



## TUALATIN CITY COUNCIL MEETING

MONDAY, FEBRUARY 13, 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 8. These statements will be included in the official meeting record, but not read during the meeting.

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

Phone: +1 669 900 6833

Meeting ID: 861 2129 3664

Password: 18880

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

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### Work Session

- 1. 5:30 p.m. (30 min) – Regional Transportation Plan Update: Tualatin's Project List.** Every five years, Metro updates the Regional Transportation Plan (RTP), which is the transportation system plan for the entire Portland metro region. This year Metro is requiring each city, county and transportation agency to submit an endorsement letter from elected officials along with the project list. Staff will highlight the transportation projects that are being recommended for inclusion in the 2023 RTP.
- 2. 6:00 p.m. (30 min) – Tualatin's Inclusion, Diversity, Equity, And Access (I.D.E.A.) Advisory Committee.** Members of the Equity Committee Planning Group presented their final report and recommendation to the City Council on the creation of the Tualatin Inclusion, Diversity, Equity, and Access (I.D.E.A.) Advisory Committee on November 28, 2022. The attached draft ordinance integrates the Equity Committee Planning Group's recommendations and the City's standard code language related to existing advisory

committees. Staff is looking for direction from the City Council on revisions to the draft ordinance before it is brought forward for adoption.

- 3. 6:30 p.m. (30 min) – Council Meeting Agenda Review, Communications, and Roundtable.** Council will review the agenda for the February 13 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 Introduction- Police Officer Austin Goldstein
2. Employee Promotion- Police Sergeant Kevin Miller
3. Ice Age Flood Materials Update

### **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 January 23, 2023.
2. Consideration of Approval of a Change in Liquor License Application for Azuki Sushi Bar
3. Consideration of Approval of a Change in Liquor License Application for Granny's Deli
4. Consideration of **Resolution No. 5669-23** Authorizing the City Manager to Execute a Purchase and Sale Agreement for the Acquisition of Real Property Located at 18615 SW Boones Ferry Road
5. Consideration of **Resolution No. 5670-23** Authorizing an Amendment to an Agreement with Otak, Inc. regarding the Pavement Maintenance Program
6. Consideration of **Resolution No. 5671-23** Authorizing the City Manager to Execute a Grant Agreement with the Oregon Institute of Technology; and Appropriating Special Purpose Revenues in the City's General Fund During the FY 2022-23 Budget

7. Consideration of **Resolution No. 5672-23** Increasing the Construction Contract Authorization Amount for the 2022 Neighborhood Traffic Safety Projects Phase 1, part of the Tualatin Moving Forward Program

## **Special Reports**

1. Council Education Series- Planning 101

## **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. Review of the City of Tualatin Council Rules

## **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:** Cody Field, Management Analyst II  
Mike McCarthy, City Engineer

**DATE:** February 13, 2023

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**SUBJECT:**

Review Tualatin's Transportation Project List for Metro's 2023 Regional Transportation Plan Update

**RECOMMENDATION:**

Staff recommends endorsement of the 2023 Regional Transportation Plan project list.

**EXECUTIVE SUMMARY:**

Every five years, Metro updates the Regional Transportation Plan (RTP). The RTP is essentially a transportation system plan for the entire Portland Metro Region. It guides investments for all forms of travel including driving, transit, biking, and walking. The plan identifies transportation needs and develops policies to ensure that the regional transportation system is safe, efficient, and equitable. Metro adopted the previous RTP in 2018.

A key component of the RTP is the list of regionally significant transportation projects. Development of this list requires coordination between nearly all public agencies operating in the region including the Oregon Department of Transportation (ODOT), TriMet, the counties, the local jurisdictions, and other transportation providers. In order to be eligible for Federal funding, a project must be on the RTP project list. Only projects from previously adopted plans or strategies may be submitted for inclusion in the RTP (e.g. a transportation system plan or master plan).

This year Metro is requiring each city, county and transportation agency to submit an endorsement letter from elected officials along with the project list. Formal action is not required; however, staff will present this list for consideration on the February 27<sup>th</sup> consent agenda. The purpose of this memorandum is to highlight the transportation projects staff are recommending for inclusion in the 2023 RTP.

Last September, Metro asked staff to develop a revenue projection, comprising all funding sources the City will have available for transportation projects through 2045. The funding sources were then divided into near-term (2023 – 2031) and long-term (2031 – 2045) periods. Staff anticipates receipt of revenue from the following sources: Washington County's Transportation Development Tax (TDT), fuel tax, and vehicle registration fee; Clackamas County's vehicle registration fee; an apportionment of the State gas tax; revenue from House Bill 2017; and the City's Parks System Development Charges (SDCs); road utility fee, Urban Renewal Districts, and the recently passed Parks Bond. In total, the city anticipates receiving \$35,933,914 during the near-term period, and \$117,666,221 during the long-term period. Washington County has incorporated these revenue



projections into a countywide total. The Washington County Coordinating Committee (WCCC) is responsible for ensuring that all transportation projects in the County fall within the cost targets established during the revenue projection process.

After developing the revenue projection, staff reviewed the 2018 RTP project list to determine which projects to move forward into the 2023 RTP. This step entailed removing previously completed projects, revising project scopes where necessary, re-evaluating project costs, and escalating project costs to account for inflation. Staff then arranged the projects into three categories: near-term financially constrained, long-term financially constrained, and strategic. The first two categories contain projects that the City will have funding to complete; whereas the strategic list comprises projects that do not fit within the City's budget, but are still of interest. Per Metro requirements, the financially constrained project lists must not exceed the revenue projection cost targets.

Upon approval from Council and from the WCCC, staff will submit the following projects to Metro for analysis:

Near-Term Financially Constrained Project List (2023 – 2030) – Total Cost = \$34,709,000

**Project Name:** Boones Ferry Rd (Tualatin-Sherwood Intersection)

**Description:** Improve traffic capacity through the addition of turn lanes and increased stacking distance on northbound or southbound Boones Ferry to Tualatin-Sherwood Road. Possible turn lanes on Tualatin-Sherwood, and possible side street closure intersecting Boones.

**Cost Estimate:** \$11,380,000

**Project Name:** Herman Rd (Cipole to 124<sup>th</sup> Ave)

**Description:** Reconstruction: Widen to 3-lanes from Cipole to 124<sup>th</sup>.

**Cost Estimate:** \$11,380,000

**Project Name:** Nyberg Creek Greenway Trail – East (65<sup>th</sup> to Martinazzi)

**Description:** Shared Use Path with boardwalk sections through wetland/natural areas. Trail will provide access to nature and jobs for communities of color, and English language learners. Includes grade-separated crossing under/over I-5.

**Cost Estimate:** \$5,121,000

**Project Name:** 65<sup>th</sup> Ave (Phase 1 – Tualatin River to I-205)

**Description:** To improve safety for residents and employees, add a share use path on one side of this roadway section. Include northbound right-turn lane on 65<sup>th</sup> at Borland.

**Cost Estimate:** \$6,828,000

Long Term Financially Constrained Project List (2031 – 2045) – Total Cost = \$116,005,100:

**Project Name:** Grahams Ferry Road (SW Ibach Road to Helenius Road)

**Description:** Upgrade SW Grahams Ferry Road to roadway standards between SW Ibach Road and Helenius Road.

**Cost Estimate:** \$13,016,000

**Project Name:** Myslony (112<sup>th</sup> to 124<sup>th</sup> Ave)

**Description:** Reconstruct/widen from 112<sup>th</sup> to 124<sup>th</sup> to fill system. Improve the intersection of 124<sup>th</sup> and Myslony.

**Cost Estimate:** \$8,135,000

**Project Name:** Boones Ferry Road (Norwood to I-5)

**Description:** Upgrade to urban standards and add sidewalks.

**Cost Estimate:** \$16,270,000

**Project Name:** Boones Ferry Road (Bridgeport Rd to Tualatin Rd)

**Description:** To improve safety for residents, employees and transit users: provide mid-block crossings, buffered bike lane or shared use path.

**Cost Estimate:** \$4,881,000

**Project Name:** Martinazzi (Warm Springs to Tualatin-Sherwood Rd)

**Description:** To improve safety for employees and residents, add bike lanes or other improvements for pedestrians, cyclists, and vehicle flow/safety on this section of roadway.

**Cost Estimate:** \$4,881,000

**Project Name:** Nyberg (I-5 on-ramp)

**Description:** Add an additional on-ramp lane for vehicles traveling westbound on SW Nyberg Street to I-5 northbound (northeast quadrant of the Nyberg Interchange). Reduce the pedestrian island and improve illumination to enhance safety.

**Cost Estimate:** \$5,369,100

**Project Name:** OR 99W Sidewalks (South City Limits to North City Limits)

**Description:** Install sidewalks on both sides of 99W from Cipole to Tualatin River.

**Cost Estimate:** \$3,254,000

**Project Name:** Teton (Tualatin Rd to Avery St)

**Description:** To improve safety and add active transportation improvements in an employment corridor: Widen Teton to three lanes and add bike lanes. Add right-turn lanes from NB Teton to WB T/S Road. Signalize the intersection of Teton/Tualatin Rd. Add SB turn-pocket at Teton/Avery and signalize intersection.

**Cost Estimate:** \$9,762,000

**Project Name:** Tualatin River Pathway

**Description:** Fill in system gaps from eastern city limits to western city limits.

**Cost Estimate:** \$8,135,000

**Project Name:** Norwood Street Sidewalks and Bike Lanes (Boones Ferry Rd to East City Limits)

**Description:** Add sidewalks and bike lanes, upgrade to urban standards.

**Cost Estimate:** \$4,881,000

**Project Name:** Helenius (109<sup>th</sup> to Grahams Ferry Rd)

**Description:** Upgrade to urban standards.

**Cost Estimate:** \$4,881,000

**Project Name:** Ice Age Tonquin Trail (Segment 17)

**Description:** Construct shared-use path consistent with Metro Ice Age Tonquin Trail Master Plan.

**Cost Estimate:** \$16,270,000

**Project Name:** Cipole Street Reconstruction (OR 99W to Tualatin-Sherwood Rd)  
**Description:** Reconstruct/widen to 3 lanes from 99W to Tualatin-Sherwood Road and include shared-use path for the Ice Age Tonquin Trail. The project or a portion of the project is outside the UGB.  
**Cost Estimate:** \$16,270,000

Strategic Project List – Total Cost = \$221,427,904

**Project Name:** Saum Creek Greenway (Sagert to Tualatin River)  
**Description:** Construct a shared-use path.  
**Cost Estimate:** \$5,169,478

**Project Name:** 108th Avenue Pedestrian Bridge (Tualatin River Greenway Trail - South Bank of the Tualatin River to Tualatin River Greenway Trail - North Bank of the Tualatin River)  
**Description:** Pedestrian/bike bridge over Tualatin River and connecting paths.  
**Cost Estimate:** \$18,222,400

**Project Name:** Boones Ferry Rd (Martinazzi Ave to Lower Boones Ferry Rd)  
**Description:** Reconstruction/widen to 5-lanes from Martinazzi to Lower Boones Ferry Road  
**Cost Estimate:** \$16,270,000

**Project Name:** I-5 Path (Lower Boones Ferry Rd to Norwood Rd)  
**Description:** Construct shared-use path parallel to I-5.  
**Cost Estimate:** \$34,167,000

**Project Name:** Ice Age Tonquin Trail (Segments 18 & 19)  
**Description:** Construct shared-use path consistent with Metro Ice Age Tonquin Trail Master Plan.  
**Cost Estimate:** \$36,607,500

**Project Name:** Ice Age Tonquin Trail (Segments 12 & 13)  
**Description:** Construct shared-use path consistent with Metro Ice Age Tonquin Trail Master Plan. The project or a portion of the project is outside the designated urban growth boundary.  
**Cost Estimate:** \$35,387,320

**Project Name:** Nyberg Road Bike Lanes (Tualatin-Sherwood Rd to 65<sup>th</sup> Ave)  
**Description:** Add bike lanes on Nyberg from Tualatin-Sherwood to 65<sup>th</sup>  
**Cost Estimate:** \$8,135,000

**Project Name:** 65<sup>th</sup> Ave (Phase 2 – Tualatin River to I-205)  
**Description:** Widen to 5 lanes  
**Cost Estimate:** \$24,405,000

**Project Name:** Sagert St  
**Description:** To improve safety for residents and employees, add sidewalks on I-5 Bridge overpass.  
**Cost Estimate:** \$8,135,000

**Project Name:** Westside Trail Pedestrian and Bicycle Bridge (Cipole Rd to North of Tualatin River)

**Description:** Multi-use trail and bridge over the Tualatin River connecting Westside Trail and Ice Age Tonquin Trail. The project or a portion of the project is outside the designated urban growth boundary.

**Cost Estimate:** \$20,706,362

**Project Name:** Borland Road (65th Ave to Tualatin City Limits)

**Description:** Upgrade to urban standards and fill sidewalk gaps. The project or a portion of the project is outside the designated urban growth boundary as of March 2014. Project includes PE, ROW, Environmental and Construction. Add paved shoulders and turn lanes at major intersections.

**Cost Estimate:** \$8,135,000

**Project Name:** McEwan Road (65<sup>th</sup> Ave to City Limits with Lake Oswego)

**Description:** Complete street project building sidewalks, planter strips, bike lanes, center turn lane, street lights, and storm drainage.

**Cost Estimate:** \$6,087,844

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**ATTACHMENTS:**

- PowerPoint Presentation

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# Tualatin

## 2023 Regional Transportation Plan – Project List



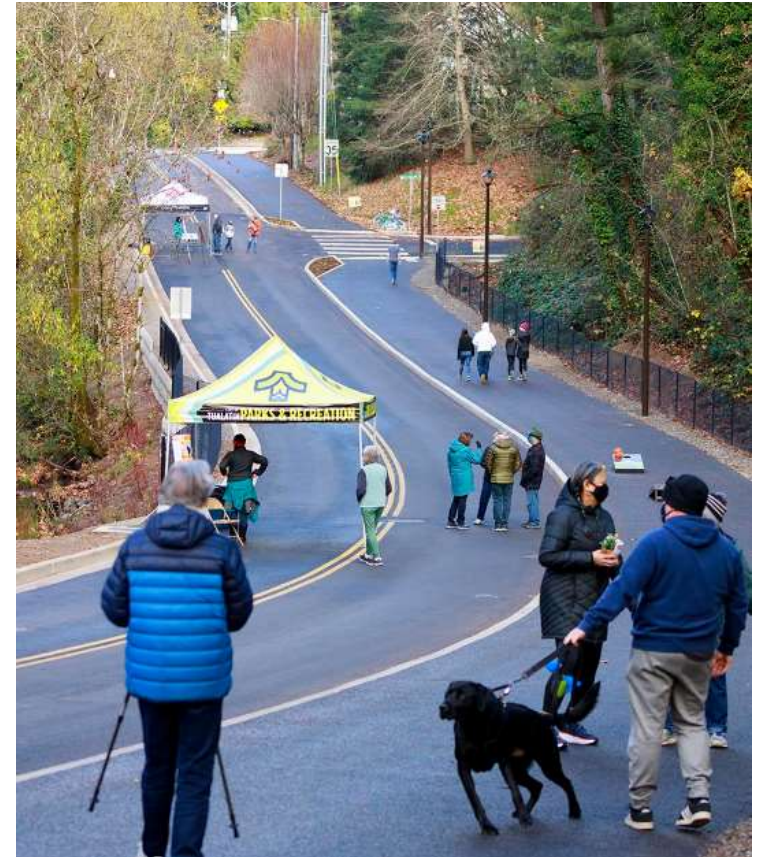
**City Council Meeting – February 13<sup>th</sup>, 2023**



CITY OF  
**TUALATIN** OREGON

# Presentation Overview

- Regional Transportation Plan Overview
- Call for Projects Process
- Review 2023 Project List
- Recommendation
- Questions?



# Regional Transportation Plan Overview

- Oregon Metro updates the Regional Transportation Plan (RTP) every five years. The last update was adopted in 2018.
- The RTP guides investments in all forms of travel throughout the region:
  - Driving
  - Transit
  - Biking
  - Walking
- The plan consists of:
  - A long-term vision for the regions transportation system
  - Goals, performance targets, and outcomes
  - Policies, strategies, and financial plans.



# Call for Projects Process

- The RTP includes a list of transportation investment priorities (i.e. the project list)
- Cities, counties, and transportation providers work together through coordinating committees to identify and prioritize projects.
- Projects in the RTP are eligible for Federal Funding
- RTP eligible projects must:
  - Be located on the regional system and within the MPA boundary.
  - Help achieve RTP vision, goals, targets, and policies
  - Come from adopted plans or strategies (e.g. a TSP)
  - Cost at least \$2 million or be bundled with like projects



# Call for Projects Process, Cont'd

- Last September, staff developed a revenue projection comprising the available funding sources for transportation projects:
  - Washington County: Transportation Development Tax (TDT), Fuel Tax, Vehicle Registration Fee.
  - Clackamas County: Vehicle Registration Fee
  - State of Oregon: gas tax apportionment, House Bill 2017
  - City of Tualatin: Parks System Development Charges, Parks Bond, Road Utility Fee, Urban Renewal Districts.
- Totals were calculated for two time periods:
  - Near-term (2024 – 2030)
  - Long-term (2031 – 2045)

# Revenue Projections:

	<u>2024 - 2030</u>	<u>2031 - 2045</u>
Washington Co. TDT	12,889,056	40,255,870
State Apportionment	3,739,659	10,216,253
Washington Co. Fuel Tax	28,871	65,637
Washington Co. VRF	324,394	767,580
Clackamas Co. VRF	520,017	1,552,532
HB 2017	4,981,659	12,034,811
Park SDC	1,944,852	3,642,761
Urban Renewal	7,005,408	48,131,046
Parks Bond	4,500,000	-
<b>TOTAL:</b>	<b>\$35,933,914</b>	<b>\$117,666,221</b>

# Call for Projects Process, Cont'd

- Washington County circulated the 2018 RTP project list for review in December.
- Staff updated the list by removing previously completed projects, revising project scopes, and adjusting cost estimates.
- The projects were arranged into three categories:
  - Near-term Financially Constrained (2024 – 2030)
  - Long-term Financially Constrained (2031 – 2045)
  - Strategic
- Per Metro requirements, the financially constrained project lists cannot exceed the revenue projection cost targets.



# 2023 Project List

- **Near Term Financially Constrained (2024 – 2030)**

- Boones Ferry Rd (Tualatin-Sherwood Intersection)  
Cost Estimate = \$11,380,000
- Herman Rd (Cipole to 124<sup>th</sup> Ave.)  
Cost Estimate = \$11,380,000
- Nyberg Creek Greenway Trail East (65<sup>th</sup> Ave to Martinazzi Ave)  
Cost Estimate = \$5,121,000
- 65<sup>th</sup> Ave Phase 1 (Tualatin River to I-205)  
Cost Estimate = \$6,828,000

**TOTAL: \$34,709,000**

# 2023 Project List, Cont'd

- Long Term Financially Constrained (2031 – 2045)
  - Grahams Ferry Rd (SW Ibach Rd to Helenius Rd)  
Cost Estimate = \$13,016,000
  - Myslony St (112<sup>th</sup> Ave to 124<sup>th</sup> Ave)  
Cost Estimate = \$8,135,000
  - Boones Ferry Rd (Norwood to I-5)  
Cost Estimate = \$16,270,000
  - Boones Ferry Rd (Bridgeport Rd to SW Tualatin Rd)  
Cost Estimate = \$4,881,000
  - Martinazzi Ave (Warm Springs to Tualatin-Sherwood Rd)  
Cost Estimate = \$4,881,000

# 2023 Project List, Cont'd

- Long Term Financially Constrained (2031 – 2045)
  - Nyberg St (I-5 on-ramp)  
Cost Estimate = \$5,369,100
  - OR 99W Sidewalks (S. City Limits to N. City Limits)  
Cost Estimate = \$3,254,000
  - Teton Ave (Tualatin Rd to Avery St)  
Cost Estimate = \$9,762,000
  - Tualatin River Pathway  
Cost Estimate = \$8,135,000
  - Norwood Street Sidewalks and Bike Lanes (Boones Ferry Rd to East City Limits)  
Cost Estimate = \$4,881,000



# 2023 Project List, Cont'd

- Long Term Financially Constrained (2031 – 2045)
  - Helenius St (109th to Grahams Ferry Rd)  
Cost Estimate = \$4,881,000
  - Ice Age Tonquin Trail (Segment 17)  
Cost Estimate = \$16,270,000
  - Cipole St Reconstruction (OR 99W to Tualatin-Sherwood Rd)  
Cost Estimate = \$16,270,000

**TOTAL: \$116,005,100**

# 2023 Project List, Cont'd

- **Strategic List**

- Saum Creek Greenway (Sagert St to Tualatin River)  
Cost Estimate = \$5,169,478
- 108<sup>th</sup> Ave Pedestrian Bridge (Tualatin River Greenway Trail – South Bank of the Tualatin River to North Bank of the Tualatin River)  
Cost Estimate = \$18,222,400
- Boones Ferry Rd (Martinazzi Ave to Lower Boones Ferry Rd)  
Cost Estimate = \$16,270,000
- I-5 Path (Lower Boones Ferry Rd to Norwood Rd)  
Cost Estimate = \$34,167,000

# 2023 Project List, Cont'd

- **Strategic List**

- Ice Age Tonquin Trail (Segments 18 & 19)  
Cost Estimate = \$36,607,500
- Ice Age Tonquin Trail (Segments 12 & 13)  
Cost Estimate = \$35,387,320
- Nyberg Rd Bike Lanes (Tualatin-Sherwood Rd to 65<sup>th</sup> Ave)  
Cost Estimate = \$8,135,000
- 65<sup>th</sup> Ave (Phase 2 – Tualatin River to I-205)  
Cost Estimate = \$24,405,000
- Sagert St (I-5 Bridge Overpass)  
Cost Estimate = \$8,135,000

# 2023 Project List, Cont'd

- **Strategic List**

- Westside Trail Pedestrian and Bicycle Bridge (Cipole Rd to North of Tualatin River)  
Cost Estimate = \$20,706,362
- Borland Rd (65<sup>th</sup> Ave to Tualatin City Limits)  
Cost Estimate = \$8,135,000
- McEwan Rd (65<sup>th</sup> Ave to City Limits with Lake Oswego)  
Cost Estimate = \$6,087,844

**TOTAL: \$221,427,904**



# Staff Recommendation:

Staff recommend approval of the 2023 RTP Project list by resolution on the consent agenda at the February 27<sup>th</sup> City Council Meeting.

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Upon approval, staff will draft an endorsement letter for signature by Council to be submitted to Metro by the May 24<sup>th</sup> deadline.

QUESTIONS?





City of Tualatin

## CITY OF TUALATIN Staff Report

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

**THROUGH:** Sherilyn Lombos, City Manager

**FROM:** Betsy Rodriguez Ruef, Community Engagement Coordinator  
Megan George, Deputy City Manager

**DATE:** February 13, 2023

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### **SUBJECT:**

Creation of the Tualatin Inclusion, Diversity, Equity, and Access (I.D.E.A.) Advisory Committee

### **EXECUTIVE SUMMARY:**

Members of the Equity Committee Planning Group presented the ad hoc group's final report and recommendation to the City Council on the creation of the Tualatin Inclusion, Diversity, Equity, and Access (I.D.E.A.) Advisory Committee on November 28, 2022. The report included recommendations on the name of the committee, number of members, composition of membership, committee positions, and powers and duties of the committee.

