



## TUALATIN CITY COUNCIL MEETING

MONDAY, AUGUST 14, 2023

TUALATIN CITY SERVICES  
10699 SW HERMAN ROAD  
TUALATIN, OR 97062

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

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

For those wishing to provide comment during the meeting, there is one opportunity on the agenda: Public Comment. Written statements may be sent in advance of the meeting to Deputy City Recorder Nicole Morris up until 4:30 pm on Monday, August 14. These statements will be included in the official meeting record, but not read during the meeting.

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

Phone: +1 669 900 6833

Meeting ID: 861 2129 3664

Password: 18880

Link:

### Work Session

- 1. 6:00 p.m. (30 min) – Metro Regional Transportation Plan (RTP) Public Comment Period Discussion.** Metro has released the Public Review Draft of their proposed Regional Transportation Plan (RTP). The public comment period (during which agencies and individuals can submit comments on the proposed RTP) is open now through August 25th. Many of the proposed policies and plans in the RTP would significantly affect people who live, work, or otherwise spend time in Tualatin. An official City response is anticipated. This discussion is planned to be centered around the questions of a) Should we submit a City response? And b) If so, What should be in it?
- 2. 6:30 p.m. (30 min) – Council Meeting Agenda Review, Communications, and Roundtable.** Council will review the agenda for the August 14 City Council meeting and brief the Council on issues of mutual interest.

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**7:00 P.M. CITY COUNCIL MEETING**

## Call to Order

## Pledge of Allegiance

## Announcements

1. New Employee Introductions- Police Officers Taylor Grimmatt and CJ Hilgaertner
2. New Employee Introduction- City Attorney Kevin McConnell

## Public Comment

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

## Consent Agenda

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

1. Consideration of Approval of the Work Session and Regular Meeting Minutes of July 10, 2023
2. Consideration of Approval of a New Liquor License Application for Luxor Nails and Spa
3. Consideration of Approval of a New Liquor License Application for Tanaka
4. Consideration of Approval of a New Liquor License Application for Akira Sushi
5. Consideration of Approval of a New Liquor License Application for Izumi Japanese Steakhouse
6. Consideration of **Resolution No. 5715-23** Authorizing the City Manager to Execute an Intergovernmental Agreement (IGA) with Washington County (the County), Outlining the County's and City's Obligations as they Pertain to the County's Planned Ride Connection Shuttle Stop Improvements
7. Consideration of **Resolution No. 5717-23** Approving an Amendment to an Intergovernmental Agreement with Washington County Concerning Community Development Block Grants
8. Consideration of **Resolution No. 5718-23** Authorizing the City Manager to Sign an Agreement with Tigard-Tualatin School District, Washington County, and the City of Tigard related to Youth Library Services
9. Consideration of **Resolution No. 5719-23** Adopting the City of Tualatin Contingency and Reserve Policy

## Public Hearings - Legislative or Other

1. Consideration of **Ordinance No. 1478-23** Approving the Building Fee Schedule

## **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 **Ordinance No. 1479-23** Change to Parking Permit Zone Request from the Residents on SW Blackfoot Drive and Osage Street

## **Items Removed from Consent Agenda**

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

## **Council Communications**

## **Adjournment**

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

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

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



City of Tualatin

## CITY OF TUALATIN Staff Report

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

**THROUGH:** Sherilyn Lombos, City Manager

**FROM:** Mike McCarthy, City Engineer  
Cody Field, Management Analyst

**DATE:** August 14, 2023

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**SUBJECT:**  
Metro Regional Transportation Plan (RTP) Public Comment Period

### **EXECUTIVE SUMMARY:**

Metro has released the Public Review Draft of their proposed Regional Transportation Plan (RTP). The public comment period (during which agencies and individuals can submit comments on the proposed RTP) is open now through August 25<sup>th</sup>. Many of the proposed policies and plans in the RTP would significantly affect people who live, work, or otherwise spend time in Tualatin.

Federal policies require Metro update the RTP every five years, and this update is due by the end of this year. The Public Review Draft of the RTP is available on the Metro website at <https://www.oregonmetro.gov/public-projects/2023-regional-transportation-plan/public-comment>

Comments can be submitted at the Metro website above. As this RTP would significantly affect the people of Tualatin, staff encourages Tualatin residents, workers, and visitors to submit comments and make their voices heard.

Key policy/planning issues in the RTP include:

- Planning for the Regional Transportation System for the Next Few Decades
- Tolling Implementation Assumed
- Use of Toll Revenue (for Transit or Trip Reduction Programs)
- Policies Limiting Roadway Capacity Projects
- Planning for Transit Routes (Bus, Rapid Bus, MAX, WES, etc.)
- Growth Policies Affecting New/Expanded Businesses
- Policies Discouraging Driving and Favoring Using Other Modes
- Policies on what level of congestion is acceptable on Freeways and other Major Roads

An official City response is anticipated. This discussion is planned to be centered around the questions of a) Should we submit a City response? And b) If so, What should be in it?

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### **ATTACHMENTS:**

- Powerpoint Presentation



# Metro Regional Transportation Plan (RTP)

## 2023 Regional Transportation Plan

Metro is working across greater Portland to expand options for how people and goods get where they need to go safely and reliably.

[Overview](#) [Public comment](#) [Building the plan](#) [Engagement](#) [Projects](#) [Transit](#) [Climate](#) [Research](#)



## City Council Work Session

August 14, 2023



# Presentation Overview

- Regional Transportation Plan (RTP) Overview
- RTP Planning Context
  - State Rules/Plans
  - County / City Plans
- Key Policy Proposals
- Questions
- City Response?
  - Key Issues to include



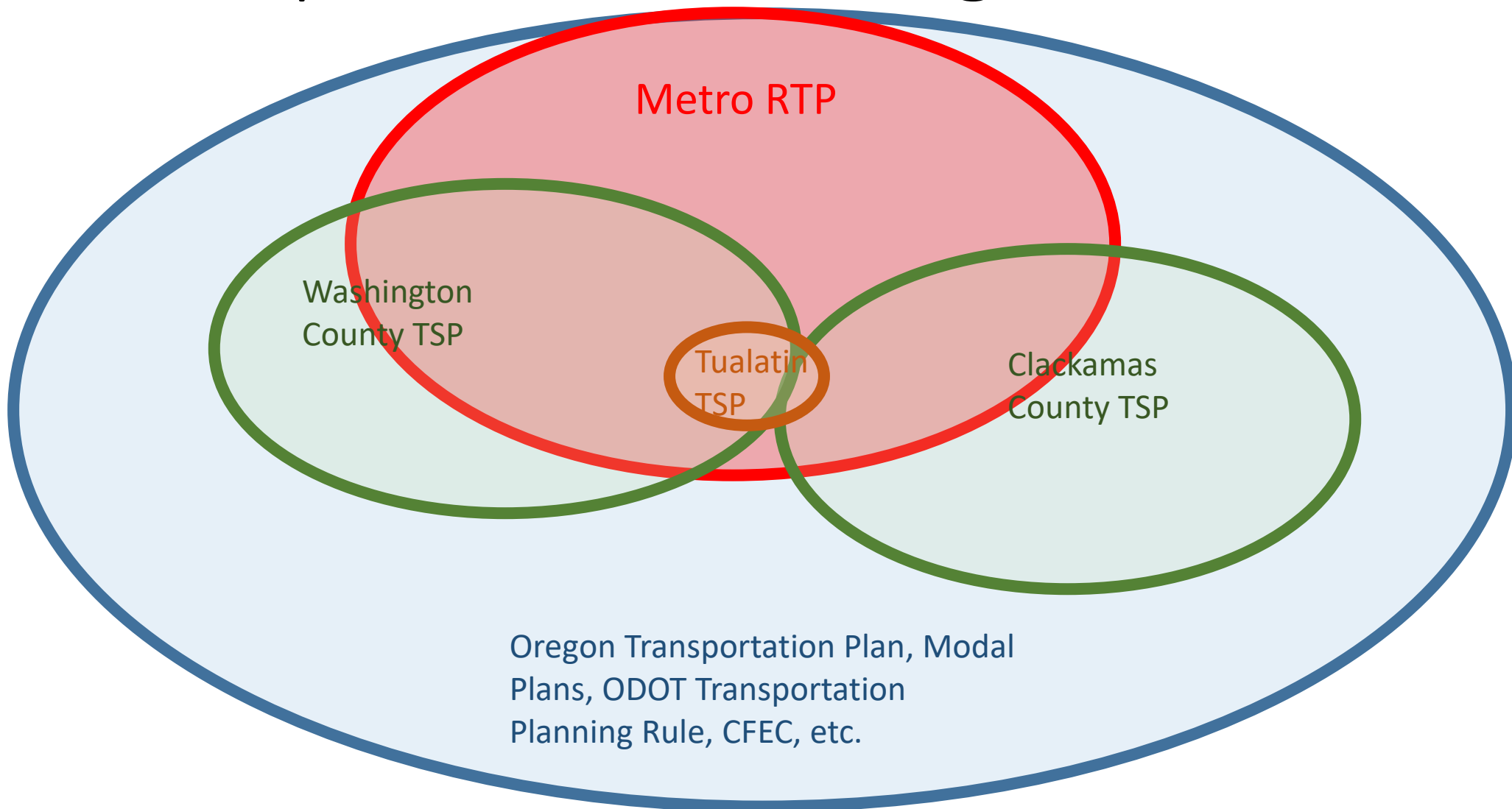
PUBLIC REVIEW DRAFT  
2023 Regional  
Transportation Plan

*A blueprint for the future of transportation in  
the greater Portland region*

# RTP Process:

- 20-Year Vision for Transportation around the region
- Federally Required Plan for all Metropolitan areas
  - Update required every 5 years; Due December 2023
  - Projects must be in RTP to be federally funded
- Also governed by State Regulations – Transportation Planning Rule, CFEC, etc.
- 573 pages of significant work and expertise
- Public Comment Due August 25, 2023

# Transportation Planning Context



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# Public Comment:

<https://www.oregonmetro.gov/public-projects/2023-regional-transportation-plan/public-comment>

We encourage Tualatin residents and businesses to comment and tell Metro what you care about regarding transportation



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# RTP Policy Goals

- Mobility Options
- Safe System
- Equitable Transportation
- Thriving Economy
- Climate Action and Resilience



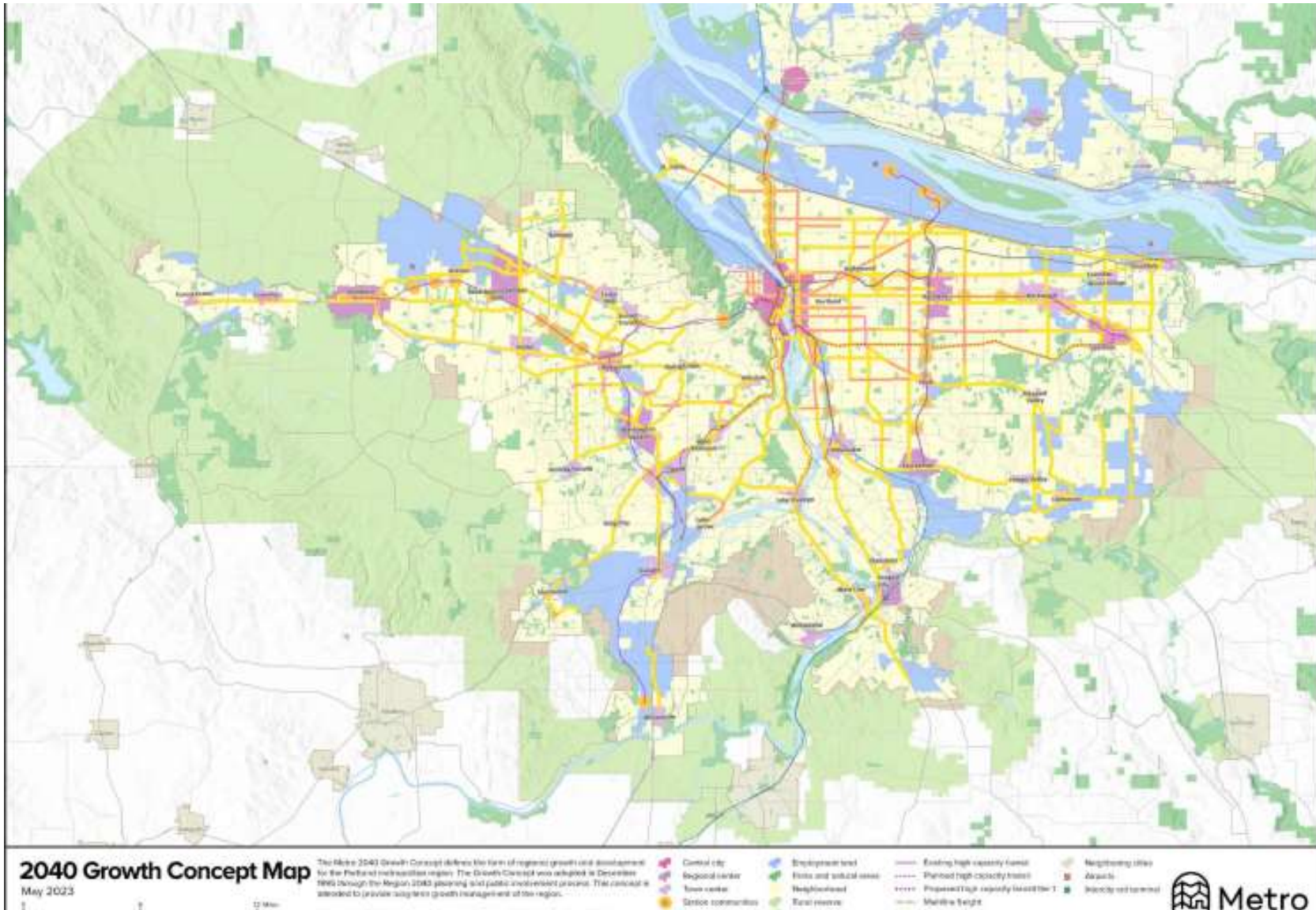
## **2023 RTP Vision**

Everyone in the greater Portland region will have safe, reliable, affordable, efficient, and climate-friendly travel options that allow people to choose to drive less and support equitable, resilient, healthy and economically vibrant communities.





# Supports Metro 2040 Growth Concept



# RTP Key Projects

- Southwest Corridor Light Rail
- I-205 Abernethy Bridge Improvements
- I-205 Widening (Stafford Rd to Hwy 213)
- I-5 Southbound at Boone Bridge
- Highway 99W Corridor Study
- High Capacity Transit Planning
- Ice Age / Tonquin and other Regional Trails
- TSMO (Using Technology to help transportation)
- Many other smaller projects submitted by cities and counties



# RTP Basic Philosophy

- **Avoid building roadway capacity**
  - Consider tolling/other measures before widening
  - Invest in transit/walk/bike instead
- If traffic gets worse, more people will switch to walk/bike/transit

# Key Policy Proposals - Tolling

- RTP includes tolling all of I-5 and I-205 in the Metro Region
- Revenue would fund transit and/or system/demand management and/or active transportation projects
- **Staff Concern:** This RTP commits the region to tolling with revenue used for non-capacity projects. Any revision would have to model same/more GHG reduction



## Throughway Pricing in the RTP

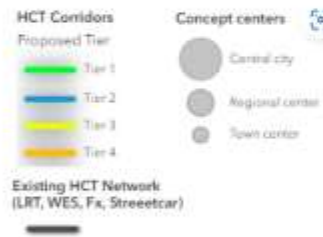
Tolls will be collected both on the I-5 Bridge and I-205 Toll Projects (red dots) and in Regional Mobility Pricing Project corridors (orange lines).

# Key Policy Proposals – High Capacity Transit

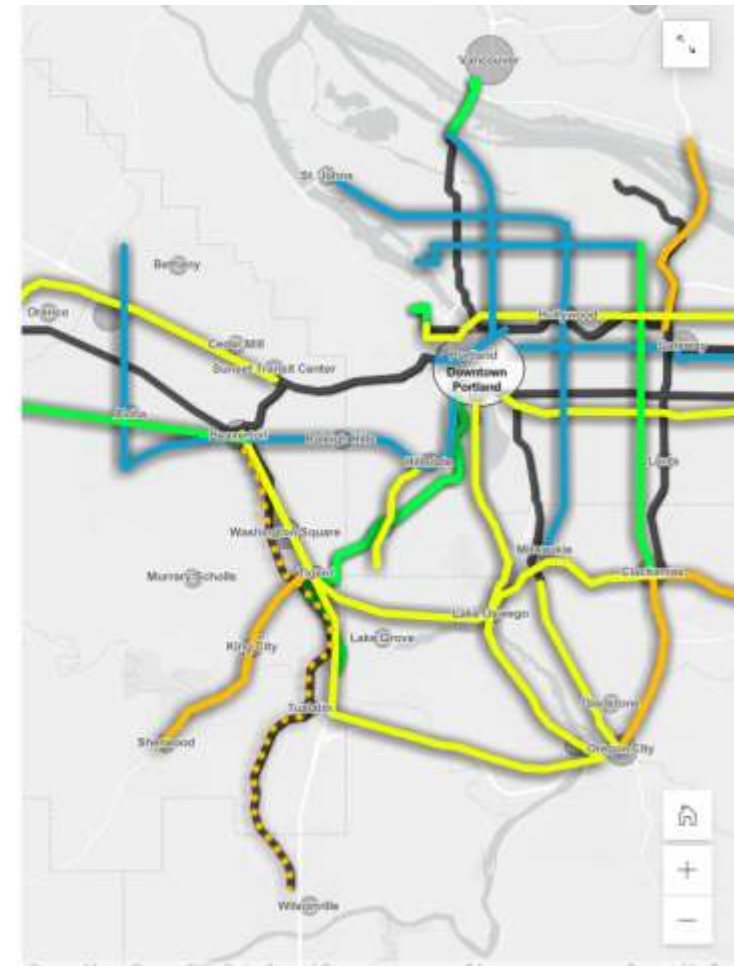
- Hwy 99W and WES corridors listed as Tier 4
- Staff Concern: Demand on Hwy 99W and WES / I-5 South corridors is vastly understated due to model only considering trips based in region – not into/out of region
- Part of recurring pattern of more investment going to center of region and less to outer areas

## High Capacity Transit Network Vision

The map represents the high capacity network vision tiered based on investment readiness.

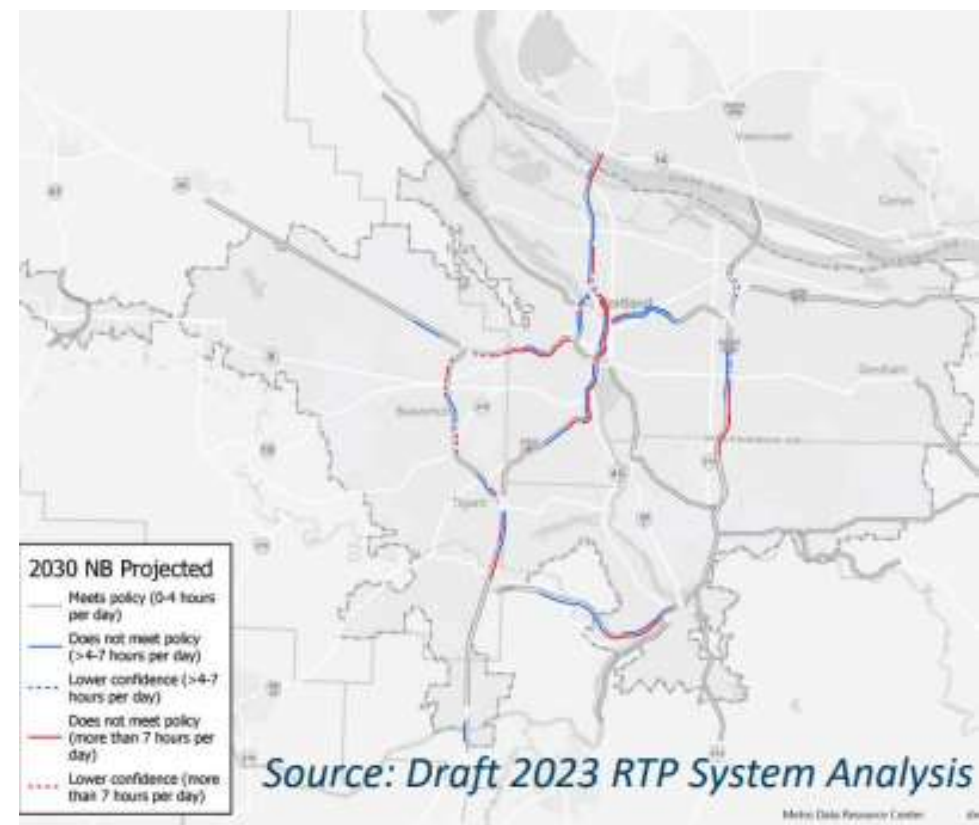


*Interactive Map: Click and drag to pan and use the buttons in the lower right corner to zoom.*



# Key Policy Proposals – Regional Mobility Policy

- Freeways are considered to operate acceptably unless speed is less than 35 mph for more than 4 hours per day
- 20 mph on ‘throughways’
- Staff Concern:
  - I-5 issues through Tualatin considered not a problem
  - Diversion of freeway traffic onto city streets resulting in increased crash rates



# Key Policy Proposals – Regional Mobility Policy

- Reduce home-based Vehicle-Miles Traveled (VMT)
- Land use changes must not add home-based VMT
- Staff concerns:
  - Note that this is home-based VMT and doesn't include trips in/out of region – such as longer commutes
  - How would a major regional employer (such as a new chip fab) not add home-based VMT?

