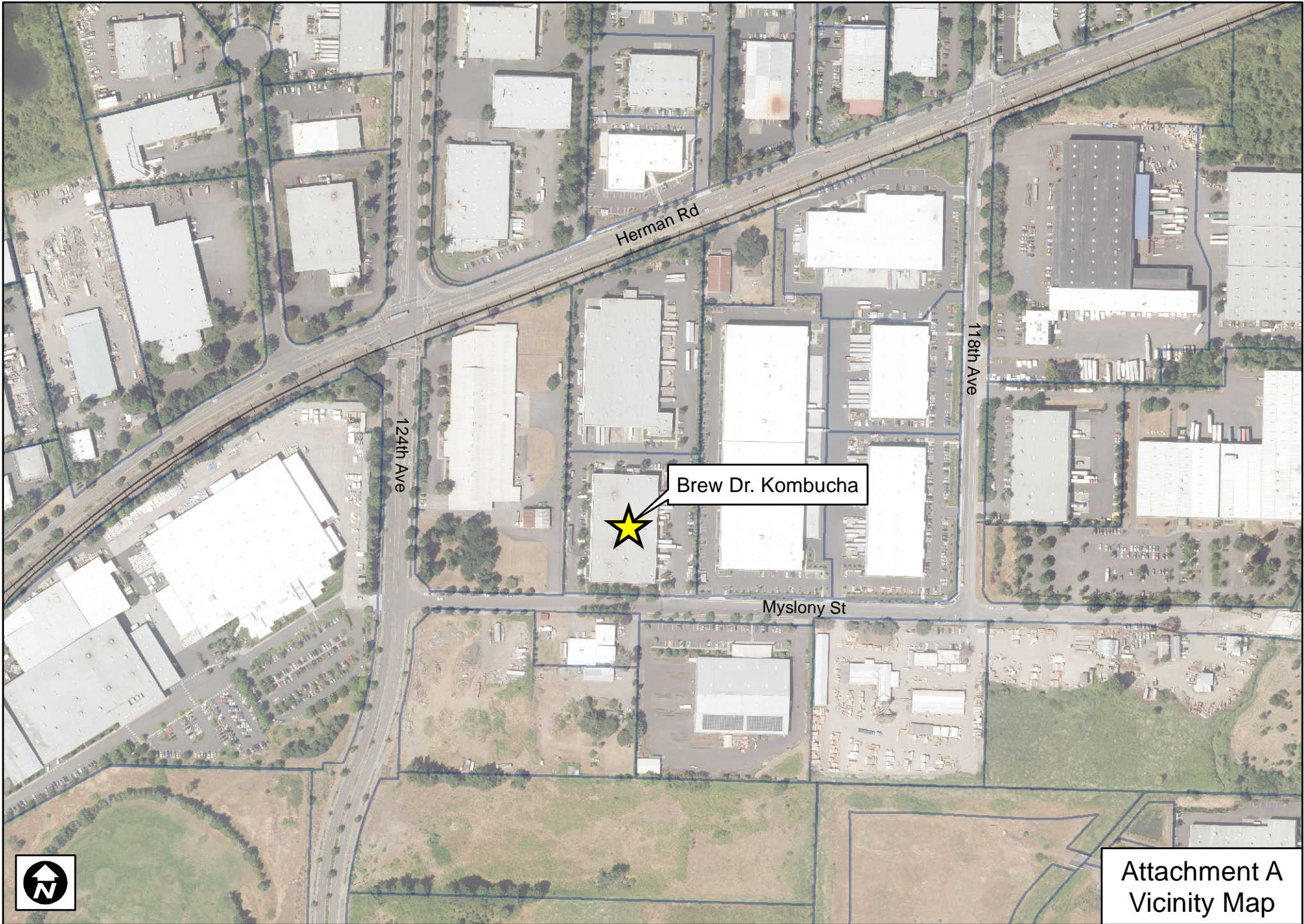
[REDACTED]

6.22.2020

Signature

Date

Bill Steele
Chief of Police
Tualatin Police Department



Brew Dr. Kombucha

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: Mike McCarthy, Principal Transportation Engineer
Kim McMillan, City Engineer
Jeff Fuchs, Public Works Director

DATE: July 13, 2020

SUBJECT:

Consideration of **Resolution No. 5509-20** Authorizing the City Manager to execute an Intergovernmental Agreement (IGA) with Clean Water Services (CWS) for construction of the 105th Avenue Sanitary Sewer Upsizing along with the Garden Corner Curves project.

RECOMMENDATION:

Staff recommends Council authorize the City Manager to sign the Intergovernmental Agreement, in which Clean Water Services agrees to fund the sanitary sewer work.

EXECUTIVE SUMMARY:

In this agreement Clean Water Services agrees to fund the sanitary sewer improvement that will be constructed with the Garden Corner curves project.

The city will replace an undersized section of the 105th Avenue sanitary sewer trunk line as part of the Garden Corner Curves roadway project that will be reconstructing 105th Avenue.

OUTCOMES OF DECISION:

Authorizing the City Manager to sign the IGA will allow the work to proceed managed by the City and funded by Clean Water Services.

ALTERNATIVES TO RECOMMENDATION:

Council could decide not to authorize signature of this agreement. This would result in the City not receiving these funds and the sanitary sewer improvement not being constructed.

FINANCIAL IMPLICATIONS:

The City's share of the cost of this improvement is zero dollars. Clean Water Services, through this agreement, would fund design and construction of the sanitary sewer improvement.

ATTACHMENTS:

- Resolution No. 5509-20 Authorizing City Manager to execute IGA with Clean Water Services
- Intergovernmental Agreement with Clean Water Services

RESOLUTION NO. 5509-20

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH CLEAN WATER SERVICES FOR THE SW 105TH AVENUE SEWER UPSIZING PROJECT

WHEREAS, ORS 190.110 et seq., authorizes the City to enter into Intergovernmental Agreements with other government entities;

WHEREAS, as part of the Garden Corner Curves Construction Project, the City will construct sewer upsizing of SW 105th Avenue to provide sufficient hydraulic capacity in the sewer system; and

WHEREAS, Clean Water Services has agreed to fund the sewer upsizing and the City will manage the project.

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

Section 1. The City Manager is authorized to execute an Intergovernmental Agreement (IGA) with Clean Water Services for the 105th Avenue Sewer Upsizing Project, which is attached as Exhibit A.

Section 2. This resolution is effective upon adoption.

ADOPTED by the City Council this 13th day of July, 2020.

CITY OF TUALATIN, OREGON

BY _____
Mayor

APPROVED AS TO FORM

ATTEST:

BY _____
City Attorney

BY _____
City Recorder

EXHIBIT A – RESOLUTION NO. 5509-20

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CITY OF TUALATIN AND
CLEAN WATER SERVICES FOR CONSTRUCTION OF
SW105TH AVENUE SANITARY SEWER UPSIZING**

This Agreement, dated _____, _____, is between Clean Water Services (District) a county service district organized under ORS Chapter 451 and the City of Tualatin (City) an Oregon Municipality.

A. RECITALS

ORS 190.003 - 190.110 encourages intergovernmental cooperation and authorizes local governments to delegate to each other authority to perform their respective functions as necessary.

City intends to undertake the SW 105th Avenue Sanitary Sewer Upsizing (Project) to provide sufficient hydraulic capacity in the sewer system. This Project has been endorsed by the Capital Improvement Program Prioritization Committee.

NOW, THEREFORE, the parties agree as follows:

B. PROJECT DESCRIPTION

The Project consists of replacing approximately 215 linear feet of existing 12-inch diameter sanitary sewer line with a 15-inch diameter sewer line on SW 105th Avenue, commencing at Clean Water Services Manhole 20782 and ending at Manhole 20781. See attached Exhibit A for the Project location.

C. DEFINITIONS

1. Capital Improvement Program Prioritization Committee – This Committee has been established by District and the Member Cities of Beaverton, Cornelius, Forest Grove, Hillsboro, Tigard, Tualatin, and Sherwood.
2. Financial Partner –City or District will assume this role, primarily for the purpose of funding a portion of the Project.
3. Managing Partner –City or District will assume this role, primarily for the purpose of administering the Project.

D. DISTRICT OBLIGATIONS

District is the Financial Partner and shall perform all Tasks identified on Exhibit B for the Financial Partner, the List of Standard Obligations, attached hereto unless the Task is checked “Not Applicable”. District shall assign Linda Hulme as District’s Project Manager.

E. CITY OBLIGATIONS

City is the Managing Partner and shall perform all services identified on Exhibit B for the Managing Partner unless the Task is checked “Not Applicable”. City shall assign Mike McCarthy as City’s Project Manager.