The attached draft ordinance integrates the Equity Committee Planning Group's recommendations (see attached Equity Committee Planning Group Final Report) and the City's standard code language related to existing advisory committees, which include the Tualatin Planning Commission, Parks Advisory Committee, Core Area Parking District Board, Library Advisory Committee, Arts Advisory Committee, and the Architectural Review Board.

Staff is looking for direction from the City Council on revisions to the draft ordinance before it is brought forward for adoption.

### **BACKGROUND:**

The idea for this initiative began with the Council Committee on Advisory Appointments (CCAA), which, at the time, included Councilors Bridget Brooks, Valerie Pratt, and Maria Reyes. The CCAA met on July 6, 2021 to review information on other cities' committees dedicated to issues of diversity, equity, and inclusion as well as refine their recommendation to the City Council.

On [October 11, 2021](#), the CCAA recommended the City Council create and appoint community representatives to serve on an ad hoc committee with the initial assignment of refining the scope of work for a permanent committee on this topic. They suggested the ad hoc committee consider building and strengthening relationships with the community as well as lowering the barrier to public participation in City government as primary objectives of the permanent committee. The City Council directed staff to begin putting together the ad hoc committee and assigned Councilors Cyndy Hillier and Christen Sacco to serve as liaisons.

Recruitment for the Equity Committee Planning Group began in February 2022, using a variety of tactics including print and digital advertising, social media posts and videos, individual and group outreach, and more. In total, 33 people submitted applications to serve on the Planning Group. The



CCAA conducted interviews in April 2022 and the City Council appointed 15 individuals to the Planning Group on [May 9, 2022](#).

The Planning Group met six times between June and November 2022 ([June 7](#), [July 12](#), [August 16](#), [September 13](#), [October 4](#), and [November 1](#)). Meetings were compliant with public meetings law and included an agenda distributed in advance and the preparation of minutes following the meeting. All meetings were held primarily in person, although a virtual option was made available for those unable to attend in person.

As stated previously, the Planning Group presented their recommendation to the City Council on [November 28, 2022](#).

**OUTCOMES OF DECISION:**

Staff will incorporate the City Council's feedback into the draft ordinance and bring it back for adoption at an upcoming meeting.

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**ATTACHMENTS:**

- Presentation
- Ordinance Draft
- Equity Committee Planning Group Final Report



Creation of the Tualatin Inclusion,  
Diversity, Equity, and Access (I.D.E.A.)  
Advisory Committee

February 13, 2023 | City Council Meeting

# Vision

The City Council's 2030 Vision is for Tualatin to be an inclusive community that promotes equity, diversity, and access in creating a meaningful quality of life for everyone.

# Strategy

Create an advisory committee focused on matters of diversity, equity, and inclusion.

# Action

Create an ad hoc committee to help build the structure of the permanent committee by reviewing data about the community and City Council initiatives, by sharing group members' lived experiences, and by participating in engaging discussions.



# Timeline



# Equity Committee Planning Group Recruitment

## Recruitment Highlights

- Social Media
- In-person marketing
- Networks & City Partners
- Tualatin Life Article



**Get Involved!**

 Equity Committee  
Planning Group

**YOU CAN HELP TUALATIN BUILD A SUCCESSFUL EQUITY COMMITTEE!**

**APPLY NOW**

This group will help build the structure of the permanent Tualatin Equity Committee. The group will meet six times in the evening for two hours with the goal of recommending membership, meeting format, and responsibilities.

For more information visit our website  
[www.tualatinoregon.gov/citycouncil/equity-committee-planning-group](http://www.tualatinoregon.gov/citycouncil/equity-committee-planning-group)

**APPLICATIONS DUE MARCH 11**

Questions? Betsy Rodriguez Ruel  
[bruel@tualatin.gov](mailto:bruel@tualatin.gov) or 971-645-1723 (call or text)



# Equity Committee Planning Group Meetings

- June 7
- July 12
- August 16
- September 13
- October 4
- November 1



# Equity Committee Planning Group Recommendation

- Name of Committee
- Number of Members
- Composition of Membership
- Committee Positions
- Powers and Duties





# Ordinance Outline

Section 1. Establishment of Committee

Section 2. Membership of Committee

Section 3. Organization of Committee

Section 4. Meetings, quorum requirements, rules

Section 5. Expenditure of Funds

Section 6. Powers and Duties

Section 7. Annual Report of the Committee



# Section 1. Establishment of Committee

The Tualatin Inclusion, Diversity, Equity, and Access Advisory Committee is established and created to act in an advisory capacity about how the City may build and strengthen relationships with the community as well as lower barriers to public participation in City government.



## Section 2. Membership of Committee (1/3)

- (1) The City Council shall appoint committee members. The committee shall consist of nine to thirteen members who shall be appointed for three-year terms or until their successors are appointed, except as provided in subsection (3) of this section. Of the initial members who are appointed, term lengths shall be staggered as determined by the City Council. A member may be reappointed to the Committee for additional terms at the discretion of the City Council.
- (2) The City Council shall appoint no more than two members who reside outside of the City limits.



## Section 2. Membership of Committee (2/3)

- (3) The City Council may appoint one high school-aged youth member. A member appointed under this provision shall serve a one-year term that may be renewed for one additional year.
- (4) In appointing members to the committee, the City Council shall seek to appoint members from a diversity of backgrounds, including cultural diversity, and experiences so that as many viewpoints as possible may be provided in furtherance of the committee's work. Recruitment efforts should include specific outreach to members of the BIPOC and LGBTQIA+ communities, the aging population, persons with differing abilities, and other underrepresented groups to achieve this goal. Persons not mentioned in this description are invited and encouraged to apply.



## Section 2. Membership of Committee (3/3)

- (5) A committee member may obtain an excused absence by contacting one of the co-chairs or the staff liaison of the committee prior to a scheduled meeting.
- (6) Each committee member serves at the discretion of the City Council and may be removed by the City Council for any reason.
- (7) The City Council shall fill any vacancy on the committee for the unexpired term of the member creating the vacancy.



## Section 3. Organization of Committee (1/2)

- (1) The committee shall elect two co-chairs at the first meeting of every calendar year. To the extent possible, committee members shall consider appointing members to the offices of co-chair who have different tenure with the committee.
- (2) If the offices of one or both of the co-chairs become vacant, the committee shall conduct a special election to fulfil the unexpired term of the chair(s).
- (3) The committee may appoint a secretary from within the committee's membership to support the co-chairs and staff liaison with onboarding, record keeping, and other administrative tasks.



## Section 3. Organization of Committee (2/2)

- (4) The City Council shall appoint one member of their body as an ex officio member to the committee. Except as otherwise provided, such ex officio member shall be treated as a committee member, i.e., by receiving a copy of the agenda, and by having the rights of full participation in the committee's discussion. The ex officio member shall not be counted for purposes of establishing a quorum for the conduct of committee business and shall not be permitted to vote on motions or other action taken by regular committee members.
- (5) The City Manager or the Manager's designee shall serve as staff liaison to the committee. The staff liaison shall keep an accurate record of all committee proceedings and shall file a report of the proceedings with the City Recorder within 30-days of such proceedings.



# Section 4. Meetings, Quorum Requirements, Rules

A majority of the currently appointed members of the committee shall constitute a quorum. Not less than a quorum of the committee may transact any business or conduct any proceedings before the committee. The committee may adopt and amend rules and regulations to govern committee policy and procedures to implement this ordinance. The committee shall establish regular meeting dates and meeting locations at the first meeting of each calendar year. All meetings are open to the public.





# Section 5. Expenditure of Funds

The committee shall obtain approval of the City Council during the annual budget process or by motion or resolution stating the purpose of such expenditure before expending or obligating funds on behalf of the City.



# Section 6. Powers and Duties (1/2)

- (1) Provide advice to the City Council by conducting research, including engaging with a range of community members and groups, to identify areas of opportunity to increase equity, inclusion, diversity, access, and belonging in Tualatin.
- (2) Recommend goals, objectives, and methods for the City to use to measure progress towards achieving greater equity, inclusion, diversity, access, and belonging in Tualatin.
- (3) Review practices and procedures to make recommendations on how to remove or lessen barriers to public participation in City government.



## Section 6. Powers and Duties (2/2)

- (4) Recommend policies and procedures for the City to further empower people to connect with City elected and appointed officials and staff.
- (5) Make recommendations to the City Council regarding issues of equity, inclusion, diversity, access, and belonging.



# Section 7. Annual Report of the Committee

No later than December 31 of each year, the committee shall file its annual report with the City Council. The annual report shall include a summary of the committee's activities during the preceding year and other matters and recommendations the committee deems appropriate for the City Council.



# Next Steps



CITY OF TUALATIN  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE CREATING THE TUALATIN INCLUSION, DIVERSITY, EQUITY, AND ACCESS ADVISORY COMMITTEE, AND DEFINING ITS SCOPE OF AUTHORITY, DUTIES, MEMBERSHIP.

WHEREAS, the City Council's 2030 Vision is to be an inclusive community that promotes equity, diversity, and access in creating a meaningful quality of life for everyone and to be a connected, informed, and civically engaged community that embraces our City's diversity; and

WHEREAS, the City Council created the Equity Committee Planning Group to advise on the structure of a permanent committee dedicated to issues of equity, diversity, and inclusion; and

WHEREAS, the City Council received thirty-three applications from community members and appointed fifteen people to serve on the Equity Committee Planning Group on May 9, 2022; and

WHEREAS, the Equity Committee Planning Group met six times between June and November 2022 and provided their final report and recommendation to the City Council on November 28, 2022.

NOW THEREFORE, THE CITY OF TUALATIN ORDAINS AS FOLLOWS:

Section 1. Establishment of Committee. The Tualatin Inclusion, Diversity, Equity, and Access Advisory Committee is established and created to act in an advisory capacity about how the City may build and strengthen relationships with the community as well as lower barriers to public participation in City government.

Section 2. Membership of Committee.

- (1) The City Council shall appoint committee members. The committee shall consist of nine to thirteen members who shall be appointed for three-year terms or until their successors are appointed, except as provided in subsection (3) of this section. Of the initial members who are appointed, term lengths shall be staggered as determined by the City Council. A member may be reappointed to the Committee for additional terms at the discretion of the City Council.
- (2) The City Council shall appoint no more than two members who reside outside of the City limits.
- (3) The City Council may appoint one high school-aged youth member. A member appointed under this provision shall serve a one-year term that may be renewed for one additional year.
- (4) In appointing members to the committee, the City Council shall seek to appoint members from a diversity of backgrounds, including cultural diversity, and experiences so that as many viewpoints as possible may be provided in furtherance of the committee's work. Recruitment efforts should include specific outreach to members of the BIPOC and LGBTQIA+ communities, the aging population, persons with differing abilities, and other underrepresented groups to achieve this goal. Persons not mentioned in this description are invited and encouraged to apply.

Ordinance No. \_\_\_\_\_

- (5) A committee member may obtain an excused absence by contacting one of the co-chairs or the staff liaison of the committee prior to a scheduled meeting.
- (6) Each committee member serves at the discretion of the City Council and may be removed by the City Council for any reason.
- (7) The City Council shall fill any vacancy on the committee for the unexpired term of the member creating the vacancy.

Section 3. Organization of Committee.

- (1) The committee shall elect two co-chairs at the first meeting of each calendar year. To the extent possible, committee members shall consider appointing members to the offices of co-chair who have different tenure with the committee.
- (2) If the offices of one or both of the co-chairs become vacant, the committee shall conduct a special election to fulfil the unexpired term of the chair(s).
- (3) The committee may appoint a secretary from within the committee's membership to support the co-chairs and staff liaison with onboarding, record keeping, and other administrative tasks.
- (4) The City Council shall appoint one member of their body as an ex officio member to the committee. Except as otherwise provided, such ex officio member shall be treated as a committee member, i.e., by receiving a copy of the agenda, and by having the rights of full participation in the committee's discussion. The ex officio member shall not be counted for purposes of establishing a quorum for the conduct of committee business and shall not be permitted to vote on motions or other action taken by regular committee members.
- (5) The City Manager or the Manager's designee shall serve as staff liaison to the committee. The staff liaison shall keep an accurate record of all committee proceedings and shall file a report of the proceedings with the City Recorder within 30-days of such proceedings.

Section 4. Meetings, Quorum Requirements, Rules. A majority of the currently appointed members of the committee shall constitute a quorum. Not less than a quorum of the committee may transact any business or conduct any proceedings before the committee. The committee may adopt and amend rules and regulations to govern committee policy and procedures to implement this ordinance. The committee shall establish regular meeting dates and meeting locations at the first meeting of each calendar year. All meetings are open to the public.

Section 5. Expenditure of Funds. The committee shall obtain approval of the City Council during the annual budget process or by motion or resolution stating the purpose of such expenditure before expending or obligating funds on behalf of the City.

Section 6. Powers and Duties. The committee shall have the following powers and duties in addition to those otherwise granted by the City Council:

- (1) Provide advice to the City Council by conducting research, including engaging with a range of community members and groups, to identify areas of opportunity to increase equity, inclusion, diversity, access, and belonging in Tualatin.
- (2) Recommend goals, objectives, and methods for the City to use to measure progress towards achieving greater equity, inclusion, diversity, access, and belonging in Tualatin.

- (3) Review practices and procedures to make recommendations on how to remove or lessen barriers to public participation in City government.
- (4) Recommend policies and procedures for the City to further empower people to connect with City elected and appointed officials and staff.
- (5) Make recommendations to the City Council regarding issues of equity, inclusion, diversity, access, and belonging.

Section 7. Annual Report of the Committee. No later than December 31 of each year, the committee shall file its annual report with the City Council. The annual report shall include a summary of the committee's activities during the preceding year and other matters and recommendations the committee deems appropriate for the City Council.

Introduced and adopted this \_\_\_\_\_.

City of Tualatin, Oregon

By \_\_\_\_\_

Mayor

ATTEST:

By \_\_\_\_\_

City Recorder

Ordinance No. \_\_\_\_\_





# **Equity Committee Planning Group**

## Final Report



## Introduction

The City Council appointed fifteen people to serve on the ad hoc Equity Committee Planning Group on May 9, 2022. The planning group met six times between June and November 2022. This report summarizes their work including a recommendation on the creation of a permanent committee dedicated to issues of diversity, equity, inclusion, and access in the community.

The following individuals served on the planning group:

- Glendora Claybrooks
- Stacey Dolezal
- Jennifer Eidson
- Rio Espinosa
- Rachel Greenough
- Cyndy Hillier, Co-Chair
- Valerie Holt
- Lusi Hong
- Shannon Huggins
- Mike Mata
- Maria Nguyen
- Sharon Noell
- Bryan Ortiz
- BJ Park
- Christen Sacco, Co-Chair
- Shane Skinner
- Isabella Raymond

## Purpose

As determined by the City Council, the purpose of the Equity Committee Planning Group was to help build the structure of the permanent committee by reviewing data about the community and City Council initiatives, by sharing group members' lived experiences, and by participating in engaging discussions.

## Planning Group Process

The planning group met monthly beginning in June 2022. Meetings were compliant with public meetings law and included an agenda distributed in advance and the preparation of minutes following the meeting. All meetings were held primarily in person, although a virtual option was made available for those unable to attend in person.

The agendas are summarized below and meeting minutes are attached.

### Session 1

The first session occurred on June 7, 2022, at the Juanita Pohl Center. In this meeting, planning group members participated in a getting to know you activity, set ground rules, and discussed their motivations for joining the committee. In addition, City Manager Sherilyn Lombos presented information on the community derived from the Census and 2020 Tualatin Community Survey.

## Session 2

The second session occurred on July 12, 2022, at Tualatin City Services. In this meeting, planning group members reviewed and adopted the ground rules, received a presentation from Deputy City Manager Megan George highlighting examples of other equity committees, and engaged with representatives from the cities of Wilsonville, Lake Oswego, and Beaverton regarding their equity committees.

## Session 3

The third session occurred on August 16, 2022, at Tualatin City Services. In this meeting, individuals had the option to present on their personal research into other equity committees. They then broke into small groups to discuss the components of the final deliverable and synthesize their thoughts into a presentation summarizing the group's discussion.

## Session 4

The fourth session occurred on September 13, 2022, at Tualatin City Services. In this meeting, small groups continued preparing before presenting their materials to the larger group. Using chart paper, planning group members then reflected on each group's recommendation to identify commonalities and areas of agreement.

## Session 5

The fifth session occurred on October 4, 2022, at Tualatin City Services. In this meeting, each small group was assigned one of the components to facilitate a conversation about and seek the group's consensus. There was not enough time to reach consensus at this meeting on all components and so planning group members agreed to schedule an additional session.

## Session 6

The sixth and final session occurred on November 1, 2022, at Tualatin City Services. In this meeting, planning group members brainstormed possible areas of focus for the permanent committee, and identified barriers to participation for some and strategies to address those barriers. The group then reviewed the decisions made at the previous meeting before finalizing the recommendation to the City Council.

## Recommendation

Title Eleven of the Tualatin Municipal Code is dedicated to city committees and boards. With some variation, each chapter of this section follows a similar format and includes many standard provisions. For example, existing code language defines quorum to mean, "A majority of the Committee shall constitute a quorum." Therefore, the efforts of the planning group did not encompass the entirety of what would be included in the Tualatin Municipal Code.

After several rounds of brainstorming and discussion, the planning group recommends the City Council include the following specifics in the final code language and creation of the permanent committee.

### **Name of Committee**

The planning group recommends the name of the permanent committee be *Tualatin Inclusion, Diversity, Equity, and Access Committee*. In shorthand, the committee could be referred to as the *I.D.E.A. Committee*.

### **Number of Members**

The planning group recommends the City Council appoint nine to thirteen members to serve three-year terms on the committee, at the recommendation of the Council Committee on Advisory Appointments. To achieve staggered terms, several initial appointments should be made for shorter terms.

### **Composition of Membership**

The planning group recommends the committee membership include one voting youth member (high school aged) that will count towards the total number of committee members. The planning group also recommends the number of members who reside outside of city limits be limited to no more than two. In addition, they recommend a member of the City Council be appointed as a non-voting liaison to the committee to ensure an open line of communication and support.

Finally, the planning group discussed additional eligibility requirements to ensure a diverse membership. In this instance, the planning group recommends specific language for code adoption.

In appointing members to the committee, the council shall seek to appoint members from a diversity of backgrounds, including cultural diversity, and experiences so that as many viewpoints as possible may be provided in furtherance of the committee's work. Recruitment efforts should include specific outreach to members of the BIPOC and LGBTQIA+ communities, the aging population, persons with differing abilities, and other underrepresented groups to achieve this goal. Persons not mentioned in this description are also invited and encouraged to apply.

### **Committee Positions**

The planning group recommends the committee appoint two co-chairs on an annual basis. To the extent possible, committee members should consider appointing members to leadership roles who have different term lengths and/or experience with the committee so that there is a progression of leadership.

In addition, the planning group discussed creating a secretary position that would support the co-chairs and appointed staff liaison with onboarding, record keeping, and reviewing minutes. They suggest this position be appointed as needed, rather than as a permanent leadership position.

Finally, the planning group also recommends that the committee appoint task force leaders from within the committee to lead special efforts, as needed. Representatives from nonprofit organizations and subject matter experts (like representatives from public safety) could be invited to attend and participate in these efforts as well.

### **Powers and Duties of Committee**

The planning group recommends the following powers and duties be considered for the committee:

- Research to identify and increase areas of opportunity
- Increase access
- Establish goals and objectives
- Measure success towards accomplishing established goals and objectives
- Engage with the community

### **Areas of Focus**

While the purpose of the planning group was to advise on the structure of the permanent committee, time was also allocated to brainstorm possible areas of focus for the permanent committee. The following is a result of several brainstorming sessions and has not been edited, prioritized, or discussed at length by the planning group.

- Affordable housing for BIPOC community
- Land acknowledgment
- Multicultural center
- Food carts (multicultural foods/gathering place)
- Library cultural events
- Diversity employment at the city/blind hiring policy
- Breakdown barriers for employment services for participation in government (resume writing services)
- Other to include equity topics (w/ subcommittees to address)
  - Race
  - Income
  - Houselessness
  - Varying physical/mental abilities
- Influence policy training, transparency: City matters

- Core values to create & direct subcommittee
- Have objectives and measure the objectives
- Funding for research
- Partner with non-profit
- Seek opportunity to partner with organizations doing similar work
- Grants/funding
- Educate the general population and sub-populations because everyone comes from somewhere (Example: Wilsonville's Civic Academy)
- English as a second language courses for people who want to get more involved
- Financial compensation for people who want to get involved
- City's Human Resources policies – identify barriers starts with human resources
- Land Acknowledgement
- Education on how to say the names of parks and other places
- Multicultural center – a gathering place with food, a place they can read public information about the city. A place we can put all these practices together
- Provide childcare for participants
- Tap into students who are not going to college and prepare them for the trades
- Accessibility – sign language interpreters, close captioning council meetings
- Making Tualatin more immigrant friendly – English conversation nights
- English second language classes and checking on existing classes/programs to make sure they are well enough resourced
- How the city works – for example how a bond comes from property taxes
- Research areas – how do people feel part of the community or not
- With schools – how to get more diverse voices into schools, which is really important for students to see in the community
- Language and life experience exchanges in a safe environment
- Education about mental health issues related to people not being allowed to be or valued for who they are. Statistics don't lie
- Tualatin Council may desire a peaceful coalition of it many citizens in order to further the safety and success of the City. This may well be supported by exhibiting/teaching/modeling an understanding that many cultural groups in America are made up of many other subcultures. The City should make part of this Committee's duties completion/oversight of measurement of the cultures present in its citizens. Further, the advancement of diversity practices in its staff should also be related to the duties of this Committee. Thus, the growth in City practices and its programs can be planned in conjunction with one another.

## Barriers to Participation and Strategies

As with the previous section, time was allocated to brainstorm barriers to participation and possible strategies to address those barriers. Again, the list was not edited, prioritized, or discussed at length by the planning group.

Barriers	Strategies
Not being specific enough so people know they can be included	Be specific to include people
Transportation	<p>Someone assigned to oversee transportation aspect. Contact so-and-so if you need a way to get to the meeting</p> <p>Collect resources that are available for people to get to places</p> <p>Stipend for uber or lyft credit to eliminate transportation barrier</p> <p>Extending hours of Ride Connection</p>
Trust	
Childcare needs	Provide childcare
Second job conflict	Pay a stipend
Assurance all ages are welcome	
Understanding the need, being able to express input	Make information available online. Be transparent about what the committee is working on
Feeling intimidated for any number of reasons	<p>Language access</p> <p>Outreach events within communities, not just online ad. Tent or go out to community and explain what the goal is</p> <p>Materials need to be diverse and accessible</p> <p>Creating a short video with people who represent every type of person, young, later in life, people of color, ESL w/ translator, etc. and all are encouraged to apply</p>
Digital access	
People who are abrasive, bullies, people with agenda. Am I going to be called racist all day?	Process to remove people from the permanent equity committee. Rules about this

	<p>Recording all meetings. Video and audio taped. Important for transparency. This will also help keep people accountable. Public records</p> <p>Include rules that can be used when needed</p> <p>Education about how it is okay to feel uncomfortable</p> <p>Sensitivity and awareness training</p>
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Conclusion

The planning group would also like the City Council to consider future updates to the code language based on feedback from the permanent committee. For example, terms like “BIPOC” and “LGBTQIA+” are commonly used today, but they replaced other terms that were deemed less relevant by today’s standards. As time and learning progresses, it may be necessary to update language like this.