# Tualatin Response to RTP:

- Questions / Concerns / Other Thoughts?
- Should we write a comment letter?
- If so, What issues should we include in it?



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# Public Comment:

<https://www.oregonmetro.gov/public-projects/2023-regional-transportation-plan/public-comment>

We encourage Tualatin residents and businesses to comment and tell Metro what you care about regarding transportation. Your comments are important.



*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:** August 14, 2023

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**SUBJECT:**  
Consideration of Approval of the Work Session and Regular Meeting Minutes of July 10, 2023

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

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**ATTACHMENTS:**

- City Council Work Session Meeting Minutes of July 10, 2023
- City Council Regular Meeting Minutes of July 10, 2023





## OFFICIAL MINUTES OF THE TUALATIN CITY COUNCIL MEETING FOR JULY 10, 2023

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

Absent: Councilor Maria Reyes

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Mayor Bubenik called the meeting to order at 5:30 p.m.

### **1. Consideration of Updates to the Outside Agency Grant Program.**

Deputy City Recorder Nicole Morris presented a review of the Outside Agency Grant Program. She provided an overview of the program, encompassing its purpose statement, funding mechanism, application timeline, and review process. Recorder Morris also shared findings from research on similar grant programs in neighboring communities, which provided insights into potential improvements for Tualatin's program. She highlighted possible avenues for enhancing the current program including refining the purpose statement to align with the City Council's priorities, consideration of a funding cap, introducing a requirement for a final report, and opportunities to highlight program partners to the broader community.

Council President Pratt expressed her desire to tie the purpose statement of the grant program to the Council's priorities. While she suggested not imposing a strict funding cap, she recommended indicating past funding allocations as a guideline for future applicants. Council President Pratt stated she would like to introduce a final report to track how the granted funds are utilized.

Councilor Hillier asked if fiscal agents are allowed to take a portion of the funding for administrative costs. Recorder Morris stated there are no guidelines around that.

Councilor Hillier would like to make sure there is flexibility in the allocation of how funds are distributed. She suggested a new applicant training be held for partners, mid-grant cycle check-ins, invites to partners to participate in city events, and more extensive reporting guidelines.

Councilor Brooks agreed she would like to see the purpose of the program be tied to the council vision and the desire for flexibility in how funds are allocated. She stated she sees the funding from this program as symbolic support from the Council and wants to ensure the partners can continue to use the funding how it is helpful to them.

Councilor Gonzalez echoed the sentiments of flexibility and simplicity, proposing a straightforward final report and new partner training.

Councilor Sacco emphasized maintaining flexible fund distribution and incorporating the Council's goals into the updated purpose statement.

Mayor Bubenik underscored the requirement for grant recipients to be 501(c)(3) agencies, a sentiment supported by Councilor Hillier.

Recorder Morris acknowledged the feedback based on the discussion. She states she plans to open the grant cycle on August 1<sup>st</sup>.

## **2. Building Division Fee Schedule Update.**

Building Official Suzanne Tyler presented an update on the building division fee schedule. She provided a comprehensive overview of the division's background, including its activities and volume of permits and inspections. Official Tyler stated the division operates independently with its own dedicated fund, sustained by revenues generated from various fees. Official Tyler explained recent state guidance necessitates the maintenance of a reserve fund capable of funding the department for 18 months. To this end, she pointed out that building fees have remained unchanged since 2005, contributing to the need of adjusting them to meet current costs. Official Tyler presented a graph illustrating revenues, expenditures, and reserves, while indicating that the bulk of revenue comes from fees such as existing building, mechanical, permit, and non-prescriptive solar fees. She stated the proposed fee adjustments were made based on careful evaluation of administrative hours, travel costs, and inspection hours. She noted even after the adjustments, Tualatin's fees would remain the lowest compared to surrounding jurisdictions, ensuring the city continues to offer low rates while building reserves to support the division. Official Tyler stated they have provided notice to the state regarding proposed changes to the fee schedule and posted the proposed changes on the city's website for feedback. She stated next steps include a public hearing on the proposed fees.

Councilor Hillier asked how long it will take to build the reserves to eighteen months. Official Tyler stated it will take 5-10 years to build eighteen months of reserves.

Councilor Gonzalez asked what the backlog is for permits in the department. Official Tyler stated residential permits are taking 2-3 weeks and commercial permits are taking 4-5 weeks.

Councilor Brooks stated it is important to have prudent reserves and is happy to see the fees come in line with actual costs.

Mayor Bubenik asked if the increase would allow for hiring additional staff to lower turnaround times. Official Tyler stated the increase would not support the addition of any new full-time staff. Mayor Bubenik would like to see new staff factored into the costs.

Councilor Hillier asked if permitting is seasonal. Official Tyler stated the summer time is the busiest season.

Councilor Pratt asked if more permitting is expected with the upcoming developments. Official Tyler stated it is projected that permitting will increase as new development continues.

City Manager Lombos recapped the Council's objective of maintaining efficient turnaround times while acknowledging the connection between staffing levels and achieving this goal. The Council collectively supported this sentiment, with a consensus to proceed with the proposed fee adjustments to meet the division's financial needs.

Councilor Gonzalez recommended reviewing these fees more frequently to ensure they remain aligned with costs. Official Tyler stated that the proposed increase includes a phased adjustment over the next five years, tied to the construction cost index to account for inflation and other business-related costs.

## **3. Council Meeting Agenda Review, Communications, and Roundtable.**

Mayor Bubenik stated he attended an event for the District Export Council of Oregon at the NW Naturals Facility in Sherwood and the CEPA meeting to discuss where youth in the new Planbeck Gardens development will attend school.

**Adjournment**

Mayor Bubenik adjourned the meeting at 6:31 p.m.

Sherilyn Lombos, City Manager

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

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



## OFFICIAL MINUTES OF THE TUALATIN CITY COUNCIL MEETING FOR JULY 10, 2023

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

Absent: Councilor Maria Reyes

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### Call to Order

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

### Pledge of Allegiance

### Announcements

#### 1. Tualatin Science & Technology Scholarship

Councilor Hiller announced Kelly Tejeda Castellanos as this year's recipient of the Tualatin Science and Technology Scholarship. She presented her with a certificate.

#### 2. Tualatin Community Emergency Response Team (CERT) Emergency Preparedness Fair

Community Emergency Response Team (CERT) Membership Director Heather Schlachter presented information on the upcoming Tualatin Emergency Preparedness Fair to be held on Saturday, August 5<sup>th</sup>, 11am -3pm, at Tualatin Community Park and the Juanita Pohl Center. She stated admission is free.

### Public Comment

Kent Drangsholt, of The Garages, requested the Council consider zoning changes so pickle ball courts can be built at their establishment. He presented a petition from 45 members supporting the request.

Eric TwoRivers supported the request for the allowance of pickle ball courts at The Garages.

Tom Widden, NW Pickle Ball Veterans, supported the request to have the courts put in at The Garages. He would like to see the Council support this request as it is a great activity for senior citizens in the community.

### Consent Agenda

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

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

MOTION PASSED

#### 1. Consideration of Approval of the Work Session and Regular Meeting Minutes of June 26, 2023

2. Consideration of **Resolution No. 5714-23** Awarding a Contract for Stoneridge Park Construction Documents and Professional Services to Pacific Community Design
3. Consideration of **Resolution No. 5716-23** Awarding the Contract for Construction of Boones Ferry Corridor Phase 2 Improvements, Part of the Tualatin Moving Forward Program

## **Special Reports**

1. Annual Report of the Tualatin Historical Society

Tualatin Historical Society President Ross Baker presented the organization's annual report. He mentioned the center has successfully recovered from the impacts of the pandemic, with activities and rentals returning, and an average of around 500 visitors per month. Mr. Baker highlighted various activities from the past year, including plays and musicals held at the center. He mentioned the transformation of Pioneer Days into History Day, which now includes information on the Ice Age, native people, and native plants. Mr. Baker stated membership has seen a slight decrease this year, but overall revenues and expenses are on track. He emphasized the continuation of programming to fulfill the center's mission for the upcoming year. The focus will be on restoring the Galbreath farm wagon, displaying an outdoor propeller from a 1952 military crash, and relocating the Ice Age water fountain from the Commons.

2. Tualatin Planning Commission Annual Report

Assistant Community Development Director Steve Koper and Tualatin Planning Commission Vice-Chair Janelle Thompson presented the Tualatin Planning Commission Annual Report. Director Koper stated the Planning Commission's primary role is to fulfill Goal 1 of Oregon's statewide land use planning program, which focuses on citizen involvement in the planning process. He highlighted the commission's accomplishments during the year, including one recommendation related to the adoption of the Core Opportunity Investment Area plan. Additionally, they completed one action item associated with the LAM master plan. Director Koper stated the Commission was actively engaged in various tasks, such as working on updates to the zoning code for the Basalt Creek Employment (BCE) area, implementing the City's Housing Production Strategy, and making necessary development code updates to meet legal requirements. They also discussed future updates to the water master plan and received informational presentations on the parks bond and the Climate Friendly and Equitable Communities rule.

The Council thanked members for their commitment to the city.

## **Public Hearings - Legislative or Other**

1. Consideration of 2023 Water Master Plan update which includes updated System Development Charge (SDC) methodology and rates, along with corresponding Plan text and map amendments to the Tualatin Comprehensive Plan and Development Code.

Deputy Public Works Director Nic Westendorf, Senior Planner Erin Engman, and Zack Hazel of FCS Consulting presented the proposed updates to the Water Master Plan. Director Westendorf explained the Water Master Plan's purpose is to chart the city's water system's course for the next 20 years, identifying essential capital projects, and determine the required funding for construction and maintenance. He noted that the current plan was last updated in 2013.

Deputy Westendorf stated the city purchases water from Portland, and water demands in Tualatin arise from a mix of residential and commercial-industrial usage. He stated future water needs entail addressing increased summer demand, enhancing system resiliency, implementing proactive repairs and replacements, and supporting new development initiatives. Director Westendorf stated to develop the water master plan, various sources were consulted, including the emergency water plan, water supply strategy, conservation plan, seismic hazards evaluation, resiliency investigation, and the capital improvement plan.

Councilor Brooks asked about the conservation plan and how it will be developed with the City of Portland. Director Westendorf stated they will be working with them to make sure both entities plans align moving forward.

Director Westendorf stated there are 54 total projects in the plan. He highlighted several projects including water main replacements, storage and pumping, seismic improvements, repairs and upgrades, and the addition of generators at pump stations.

Mayor Bubenik asked about the seismic improvements to the Washington County pipeline. Director Westendorf stated it is a shared line that will be addressed as part of the water contract.

Consultant Hazel presented the proposed water rate and system development charge (SDC) increases. He provided an overview of utility rate making, stating that rates are set to cover the cost of services, including both operating and capital expenses. Consultant Hazel highlighted the capital improvement plan costs that include various projects amounting to \$50.3 million, covering items such as transmission upsizing and pump stations. He shared the revenue requirements summary, which outlined the costs related to water purchase, debt services, and rate fund capital. Consultant Hazel compared Tualatin's water bills with those of other jurisdictions, noting that Tualatin currently has the lowest rates. He explained how the SDC rates are calculated and shared both the current and proposed rates. He provided a comparison of Tualatin's rates with those of other jurisdictions for reference.

Councilor Brooks asked how the usage remains the same but the costs continues to increase. Consultant Hazel stated that demand was estimated at average growth.

Council President Pratt asked why the City of Portland's SDC rates are the lowest in the region. Director Westendorf stated he would have to further research why.

Planner Engman explained that as part of the water master plan update, there is a need to update Chapter 9 of the Comprehensive Plan and Development Code 74.610 to align with the changes. She stated the expanded goals and amendments have been incorporated into the comprehensive plan to ensure consistency. Planner Engman shared the proposed plan map amendment, which outlines the changes in the water master plan. Additionally, she presented the applicable criteria for the proposed amendment, ensuring that it meets the necessary requirements for implementation.

Tualatin Planning Commission Vice-Chair Janelle Thompson stated the commission heard the presentation at their May 18<sup>th</sup> meeting where they unanimously approved recommendation of the Master Plan and corresponding updates to the Comprehensive Plan.

Council President Pratt asked about the goal that speaks to the planning for future water sources. Director Westendorf stated through the process they heard the need for having a

backup water sources since our main source is so far away. He stated that goal captures that need.

Director Westendorf provided information about the public engagement process conducted for the water master plan. He highlighted that the main component of the engagement was an online open house, where citizens had the opportunity to provide feedback and share their thoughts on the plan. Director Westendorf stated several key takeaways were identified. He stated citizens were well-informed about the water system, and there was a strong emphasis on the importance of resiliency and redundancy in the water infrastructure. He noted the proposed rates were generally viewed as reasonable and received support from the community. Director Westendorf stated there was significant concern expressed about the lack of a backup water source, which is an important consideration for ensuring a reliable and secure water supply in the future.

#### PUBLIC COMMENT

None.

#### COUNCIL QUESTIONS

Councilor Sacco asked how many people participated in the public outreach portion of the project. Director Westendorf stated there were about 300 unique visitors to the site.

Councilor Gonzalez asked if there was any water conservation outreach done to residential homes. He would like to include funding for a rebate program for residential homes who practice water conservations for irrigation. Director Westendorf stated a program like this would fit into a Water Conservation Plan, which will be looked at in the future.

Motion for first reading by title only of Ordinance 1476-23, amending the Comprehensive Plan, made by Council President Pratt, Seconded by Councilor Brooks.

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

#### MOTION PASSED

Motion for second reading by title only of Ordinance 1476-23, amending the Comprehensive Plan, made by Council President Pratt, Seconded by Councilor Brooks.

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

#### MOTION PASSED

Motion to adopt Ordinance 1476-23, amending the Comprehensive Plan, made by Council President Pratt, Seconded by Councilor Brooks.

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

#### MOTION PASSED

Motion for first reading by title only for Ordinance 1477-23, adopting the SDC methodology and rates, made by Council President Pratt, Seconded by Councilor Brooks.

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

**MOTION PASSED**

Motion for second reading by title only for Ordinance 1477-23, adopting the SDC methodology and rates, made by Council President Pratt, Seconded by Councilor Brooks.

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

**MOTION PASSED**

Motion to adopt Ordinance 1477-23, adopting the SDC methodology and rates, made by Council President Pratt, Seconded by Councilor Brooks.

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

**MOTION PASSED**

**Council Communications**

Council consensus was reached to bring the request for a zoning change for pickleball courts back at a future work session for discussion.

Council President Pratt highlighted events happening around the City, she stated they can be found on the city's website.

**Adjournment**

Mayor Bubenik adjourned the meeting at 8:38 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:** 8/14/2023

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**SUBJECT:**

Consideration of Approval of a New Liquor License Application for Luxor Nails and Spa

**RECOMMENDATION:**

Staff respectfully recommends the Council approve endorsement of the liquor license application for Luxor Nails and Spa.

**EXECUTIVE SUMMARY:**

Luxor Nails and Spa has submitted a liquor license application under the category of limited on-premises. This would permit them to sell factory-sealed malt beverages, wine, and cider at retail to individuals in Oregon for consumption on the license premises. The business is located at 7080 SW Nyberg St. The application is in accordance with provisions of Ordinance No. 680-85 which establishes procedures for liquor license applicants. Applicants are required to fill out a City application form, from which a review by the Police Department is conducted, according to standards and criteria established in Section 6 of the ordinance. The Police Department has reviewed the new liquor license application and recommended approval. According to the provisions of Section 5 of Ordinance No. 680-85 a member of the Council or the public may request a public hearing on any of the liquor license requests. If such a public hearing request is made, a hearing will be scheduled and held on the license. It is important that any request for such a hearing include reasons for said hearing.

**FINANCIAL IMPLICATIONS:**

A fee has been paid by the applicant.

---

**ATTACHMENTS:**

- Application
- Vicinity Map



# CITY OF TUALATIN

## LIQUOR LICENSE APPLICATION

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

Date 03/07/23

**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): Luxor Nails and Spa 1 LLC

Business address 7080 SW Nyberg St City Tualatin State OR Zip Code 97062

Mailing address 13730 SE 134TH AVE City Clackamas State OR Zip Code 97015

Telephone # 971-400-4560 Fax # \_\_\_\_\_

Email benhua1281@gmail.com

Name(s) of business manager(s) First Joan Middle \_\_\_\_\_ Last Huan



Type of business Nails Salon

Type of food served N/A

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

Days and hours of operation M-Sat (10am - 7:30pm) Sun (10am - 6pm)

Food service hours: Breakfast N/A Lunch N/A Dinner N/A

Restaurant seating capacity N/A Outside or patio seating capacity N/A

How late will you have outside seating? N/A How late will you sell alcohol? 7:30 pm

How many full-time employees do you have? 3 Part-time employees? 5

**SECTION 3: DESCRIPTION OF LIQUOR LICENSE**

Name of Individual, Partnership, Corporation, LLC, or Other applicants Luxor Nails and Spa 1 LLC

Type of liquor license (refer to OLCC form) Limited on site

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: Dancy N. Gausler \_\_\_\_\_  
\_\_\_\_\_

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

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

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

**SECTION 4: APPLICANT SIGNATURE**

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

\_\_\_\_\_  
Signature of Applicant 03/07/23  
Date

**For City Use Only**

Sources Checked:

- DMV by B
- LEADS by B
- TuPD Records by B
- Public Records by B

- Number of alcohol-related incidents during past year for location.
- Number of Tualatin arrest/suspect contacts for \_\_\_\_\_

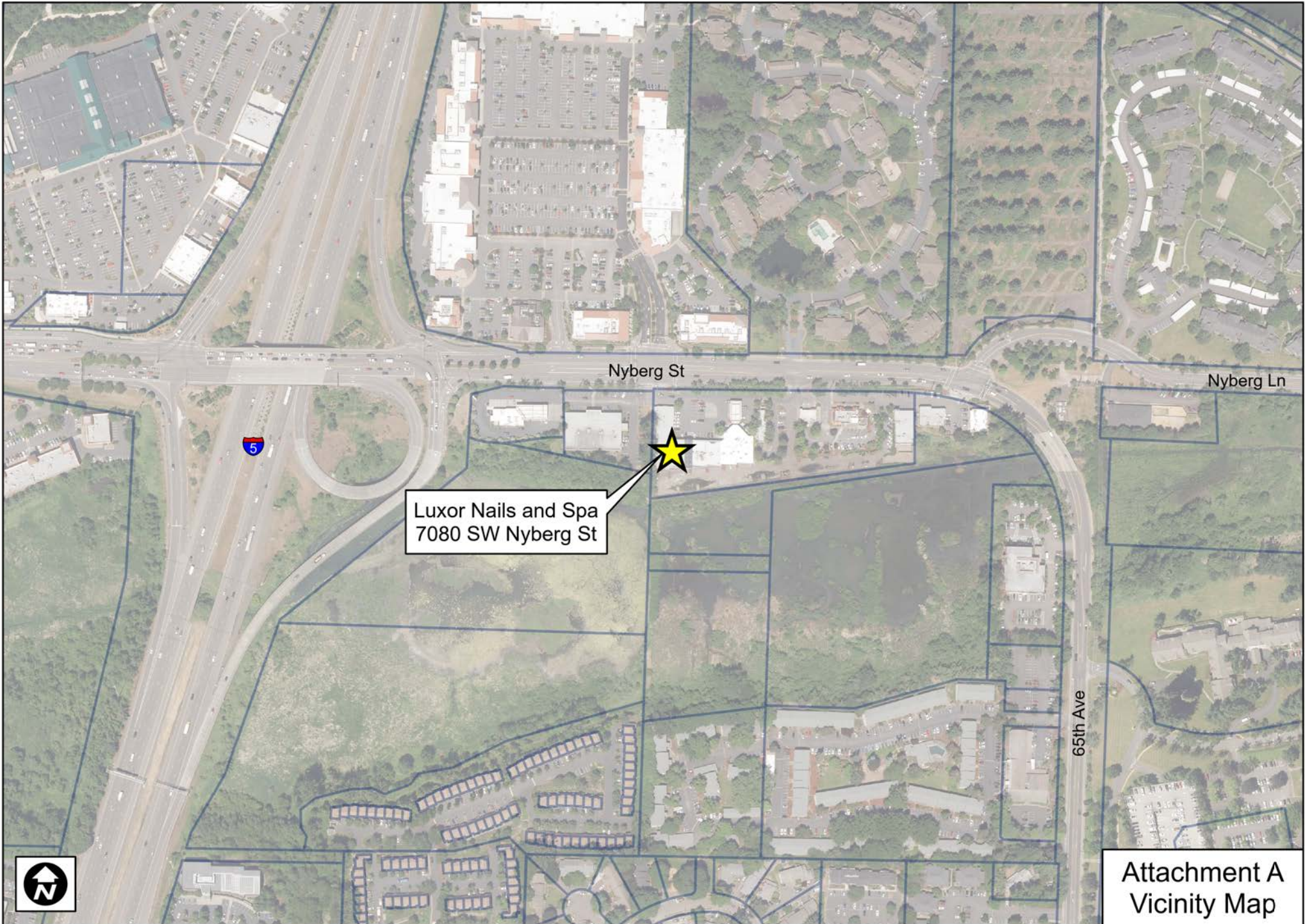
**It is recommended that this application be:**

- Granted
  - Denied
- Cause of unfavorable recommendation: \_\_\_\_\_

\_\_\_\_\_  
Signature 3/10/23  
Date

Greg Pickering  
Chief of Police  
Tualatin Police Department







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:** 8/14/2023

---

**SUBJECT:**

Consideration of Approval of a New Liquor License Application for Tanaka

**RECOMMENDATION:**

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

**EXECUTIVE SUMMARY:**

Tanaka has submitted a liquor license application under the category of limited on-premises. This would permit them to sell factory-sealed malt beverages, wine, and cider at retail to individuals in Oregon for consumption on the license premises. The business is located at 7237 SW Bridgeport Rd, Ste D-100. The application is in accordance with provisions of Ordinance No. 680-85 which establishes procedures for liquor license applicants. Applicants are required to fill out a City application form, from which a review by the Police Department is conducted, according to standards and criteria established in Section 6 of the ordinance. The Police Department has reviewed the new liquor license application and recommended approval. According to the provisions of Section 5 of Ordinance No. 680-85 a member of the Council or the public may request a public hearing on any of the liquor license requests. If such a public hearing request is made, a hearing will be scheduled and held on the license. It is important that any request for such a hearing include reasons for said hearing.