F. GENERAL TERMS

1. Laws and Regulations. City and District agree to abide by all applicable laws and regulations.
2. Term of this Agreement. This Agreement is effective from the date the last party signs it and shall remain in effect until the Project is complete and the parties’ obligations have been fully performed or this Agreement is terminated as provided herein.
3. Amendment of Agreement. City and District may amend this Agreement from time to time, by mutual written agreement.
 - A. Proposed changes of scope during the Project implementation must be reviewed and endorsed by the Capital Improvement Program Prioritization Committee. Changes necessitated by conditions discovered during design or construction, but consistent with the original scope of the Project, may be approved by the Managing Partner without further approval.
 - B. The construction contract amount of the Project may be increased by up to 20% without re-negotiating the Agreement, provided the increase shall not exceed the not to exceed amount contained in Exhibit B.
4. Termination. This Agreement may be terminated immediately by mutual written agreement of the parties, or by either of the parties notifying the other in writing prior to award of a construction contract, with the termination being effective in 30 days.
5. Integration. This document constitutes the entire agreement between the parties on the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings, representations or communications of every kind on the subject. No course of dealing between the parties and no usage of trade shall be relevant to supplement any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement and no waiver by a party of any right under this Agreement shall prejudice the waiving party's exercise of the right in the future.

6. Indemnification. Within the limits of the Oregon Tort Claims Act, codified at ORS 30.260 through 30.300, each of the parties shall indemnify and defend the other and their officers, employees, agents, and representatives from and against all claims, demands, penalties, and causes of action of any kind or character relating to or arising from this Agreement (including the cost of defense thereof, including attorney fees) in favor of any person on account of personal injury, death, damage to property, or violation of law, which arises out of, or results from, the negligent or other legally culpable acts or omissions of the indemnitor, its employees, agents, contractors or representatives.
7. Attorney Fees. If any dispute arises concerning the interpretation or enforcement of this Agreement or any issues related to the U.S. Bankruptcy Code (whether or not such issues relate to the terms of this Agreement), the prevailing party in any such dispute shall be entitled to recover all of its attorney fees, paralegal fees, costs, disbursements and other expenses from the non prevailing party, including without limitation those arising before and at any trial, arbitration, bankruptcy, or other proceeding and in any appeal.
8. Resolution of Disputes. If any dispute out of this Agreement cannot be resolved by the project managers from each party, the City Manager and District's Chief Executive Officer will attempt to resolve the issue. If the City Manager and District's Chief Executive Officer are not able to resolve the dispute, the parties will submit the matter to mediation, each party paying its own costs and sharing equally in common costs. In the event the dispute is not resolved in mediation, the parties will submit the matter to arbitration. The decision of the arbitrator shall be final, binding and conclusive upon the parties and subject to appeal only as otherwise provided in Oregon law.
9. Interpretation of Agreement.
 - A. This Agreement shall not be construed for or against any party by reason of the authorship or alleged authorship of any provision.
 - B. The paragraph headings contained in this Agreement are for ease of reference only and shall not be used in construing or interpreting this Agreement.
10. Severability/Survival. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired. All provisions concerning the limitation of liability, indemnity and conflicts of interest shall survive the termination of this Agreement for any cause.
11. Approval Required. This Agreement and all amendments, modifications or waivers of any portion thereof shall not be effective until approved by 1) District's Chief Executive Officer or the Chief Executive Officer's designee and when required by applicable District rules, District's Board of Directors and 2) City. Proposed changes of scope must also be approved by the Capital Improvement Program Prioritization Committee.
12. Choice of Law/Venue. This Agreement and all rights, obligations and disputes arising out of the Agreement shall be governed by Oregon law. All disputes and litigation

arising out of this Agreement shall be decided by the state courts in Oregon. Venue for all disputes and litigation shall be in Washington County, Oregon.

13. Electronic Signature. This Agreement may be executed in several counterparts, each of which will be an original, all of which will constitute one and the same instrument. An electronic signature will be considered an original. The individuals signing this Agreement certify that they are authorized to execute this Agreement on behalf of the City and District respectively.

CLEAN WATER SERVICES

CITY OF TUALATIN, OREGON

By: _____
Chief Executive Officer or Designee

By: _____
City Manager or Designee

Date: _____

Date: _____

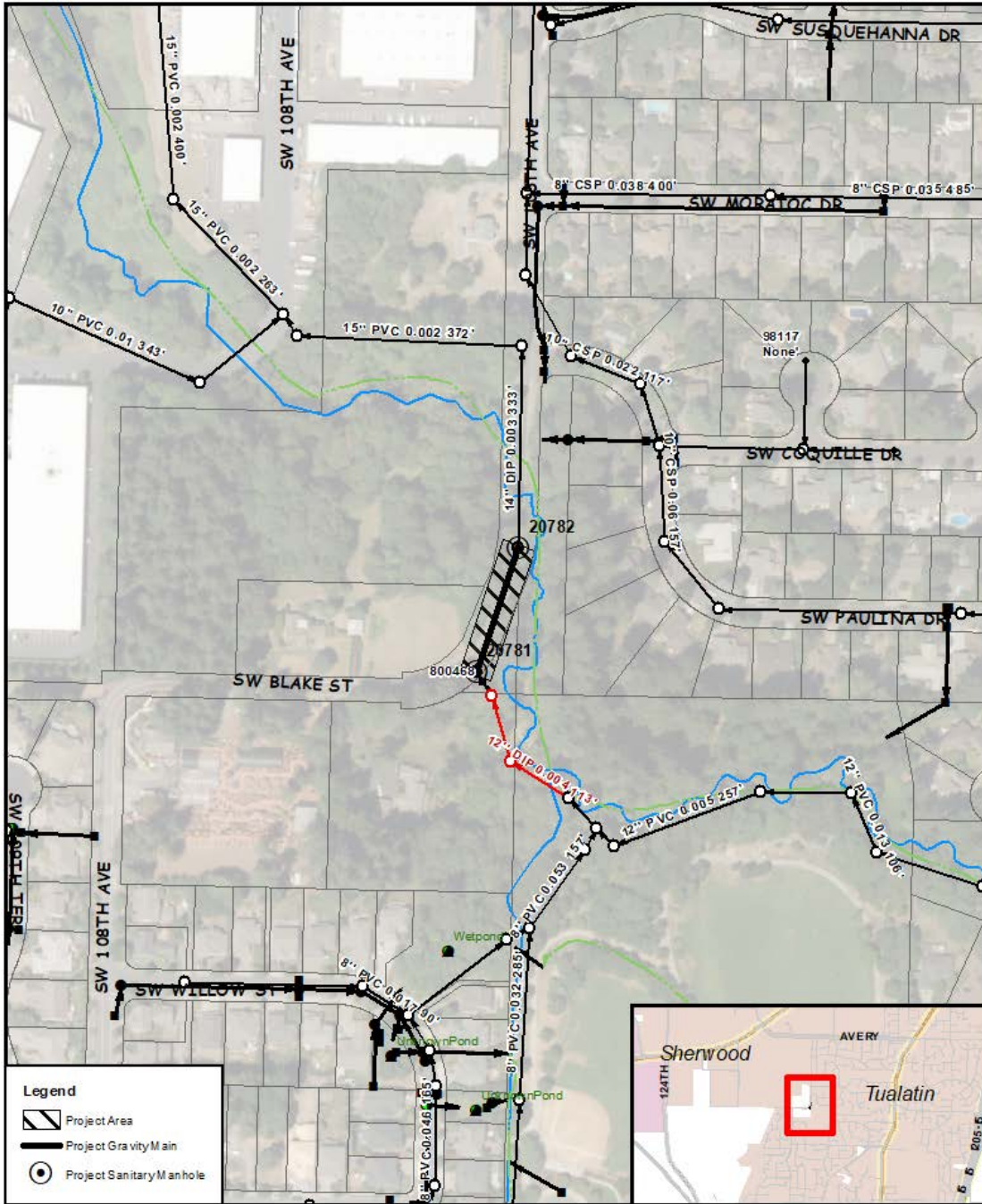
APPROVED AS TO FORM

APPROVED AS TO FORM

District Counsel

City Counsel

Exhibit A Project Location Map



**Exhibit A-SW 105th Sewer Upsizing
City of Tualatin**

Washington County, Oregon

1 inch = 200 feet

**EXHIBIT B
LIST OF STANDARD OBLIGATIONS**

Task	Not Applicable
<u>Managing Partner shall:</u>	
Provide Financial Partner at least ten days to review the plans and specifications for the Project and incorporate Financial Partner's comments into the plans.	<input type="checkbox"/>
Provide any required notice and communicate with the neighborhood and property owners within the Project limits. Respond to public calls arising from work being completed under this Agreement.	<input type="checkbox"/>
Prepare and submit invoices of the Project costs to Financial Partner quarterly and upon completion of the Project.	<input type="checkbox"/>
Make all required payments to the construction contractor.	<input type="checkbox"/>
Prepare and submit a Project summary of completed tasks to Financial Partner with each invoice.	<input type="checkbox"/>
Prepare all contracts and bid documents, advertise for bids, and select a construction contractor for the Project.	<input type="checkbox"/>
Construct the Project and provide construction inspection and management services for the Project.	<input type="checkbox"/>
If requested, hold progress meetings with Financial Partner during the field investigation and design phases of the Project. Financial Partner may review options and provide input on the Project.	<input type="checkbox"/>
Pay 0 percent of the following costs for the Project: administration, easements, field inspection, design, construction and construction administration (Project Costs).	<input type="checkbox"/>
Require all contractors to include Financial Partner as an additional insured on insurance coverage required for construction work performed in completing the Project.	<input type="checkbox"/>
Take the lead in coordinating public involvement related to the Project.	<input type="checkbox"/>
Waive any land use or permit fees (except plumbing inspection fees) for work related to the Project.	<input type="checkbox"/>
City currently has sewer fund balances, including a sewer development charge (SDC) balance. City has been allowed to retain these balances to "spend down" on sewer-related projects within the City, regardless of funding responsibilities. Funding for the Project shall include \$_____ from City's existing sewer fund balances.	<input checked="" type="checkbox"/>