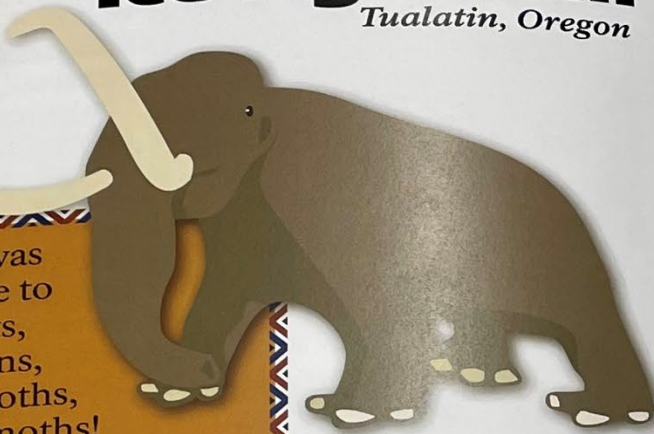
# Become a Junior Park Ranger at Tualatin Library

In partnership with the National Parks Service, visitors can learn about the Ice Age Floods National Geologic Trail and earn a Junior Ranger badge!



## Tualatin Ice Age Trail

Tualatin, Oregon



Tualatin was once home to elephants, mastodons, ground sloths, and mammoths! The Tualatin Library has a **13,000-year-old mastodon skeleton**. Be sure to check it out!

The Tualatin Ice Age Trail includes

**Tualatin Heritage Center  
Tualatin Public Library  
Community Park  
Visitor Information Center & Commons**

plus at least seven more!

The Library is a great starting point. They'll be able to direct you to other spots. The trail provides lots of information about Tualatin's prehistoric inhabitants and the Ice Age Floods.

Try to hit at least three stops, and complete three activities from the trail!

Check out the books and fossils they have on library.

...mastodon

# MEGAFLOOD ADVENTURE



**Junior Ranger**  
ACTIVITY BOOK



ICE AGE FLOODS  
NATIONAL GEOLOGIC TRAIL



# Ice Age Collection

This new collection pulls together children's and adult's books, DVDs, and local driving guides related to the Ice Age.





*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:** February 6, 2023

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**SUBJECT:**

Consideration of Approval of the Work Session and Regular Meeting Minutes of January 23, 2023.

**RECOMMENDATION:**

Staff respectfully recommends the Council adopt the attached minutes.

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**ATTACHMENTS:**

- City Council Work Session Meeting Minutes of January 23, 2023
- City Council Regular Meeting Minutes of January 23, 2023





## OFFICIAL MINUTES OF THE TUALATIN CITY COUNCIL WORK SESSION MEETING FOR JANUARY 23, 2023

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

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Mayor Bubenik called the meeting to order at 5:03 p.m.

### **1. *Washington County Supportive Housing Services Annual Report and Program Update.***

Supportive Housing Services Program Manager Jess Larson and Program Coordinator Ali Alexander of Supportive Housing Service of Washington County presented the Supportive Housing Services Annual Report. Manager Larson stated the Supportive Housing Services Program was established by a voter-approved measure from May 2022 that resulted in two new taxes to address and end homelessness. She stated during their first year they were able to build a system of care that offered new housing, shelter, and coordinated access programs, a new network of community-based providers, and provide a new standardized and equitable contracting process. Manager Larson stated in year one they have increased community-based partners to 20 service provider organizations and 4 culturally specific partners, established cross-program coordination, and put universal program standards and training into place. Coordinator Alexander stated in their first year they launched their Housing Case Management Services (HCMS) and Regional Long Term Rent Assistance (RLRA) programs that placed 305 formerly homeless households into permanent and supportive housing. She stated year two expansions include housing 900 more households, work in the Rapid Rehousing program, Landlord Liaison Program, and the Aloha Inn will open providing permanent supportive housing. Coordinator Alexander stated they achieved their year one-shelter program goal by providing 100 new year-round shelter beds with their new bridge and congregate shelters. She stated their year two goals for their Access Programs include building 40 bridge shelter beds, 30 village pods, 150 winter shelter beds, a new outreach worker system, and distributing a \$10 million dollar capital shelter fund. Coordinator Alexander shared the breakdown of their shelter system capacity and their upcoming goals noting the system will move away from winter only shelters and focus more on bridge, congregate, and alternative year around shelters. Manager Larson shared the equity analysis for their program. She shared their program budget and how funds are allocated, noting this year's budget is estimated at \$50.5 million.

Councilor Brooks asked how many people in Washington County are homeless. Manager Larson stated the point in time count is currently happening, she stated last year there was a total of 808 people.

Councilor Brooks asked questions around demographics including gender. Manager Larson stated they are actively working on how to understand the needs of woman vs men in shelters. She stated it is currently a majority of men seeking shelter.

Councilor Brooks asked if Outreach Coordinators will be working with the city and if specific data will be coming to the city about what is happening in the community so leaders can have a better understanding on what is being done and how they can support ending homelessness. Manager

Larson stated the dedicated community partner for our area is Just Compassion and she can help make those connections with the city.

Councilor Brooks asked how Health Share and Supportive Housing Services collaborate to provide services. Coordinator Alexander said they are working with them to help bridge people from those temporary services into their long-term programs.

Councilor Brooks asked about resources around affordable housing and eviction prevention. Coordinator Alexander spoke to service providers for eviction prevention. Manager Larson stated there is only enough funding to serve 1 out of 5 individuals who need access to affordable housing. She stated waitlists now are being prioritized for those with the highest need based on risk.

Councilor Hillier asked what resources are available for kids and families in Tualatin and what the trajectory for those prevention services are. Manager Larson stated they work with family providers who are well versed in how to help with housing instability and support children in education settings. She stated there are \$6 million dollars annually available in housing loss prevention funds.

Councilor Reyes asked how these funds are specifically being applied in Tualatin and requested further breakdown on the equity analysis. Manager Larson explained the breakdown of served, unserved, below poverty, and percentage of county population in the equity analysis.

Councilor Reyes asked if these services will address chronic homelessness. Manager Larson stated this program is specifically designed to manage chronic homelessness.

Councilor Sacco asked if there is additional work being done to get people out and supported on their own. Coordinator Alexander stated that is being done through their Rapid Rehousing Program that focuses on helping them achieve self-sufficiency.

Councilor Gonzalez asked how past inequities are being addressed based on the demographic breakdown. Manager Larson stated they look at barriers to housing and how to manage those with caseworkers regardless of race. Councilor Gonzalez asked if it is only need based or if there is preferential access based on ethnicity. Manager Larson stated their programs are only based off need.

Council President Pratt asked if there are plans on reevaluating the services provider's plans as the program goes on. Manager Larson stated this year they will be working on program evaluation.

Mayor Bubenik asked if the service providers are evenly dispersed across the county. Manager Larson stated they have not mapped the organizations and where they serve.

Mayor Bubenik asked if there will be a new RFP seeking new providers for this year. Manager Larson stated the original RFP identified 116 qualified providers, she stated they will be opening that pool again.

Mayor Bubenik expressed concerns with how programs for eviction prevention are not meeting the time requirements to not be evicted. Manager Larson stated Community Action has scaled up their programs to be more responsive in eviction prevention services and they will continue to monitor that service.

Councilor Reyes asked if eviction prevention programs cover the full cost for tenants. Manager Larson stated the programs cover any back fees and up to three months rent so that tenants can stay in their homes.

## **2. *Climate Action Plan Update: Engagement, Goal and Strategy Development.***

Deputy Public Works Director Nic Westendorf and Management Analyst Maddie Cheek presented an update on the Climate Action Plan. Analyst Cheek presented the project timeline stating they are working on the analysis of priority Green House Gas (GHG) emissions reduction strategies and writing the draft plan. She stated public engagement opportunities to date have included an online open house, in-person workshops, in-person tabling events, and attendance at Latino Business Network meetings. Analyst Cheek stated they have conducted print and digital media outreach, phone calls to Spanish-speaking community members, and attended in-person networking events. She stated key themes for public engagement included interest in reducing their GHG emissions, a desire for the City to do more to address climate change, a desire for the city to provide more information related to how residents and businesses can reduce their emissions, and interest in financial help or incentives to off-set the costs or reducing their GHG emissions. Analyst Cheek stated top mitigation actions were broken down by how actions can be taken when you are at home or work, when you buy things, and when you travel. She stated top adaptation concerns included how extreme weather events are impacting the need to stay home, the loss of potential income, feelings of isolation, and loss of electricity. Analyst Cheek stated they held four themed workshops that focused on four areas: building and energy use, urban form and land use, transportation, and consumption where 31 individuals were engaged across several organizations. She stated some key takeaways from the workshop included identifying information gaps and public education, relationship-building to enhance partnerships, reduction strategies and actions that are tailored to the appropriate audiences, and the need for policy changes for GHG emission goals.

Analyst Cheek stated Tualatin's emissions reduction goal is to be net zero by 2050. She stated this goal was selected by the steering committee because it is the target goal of the 2015 Paris Climate Agreement that the city supports, it is most commonly adopted by other cities, and prevents us from going over a planetary "tipping point" of no return. Analyst Cheek shared emissions reduction strategies by category noting they were selected by impact and the ability to measure progress and are responsive to the city's GHG emissions report. She stated next steps include the analysis of strategies, plan writing, gathering feedback in the spring, and plan adoption in early summer.

Analyst Cheek presented three discussion questions:

- 1.) What are your reactions to the strategies needed to achieve the goal?
- 2.) What strategies catch your interest and why?
- 3.) Which strategies do you feel will be the most challenging to implement?

Mayor Bubenik asked for feedback from the Council on question one.

Councilor Sacco would like to see how the city could help with education around food consumption and reusable goods. Director Westendorf stated items like this will appear as actions but are hard to measure success with.

Councilor Brooks stated through her time on the committee they have learned how interested people are to learn about how to make impacts in this area. Analyst Cheek stated the city is part of the Urban Sustainability Network that offers great support and ideas about items that make impacts to the area.

Councilor Brooks stated she is most interested in the buildings and energy use category and the potential of items being site specific and collaborative. She stated we need to be mindful that we live in a valley and the environmental impacts that has on our area.

Councilor Gonzalez asked if the low sample of responses from residents and businesses in the survey are enough. He would like to know what efforts will be made to continue to gather feedback. Analyst Cheek stated they are meeting with the Chamber of Commerce to discuss actions with the business community, noting that it was hard to get feedback without a more detailed conceptual plan. Councilor Gonzalez would like to see more feedback from the business community.

Council President Pratt stated she is happy with the strategies as presented.

Mayor Bubenik asked for feedback on question two. He stated he is interested in how the piece on renewable natural gas and clean hydrogen supply will evolve.

Councilor Brooks stated she is interested in the urban canopy measure and coordinating and developing in smart ways to protect the environment.

Councilor Reyes would like to see what the percentage of residents that answered the survey are from Tualatin.

Councilor Sacco stated he has concerns with dense future development and the challenges that will come along with it and the identity of Tualatin.

Councilor Hillier stated she would like to see movement of services into more populated areas.

Council President Pratt stated she would like to see a climate action fair.

Mayor Bubenik asked for feedback on question three. He stated he wants to make sure dense development is addressed and the impacts to those who already live in the community.

Council President Pratt stated transportation will be Tualatin's biggest challenge.

Councilor Brooks is most excited to address building in Tualatin and thinks densification will be the biggest challenge.

Council President Pratt asked about what type of financing would be available to residents. Director Westendorf stated it could be programs for solar panels or small loans, he stated mostly it will be connecting residents with programs already offering incentives.

Councilor Brooks would like to make sure environmental justice is covered in relation to air quality.

Council President Pratt stated challenges will be around waste products and how people can manage them.

Councilor Gonzalez wants to make sure we get enough feedback from residents of Tualatin. He wants to know what staff can do different to get more local feedback. He would like to see more conservation efforts incorporated into the plan. Director Westendorf stated staff will be out in the community gathering feedback and drawing out the timelines further on engagement. Councilor Reyes concurred she wants to hear from more residents in Tualatin.

**Adjournment**

Mayor Bubenik adjourned the meeting at 6:55 p.m.

Sherilyn Lombos, City Manager

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

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





## OFFICIAL MINUTES OF THE TUALATIN CITY COUNCIL MEETING FOR JANUARY 23, 2023

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

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### Call to Order

Mayor Bubenik called the meeting to order at 7:02 p.m.

### Pledge of Allegiance

### Public Comment

None.

### Consent Agenda

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

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

MOTION PASSED

1. Consideration of Approval of the Work Session and Regular Meeting Minutes of January 9, 2023.
2. Consideration of **Resolution No. 5666-23** Authorizing City of Tualatin to enter into a Tualatin Watershed Improvement Grant Agreement with the Tualatin Soil and Water Conservation District
3. Consideration of **Resolution No. 5667-23** Authorizing the City Manager to Execute Grant Agreements With Washington County for Fitness Programs Hosted By The Juanita Pohl Center For FY 2022-23
4. Consideration of **Resolution No. 5668-23** Authorizing the City Manager to Execute Grant Agreements With Washington County For Social Programs Hosted By The Juanita Pohl Center For FY 2022-23

### Special Reports

1. Tualatin Youth Advisory Council Annual Report

Tualatin Youth Advisory Council (YAC) members presented their 2022 annual report. Members stated the YAC works to improve the lives of youth by building relationships, advocating, for diverse needs, and providing a link from youth to government. They stated they are currently accepting applications for new members. Members stated they are currently working on a

vertical garden project. Activities they have volunteered at this year included Concerts in the Parks, Viva Tualatin, the West Coast Giant Pumpkin Regatta, and Blender Dash. Members attended the National League of Cities Conference and the Oregon Youth Summit. Members who attended the National League of Cities Conference networked with other youth councils, attended sessions on youth engagement, learned about issues and projects youth councils are addressing, and attended a historic tour. The YAC is recommending implementing a youth survey, learning more about mental health first aid, and other ways to support youth.

Councilor Brooks asked about the vertical wall they will be installing. Members explained the project will be installed on the shed by the softball fields.

Councilor Sacco thanked the YAC for all their work in the community.

Councilor Hillier thanked members for being positive influences on younger youth in the community.

Council President Pratt thanked them for their leadership and engagement in the community.

Councilor Gonzalez thanked members for their engagement in the community.

Mayor Bubenik asked if the anti-bullying days will be back at the elementary schools. Recreation Manager Julie Ludemann stated there is not an event planned this year.

## 2. Tualatin Arts Advisory Committee Annual Report

Recreation Manager Julie Ludemann and Tualatin Arts Advisory Committee Chair Janet Carr presented the Arts Advisory Committee Annual report. Chair Carr stated the mission of the committee is to support, connect, and inspire the creation and integration of all art forms into our City's rich cultural heritage and vibrant future. She stated they meet monthly, represent Tualatin Arts to the Council and public, attend activities and events, encourage opportunities for arts recognition, and stimulate private and public support for the arts. Chair Carr stated in 2022 they installed signal box art wrap installations, completed a public mural at Community Park, provided financial support to art agencies, inventoried the city's art collection, and provided support and feedback for the Veterans Plaza project and Parks Bond. She stated their 2023 goals include expanding the traffic signal box art program, identify future art programs and projects, continued support of local arts programming through grants and awards, and supporting and facilitating arts installations within new parks bond projects.

Councilor Brooks thanked the committee for their work this year.

## **Council Communications**

Councilor Reyes stated she attended the Core Area Parking District meeting. She stated the committee has two vacancies and encouraged those in the core area to apply.

Councilor Gonzalez stated he attended the C4 meeting.

Councilor Brooks stated she attended the Earthwise group class on mindfulness, the League of Oregon City Woman's Caucus meeting, the Tualatin Police Foundation meeting, the Tualatin Arts Advisory Committee meeting, a Here Together Presentation on Homeless Services, the Clean Water Services Essentials Training, and the Council Advance.

Council President Pratt stated she attended the C4 meeting, the ODOT sub-committee on diversion, and the Tualatin Police Foundation meeting.

Mayor Bubenik stated he attended a tour of the Washington County jail facility with Sheriff Pat Garrett, the Greater Portland Inc. meeting, the WEA legislative panel, and the Regional Tolling Advisory Committee meeting.

**Adjournment**

Mayor Bubenik adjourned the meeting at 7:42 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:** 2/13/2023

---

**SUBJECT:**

Consideration of Approval of a New Liquor License Application for Azuki Sushi Bar

**RECOMMENDATION:**

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

**EXECUTIVE SUMMARY:**

Azuki Sushi Bar has submitted a new in 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 18041 SW Lower Boones Ferry Road, Ste 1A. 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 1/18/2023

**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): Azuki Sushi Bar

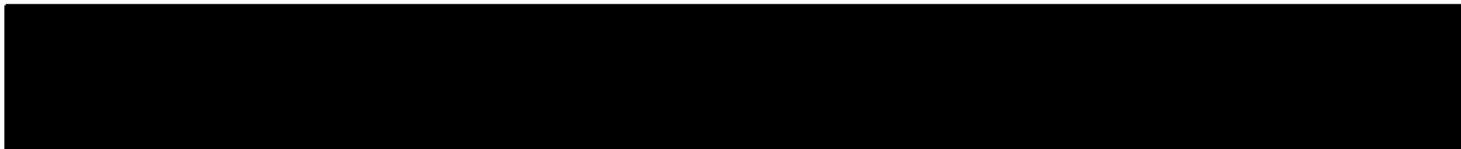
Business address 18041 SW Lower BoonesFerry Rd Ste 1A City Portland State OR Zip Code 97224

Mailing address 8428 SE 146th Pl City Portland State OR Zip Code 97236

Telephone # (971)570-2656 Fax # \_\_\_\_\_

Email dubya67@gmail.com

Name(s) of business manager(s) First Kevin Middle Scott Last Wilson



Type of business Restaurant

Type of food served Japanese/Sushi

Type of entertainment (dancing, live music, exotic dancers, etc.) None

Days and hours of operation M-F 11am to 9:30pm Sat & Sun 3pm to 9pm

Food service hours: Breakfast \_\_\_\_\_ Lunch 11am to 2:30pm Dinner 4pm-9:30pm

Restaurant seating capacity 79 Outside or patio seating capacity 20

How late will you have outside seating? 9:30pm How late will you sell alcohol? 9:30pm

How many full-time employees do you have? 4 Part-time employees? 5

**SECTION 3: DESCRIPTION OF LIQUOR LICENSE**

Name of Individual, Partnership, Corporation, LLC, or Other applicants Traleb LLC

Type of liquor license (refer to OLCC form) Full 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 \_\_\_\_\_  
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: Kevin Scott Wilson [REDACTED]  
[REDACTED]

Full name: Theresa Wilson

Date of birth: [REDACTED]

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

**SECTION 4: APPLICANT SIGNATURE**

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

Signature of Applicant

Date

01/18/2023

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

Signature

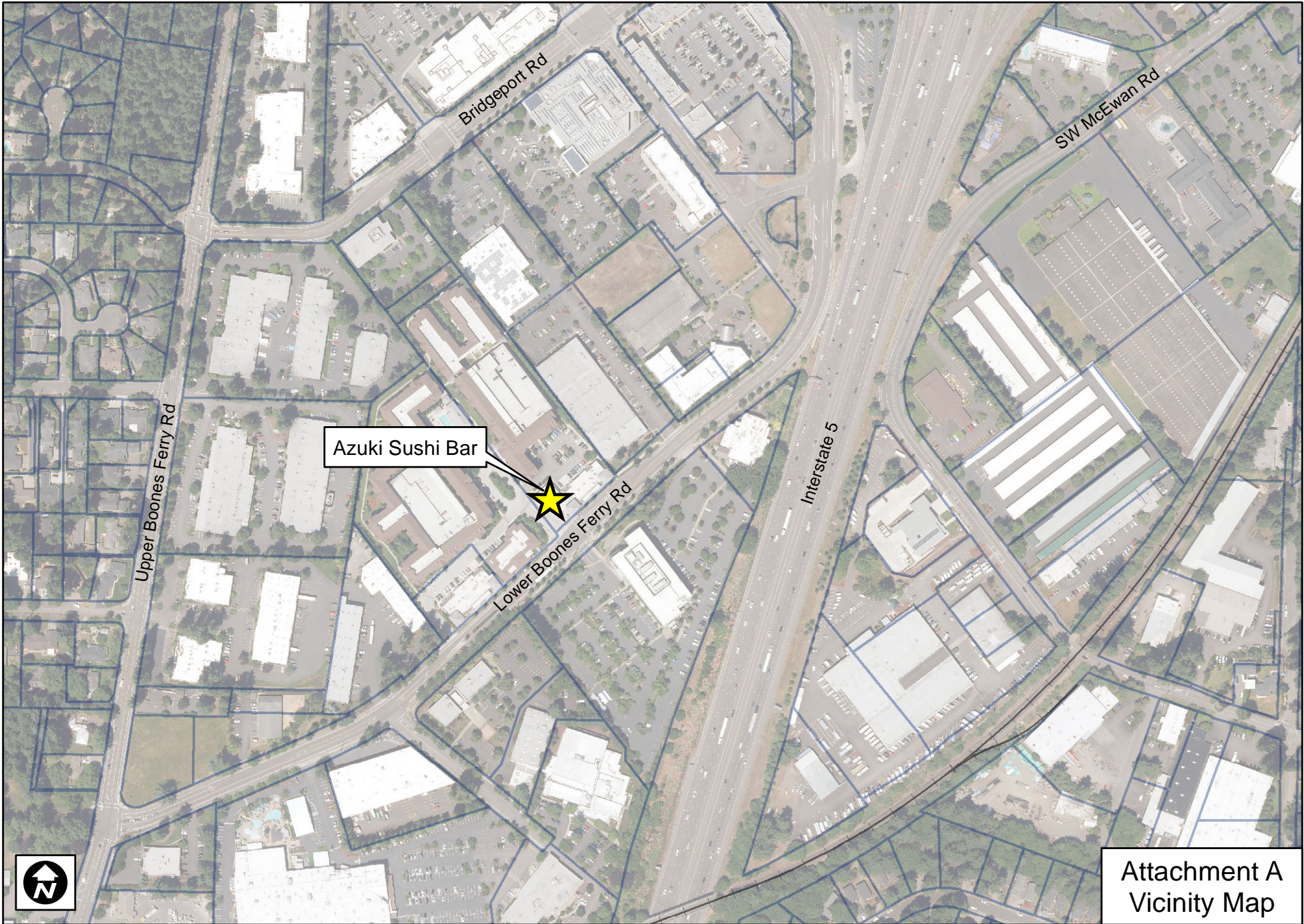
Greg Pickering  
Chief of Police  
Tualatin Police Department

1/31/23

Date











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:** 2/13/2023

---

**SUBJECT:**

Consideration of Approval of a New Liquor License Application for Granny's Deli

**RECOMMENDATION:**

Staff respectfully recommends the Council approve endorsement of the liquor license application for Granny's Deli.