**FINANCIAL IMPLICATIONS:**

A fee has been paid by the applicant.

---

**ATTACHMENTS:**

- Application
- Vicinity Map





# CITY OF TUALATIN

## LIQUOR LICENSE APPLICATION

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

Date 6/21/2023

**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): Tanaka

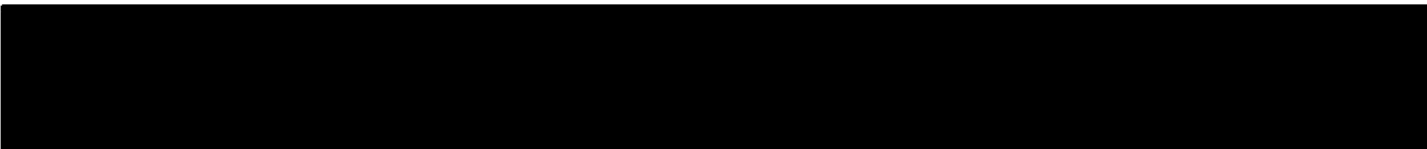
Business address 7237 SW Bridgeport Rd Ste. D-100 City Tigard State OR Zip Code 97224

Mailing address PO BOX 14550 City Portland State OR Zip Code 97293

Telephone # 503-914-3326 Fax # \_\_\_\_\_

Email taichi@afuri.us

Name(s) of business manager(s) First Taichi Middle \_\_\_\_\_ Last Ishizuki



Type of business Bakery / Cafe

Type of food served Japanese Breakfast and Lunch - Baked goods; Sandwiches; Coffee

Type of entertainment (dancing, live music, exotic dancers, etc.) n/a

Days and hours of operation 10a-8pm, 7 days a week

Food service hours: Breakfast 10am-8pm Lunch 10a-8p Dinner 10a-8p

Restaurant seating capacity 44 Outside or patio seating capacity 38

How late will you have outside seating? 8pm How late will you sell alcohol? 8pm



How many full-time employees do you have? 18.00 Part-time employees? 6.00

**SECTION 3: DESCRIPTION OF LIQUOR LICENSE**

Name of Individual, Partnership, Corporation, LLC, or Other applicants \_\_\_\_\_

TANAKA TIGARD LLC

Type of liquor license (refer to OLCC form) Beer and Wine Retail (Limited On-Premises Sales)

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: See Attached Date of birth: \_\_\_\_\_  
Residence address: \_\_\_\_\_

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

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

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

**SECTION 4: APPLICANT SIGNATURE**

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

DocuSigned by:  
[Redacted Signature]

6/15/2023

Signature of Applicant

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: \_\_\_\_\_

Sig [Redacted Signature]

7/12/23

Date

Greg Pickering  
Chief of Police  
Tualatin Police Department

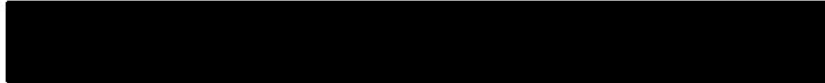
TANAKA TIGARD, LLC - Licensee Applicant  
Sole Member: TANAKA INTERNATIONAL INC.  
Manager: TAICHI ISHIZUKI

Parent Co: TANAKA INTERNATIONAL INC.  
President, Secretary: TAICHI ISHIZUKI  
Director: KEIJI NUKI  
Shareholder: KUSHIKATSU TANAKA HOLDINGS CO (80% of shares)  
(Publicly Traded Japanese Corp.)  
Shareholder: L3 LLC (20% of shares)  
(Sole Member: TAICHI ISHIZUKI)

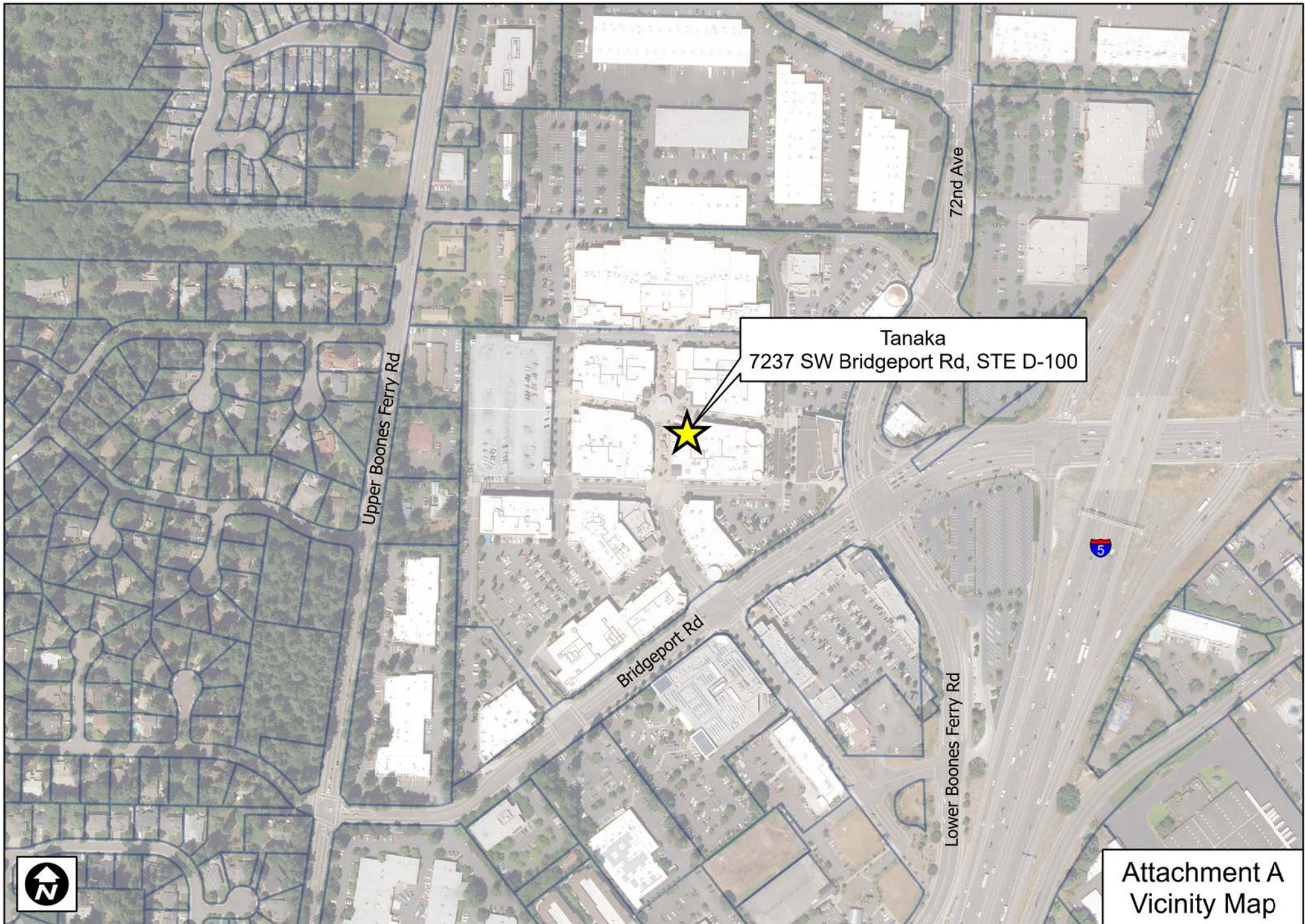
TAICHI ISHIZUKI



KEIJI NUKI







Tanaka  
7237 SW Bridgeport Rd, STE D-100

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:** Nicole Morris, Deputy City Recorder  
**DATE:** 8/14/2023

---

**SUBJECT:**

Consideration of Approval of a New Liquor License Application for Akira Sushi

**RECOMMENDATION:**

Staff respectfully recommends the Council approve endorsement of the liquor license application for Akira Sushi.

**EXECUTIVE SUMMARY:**

Akira Sushi has submitted a liquor license application under the category of limited on-premises. This would permit them to sell factory-sealed malt beverages, wine, and cider at retail to individuals in Oregon for consumption on the license premises. The business is located at 7809 SW Nyberg St. The application is in accordance with provisions of Ordinance No. 680-85 which establishes procedures for liquor license applicants. Applicants are required to fill out a City application form, from which a review by the Police Department is conducted, according to standards and criteria established in Section 6 of the ordinance. The Police Department has reviewed the new liquor license application and recommended approval. According to the provisions of Section 5 of Ordinance No. 680-85 a member of the Council or the public may request a public hearing on any of the liquor license requests. If such a public hearing request is made, a hearing will be scheduled and held on the license. It is important that any request for such a hearing include reasons for said hearing.

**FINANCIAL IMPLICATIONS:**

A fee has been paid by the applicant.

---

**ATTACHMENTS:**

- Application
- Vicinity Map



# CITY OF TUALATIN

## LIQUOR LICENSE APPLICATION

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

Date June 27th, 2023

**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): AKIRA SUSHI

Business address 7809 SW NYBURG ST City TUALATIN State OR Zip Code 97062

Mailing address 15804 ALLISON PL City LAKE OSWEGO State OR Zip Code 97035

Telephone # 503-804-7707 Fax # \_\_\_\_\_

Email lukeyu0314@gmail.com

Name(s) of business manager(s) First CHANGMING Middle \_\_\_\_\_ Last YU



(attach additional pages if necessary)

Type of business SUSHI RESTAURANT

Type of food served SUSHI

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

Days and hours of operation Sun-Thur: 10:30am to 9pm; Fri-Sat: 10:30am to 9:30pm

Food service hours: Breakfast \_\_\_\_\_ Lunch \_\_\_\_\_ Dinner \_\_\_\_\_

Restaurant seating capacity 57 Outside or patio seating capacity N/A

How late will you have outside seating? \_\_\_\_\_ How late will you sell alcohol? Until business close

How many full-time employees do you have? 2 Part-time employees? 5

**SECTION 3: DESCRIPTION OF LIQUOR LICENSE**

Name of Individual, Partnership, Corporation, LLC, or Other applicants AKIRA POWELL INC

Type of liquor license (refer to OLCC form) Limited On-Premises

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 AKIRA POWELL INC  
Business address 7809 SW NYBURG ST, TUALATIN, OR 97062

(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 CHANGMING YU \_\_\_\_\_  
\_\_\_\_\_

(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: \_\_\_\_\_ Date of birth: \_\_\_\_\_  
Residence address: \_\_\_\_\_



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

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

**SECTION 4: APPLICANT SIGNATURE**

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

 \_\_\_\_\_ 06/27/2023  
Signature of Applicant \_\_\_\_\_ Date

**For City Use Only**

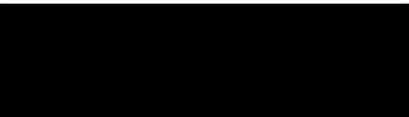
Sources Checked:

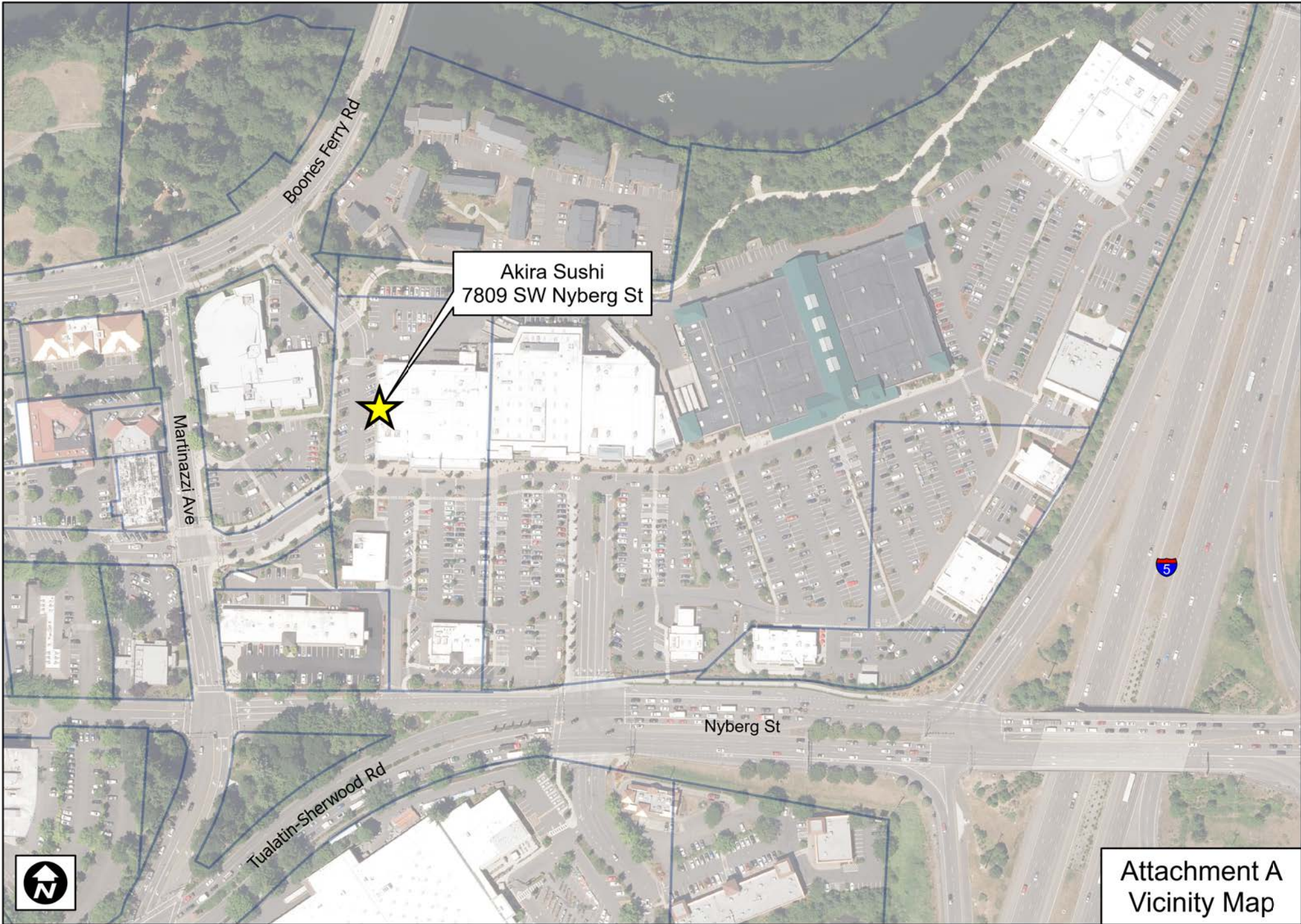
- DMV by AB
- LEDS by B
- TuPD Records by B
- Public Records by B

- Number of alcohol-related incidents during past year for location.
- Number of Tualatin arrest/suspect contacts for \_\_\_\_\_

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

- Granted**
- Denied**  
Cause of unfavorable recommendation: \_\_\_\_\_

 \_\_\_\_\_ 7/12/23  
Signature \_\_\_\_\_ Date  
Greg Pickering  
Chief of Police  
Tualatin Police Department



Akira Sushi  
7809 SW Nyberg St



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:** Nicole Morris, Deputy City Recorder  
**DATE:** 8/14/2023

---

**SUBJECT:**

Consideration of Approval of a New Liquor License Application for Izumi Japanese Steakhouse

**RECOMMENDATION:**

Staff respectfully recommends the Council approve endorsement of the liquor license application for Izumi Japanese Steakhouse.

**EXECUTIVE SUMMARY:**

Izumi Japanese Steakhouse has submitted a new application under the liquor license category of full on-premises. This would permit them to sell and serve distilled spirits, malt beverages, wine, and cider for consumption at their location. The business is located at 8125 SW Nyberg St. 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 t City of Tualatin Attn: Finance 18880 SW Martinazzi Ave Tualatin, OR 97062

Date June 28, 2023

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): Acosta Castro-Farfan Restaurant LLC (dba Izumi Japanese Steakhouse) Business address 8125 SW Nyberg St. City Tualatin State OR Zip Code 97062 Mailing address 8125 SW Nyberg St. City Tualatin State OR Zip Code 97062 Telephone # 503.889.5816 Fax # Email starcoaster@gmail.com

Name(s) of business manager(s) First Felipe Middle Acosta Last Castro



Type of business Restaurant Type of food served Japanese Type of entertainment (dancing, live music, exotic dancers, etc.) None Days and hours of operation 4 p.m. - 10 p.m. Food service hours: Breakfast Lunch Dinner 4 p.m. - 10 p.m. Restaurant seating capacity 120 Outside or patio seating capacity 0 How late will you have outside seating? n/a How late will you sell alcohol? 10 p.m.

How many full-time employees do you have? 5 Part-time employees? \_\_\_\_\_

**SECTION 3: DESCRIPTION OF LIQUOR LICENSE**

Name of Individual, Partnership, Corporation, LLC, or Other applicants \_\_\_\_\_

Acosta - Castro - Farfan Restaurant LLC  
Type of liquor license (refer to OLCC form) Original

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: Felipe Acosta Castro \_\_\_\_\_  
\_\_\_\_\_

Full name: Juvenal Farfan Esquivel Date of birth: 5/14/64  
Residence address: \_\_\_\_\_

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

**SECTION 4: APPLICANT SIGNATURE**

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

\_\_\_\_\_  
[Redacted Signature]

06-30-2023  
Date

Signature of Applicant

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 Signature]

7/12/23  
Date

Signature  
Greg Pickering  
Chief of Police  
Tualatin Police Department





Izumi Japanese Steakhouse  
8215 SW Nyberg St



City of Tualatin

## CITY OF TUALATIN Staff Report

**TO:** Honorable Mayor and Members of the City Council  
**THROUGH:** Sherilyn Lombos, City Manager  
**FROM:** Cody Field, Management Analyst II  
**DATE:** August 14, 2023

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### **SUBJECT:**

Consideration of Resolution 5715-23 authorizing the City Manager to execute an Intergovernmental Agreement with Washington County outlining the County's and City's obligations as they pertain to the County's planned Ride Connection shuttle stop improvements.

### **RECOMMENDATION:**

Staff recommends Council authorizes the City Manager to sign the IGA attached as Exhibit 1 to Resolution 5715-23.

### **EXECUTIVE SUMMARY:**

The attached resolution authorizes the City Manager to execute an IGA with Washington County which outlines the City's obligations and the County's obligations as they pertain to the County's planned improvements to Ride Connection community connector shuttle stops in the City.

The County was awarded a Statewide Transportation Improvement Fund (STIF) grant in 2020, in partnership with Ride Connection, to make improvements to the community connector shuttle stops in Washington County. The County will design and construct the improvements, within the City right-of-way, and will be responsible for the costs associated with the design and construction.