EXHIBIT B
LIST OF STANDARD OBLIGATIONS

Task	Not Applicable
<u>Infiltration and Inflow Abatement projects</u>	
Obtain written permission from each property owner to inspect their sanitary sewer lateral and to line or replace it if deficient.	<input checked="" type="checkbox"/>
Establish whether each property has a cleanout at the structure. If no cleanout exists, Managing Partner will install one.	<input checked="" type="checkbox"/>
Inspect and evaluate each sanitary sewer lateral and main with a television camera. Managing Partner will line or replace all deficient sewer laterals and mains.	<input checked="" type="checkbox"/>
Other: (please describe) _____	<input checked="" type="checkbox"/>
<u>Financial Partner shall:</u>	
Review the plans and specifications for the Project and provide Managing Partner with written comments and/or approval within 10 days of receiving them.	<input type="checkbox"/>
Have the right to approve the final acceptance of the Project after construction.	<input type="checkbox"/>
Pay Managing Partner 100 percent of the Project Costs.	<input type="checkbox"/>
Pay invoices submitted by Managing Partner for actual costs incurred within 30 days of approving the invoice. The invoice shall include full progress payment amounts, including typical construction retainage.	<input type="checkbox"/>
Pay a total not to exceed of \$108,000 toward the cost of the Project.	<input type="checkbox"/>
Assist Managing Partner in communicating with the property owners and Project stakeholders.	<input checked="" type="checkbox"/>
Other: (please describe) _____	<input checked="" type="checkbox"/>



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, Principal Transportation Engineer
Jeff Fuchs, Public Works Director

DATE: July 13, 2020

SUBJECT:

Consideration of **Resolution No. 5511-20** Authorizing the City Manager to Execute an Intergovernmental Agreement (IGA) with Washington County for Assurance for City Construction Projects along County Right-of-Way.

RECOMMENDATION:

Staff Recommends Council authorize the City Manager to sign the Intergovernmental Agreement.

EXECUTIVE SUMMARY:

The City, through the Tualatin Moving Forward program, plans to construct improvements on Washington County Right-of-Way at locations such as Grahams Ferry Road at Dogwood Street, 65th Avenue near the hospital, and Tualatin-Sherwood Road near Interstate 5.

Washington County requires any outside entity doing construction in a County Right-of-Way to provide financial assurance (typically purchasing a bond) to assure that the construction will be properly completed.

This agreement would allow the City to use City funds in a dedicated City account to provide this assurance, rather than requiring the City to purchase bonds.

OUTCOMES OF DECISION:

Authorizing the City Manager to sign the IGA will allow the projects to proceed with the City providing assurance via dedicated funds.

ALTERNATIVES TO RECOMMENDATION:

Council could decide not to authorize signature of this agreement. This would result in the City having to provide some other form of assurance (such as purchasing bonds) or the projects not being constructed.

FINANCIAL IMPLICATIONS:

This agreement does not obligate the City to expend funds, and would likely reduce city expense in constructing planned projects. Funds for the projects are budgeted in the Transportation project Fund.

ATTACHMENTS:

- Resolution No. 5511-20 Authorizing City Manager to execute IGA with Washington County
- Intergovernmental Agreement with Washington County

RESOLUTION NO. 5511-20

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH WASHINGTON COUNTY FOR ASSURANCE FOR CITY CONSTRUCTION PROJECTS ALONG COUNTY RIGHT-OF-WAY

WHEREAS, ORS 190.110 et seq., authorizes the City to enter into Intergovernmental Agreements with other government entities;

WHEREAS, City desires to construct various public improvements in the public right of way of Washington County; and

WHEREAS, Washington County is requiring the City to make certain assurances related to public improvements constructed within the County's rights-of-way ;

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

Section 1. The City Manager is authorized to execute an Intergovernmental Agreement (IGA) with Washington County for Assurance for City Construction Projects along County Right-of-Way, which is attached as Exhibit A.

Section 2. This resolution is effective upon adoption.

ADOPTED by the City Council this 13th day of July, 2020.

CITY OF TUALATIN, OREGON

BY _____
Mayor

APPROVED AS TO FORM

ATTEST:

BY _____
City Attorney

BY _____
City Recorder

EXHIBIT A - RESOLUTION NO. 5511-20

INTERGOVERNMENTAL AGREEMENT

This Agreement is entered into, by and between Washington County, Oregon (hereinafter "County"), a political subdivision of the State of Oregon, 155 N First Ave Hillsboro, Oregon 97124 and **City of Tualatin** (hereinafter "**City**", **Tualatin**, Oregon).

RECITALS

WHEREAS, **City** desires to construct various public improvements in the public right of way of Washington County; and

WHEREAS, **City** has obtained or will obtain a land use decision or expressed authorization from the County Engineer approving the development for which the public improvements are to be constructed; and

WHEREAS, per the attached Public Project Worksheet the **City** desires to assure, construct, and complete each public improvement described in accordance with County specifications and County approved plans, and to reimburse the County for the cost of review, inspection and administration of each improvement; and

WHEREAS, County Director of Land Use and Transportation or designee (the "Director") agrees to the attached Public Project Worksheet; and

NOW, THEREFORE, pursuant to the authority provided in ORS 190.010 and the consideration of the mutual promises contained herein, the parties agree as follows:

Overview of Process as detailed by the Public Project Worksheet

City shall submit Plans, Design Option Form, Inspection Option Form and Administration Deposit for each public improvement project described in each Public Project Worksheet. County will issue an Engineering Estimate which is the basis for determining the cost of each public improvement project. Upon County plan approval and satisfaction of County requirements, the County will issue a Facility Permit to construct the public improvement project described. Upon acceptance by the County of the completed public improvement project, the **City** shall warrant and maintain the installed public improvement project for a period of one (1) year.

1. ASSURANCE

The **City**, may act as its own assurance provider, under the terms of this Intergovernmental Agreement, for each public improvement project per each Public Project Worksheet. The **City** shall establish an account or fund solely for the purpose of holding funds for the performance assurance of each public improvement project as detailed in each Public Project Worksheet (the Assurance Account).

City shall deposit funds in the Assurance Account in the amount determined by the County Engineering Estimate for each approved public improvement project and for the term determined by the Director. The County Engineering Estimate shall be made part of each Public Project Worksheet.

The **City** shall maintain the amount of assurance outlined in the County Engineering Estimate for the subject development with first claim and priority to the County, until the Director releases the funds in writing.

The **City** will make no disbursements from the Assurance Account without prior written authorization by County indicating the amount to be disbursed, corresponding with the Public Project Worksheet and County Engineering Estimate. If the County requests, in writing, the assurance or part thereof the **City** shall make available to County the amount requested within 30 days, in order for the County to complete the required public improvement or satisfy any other provision of the Public Project Worksheet.

Upon such a request, the **City** is to make the amount available to the County without regard as to the merits of the County's claim. County's claim is paramount to all parties including the **City**. Any dispute as to the merits of County's claim shall be determined separately between the **City** and the County. The County may at any time, upon reasonable notice, request a statement from the **City** as to the funds on deposit in the Assurance Account.

2. FAILURE TO COMPLETE IMPROVEMENTS

The **City** shall be liable for any and all loss or damage resulting from the failure to complete the public improvements in accordance with each Public Project Worksheet entered into by the **City**, including the expense to bring the improvements into compliance with the County's requirements outlined in therein. **City** further agrees that in the event that any suit or action is pursued by County to enforce any provision of this IGA or the Public Project Worksheet, including any suit or action to obtain release of the security deposit, the prevailing party shall be entitled reasonable attorney fees at trial and on appeal. Venue for any such action shall be the Washington County Circuit Court. This agreement is in addition to, and not in lieu, of any other enforcement action available to County including permit revocation and citation.