**EXECUTIVE SUMMARY:**

Granny's Deli 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 16857 SW 65<sup>th</sup> Ave. 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 01/24/2023

**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): Granny's Deli

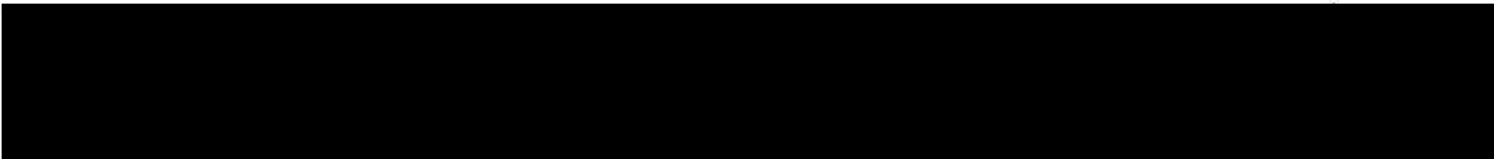
Business address 16857 SW 65<sup>th</sup> Ave City Lake Oswego State OR Zip Code 97035

Mailing address 3860 SE Nief Rd #68797 City Portland State OR Zip Code 97268

Telephone # (503) 691-2692 Fax # \_\_\_\_\_

Email Grannys Oswego@gmail.com

Name(s) of business manager(s) First Calvin Middle \_\_\_\_\_ Last Nam



Type of business Restaurant and Bar

Type of food served Pizza, tacos, Hot dogs, sandwiches, hamburgers

Type of entertainment (dancing, live music, exotic dancers, etc.) VLT

Days and hours of operation M-Sunday 8:00 am - 2:30 am

Food service hours: Breakfast Until 1:30am Lunch Until 1:30pm Dinner Until 1:30am

Restaurant seating capacity 35 Outside or patio seating capacity \_\_\_\_\_

How late will you have outside seating? \_\_\_\_\_ How late will you sell alcohol? 1:30am

How many full-time employees do you have? 1 Part-time employees? 4

**SECTION 3: DESCRIPTION OF LIQUOR LICENSE**

Name of Individual, Partnership, Corporation, LLC, or Other applicants All-in Deli LLC

Type of liquor license (refer to OLCC form) F-COM

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: Calvin Nam



\*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 \_\_\_\_\_ Date 01/24/2023

***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:**

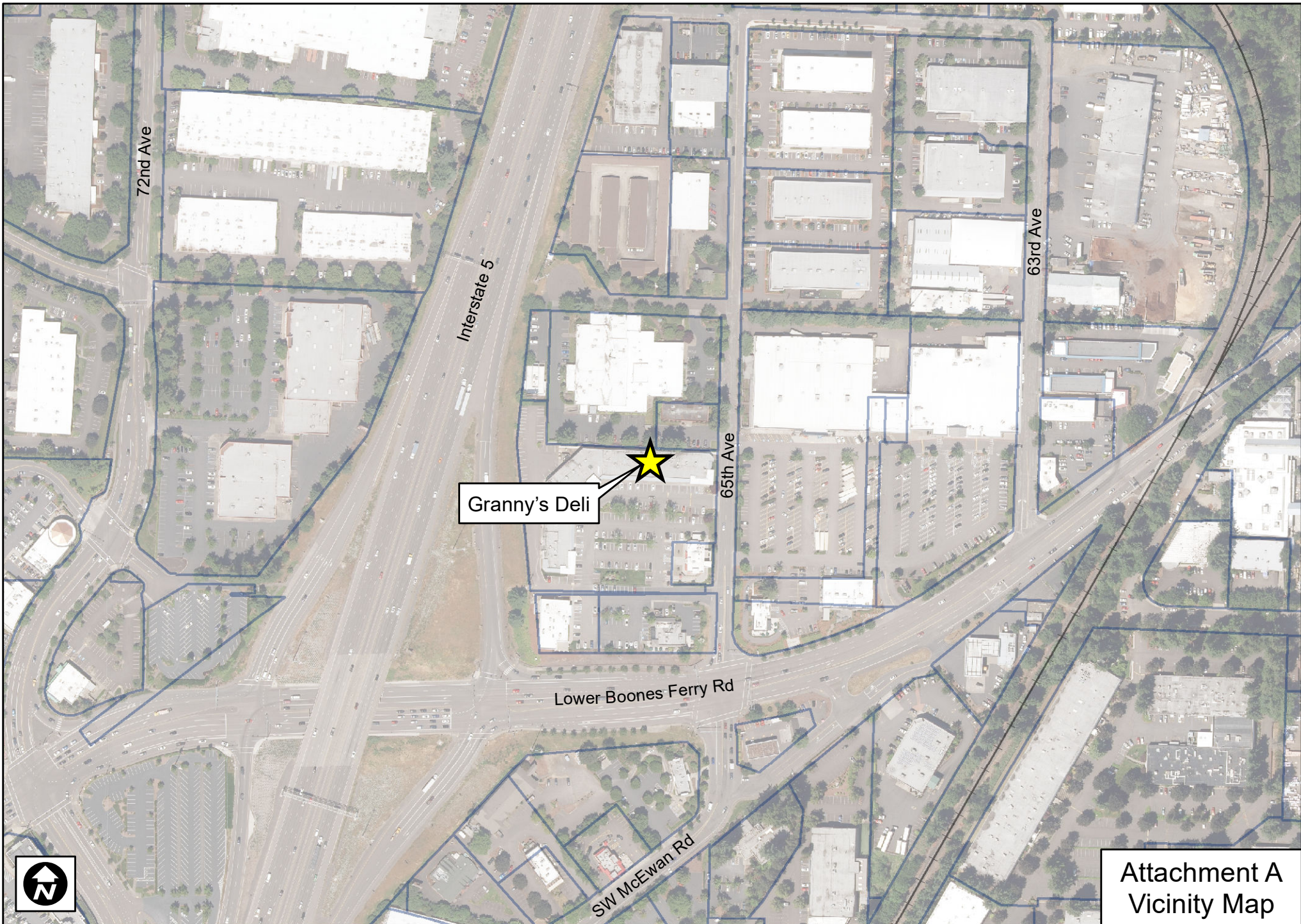
Granted  
 Denied

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

\_\_\_\_\_  
Signature \_\_\_\_\_ Date 1/31/23

Greg Pickering  
Chief of Police  
Tualatin Police Department





Granny's Deli

Attachment A  
Vicinity Map





City of Tualatin

## CITY OF TUALATIN Staff Report

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

**THROUGH:** Sherilyn Lombos, City Manager

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

**DATE:** February 13, 2023

---

### **SUBJECT:**

Consideration of **Resolution No. 5669-23** Authorizing the City Manager to Execute a Purchase and Sale Agreement for the Acquisition of Real Property Located at 18615 SW Boones Ferry Road.

### **RECOMMENDATION**

Staff recommends adoption of Resolution No. 5669-23 to authorize the City Manager to execute a Purchase and Sale agreement for property at 18615 SW Boones Ferry Road in Tualatin.

### **EXECUTIVE SUMMARY:**

City Council adopted the Parks and Recreation Master Plan in 2019 that identifies the need to expand Tualatin Community Park trails, natural areas, and parkland along the Tualatin River. This planning process involved extensive public outreach and community engagement. The master plan identified the need to preserve natural areas, enhance riverfront access, and provide active recreation to serve residential and employment. The property recommended for consideration is immediately adjacent to Tualatin Community Park. The property adjoins the Tualatin River and Hedges Creek with potential future water access.

The due diligence for the property acquisition includes a water access assessment, environmental assessment, bridge inspection, and property boundary and easements survey. After due diligence Council approval is necessary before the City's final purchase of the property.

### **FINANCIAL IMPLICATIONS:**

The Purchase and Sale Agreement property value was determined to be \$1.4 million dollars, based on a property appraisal by a certified appraiser. Staff negotiated with the owners who are willing to accept the appraised market value of \$1,400,000, with the City paying the defined closing costs listed in the Purchase and Sale Agreement. Funds for the property acquisition will be paid from the recently approved Parks Bond.

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### **ATTACHMENTS:**

Resolution 5669-23  
Purchase and Sale Agreement

RESOLUTION NO. 5669-23

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AND SALE AGREEMENT FOR THE ACQUISITION OF REAL PROPERTY LOCATED AT 18615 SW BOONES FERRY ROAD.

WHEREAS, James L. Clay and Andrea Leebron Clay own the property located at 18615 SW Boones Ferry Road, Tax Map and Lots 2S124BC01301 and 2S124BC01400, (the "Property");

WHEREAS, the City has identified a willing seller for the acquisition of the Property in order to facilitate a future park;

WHEREAS, the City and the James and Andrea Clay are receptive and willing to sign a Purchase and Sales Agreement for the Property (the "Agreement"); and

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

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

WHEREAS, the City Council desires to authorize the City Manager to take all steps necessary to acquire funding for the purchase of the Property.

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

**Section 1.** The City Manager is authorized to execute the Purchase and Sale Agreement for the Property, provided that, Council approval is necessary before the City's final purchase of the Property.

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

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

INTRODUCED and ADOPTED by the City Council this 13<sup>th</sup> day of February, 2023

CITY OF TUALATIN, OREGON

ATTEST:

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

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



## PURCHASE AND SALE AGREEMENT

DATED: January 19, 2023 (the "Effective Date")  
(the last date signed by both parties below)

BETWEEN: James L. Clay and Andrea Leebron Clay ("Seller")

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

### RECITALS

A. Seller is owner of approximately 3.15 gross acres of certain real property together with all the improvements thereon and all rights appurtenant thereto (including but not limited to access rights, timber rights, water rights, grazing rights, development rights and mineral rights) located in City of Tualatin, Washington County, Oregon, commonly referred to as 18615 SW Boones Ferry Rd, Assessor's Tax Map and Lot 2S124BC01301 and 2S124BC01400, which property is more particularly described on the attached Exhibit A (the "Property").

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

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

### TERMS

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

2. **Purchase Price.** The purchase price for the Property is ONE MILLION FOUR HUNDRED THOUSAND DOLLARS (\$1,400,000.00) payable as follows:

2.1 **Earnest Money Deposit.** Deposit to be delivered upon the full execution and delivery of this Agreement to the Title Company, as defined below. Buyer shall deposit \$10,000 in cash (the "Earnest Money") into escrow with Lawyers Title, 1455 SW Broadway, Suite 1400, Portland, OR 97201 (the "Title Company"). At Closing, the Earnest Money will be credited toward payment of the Purchase Price.

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

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

3. **Closing Date.** Closing (the "Closing Date" or "Closing") shall occur no later than May 31, 2023 after Buyer provides notice, in writing, that the conditions precedent to closing (set forth in Sections 6.1 and 6.2 below) are either satisfied or waived by Buyer, as provided therein. The Buyer, in its sole discretion, may extend Closing an additional thirty (30) days to June 30, 2023 ("Closing Extension Date") by providing notice in writing to the Seller. Closing will occur at the office of the Title Company.

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

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

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

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

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

5.1 Seller's Delivery of Documents. Buyer shall have a ninety (90) day period after the Effective Date to review documents, make inspections, and otherwise satisfy itself that the condition of the Property is satisfactory to it ("Due Diligence Period"). During the Due Diligence Period, within ten (10) days of the Effective Date, Seller shall provide Buyer and its agents and consultants access to any records in Seller's possession and control that are pertinent and material to the Property ("Due Diligence Documents"). The Due Diligence Documents include (without limitation) copies of (a) all environmental data, studies, analyses, and reports relating to the Property, (b) any existing survey of the Property, (c) any existing leases, boundary agreements, road maintenance agreements, or other contracts relating to all or a portion of the Property, (d) all topographical, geotechnical, wetlands, soils, and groundwater reports, or any other professional reports relating to the Property, (e) any well logs or water right certificates or permits relating to the Property, and (f) copies of any government permits, land use approvals or conditions, or zoning restrictions affecting the Property. If Seller is aware of the existence of any material information and documentation pertaining to the Property that are not in Seller's possession or control, Seller shall notify Buyer of the existence of such information within fifteen (15) days after the Effective Date or two (2) business days after learning of the such information. Seller shall also allow Buyer a reasonable time to copy (at Buyer's expense) any Due Diligence Documents that the Buyer would like to keep a record of which Due Diligence Documents shall be returned to Seller upon being copied. Seller makes no representation or warranty regarding the accuracy, completeness, or efficacy of the Due Diligence Documents, should any such Due Diligence Documents exist.

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

If Buyer determines a Phase 2 and/or Phase 3 costs or conditions are unacceptable, Buyer may terminate this Agreement and the Earnest Money will be promptly returned to the Buyer.

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

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

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

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

6.1.3 Parks System Development Charges. Prior to Closing, Buyer must have received adequate funding from Tualatin Parks Bond sales in an amount needed for the Property purchase.

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

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

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

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

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

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

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

6.3 Failure of Conditions. In the event any of the conditions set forth above in Sections 6.1 or 6.2 are not timely satisfied or waived for a reason other than the default of Buyer or Seller under this Agreement, then this Agreement, escrow, and the rights and obligations of Buyer and Seller hereunder shall terminate and the Earnest Money shall be returned to Buyer.

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

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

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

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

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

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

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

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

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

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

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

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

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

9. **Closing Costs**. Buyer shall pay for the Title Policy, escrow fees and any real property transfer or excise taxes, all recording charges, and other charges related to the closing charged by the Title Company ("Closing Costs") in an amount not to exceed SEVENTY THOUSAND DOLLARS (\$70,000.00). Any of the \$70,000 not used for Closing Costs may be applied to the Seller's broker fee as set out in Section 17 below. Seller shall pay for Seller's share of prorations pursuant to Section 10 below. Buyer and Seller each shall pay for its own legal and professional fees incurred. All other costs and expenses are to be allocated between Buyer and Seller in accordance with the customary practice in the county where the Property is located.

10. **Prorations and Taxes**.

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

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

11. **Seller's Representations and Warranties**. Seller hereby warrants and represents to Buyer the following matters and acknowledges that they are material inducements to Buyer to enter into this Agreement. Seller agrees to indemnify, defend, and hold Buyer harmless from all

expense, loss, liability, damages and claims, including (without limitation) attorneys' fees, arising out of the breach or falsity of any of Seller's representations, warranties, and covenants. Seller warrants and represents to Buyer that the following matters are true and correct, and will remain true and correct through Closing:

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

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

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

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

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

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

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

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

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

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

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

11.6 Possession. Except as specifically set forth in this Agreement, there are no leases, licenses, or other agreements permitting, nor has Seller entered into any course of conduct that would permit, any person or entity to occupy or use any portion of the Property. Seller shall deliver immediate possession of the entire Property to Buyer at Closing.

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

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

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

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

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

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

11.13 Changed Conditions. If Seller discovers any information or facts that would materially change the foregoing warranties and representations, Seller shall immediately give notice to Buyer of those facts and information. If any of the foregoing warranties and representations ceases to be true before Closing, Seller shall use its best



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

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

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

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

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

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

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

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

14.2 Default by Buyer. In the event Closing and the consummation of the transaction herein contemplated do not occur by reason of any default by Buyer, Buyer and

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

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

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

To Seller: James L. and Andrea Leebron Clay  
1202 11<sup>th</sup> Street, STE 202  
Bellingham, WA 98225

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

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

17. **Broker or Commission.** The Seller engaged the brokerage services of Randi Ausland of Metro West Realty. Buyer agrees that it will cover up to \$70,000 of Metro West Realty's commission, less Closing Costs as set forth under Section 9 above. In no event will Buyer cover

more than \$70,000 of combined Closing Costs and broker's commission. In the event any other person or entity asserts a claim for a broker's commission or finder's fee against one of the parties to this Agreement, then Seller shall indemnify, hold harmless, and defend Buyer from and against any such claim if based on any action, agreement, or representations made by Seller; and Buyer shall indemnify, hold harmless, and defend Seller from and against any such claim if based on any action, agreement, or representations made by Buyer.

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

19. **Miscellaneous.**

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

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

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

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

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

19.6 Time of Essence. Seller and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to every term, condition, obligation, and provision contained in this Agreement. Unless otherwise specified herein, in computing any period of time described in this Agreement, whenever a date for an action required to be performed

falls on a Saturday, Sunday, or a state or federal holiday, then such date shall be extended to the following business day.

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

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

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

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

BUYER:  
City of Tualatin

SELLER:

\_\_\_\_\_  
By: Sherilyn Lombos  
City Manager

\_\_\_\_\_  
By: James L. Clay

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

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

\_\_\_\_\_  
By: Andrea Leebron Clay

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

Exhibit A  
Property Description

**EXHIBIT "A"**  
[Legal Description](#)

**For APN/Parcel ID(s): R533462 and R533444**  
**For Tax Map ID(s): 2S124BC/01400 and 2S124BC/01301**

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That portion of the Northwest one-quarter of Section 24, Township 2 South, Range 1 West of the Willamette Meridian, in the City of Tualatin, County of Washington and State of Oregon, described as follows:

Beginning at a point on the center line of State Highway 217 (S.W. Boones Ferry Road), said point being North 0°01'08" West 593.17 feet and North 82°54'00" East 1120.85 feet from the West quarter corner of said Section 24; thence North 0°01'08" West 30.23 feet to a 5/8-inch iron rod set on the Northerly right of way of Highway 217 (S.W. Boones Ferry Road) and the true point of beginning; thence continuing North 0°01'08" West 230.43 feet to a 5/8-inch iron rod; thence South 82°55'22" West 3.07 feet to a 1-inch iron pipe; thence North 01°21'27" West 149.85 feet to a 3/4-inch iron pipe on the Southerly bank of the Tualatin River; thence continuing North 01°21'27" West 60.00 feet to a point in the Tualatin River; thence North 78°03'52" East 235.22 feet to an intersection with the Northerly extension of the Westerly line of that certain parcel of land shown on County Survey No. 4039, made for the Rose B. G. Thies Estate, November 30, 1950, by H. P. Barrows, County Surveyor; thence South 0°01'30" East 60.00 feet to a 1-inch iron pipe, as shown on said survey, on the Southerly bank of the Tualatin River; thence continuing South 0°01'30" East along said Westerly line 170.47 feet, to a 1-inch axle, as shown on said survey; thence continuing South 0°01'30" East 208.84 feet to a 5/8-inch iron rod set 45.00 feet from the center line of Highway 217, as described in that Deed to the State of Oregon, recorded in Book 613, Page 187, Deed Records of Washington County, Oregon; thence Southwesterly, along the Northerly right of way of Highway 217, as follows:

Southwesterly, along a spiral curve to the right (the long chord of which bears South 78°05'38" West 32.92 feet) 32.92 feet, to a 5/8-inch iron rod set 45.00 feet from the Centerline Station 18+25; thence South 68°32'14" West 74.88 feet to a 5/8-inch iron rod that is 30.00 feet from the centerline tangent as Centerline Station 19+00; thence South 82°54'00" West 85.89 feet to a 5/8-inch rod which is 30.00 feet from Centerline Station 19+86.58; thence continuing South 82°54'00" West 95.38 feet to the point of beginning.

EXCEPTING THEREFROM those portions thereof, if any, described in those certain documents recorded July 8, 1965, in Book 559, Page 467, and October 7, 1963, in Book 497, Page 351.

ALSO EXCEPTING that portion lying South of the Northerly line of that portion conveyed to the City of Tualatin for right of way purposes by Deed of Dedication recorded March 27, 2003 as Recorder's Fee No. 2003-046243, Washington County Records.

AND FURTHER EXCEPTING THEREFROM Ownership of the State of Oregon in and to that portion of the premises herein described lying below the line of ordinary high water of the Tualatin River.

**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): R533444**  
**For Tax Map ID(s): 2S124BC01301**

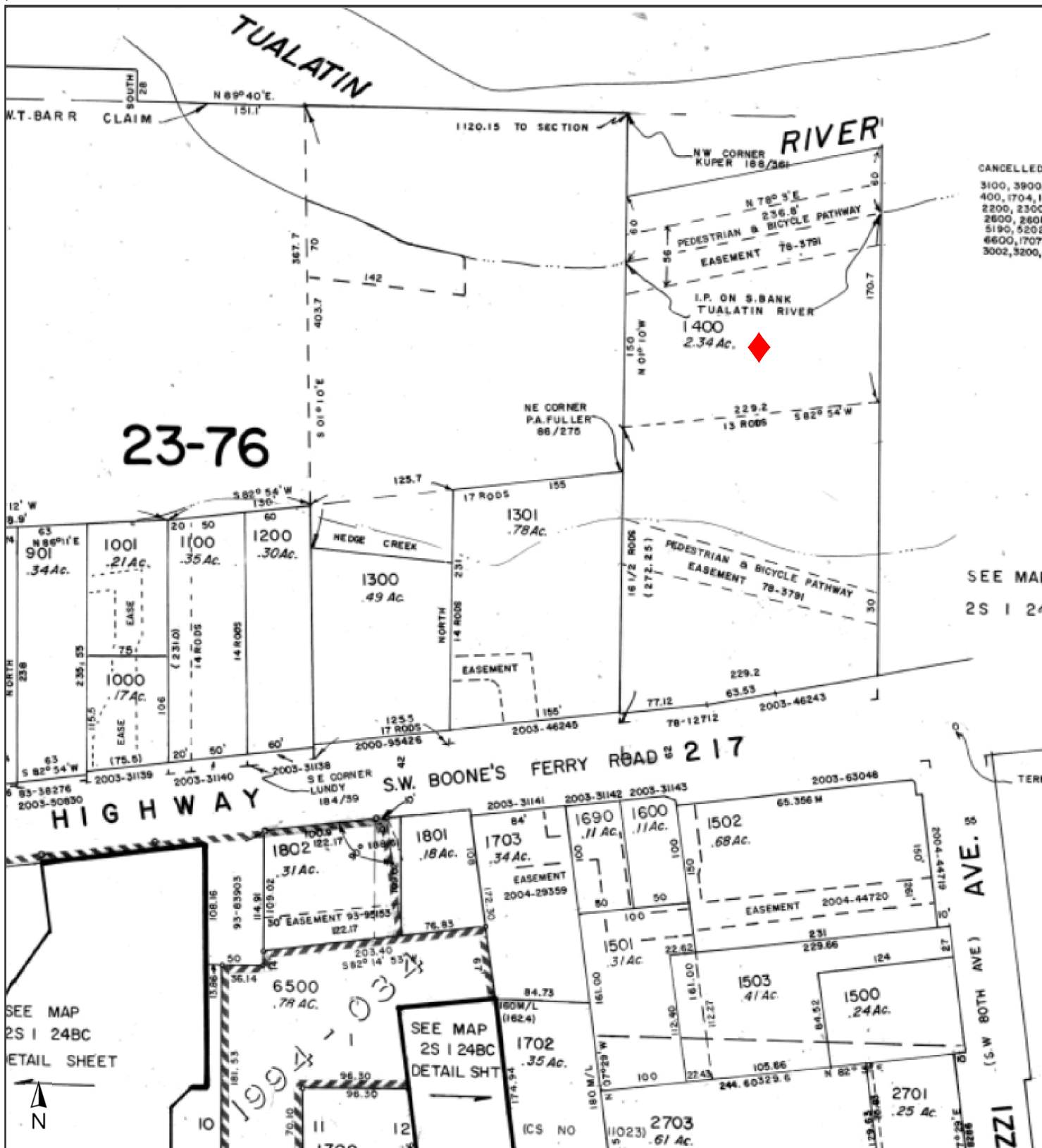
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A tract of land situated in the Northwest quarter of Section 24, Township 2 South, Range 1 West, Willamette Meridian, in the County of Washington and State of Oregon, being more particularly described as follows:

Beginning at a point on the Northerly line of Boones Ferry Road that is 905.5 feet Easterly from the intersection of the Northerly line of said road and the East line of Tualatin Road, said point being also 965.5 feet Easterly from the West line of said Section 24 and running thence from said beginning point North, parallel with said section line 231.0 feet; thence Easterly, parallel with Boones Ferry Road, 155 feet, more or less, to the West line of that certain tract conveyed to M. H. Kuper, et ux, by deed recorded in Book 144, Page 598; thence South, along the West line of said Kuper Tract, 231.0 feet to the Northerly line of Boones Ferry Road; thence Westerly, along the Northerly line of Boones Ferry Road, 155.0 feet to the point of beginning.

EXCEPTING THEREFROM that portion lying South of the Northerly line of that portion conveyed to the City of Tualatin for right of way purposes by Deed of Dedication recorded March 27, 2003, as Recorder's Fee No. 2003-046243, Washington County Records.