Upon completion of the project, the County will transfer ownership of the capital assets associated with the project to the City. The City will ensure that the capital assets are used for the provision of public transportation services for the useful life of the capital assets (10 years). The City will also ensure that those assets are maintained in a state of good repair. Each year, the City is responsible for providing a written report to the County documenting the condition of the project's capital assets.

### **FINANCIAL IMPLICATIONS:**

Construction of additional stops will add no immediate financial implications to the City. In the future, when bus stop assets owned by the City, such as concrete landing pads, are in need of repair or replacement, costs may be incurred.

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### **ATTACHMENTS:**

- Resolution 5716-23
- Washington County City Stops-STIF Funds IGA



RESOLUTION NO. 5715-23

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH WASHINGTON COUNTY FOR THE COUNTY'S AND THE CITY'S OBLIGATIONS AS THEY PERTAIN TO THE COUNTY'S PLANNED RIDE CONNECTION SHUTTLE STOP IMPROVEMENTS.

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

WHEREAS, Washington County is a political subdivision of the State of Oregon;

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

WHEREAS, Washington County was awarded a Statewide Transportation Improvement Fund (STIF) grant in 2020, in partnership with Ride Connection to make improvements to the community connector shuttle stops in Washington County; and

WHEREAS, Washington County will design and construct the improvements, within City of Tualatin right-of-way and will be responsible for the costs associated with the design and construction of the stop improvements; and

WHEREAS, upon completion of the project, Washington County will transfer ownership of the capital assets associated with the project to the City; and

WHEREAS, the City of Tualatin will ensure that the capital assets are used for the provision of public transportation services for the useful life of the capital assets (10 years), will ensure that the capital assets are maintained in a state of good repair; and

WHEREAS, The City of Tualatin will be responsible for providing a written report to Washington County documenting the condition of the project's capital assets each year;

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

**Section 1.** The City Manager is authorized to execute an Intergovernmental Agreement with Washington County outlining the County's and City's obligations as they pertain to the County's planned Ride Connection shuttle stop improvements.

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

**Section 3.** This resolution is effective upon adoption.

Adopted by the City Council this 14<sup>th</sup> day of August, 2023.

CITY OF TUALATIN, OREGON

ATTEST:

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

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

**INTERGOVERNMENTAL AGREEMENT (IGA)**  
**Between**  
**WASHINGTON COUNTY and CITY OF TUALATIN**

This Agreement (IGA) is hereby made and entered into by and between Washington County, a political subdivision of the State of Oregon, hereinafter referred to as the COUNTY, acting by and through its elected officials, and the City of Tualatin, a municipal corporation, acting by and through its City Council, hereinafter referred to as "CITY."

**RECITALS**

1. Oregon Revised Statutes (ORS) Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.
2. ORS 184.751 establishes the Statewide Transportation Improvement Fund ("STIF Discretionary Fund"), which appropriates funds to the Oregon Department of Transportation to finance investments and improvements in public transportation services.
3. The STIF Discretionary Fund is intended to improve public transportation services for current and potential future Oregon transit users by distributing moneys to transit providers. STIF Discretionary Funds are not intended to supplant local funding sources currently directed to public transportation service providers.
4. COUNTY is authorized to receive STIF Discretionary Funds and provide public transportation services in and around Washington County, Oregon.
5. Ride Connection, a private non-profit organization whose mission is to provide accessible, responsive, transportation alternatives, contracts with Washington County to provide community connector service within the TriMet service boundary, as well as service in the rural area outside the TriMet service boundary.
6. GroveLink, a community connector service in Forest Grove and Cornelius, is operated by Ride Connection.
7. Tualatin Shuttle, a community connector service in Tualatin, is operated by Ride Connection.
8. North Hillsboro Link, a community connector service in Hillsboro, is operated by Ride Connection.

9. westLink, a community connector service in rural Washington County, connecting Forest Grove, Banks, North Plains and Hillsboro is operated by Ride Connection.
10. The COUNTY, in 2020, was awarded a STIF Discretionary Grant in partnership with Ride Connection to make improvements to community connector shuttle stops in Washington County.
11. The COUNTY seeks to install community connector shuttle stop improvements, as described in Attachment A (hereinafter referred to as the Project), within the CITY.
12. COUNTY and CITY desire to cooperate and enter into this Agreement to allocate responsibilities for funding, construction, operation and maintenance of Project as described below.

## **AGREEMENT**

NOW, THEREFORE, the premises being in general as stated in the foregoing recitals and in consideration of the terms, conditions and covenants set forth below, the parties hereto agree as follows:

### **1. COUNTY OBLIGATIONS**

- 1.1. COUNTY shall perform, or cause to be performed, all actions necessary to design and construct the Project described in Attachment A. COUNTY shall be responsible for performance/workmanship defects to the Project that appear in the Project within a period of one year from the date of Project completion and that are not due to CITY's maintenance of the Project.
- 1.2. COUNTY shall design and construct the Project entirely within CITY right-of-way and agrees to follow all CITY rules and regulations related to performing work in the CITY right-of-way.
- 1.3. COUNTY shall be responsible for all costs associated with the design, construction, and construction inspection of the Project.
- 1.4. COUNTY shall, upon completion of the Project, as approved by the CITY upon inspection, transfer ownership of the capital assets associated with the Project to the CITY in accordance with OAR 732-044-0050. Capital assets shall include, among other things, that portion of the concrete landing pad constructed as part of the Project between the existing curb and continuous sidewalk as described and depicted in Attachment A.

- 1.5. The signs installed as part of the Project shall not be considered capital assets nor transferred to the CITY but shall remain the property of the County. The County shall be responsible for maintenance, repair, and replacement of the signs, including all related sign infrastructure, as required or as determined necessary by the County.
- 1.6. COUNTY shall comply with all statutory requirements and the requirements of the STIF Discretionary grant agreement as outlined in the IGA entered into by and between COUNTY and Oregon Department of Transportation (#35089) (the "ODOT IGA"), attached hereto and by this referenced is fully incorporated herein as Attachment B.

## **2. CITY OBLIGATIONS**

- 2.1. CITY shall allow COUNTY and COUNTY's agents and contractors to enter and occupy the CITY right-of-way for the purpose of taking all actions necessary to complete the design and construction of the Project.
- 2.2. CITY shall upon completion of the Project, and after inspection and approval by the City, except for as provided in Section 1.5, assume ownership of the capital assets associated with the Project.
- 2.3. CITY shall adhere to the stipulated conditions included in the STIF Discretionary grant agreement as outlined in the ODOT IGA, in Attachment B.
- 2.4. CITY shall ensure the capital assets transferred to the CITY and associated with the Project are used for the provision of public transportation services for the useful life of the capital assets, which shall be 10-years.
- 2.5. Except as provided in Section 1.1, CITY shall ensure the capital assets transferred to the CITY and associated with the Project are maintained in a state of good repair, free of defects, and graffiti, such that the Project is in usable and safe operating condition.
- 2.6. CITY shall provide a written report annually to COUNTY by June 30 documenting the condition of the Project's capital assets transferred to the CITY during the term of this agreement, as provided in Attachment C.



- 2.7. CITY shall perform, or cause to be performed, all actions necessary to repair or replace the Project's capital assets transferred to the CITY and associated with the Project as needed in accordance with Section 2.5 above.

### **3. TERM OF AGREEMENT**

The term of this agreement shall begin upon the date of execution by all parties and will be for a minimum of 10-years after City acceptance of the completed Project, unless earlier terminated as provided herein.

### **4. GENERAL TERMS AND CONDITIONS**

#### **4.1. LAWS OF OREGON**

The parties shall comply with all applicable laws and regulations regarding the handling and expenditure of public funds. This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon. All relevant provisions required by ORS Chapter 279A and 279C to be included in public contracts are incorporated and made a part of this Agreement as if fully set forth herein.

#### **4.2. DEFAULT**

Time is of the essence in the performance of the Agreement. Either party shall be deemed to be in default if it fails to comply with any provisions of this Agreement. The non-defaulting party shall provide the other party with written notice of default and allow thirty (30) days within which to cure the defect.

#### **4.3. INDEMNIFICATION**

This Agreement is for the benefit of the parties only. Each party agrees to indemnify and hold harmless the other party, and its officers, employees, and agents, from and against all claims, demands and causes of actions and suits of any kind or nature for personal injury, death or damage to property on account of or arising out of services performed, the omissions of services or in any way resulting from the negligent or wrongful acts or omissions under this Agreement of the indemnifying party and its officers, employees and agents . To the extent applicable, the above indemnification is subject to and shall not exceed the limits of liability of the Oregon Tort Claims Act (ORS 30.260 through 30.300). In addition,

each party shall be solely responsible for any contract claims, delay damages or similar items arising from or caused by the action or inaction of the party under this agreement.

#### 4.4. MODIFICATION OF AGREEMENT

No waiver, consent, modification, or change of terms of this Agreement shall be binding unless in writing and signed by both parties.

#### 4.5. DISPUTE RESOLUTION

The parties shall attempt to informally resolve any dispute concerning any party's performance or decisions under this Agreement, or regarding the terms, conditions or meaning of this Agreement. A neutral third party may be used if the parties agree to facilitate these negotiations. In the event of an impasse in the resolution of any dispute, the issue shall be submitted to the governing bodies of both parties for a recommendation or resolution.

#### 4.6. REMEDIES

Subject to the provisions in Section 4.5, any party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation of this Agreement. All legal actions shall be initiated in Washington County Circuit Court. The parties, by signature of their authorized representatives below, consent to the personal jurisdiction of that court.

#### 4.7. EXCUSED PERFORMANCE

In addition to the specific provisions of this Agreement, performance by any party shall not be in default where delay or default is due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of GOD, governmental restrictions imposed on or mandated by governmental entities other than the parties, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation or similar bases for excused performance that are not within the reasonable control to the party to be excused. The Party seeking non-performance under this section shall provide notice to the other party as soon as practicable.

#### 4.8. SEVERABILITY

If any one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of the Agreement will not be affected or impaired in any way.

4.9. INTEGRATION

This Agreement is the entire agreement of the parties on its subject and supersedes any prior discussions or agreements regarding the same subject.

4.10. ADDITIONAL TERMS AND CONDITIONS

COUNTY’s use of STIF Discretionary Funds is subject to the ODOT IGA, a copy of which has been made available to the Parties prior to execution of this Agreement and is attached as Attachment B. In the event that the ODOT IGA is amended in a manner that materially changes a Party’s obligations under this Agreement, the Parties agree to negotiate, in good faith, to amend this Agreement to address such changes. If the Parties are unable to agree to amendment to this Agreement, then any Party may terminate pursuant to the provisions set forth in Section 4.4 of this Agreement.

4.11. COMMUNICATIONS

All communications between the parties regarding this Agreement shall be directed to the parties' respective Project Managers as indicated below. Communications required under this Agreement or otherwise substantively impacting the Project or this Agreement shall be made in writing.

Washington County: Dyami Valentine Washington County 155 N. First Avenue MS13 Hillsboro, OR 97124 503-846-3821 Dyami_valentine@washingtoncountyor.gov	City of Tualatin: Mike McCarthy, P.E. City of Tualatin 10699 SW Herman Road Tualatin, OR 97062 503-691-3674 mmcarthy@tualatin.gov
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------

[SIGNATURES ON FOLLOWING PAGE]

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF TUALATIN, OREGON**

**WASHINGTON COUNTY, OREGON**

\_\_\_\_\_  
Sherilyn Lombos, City Manager

\_\_\_\_\_  
Rachael Fuller, Interim Assistant County  
Administrator

ATTEST:

\_\_\_\_\_  
RECORDING SECRETARY

**ATTACHMENT A**

**MAP OF PROPOSED STOP ENHANCEMENT PROJECTS WITHIN CITY OF TUALATIN  
AS OF JULY 2023**



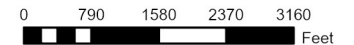
# Washington County Transit Development Plan

## Tualatin Community Connector Stop Enhancements

-  Signage and Landing Pad Improvements (New Stop)
-  Signage Improvements (New Stop)
-  Signage Improvements (New Service at Existing TriMet Stop)
-  Signage Improvements (New Service at Existing SMART Stop)
-  Signage Improvements (New Stop)
-  Signage Improvements (New Stop)
-  Signage Improvements (New Stop)
-  Existing Community Connector Shuttles
-  City Boundary
-  County Boundary



1:27,000



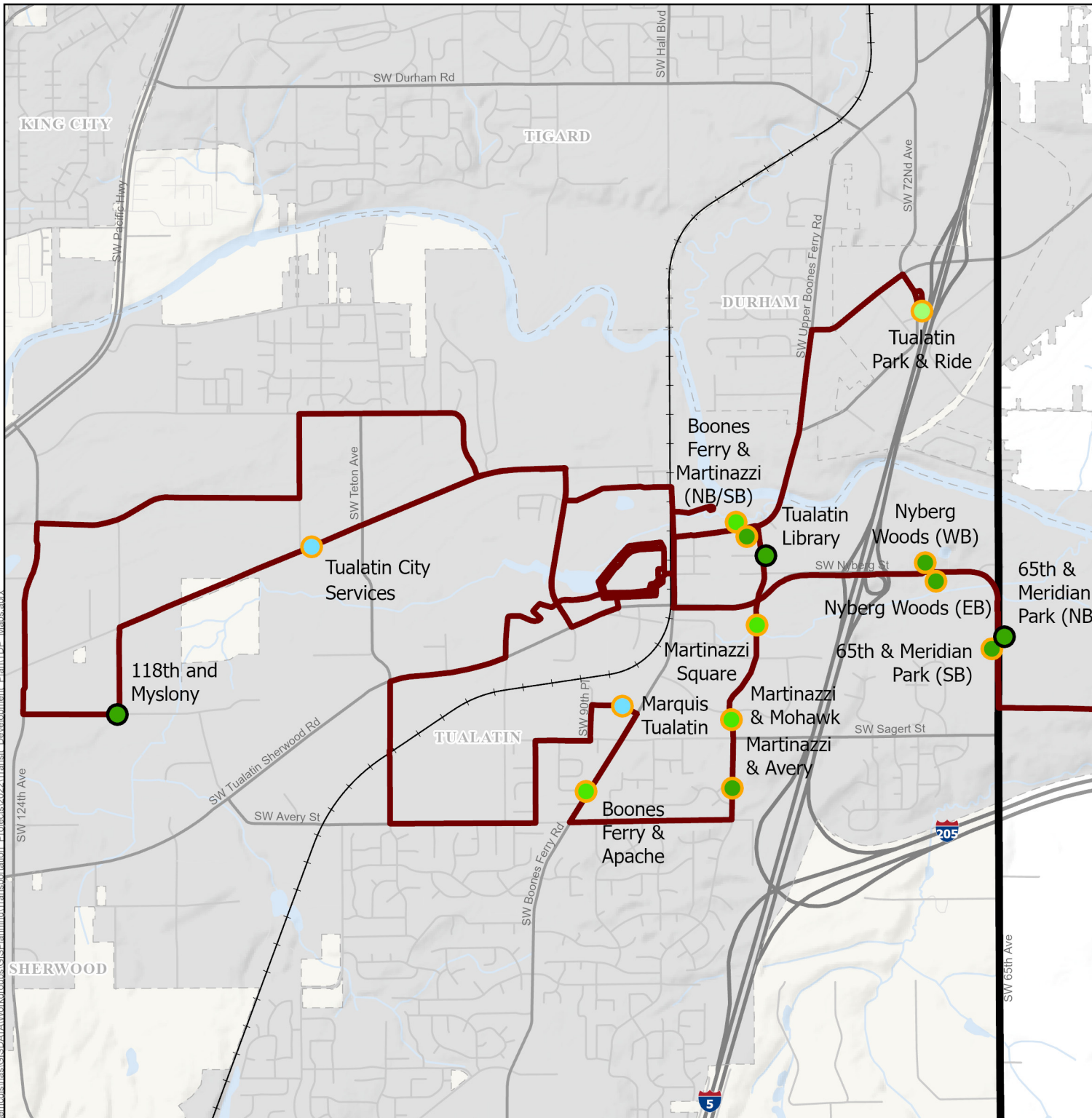
Data Sources: Washington County, Metro, ODOT, TriMet

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information. Care was taken in the mapping but there are no warranties for this product. However, notification of any errors will be appreciated.



Department of Land Use & Transportation  
Planning and Development Services Division

Printed: 3/11/2023



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**ATTACHMENT B**

**EXECUTED AGREEMENT #35089 BETWEEN WASHINGTON COUNTY AND OREGON  
DEPARTMENT OF TRANSPORTATION**

**AMENDMENT NUMBER 1**  
**ODOT GRANT AGREEMENT NO. 35089**  
**Washington County**

The **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as **State**, and **Washington County**, hereinafter referred to as **Recipient**, entered into an Agreement on **July 29, 2021**. Said Agreement is to secure financial assistance to complete the activities described in Exhibit A.

It has now been determined by **State** and **Recipient** that the Agreement referenced above, although remaining in full force and effect, shall be amended to revise Exhibit A and extend the Agreement period for the Facility and Signs and Shelters Projects (P-21-3504-01 and P-21-3504-02) only.

**Exhibit A shall be deleted in its entirety and replaced with the attached Revised Exhibit A. All references to "Exhibit A" shall hereinafter be referred to as "Revised Exhibit A."**

**Page 1, Agreement, Paragraph 1, which reads:**

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2021** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2023** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.

**Shall be deleted in its entirety and replaced with the following:**

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2021** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2024** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.

Agreement No. 35089

This Amendment may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

**SIGNATURE PAGE TO FOLLOW**

Agreement No. 35089

**Washington County**, by and through its

DocuSigned by:  
By Rachael Fuller  
(Legally designated representative)  
Assistant County Administrator

Name Rachael Fuller  
(printed)

Date 5/4/2023 | 13:44 PDT

By \_\_\_\_\_

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

(If required in local process)

By \_\_\_\_\_  
Recipient's Legal Counsel

Date \_\_\_\_\_

**Recipient Contact:**

Dyami Valentine  
155 N. First Avenue  
Hillsboro, OR 97124  
1 (503) 8463821  
dyami\_valentine@co.washington.or.us

**State Contact:**

Valerie Egon  
555 13th Street NE  
Salem, OR 97301-4179  
1 (971) 301-0909  
Valerie.Egon@odot.state.or.us

**Signed Agreement Return Address: ODOTPTDReporting@odot.state.or.us**

**State of Oregon**, by and through its  
Department of Transportation

By KC  
Karyn CRISWELL (May 17, 2023 14:53 PDT)  
Karyn Criswell  
Public Transportation Division Administrator

Date 05/17/2023

**APPROVAL RECOMMENDED**

By Valerie Egon

Date 04/06/2023

**APPROVED AS TO LEGAL SUFFICIENCY**

(For funding over \$150,000)

By \_\_\_\_\_  
Assistant Attorney General

Name Sam Zeigler by email  
(printed)

Date 07/06/2021



**Revised Exhibit A**  
**Project Description and Budget**

**Project Description/Statement of Work**

<b>Project Title: STIF Disc Washington County 35089</b> <i>Shuttle stop enhancement project.</i>				
<b>P-21-3504-01 Item #1: Passenger Shelters</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$214,000.00	\$171,200.00	\$42,800.00	Local
<b>P-21-3504-02 Item #1: Route Signing</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$89,100.00	\$71,280.00	\$17,820.00	Local
<b>P-21-3504-03 Item #1: Project Admin.</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$12,000.00	\$9,600.00	\$2,400.00	Local
<b>Sub Total</b>	<b>\$315,100.00</b>	<b>\$252,080.00</b>	<b>\$63,020.00</b>	
<b>Grand Total</b>	<b>\$315,100.00</b>	<b>\$252,080.00</b>	<b>\$63,020.00</b>	

**1. BACKGROUND**

*In the 2017 legislative session, the Oregon Legislature passed House Bill 2017, the Statewide Transportation Improvement Fund (STIF). The bill designated nine percent of the total funds appropriated to be awarded to eligible Public Transportation Service Providers (PTSPs) based on a competitive grant process. This nine percent is divided into a five-percent share for STIF Discretionary projects and a four-percent share for STIF Intercommunity Discretionary projects.*

*The STIF Discretionary fund is a flexible fund source that aims to expand or improve public transportation services by supporting projects that create new service routes, adopt enhanced forms of technology and data collection, maintain transit fleets in a state of good repair, and advance the equity and sustainability of transportation in the state.*

*The STIF Intercommunity Discretionary fund is housed with FTA Section 5311(f) funds under the "Statewide Transit Network Program." The purpose of the Statewide Transit Network Program is to support projects that enhance Oregon's statewide fixed route transit network by investing in key transit hubs, closing gaps between two or more communities, improving access to and from transit for pedestrians and bicyclists, improving collaboration and coordination between agencies that results in functional benefits, or other activities that improve the function of the overall transit network and serve the interests of more than one transit agency.*