3. INDEMNIFICATION

This Agreement is for the benefit of the parties only. **City of Tualatin** and Washington County agree to hold harmless and indemnify the other, and its elected officials, employees, and agents from and against all claims, demands and causes of actions and suits of any kind or nature resulting from the negligent or

wrongful acts, actions or omissions of the indemnifying party and its respective elected officials, employees, agents and contractors in the performance of their respective responsibilities and duties under this Agreement, to the extent applicable, the above indemnification is subject to and shall not exceed the limits of the Oregon Tort Claims Act (ORS 30.260 through 30.300) and the Oregon Constitution.

4. MUTUAL AGREEMENT

IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE **CITY** AND COUNTY:

- a. County may enter into an extension of a Public Project Worksheet (as determined by Director).
- b. That each and every Public Project Worksheet is being entered into pursuant to the Community Development Code (CDC) in effect on the date of the Public Project Worksheet and that all matters that may be disputed shall be resolved so as to comply with the provisions and intent of said CDC.
- c. That waiver by any part of the strict performance of any provisions of this Agreement or the Public Project Worksheet shall not be a waiver of or prejudice to the other party's right to require strict performance of the contract in the future.
- d. That if any provision of this Agreement or the Public Project Worksheet shall for any reason be held invalid or unconstitutional, the remainder of the contract shall remain in full force and effect.

5. AUTHORITY

The **City** hereby authorizes the **City Manager or designee** to execute the required Public Improvement Contracts and provide the requested assurance.

6. EFFECTIVE DATE AND RIGHT TO TERMINATE

This Agreement shall become effective on the last date signed by one of the parties and shall continue thereafter for a term of ten (10) years, unless extended by the parties. This Agreement may be renewed or extended for a period of up to ten (10) years by mutual consent of the parties. The party desiring to renew or extend the term of this Agreement shall provide written notice of the intent to renew and extend 60 (sixty) days prior to the natural termination of the current term. Such renewal or extension shall be automatic if no objection is received from the other party within 30 (thirty) days of receipt of notice.

Either party may terminate this Agreement on July 1st of any year, by providing written notice of intent to terminate the Agreement on or before April 1st of that year in which the party wants to terminate. In addition, County may notify **City** upon 60 days written notice that this Agreement is terminated as to any future Public Project Worksheets.

Termination of this Agreement shall not terminate **City's** obligations to continue to provide assurance amounts for County Public Improvement Contracts approved prior to the effective date of termination.

WHEREAS, all the aforementioned is hereby agreed upon by the parties and executed by the duly authorized signatures below:

CITY OF TUALATIN

_____	_____
Signature	Date
_____	_____
Printed Name	Title
Address: _____	

WASHINGTON COUNTY, OREGON:

_____	_____
Signature	Date
_____	_____
Printed Name	Title

Approved as to form:

County Counsel



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, Principal Transportation Engineer
Jeff Fuchs, Public Works Director

DATE: July 13, 2020

SUBJECT:

Consideration of **Resolution No. 5507-20** awarding the Contract for Construction of the Garden Corner Curves Project, Part of the Tualatin Moving Forward Bond Program.

RECOMMENDATION:

Staff recommends that Council approve the resolution awarding and allowing the City Manager to execute a contract with Moore Excavation, Inc. to construct the Garden Corner Curves Project in the amount of \$2,985,936.80

EXECUTIVE SUMMARY:

This contract is for construction of the Garden Corner Curves project from the intersection of 105th Avenue with Moratoc Drive along 105th Avenue, Blake Street, and 108th Avenue to the intersection of 108th Avenue with Willow Street.

This project includes reconstruction of the road to include a pathway for walking and cycling along the roadway, replacement of the existing undersized Hedges Creek culvert with a larger concrete box culvert, retaining walls, new crosswalks with pedestrian-activated flashing beacons, ADA curb ramps, curb extensions, signs and markings to help reduce driver speed, new streetlights, facilities to treat stormwater runoff from the roadway, landscaping, and associated items. More details are online at <https://www.tualatinmovingforward.com/garden-corner-curves/>.

The project was identified in the 2014 Transportation System Plan, developed through a public conceptual design process in 2016-17, funded via the Tualatin Moving Forward Bond program in 2018, designed in 2019-20, and is now ready to begin construction in Summer, 2020.

The construction bid was advertised in the Daily Journal of Commerce on May 20, 2020. Six (6) bids were received before the bid period closed on June 23, 2020. Moore Excavation, Inc. submitted the lowest responsible bid for the project in the amount of \$2,985,936.80.

OUTCOMES OF DECISION:

Adopting the resolution and authorizing contract execution would allow construction of this project to proceed.

FINANCIAL IMPLICATIONS:

Funds for this project are available in the Transportation Project Fund and Transportation Development Tax Fund.

ATTACHMENTS:

Resolution No. 5507-20 Awarding Contract

RESOLUTION NO. 5507-20

A RESOLUTION AWARDING THE CONTRACT FOR CONSTRUCTION OF THE GARDEN CORNER CURVES CONSTRUCTION PROJECT; AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH MOORE EXCAVATING, INC.

WHEREAS, the City advertised the Garden Corner Curves Construction Project in the *Daily Journal of Commerce* on May 20, 2020;

WHEREAS, the City received six bids prior to the close of the bid period on June 23, 2020;

WHEREAS, Moore Excavation, Inc. submitted the lowest responsible bid for the project in the amount of \$2,985,936.80; and

WHEREAS, there are funds budgeted for this project in the Transportation Project Fund and Transportation Development Tax Fund.

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

Section 1. The Garden Corner Curves Construction Project contract is awarded to Moore Excavation, Inc.

Section 2. The City Manager is authorized to execute a contract with Moore Excavation, Inc. for the Garden Corner Curves Construction Project in the amount of \$2,985,936.80.

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

Section 4. This resolution is effective upon adoption.

Adopted by the City Council this 13th day of July, 2020.

CITY OF TUALATIN, OREGON

BY _____
Mayor

APPROVED AS TO FORM

ATTEST:

BY _____
City Attorney

BY _____
City Recorder

Why we are here tonight ...

We are here to ask you to award the Garden Corner Curves construction contract to Moore Excavation, Inc. for \$2,985,936.80

Garden Corner Curves

- ✓ New shared use path, flashing beacons at Moratoc and Blake/108th, raised crossing, driver feedback sign, visual speed reduction
- ✓ Concept design completed in 2016-17
- ✓ Engineering completed in 2019-20
- ✓ Six bids - \$2.9m to \$3.9m
- ✓ Construction this Summer through Fall 2021
- ✓ Funding is from Tualatin Moving Forward and Transportation Development Tax



What will the project look like?



Garden Corner Nursery

Shared-Use Path for
Bikes and Pedestrians



Looking uphill

What will the project look like?



Garden Corner Nursery

Shared-Use Path for
Bikes and Pedestrians

Helenius
Property

Looking Uphill

What will the project look like?



At Moratoc looking towards nursery

ALTERNATIVE A PLUS



Alternative A

12' shared use path on east side

10' vehicle lanes

Cobbled corner treatment

RRFB at Moratoc

RRFB at 108th and Blake

Raised crossing at Paulina

Plus

Speed feedback sign(s)

Revised centerline striping

Raised crossing at 108th/Blake

GARDEN CORNER CURVES

Questions, Comments, Discussion?





City of Tualatin

CITY OF TUALATIN Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Nic Westendorf, Management Analyst II
Jeff Fuchs, Public Works Director

DATE: July 13, 2020

SUBJECT:

Consideration of Ordinance No. 1441-20 updating Tualatin Municipal Code (TMC) Sections 3-3-060 Temporary Water Service and TMC 3-3-070 Hydrant Service.

RECOMMENDATION:

Staff recommend approval of Ordinance No.1441-20.

EXECUTIVE SUMMARY:

The City provides temporary water services and hydrant services for business or construction use, such as dust control, earthwork, mobile businesses such as power washing, temporary service to construction trailers, and similar non-permanent uses. Temporary water service can be provided with in-ground connections or portable water meters connected to fire hydrants. Hydrant Service is for water sold in large quantities for construction or related uses that is accessed through a temporary water meter attached to a fire hydrant.

The current code limits temporary and hydrant services to construction uses only. In the past we have sold water for non-allowed uses such as mobile businesses and irrigation. The new code will allow for other uses besides construction.

Historically the City also allowed self-reporting usage cards, known as blue cards. While the usage cards have been popular, they have been difficult to manage. Unfortunately, self-reporting often resulted in under-reporting, inappropriate uses, and difficult enforcement. The new code eliminates this option and helps improve accurate accounting of water sales for temporary uses.

The proposed changes to TMC Sections 3-3-060 Temporary Water Service and TMC 3-3-070 Hydrant Service will address deficiencies in the code, provide water for more temporary uses, be easier to enforce, ensure all users pay a fair share for the services they receive, and protect the public water system.

Expand Access to Hydrant Meters

The proposed code update will allow temporary water to be used for more than just construction. It will also allow the City to sell water for temporary use outside the city limits.