CANCELLED  
 3100, 3900,  
 400, 1704, 18  
 2200, 2300,  
 2800, 2801,  
 5190, 5202,  
 6600, 1707,  
 3002, 3200, 3

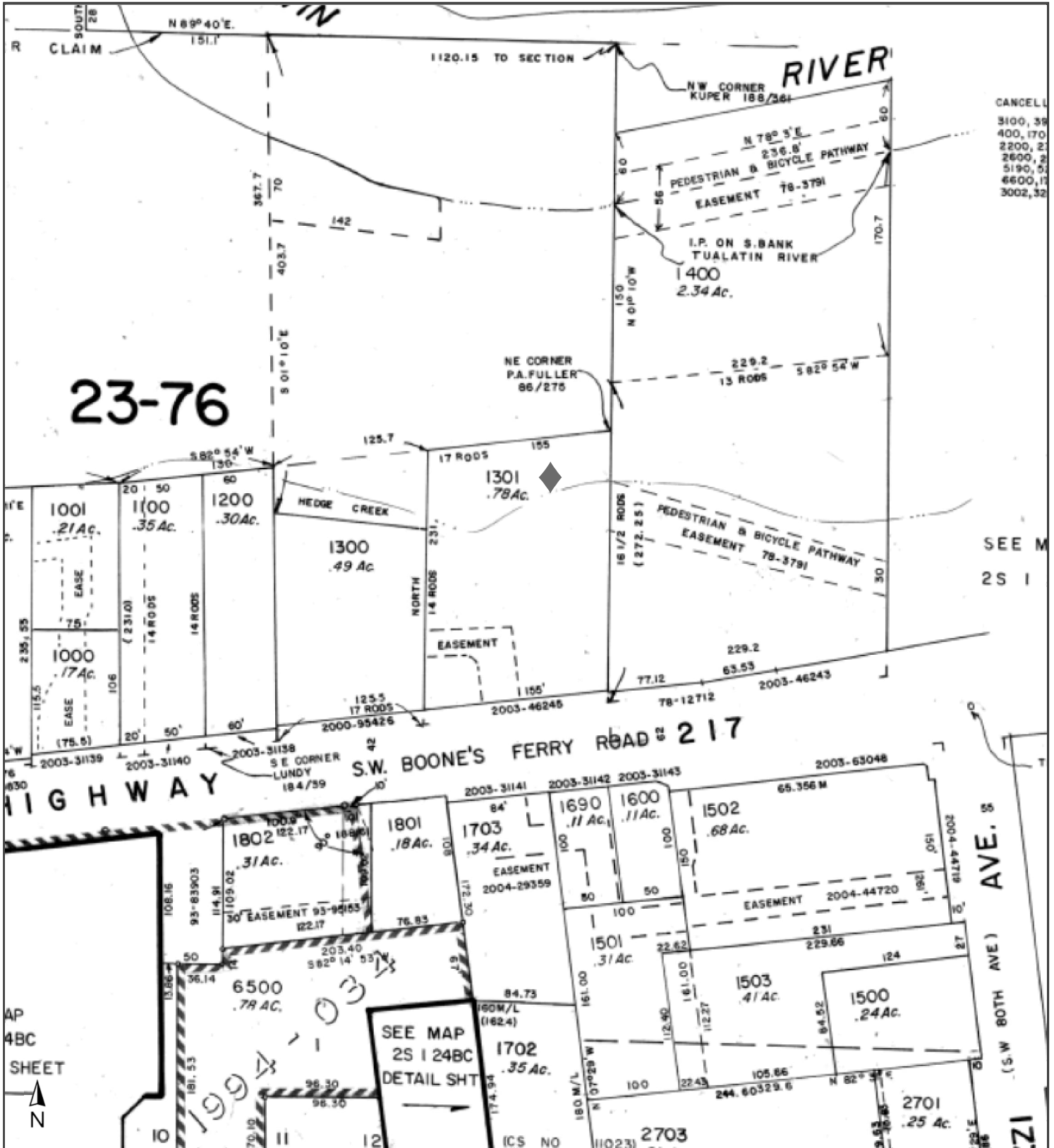
SEE MAP  
 2S 1 24

SEE MAP  
 2S 1 24BC  
 DETAIL SHEET

SEE MAP  
 2S 1 24BC  
 DETAIL SHT

**ParcelID: R533462**  
**Tax Account #: 2S124BC01400**  
**18615 SW Boones Ferry Rd, Tualatin OR 97062**

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



**ParcelID: R533444**

**Tax Account #: 2S124BC01301**

**18615 SW Boones Ferry Rd, Tualatin OR 97062**

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



City of Tualatin

## CITY OF TUALATIN Staff Report

**TO:** Honorable Mayor and Members of the City Council  
**THROUGH:** Sherilyn Lombos, City Manager  
**FROM:** Rachel Sykes, Public Works Director  
**DATE:** February 13, 2023

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### **SUBJECT:**

Consideration of **Resolution No. 5670-23** Authorizing an Amendment to an Agreement with Otak, Inc. regarding the Pavement Maintenance Program.

### **RECOMMENDATION:**

Staff recommends that Council approve the resolution authorizing the City Manager to execute an amendment to an existing Professional Services Agreement with Otak, Inc. to provide design work and construction management services for the 2023 Pavement Maintenance Program in the additional amount of \$170,250.

### **EXECUTIVE SUMMARY:**

Each year the City of Tualatin maintains its streets through a variety of pavement maintenance methods such as crack seal, overlay, and slurry seal. This preventative maintenance greatly extends the life of the pavement surface so that the complete reconstruction of the street is not necessary for many years. Before selecting a construction contractor, the City must retain a consultant to perform design work, construction management, and inspection services for the project.

The City issued a formal, publicly advertised solicitation for a Qualified Pool of consultants to provide professional services on an on-call basis. Otak, Inc. was selected to join the Qualified Pool and was awarded a consulting contract for the City's 2022 Pavement Maintenance Program in an amount not to exceed \$134,000. Otak has submitted a proposal to provide similar services for the 2023 Pavement Maintenance Program in an additional amount not to exceed \$170,250. TMC 1-21-110(6)(o) permits a temporary one-year extension of a contract if it is deemed appropriate to the City's needs. In order to maintain the quality of the City's roads, staff proposes to temporarily extend Otak's contract for one year, and then issue a publicly advertised request for proposals for the following year of services.

### **OUTCOMES OF DECISION:**

Adopting the resolution and authorizing execution of the amendment would allow the City to proceed with the 2023 Pavement Maintenance Program in a timely manner.

### **FINANCIAL IMPLICATIONS:**

Funds for this project are available in the Road Utility Fund.

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### **ATTACHMENTS:**

- Resolution No. 5670-23 Authorizing an Amendment to a Professional Services Agreement

RESOLUTION NO. 5670-23

A RESOLUTION AUTHORIZING AN AMENDMENT TO AN AGREEMENT WITH OTAK, INC. REGARDING THE PAVEMENT MAINTENANCE PROGRAM

WHEREAS, the City issued a formal, publicly advertised solicitation for a Qualified Pool of consultants to provide professional services on an on-call basis;

WHEREAS, the City selected Otak, Inc. to join the Qualified Pool and awarded Otak, Inc. a Professional Services Agreement in an amount not to exceed \$134,000 regarding the City's 2022 Pavement Maintenance Program;

WHEREAS, Otak, Inc. has submitted a proposal to provide similar consulting services for the City's 2023 Pavement Maintenance Program; and

WHEREAS, there are funds budgeted for this project in the Road Utility Fund.

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

**Section 1.** The City Manager, or designee, is authorized to execute an amendment to its Professional Services Agreement with Otak, Inc., extending the contract for an additional year to cover the 2023 Pavement Maintenance Program, and increasing the maximum contract amount an additional \$170,250.

**Section 2.** The City Manager, or designee, is authorized to execute Change Orders totaling up to 10% of the amended contract amount.

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

Adopted by the City Council this 13<sup>th</sup> day of February, 2023.

ATTEST:

CITY OF TUALATIN, OREGON

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

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



City of Tualatin

## CITY OF TUALATIN Staff Report

**TO:** Honorable Mayor and Members of the City Council  
**THROUGH:** Sherilyn Lombos, City Manager  
**FROM:** Jerianne Thompson, Library Director  
**DATE:** February 13, 2023

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**SUBJECT:**

Consideration of Resolution no. 5671-23 authorizing the City Manager to execute a grant agreement with the Oregon Institute of Technology; and appropriating special purpose revenues in the city's general fund during the FY 2022-23 budget.

**RECOMMENDATION:**

Staff recommends approval of Resolution 5671-23.

**EXECUTIVE SUMMARY:**

In December 2022, the Library was invited by the South Metro – Salem STEM Partnership (SMSP) to apply for a grant through the Oregon Institute of Technology for **\$2,500**. The Library was awarded the grant in January 2023. This grant is to support participation in the SMSP Family Code Night – Viewing Party, scheduled for February 28, 2023.

The city needs to authorize the acceptance of the unbudgeted grant through a Council action. During the year the Council may authorize the acceptance of special purpose revenues, such as this, and the associated appropriations through a special purpose revenue budget adjustment resolution.

**OUTCOMES OF DECISION:**

Approval of Resolution no. 5671-23 authorizes the City Manager to accept the grant funding, mid-budget cycle, and places it into the City's General Fund to be used for the Family Code Night.

**FINANCIAL IMPLICATIONS:**

This grant would wholly fund the SMSP Family Code Night program at the Library.

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**ATTACHMENTS:**

Resolution No. 5671-23

RESOLUTION NO. 5671-23

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT WITH THE OREGON INSTITUTE OF TECHNOLOGY; AND APPROPRIATING SPECIAL PURPOSE REVENUES IN THE CITY'S GENERAL FUND DURING THE FY 2022-23 BUDGET.

WHEREAS, the State of Oregon, acting by and through the Oregon Department of Education, Oregon Institute of Technology, is an intergovernmental entity formed under ORS 190;

WHEREAS, ORS 190 authorizes the City and the Oregon Department of Education, Oregon Institute of Technology, to enter into intergovernmental agreements;

WHEREAS, under ORS 294.338(2), during the year the Council may authorize the acceptance of special purpose revenues and the associated appropriations through a special purpose revenue budget adjustment resolution; and

WHEREAS, the City received a \$2,500 grant from the Oregon Institute of Technology, South Metro Salem STEM Partnership (SMSP), for a SMSP Family Code Night – Viewing Party.

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

**Section 1.** The City Manager or designee is authorized to execute a grant agreement with the Oregon Institute of Technology. The City Manager is authorized to make administrative modifications to the agreement to fully implement its intent.

**Section 2.** Adjustments to the adopted 2022-2023 budget should be made as follows:

General Fund Revenues: \$2,500  
General Fund Expenditures, Library: \$2,500

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

INTRODUCED AND ADOPTED this 13th day of February, 2023.

CITY OF TUALATIN, OREGON

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

APPROVED AS TO FORM

ATTEST:

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

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

## 2022-2023 CS Initiative: Partner Subcontract

No. STM454 FCN-012 ("Subcontract")

Under Oregon Department of Education ("Prime Awarding Agency") Prime Award/Grant No. 23642 ("Prime Award")

This Agreement is entered into between the parties, the Contractor and Subcontractor named below, for the performance of a portion of the Statement of Work originally awarded to the Contractor. The parties agree to the following terms and conditions:

<b>Contractor</b> ("Contractor") Organization Name: Oregon Institute of Technology South Metro Salem STEM Partnership Address: 27500 SW Parkway Ave, Wilsonville, OR 97070	<b>Subcontractor</b> ("Subcontractor") <b>Organization Name:</b>  <b>Address:</b>
Contractor Principal Investigator: Julia Betts	<b>Subcontractor Name:</b>
<b>Subcontract Period of Performance:</b> Start: January 1, 2023                      End: March 30, 2023	<b>Subcontract Value:</b> Amount Funded This Action: \$2,500.00 Total Amount Obligated: \$2,500.00
<b>Subcontract Type:</b> Cost Reimbursement	

### Project Title: SMSP Family Code Night - Viewing Party

- Subcontractor's Work:** Subcontractor shall supply all personnel, equipment, and materials necessary to accomplish the tasks set forth in Attachment 2, "Subcontractor Statement of Work, Budget, and Reporting Requirements," which is hereby made part of this Subcontract.
- Limitation on Costs:** Contractor is not liable for any cost in excess of the amount listed above as "Total Amount Obligated" without prior formal modification to this Subcontract. Attachment 2, "Subcontractor Statement of Work, Budget, and Reporting Requirements," is hereby made part of this Subcontract.
- Payment:** Subcontractor shall invoice Contractor not more often than monthly and not less frequently than quarterly for allowable costs incurred. All invoices shall be submitted using Subcontractor's standard invoice, but at a minimum shall include current and cumulative costs, Subcontract number, and certification as to truth and accuracy of invoice. *Invoices that do not reference Subcontract Number may be returned to Subcontractor.* Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact as shown in Attachments 3A & 3B. All payments shall be considered provisional and subject to adjustment if adjustment is necessary as a result of an adverse audit finding against Subcontractor. Contractor reserves the right to reject any invoice that does not comply with the terms of this Subcontract. Subcontractor shall have the right to submit a correct invoice. A corrected invoice should be submitted as soon as possible, and no later than thirty (30) days following the end of the Period of Performance.
- Incorporation of Terms and Conditions:** In the performance of this Subcontract, all terms and conditions in Attachment 1-3 listed below in section 5 "Order of Precedence," are hereby made part of this Subcontract.
- Order of Precedence:** Any inconsistencies in this Subcontract shall be resolved by giving precedence in the following order:
  - Attachment 1, "OIT Standard Terms and Conditions";
  - Attachment 2, "Subcontractor Statement of Work, Budget, and Reporting Requirements";
  - Attachment 3A-B, "PTE Contacts" and "Subcontractor Contacts"
- Entire Agreement:** This Subcontract constitutes the entire agreement between the parties regarding the subject matter herein. Any modification to this Subcontract shall be made in writing and must be signed by an authorized representative of each party.

**IN WITNESS WHEREOF,** duly authorized representative of the parties have entered into this Subcontract as of the date of the last signature set forth below:

**Contractor Signature**

**Subcontractor Signature**

**Name:**

**Title:**

**Date:**

**Name:**

**Title:**

**Date:**

**Attachment 1**  
**Oregon Institute of Technology Standard Terms and Conditions**  
**Subcontract No. STM454 FCN-012**

**ACCESS TO RECORDS.** Subcontractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Subcontract. Oregon Tech, Oregon Secretary of State, the Federal government, and their respective duly authorized representatives shall have access to the books, documents, papers, and records of Subcontractor which are directly pertinent to this Subcontract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Subcontractor for three years from the date of subcontract expiration unless a shorter period is authorized in writing. Subcontractor is responsible for any audit discrepancies involving deviation from the terms of this Contract and for any commitments or expenditures in excess of amounts authorized by Oregon Tech.

**ASSIGNMENT.** Subcontractor shall not assign or transfer its interest nor delegate its obligation in this Subcontract without the express written consent of the Oregon Tech.

**AVAILABILITY OF FUNDS.** Oregon Tech certifies that sufficient funds are available and authorized for expenditure to finance costs of this subcontract within its current biennial appropriation or expenditure limitation, provided, however, that continuation of the subcontract, or any extension, after the end of the fiscal period in which it is written, is contingent upon a new appropriation or limitation for each succeeding fiscal period for the purpose of this Subcontract.

**CAPTIONS.** The captions or headings in this Subcontract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Subcontract.

**COMPLIANCE WITH APPLICABLE LAW.** Subcontractor agrees to comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Subcontract. Subcontractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Subcontractor also shall comply with the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws. Failure or neglect on the part of Subcontractor to comply with any or all such laws, ordinances, rules, and regulations shall not relieve Subcontractor of these obligations nor of the requirements of this Subcontract. Subcontractor further agrees to make payments promptly when due, to all persons supplying to such Subcontractor, labor or materials for the prosecution of the work provided in this Subcontract; pay all contributions or amounts due its workers' compensation insurer incurred in the performance of this Subcontract; not permit any lien or claim to be filed or prosecuted against the state on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

**CONFLICT OF INTEREST.** Subcontractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Subcontractor further covenants that in the performance of this Subcontract no person having any such interest shall be employed.

**PAYMENT AND DUAL PAYMENT.** All payments shall be in accordance with Oregon Tech Policy 580-061-0050. Subcontractor shall not be compensated for work performed under this Subcontract from any other entity of the State of Oregon.

**EXECUTION AND COUNTERPARTS.** This Subcontract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

**GOVERNING LAW.** This Subcontract shall be governed and construed in accordance with the laws of the State of Oregon. Any claim, action, or suit between Oregon Tech and Subcontractor that arises out of or relates to performance of this Subcontract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

**HAZARD COMMUNICATION.** Subcontractor shall notify Oregon Tech prior to using products containing hazardous chemicals to which Oregon Tech employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon Oregon Tech's request, Subcontractor shall immediately provide Material Safety Data Sheets, as required by OAR 437-155-025, for the products subject to this provision.

**INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Subcontractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work under this contract, or from any act, omission, or neglect of Subcontractor, its contractors, or employees. Subcontractor shall save, defend, indemnify, and hold harmless Oregon Tech and its officers, board members, employees, and agents from all claims, suits, and actions of any nature resulting from or arising out of the activities or omissions of Subcontractor or its contractors, officers, agents, or employees acting under this contract.

**INDEPENDENT SUBCONTRACTOR STATUS.** The service(s) to be rendered under this Subcontract are those of an independent Subcontractor. Subcontractor is not to be considered an agent or employee of Oregon Tech for any purpose, and neither Subcontractor nor any of contractor's agents or employees are entitled to any of the benefits that Oregon Tech provides for its employees. Subcontractor will be solely and entirely responsible for its acts and for the acts of its agents or employees during the performance of this Subcontract.



**INSURANCE.** Subcontractor shall secure at its own expense and keep in effect during the term of this Contract general liability insurance. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. Oregon Tech and its officers, board members, employees, and agents shall be included as additional insured in said insurance policy.

**NOTICES AND REPRESENTATIVES.** All notices, certificates, or communications shall be delivered or mailed postage prepaid to the parties at their respective places of business as identified in the signature block of this Subcontract, unless otherwise designated in writing. Copies of such correspondence shall also be sent to all other Subcontract signatories.

**OVERDUE PAYMENTS.** Any charges claimed by the Subcontractor for payment of an overdue amount shall be in accordance with the provisions of ORS 293.462.

**OWNERSHIP OF WORK PRODUCT.** All work products or any form of property originated or prepared by Subcontractor which result from this Subcontract are the exclusive property of Oregon Tech.

**SEVERABILITY.** If any term or provision of this Subcontract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Subcontract did not contain the particular term or provision held to be invalid.

**SUBCONTRACTS AND ASSIGNMENTS.** Subcontractor shall not enter into any subcontracts for any of the work scheduled under this Subcontract, or assign or transfer any of its interest in this Subcontract, without obtaining prior written approval from the Oregon Tech.

**SUCCESSORS IN INTEREST.** The provisions of this Subcontract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

**TERMINATIONS.** This Subcontract may be terminated at any time by mutual consent of both parties, or by either party upon thirty (30) days' notice in writing and delivered by certified mail or in person to the other party. In addition, the Oregon Tech may terminate this Subcontract effective upon delivery of written notice to Subcontractor, or at such later date as may be established by the Oregon Tech, if (a) Federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Subcontract; or (b) Any license or certificate required by law or regulation to be held by the Subcontractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed. This Subcontract may also be terminated by Oregon Tech for default (including breach of contract) if (a) Subcontractor fails to provide services or materials called for by this Subcontract within the time specified; or (b) Subcontractor fails to perform any of the other provisions of this Subcontract, or so fails to pursue the work as to endanger performance of this Subcontract in accordance with its terms, and after receipt of written notice from Oregon Tech, fails to correct such failures within ten days. The rights and remedies of Oregon Tech provided in the above clause related to defaults (including breach of contract) by Subcontractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Subcontract.

**TERMINATION DUE TO NONAPPROPRIATION OF FUNDS.** If sufficient funds are not provided in future legislatively approved budgets of Oregon Tech (or from applicable Federal, state, or other sources) to permit Oregon Tech in the exercise of its reasonable administrative discretion to continue this Subcontract, or if Oregon Tech or program for which this Subcontract was executed is abolished, the Oregon Tech may terminate this Subcontract without further liability by giving Subcontractor not less than thirty (30) days notice. In determining the availability of funds from the Oregon Legislature for this Subcontract, Oregon Tech may use the budget adopted for it by the Joint Ways and Means Committee of the Oregon Legislative Assembly.

**FOREIGN SUBCONTRACTOR.** If Subcontractor is not domiciled in or registered to do business in the State of Oregon, Subcontractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporation Division, all information required by those agencies relative to this Contract. Subcontractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Subcontract.

**FORCE MAJEURE.** Neither Oregon Tech nor Subcontractor shall be held responsible for delay or default caused by fire, riot, pandemic, epidemic or other health emergency as declared by the health authority, acts of God, or war where such cause was beyond, respectively, Oregon Tech's or Subcontractor's reasonable control. Subcontractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Subcontract.

**WAIVER.** The failure of Oregon Tech to enforce any provision of this Subcontract shall not constitute a waiver by Oregon Tech of that or any other provision.

**APPROVALS.** In some instances, another state agency may be required to approve this Subcontract before any work may commence under this Subcontract.

**RECYCLED PRODUCTS:** Subcontractors will use recycled products, as defined in ORS 279A.010(1)(ii), to the maximum extent economically feasible in the performance of the Subcontract.

**WORKERS' COMPENSATION.** All employers, including Subcontractor, that employ subject workers who work under this Subcontract in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Subcontractor shall ensure that each of its Subcontractors complies with these requirements.

**TRAVEL EXPENSES.** Unless otherwise stated in the scope of work, Subcontractor shall make and pay for their travel arrangements in performance of the Subcontract. For all contract travel itineraries, Subcontractor shall obtain pre-approval by Oregon Tech prior to execution of travel. Subcontractor's travel expenses must be reasonable and economical in order to maximize the contract value. Any air transportation to, from, between, or within a country other than the United States must

be in accordance with the Fly America Act (49 USC 40118). Travel expenses are included in the sum not-to-exceed amount indicated in this Subcontract. Unauthorized travel expenses or those not included in the sum not-to-exceed amount will not be reimbursed. Travel expense receipts are not required with invoices. Travel expenses must be included collectively as a separate line item on invoices. Receipts must be retained by Subcontractor and available for audit at any time during the term of the contract and for three years from the date of Subcontract expiration. Subcontractor's request for reimbursement of expenses must be submitted on an invoice within 90 days after the date the travel has been completed. Expenses submitted after the 90 days will not be reimbursed.

#### FEDERALLY REQUIRED PROVISIONS

**ANTI-KICKBACK ACT (40 U.S.C. 3145).** Subcontractor certifies compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor or Subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Subcontractor must report all suspected or reported violations to Oregon Tech.

**BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352).** Contractors that apply or bid for a contract of \$100,000 or more, must file the required certification that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must require any Subcontractor who applies or bids for subcontract of \$100,000 or more to provide a similar certification to the next higher tier (Contractor or Subcontractor as applicable). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Contractor or Subcontractor must forward any disclosures from tier to tier up to Oregon Tech

**CLEAN AIR ACT (42 U.S.C. 7401-7671q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED.** If this Contract provides for payments in excess of \$150,000, Subcontractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708).** For all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers, the Subcontractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Subcontractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES.** Pursuant to 2 CFR 200.216 and 2 CFR 200.471, which implement Section 889 of the NDAA (Public Law 115-232), Oregon Tech is prohibited from obligating or expending grant funds to procure equipment, services or systems that use **covered telecommunications equipment or services** as a substantial or essential component of any system, or critical technology as part of any system. Subcontractor represents and warrants that in performing under this contract it will not provide or use covered telecommunications equipment or services as defined by Public Law 115-232, Section 889(f). <https://www.congress.gov/115/plaws/publ232/PLAW-115publ232.pdf>

**DEBARMENT AND SUSPENSION EXECUTIVE ORDERS 12549 AND 12689.** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Before a contract award of \$25,000 or more is made, verification is required that the intended awarded party is not on the government-wide exclusions in the SAM. Required verification must be made by checking the SAM Exclusions. Compliance with Subpart C of 2 CFR Part 180 by checking that the intended awarded party is not listed on the SAM Exclusions, before making a contract award, will flow down from tier to tier for contract awards of \$25,000 or more. Subcontractor must include a term or condition similar to this term, in any subsequent lower tier contract awards of \$25,000 or more. Subcontractor hereby certifies they are not listed on the government-wide exclusions in the SAM.

**DOMESTIC PREFERENCE.** In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Subcontractor should, to the greatest extent practicable under this subcontract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including purchase orders for work or products under this award.

**ENERGY POLICY AND CONSERVATION ACT.** Subcontractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

**EQUAL EMPLOYMENT OPPORTUNITY.** Subcontractor must comply with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**REMEDIES FOR CONTRACTOR'S DEFAULT.** In the event Subcontractor is in default (which includes without limitation, incomplete services), Oregon Tech may, at its option, pursue any or all of the remedies available to it under this Subcontract and at law or in equity, including, but not limited to: (a) rejection of the services, (b)

requiring Subcontractor to correct any defects without charge, (c) negotiation with Subcontractor to sell the services to Oregon Tech at a reduced price, (d) termination of the Subcontract, (e) withholding all moneys due for the services Subcontractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (f) initiation of an action or proceedings for damages, specific performance, or declaratory or injunctive relief, or (g) exercise of its right of set off. These remedies are cumulative to the extent the remedies are not inconsistent, and Oregon Tech may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

**RIGHTS TO INVENTIONS MADE UNDER A SUBCONTRACT OR AGREEMENT.** If this Subcontract is for the performance of experimental, developmental, or research work, the Federal Government and Oregon Tech has rights in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**Attachment 2**  
**Subcontractor Statement of Work and Reporting Requirements**  
**Subcontract No. STM454 FCN-012**

## Background

In response to the 2022-2023 Computer Science Initiative grant program as part of the Governor's Emergency Education Funds (GEER), the South Metro Salem STEM Partnership (SMSP; "STEM Hub") is committed to establishing a foundation for **CS community-building and knowledge sharing** through direct partnerships with educational institutions, community-based organizations, non-profit program providers and educators that have **established models** of instruction, programming, and networking.

As a means to bring CS opportunities that provide initial access to computer science (CS) in our service region, SMSP has partnered with CS is Elementary, a nationally established non-profit organization, to host the first annual regional SMSP Family Code Night. The event is a live-streamed family-centered coding experience in which students (primarily K-5, including K-8) partner with family members to complete code.org challenges.

SMSP has invited regional schools & organizations to serve as host sites for viewing parties for the livestream program (held **Tuesday, February 28th, 2023 from 6-7:30pm**). Sites will serve as subcontractors for the broader GEER program grant, with primary services including execution and documentation of Family Code Night viewing parties across the region.

## Subcontractor responsibilities and deliverables:

- Designate organizer(s) to support planning, marketing, and recruitment of families to the viewing party; it is *highly encouraged* to identify at least one (1) point person for each host site, with multiple point persons if the organization is hosting several schools to maximize outreach & recruitment potential. **Once designated, point person contact information shall be shared with the contractor.**
- Identify and execute recruitment efforts that meet the grant requirements to "increase access, participation, and engagement in computer science opportunities of K-12 students in Oregon public schools with a focus on students who are historically and systemically underrepresented in computer science education and careers"
- Communicate with the contractor regarding any and all language support needs associated with the event at the earliest convenience or no fewer than twenty (20) days prior to the livestream event to facilitate successful administration of support.
- Identify a system for recording and reporting attendance of event (i.e. use of provided sign-up forms, attendance sheets at sign-in table. etc.) that will be shared with the contractor no later than thirty (30) days post-event.
- Supply all receipts associated with event expenses to accompany invoices submitted to the contractor.
- If CS-related equipment or non-consumable supplies are purchased to support ongoing CS engagement with participants:

- documentation regarding the intended use and impact of purchases must be included in post-event organizer survey responses
- any equipment purchased must be age-appropriate and accessible for intended grade bands (K-8) served by the Family Code Night event
- Promotion of event through fliers, newsletters, and social media to recruit families. If using social media, including the following hashtags and tags for collaborative promotion with the contractor whenever possible.
  - #SMSPFamilyCodeNight; #SMSPcommunity
  - @SMSSTEMPartnership

NOTE: Follow your media release policy to approve images of children and families

**Contractor (SMSP) responsibilities and deliverables:**

- Contractor will provide a 6-week, step-by-step Organizers Guide, with everything needed to plan the event. The Guide includes a family invitation video, social media, digital flyers and other family-awareness outreach materials.
- Contractor will provide language support services as requested by subcontractor which may include translation of marketing materials, day-of materials, and feedback surveys; live translation of Family Code Night livestream event with support for accessing translation through remote video services; in-person interpreters for the event day-of based on needed of communities being served.
- Contractor will provide a post-event feedback survey (electronic form, physical copies upon request) for distribution to all event participants and translated into requested languages to be shared at the end of the Family Code Night livestream.
- Contractor will provide a region-wide raffle prize as incentive for participation in the post-event feedback survey, with prize distribution to be facilitated through the STEM Hub directly to awardee.
- Contractor will provide ongoing organizer support opportunities including materials, office hours, and communications in support of event execution.

**Budget Breakdown & Narrative:**

Examples of subcontract fund uses for this event include but are not limited to:

- Staff or teacher stipends\*
- Family welcome dinner on site\*
- Transportation for attendees
- Raffle prizes, gifts for attendees (excluding gift cards)
- Supplies or equipment related to CS activities for event or ongoing CS engagement

\*Priority should be placed on expenses related to the successful execution of an in-person event, including compensation for staffing and food for a welcome dinner, with extraneous funds used toward prizes or non-consumable equipment related to CS activities

**Funds may not be used for the following purposes:**

- Programs limited to single-gender activities that violate provisions of Title IX.

- Costs associated with construction and other capital expenses unless pre approved by ODE.
- Travel outside of Oregon without prior consent from ODE.
- Equipment and supplies that are dedicated solely to administrative functions.

### **Reporting Requirements:**

Completion of post-event organizer survey no later than thirty (30) days post-event that includes:

- Documentation regarding the intended use and impact of any equipment purchases
- Documentation of recruitment efforts that meet the grant requirements to "increase access, participation, and engagement in computer science opportunities of K-12 students in Oregon public schools with a focus on students who are historically and systemically underrepresented in computer science education and careers"
- Event attendance numbers including staff/volunteers, students & family members

### **Invoice schedule & directions**

- **Payment:**

Payment of event invoice contingent on submission of post-event organizer survey and satisfaction of reporting requirements.

- Invoice due by March 30, 2023 and including all pertinent receipts for event expenses
  - Email invoices & receipts to: [lesly.rodriquez@oit.edu](mailto:lesly.rodriquez@oit.edu); cc [julia.betts@oit.edu](mailto:julia.betts@oit.edu)
  - Reference: "STM454 FCN-012"



*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  
**DATE:** February 13, 2023

---

**SUBJECT:**

Consideration of **Resolution No. 5672-23** Increasing the Construction Contract Authorization Amount for the 2022 Neighborhood Traffic Safety Projects Phase 1, part of the Tualatin Moving Forward Program.

**RECOMMENDATION:**

Staff recommends that Council approve the resolution authorizing the City Manager to execute change orders to a contract with Cascade Civil Corp for the 2022 Neighborhood Traffic Safety Projects Phase 1 for up to 20% of the original contract amount of \$256,835.

**EXECUTIVE SUMMARY:**

The original contract will build new sidewalk along Avery Street southeast of Tualatin-Sherwood Road, enhance crosswalks with ADA curb ramps and flashing lights across Martinazzi Avenue at Mohawk Street and across Boones Ferry Road at 84<sup>th</sup> Avenue, and improve sidewalks, ramps, and a bus stop on Martinazzi Avenue near Fred Meyer.

During construction the project team identified additional sidewalk, ramp, and bus stop work needed for pedestrians and wheelchair users traveling along Martinazzi Ave, to and from Fred Meyer, and to and from the newly-relocated bus stop along Martinazzi Ave north of the Fred Meyer driveway.

TriMet approached City staff to discuss the safety of passengers exiting buses on Martinazzi Avenue at Mohawk Street, concerned that these pedestrians could be hit as they cross the street by drivers turning right around the bus. City and TriMet staff identified a way to address this issue by moving the bus stop about 200 feet to the North along Martinazzi Avenue, which could be accomplished most efficiently and at a much lower cost by amending this existing construction contract than through a stand-alone project.

TriMet is contributing towards these improvements by moving a bus stop shelter and bench and by moving signs for the bus stops.

While the additional cost of this work is more than the 10% allowance for Change Orders previously authorized by Resolution 5648-22, staff believes leveraging this existing contract can most efficiently accomplish these needed improvements.

**OUTCOMES OF DECISION:**

Adopting the resolution and authorizing contract execution would allow construction of this work to proceed as part of this existing contract.

**FINANCIAL IMPLICATIONS:**

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

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**ATTACHMENTS:**

Resolution No. 5672-23 Increasing Construction Contract Authorization Amount



RESOLUTION NO. 5672-23

A RESOLUTION INCREASING THE CONSTRUCTION CONTRACT AUTHORIZATION AMOUNT FOR THE 2022 NEIGHBORHOOD TRAFFIC SAFETY PROGRAM PHASE 1 PROJECT, PART OF THE TUALATIN MOVING FORWARD PROGRAM

WHEREAS, on October 24, 2022 Council authorized the City Manager to execute a contract with Cascade Civil Corp in the amount of \$256,835 for construction of the Neighborhood Traffic Safety Phase 1 Project, part of the Tualatin Moving Forward Program, and to execute Change Orders totaling up to 10% of the original contract amount;

WHEREAS, the opportunity became available for the City of Tualatin to expand this contract for bus stop improvements on Martinazzi Ave in conjunction with TriMet;

WHEREAS, expanding this existing contract allows these improvements to be made more efficiently than as a stand-alone project;

WHEREAS, TriMet is contributing towards these bus stop improvements by installing a shelter, bench, and signs; and

WHEREAS, there are funds budgeted for this work in the Transportation Project Fund.

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

**Section 1.** The City Manager, or the City Manager's designee, is authorized to execute Change Orders totaling up to 20% of the original contract amount authorized on October 24, 2022.

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

Adopted by the City Council this 13th day of February, 2023.

ATTEST:

CITY OF TUALATIN, OREGON

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

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



*City of Tualatin*

## CITY OF TUALATIN Staff Report

**TO:** Honorable Mayor and Members of the City Council  
**THROUGH:** Sherilyn Lombos, City Manager  
**FROM:** Steve Koper, AICP, Assistant Community Development Director  
**DATE:** February 13, 2023

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**SUBJECT:**

Planning 101 is part of a Council education series.

**EXECUTIVE SUMMARY:**

The Planning 101 will include the following topics:

- A brief history of planning and zoning in the US to provide context for the discussion
- An overview of the Oregon Statewide Planning System
- An overview of the Metro Planning System
- An introduction to Tualatin's first Planning documents (Its Comprehensive Plan and Development Code)
- A brief explanation of the role of a Comprehensive Plan
- A brief explanation of the role of a Development Code
- How Tualatin's Comprehensive Plan and Development Code have changed recently
- A discussion of potential future Development Code changes based on Council and community feedback
- Potential Planning topics for future discussion (Comprehensive Plan Amendments, Development Code Amendments, the Development Process, and How Citizens Interact with the Development Code)

**ATTACHMENTS:**

-Presentation



**Planning 101**

**City Council  
Meeting  
February 13, 2023**



# Tonight's Agenda

- History of Planning in the US
- The Oregon Planning System
- The Metro Planning System
- Tualatin's Growth
- Intro to Tualatin's Planning System
- For Future Discussion...
- Questions



# History of City Planning in the US

- The US Constitution established certain rights form the basis of planning:
  - Property rights
  - Due process
  - State rights
- Cities get their power from the states ("*home rule*")

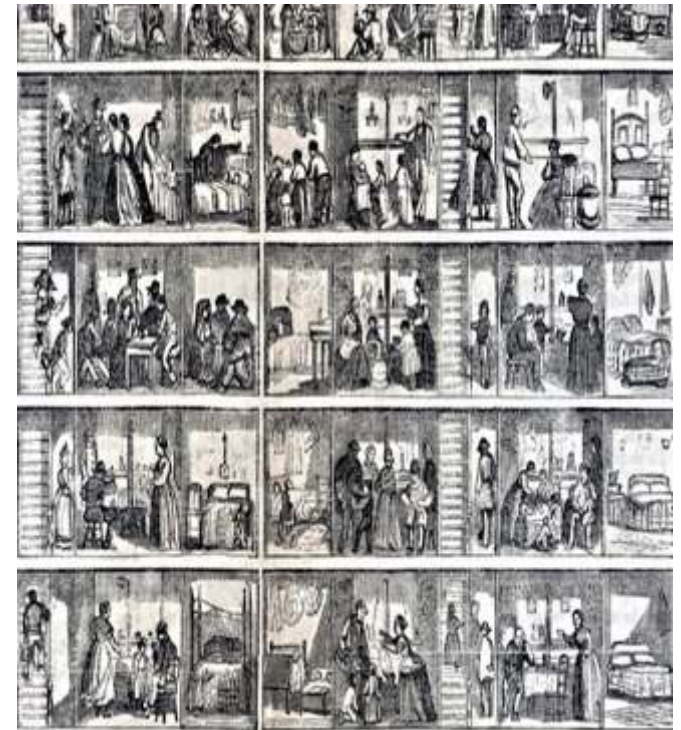






# History of City Planning in the US

- Early US growth:
  - Limited by constitution and technology
- Problems from early growth:
  - Health and sanitation
- Why suburban growth happened:
  - 1950s-60s baby boom
  - Economic demand
  - Private car ownership





# History of City Planning in the US

- The 1950s saw growth with no zoning or planning
- *Euclid vs. Ambler Realty* (Supreme Court) established cities' power to regulate private property
- Cities could use zoning (limit uses) to protect public health and safety





# History of City Planning in the US

- Future trends shaping US planning:
  - Need for more efficient infrastructure
  - Need to reduce emissions by:
    - Mixing uses and increasing density







# Oregon Statewide Planning

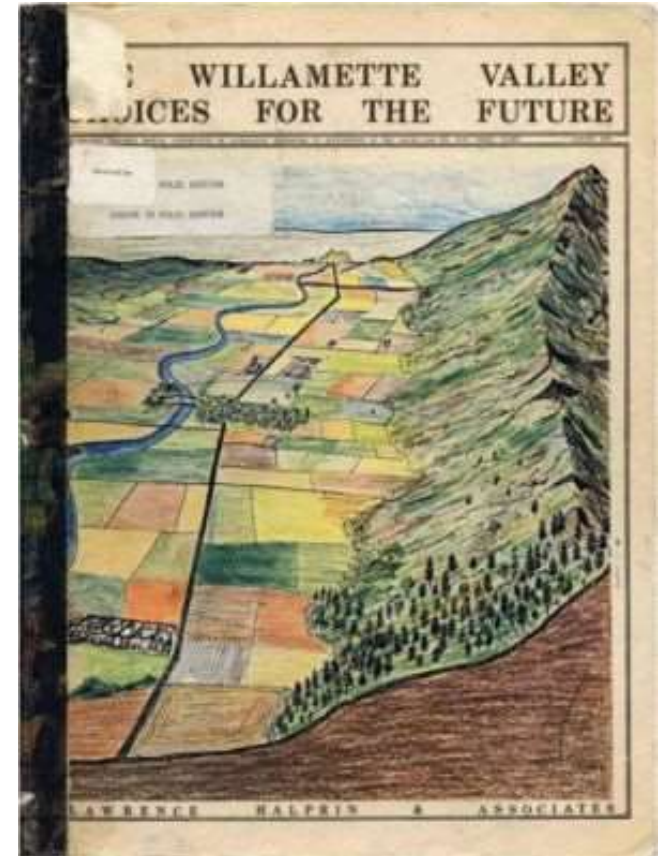
- Oregon passed Senate Bill 100 in 1973
- In 1974, established 14 planning goals (now 16)
- Notable priorities:
  - Citizen involvement
  - Growth (housing + employment) inside urban growth areas
  - Preserve farm/forest and resource lands





# Oregon Statewide Planning

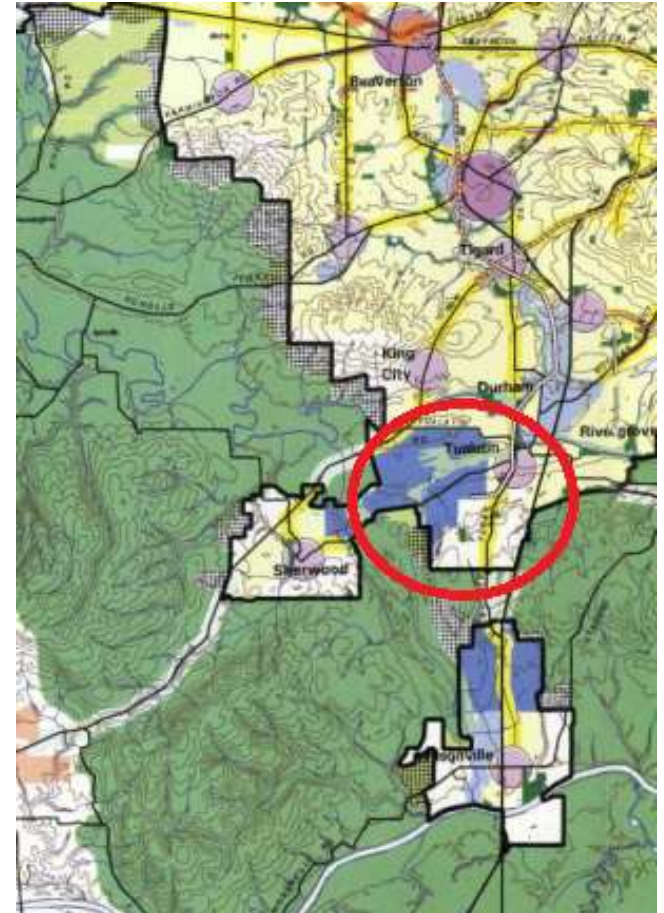
- Statewide Planning today:
  - Oregon Administrative Rules give additional guidance
  - Overseen by Department of Land Conservation and Development (professional planning staff)
  - Land Conservation and Development Commission (appointed board) makes changes to rules





# Metro Planning System

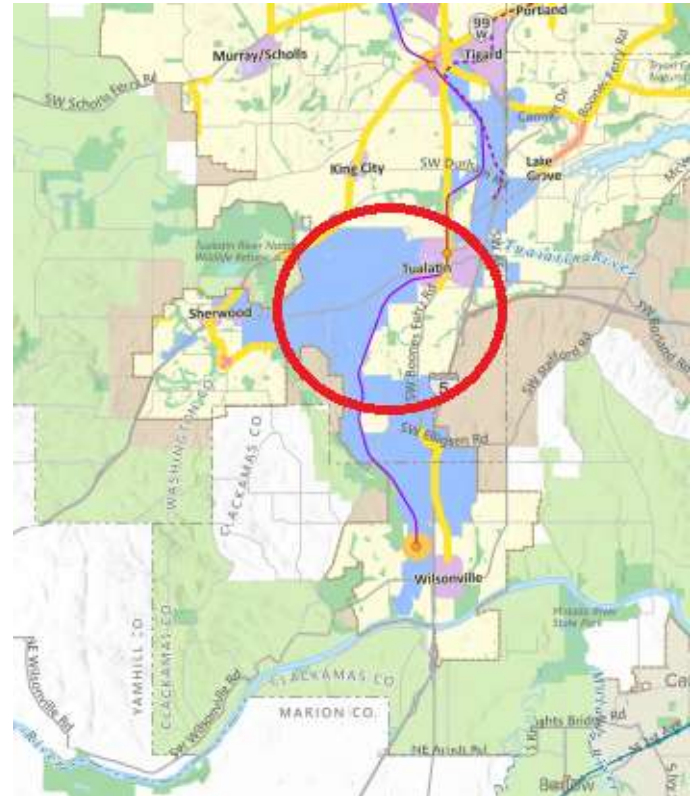
- In 1982, Portland-area voters create "Metro," the first elective metropolitan council in the United States
- In 1994, Metro adopts its first 2040 "growth plan" for the region
- Metro assumes responsibility for managing the Portland Metro Urban Growth Boundary (UGB)





# Metro Planning System

- Current Metro planning functions:
  - Managing the UGB – this includes “urban reserves” and “rural reserves”
  - Managing the Urban Growth Management Functional Plan
  - Managing the Regional Transportation Plan (RTP)

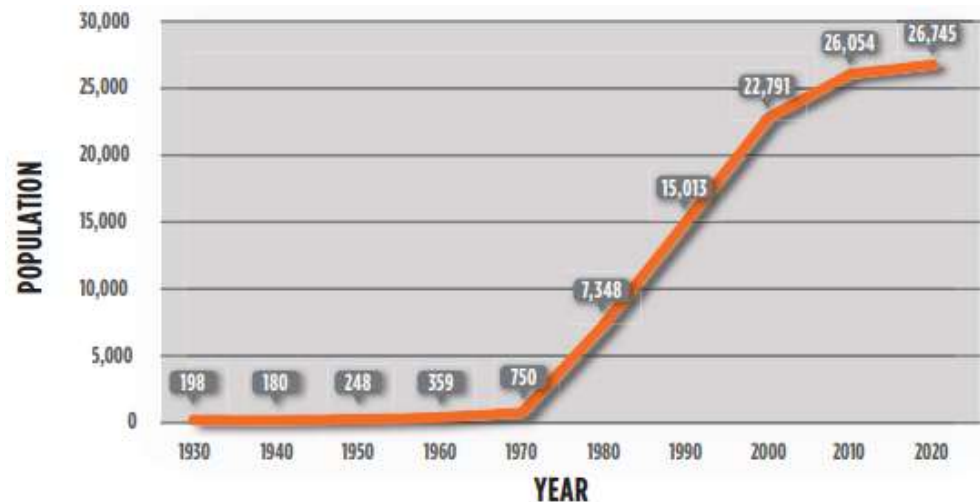






# Tualatin's Growth

- Tualatin was incorporated as a city in 1913 (population ~200 people)
- In 1980 the population was 7,348, which grew to 22,791 by 2000, and leveled out to about 26,000 by 2010





# Intro to Tualatin's Planning System

- Tualatin's first Comprehensive Plan was adopted in 1982 and accepted by the state in 1983
- Tualatin's Development Code was developed and adopted at the same time as the Comp Plan
- In 2020 the Comprehensive Plan was given a refresh and an updated Housing Element based on the Tualatin | 2040 work





# What is a Comprehensive Plan

- A Comprehensive Plan:
  - Expresses the Council's interpretation of the "public interest"
  - It establishes the *goals and policies* for land development
  - It is a high-level policy document and is carried out by the development code

## *Goals & Policies*

### **GOAL 3.2 HOUSING FOR ALL.**

Encourage development and preservation of housing that is affordable for all households in Tualatin.