*This Agreement describes the duties and responsibilities of State and Recipient in the management and proper use of STIF funds or 5311(f) funds and the associated reporting requirements.*

**2. PROJECT DESCRIPTION**

*This Agreement funds a partnership between Washington County, Oregon and Ride Connection, Inc. to implement stop improvements at up to 22 priority rural and urban locations in Washington County served by the WestLink, GroveLink, North Hillsboro, and Tualatin community connector shuttles.*

**Signs, Shelters, and Amenities**

*This task provides funding to upgrade, purchase, install, design, and/or construct up to five shelters with benches and signage and 17 bus stop signs and poles. This task includes the purchase of up to 500 square feet of additional right-of-way, 500 square feet of concrete landing pad and base work, ADA treatments, Architecture and Engineering, Surveying and Permitting, mobilization, traffic control, erosion control and construction contingency. The resulting projects*

*and infrastructure shall comply with ADA accessibility requirements to support the public transportation needs of the general public and seniors and individuals with disabilities.*

*The purpose of the project is to provide and improve shelter from weather, procure and install passenger amenities such as benches for the comfort and convenience of riders, and procure and install signage for transit route information.*

*Eligible expenses are: associated services, permits, permissions, and equipment, infrastructure needed to put the passenger shelter(s), route sign(s), benches, trash receptacles, reader boards, electronic routing equipment, and infrastructure into service; costs incurred from the procurement process; delivery charges; and post-delivery inspections. Architecture, design, engineering, planning, and preparation services and permits, clearly needed to proceed with the project.*

*A National Environmental Policy Act environmental assessment may be required for this project, depending on fund source and complexity.*

*If this project is matched with federal resources, a Documented Categorical Exclusion worksheet or Categorical Exclusion worksheet must be submitted to State, and must be approved by the Federal Transit Administration for all federally-funded projects, prior to any ground disturbance. This award is contingent on approval of the worksheet. Any project expenses incurred will not be reimbursed if the project's required worksheet is not approved.*

*If this project is matched by nonfederal sources, a Documented Categorical Exclusion worksheet or Categorical Exclusion worksheet may be submitted to State to establish a historical benchmark. State-funded shelters, signs, or amenities projects must comply with state and local procurement and construction rules.*

*STIF discretionary reimbursements under this task shall not exceed \$242,480.*

#### *Administration*

*This Agreement provides funding for Recipient's administrative expenses not directly related to providing transit services, but which support the effective, efficient, and safe delivery of those services.*

*STIF discretionary reimbursements under this task shall not exceed \$9,600.*

### **3. PROJECT DELIVERABLES, TASKS and SCHEDULE**

*Recipient, in the performance of this Project, shall document steps taken to improve accessibility of public transportation for vulnerable populations and/or historically marginalized communities. Vulnerable populations include low-income individuals or households, veterans, Tribal communities or groups, individuals of age 65 and older, individuals with disabilities, and individuals with limited English proficiency. Information on this topic shall be provided to State through reporting.*

*STIF Discretionary-supported service providers are encouraged to serve key transit hubs and stops operated or used by for-profit/national transit providers where practical.*

#### *Signs, Shelters, and Amenities*

*Recipient will submit a description and list for sign and/or shelter locations. Recipient will submit certification attesting to fulfillment of any applicable permitting, inspections, or other requirements prior to final payment. An on-site inspection or photo documentation of installations is required prior to final payment.*

*By accepting federal or state funds, Recipient certifies that the project will meet all Americans with Disabilities Act requirements as set forth in 49 CFR parts 27, 37, and 38.*

*All purchases, installations, and construction must be completed prior to the expiration date of this Agreement. If an extension for time is required, a request must be received by State at least 45 days prior to the expiration date.*

*Expected project start date: September 1, 2021.  
Expected project completion date: June 30, 2024.*

*Administration*

*Recipient shall perform administrative activities to support service sustainability as follows: ongoing financial resource budgeting and allocation, service coordination, capital asset replacement planning, contract management, reporting, marketing and outreach, and planning.*

**4. PROJECT ACCOUNTING and MATCHING FUNDING**

*Recipient retains authority over costs and allocations of STIF funds within the guidelines established by Oregon Revised Statutes (ORS) 184.751 through 184.758 and Oregon Administrative Rules (OAR) Chapter 732.*

*Signs, Shelters, and Amenities*

*The service provider may use capital items funded under USDOT- or State-source agreements when performing services rendered through a contract or sub-agreement funded by this Agreement. Depreciation of capital items funded under USDOT- or State-source grants is not an eligible expense.*

*Eligible matching fund sources for this Agreement include Statewide Transportation Improvement Formula Fund, Special Transportation Formula Fund, local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget.*

*Recipient may not use passenger fares as match. Administration and facility contributions are documented by percentage of contribution directly attributed to the project.*

*Recipient will subtract income from fares, tickets, and passes whether pre-paid or post-paid, from the gross operating expenses of the service. The required local match share will be subtracted from the project expenses to determine the Agreement share of the project expense. Generally accepted accounting principles and Recipient's accounting system determine those costs that are to be accounted for as gross operating expenses.*

*Receipt of federal funds for construction projects requires that labor must be paid at the prevailing wage as prescribed by the Davis-Bacon Act.*

*Administration*

*Generally accepted accounting principles and Recipient's accounting system determine those costs that are to be accounted as administrative expenses. Eligible project administrative expense may include, but are not limited to: administrative staff salaries; overhead expenses; marketing expenses; insurance premiums and payments to a self-insurance reserve; office supplies; office equipment; telecommunications; facilities and equipment rental.*

**5. REPORTING AND INVOICING REQUIREMENTS**

*Recipient shall confirm the eligibility of any Sub-Recipient prior to distributing STIF moneys and entering into an agreement with the Sub-Recipient. Recipient shall ensure that Sub-Recipients maintain eligibility throughout the project period. Recipient shall provide State with copies of agreement(s) made with Sub-Recipients within 30 days of execution of those agreements.*

*Per OAR 732-044-0040(1)(a), Recipient shall report on Project progress, outcomes achieved, and expenditures of discretionary STIF funds by itself and its Sub-Recipients. Failure to use STIF funds towards achievement of identified project deliverables may result in the cessation of funding to Recipient for the remainder of the Agreement period.*

*Project Progress Reporting*

*Recipient shall report Project progress quarterly through the Oregon Public Transit Information*

Washington State  
Agreement No. 35089

*System (OPTIS) Agency Periodic Report (APR) and shall include a brief status update for each deliverable. Project reporting should align with project deliverables identified in this Agreement. State will use reporting information to assess Recipient's progress by comparing task-based expenditures to progress on deliverables.*

*Outcomes Achieved Reporting*

*Recipient shall report outcomes achieved through project performance. Continued funding under this Agreement is contingent upon reporting of outcomes achieved.*

*On a quarterly basis, in addition to continuing required elements in the APR, Recipient shall complete a short narrative describing outcomes achieved in performance of the Project. For the final quarter of the biennium, Recipient shall report on quarterly outcomes achieved as well as summarize outcomes achieved over the duration of the Agreement. Recipient shall provide additional information on outcomes achieved when and where directed to do so by State in reporting guidance.*

*Outcomes achieved are defined in State's program guidance and that guidance provides State's expectations surrounding all reporting requirements. For detailed instructions on quarterly, annual, and biennial reporting, refer to State's STIF Discretionary/STN Reporting Guidance document.*

*Expenditures of STIF Discretionary funds will be tracked in OPTIS. Recipient must submit reimbursement requests in OPTIS to receive reimbursement for Project expenditures.*

*Signs, Shelters, and Amenities*

*Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Copies of invoices must be submitted for all vendor charges. In-house charges must be documented showing time specifically associated with the project. In addition, Recipient must provide a cover letter or summary of the work performed pursuant to this Agreement in each Agency Periodic Report. Before and after photographs of the project are encouraged to memorialize the achievement of deliverables and may be submitted with the final report.*

*Recipient will report as prescribed by State on assets purchased or constructed under this Agreement as long as they remain in use for public transportation service.*

*Expenses incurred will not be reimbursed if the project's scope is changed or altered without the necessary pre-approval and amendment by State.*

*Administration*

*Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Copies of invoices must be submitted for all vendor charges. In-house charges must be documented showing time specifically associated with the project. In addition, Recipient must provide a summary of the work performed pursuant to this agreement in its agency periodic report.*

*Capital Assets*

*Recipient shall ensure Satisfactory Continuing Control of capital assets, including real property, purchased in whole or part under this Agreement while the capital assets are being used for public transportation purposes. Satisfactory Continuing Control means the legal assurance that a capital asset will remain available to be used for its originally-authorized purpose throughout its useful life or until disposition.*

*An inventory of capital assets purchased in whole or in part with STIF funds will be created by State in the OPTIS asset register. The inventory will include a description of the capital asset, the date of purchase, the date put into public transportation service, the purchase price, the amount of STIF funds contributed to the purchase, the source of other funds, the authorized use per this agreement, the Recipient or Sub-Recipient using the capital asset (Owner/Operator), and the condition of the asset. Recipient shall report quarterly on all capital assets through the OPTIS APR, providing information relevant to purchased capital assets, including but not limited*

*to, asset condition, and vehicle mileage.*

*Recipient shall request authorization from State for the sale, transfer, or other disposition of any Capital Asset purchased under this Agreement and shall report the amount of proceeds, if any, from the sale to State. Capital asset useful life standards shall be the same as those outlined by the Federal Transit Administration.*

*Recipient will provide reporting information as prescribed by State on the capital asset purchases under this Agreement as long as the capital asset remain in public transportation service.*

*Reimbursement requests for capital assets must include the following: a cover letter and copies of all invoices associated with expenses identified for reimbursement. Where a vehicle asset will be partially funded with federal funds, Recipient shall submit pre-award and post-delivery certification forms documenting compliance to Altoona bus testing, Federal Motor Vehicle Safety Standards, Buy America, and Disadvantaged Business enterprise requirements.*

#### *Reporting on Mitigation of Tax Impacts to Low-income Populations*

*Per OAR 732-040-0025(1), Qualified Entities receiving STIF funds shall submit a report on any actions taken by any PTSP located within the area of the Qualified Entity to mitigate the impact of the STIF tax on passengers who reside in low-income communities. This report must be submitted no later than 60 days after the end of each fiscal year in which the Qualified Entity receives STIF funds.*

*Recipient shall complete and submit a form detailing any mitigation actions taken by Recipient to the appropriate Qualified Entity no later than 30 days after the end of each Fiscal Year in which the PTSP receives STIF discretionary funds. This form will be provided to Recipient prior to the deadline for submission of the form and will include instructions for the proper completion and submittal of the form.*



For Administrative Use Only – Z99999

Supplier Name: ODOT

Actual Contract Number (CustomText4): 23-0577

Department (Location): LUT - Admin.

Contract Type: 6 Amendment

Contract Sub Type (Custom2Code):

Minute Order Date: 10/20/2020

Minute Order Number: 20-289

Master Contract Number (CustomText1): 21-1237

Bid/RFP # (BidRFP):

BPO Number (Custom1Code): Revenue Contract

SHIP TO (LocShipTo): LUT - Admin.

BILL TO (LocBillTo): LUT - Admin.

Project Number (CustomText2): 100687

Chargeable Program Number (ChargeProgram): 209-607010

Contract Admin (Administrator): Ray Nielsen

**Certificate Of Completion**

Envelope Id: B56E71D8B205423C989E763B40AB195B	Status: Delivered
Subject: Complete with DocuSign: 23-0577: ODOT	
Source Envelope:	
Document Pages: 9	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Connie Wilson
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	155 N. First Ave, Suite 270
	MS28
	Hillsboro, OR 97124-3087
	Connie_Wilson@co.washington.or.us
	IP Address: 204.147.152.14

**Record Tracking**

Status: Original	Holder: Connie Wilson	Location: DocuSign
5/4/2023 1:23:48 PM	Connie_Wilson@co.washington.or.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Washington County	Location: DocuSign

**Signer Events**

Rachael Fuller  
Rachael\_Fuller@washingtoncounty.or.gov  
Assistant County Administrator  
Security Level: Email, Account Authentication (None), Access Code

**Signature**

DocuSigned by:  
  
2900A429AAF1462...  
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**Timestamp**

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Viewed: 5/4/2023 1:44:13 PM  
Signed: 5/4/2023 1:44:42 PM

**Electronic Record and Signature Disclosure:**

Accepted: 5/4/2023 1:44:13 PM  
ID: 79f7c0ec-9b3b-463d-847f-3ea67465df07

Karyn Criswell  
Karyn.C.Criswell@odot.state.or.us  
Security Level: Email, Account Authentication (None), Access Code

Sent: 5/4/2023 1:44:43 PM  
Viewed: 5/17/2023 9:27:55 AM

**Electronic Record and Signature Disclosure:**

Accepted: 5/17/2023 9:27:55 AM  
ID: 53f0f7ed-63bd-4b5d-a8cd-47367785971c

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/4/2023 1:28:28 PM
Certified Delivered	Security Checked	5/17/2023 9:27:55 AM

**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Carahsoft OBO SHI OBO Washington County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Carahsoft OBO SHI OBO Washington County:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [tina\\_hartmeier@co.washington.or.us](mailto:tina_hartmeier@co.washington.or.us)

**To advise Carahsoft OBO SHI OBO Washington County of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [tina\\_hartmeier@co.washington.or.us](mailto:tina_hartmeier@co.washington.or.us) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from Carahsoft OBO SHI OBO Washington County**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [tina\\_hartmeier@co.washington.or.us](mailto:tina_hartmeier@co.washington.or.us) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Carahsoft OBO SHI OBO Washington County**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [tina\\_hartmeier@co.washington.or.us](mailto:tina_hartmeier@co.washington.or.us) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO SHI OBO Washington County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO SHI OBO Washington County during the course of your relationship with Carahsoft OBO SHI OBO Washington County.



**ATTACHMENT C**

**BUS STOP CAPITAL ASSET CONDITION ASSESSMENT FORM**





*City of Tualatin*

## CITY OF TUALATIN Staff Report

**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Sherilyn Lombos, City Manager  
**DATE:** August 14, 2023

---

**SUBJECT:**

Consideration of Resolution No. 5717-23 Approving an Amendment to an Intergovernmental Agreement with Washington County Concerning Community Development Block Grants

**EXECUTIVE SUMMARY:**

The City and Washington County entered into an intergovernmental agreement on June 26, 2014 whereby both parties agreed to join together to meet criteria to be considered an urban county to qualify for federal Housing and Urban Development (HUD) community development block grant (CDBG) program funds. The IGA automatically renewed unless revisions were required by HUD to meet urban requalification standards.

We have been notified by Washington County that HUD has made minor revisions to the urban requalification standards necessitating a need to update the IGA in order for the City to continue its partnership with the Washington County for CDBG funds.

**RECOMMENDATION:**

Staff recommends that the Council adopt the resolution approving the amendment to the IGA with Washington County concerning Community Development Block Grants.

**OUTCOMES OF DECISION:**

Adoption of the Resolution will result in a continued partnership with Washington County for CDBG funds.

---

**ATTACHMENTS:**

- Attachment A: Resolution No. 5717-23
- Attachment B: Intergovernmental Agreement with Washington County
- Attachment C: IGA Amendment #2

RESOLUTION NO. 5717-23

A RESOLUTION APPROVING AN AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT WITH WASHINGTON COUNTY CONCERNING COMMUNITY DEVELOPMENT BLOCK GRANTS

WHEREAS, the City and Washington County entered into an intergovernmental agreement on June 26, 2014 (IGA) whereby both parties agreed to join together to meet criteria to be considered an urban county to qualify for federal Housing and Urban Development (HUD) community development block grant (CDBG) program funds; and

WHEREAS, the IGA automatically renewed unless revisions were required by HUD to meet urban requalification standards; and

WHEREAS, HUD has made minor revisions to urban requalification standards necessitating a need to update the IGA; and

WHEREAS, the IGA will need to be amended in order for the City to continue its partnership with the Washington County for CDBG funds; and

WHEREAS, the City desires to amend the IGA to ensure consistency with HUD requirements and to continue its partnership with Washington County.

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

Section 1. The City Council authorizes the City Manager to enter into an amendment to the IGA in substantially the same form as the attached Exhibit A.

Section 2. This resolution is effective upon adoption.

ADOPTED by the City Council this 14<sup>th</sup> day of August, 2023.

CITY OF TUALATIN, OREGON

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

ATTEST:

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

**INTERGOVERNMENTAL AGREEMENT  
WASHINGTON COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT  
PROGRAM YEARS – 2015 - 2017**

This Agreement is entered into between Washington County (“COUNTY”), a political subdivision of the State of Oregon, and the City of Tualatin (“CITY”), a municipal corporation of the State of Oregon located within Washington County, for the cooperation of units of local government under the authority of ORS 190.010.

**I. RECITALS**

WHEREAS, the Congress of the United States has enacted the Housing and Community Development Act of 1974 (“THE ACT”), the Housing and Urban/Rural Recovery Act of 1983, the Housing and Community Development Act of 1987, the National Affordable Housing Act of 1990; and

WHEREAS, Congress has declared that the nation’s cities, towns and small urban communities face critical social, economic and environmental problems; and

WHEREAS, Congress has further found and declared that the future welfare of the Nation and the well being of its citizens depend on the establishment and maintenance of viable urban communities as social, economic and political entities; and

WHEREAS, the primary objective of the Act(s) is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities principally for persons of low and moderate income; and

WHEREAS, the parties to the agreement are dedicated to the elimination of slums, blight and the prevention of blighting influences and the deterioration of property; the improvement of neighborhood and community facilities of importance to the welfare of the community, principally for persons of low and moderate income; and

WHEREAS, the parties are dedicated to the elimination of conditions which are detrimental to health, safety and public welfare, through code enforcement, demolition, interim rehabilitation assistance and related activities; and

WHEREAS, the parties are dedicated to the conservation and expansion of existing public housing stock in order to provide a decent home and a suitable living environment for all persons but principally those of low and moderate income; and

WHEREAS, the parties are dedicated to the expansion and improvement of quantity and quality of community services, principally for persons of low and moderate income, which are essential for sound community development and for the development of viable urban communities; and

WHEREAS, the parties are dedicated to a more rational utilization of land and other natural resources and the better arrangement of residential, commercial, industrial, recreational, and other needed activity centers; and

WHEREAS, the parties are dedicated to the reduction of the isolation of income groups within communities and geographical areas and the promotion of an increase in the diversity and vitality of neighborhoods through the spatial deconcentration of housing opportunities for persons of lower income and the revitalization of deteriorated neighborhoods; and

WHEREAS, the parties are dedicated to the restoration and preservation of properties of special value for historic, architectural or aesthetic reasons; and

WHEREAS, the parties are dedicated to the alleviation of physical and economic distress through the stimulation of private investment and community revitalization in areas with population outmigration or a stagnating or declining tax base; and

WHEREAS, the parties are dedicated to the conservation of the Nation's scarce energy resources, improvement of energy efficiency and the provision of alternative and renewable energy resources; and

WHEREAS, the parties desire to join together to meet the criteria for an urban county in order to qualify to receive funds to meet each of these national objectives,

NOW THEREFORE, in consideration of the mutual promises and benefits given and received within this agreement, the parties agree to each and every term contained below:

## II. MUTUAL COVENANTS

1. The City and the County agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.
2. The parties agree that this agreement covers the CDBG Entitlement program, the HOME Investment Partnerships program (HOME), and the Emergency Solutions Grant Program (ESG).
3. The parties agree to take all actions necessary to assure compliance with the urban county's certification required by Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing; section 109 of Title I of the Housing and Community Development Act



of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975; and other applicable laws.

4. Both parties agree that the County has the final responsibility for selecting CDBG, HOME, and ESG activities and filing required documents with HUD.

### III. CITY COVENANTS

1. The City expressly agrees that as the cooperating unit of general local government it has adopted and is enforcing the following requirements of law:
  - 1.1 A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
  - 1.2 A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.
2. The City agrees that it is subject to the same requirements applicable to subrecipients set forth in 24 CFR 570.501 (b).
3. The City agrees in order to participate as a subrecipient under the terms of this agreement it shall enter into a contract as required by 24 CFR 570.503.
4. The City agrees that the County as the recipient is responsible for ensuring that CDBG, HOME, and ESG funds are used in accordance with all program requirements. The County as recipient is responsible for determining the adequacy of performance under subrecipient agreements.
5. The City authorizes the inclusion of its population for purposes of the Act, and joins together with other units of general local government to qualify the County as an urban county for Housing and Community Development Act block grant funds.
6. The City agrees it may not apply for grants from appropriations under the State CDBG program for fiscal years during the period in which it participates in the urban county's CDBG program.
7. The City agrees that it may not receive either HOME or ESG formula allocations, except through the County. Regardless of whether the County receives a HOME formula allocation, City agrees that it may not form a HOME consortium with other local governments.
8. The City agrees that it may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits, or non-federal considerations, but must use such funds for activities eligible under Title I of the Act.