Eliminate Usage Cards

The Blue Cards have been problematic because they operate on the honor system – contractors self-report how much water they use. This leaves room for under-reporting and human error and

often these cards are lost, resulting in an estimated use. The proposed code update eliminates the usage card option and requires all water sold in the City to be metered.

Require Backflow Protection

Staff recommends requiring backflow prevention devices on all temporary water services. Backflow protection prevents water from being pulled back into the water system to prevent cross contamination.

Create Fill Station at Tualatin Operations Center

In addition to hydrant meters and temporary service meters, the proposed code update will allow mobile businesses to fill water trucks and water tanks at the City Operations Center. This will ensure trucks are inspected for backflow prevention and that all water sold is metered.

Eliminate Small Hydrant Meters

The City currently offers two sizes of fire hydrant meters – ¾-inch and 3-inch. The smaller ¾-inch meters are rarely utilized and put unnecessary wear on the meters and fire hydrants. The proposed update eliminates the ¾-inch meter. If a smaller meter is required, a temporary service can be installed.

Deliver and Secure Fire Hydrant Meters

In the proposed update, City staff would deliver, install, and secure the fire hydrant meters at the approved hydrant. This will ensure meters are used only at the permitted job sites and allow for easier enforcement.

Temporary Services

Temporary water in-ground meters may be installed for temporary water needs such as construction trailers and similar non-permanent uses.

OUTCOMES OF DECISION:

Adoption of Ordinance 1441-20 will update the Tualatin Municipal Code (TMC) Sections 3-3-060 Temporary Water Service and TMC 3-3-070 Hydrant Service aligning current practice with the code. This will address deficiencies in the code, provide water for more temporary uses, be easier to enforce, ensure all users pay a fair share for the services they receive, and protect the public water system.

ALTERNATIVES TO RECOMMENDATION:

If Ordinance 1441-20 is not adopted staff will begin to implement the existing code language to the best of our ability.

FINANCIAL IMPLICATIONS:

There are no notable financial impacts. Adopting the revised code may result in an increase of hydrant meters sold due to expanded permitted uses. While this will generate additional fee revenue, the impact will be minimal as the fees cover the cost of operating the program and the water system.

ATTACHMENTS:

- Ordinance No. 1441-20

ORDINANCE NO. 1441-20

AN ORDINANCE RELATING TO WATER SERVICE; AMENDING TUALATIN MUNICIPAL CODE CHAPTER 3-3 TO CREATE WATER SERVICE PERMITS; AND CREATING NEW PROVISIONS

WHEREAS, the City operates a water utility;

WHEREAS, certain projects, constructions sites, contractors, and others may need access to water from hydrants or other temporary connections; and

WHEREAS, the City wishes to create certain permits to provide temporary water service for water haulers, contractors, and others.

THE CITY OF TUALATIN ORDAINS AS FOLLOWS:

Section 1. TMC 3-3-060 (Temporary Service) and TMC 3-3-070 (Hydrant Service) are deleted in their entirety.

Section 2. TMC 3-3-060 (Temporary Water Service) is created to read as follows:

TMC 3-3-060 – Temporary Water Service.

(1) A person may not use a temporary connection to receive water from a City water source without first obtaining a permit from the City. A permit issued under this section is only valid at the connection location and duration of time specified by the City in the permit.

(2) Temporary water rates, permit fees, and any other related fees will be as established by resolution of the City Council.

(3) Temporary water service permits are only available for properties located within the corporate limits of the City of Tualatin.

(4) To obtain a temporary water service permit from the City, a person must:

(a) Provide the name, address, and contact information of the person or business receiving the water;

(b) Provide connection location and date(s) and time(s) the water connection is to be utilized;

(c) Pay all applicable permit fees; and

(d) Provide any other information the City Manager, or designee, deems necessary or appropriate to administer the permit.

(5) Temporary water service permits are subject to the following requirements:

(a) The temporary water service permit is non-transferable valid for one year. The permit may be renewed for one additional one-year period for a maximum of two years;

- (b) Temporary water service will cease upon expiration of the permit;
- (c) The permit holder must pay all meter installation fees, permit fees, applicable deposits, water use fees, and comply with any other requirements or rules required by the City Manager related to temporary water service;
- (e) The maximum meter size for temporary water service is two inches;
- (f) A backflow device is required to be installed on the water source before a person may receive temporary water service;
- (g) The permit holder must inform any subsequent occupant of the property receiving the temporary service that the property is subject to a temporary water service permit; and
- (h) Regular service will not be installed until final building inspection and application for regular service is made with the City.

Section 3. TMC 3-3-063 (Temporary Fire Hydrant Service) is created to read as follows:

TMC 3-3-063 - Temporary Fire Hydrant Service.

- (1) A person may not use a temporary hydrant connection to receive water from a City water source without first obtaining a permit from the City. A permit issued under this section is only valid at the connection location and duration of time specified by the City in the permit.
- (2) Temporary hydrant service rates, permit fees, and any other related fees will be as established by resolution of the City Council.
- (3) Temporary hydrant services are only available for properties located within the corporate limits of the City of Tualatin.
- (4) To obtain a temporary hydrant service permit from the City, a person must:
 - (a) Provide the name, address, and contact information of the person or business receiving the water;
 - (b) Provide connection location and date(s) and time(s) the water connection is to be utilized;
 - (c) Pay all applicable permit fees; and
 - (d) Provide any other information the City Manager, or designee, deems necessary or appropriate to administer the permit.
- (5) Temporary hydrant service permits are subject to the following requirements:
 - (a) The temporary hydrant service permit is non-transferable and valid for six months. The permit may be renewed for an additional 6-month period for a maximum of one year;
 - (b) Temporary hydrant service cannot be used to supplement undersized water services or be used on an ongoing basis;

- (c) Temporary hydrant service will cease upon expiration of the permit;
- (d) The permit holder must pay all meter installation fees, permit fees, applicable deposits, water use fees, and comply with any other requirements or rules required by the City Manager related to temporary water service;
- (e) Hydrant meters will be delivered and installed by City staff and locked to a preapproved hydrant for use for the duration of the permit; and
- (f) Regular service will not be installed until final building inspection and application for regular service is made with the City.

(6) Upon termination of a temporary hydrant service permit, the meter and all equipment provided by the City must be returned to the City in the same condition as it was received. If the meter has not been returned to the City within ten days from the date of permit expiration, the City may retain any remaining deposit. Fee for water use, and/or the daily rental fee may still be billed in addition to the deposit when a hydrant meter is not returned.

(7) All funds placed on deposit for the hydrant meter or other equipment will be applied to charges owed to the City. Deposited funds that exceed charges will be returned to the permit holder.

Section 4. TMC 3-3-065 (Water Fill Station Service) is created to read as follows:

TMC 3-3-065 – Water Fill Station Service.

(1) A person may not receive water from a City Water Fill station without first obtaining a permit from the City. A permit issued under this section is only valid for the amount of water and the connection location specified by the City in the permit.

(2) Water fill station rates, permit fees, and any other related fees will be as established by resolution of the City Council.

(3) To obtain a water fill station service permit from the City, a person must:

- (a) Provide the name, address, and contact information of the person or business receiving the water;
- (b) Provide the date(s) and time(s) the water connection is to be utilized, and estimated water needed;
- (c) Pay all applicable permit fees; and
- (d) Provide any other information the City Manager, or designee, deems necessary or appropriate to administer the permit.

(4) Water fill station service permits are subject to the following requirements:

(a) The water fill station service permit is non-transferable and valid for six months. The permit may be renewed for additional 6-month periods. There is no limit on the number of renewals.

(b) Water fill station service will cease upon expiration of the permit;

(c) The permit holder must pay all meter installation fees, permit fees, applicable deposits, water use fees, and comply with any other requirements or rules required by the City Manager related to temporary water service.

Section 5. TMC 3-3-070 (Damages, Liability, and Violations Related to Temporary, Fire Hydrant, or Water Fill Stations) is created to read as follows:

TMC 3-3-070 Damages, Liability, and Violations Related to Temporary, Fire Hydrant, or Water Fill Stations.

(1) A permit holder, as provided in TMC 3-3-060 (Temporary Water Service), TMC 3-3-063 (Temporary Fire Hydrant Service), or TMC 3-3-065 (Water Fill Station Service), is liable to the City for all damages to a meter, meter box, hydrant, or other City equipment or infrastructure, regardless of cause, including any improper use, damage from freezing temperatures, and any unauthorized water used by another person. A permit holder must promptly pay the repair or replacement costs associated with any damage. Failure of a permit holder to promptly pay for such damages is grounds for suspension of all City water service.

(2) Violation of any provision of TMC 3-3-060 (Temporary Water Service), TMC 3-3-063 (Temporary Fire Hydrant Service), or TMC 3-3-065 (Water Fill Station Service) is a civil infraction and subject to a fine of up to \$1,000. Each day, and each day that a violation continues, is a separate civil infraction.