**POLICY 3.2.1 HOUSING TYPE DIVERSITY.** Support development of townhomes, duplexes, triplexes, quadplexes, cottages, courtyard housing, accessory dwelling units, single story units, senior housing, and extended family and multi-generational housing in all residential zoning districts.





# What is a Development Code

- The Development Code:
  - Implements the Comprehensive Plan – “how” goals and policies happen
  - It applies to *development* – making changes to land
  - It includes zoning – where land uses are allowed – as well as development standards – (setbacks, height, utilities, and design)

Table 40-2  
Housing Types in the RL Zone

HOUSING TYPE	STATUS
Single-Family Dwelling	P/C
Accessory Dwelling Unit	P
Duplex	P
Townhouse	P
Triplex	P
<u>Quadplex</u>	P



## Next Time...

- A deeper dive into the Tualatin Comprehensive Plan and Development Code:
  - How does the Comprehensive Plan work?
  - How does the Development Code work?
  - How is our planning system similar to other nearby cities?
  - How is our planning system differ from other nearby cities?





*City of Tualatin*

**CITY OF TUALATIN  
Staff Report**

**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Sherilyn Lombos, City Manager  
**DATE:** February 13, 2023

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**SUBJECT:**  
Review of the City of Tualatin Council Rules

**EXECUTIVE SUMMARY:**  
The Tualatin City Council Rules were adopted by Resolution No. 5355-18 in February 2018 and then amended by Resolution No. 5486-20 in March 2020. They were created with the intent of documenting Council protocol and agreements and providing guidance to Councilors.

At tonight's Council meeting, staff will facilitate a review of the Council Rules.

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**ATTACHMENTS:**

-City of Tualatin Council Rules



# **CITY OF TUALATIN COUNCIL RULES**

**Adopted by Resolution No. 5355-18, February 12, 2018**

**As Amended by Resolution No. 5486-20, March 23, 2020**

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# RULE 1

## General Governance

### A. Rules of Procedure.

1. Chapter IV of the Charter authorizes the Council to adopt rules of procedure for Council meetings.<sup>1</sup> Unless otherwise provided by the Charter, an ordinance, or these rules, the procedure for all Council meetings, and any subcommittee of the Council, will be guided by Robert's Rules of Order, 11th Edition.
2. To maintain orderly procedures, members of Council should be recognized by the chair before commenting and should maintain decorum with courteous interactions during debate. Members of Council are encouraged to avoid invoking the finer points of parliamentary procedure found in Robert's Rules of Order when such points could obscure the issues before Council and confuse the public.
3. Whenever these rules and Robert's Rules of Order conflict, these rules govern.

**B. Council.** The members of Council are the Mayor and the Councilors.<sup>2</sup> There are six Councilor positions.<sup>3</sup>

1. Council Position 1 – the term ends December 31, 2018 and every four years thereafter.
2. Council Position 2 – the term ends December 31, 2020 and every four years thereafter.
3. Council Position 3 – the term ends December 31, 2018 and every four years thereafter.
4. Council Position 4 – the term ends December 31, 2020 and every four years thereafter.
5. Council Position 5 – the term ends December 31, 2018 and every four years thereafter.
6. Council Position 6 – the term ends December 31, 2020 and every four years thereafter.

### C. Quorum.

1. A quorum is required to conduct official City business. A quorum consists of three (3) Councilors plus the Mayor or Mayor pro tem.<sup>4</sup>

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<sup>1</sup> Charter Section 13 (Meetings) (“[the Council] shall adopt rules for the government of its members and proceedings”).

<sup>2</sup> Charter Sections 7 (Council); 8 (Councilors); 8a (Assignment of Council Positions); 9 (Mayor) (describing Council, Mayor, and powers).

<sup>3</sup> Charter Section 8a (Assignment of Council positions).

<sup>4</sup> Charter Section 14, (“Three Councilors and the Mayor or Mayor pro tem shall constitute a quorum for its business, but a small number may meet and compel the attendance of absent members in a manner provided by ordinance.”).



2. In the event a quorum is not present, the members of Council present may choose to hear comments from the public and receive reports, provided however no votes or official Council actions will be taken.

#### **D. Presiding Officer.**

1. The Mayor is the Presiding Officer and presides over all meetings.<sup>5</sup>
2. In the Mayor's absence the President of the Council, as Mayor Pro-Tem, serves as the Presiding Officer and presides over the meeting.<sup>6</sup>
3. If both the Mayor and the President of the Council are absent from the meeting, the following procedure may be utilized to determine the Presiding Officer for the meeting:<sup>7</sup>
  - a. Any member of Council present at a meeting may call the Council to order.
  - b. Those members of Council present must elect a temporary Presiding Officer, as Mayor Pro Tem, for the meeting. A Councilor must receive the majority vote of the incumbent members on the Council to become the Presiding Officer for the meeting.
4. Should either the Mayor or the President of the Council arrive at the meeting after it begins, the temporary Presiding Officer must relinquish control of the meeting immediately upon the conclusion of the item presently being discussed.

#### **E. Other Officers.**

1. **City Recorder.** The City Recorder, or designee, must keep the official minutes of the Council in compliance with Oregon Public Meetings laws.
2. **City Manager.** The City Manager, or designee, is required to attend all meetings of the Council and to assist in answering questions. The City Manager may participate in any discussion, when recognized by the presiding officer. However, the City Manager has no authority to vote on any decision rendered by the Council.<sup>8</sup>

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<sup>5</sup> Charter Section 17 (Mayor's Functions at Council Meetings) ("The Mayor shall be chair of the Council and preside over its deliberations.").

<sup>6</sup> Charter Section 18 (President of the Council) ("In the Mayor's absence from a Council meeting, the president shall preside over it as Mayor pro tem.").

<sup>7</sup> Charter Section 33 (Filling of Vacancies) (authorizes the Council to fill temporary vacancies by majority vote of the "incumbent members.") The term "incumbent members" in the Charter means the entire Council minus any permanently vacant seats (e.g., resignation, death, permanent incapacity). For instance, if the Mayor and Council President are absent, but 5 Councilors are present at the meeting, a Councilor must receive at least 4 votes to become the Presiding Officer because there are 7 "incumbent members" of the Council. However, if two seats on Council are permanently vacant seats, then in the same scenario above, the Councilor must receive 3 votes to be the Presiding Officer because there are 5 "incumbent members." The term "incumbent members" does not mean a majority of those Councilors actually attending the meeting.

<sup>8</sup> Charter Sections 20a (City Manager) ("attend all meetings of the Council, unless excused

3. **City Attorney.** The City Attorney serves as the parliamentarian of the Council and will advise the Council on any questions of order. The City Attorney may attend any meeting of the Council, and will, upon request, give an opinion, either written or oral, on legal questions.

## **F. Agendas.<sup>9</sup>**

1. The City Manager must prepare an agenda for every meeting, including regular, special, and executive session meetings.
2. Agendas and informational material for meetings will generally be distributed to the Council at least seven (7) days preceding the meeting. However, in certain circumstances less time may be provided.
3. The agenda for a meeting does not require Council approval.
4. The City Manager may place routine items and items referred by staff on the agenda without Council approval or action.
5. The City Manager may remove any items on the consent agenda, any item of old business, any resolution, or any ordinance placed for first reading from the agenda at any time prior to the time the meeting is convened. The Presiding Officer must announce such removal under announcements.
6. A member of Council who wishes to have an item placed on the agenda must bring the matter before the Council for consideration of adding the matter to the agenda and to determine the meeting date on which the agenda item is to be placed, if at all. Adding a matter to the agenda requires a majority vote of the member of Council present at the meeting.
7. As a guiding matter, the Council will not add an item to the agenda on the same night as the item was first submitted by a member of Council for consideration by the full Council. The exception to this general rule is for emergency purposes and only with the unanimous consent of all members of Council present.

## **G. Order of Business.**

1. The Mayor, or Mayor pro tem, as the presiding officer has the authority to determine the order of business at any meeting of the Council.
2. The order of business for all regular meetings will generally be as follows:<sup>10</sup>

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therefrom"); Section 22 (Recorder). The person appointed as City Manager is also the same person appointed as the Recorder.

<sup>9</sup> An agenda is required by ORS 192.640 (Oregon Public Meetings Law) (public notice of a meeting must include “[a list of the principal subjects anticipated to be considered at the meeting, but this requirement shall not limit the ability of a governing body to consider additional subjects.]”)

<sup>10</sup> Charter Section 17 (Mayor’s Functions at Council Meetings) (the Mayor is to “determine the order

- a. **Call to Order.** The Presiding Officer announces the opening of the meeting and designates the person to lead the pledge of allegiance;
- b. **Announcements.** Brief announcements relating to the community, including upcoming events and proclamations;
- c. **Citizen Comments.** Public comments received concerning matters not on the agenda for the meeting;
- d. **Consent Agenda.** Routine items to be adopted by one motion of the Council;
- e. **Special Reports.** Reports of City Boards and Commissions, proclamations, special presentations, or reports.
- f. **Public Hearings (Legislative and Other).** Public hearings on legislative land use matters;
- g. **Public Hearings (Quasi-Judicial).** Public hearings on quasi-judicial land use matters.
- h. **General Business.** Consideration of ordinances, resolutions, contracts, policy statements, and other items. General Business items may also include public hearings on those matters.
- i. **Items Removed from Consent Agenda.** Any item removed from the Consent Agenda will be discussed and voted on at this time;
- j. **Communications from Councilors.** Announcements and information provided by members of Council; and
- k. **Adjournment.** The conclusion of the meeting. Adjournment of the meeting is by majority vote of the members of Council present at the meeting.

#### **H. Reports of Boards, Commissions, Committees, Elected Officials and City Employees.**

- 1. When necessary, reports can be given to the Council by boards, commissions committees, elected officials and/or City employees.
- 2. When appropriate, reports to the Council should include written materials which are provided to the Council at least seven (7) days in advance of the meeting.
- 3. Oral reports to the Council should generally not exceed five (5) minutes in length.
- 4. The Council may ask questions of the presenter upon conclusion of the report being given.

#### **I. Public Comment.**

- 1. One (1) period for public comment will be reserved for every regular meeting of the Council.

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of business under the rules of the Council.”)

2. Persons wishing to speak during public comment should sign the “Speaker Request Form” and provide the person’s name and place of residence, as well as the topic upon which the person wishes to speak. The Council may request that groups with like comments choose a spokesperson to present joint remarks.
3. If a member of the public wishes to speak on an item that is scheduled for a public hearing at that same meeting, the speaker must wait until that public hearing portion of the meeting. Public comment must not be used to testify about a quasi-judicial land use matter, to testify on an item that is not a public matter, to testify on a matter which has been or is scheduled to be heard by a hearings official, or to provide or gather additional testimony or information on any matter after the official record has been closed on any matter which has been the subject of a public hearing.
4. Speakers are limited to three (3) minutes. At the discretion of the Presiding Officer, spokespersons for a group of people may be given additional time beyond three (3) minutes to speak on the matter.
5. Before providing any public comment, speakers must announce the person’s name and place of residence to the Council.
6. Members of Council may, after obtaining the floor, ask questions of speakers during public comment. In general, members of Council should not respond to comments made during the public comment agenda time, except to ask clarifying questions. Any public requests for Council action will be referred to staff for review before placing it on a future agenda. Any member of Council may intervene if the Mayor or a Councilor is violating the spirit of this guideline.
7. Speakers may play electronic audio or visual material during the time permitted for comment and may use available City-provided audio or visual equipment located in the Council chambers.

#### **J. Consent Agenda.**

1. In order to expedite the Council’s business, the approval of minutes and other routine agenda items will be placed on the consent agenda.
2. All items on the consent agenda must be approved by a single motion, unless an item is removed for separate consideration.
3. Any item on the consent agenda may be removed for separate consideration by any member of Council by stating which item is to be removed.
4. Appointments to committees must not be placed on the consent agenda.

#### **K. Ordinances and Resolutions – See RULE 3**

#### **L. Public Hearings Generally.**

1. Public hearings may be held to consider legislative, quasi-judicial, or administrative matters.

2. Persons wishing to speak should sign the “Speaker Request Form” with the person’s name and place of residence prior to the commencement of the public hearing at which the person wishes to speak.
3. The Presiding Officer will announce at the commencement of any public hearing the subject of the hearing as it is set forth on the agenda. The Presiding Officer will then declare the hearing open.
4. Prior to giving testimony, each person must state the person’s name and their place of residence. All remarks must be addressed to the Council as a body and not to any member thereof.
5. Speakers at hearings on legislative or administrative matters, other than legislative land use matters, will be limited to three (3) minutes.
6. Members of Council may, after recognition by the Presiding Officer, ask clarifying or follow up questions of individuals providing testimony after that individual has completed testifying. Questions posed by members of Council should be to provide clarification or additional information on testimony provided. Questions should not be used as an attempt to lengthen or expand the testimony of the individual. Members of Council should use restraint and be considerate of the meeting time of the Council when exercising this option. Any member of Council may intervene if another member of Council is violating the spirit of this guideline.
7. Members of Council may, after the presentation of testimony of all interested persons, ask clarifying or follow-up questions of staff. Questions posed by a member of Council should be to provide clarification or additional information on testimony provided.
8. The Presiding Officer may exclude or limit cumulative, repetitious, or immaterial matters. The Presiding Officer may order the testimony by having all speaking in favor testify, followed by all those in opposition. The Presiding Officer, with the approval of the Council, may further limit the time and/or number of speakers at any public hearing; provided that the Presiding Officer should announce any such restrictions prior to the commencement of the testimony.
9. At the end of public testimony and questions of staff, the Council must do one of the following:
  - a. Initiate deliberations by introducing a motion on the matter;
  - b. Continue the hearing; or
  - c. Keep the record open for additional written testimony.
10. During deliberations, each member of Council must have the opportunity to comment on or discuss testimony given during the public hearing.
11. A copy of any written testimony or physical evidence, which a party desires to have introduced into the record of the hearing, must be submitted to the City Recorder, or designee, prior to the conclusion of the hearing, unless the record is held open.

12. Documents submitted to the City as evidence or written testimony during a public hearing are public records. If such a document contains the name, address, including email address, and telephone number of the person, then it will be included in the record of the proceeding. Because the name, address, including email address, and telephone number are part of a public record, this information will be generally disseminated to the public, and must be disclosed, unless exempt under Oregon law, if a public records request is submitted for the documents. A person who believes such disclosure would present a danger to his or her personal safety, and who wishes to exempt his or her address, including email address, and telephone number from disclosure must submit a written request for non-disclosure to the City Recorder, or designee, pursuant to ORS 192.455(1).

**M. Conduct of Hearings on Land Use Matters – See RULE 4**

## RULE 2

### Meeting Time, Location, and Frequency

**A. Regular Meetings.** The Council will generally hold regular meetings at 7:00 p.m. on the second and fourth Monday of each and every month, excluding the fourth Monday in December. If a second or fourth Monday falls on a City-recognized holiday, the meeting will be held on the following business day.<sup>11</sup>

**B. Special Meetings.** Special meetings may be called by the Mayor, three members of Council, or by the City Manager.<sup>12</sup>

1. The City Manager will provide notice of the special meeting to each member of Council, each local newspaper, radio, and television station, and any other person or entity which has on file a written request for notice of special meetings.
2. The notice of the special meeting must be given to each Councilor via personal notice, telephone, email, or other electronic means sufficient to provide actual notice.
3. Special meetings must be noticed in accordance with Oregon's public meetings law, and, at a minimum, must be noticed at least 24 hours prior to the meeting taking place.

**C. Emergency Meetings.** Emergency meetings may be called by the Mayor, three members of Council, or by the City Manager.<sup>13</sup>

1. The City Manager will provide notice of the emergency meeting to each member of Council, each local newspaper, radio, and television station, and any other person or entity which has on file a written request for notice of emergency meetings.
2. The notice of the emergency meeting must be given to each Councilor via personal notice, telephone, email, or other electronic means sufficient to provide actual notice.
3. Emergency meetings are those meetings called with less than 24 hours' notice and the Council must identify why the meeting could not be delayed 24 hours immediately after calling the meeting to order.

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<sup>11</sup> Charter Section 13 (Meetings) ("The Council shall hold a regular meeting at least once a month in the City at a time and a place which is designated."); Tualatin Municipal Code 1-04 (setting forth specific times of meetings); see also ORS 192.610 to 192.690 (Oregon Public Meetings Law).

<sup>12</sup> Charter Section 13 (Meetings) ("The Mayor upon his or her own motion may, or at the request of three members of the Council shall, by giving notice thereof to all members of the Council then in the City, call a special meeting of the Council in accordance with procedures prescribed by the state law and general ordinance. Special meetings of the Council may also be held by the common consent of all the members of the Council in accordance with procedures prescribed by state law and general ordinance."); Tualatin Municipal Code 1-04 (48 hours' notice requirement for Special Meetings); see also ORS 192.610 to 192.690 (Oregon Public Meetings Law).

<sup>13</sup> Charter Section 13 (Meetings); see also ORS 192.610 to 192.690 (Oregon Public Meetings Law).



4. The minutes for any emergency meeting must specifically identify why the meeting constituted an emergency and was necessary.

**D. Executive Sessions.** Executive sessions may be called by the Presiding Officer, by the request of three members of Council, by the City Manager, or by the City Attorney.<sup>14</sup>

1. Executive Sessions may be called for any purpose authorized by ORS 192.660, including but not limited to the following reasons:
  - a. Consider employment of a public officer, employee, or agent pursuant to regularized procedures for hiring adopted by the public body in meetings open to the public in which there has been opportunity for public comment. (ORS 192.660(2)(a)).
  - b. Consider discipline of a public officer, employee, or agent. (ORS 192.660(2)(b)).
  - c. Conduct deliberations with persons designated by the governing body to carry on labor negotiations. (ORS 192.660(2)(d)). Conduct deliberations with persons designated to negotiate real estate transactions (ORS 192.660(2)(e)).
  - d. Consider information or records exempt by law from public inspection. (ORS 192.660(2)(f)).
  - e. Consult with legal counsel concerning litigation or litigation likely to be filed. (ORS 192.660(2)(h)).
  - f. Review and evaluate the employment-related performance of the chief executive officer pursuant to standards, criteria, and policy directives adopted by the governing body. (ORS 192.660(2)(i)).
2. Only members of Council, the City Manager, and persons specifically invited by the City Manager or the Council are allowed to attend executive sessions.
3. Representatives of recognized news media may attend executive sessions, other than those sessions during which the Council conducts deliberations with persons designated to carry on labor negotiations, or where the matter involves litigation and the news media is a party to the litigation. Members of the media are not to report on the issues discussed in executive session.
4. No final decision can be made in executive session. All final decisions must be made in open session at a regular meeting.

**E. Work Sessions.** Work sessions are permitted to present information to the Council so that the Council is prepared for regular or special meetings.<sup>15</sup>

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<sup>14</sup> Charter Section 13 (Meetings); see also ORS 192.610 to 192.690 (Oregon Public Meetings Law).

<sup>15</sup> Charter Section 13 (Meetings); TMC 1-4-020 (“A work session of the City Council will be held from 5:00 p.m. to 7:00 p.m., as needed, before each regular meeting.”); see also ORS 192.610 to 192.690 (Oregon Public Meetings Law).

1. Work sessions are generally scheduled, as needed, between 5:00 and 7:00 p.m., immediately preceding each regular meeting.
2. All work sessions are subject to Oregon's public meetings law and must be noticed accordingly.
3. Work sessions are intended to allow for preliminary discussions, and the Council is not permitted to take formal or final action on any matter at a work session.
4. Work sessions are to be scheduled by the City Manager.
5. The City Manager may invite any relevant staff to work sessions so that the sessions are as productive as possible.
6. At any work session or regular meeting, a member of Council may request an item be placed on a work session agenda. A majority vote of the Council members present is required to place the item on a future work session agenda.

#### **F. Location of Meetings.**<sup>16</sup>

1. Council meetings must be held at City Hall.
2. In the event City hall is not available for a meeting, the Council must meet at a venue open to the public and which is located within the jurisdictional limits of the City.
3. Training sessions may be held outside of the City's jurisdictional limits, provided no deliberations toward a decision are made.
4. Interjurisdictional meetings may be held outside of the City's jurisdictional limits, but should be held as close as practical to the City, and such meetings must be located within the jurisdictional boundaries of the other government entity.
5. No Council meeting must be held at any place where discrimination on the basis of an individuals' race, religion, color, sex, national origin, ethnicity, marital status, familial status, age, gender, sexual orientation, source of income, or disability is practiced.

**G. Notice of Meetings.** The City Recorder, or designee, must provide notice of all meetings in accordance with Oregon's public meeting law and City codes.<sup>17</sup>

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<sup>16</sup> This section sets forth the requirements for public meetings locations as contained in ORS 192.610 to 192.690 (Oregon Public Meetings Law).

<sup>17</sup> Tualatin Municipal Code Chapter 1-04 (48 hours' notice for meetings); ORS 192.610 to 192.690 (Oregon Public Meetings Law).

## H. Attendance at Meetings.

1. Under the charter, a Council position becomes vacant if the member of Council is absent from the City for more than 30 days without Council permission or absent from all meetings of the Council within a 60-day period.<sup>18</sup>
2. It is the responsibility of each members of Council to advise the City Manager if the member of Council will be unable to attend any regular, special, emergency, or work session meetings, or any assigned committees. The member of Council should communicate the absence to the City Manager as soon as reasonably practicable under the circumstances.
3. Attendance at meetings must be in person, by telephone, or other electronic means where the person's voice may be heard.<sup>19</sup> The preference of the Council is for all members of Council to attend in person.
4. A member of Council should not attend by telephone, or other electronic means where the person's voice may be heard, more than two consecutive meetings. A member of Council appearing by telephone, or other electronic means where the person's voice may be heard, should remain present for the entire meeting, unless it is the result of a malfunction or technical issue out of the control of the Councilor.

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<sup>18</sup> Charter Section 32 (What Creates Vacancy) (vacancy created "upon absence from the City for 30 days without the consent of the Council or upon absence from meetings of the Council for 60 days without like consent, and upon a declaration by the Council of the vacancy.")

<sup>19</sup> ORS 192.610 to 192.690 (Oregon Public Meetings Law) requires the public to have the opportunity to hear the proceedings of a meeting.

## **RULE 3**

### **Ordinances and Resolutions**

**A. Ordinances.** An ordinance is a law passed by the Council in its legislative capacity.

#### **1. Introduction.**

- a. An ordinance is introduced for consideration by the Presiding Officer for presentation for first reading.
- b. After introduction, the Council may direct by majority vote of the members present any of the following:<sup>20</sup>
  1. A public hearing on the ordinance be held;
  2. Refer the ordinance to committee for review and recommendation;
  3. Refer the ordinance to the City Manager for further revision;
  4. Pass the ordinance to a second reading; or
  5. Reject the ordinance in whole or in part.

#### **2. Readings and Final Action.**

- a. Every ordinance of the Council must, before final passage, be read fully and distinctly in an open Council meeting on two different days.<sup>21</sup>
- b. However, an ordinance may be enacted at a single meeting, if the Council approves the ordinance by the unanimous vote of all Council members present. In such cases, the ordinance must be read first in full and then by title.<sup>22</sup>
- c. Any of the readings may be by title only, instead of a full reading, if:<sup>23</sup>
  1. No Council member present at the meeting requests to have the ordinance read in full; or

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<sup>20</sup> Charter Section 19 (Vote Required) Charter Section 35 (Mode of Enactment).

<sup>21</sup> Charter Section 35 (Mode of Enactment).

<sup>22</sup> Charter Section 35 (Mode of Enactment).

<sup>23</sup> Charter Section 35 (Mode of Enactment).