#### IV. TERM OF AGREEMENT

1. This Agreement shall remain in effect for three Fiscal Years commencing July 1, 2015, and ending June 30, 2018, which shall constitute the urban county qualification period.
2. This agreement shall remain in effect until the CDBG, HOME, and ESG funds and program income received (with respect to activities carried out during the three-year qualification period, and any successive qualification periods under agreements that provide for automatic renewals) are expended and the funded activities completed.
3. The Agreement shall be automatically renewed for participation by the parties for successive three-year qualification periods unless either party provides written notice to the other that it elects not to participate in the new qualification period. The parties agree to send any such notice to the HUD Field Office at 1220 SW 3<sup>rd</sup> Avenue, Suite 400, Portland, OR 97204-2825, upon such election.
  - 3.1 The urban county shall send a written notice to the City advising of the City's right to elect not to participate in the next automatic urban county qualification period. The County shall send the notice to the City by the date specified in HUD's Urban County Qualification Notice for the next qualification period. County shall send a copy of the notice to HUD.
  - 3.2 The failure by either party to adopt an amendment to this agreement incorporating all changes necessary to meet the requirements for cooperation agreement set forth in the Urban County Qualification Notice applicable for any subsequent three-year urban county qualification period, and to submit the amendment to HUD as provided in the Urban County Qualification Notice will void the automatic renewal of subsequent qualification periods set forth in Section IV.3 above.

#### V. TERMINATION

1. This Agreement may be terminated by the County in the event funding is no longer available; otherwise, neither party may terminate or withdraw from the Agreement while the Agreement remains in effect

#### VI. ENFORCEMENT

1. The County is responsible for ensuring that CDBG, HOME, and ESG funds are used in accordance with all program requirements. The County may use any available legal methods to ensure compliance by the City.
2. The County is also responsible for determining the adequacy of performance under all applicable subrecipient agreements and procurement contracts and for taking appropriate action when performance problems arise, such as action described in 24 CFR 570.910. The County may use any available legal methods to ensure compliance by the City.

3. The County shall not distribute any CDBG, HOME, or ESG funds for activities in or in support of the City if the City does not affirmatively further fair housing within its own jurisdiction or acts in a manner that impedes the County's actions to comply with its fair housing certification.

## VII. POLICY ADVISORY BOARD

For the purpose of developing an annual Community Development Plan and Programs as required by Title I of the Act, a Policy Advisory Board is hereby continued which shall guide the plan and program development, make recommendations to the County upon the criteria to be utilized in selecting eligible Housing and Community Development Act activities within Washington County, and recommend to the County the program priorities.

1. The Policy Advisory Board shall be composed of one representative and a designated alternate from the County and each participating unit of general local government. The County and City shall have one vote on the Board. Jurisdictions shall appoint an elected official as primary and an employee or other public official as an alternate.
2. The Policy Advisory Board shall adopt bylaws, study, review, hold public hearings, supervise the public review and information process, and recommend to Washington County on all matters related to the Housing and Community Development Act as amended. Activities shall include making recommendations concerning the Housing and Community Development Plan (Consolidated Plan), and annual action plan(s), a five-year non-housing Community Development Plan, Fair Housing Plan, performance reports, citizen participation plans, and developing or directing studies necessary to gather data or information on which to base its recommendations.
3. After public hearings, the Policy Advisory Board shall make final recommendation on the Housing and Community Development Plan (Consolidated Plan) which may be accepted by Washington County at a public meeting and submitted to the Department of Housing and Urban Development as the Washington County application; provided that , should all or part of the recommended plan not be considered acceptable to the County, the Board of County Commissioners shall hold at least one (1) public hearing on the plan and program prior to rejection or amendment of the recommended plan. The County shall be responsible for filing required documents with HUD.
4. Projects may be implemented and funds expended in accordance with subgrant agreements between the County and other jurisdictions signatory to this Agreement.

VIII. CERTIFICATION

The parties by the signatures below certify that the governing body of each party has authorized entry into this Agreement.

IN WITNESS, the undersigned parties have executed this Agreement this 26<sup>th</sup> day of June 2014.

WASHINGTON COUNTY

CITY OF TUALATIN

BY Andy Duyck Andy Duyck  
Chair, Washington County Board of Commissioners

By [Signature]  
City Manager  
Title

6/9/14  
Date (required)

[Signature]  
Recording Secretary

06-24-14  
Date (required)

APPROVED WASHINGTON COUNTY  
BOARD OF COMMISSIONERS

MINUTE ORDER # 14-157

DATE 06-24-14

BY [Signature]  
CLERK OF THE BOARD

It is my opinion that the terms and provisions of this Intergovernmental Agreement are fully authorized under the State and local law and that the Agreement provides full legal authority for the County to undertake or assist in undertaking essential community renewal and lower income housing assistance activities.

[Signature]  
Paul L. Hathaway III  
Senior Assistant County Counsel

INTERGOVERNMENTAL AGREEMENT AMENDMENT NO. 2

This amendment is made and entered into by and between, the City of \_\_\_\_\_ (City) and Washington County, a political subdivision of the State of Oregon (County).

This amendment modifies that certain Intergovernmental Agreement (IGA) between the parties, the original contract number being \_\_\_\_\_.

The IGA is amended as follows:

Section II.3 is hereby amended and modified to read as follows:

3. The parties agree to take all actions necessary to assure compliance with the urban county's certification required by Section 104 (b) of Title I of the Housing and Community Development Act of 1974, conducted and administered in accordance with Title VI of the Civil Rights Act of 1964 and the implementing regulations at 24 CFR part 1, the Fair Housing Act and the implementing regulations at 24 CFR part 100, and will affirmatively further fair housing (24 CFR 91.225(a) and Affirmatively Furthering Fair Housing Definitions and Certifications (86 FR 30779, June 10, 2021), to be codified at 24 CFR 5.151 and 5.152; section 109 of Title I of the Housing and Community Development Act of 1974 and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975 and the implementing regulation at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968; and other applicable laws. The parties further agree that no urban funding shall be provided to City under this agreement for any activities in or in support of City if City does not affirmatively further fair housing within its own jurisdiction or if City's activities impede the County's actions to comply with the County's fair housing certification.

4. The parties agree that they will not sell, trade, or transfer of all or any portion of the funds to another such city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Act.

5. The HUD 424-B assurances and certifications must be signed by an authorized representative in order to receive HUD funds.

CERTIFICATION

The parties by the signatures below certify that the governing body of each party has authorized entry into this Amendment.

In WITNESS, the undersigned parties have executed this Amendment this \_\_\_\_ day of \_\_\_\_\_, 2023.

All other terms and conditions of the original Agreement shall remain in full force and effect.

WASHINGTON COUNTY

CITY OF \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

It is my opinion that the terms and provisions of this Amendment are fully authorized under the State and local law and that the Agreement provides full legal authority for the County to undertake or assist in undertaking essential community renewal and lower income housing assistance activities.

 for

\_\_\_\_\_  
Jacquilyn E. Saito  
Senior Assistant 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:** Jerianne Thompson, Library Director  
**DATE:** August 14, 2023

---

**SUBJECT:**

Consideration of Resolution No. 5718-23 authorizing the City Manager to sign an agreement with Tigard-Tualatin School District, Washington County, and the City of Tigard related to youth library services.

**RECOMMENDATION:**

Staff respectfully recommends Council adoption of the attached resolution authorizing the City Manager to execute an agreement related to youth access cards.

**EXECUTIVE SUMMARY:**

In 2021, Tualatin Public Library entered a partnership with Washington County Cooperative Library Services (WCCLS), the Tigard-Tualatin School District (TTSD), and the City of Tigard, to create and distribute youth access cards, a special type of library card for students who live or attend school in Washington County. During the first two years of the program, we have registered more than 3,200 Tualatin students for library cards for use at WCCLS member libraries and at [wccls.org](http://wccls.org).

The updated Memorandum of Agreement defines the responsibilities of each party in the project. Through the agreement, TTSD would securely share student data with WCCLS, which will be used to create the youth access cards. The goals of the project are to increase access to the library and library resources, as well as to enhance the relationships between the Tualatin Library and Tualatin schools. Students will be able to use their new library cards to support their learning and personal development.

**OUTCOMES OF DECISION:**

If approved, Tualatin Public Library will continue working in coordination with the parties to the agreement to create and distribute youth access cards to public school students in Tualatin. If not approved, Tualatin Library would stop participating in the project. This would mean new students in Tualatin would not receive this library card, and current students with this card would lose access.

**FINANCIAL IMPLICATIONS:**

None.

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**ATTACHMENTS:**

- Resolution No. 5718-23
- Memorandum of Agreement

RESOLUTION NO. 5718-23

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH TIGARD-TUALATIN SCHOOL DISTRICT, WASHINGTON COUNTY, AND THE CITY OF TIGARD RELATED TO YOUTH LIBRARY SERVICES.

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

WHEREAS, the Tigard-Tualatin School District, City of Tigard, and Washington County, acting by and through the Washington County Cooperative Library Services, are Oregon government entities;

WHEREAS, ORS 190 authorizes the City to enter into intergovernmental agreements with other government entities to perform cooperative services, as well as to delegate to each other authority to perform their respective functions as necessary;

WHEREAS, the City wishes to partner with the other government entities to facilitate the creation and distribution of the Youth Access Card, which is a special type of library card for children who live or attend school in Washington County.

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 Agreement with the Tigard-Tualatin School District, City of Tigard, and Washington County, acting by and through the Washington County Cooperative Library Services, related to youth access cards, which is attached as Exhibit 1 and incorporated by reference.

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

**Section 3.** This resolution is effective upon adoption.

INTRODUCED AND ADOPTED this 14th day of August, 2023.

CITY OF TUALATIN, OREGON

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

APPROVED AS TO FORM

ATTEST:

BY \_\_\_\_\_  
City Attorney

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

EXHIBIT 1  
Resolution No. 5718-23

**MEMORANDUM OF AGREEMENT  
BY AND BETWEEN  
THE TIGARD-TUALATIN SCHOOL DISTRICT,  
THE CITY OF TIGARD, THE CITY OF TUALATIN  
AND  
WASHINGTON COUNTY**

This Memorandum of Agreement (“Agreement”) dated as of upon signature and entered into between the Tigard-Tualatin School District (“the District”); City of Tigard and City of Tualatin (“Partner Libraries”); and Washington County, acting by and through Washington County Cooperative Library Services (“WCCLS”), (collectively, “the Parties”).

PURPOSE

The purpose of this Agreement is to facilitate the creation, distribution, and renewal of the Youth Access Card, (“Student Card”) a special type of library card for children ages 0-17 who live or attend school in Washington County for use at WCCLS member libraries in person and online at [wccls.org](http://wccls.org). Distribution at the District level is referred to as the WCCLS Student Library Card (“Student Card”) program.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and the terms and conditions hereinafter set forth, the Parties agree as follows:

- 1. Term.** This Agreement shall commence on the date last signed by a party and continue for one calendar year (“Initial Term”). Thereafter, the Agreement shall automatically renew annually for an additional period of one calendar year (each renewal a “Renewal Term”), unless a party gives written notice of non-renewal to all other Parties at least 30 days prior to the end of the Initial Term or a Renewal Term. Each Party’s representative or successor representative identified in section 9 of this Agreement has the authority to consent to the renewal of this Agreement as provided in this section.
- 2. Responsibilities of WCCLS.** WCCLS, by and through its employees and representatives, shall be responsible for the following:
  - A. To provide the District with information regarding the Student Cards, including the registration process and use policies for access to WCCLS services through the Student Cards.
  - B. To provide students with Student Cards unless that student already has a WCCLS library card.
  - C. To securely transmit electronic student data received from the District to a contracted vendor for the purpose of Student Card registration.
  - D. To coordinate the secure destruction of student registration information provided to WCCLS by the District in a physical format following data entry into the WCCLS database.

E. To provide access to the digital collections to holders of Student Cards.

3. **Responsibilities of Partner Libraries**, by and through its employees and representatives, shall be responsible for the following:

- A. To work with WCCLS and its representatives to coordinate communication between WCCLS, other libraries participating in Student Cards, and the District.
- B. To work with WCCLS representatives to create the digital Student Card accounts and distribute the physical Student Cards. To provide Student Cards for students that apply at a District school after the physical Student Cards have been distributed.
- C. To provide access to the physical collections.

4. **Responsibilities of the District**. The District, by and through its employees and representatives, shall be responsible for the following:

- A. To provide WCCLS with the following student information in the format requested by WCCLS in accordance with the Family Educational Rights and Privacy Act of 1974 (FERPA), 88 Stat. 571, 20 USC § 1232g, as amended, for the purpose of creating and distributing Student Cards:
  - i. Student Name (first name, middle name, last name)
  - ii. Student ID number
  - iii. Student grade level
  - iv. Student Date of Birth
  - v. Student mailing address
  - vi. Student home phone number
  - vii. Name of Student's school
- B. To provide any student preference stated for language.
- C. To provide updated, complete, and correctly formatted student information to WCCLS once a year each school year, by an agreed-upon deadline.
- D. To assist with distribution of the Student Cards to students after WCCLS registers the students and after Partner Libraries create the Student Cards and provide them to the District for distribution.
- E. To communicate with parents/guardians and students the policies, terms of use, and renewal information pertinent to the use of the Student Cards.

5. **Student Card Access and Fees**. The Parties agree and understand that:

- A. Student Cards include access to e-books, e-audiobooks, physical items, and e-resources, and that access is not limited by age group.
- B. Public libraries do not act in loco parentis (in the place of a parent) regarding student access to library resources.
- C. WCCLS and its member libraries select materials according to their own collection development policies.
- D. Lost or damaged items will be assessed at their replacement cost.
- E. When a Student Card holder's fees accrue to \$20.00 or more, the Student Card holder will be blocked from checking out physical items until fees are paid. Online resources

and e-books continue to be available during this block.

6. **Indemnification.** Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 *et seq.*, and the Oregon Constitution, Article XI, Sections 7 and 9, the Parties agree to indemnify and hold one another harmless from any loss, damage, injury, claim, or demand arising from their respective activities in connection with this Agreement. Neither party shall be liable for any loss, damage, injury, claim or demand arising from the acts or omissions of the other party or its agents or employees.

7. **Privacy of Records**

- A. The District will only provide access to student information in compliance with FERPA.
- B. The District will not provide WCCLS with student information regarding those students whose parents or guardians have opted out of the disclosure of student information.
- C. As mentioned in Section 2.C., WCCLS securely transmits electronic student data received from the District to a contracted vendor for the purpose of library card registration. Once library card registrations are created, the name, address, telephone number, and library usage information are protected from disclosure under ORS 192.355(23) and the WCCLS Privacy Statement. WCCLS receives personally identifiable information from the District in the performance of WCCLS services and that data:
  - i. Will not be disclosed by WCCLS to additional third parties without the signed and dated written consent of the student, or if the student is under eighteen (18) years of age, without the signed and dated written consent of the student's parents/guardians or consent of the minor pursuant to individual WCCLS member policy and
  - ii. Will be used by WCCLS only to fulfill WCCLS' responsibilities under this Agreement.
- D. WCCLS and member libraries will not disclose student circulation records to third parties and/or parents/guardians without the consent of the student.

8. **General Provisions**

- A. There are no covenants, promises, agreements, conditions or understandings between the Parties, either oral or written, other than those contained in this Agreement. This Agreement shall take precedence over any attachments or exhibits hereto.
- B. The laws of the State of Oregon shall govern this contract. Any action or suit commenced in connection with this contract shall be in the Circuit Court of Washington County or the Federal District Court for Oregon. All rights and remedies of the Parties shall be cumulative and may be exercised successively or concurrently. Each party to the Agreement agrees to personal jurisdiction of the courts identified in this section.
- C. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, or joint venture between WCCLS, the District, the Partner Libraries, and students.

- D. Each party to this Agreement represents and warrants that (i) it has the full power and authority to enter into this Agreement; and (ii) has taken all action necessary to authorize the execution, delivery, and performance of this Agreement.
- E. No waiver or breach of any term or provision of this Agreement shall be construed to be, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing signed by the party waiving the breach.
- F. In the event that any provision of this Agreement shall be held void, voidable, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect in accordance with its terms and disregarding such unenforceable or invalid provision.
- G. This Agreement is not intended to create any rights or interests for any other person or entity other than the Partner Libraries, the District and WCCLS.
- H. This Agreement may be amended only by written agreement signed by the Parties.

9. **Notices.** All notices required or permitted to be given hereunder shall be in writing and shall be deemed given when (a) delivered in person or (b) two business days after being deposited in the United States mail, postage prepaid, registered or certified mail, addressed to the applicable party as follows:

DISTRICT:

Attn: David Moore, CFO  
Tigard-Tualatin School District  
6960 SW Sandburg St  
Tigard, OR 97223  
(503) 431-4016  
[dmoore@ttsd.k12.or.us](mailto:dmoore@ttsd.k12.or.us)

PARTNER LIBRARIES:

Attn: Halsted Bernard, Director of Library Services  
City of Tigard  
13500 SW Hall Blvd.  
Tigard, OR 97223  
(503) 718-2501  
[HalstedB@tigard-or.gov](mailto:HalstedB@tigard-or.gov)

Attn: Sherilyn Lombos, City Manager  
City of Tualatin  
18878 SW Martinazzi Ave  
Tualatin, OR 97062  
(503) 691-3010  
[slombos@tualatin.gov](mailto:slombos@tualatin.gov)

WASHINGTON COUNTY:

Attn: Rachael Fuller, Interim Assistant County Administrator

Washington County

155 N First Ave.

Hillsboro, OR 97124

(503) 846-8685

[rachael\\_fuller@co.washington.or.us](mailto:rachael_fuller@co.washington.or.us)

[Signature page follows.]



IN WITNESS WHEREOF, each of the Parties hereto has executed this Agreement, or has caused this Agreement to be executed on its behalf by a representative duly authorized as of the date last signed by a party to the Agreement. The Parties, by their signature below, acknowledge having read this Agreement, understand it, and agree to be bound by its terms and conditions.

**TIGARD-TUALATIN SCHOOL DISTRICT:**

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

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

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

**CITY OF TIGARD:**

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

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

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

**CITY OF TUALATIN:**

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

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

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

**WASHINGTON COUNTY:**

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

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

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



*City of Tualatin*

## CITY OF TUALATIN Staff Report

**TO:** Honorable Mayor and Members of the City Council  
**THROUGH:** Sherilyn Lombos, City Manager  
**FROM:** Don Hudson, Assistant City Manager/Finance Director  
**DATE:** August 14, 2023

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**SUBJECT:**

Consideration of Resolution No. 5719-23 to Adopt the City of Tualatin Contingency and Reserve Policy.

**RECOMMENDATION:**

Staff Recommends that the City Council adopt the attached Contingency and Reserve Policy.

**EXECUTIVE SUMMARY:**

In December 2009, the City Council adopted the City of Tualatin Contingency and Reserve Policy. This policy is part of the City's Financial Policies and sets the recommended levels of contingencies and reserves in the General Fund, Building Fund, Utility Funds and Capital Projects Funds.

The attached resolution adopts minor changes to the policy. These changes clarify the basis for the 15% calculation for contingency in the General Fund, Building Fund and all Utility Funds to total expenditures. Previous language used both total appropriations and total operating expenditures for different types of funds. The current policy included Capital Development Funds in the contingency appropriation section, which is only allowed under Local Budget Law for those development funds that have operating funds (materials and services or capital outlay appropriations) budgeted in that fiscal year. This update to the policy removes capital development funds from this section and also adds requirements for capital projects funds, i.e. the bond projects funds.

Under Section 3(b), the Building Fund target of 18 months of total contingencies and reserves is incorporated into the policy.

**OUTCOMES OF DECISION:**

Adoption of the attached resolution updates the City of Tualatin Contingency and Reserve Policy

**ALTERNATIVES TO RECOMMENDATION:**

Choose not to adopt the resolution and leave the current policy language in place.

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**ATTACHMENTS:**

- Resolution No. 5719-23
- Exhibit A, City of Tualatin Contingency and Reserve Policy

RESOLUTION NO. 5719-23

A RESOLUTION ADOPTING CITY OF TUALATIN CONTINGENCY AND RESERVE POLICY

WHEREAS, financial policies are vital to a strategic, long-term approach to financial management; and

WHEREAS, financial policies help achieve and maintain a stable and positive financial position while ensuring the financial integrity of City operations; and

WHEREAS, financial policies establish a framework for planning and decision making to meet the City’s goal of maintaining an adequate financial base to sustain the desired level of services citizens have come to know and expect; and

WHEREAS, financial policies provide guidelines for managing risk and assisting the City in complying with established public management best practices, while ensuring compliance with federal, state and local legal and reporting requirements;

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

**Section 1.** The attached City of Tualatin Contingency and Reserve Policy is hereby adopted to provide guidelines for proper levels within identified City Funds.