(3) The remedies provided herein are in addition to any other remedy provided by law.

Section 6. Effective Date. As provided in the Tualatin Charter, this ordinance is effective 30 days from the date of adoption.

Adopted by the City Council this ____ day of July, 2020.

CITY OF TUALATIN, OREGON

BY _____
Mayor

APPROVED AS TO FORM

ATTEST:

BY _____
City Attorney

BY _____
City Recorder



City of Tualatin

Temporary Water Services

City Council – General Business

July 13, 2019



CITY OF

TUALATIN OREGON



City of Tualatin

Why are we hear tonight?

We are here tonight for your consideration of Ordinance No. 1441-20 updating Tualatin Municipal Code (TMC) sections 3-3-060 Temporary Water Service and TMC 3-3-070 Hydrant Service



What is Temporary Water

Informally has been called “bulk water”

Temporary access to water for construction use

E.g. dust control, earthwork, temp. water to construction trailers

Water is provided by allowing contractors to connect to fire hydrants with a city meter

OR

Self-reporting water used from hydrants on a blue usage card (honor system)



Changes to the code

Modify access to temporary water

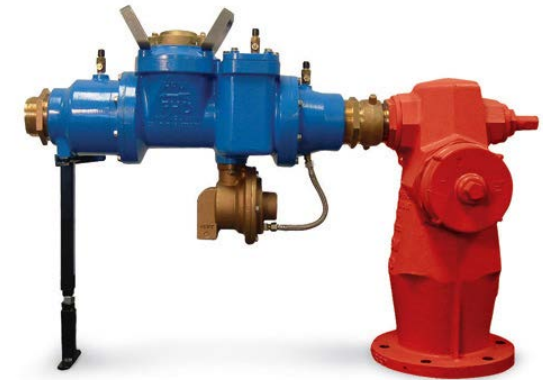
Allow uses beyond construction

E.g. mobile businesses, power washing, filling swimming pools, use outside the city

Increase protection of water system

City staff deliver and secure hydrant meters

Require backflow prevention on all temporary connections





Changes to the code

Create Water truck fill station at Operations Center (Tualatin Services Center)

- Verify water use

- Monitored filling & inspect trucks

Eliminate usage cards

- Self-reporting leads to cheating

- Cards often lost or reporting no water use

Formalize temporary in-ground water connections

- Construction trailers, sales offices, etc.

- Used before permanent service installation



Benefits

Better able to verify water use

Provide water for greater number of uses

Increased protection of water system

Ensure everyone pays fair share



Recommendation



City of Tualatin

Staff recommend approval of Ordinance 1441-20 updating Tualatin Municipal Code (TMC) Sections 3-3-060 Temporary Water Service and TMC 3-3-070 Hydrant Service

Discussion



City of Tualatin

Question, comments, concerns?





City of Tualatin

CITY OF TUALATIN Staff Report

TO: Honorable Mayor and Members of the City Council
THROUGH: Sherilyn Lombos, City Manager
FROM: Jonathan Taylor, Economic Development Manager
DATE: July 13, 2020

SUBJECT:

Consideration of **Resolution No. 5513-20** Authorizing the City Manager to execute an Intergovernmental Agreement with Business Oregon for a COVID-19 Emergency Business Assistance Program Forgivable Loan.

RECOMMENDATION:

Staff Recommends Council authorize the City Manager to sign the Intergovernmental Agreement.

EXECUTIVE SUMMARY:

Background

On March 23, 2020, the City of Tualatin authorized the Tualatin Development Commission to provide grant funding assistance to businesses affected by the COVID-19 through the Economic Stabilization Fund Program. The program utilized \$250,000 in non-tax increment revenue with a contribution of \$2,000 by Northwest Natural.

The application process for the Economic Stabilization Fund program utilized selected application submission process and award amount methodology. The application acceptance period occurred between March 24 to March 31, 2020. A total of 146 businesses submitted an application with a total request of \$1.3 million.

On April 14, 2020, the Tualatin Development Commission dispersed grants ranging from \$579 to \$10,000 to 54 businesses currently employing 149 individuals, with an average grant amount of \$4,600. Over 75% of grant funding went to retail, restaurant, services, hospitality, entertainment, and wellness classified businesses. The grant awarded businesses that were assisted were 44% minority-owned and 47% women owned-businesses.

Business Oregon Matching Grant Program

The Oregon Legislature, in partnership with Governor Brown, allocated \$5 million from the State General Fund, which is combined with \$5 million redirected existing program funding from Business Oregon, to provide financial assistance to small businesses adversely affected by economic conditions associated with COVID-19 that did not or have not received federal emergency assistance under the federal CARES Act funding or other federal program for emergency funding (i.e. Personal Paycheck Protection Program.)

Business will be considered eligible if they meet all of the following Business Oregon requirements:

- .Businesses must be adversely affected economically in either one of the following two categories:
 - Those for-profit and non-profit (limited to 501(c)(3) corporations) businesses that were prohibited from operation as directed by the Governor of Oregon’s Executive Order No. 20-12.
 - Businesses that can demonstrate a one-month decline in revenue greater than 50% in the month of March or April 2020 as compared to January or February 2020.
- Businesses must have 25 or fewer employees.
- Have not received federal funding.

For more information, please reference Exhibit A Program Description and Requirements included in the attached contract provided by Business Oregon.

Implementation

The City of Tualatin received \$35,000 from Business Oregon as a “forgivable loan.” Under the terms of the loan, the City must provide matching funds in the amount of \$35,000, and then all funds must be spent consistent with the State’s agreement terms to help small businesses. If the City complies with the terms of the agreement, then Business Oregon will forgive the City from having to repay the \$35,000 loan.

Under Business Oregon’s program, the City has been authorized to utilize the Tualatin Development Commission’s Economic Stabilization Fund Program’s previously expended funds as the City’s “match.” As a result, the City does not need to provide an additional \$35,000 as a match. Rather, the City will utilize the \$35,000 from Business Oregon to administer a separate small business grant program, consistent with State of Oregon requirements. This separate grant program will not be administered under the Tualatin Development Commission’s Economic Stabilization Fund.

The application process for small businesses to receive grant funds will be a tiered approach, focusing on historically disadvantage communities one week prior to the general launch of the public application process. The application documents will be located on the City of Tualatin’s website under the Economic Development Page. The application must be downloaded and submitted via mail by July 31st at 5:00 pm with all required documentation. Application assistance can be requested from the Business Recovery Center – Tualatin location.

To maximize the \$35,000, the City of Tualatin will limit application for eligible businesses to sole proprietorships and businesses with five employees or less.

The application will be judged against the following criteria:

<u>Business Type:</u>	2-5 years 10 pts
Restaurant 10 pts	5 years or more 5 pts
Retail/Service 5 pts	<u>Economic Impact:</u>
Other 0 pts	50-54% 10 pts
Currently Operating: 5 pts	55-70% 15 pts
Currently Closed: 10 pts	71-85% 20 pts
<u>Years In Operation:</u>	85% or more 25 pts
1 year or less 0 pts	

Funding will be administered as required by the State of Oregon:

- \$2,500 or 60-day fixed expenses up to a maximum of \$5,000.

Funding will be available until funding runs out. It is anticipated that the City of Tualatin will be able to assist 7-10 small businesses.

ALTERNATIVES TO RECOMMENDATION:

None

FINANCIAL IMPLICATIONS:

The City of Tualatin will administer \$35,000 of grant revenues from Business Oregon to provide financial assistance to small businesses as outlined by program guidelines.

ATTACHMENTS:

- Resolution for Authorization
- Business Oregon – City of Tualatin Forgivable Loan IGA (Includes Program Outline as Appendix)

RESOLUTION NO. 5513-20

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH BUSINESS OREGON FOR A COVID-19 EMERGENCY BUSINESS ASSISTANCE PROGRAM FORGIVABLE LOAN

WHEREAS, ORS 190.110 et seq., authorizes the City to enter into Intergovernmental Agreements with other government entities;

WHEREAS, the State of Oregon, acting through its Business Development Department (“OBDD”) created a COVID-19 Emergency Business Assistance Program, which provides matching funds for the City to fund a Business Assistance Program;

WHEREAS, OBDD is providing \$35,000 to the City for the City’s COVID-19 Emergency Business Assistance Program;

WHEREAS, OBDD is authorizing the City to utilize the previously expended funds of the Tualatin Development Commission, a separate municipal corporation, as the “City’s match” under the OBDD program;

WHEREAS, the City wishes to enter into the intergovernmental agreement to implement the Program.

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

Section 1. The City Manager is authorized to execute an Intergovernmental Agreement (IGA) with Business Oregon for a COVID-19 Emergency Business Assistance Program Forgivable Loan, which is attached as Exhibit A.

Section 2. This resolution is effective upon adoption.

ADOPTED by the City Council this 13th day of July, 2020.