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

INTRODUCED AND ADOPTED this 14<sup>th</sup> day of August, 2023.

CITY OF TUALATIN OREGON

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

APPROVED AS TO LEGAL FORM

ATTEST

BY \_\_\_\_\_  
City Attorney

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

## **City of Tualatin Contingency and Reserve Policy (August 2023)**

The purpose of this policy is to ensure that the City maintains a prudent level of financial resources to protect against the need to reduce service levels due to temporary revenue shortfalls or unpredicted one-time expenditures.

1. The City will maintain fund balances of the various operating funds of the City at adequate levels to mitigate current and future risks from revenue shortfalls or unanticipated expenditures and at levels sufficient to protect the City's creditworthiness as well as its financial position from unforeseeable emergencies.
2. The City shall establish a contingency to provide for unanticipated expenditures of a nonrecurring nature to meet unexpected increases in service delivery costs. In accordance with local budget law in the State of Oregon, the contingency must be an appropriated budget item, though funds may not be directly disbursed from the contingency account. Amounts must be reclassified into another appropriation of a fund by resolution or through a supplemental budget process. The City shall maintain minimum contingency amounts for the following funds:
  - a. General Fund – 15% of total expenditures
  - b. Building Fund and all Utility Funds – 15% of total expenditures
  - c. Capital Project Funds – 15% of total expenditures, or net balance of the fund
3. Unappropriated Fund Balances are amounts that are set aside for future years and cannot be transferred by resolution or appropriated through a supplemental budget, unless necessitated by a qualifying emergency as defined in Oregon Revised Statutes (ORS) 294.481. Reserves for Future Expenditure are amounts that are planned to be saved for use in future fiscal years. If the need arises during the fiscal year to spend reserves, a supplemental budget may be adopted to appropriate the expenditure, as defined in ORS 294.471. The City should maintain the following as either Unappropriated Fund Balances or Reserves for Future Expenditures:
  - a. General Fund – 10% of total appropriations to provide the City with the necessary working capital until property tax receipts are received from the County Treasurer in November.
  - b. Building Fund – net balance of building related fees, as per ORS 455.210
    - i. Due to fluctuations in development related activity year-to-year, the target for total reserves and contingencies should be 18 months of operating expenditures,
  - c. Utility Funds – net balance of fund
4. Other individual funds may have contingency or reserve requirements set by the Tualatin Municipal Code, State Statutes, Bond Covenants or other legally binding documents.

The amounts recommended above may be exceeded as circumstances warrant due to special operational or capital project needs, but the City will adhere to the policy that expenditures which are anticipated, expected to occur during the fiscal year and can reasonably be ascertained and estimated, should be part of the basic budgeted appropriations.



City of Tualatin

## CITY OF TUALATIN Staff Report

**TO:** Honorable Mayor and Members of the City Council  
**THROUGH:** Sherilyn Lombos, City Manager  
**FROM:** Suzanne Tyler, Building Official  
**DATE:** August 2, 2023

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### **SUBJECT:**

Consideration of **Ordinance No. 1478-23** approving the Building Fee Schedule

### **RECOMMENDATION:**

Staff recommends approval of **Ordinance No. 1478-23** adopting the updated building fee schedule.

### **EXECUTIVE SUMMARY:**

The Building Division is requesting Council adoption of Ordinance 1478-23 to cover the increased costs of support for the review, administrative, issuance, inspection, and code compliance functions of the Building Division and to establish robust contingencies and reserves. Building Divisions in Oregon are funded by the collection of appropriate fees for the plan review and issuance of permits.

The Building Division has been careful with this dedicated fund and have not increased fees since 2005. The Building Division also maintains reserve funds. The Oregon Building Codes Division recommends jurisdictions maintain adequate reserves to help weather fluctuations in building activity. As our expenses have outpaced revenues, we realized the need to increase our fees to cover the cost of services and maintain adequate reserves.

Staff time and current billing rates were considered when reviewing all building fees. Additionally, staff researched the fees assessed by nearby cities. Some examples of the proposed fee increases are included in the PowerPoint presentation.

### **OUTCOMES OF DECISION:**

If adopted, Tualatin's building fee schedule will be updated and additional funds received will support Building Division plan review, inspection, administrative and code compliance functions. If the proposed fee schedule is not adopted, the Building Division funding will maintain a contingency and reserves fund less than the Oregon Building Codes Division recommended 18 month level.

### **ALTERNATIVES TO RECOMMENDATION:**

Alternatives are to request staff provide an amended fee schedule, or to decline to approve the recommended updated fee schedule.

### **FINANCIAL IMPLICATIONS:**

Additional fees generated by the increases will help cover the costs to provide services and increase reserves to offset future fluctuations of building activity.

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**ATTACHMENTS:**

- PowerPoint Presentation
- **Ordinance 1478-23**
- Proposed Fee Schedule
- Structural Permit Fee Schedule – Proposed Changes 2023
- Mechanical permit Fee Schedule – Residential, Commercial, Industrial, Multi-Family – Proposed Changes 2023
- Plumbing Permit Fee Schedule – Proposed Changes 2023





# BUILDING DIVISION FEES SCHEDULE INCREASE

AUGUST 14, 2023 | CITY COUNCIL MEETING



# INTRODUCTION AND GOALS

- **Recap July 10, 2023 Building Division presentation**
- **Hold public hearing**
- **Request adoption of updated fee schedules**







# IMPACTED FEES

## EXISTING FEES

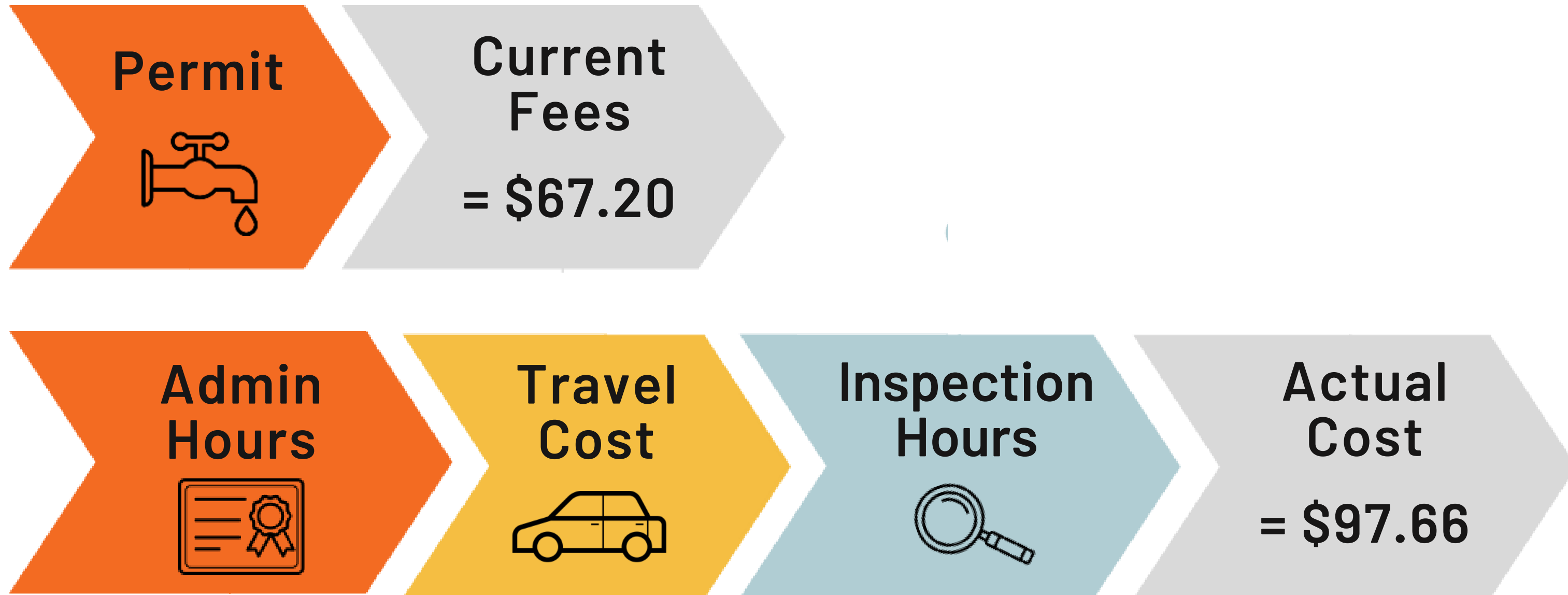
- Building Permits
- Mechanical Permits
- Plumbing Permits
- Non-Prescriptive Solar Installations

## NEW FEES

- Pre-Submittal Fee
- Change-of-Contractor Fee
- Technology Fee
- Radon Mitigation Fee
- Manufactured Dwelling Placement Fee

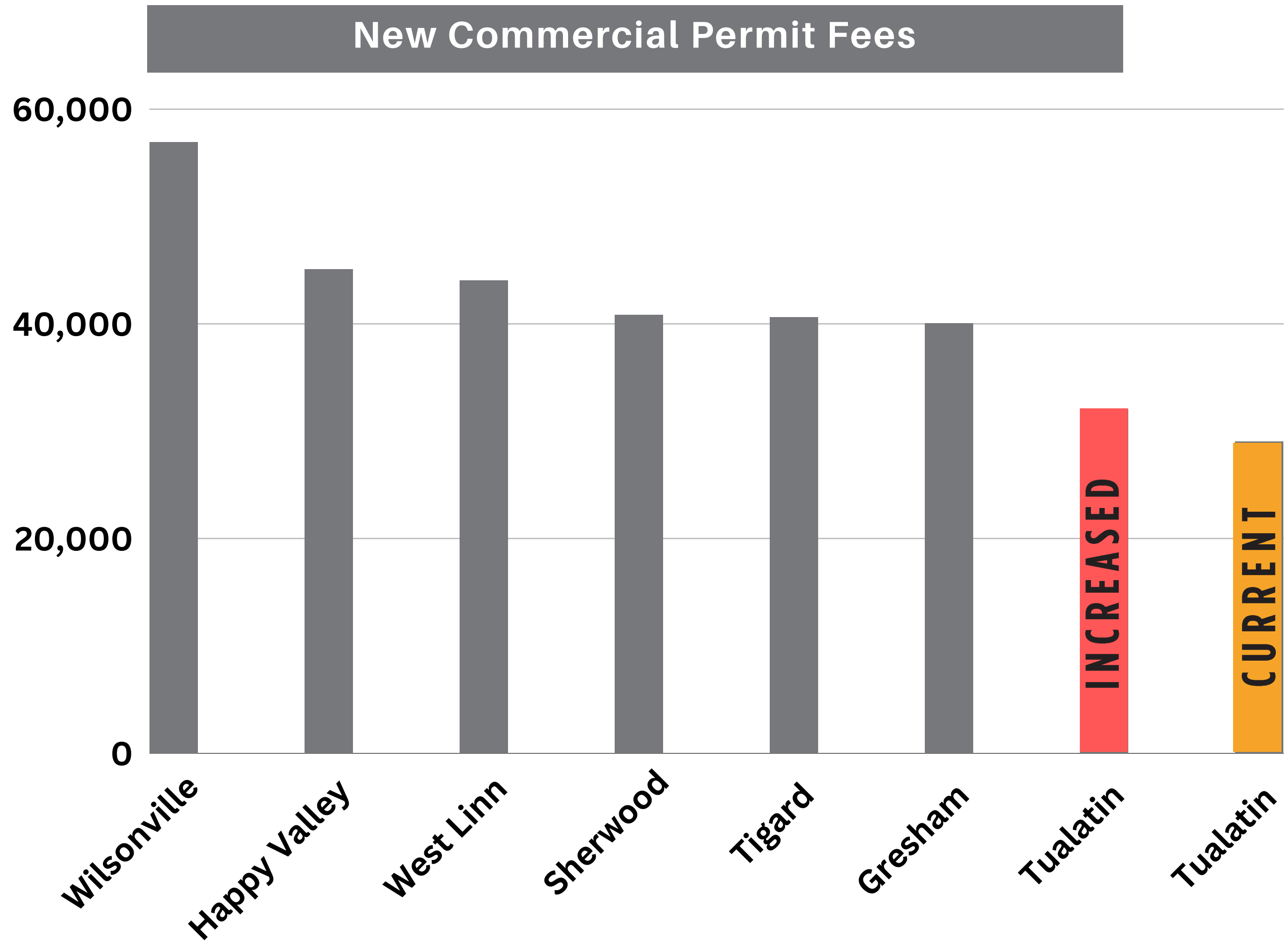


# RESIDENTIAL PLUMBING PERMIT FEE COMPARISON





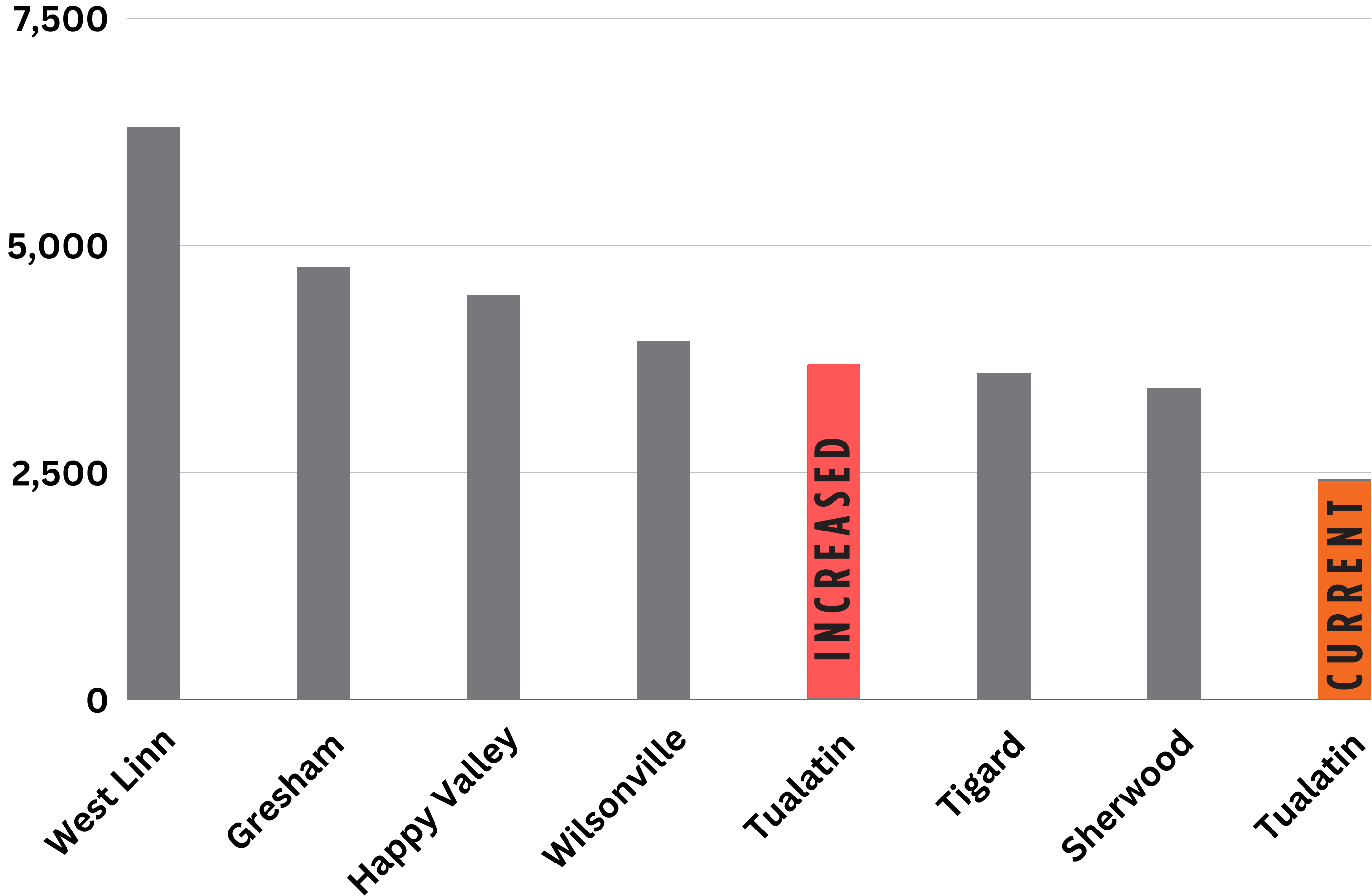
# Jurisdictional Building Fee Comparison: May 2023





# Jurisdictional Building Fee Comparison: May 2023

## New Single Family Residence Permit Fees







# SUMMARY



**Notice to  
State**



**City  
Website**



**State maintains  
stakeholder list**







# July 10 follow-up



- Staffing
- Back-log



# NEXT STEPS



- Hold public hearing
- Adopt updated fee schedules





# QUESTIONS?



ORDINANCE NO. 1478-23

AN ORDINANCE UPDATING BUILDING INSPECTION PROGRAM FEES FOR THE CITY OF TUALATIN

WHEREAS, Oregon Revised Statutes Section 455.210 requires that local governments adopt all building inspection program fees by ordinance or regulation to establish full cost recovery fees to administer and manage the building program in the City of Tualatin (“City”);

WHEREAS, the City administers and enforces various specialty code programs and established its current fee schedule for this work in 2005;

WHEREAS, the City has identified a need to update fees for its Structural, Mechanical and Plumbing specialty code programs in order to offset the inflationary increase in its building program costs and allow the City to stabilize the funding needed to maintain staffing required to enforce the programs;

WHEREAS, City staff emailed a Notice of Fee Change to the State Building Codes Division (BCD) on May 3, 2023, as required by ORS 455.210;

WHEREAS, the proposed fee schedule update will modernize the currently adopted fee schedule to better align cost recovery and long-term financial goals to keep pace with rising costs; and

WHEREAS, the City has provided the notice for and taken public comment on the proposed fee increase as required by state law.

NOW, THEREFORE, THE CITY OF TUALATIN ORDAINS AS FOLLOWS:

**Section 1.** Findings. The City Council hereby adopts as findings and conclusions the foregoing recitals.

**Section 2.** Order. The fees associated with the City of Tualatin’s administration and enforcement of its Structural, Mechanical and Plumbing programs are hereby updated as set forth in the attached Exhibit A.

**Section 3.** Staff Directive. To reflect adoption of the ordinance, the City Manager or designee is directed to make conforming changes to the City of Tualatin Building Permit forms necessary to incorporate the fees adopted herein.

**Section 4.** This fee schedule will take effect on the thirtieth day after its enactment.

ADOPTED by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF TUALATIN, OREGON

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

APPROVED AS TO FORM

ATTEST:

BY \_\_\_\_\_  
City Attorney

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

**EXHIBIT A**  
**ORDINANCE NO. 1478-23**

**Proposed Fee Schedule**  
**CITY OF TUALATIN**

**ONE & TWO FAMILY DWELLINGS, **MANUFACTURED HOMES**, MULTI-FAMILY, COMMERCIAL,  
AND INDUSTRIAL**

**STRUCTURAL PERMIT FEE SCHEDULE**

**FOR NEW BUILDINGS & ADDITIONS / ALTERATIONS / REMODELS**

(See below for determining valuation.)

\$0.00 to \$2,000.00 valuation.....	\$110.00 <del>56.00</del>
\$2,001.00 to \$25,000.00 valuation.....	\$110.00 <del>56.00</del> for the first \$2,000.00 and \$7.00 for each additional \$1,000.00 or fraction thereof.
\$25,000.01 to \$50,000.00 valuation.....	\$271.00 <del>\$216.00</del> for the first \$25,000.00 and \$8.20 <del>\$6.00</del> for each additional \$1,000.00 or fraction thereof.
\$50,001.00 to \$100,000.00 valuation.....	\$476.00 <del>\$375.00</del> for the first \$50,000.00 and \$5.30 <del>\$4.00</del> for each additional \$1,000.00 or fraction thereof.
\$100,001.00 and over valuation.....	\$741.00 <del>\$587.00</del> for the first \$100,000.00 and \$3.75 <del>\$3.00</del> for each additional \$1,000.00 or fraction thereof.

Structural Plan Review Fee..... 70 ~~65~~ percent of building permit fee

Fire and Life Safety Plan Review Fee.....45 percent of building permit fee (on multi-family, commercial & industrial only)

State Surcharge.....12 percent of building permit fee or inspection fee

**Technology Fee.....3 percent of building permit fee**

**Pre-Submittal Fee.....\$100.00**

**Building Re-evaluation Fee.....Hourly basis, minimum 2 hours**

**Permit Extension Fee.....\$100.00**

**Change of Contractor Fee.....\$100.00**

Temporary Certificates of Occupancy.....\$300.00/30 days ~~\$100.00/30 days~~

Solar Structural Installation Permits per OAR 918-050-0180:

Prescriptive path (as described in the Oregon Solar Installation Specialty Code, Flat fee that includes plan review): All other installations are considered non-prescriptive and shall be based on the valuation of the structural elements for the solar elements for the solar panels, including racking, mounting elements, rails, and the cost of labor to install. The cost of the solar electrical equipment, including collector panels, and inverters shall be excluded from the permit valuation. The valuation shall be applied to the structural permit fee schedule. The standard plan review fee will be added to the permit.