CITY OF TUALATIN, OREGON

BY _____
Mayor

APPROVED AS TO FORM

ATTEST:

BY _____
City Attorney

BY _____
City Recorder

EXHIBIT A - RESOLUTION NO. 5513-20

**COVID-19 EMERGENCY BUSINESS ASSISTANCE PROGRAM
FORGIVABLE LOAN AGREEMENT**

OBDD Contract Number C2020240

This forgivable loan agreement (“Contract”), dated as of the date the Contract is fully executed, is between the State of Oregon, acting through its Business Development Department (“OBDD”) and the City of Tualatin (“Recipient”) for capitalizing a COVID-19 Emergency Business Assistance Program sponsored by Recipient and described in Exhibit A (“Program”). This Contract becomes effective only when fully signed and approved as required by applicable law. Unless extended or terminated earlier in accordance with its terms, this Agreement expires 45 days after the Program Completion Deadline. Agreement termination does not extinguish or prejudice OBDD’s right to enforce this Agreement with respect to any default by Recipient that has not been cured.

This Contract includes Exhibit A - Program Description and Requirements.

Pursuant to ORS 285B.266 and OAR Ch. 123, Div. 90, OBDD is authorized to enter into loan agreements and make loans from the Strategic Reserve Fund, including this Contract.

SECTION 1 - FUNDING ASSISTANCE

The OBDD shall provide Recipient, and Recipient shall accept from OBDD, a forgivable loan (the “Loan”) in an aggregate amount not to exceed \$35,000.

SECTION 2 - DISBURSEMENT

- A. Full Disbursement. Upon execution of this Contract and satisfaction of all conditions precedent, OBDD shall disburse the full Loan to Recipient.
- B. Conditions Precedent to Disbursement. The OBDD’s obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its attorneys:
- (1) This Contract duly signed by an authorized officer of Recipient; and
 - (2) Such other certificates, documents, opinions and information as OBDD may reasonably require.
 - (3) Documentation satisfactory to OBDD that, in addition to the Loan, Recipient has available or has obtained binding commitments for all funds necessary to complete the Program.

OBDD has no obligation unless it has appropriations, limitations, allotments or other expenditure authority sufficient to allow OBDD, in the exercise of its reasonable administrative discretion, to disburse funds in accordance with the terms of this Agreement, and notwithstanding anything in the Agreement, occurrence of such contingency does not constitute a default. Upon occurrence of such contingency, OBDD has no further obligation to disburse funds to Recipient.

SECTION 3 - USE OF LOAN

The Recipient shall use the Loan only for the activities described in Exhibit A. The Recipient may not use the Loan to cover costs scheduled to be paid for by other financing for the Program from another State of Oregon agency or any third party, or to retire any Recipient debt.

SECTION 4 - LOAN REPAYMENT; LOAN FORGIVENESS

- A. Promise to Pay. The Recipient shall repay the Loan and all amounts due under this Contract in accordance with its terms. The obligation of Recipient to make all payments is absolute and unconditional. Payments will not be abated, rebated, set-off, reduced, abrogated, terminated, waived, postponed or otherwise modified in any manner whatsoever. Payments cannot remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Program, commercial frustration of purpose, any change in the laws, rules or regulations of the United States of America or of the State of Oregon or any political subdivision or governmental authority, nor any failure of OBDD to perform any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with the Program or this Contract, or any rights of set off, recoupment, abatement or counterclaim that Recipient might otherwise have against OBDD or any other party or parties; provided further, that payments hereunder will not constitute a waiver of any such rights.
- B. No Interest. The Loan bears no interest.
- C. Loan Forgiveness. OBDD shall forgive repayment and cancel the Loan by notice to Recipient, as soon as it determines that all of the following conditions are met:
- (1) Recipient has completed the Program no later than the Program Completion Deadline, which date is 45 days after receipt of the Loan.
 - (2) No Event of Default has occurred and continues.
 - (3) No later than 30 days after the Program Completion Deadline, Recipient submits the reporting required in Exhibit A, in form and substance satisfactory to OBDD.
- D. Partial Loan Forgiveness; Maturity Date. If Recipient is unable to award grants to businesses (including matching funds) as required by this Contract, equal to the full amount of the Loan, OBDD will forgive that portion of the Loan meeting all the conditions in Subsection C above and notify Recipient in writing. Recipient shall pay all unforgiven Loan principal to OBDD not later than 30 days after receiving notice of partial forgiveness, unless otherwise provided by OBDD in writing.

SECTION 5 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

- A. Notice of Adverse Change. The Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Program related to the ability of Recipient to make all payments and perform all obligations required by this Contract.
- B. Public Notification. Recipient will reasonably acknowledge in some public fashion, such as in public statements, that the Program was funded in part with State of Oregon General Funds and Lottery Funds administered by the Oregon Business Development Department.
- C. Compliance with Laws. Recipient will comply with the requirements of all applicable federal, state and local laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.

- D. Records Retention. Recipient will keep proper books of account and records on all activities associated with the Loan, including, but not limited to grant awards and payments, instruments, agreements and other supporting financial records documenting the use of the Loan, including all grant applications and supplemental documentation provided by business applicants. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles and will retain these books of account and records from the later of the date of this Contract until three years after the Program Completion Deadline or the date that all disputes, if any, arising under this Contract have been resolved.
- E. Inspection. The Recipient shall permit OBDD, and any party designated by OBDD, the Oregon Secretary of State's Office, the federal government and their duly authorized representatives, at any reasonable time, to inspect and make copies of any accounts, books and records related to the Program. The Recipient shall supply any Program-related information as OBDD may reasonably require.
- F. Notice of Event of Default. The Recipient shall give OBDD prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.
- G. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OBDD and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors, that is related to this Program.

SECTION 6 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

The Recipient represents and warrants to OBDD:

- A. Organization and Authority.
- (1) The Recipient is a municipality, validly organized and existing under the laws of the State of Oregon.
 - (2) The Recipient has all necessary right, power and authority under its organizational documents and applicable Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) receive funding for the Program.
 - (3) This Contract has been authorized by an ordinance, order or resolution of Recipient's governing body if required by its organizational documents or applicable law.
 - (4) This Contract has been duly executed by Recipient, and when executed by OBDD, is legal, valid and binding, and enforceable in accordance with their terms.
- B. Full Disclosure. The Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Program, or the ability of Recipient to perform all obligations required by this Contract. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract, including Exhibit A, is true and accurate in all respects.

- C. Pending Litigation. The Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Program or the ability of Recipient to perform all obligations required by this Contract.
- D. Governmental Consent. The Recipient has obtained or will obtain all approvals, notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract and the undertaking and completion of the Program.

SECTION 7 - DEFAULT

Any of the following constitutes an “Event of Default”:

- A. Payment Failure. The Recipient fails to make any Loan payment when due.
- B. Misleading Statement. Any material false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to this Loan or the Program.
- C. The Recipient fails to perform any obligation required under this Contract, other than those referred to in subsections A through B of this section, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 8 - REMEDIES

Upon the occurrence of an Event of Default, OBDD may pursue any remedies available under this Contract, at law or in equity. Such remedies include, but are not limited to, termination of OBDD’s obligations to make the Loan or further disbursements, return of all or a portion of the Loan amount, and declaration of ineligibility for the receipt of future awards from OBDD. OBDD may also recover all or a portion of the outstanding balance due under the Loan from Recipient by deducting the amount from any payment due to Recipient from the State of Oregon under any other contract or agreement, present or future, unless prohibited by state or federal law. If, as a result of an Event of Default, OBDD demands return of all or a portion of the Loan amount, Recipient shall pay the amount upon OBDD’s demand. OBDD reserves the right to turn over any unpaid debt from this Contract to the Oregon Department of Revenue or a collection agency and may publicly report any delinquency or default. The remedies are cumulative and not exclusive of any remedies provided by law.

In the event OBDD defaults on any obligation in this Contract, Recipient’s remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD’s obligations.

SECTION 9 - TERMINATION

OBDD may terminate this Contract with notice to Recipient under any of the following circumstances:

- A. The Oregon Department of Administrative Services notifies OBDD of an anticipated shortfall in available revenues.
- B. OBDD fails to receive sufficient funding, appropriations or other expenditure authorizations to allow OBDD, in its reasonable discretion, to continue making payments under this Contract.
- C. There is a change in federal or state laws, rules, regulations or guidelines so that the Program funded by this Contract is no longer eligible for funding.

This Contract may be terminated at any time by mutual written consent of the parties.

SECTION 10 - MISCELLANEOUS

- A. No Implied Waiver. No failure or delay on the part of OBDD to exercise any right, power, or privilege under this Contract will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- B. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- C. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OBDD at the addresses listed in Exhibit A, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

- D. Amendments. This Contract may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
- E. Severability. If any provision of this Contract will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision.
- F. Successors and Assigns. This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights, obligations or any interest without the prior written consent of OBDD.
- G. Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.
- H. Integration. This Contract (including all exhibits, schedules or attachments) constitute the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- I. No Third Party Beneficiaries. OBDD and Recipient are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives or provides, or is intended to give or provide, to third persons any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- J. Survival. All provisions of this Contract that by their terms are intended to survive shall survive termination of this Contract.
- K. Time is of the Essence. Recipient agrees that time is of the essence under this Contract.
- L. Attorney Fees. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract will be entitled to recover from the other its reasonable attorney fees and costs and expenses at trial, in a bankruptcy, receivership or similar proceeding, and on appeal. Reasonable attorney fees shall not exceed the rate charged to OBDD by its attorneys.
- M. Promotional Use of Recipient Information. Recipient agrees that OBDD may use Recipient and information provided to the OBDD by Recipient in the promotion of OBDD's programs and services.
- N. Public Records. OBDD's obligations under this Contract are subject to the Oregon Public Records Laws.

SIGNATURE PAGE FOLLOWS

The Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through its
Business Development Department



City of Tualatin

CITY OF TUALATIN

By: _____
Chris Cummings, Interim Director
Business Oregon

By: _____
Sherilyn Lombos, City Manager

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s/ Wendy Johnson per email dated 8 June 2020

Wendy Johnson, Senior Assistant Attorney General

EXHIBIT A - PROGRAM DESCRIPTION AND REQUIREMENTS

OBDD

State of Oregon, acting by and through its
Business Development Department,
775 Summer Street NE Suite 200
Salem OR 97301-1280

Contract Administrator: Becky Bryant

Telephone: 541-297-3682

Email: becky.a.bryant@oregon.gov

Recipient

City of Tualatin

18880 SW Martinazzi Avenue
Tualatin OR 97062

Contact: Jonathan Taylor, Economic Development
Manager

Telephone: 503-691-3049

Email: jtaylor@tualatin.gov

Program Requirements

Recipient will operate a COVID-19 Emergency Business Assistance Fund that provides one-time-only grants to individual businesses affected by the COVID-19 epidemic, as described below. OBDD acknowledges the City of Tualatin will use previously expended funds of the Tualatin Development Commission, a separate municipal corporation, as the City's Program match for the Loan amount, in at least a 1:1 ratio.

Eligible Business Applicants

1. Businesses must be adversely affected economically in either one of the following two categories:
 - Those for-profit and non-profit (limited to 501(c)(3) corporations) businesses that were prohibited from operation as directed by the Governor of Oregon's Executive Order No. 20-12.
 - Those eligible for-profit businesses that can demonstrate a one month decline in revenue greater than 50% in the month of March 2020 or April 2020 as compared against sales in the month of January 2020 or February 2020. Those 501(c)(3) non-profit businesses that can demonstrate a decline in revenue greater than 50% across the months of March 2020 and April 2020 as compared against the same period of time in 2019.
2. Businesses must have 25 or fewer employees.
3. At the time of a grant award from Recipient's Program, businesses must have been unable to access federal CARES Act funds or other federal funds including:
 - Small Business Administration's Paycheck Protection Program (PPP);
 - Economic Injury Disaster Loan Emergency Advance program (EIDL); or
 - Other federal programs for emergency pandemic funding.

Ineligible Business Applicants

Ineligible applicants include the following categories of businesses:

1. Passive real estate holding companies and others holding passive investments.
2. Non-profit entities that do not have federal 501(c)(3) status.
3. Businesses that fail to certify they are not delinquent on federal, state or local taxes that were due before 1 April 2020.
4. Businesses that do not certify they are in compliance and will comply with all federal, state and local laws and regulations.
5. Businesses not headquartered and with principal operations in Oregon.

6. Businesses not registered to do business in Oregon (Secretary of State Business Registry verification) if such registration is required.

Program Access

It is intended that these state funds are equally accessible to all Oregonians, so Recipient will conduct a robust marketing program that reaches out locally to businesses owned by members of historically disadvantaged population groups (Asian, Black, Hispanic, Native American, and Women Owned Businesses) at least to the extent described in its proposal to OBDD, and must:

- Utilize program marketing materials and application materials provided by OBDD and made available in languages that are representative of the local population.
- Conduct a stepped marketing program that reaches out and markets to members of historically disadvantaged population groups in advance of marketing to the general public.

Business Applications and Support Documentation

In general, Recipient will, applying its best judgment in individual cases, ensure that businesses:

- Self-certify they have not received CARES Act PPP or SBA EIDL assistance as of the date of application.
- Demonstrate:
 - That they were prohibited from operation as directed by Executive Order No. 20-12; or
 - That they had a sales or revenue decrease of 50% or more in the month of March or April 2020, as compared against the sales or revenues of January or February 2020, or for non-profit business, as compared against the same period in 2019.
- Demonstrate they are headquartered and have principal operations in Oregon.
- Self-certify they are not subject to any of the ineligibility criteria.
- Self-certify that the business and its operations are, and will, remain compliant with all local, state and federal laws.
- Provide business, financial and ownership information sufficient to determine and verify eligibility.

Recipient will use a standard Grant Application Form for businesses, including a statement that applicant agrees that State may pursue collection efforts for fraudulent or ineligible grant awards, as supplied by OBDD in multiple languages.

Grant Award Amounts

Awards to eligible businesses will be made as a grant. The amount of the grant will be the greater of two figures, subject to an applicant's ability and choice to provide documentation to support the second figure: the first based on the number of employees before the COVID-19 crisis (as of 29 February 2020); or the second based on the documented amount of fixed operating expenses for the 60 day period of 1 January through 29 February 2020:

- 0-5 employees
 - \$2,500, or
 - 60-day fixed expenses up to a maximum of \$5,000.

- 6-10 employees
 - \$5,000, or
 - 60-day fixed expenses up to a maximum of \$10,000.
- 11-15 employees
 - \$7,500, or
 - 60-day fixed expenses up to a maximum of \$15,000.
- 16-20 employees
 - \$10,000, or
 - 60-day fixed expenses up to a maximum of \$20,000.
- 20-25 employees
 - \$12,500, or
 - 60-day fixed expenses up to a maximum of \$25,000.

Not less than 50% of all Recipient's awards must be made to Sole Proprietor owners (with or without other employees).

Review of Applications

Recipient must confirm that all information and certifications provided by business applicants meet all Program requirements, including but not limited to:

- Demonstrate:
 - That the business applicant was prohibited from operation as directed by Executive Order No. 20-12; or
 - That the business applicant had a sales or revenue decrease of 50% or more in the month of March or April 2020, as compared against the sales or revenues of January or February 2020, or for non-profit business, as compared against the same period in 2019.
- Demonstrate that the business applicant is headquartered and with principal operations in Oregon.
- Provide sufficient documentation of employee head count.

Reporting of Awards

To assist in preventing multiple grants to any business, Recipient must send notification of every award to the OBDD Contract Administrator no later than 24 hours after making the award decision, utilizing a Pre-award report form provided by OBDD.

Within 30 days of fully deploying the Loan, or 30 days after the Project Completion Deadline, whichever occurs first, Recipient will deliver a final report on the Program and information on the grant recipients on a form provided by OBDD, which will include but is not limited to:

- Number of applications received
- A listing of the direct costs incurred in the administration of the Program (payroll, marketing, et cetera)

- Number of awards made
 - Awards by #, \$ and % of allocation by voluntary reported demographic information
 - Awards by #, \$, and % of allocation by regions as defined by OBDD (i.e., Central, Coastal, Eastern, Portland, Southern, and Valley)
 - Award by #, \$, and % of allocation by company size / number of employees (0-5, 6-10, et cetera)
 - Award by #, \$ and % of allocation to sole proprietors
 - Total amount of Recipient's matching funds applied to awards made under the Program, by \$ and % match to the Loan.
- Individual business grant recipient data
 - Name of company
 - Employer Identification Number (EIN)
 - Oregon Business Identification Number (BIN)
 - Address of company
 - NAICS industry code
 - Amount of award
 - Legal business entity type
 - # of employees as of 29 February 2020
 - Reported # of jobs retained due to the award
 - For owners of businesses:
 - First and last name
 - Percentage of ownership
 - Demographics as reported in a demographic questionnaire for all owners with 20% or more ownership.
- A certification by Recipient that no Loan proceeds were used to retire any of Recipient's debt.

Tax Responsibility

Recipient is responsible for all federal or state taxes applicable to any portion of the Loan that is forgiven. Recipient is responsible to administer all federal or state tax requirements applicable to grant awards, including delivery of IRS Form 1099-G to grant recipients.

Program Completion Deadline

Recipient must complete grant awards to eligible businesses no later than the Program Completion Deadline. If Recipient is unable to complete grant awards to businesses (including matching funds) in its aggregate Loan amount by the Program Completion Deadline, Recipient shall return all unforgiven Loan principal to OBDD as provided by Section 4 of the Contract.