Prescriptive Path – Flat Fee.....\$180.00 ~~\$150.00~~  
 Non-Prescriptive Path.....\$ Use structural permit fee schedule

**Other Inspections and Fees:**

1. Inspections outside of normal business hours (minimum charge – one hour).....\$100.00 ~~\$60.00~~ per hour\*
2. Re-inspection fees assessed under provisions of ORS 455.020 and 455.210.....\$100.00 ~~\$60.00~~
3. Inspection for which no fee is specifically indicated (min. charge – one hour).....\$100.00 ~~\$60.00~~ per hour\*
4. Additional plan review required by changes, additions, or revisions to proposed or approved plans (minimum charge – one hour ~~1/2 hour~~).....\$100.00 ~~\$60.00~~ per hour\*

\*Or total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved. State Surcharge applies.

Phased Projects: There shall be a minimum plan review phasing fee of \$360.00 ~~\$300.00~~ for each separate phased portion of the project. In addition, a plan review phasing fee shall be charged in an amount equal to ten percent of the total project building permit fee calculated in accordance with OAR 918-050-0100 through 0110 not to exceed an additional \$1,500.00 for each phase.

Deferred Submittals: The plan review fee for processing deferred plan submittals shall be an amount equal to 65 percent of the building permit fee calculated in accordance with OAR 918-050-0110 (2) and (3) using the value of the particular deferred portion of the project with a minimum fee of \$360.00 ~~\$300.00~~. This fee is in addition to the project plan review fee based on total project value.

**Building Permit Fee Schedule for Stand-Alone Residential Fire Sprinkler Systems**

Square Footage of Dwelling (Including Garage)	Permit/Plan Review Fee
0 – 2,000 square feet.....	\$240.00 <del>\$120.00</del>
2,001 – 3,600 square feet.....	\$300.00 <del>\$150.00</del>
3,601 – 7,200 square feet.....	\$420.00 <del>\$210.00</del>
Greater than 7,200 square feet.....	\$540.00 <del>\$270.00</del>

Permit Valuation Methodology: The Permit Valuation methodology is mandated by the State of Oregon in OAR 918-050-0100. A structural permit fee for new construction and additions shall be calculated using the currently adopted ICC Building Valuation Data Table, using the occupancy and construction type as determined by the building official, multiplied by the square footage of the structure. The square footage of a building, addition, or garage shall be determined from outside exterior wall to outside exterior wall for each level. The valuation used will be the greater of either the above calculated value or the value as stated by the applicant. A structural permit fee for alterations or repair shall be based on the fair market value of the permitted work as determined by the building official and defined below.

Fair Market Value: The Fair Market Value to be used in computing the permit fee for alterations and repair shall be the total value of all construction work for which the permit is issued, as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire extinguishing systems and other permanent work or equipment, and contractor’s profit.

**Building Permit Fee Schedule for Manufactured Dwellings**

Manufactured Dwelling Placement.....\$400.00



State Administrative (Cabana) Fee.....\$30.00

Manufactured Dwelling Placement – Includes the concrete slab, runners or foundations that are prescriptive, electrical feeder and plumbing connections and all cross-over connections and up to 30 lineal feet of site utilities. Decks, other accessory structures, and foundations that are not prescriptive, utility connections beyond 30 lineal feet, new electrical services or additional branch circuits, and new plumbing – may require separate permits. All decks 30” above ground, carports, garages, porches, and patios are based on valuation and may also require separate permits.

ORS 446.176(1) and OAR 918-500-0105 require all local governments providing construction permits or inspections for manufactured dwelling and cabana installations to collect and remit to the Department of Consumer and Business Services a \$30 fee for each installation permit issued. This fee is to be added to manufactured dwelling and cabana installation permits only and should not be added to accessory structures or building, electrical, plumbing, mechanical permits or plan reviews.

Structural, mechanical, and plumbing designated permit fees will be automatically adjusted annually by 5% each July 1<sup>st</sup> through 2028 based on the Engineering News – Record Construction Cost Index (20-city average) published April 1. Valuations will be calculated in accordance with OAR 918-050-0100, with calculated amounts rounded to the nearest whole dollar.

**Proposed Fee Schedule**

**CITY OF TUALATIN**

**ONE & TWO FAMILY DWELLINGS**

**MECHANICAL FEE SCHEDULE**

**FOR NEW & ADDITIONS / ALTERATIONS / REMODELS**

**Heating/Cooling:**

Furnace.....	\$25.00	<del>\$15.00</del>
Air Conditioning .....	\$25.00	<del>\$15.00</del>
Gas Heat Pump .....	\$25.00	<del>\$15.00</del>
Duct Work .....	\$25.00	<del>\$15.00</del>
Hydronic Hot Water System .....	\$25.00	<del>\$15.00</del>
Residential Boiler (radiator or hydronic) .....	\$25.00	<del>\$15.00</del>
Unit Heaters (fuel-type, not electric), in-wall, in-duct, suspended .....	\$25.00	<del>\$15.00</del>
Flue/Vent for any of the above .....	\$25.00	<del>\$15.00</del>

**Other Fuel Appliances:**

Water Heater .....	\$25.00	<del>\$15.00</del>
Gas Fireplace .....	\$50.00	<del>\$15.00</del>
Flue Vent for Water Heater of Gas Fireplace .....	\$25.00	<del>\$15.00</del>
Log Lighter (gas) .....	\$25.00	<del>\$15.00</del>
Wood / Pellet Stove.....	\$25.00	<del>\$15.00</del>
Chimney/Liner/Flue/Vent .....	\$25.00	<del>\$15.00</del>

**Environmental Exhaust and Ventilation:**

Range Hood/Other Kitchen Equipment .....	\$25.00	<del>\$15.00</del>
Clothes Dryer Exhaust .....	\$25.00	<del>\$15.00</del>
Single-Duct Exhaust (bathrooms, toilet compartments, utility rooms) .....	\$25.00	<del>\$15.00</del>
Attic/Crawlspace Fans .....	\$25.00	<del>\$15.00</del>

**Radon Ventilation.....** \$50.00

**Fuel Piping:**

For First Four <b>Outlets</b> .....	\$25.00	<del>\$15.00</del>
For Each Additional <b>Outlets</b> .....	\$15.00	<del>\$7.50</del>
Minimum Permit Fee .....	\$110.00	<del>\$60.00</del>

State Surcharge ..... 12 percent of mechanical permit fee or inspection fee (see below)

Technology Fee ..... 3 percent of mechanical permit fee

Permit Extension Fee..... \$100.00

Change of Contractor Fee..... \$100.00

**Other Inspections and Fees:**

1. Inspections outside of normal business hours (minimum charge – one hour)..... \$75.00 ~~\$60.00~~ per hour\*
2. Reinspection fees assessed under provisions of ORS 455.020 and 455.210.....\$75.00 ~~\$60.00~~
3. Inspection for which no fee is specifically indicated (min. charge – one hour).....\$75.00 ~~\$60.00~~ per hour\*
4. Additional plan review required by changes, additions, or revisions to proposed or approved plans (minimum charge – one hour).....\$75.00 ~~\$60.00~~ per hour\*

\*Or total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved. State surcharge applies.

**Proposed Fee Schedule**  
**CITY OF TUALATIN**  
**MULTI-FAMILY, COMMERCIAL, AND INDUSTRIAL**  
**MECHANICAL FEE SCHEDULE**

**FOR NEW & ADDITIONS / ALTERATIONS / REMODELS**

(See Mechanical Valuation Table to determine valuation.)

\$0.00 to \$500.00 valuation.....	\$110.00 <del>\$60.00</del>
\$501.00 to \$2,000.00 valuation.....	\$110.00 <del>\$45.00</del> for the first \$500.00 and \$4.00 <del>\$7.00</del> for each additional \$100.00 or fraction thereof.
\$2,000.01 to \$25,000.00 valuation.....	\$170.00 <del>\$148.00</del> for the first \$2,000.00 and \$31.00 <del>\$27.00</del> for each additional \$1,000.00 or fraction thereof.
\$25,001.00 to \$50,000.00 valuation.....	\$883.00 <del>\$773.00</del> for the first \$25,000.00 and \$24.00 <del>\$20.00</del> for each additional \$1,000.00 or fraction thereof.
\$50,001.00 to \$100,000.00 valuation.....	\$1,483.00 <del>\$1,283.00</del> for the first \$50,000.00 and \$15.50 <del>\$14.00</del> for each additional \$1,000.00 or fraction thereof.
\$100,001.00 and over valuation.....	\$2,258.00 <del>\$1,963.00</del> for the first \$100,000.00 and \$13.90 <del>\$11.00</del> for each additional \$1,000.00 or fraction thereof.
Minimum Permit Fee .....	\$110.00 <del>\$60.00</del>
Plan Review Fee .....	70 <del>65</del> percent of the mechanical permit fee
Fire and Life Safety Plan Review Fee .....	45 percent of the mechanical permit fee
State Surcharge .....	12 percent of the mechanical permit fee or inspection fees (see below)
<b>Technology Fee .....</b>	<b>3 percent of the mechanical permit fee</b>
<b>Permit Extension Fee.....</b>	<b>\$100.00</b>
<b>Change of Contractor Fee.....</b>	<b>\$100.00</b>
<b>Radon Mitigation.....</b>	<b>\$100.00</b>

**Other Inspections and Fees:**

5. Inspections outside of normal business hours (minimum charge – one hour).....\$100.00 ~~\$60.00~~ per hour\*
6. Reinspection fees.....\$100.00 ~~\$60.00~~ \*
7. Inspection for which no fee is specifically indicated (min. charge – one hour).....\$100.00 ~~\$60.00~~ per hour\*
8. Additional plan review required by changes, additions, or revisions to  
Proposed or approved plans (minimum charge – one hour ~~½ hour~~).....\$100.00 ~~\$60.00~~ per hour\*

\*Or total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved. State surcharge applies.

Structural, mechanical, and plumbing designated permit fees will be automatically adjusted annually by 5% each July 1<sup>st</sup> through July 2028 based on the Engineering News – Record Construction Cost Index (20-city average) published April 1. Valuations will be calculated in accordance with OAR 918-050-0100, with calculated amounts is rounded to the nearest whole dollar.

**Proposed Fee Schedule**

**CITY OF TUALATIN**

**ONE & TWO FAMILY DWELLINGS, MULTI-FAMILY, COMMERCIAL, AND INDUSTRIAL**

**PLUMBING FEE SCHEDULE**

**FOR NEW & ADDITIONS / ALTERATIONS / REMODELS**

**New 1 & 2 Family Dwellings (include 100' for each utility connection):**

SFR (1) Bath .....	\$310.00	<del>240.00</del>
SFR (2) Bath .....	\$390.00	<del>300.00</del>
SFR (3) Bath .....	\$480.00	<del>375.00</del>
Each Additional Bath/Kitchen .....	\$160.00	<del>125.00</del>
<b>Re-pipe SFR.....</b>	<b>\$160.00</b>	

**Site Utilities:**

Catch Basin or Area Drain .....	\$25.00	<del>15.00</del>
Drywell, Leach Line, or Trench Drain .....	\$50.00	<del>15.00</del>
Footing Drain (Each) .....	\$25.00	<del>15.00</del>
Manufactured Home Utilities .....	\$75.00	<del>60.00</del>
Manholes .....	\$25.00	<del>15.00</del>
Rain Drain Connector .....	\$25.00	<del>15.00</del>
Sanitary Sewer (first 100' or fraction thereof) .....	\$75.00	<del>60.00</del>
Sanitary Sewer (additional 100' or fraction thereof) .....	\$60.00	<del>45.00</del>
Storm Sewer (first 100' or fraction thereof) .....	\$75.00	<del>60.00</del>
Storm Sewer (additional 100' or fraction thereof) .....	\$60.00	<del>45.00</del>
Water Service (first 100' or fraction thereof) .....	\$75.00	<del>60.00</del>
Water Service (additional 100' or fraction thereof) .....	\$60.00	<del>45.00</del>

**Fixture or item:**

Absorption Valve .....	\$25.00	<del>15.00</del>
Backflow Preventer .....	\$50.00	<del>15.00</del>
Backwater Valve .....	\$25.00	<del>15.00</del>
Clothes Washer .....	\$25.00	<del>15.00</del>
Dishwasher .....	\$25.00	<del>15.00</del>
Drinking Fountain .....	\$25.00	<del>15.00</del>
Ejectors/Sump .....	\$50.00	<del>15.00</del>



Expansion Tank.....	\$25.00	<del>15.00</del>
Fixture/Sewer Cap .....	\$25.00	<del>15.00</del>
Floor Drain/Floor Sink/Hub Drain .....	\$25.00	<del>15.00</del>
Garbage Disposal .....	\$25.00	<del>15.00</del>
Hose Bib .....	\$25.00	<del>15.00</del>
Ice Maker .....	\$25.00	<del>15.00</del>
Interceptor/Grease Trap .....	\$150.00	<del>15.00</del>
Primer .....	\$25.00	<del>15.00</del>
Roof Drain (commercial) .....	\$25.00	<del>15.00</del>
Sink/Basin/Lavatory .....	\$25.00	<del>15.00</del>
Tub/Shower/Shower Pan .....	\$25.00	<del>15.00</del>
Urinal .....	\$25.00	<del>15.00</del>
Water Closet .....	\$25.00	<del>15.00</del>
Water Heater .....	\$25.00	<del>15.00</del>
Minimum Permit Fee .....	\$120.00	<del>60.00</del>
Plan Review Fee .....	45 <del>25</del> percent of the plumbing permit fee	
State Surcharge .....	12 percent of the plumbing permit fee or inspection fee (see below)	
<b>Technology Fee .....</b>	<b>3 percent of the plumbing permit fee</b>	
<b>Permit Extension Fee.....</b>	<b>\$100.00</b>	
<b>Change of Contractor Fee.....</b>	<b>\$100.00</b>	

**Other Inspections and Fees:**

5. Inspections outside of normal business hours (min. charge – one hour).....\$100.00 ~~60.00~~ per hour\*
6. Re-inspection fees assessed under provisions of ORS 455.020 and 455.210 .....\$100.00 ~~60.00~~
7. Inspection for which no fee is specifically indicated (min. charge – one hour).....\$100.00 ~~60.00~~ per hour\*
8. Additional plan review required by changes, additions, or revisions to proposed or approved plans (min. charge – one hour ~~1/2 hour~~).....\$100.00 ~~60.00~~ per hour\*

\*Or total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved. State surcharge applies.

**Current Fee Schedule  
CITY OF TUALATIN  
COMMERCIAL AND INDUSTRIAL**

**MEDICAL GAS PERMIT FEE SCHEDULE**

Formula.....Value / 1000 x 6.9 + 37.45 = Permit Fee

Minimum Fee.....\$105.00

Plan Review.....65 percent of the medical gas permit fee

Fire and Life Safety Review.....40 percent of the medical gas permit fee

State Surcharge.....12 percent of the medical gas permit fee

Structural, mechanical, and plumbing designated permit fees will be automatically adjusted annually by 5% each July 1<sup>st</sup> through July 2028 based on the Engineering News – Record Construction Cost Index (20-city average) published April 1. Valuations will be calculated in accordance with OAR 918-050-0100, with calculated amounts is rounded to the nearest whole dollar.



City of Tualatin

## CITY OF TUALATIN Staff Report

**TO:** Honorable Mayor and Members of the City Council  
**THROUGH:** Sherilyn Lombos, City Manager  
**FROM:** Greg Pickering – Chief of Police  
**DATE:** August 1, 2023

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**SUBJECT:**

Consideration of **Ordinance No. 1479-23** Amending Tualatin Municipal Code 8-1-252 to Extend the Hours of Prohibited Parking and Adding Additional Streets (SW Blackfoot Drive and Osage Street)

**EXECUTIVE SUMMARY:**

At the June 26th City Council work session the Council received information on the addition of a permit parking zone along SW Blackfoot Drive and SW Osage Street at the request of residents in the area. The Council directed staff to draft an ordinance for consideration.

Tualatin Municipal Code Ordinance Number 8-1-252 related to Residential Parking Zones would be modified to include the following if adopted tonight:

- The addition of the word “scheduled” in front of school day
- Changing of the hours of enforcement of school parking zones to 8:00 a.m. to 4:00 p.m.
- The addition of SW Blackfoot Drive and SW Osage Street as streets with school day zones

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**ATTACHMENTS:**

**TMC 8-1-252 Residential Parking Zones (with changes.)**

ORDINANCE NO. 1479-23

AN ORDINANCE RELATING TO PARKING; AMENDING TUALATIN MUNICIPAL CODE 8-1-252 TO EXTEND THE HOURS OF PROHIBITED PARKING AND TO ADD ADDITIONAL STREETS.

WHEREAS, the City Council has authority to adopt parking regulations for City rights-of-way;

WHEREAS, Residential Parking Zones reduce or prevent congestion and hazardous traffic conditions in certain residential areas, and protects residents from unreasonable burdens in gaining access to property;

WHEREAS, there is a need to extend the prohibited parking hours until 4:00 p.m. for parking on public streets except by residential permit;

WHEREAS, there is a need is to establish Residential Parking Zones on SW Blackfoot Drive, west of SW Martinazzi to SW Osage Street, and SW Osage Street, west of SW Martinazzi to the east of Byrom Elementary School property; and

WHEREAS, the City of Tualatin wishes to adopt the Ordinance to amend Residential Parking Zones.

THE CITY OF TUALATIN ORDAINS AS FOLLOWS:

**Section 1.** Tualatin Municipal Code Chapter 8-1-252 Residential Parking Zones is amended as follows:

**TMC 8-1-252 Residential Parking Zones.**

- (1) The City Council establishes the following residential parking zones for the purpose of prohibiting parking on public streets except by residential permit:
  - (a) School Day Zones. On scheduled school days between 8:00 a.m. and 4:00 p.m. in the following locations:
    - (i) Waterford Subdivision, which includes the following streets within the zone: SW 94th Terrace, SW 93rd Terrace, SW Palouse Lane, and SW Skokomish Lane; and
    - (ii) Moccasin Run Subdivision, which includes the following streets within the zone: SW Ibach Court.
    - (iii) SW Alabama Street, east of SW Chilkat Terrace and west of SW Boones Ferry Road.
    - (iv) SW Blackfoot Drive, west of SW Martinazzi to SW Osage Street.
    - (v) SW Osage Street, west of SW Martinazzi to the east of Byrom Elementary School property.

- (b) General Residential Zones. During all hours of every day, the area bounded on the north by SW Hazelbrook Road, on the south by Tualatin Road, on the east by SW 112th Avenue, and on the west by SW 115th Avenue, which includes the following streets within the zone:
- (i) SW 115th Avenue, between Tualatin Road and Hazelbrook Road;
  - (ii) the south side of SW Hazelbrook Road, east of SW 115th Avenue and west of Hazelbrook Middle School Property;
  - (iii) SW Elmers Court, east of SW 115th Avenue;
  - (iv) SW Roberts Court, east of SW 115th Avenue; and
  - (v) SW Kalispell Street, east of SW 115th Avenue and west of SW 112th Avenue.
- (2) Only those vehicles displaying a valid parking permit may park within the particular zone established in subsection (1) of this section. Persons who reside within the parking zone may obtain a permit for that zone from the City Manager under subsection (3) of this section.
- (3) The City Manager shall establish procedures and standards for the issuance of permanent and temporary permits that will allow residents and their guests to park their vehicles within residential parking zones during the restricted hours. At a minimum, the City Manager shall establish rules that establish the criteria for issuance, surrender and revocation of permits, evidence of proof of residence and vehicle ownership, terms of the permit, standards for display of the permit, and allow for the issuance of temporary permits to residents for the parking of nonresident vehicles for temporary periods upon a showing of reasonable need for such permits.
- (4) The City Manager shall cause official signs for residential parking zones to be installed and maintained. The signs shall clearly identify the parking restrictions for nonresidents and the exception to those restrictions for permit holders within the residential parking zones.
- (5) It is unlawful and a violation for any person to sell, transfer, purchase, or otherwise acquire for value any permit issued by the City of Tualatin. Notwithstanding TMC 8-1-360 and in addition to any criminal penalties that may apply, A violation of this subsection is punishable by a fine of not less than \$500.00.

ADOPTED by the City Council this 14th day of August, 2023.

CITY OF TUALATIN, OREGON

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

APPROVED AS TO FORM

ATTEST:

BY \_\_\_\_\_  
City Attorney

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