2. A copy of the ordinance is provided for each Council member, and a copy is available for public inspection in the office of the City Recorder, or designee, not later than five days before the first reading of the ordinance and notice of its availability is given forthwith upon the filing, by: (i) written notice posted at the City Center; or (ii) advertisement in a newspaper of general circulation in the City.
- d. An ordinance enacted after being read by title alone has no legal effect if it differs substantially from its original terms, unless, prior to being approved by the Council, each substantial difference is read fully and distinctly at the meeting as finally amended.<sup>24</sup>
- e. The City Recorder, or designee, must take a “roll call” vote of each Councilor upon the final vote on an ordinance and the ayes and nays and abstentions of the members of Council must be recorded in the meeting minutes.<sup>25</sup>

**B. Resolutions.** A resolution is an action by the Council to adopt a policy, order, rule, or expression of opinion. All resolutions considered and voted upon by the Council must adhere to the rules outlined herein.

### 1. Introduction.

- a. Resolutions should be introduced by the Presiding Officer.
- b. After introduction of the resolution, the Council may direct that:
  1. A public hearing be held on the resolution;
  2. Pass the resolution; or
  3. Reject the resolution in whole or in part.

### 2. Readings and Final Action.

- a. Resolutions do not need to be read in full or by title at a Council meeting prior to adoption.
- b. An affirmative vote of a majority of the Council members present is necessary to pass a resolution.<sup>26</sup>

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<sup>24</sup> Charter Section 35 (Mode of Enactment).

<sup>25</sup> Charter Section 35 (Mode of Enactment) (“Upon the final vote of an ordinance, the ayes and nays of the member shall be taken and recorded in the journal); Charter Section 15 (Journal); ORS 192.650(1)(c)(Oregon Public Meetings Law) (require the meeting minutes to include “[t]he results of all votes and, except for public bodies consisting of more than 25 members unless requested by a member of that body, the vote of each member by name”).

<sup>26</sup> Charter Section 19 (Vote Required) (“ Except as this Charter otherwise provides, the concurrence of a majority of the members of the Council present at a Council meeting shall be necessary to decide any question before the Council.”)

- c. Resolutions may be placed on the Consent Agenda and may be considered as a group under the Consent Agenda.
- d. Resolutions may also be placed on the agenda as a General Business item.
- e. For resolutions placed on General Business, the City Recorder, or designee, must take a “roll call” vote of each Councilor upon the final vote on the resolution and the ayes and nays and abstentions of the members must recorded in the meeting minutes.<sup>27</sup>

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<sup>27</sup> Charter Section 15 (Journal) (“Upon request of any of its members, the ayes and nays upon any question before it shall be taken and a record of the vote entered in the journal.”); ORS 192.650(1)(c)(Oregon Public Meetings Law) (require the meeting minutes to include “[t]he results of all votes and, except for public bodies consisting of more than 25 members unless requested by a member of that body, the vote of each member by name”).

## RULE 4 Land Use Hearings

### A. General Conduct of Hearings.<sup>28</sup>

1. Any party may speak in person, through an attorney, or elect to have a representative from an officially recognized Citizen Involvement Organization (CIO) present the party's case.
2. A copy of any written testimony or physical evidence which a party desires to have introduced into the record at the time of hearing must be submitted to the City Recorder, or designee, at the time the party makes his or her presentation. If the testimony or evidence is not submitted to the City Recorder, or designee, it must not be included in the record for the proceeding.
3. Except as otherwise provided by these rules, no person may speak more than once without obtaining permission from the Presiding Officer.
4. Upon being recognized by the Presiding Officer, any member of Council, may question any person who testifies.
5. Testimony must be directed towards the applicable standards and criteria which apply to the proposal before the Council.
6. The Presiding Officer may exclude or limit cumulative, repetitious, or immaterial testimony. To expedite hearings, the Presiding Officer may call for those in favor and those in opposition to rise, and the City Recorder, or designee, must note the numbers of such persons for the record in the minutes.

### B. Quasi-Judicial Land Use Matters.

1. **Scope of Review.** All appeals and Council-initiated review in quasi-judicial land use proceedings are new (de novo) and must be held on the record.
2. **Conflicts of Interest.**
  - a. A member of Council must not participate in a discussion or vote in a quasi-judicial land use proceeding if:
    1. The member of Council has an actual conflict of interest as defined by the Oregon Revised Statutes or the City charter; or
    2. The member was not present during the public hearing; provided, however, the member may participate if they have reviewed the evidence, including recordings of the hearing, and declared such fact for the record.

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<sup>28</sup> State law governs this process. ORS Chapter 197 (Comprehensive Land Use Planning; ORS Chapter 227 (City Planning and Zoning).



### 3. **Ex Parte Contact.**

- a. Ex parte contacts are any contacts with any party outside of the hearing process. Specific questions about whether a contact is considered ex parte should be discussed with the City Attorney before the meeting begins.
- b. Members of the Council must reveal any ex parte contacts with regard to the proceeding at the commencement of any quasi-judicial land use proceeding. See, ORS 227.180. If such contact impairs the member's impartiality, the member must state this fact and abstain from participation on the matter.

### 4. **Burden of Proof.**

- a. The proponent has the burden of proof on all elements of the proposal, and the proposal must be supported by proof that it conforms to all applicable standards and criteria.
- b. The decision of the Council must be based on the applicable standards and criteria set forth in the Tualatin Development Code, the City's comprehensive plan, and, if applicable, any other land use standards imposed by state law or administrative rule.
- c. The proponent, any opponents, and/or City staff may submit to the Council a set of written findings or statements of factual information which are intended to demonstrate the proposal complies or fails to comply with any or all applicable standards and criteria.

### 5. **Hearing Procedures.** The order of hearings in quasi-judicial land use matters is:

- a. **Land Use Hearing Disclosure Statement.** The Presiding Officer must read the land use hearing disclosure statement, which must include:
  1. A list of the applicable criteria;
  2. A statement that testimony, arguments and evidence must be directed toward the applicable criteria or other criteria in the plan or land use regulation which the person believes to apply to the decision;
  3. A statement that failure to raise an issue accompanied by statements or evidence sufficient to afford the Council and the parties an opportunity to respond to the issue precludes appeal to the Land Use Board of Appeals based on that issue; and
  4. If applicable, a statement that a failure to raise constitutional issues relating to proposed conditions of approval precludes an action for damages in circuit court.
- b. **Call for Ex Parte Contacts.** The Presiding Officer must inquire whether any member of Council had ex parte contacts. Any member of Council announcing an ex parte contact must state for the record the nature and content of the contact.

- c. **Call for Abstentions.** The Presiding Officer must inquire whether any member of Council must abstain from participating in the hearing due to a conflict of interest or bias. Any member of Council announcing a conflict of interest must or bias must state the nature of the conflict or bias, and must not participate in the proceeding, unless the person's vote is necessary to meet a requirement of a minimum number of votes necessary to take official action; provided, however, that the member must not participate in any discussion or debate on the issue of which the conflict arises.
  - d. **Staff Summary.** Planning staff will present a summary and recommendation concerning the proposal.
  - e. **Presentation of the Case.** The presentation of the case will be as follows:
    - 1. Proponent's case.
    - 2. Persons in favor.
    - 3. Persons opposed.
    - 4. Other interested persons.
    - 5. Rebuttal. Rebuttal may be presented by the proponent. The scope of rebuttal is limited to matters which were introduced during the hearing.
  - f. **Close of Hearing.** Unless the Council leaves the record open for a specified period of time, no further information will be received after the close of the hearing, provided however Council may ask specific questions of staff. If the response by staff to any such questions requires the introduction of additional factual evidence, all parties must be afforded an opportunity for rebuttal.
  - g. **Deliberations.** Deliberations will immediately follow the hearing. The Council may delay deliberations to a subsequent time certain.
- 6. **Findings and Order.** The Council may approve or reject the proposal. The Council must adopt a resolution or order containing findings to support its decision. The Council may incorporate findings proposed by the proponent, the opponent, or staff in its decision.
  - 7. **Continuances.** Only one continuance is available by right. However, nothing in this section restricts the Council, in its discretion, from granting additional continuances. Any continuance must result in a corresponding extension of the 120-day time limitations imposed by the Oregon Revised Statutes.

### C. Legislative Land Use Matters.

- 1. **Hearings Procedures.** The order of procedures for hearings on legislative land use matters must be:
  - a. **Call for Abstentions.** Inquire whether any member of Council wishes to abstain from participation in the hearing. Any member announcing an abstention must identify the reason therefore and must not participate in the proceedings.

- b. **Staff Summary.** Staff must present a statement of the applicable criteria, and a summary and recommendation concerning the proposal.
- c. **Presentation of the Case.** The presentation of the case will be as follows:
  - 1. Proponent's case.
  - 2. Persons in favor.
  - 3. Persons opposed.
  - 4. Other interested persons.
- d. **Close of Hearing.** Unless the Council leaves the record open for a specified period of time, no further information will be received after the close of the hearing, provided however, Council may ask questions of staff.
- e. **Deliberations.** Deliberations will immediately follow the hearing. The Council may delay deliberations to a subsequent time certain.
- f. **Reopening Hearing.** Prior to second reading of an ordinance relating to a legislative land use matter, and upon majority vote of the Council, a hearing may be reopened to receive additional testimony, evidence or argument. The same notice requirements must be met for the reopened hearing as were required for the original hearing.

## RULE 5

### Motions, Debate, Public Comment, and Voting

**A. Motions.** The following rules apply to motions:

1. All motions must be distinctly worded.
2. The Presiding Officer must repeat the motion prior to a vote.
3. The Council will discuss a motion only after the motion has been moved and seconded. Nothing in this section prevents general discussion or expression of opinions before a motion is made.
4. If a motion does not receive a second, it dies.
5. A motion that receives a tie vote fails.<sup>29</sup>
6. A motion to amend can be made to a motion that is on the floor and has been seconded.
7. Amendments are voted on first, then the main motion is voted on, as amended.
8. A member of Council may have a motion which contains several elements divided, but the mover has the right to designate which element will be voted on first.
9. A motion may be withdrawn by the mover at any time without the consent of the Council.
10. No motion will be received when a question is under debate except for the following:
  - a. To lay the matter on the table;
  - b. To call for the previous question;
  - c. To postpone;
  - d. To refer; or
  - e. To amend.
11. A call for the question is intended to close the debate on the main motion; does not require a second and is not debatable.
12. A call for the question fails without a majority vote.
13. Debate on the main subject resumes if the motion to call for the question fails.
14. A motion to adjourn cannot be amended.

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<sup>29</sup> Charter Section 19 (Vote Required) (“Except as this Charter otherwise provides, the concurrence of a majority of the members of the Council present at a Council meeting shall be necessary to decide any question before the Council.”)

## **B. Motion to Reconsider.**

1. A motion to reconsider may only be made by a member of the prevailing side. Any member may second the motion.
2. A motion to reconsider can be made only once and must be made before the final adjournment of the meeting when the item goes out of possession of the Council.

## **C. Debate.** The following rules govern the debate of any item being discussed by the Council:

1. Every member of Council wishing to speak on the matter must address the Presiding Officer, and, upon recognition by the Presiding Officer, confine remarks to the question under debate, at all times acting and speaking in a respectful manner.
2. Once the member of Council is recognized by the Presiding Officer, the other members of Council must not interrupt, unless it is a call to order.
3. The member of Council moving the adoption of any ordinance or resolution will have the privilege of closing the debate.

## **D. Public Comment.**

1. The public is entitled to comment on all matters before the Council that require a vote.
2. Public comment will occur after the matter up for vote has been presented by City staff and before the Council takes any formal action on the matter.
3. Each member of the public is entitled to comment on the matter before the Council for three (3) minutes.
4. Public comment is a time for comment; it is not a time for debate. Any questions from members of the public to Council or City staff will be referred to City staff for a response to be provided a later time.
5. Prior to giving comment, each person must state the person's name and their place of residence. This information will be used to insure the minutes of the meeting properly reflect those persons who provided public comment.
6. All remarks must be addressed to the Council as a whole. Any person making personal, impertinent, or slanderous remarks, or who becomes boisterous, threatening, or personally abusive while addressing the Council, may be requested to leave the meeting. Applause, boos or other public demonstrations by those attending the Council meeting are considered inappropriate behavior.

## **E. Voting.** The following rules apply to voting on matters before the Council, unless amended in the manner outlined in Rule 3 of these Rules.

1. **Reports.** A majority of a quorum is required to approve or accept a report. However, no vote is required if the report is only for informational purposes.<sup>30</sup>

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<sup>30</sup> Charter Section 19 (Vote Required) ("Except as this Charter otherwise provides, the concurrence of  
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2. **Consent Agenda.** The unanimous vote of all members of Council present is required to approve the matters on a consent agenda.
3. **Ordinances.** An ordinance requires a majority of a quorum to pass.<sup>31</sup>
4. **Emergency Clause in Ordinances.** An emergency ordinance requires the unanimous vote of all Council members present.<sup>32</sup>
5. **Resolutions.** A majority of a quorum is required to pass a resolution.<sup>33</sup>
6. **Budget.** The budget requires a majority of a quorum to pass.<sup>34</sup>
7. **Franchise Agreements.** A majority of a quorum is required to pass an ordinance granting a franchise.<sup>35</sup>
8. **Suspension of Rules.** A majority vote of all members of Council present is required to suspend or rescind a rule contained in these rules of procedure, however, rules which also appear in the Charter may not be suspended or rescinded.<sup>36</sup>

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a majority of the members of the Council present at a Council meeting shall be necessary to decide any question before the Council.”)

<sup>31</sup> Charter Section 35 (Mode of Enactment); Charter Section 19 (Vote Required) (“Except as this Charter otherwise provides, the concurrence of a majority of the members of the Council present at a Council meeting shall be necessary to decide any question before the Council.”)

<sup>32</sup> Charter Section 35 (Mode of Enactment) (“an ordinance may be enacted at a single meeting of the Council by unanimous vote of all Council member present...”); Charter Section 36 (When Ordinances Shall Take Effect) (“An ordinance enacted by the Council shall take effect on the thirtieth day after its enactment. When the Council deems it advisable, however, an ordinance may provide a later time for it to take effect, and in case of an emergency, it may take effect immediately.”)

<sup>33</sup> Charter Section 19 (Vote Required) (“Except as this Charter otherwise provides, the concurrence of a majority of the members of the Council present at a Council meeting shall be necessary to decide any question before the Council.”)

<sup>34</sup> Charter Section 19 (Vote Required) (“Except as this Charter otherwise provides, the concurrence of a majority of the members of the Council present at a Council meeting shall be necessary to decide any question before the Council.”)

<sup>35</sup> Charter Section 19 (Vote Required) (“Except as this Charter otherwise provides, the concurrence of a majority of the members of the Council present at a Council meeting shall be necessary to decide any question before the Council.”)

<sup>36</sup> Charter Section 6 (Where Powers Vested) (“Except as this Charter provides otherwise, all powers of the City shall be vested in the Council.”); Charter Section 13 (Meetings) (“[the Council] shall adopt rules for the government of its members and proceedings.”); Charter Section 19 (Vote Required) (“Except as this Charter otherwise provides, the concurrence of a majority of the members of the Council present at a Council meeting shall be necessary to decide any question before the Council.”)

9. **Votes.** All votes must be recorded in the minutes. <sup>37</sup>

10. **Tie Votes.** Tie votes indicate a denial of the motion or proposal. <sup>38</sup>

#### **F. Effective Date.**

1. Ordinances take effect 30 days from the date of passage, unless a later date is indicated in the ordinance, in which case it takes effect on that date. However, the following ordinances take effect immediately upon passage: <sup>39</sup>
  - a. Ordinances making appropriations and the annual tax levy;
  - b. Ordinances relative to local improvements and assessments; and
  - c. Emergency ordinances.
2. A resolution becomes effective upon adoption unless otherwise stated in the resolution.
3. The filing of a referendum petition suspends the effective date of an ordinance.

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<sup>37</sup> Charter Section 15 (Journal); Charter Section 35 (Mode of Enactment) (“Upon the final vote of an ordinance, the ayes and nays of the member shall be taken and recorded in the journal); ORS 192.650(1)(c)(Oregon Public Meetings Law) (require the meeting minutes to include “[t]he results of all votes and, except for public bodies consisting of more than 25 members unless requested by a member of that body, the vote of each member by name”).

<sup>38</sup> Charter Section 19 (Vote Required) (“Except as this Charter otherwise provides, the concurrence of a majority of the members of the Council present at a Council meeting shall be necessary to decide any question before the Council.”)

<sup>39</sup> Charter Section 36 (When Ordinances Shall Take Effect) (“An ordinance enacted by the Council shall take effect on the thirtieth day after its enactment. When the Council deems it advisable, however, an ordinance may provide a later time for it to take effect, and in case of an emergency, it may take effect immediately.”)

## **RULE 6**

### **Minutes**

#### **A. Generally.**<sup>40</sup>

1. All minutes must be in written form, with an electronic copy of the meeting maintained by the City Recorder, or designee, in accordance with the appropriate record retention schedule.
2. The minutes must contain the following information:
  - a. The date, time and place of the meeting;
  - b. The members of the Council present;
  - c. The motions, proposals, resolutions, orders, ordinances, and measures proposed and their disposition;
  - d. The results of all votes and the vote of each member by name;
  - e. The substance of any discussion on any matter; and
  - f. A reference to any document discussed at the meeting.

#### **B. Approval.** The Council must approve all minutes of any meeting.

1. All minutes must be approved within ninety days of the meeting having occurred.
2. The draft minutes must be submitted to the Council as part of the Council's packet prior to the meeting where they will be discussed.
3. Any member of Council may request an amendment or correction of the minutes prior to a final vote being taken on the minutes.

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<sup>40</sup> Charter Section 15 (Journal) ("The Council shall cause a journal of its proceedings to be kept. Upon request of any of its members, the ayes and nays upon any question before it shall be taken and a record of the vote entered in the journal."); Charter Section 13 (Meetings); Charter Section 22 (Recorder); see also, ORS 192.610 to 192.690 (Oregon Public Meetings Law).



## RULE 7 Appointments

**A. Appointments of City Staff.** The Council appoints and can remove those positions identified in the City’s charter. All appointments require a majority vote of the members of Council present at a meeting.<sup>41 42</sup>

**B. City Manager/Recorder.** The City Manager (who also serves the role of Recorder under the Charter) is appointed by the Council.<sup>43</sup>

1. **Reviews.** The City Manager is subject to a review by the Council to be generally conducted during the first quarter of the year, in even numbered years.
2. **Removals.** The City Manager may be removed by a majority vote of the entire Council.<sup>44</sup>

**C. Municipal Judge.**

1. **Appointment and Removal.** The Mayor, with the consent of the Council, appoints and may remove the Municipal Judge, including pro tem judges.<sup>45</sup>

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<sup>41</sup> Charter Section 20a (City Manager); Charter Section 21 (Municipal Judge); Charter Section 22 (Recorder); Charter Section 10 (Other Officers) (“Additional officers of the City shall be a Municipal Judge, a Recorder, and such other officer as the Council deems necessary. Each of these officers shall be appointed and may be removed by the Mayor with the consent of the Council. The Council may combine any two or more appointive City offices. The Council may designate any appointive officer to supervise any other appointive officer, except the Municipal Judge in the exercise of judicial functions.”)

<sup>42</sup> The City Manager has the power to appoint and remove all other City officers under Charter Section 20a (City Manager) (City Manager’s power to “appoint and may remove appointive City officers and employees except as this Charter otherwise provides, and shall have general supervision and control over them....”)

<sup>43</sup> Charter Section 20a (City Manager) (“The Manager shall be chosen by the Council....”); Charter Section 22 (Recorder); Charter Section 10 (Other Officers) (“Additional officers of the City shall be a Municipal Judge, a Recorder, and such other officer as the Council deems necessary. Each of these officers shall be appointed and may be removed by the Mayor with the consent of the Council. The Council may combine any two or more appointive City offices. The Council may designate any appointive officer to supervise any other appointive officer, except the Municipal Judge in the exercise of judicial functions.”)

<sup>44</sup> Charter Section 20a (City Manager) (“The Manager shall be appointed for an indefinite term and may be removed at the pleasure of the Council.”); Charter Section 22 (Recorder); Charter Section 10 (Other Officers) (“Additional officers of the City shall be a Municipal Judge, a Recorder, and such other officer as the Council deems necessary. Each of these officers shall be appointed and may be removed by the Mayor with the consent of the Council. The Council may combine any two or more appointive City offices. The Council may designate any appointive officer to supervise any other appointive officer, except the Municipal Judge in the exercise of judicial functions.”)

<sup>45</sup> Charter Section 21 (Municipal Judge) (“The Council may, in addition to appointing the Municipal Judge, appoint such pro tem judges as it considers necessary, to hold office at the pleasure of the

2. **Interference.** If the Council appoints a municipal judge, the Council may meet with the judge, but in no instance may the Council interfere with the judge’s exercise of judicial authority or discretion.<sup>46</sup>

**D. Council Subcommittees.** Council subcommittees may be created, and dissolved, by a majority vote of the members of Council present at a meeting.<sup>47</sup>

1. Under Section 20 of the Charter, the Mayor appoints Councilors to all Council subcommittees.<sup>48</sup>
2. Council subcommittees may be standing committees or other committees created under the rules of the Council.
3. The following are current Council subcommittees that have been previously created or are created by these rules. These may be dissolved by majority vote of the members of Council present at a meeting:
  - a. *Council Committee on Advisory Appointments.* The purpose of the CCAA is to screen and recommend citizens to be appointed City Boards, Commissions, and Committees.

**E. Appointments of Citizen Members to Boards, Commissions and/or Committees.**

1. **Council Committee on Advisory Appointments.** The Council Committee on Advisory Appointments (CCAA) is a standing subcommittee of the Council. The purpose of the CCAA is to screen and recommend citizens to be appointed City Boards, Commissions, and Committees through the following general process:
  - a. The CCAA will conduct interviews of all candidates for appointment, including candidates wishing to renew their appointments.
  - b. After reviewing the candidates, the CCAA will vote on all recommendations and forward those recommendations to the full Council for consideration.

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Council.”); Charter Section 10 (Other Officers) (“Additional officers of the City shall be a Municipal Judge, a Recorder, and such other officer as the Council deems necessary. Each of these officers shall be appointed and may be removed by the Mayor with the consent of the Council. The Council may combine any two or more appointive City offices. The Council may designate any appointive officer to supervise any other appointive officer, except the Municipal Judge in the exercise of judicial functions.”).

<sup>46</sup> Charter Section 21(Municipal Judge); Charter Section 10 (Other Officers).

<sup>47</sup> Charter Section 6 (Where Powers Vested) (“Except as this Charter provides otherwise, all powers of the City shall be vested in the Council.”); Charter Section 19 (Vote Required) (“Except as this Charter otherwise provides, the concurrence of a majority of the members of the Council present at a Council meeting shall be necessary to decide any question before the Council.”).

<sup>48</sup> Charter Section 20 (Mayor) (“The Mayor shall appoint the committees provided by the rules of the Council and sign all approved records of proceedings of the Council.”)

- c. Upon receiving the recommendation from the CCAA, the Council will place the names for consideration on the regular meeting agenda as a General Business item.
- d. The Council may consider the candidates submitted as a group or may consider each candidate individually.
- e. The Council may accept, reject, or appoint any candidate, including those not considered by the CCAA.
- f. All appointments must be by majority vote of the members of Council present.

## **RULE 8**

### **Ethics, Decorum, Outside Statements, and Social Media**

#### **A. Ethics.** <sup>49</sup>

1. All members of Council must review and observe the requirements of state ethics laws.
2. In addition to complying with state ethics law, all members of Council must refrain from:
  - a. Disclosing confidential information.
  - b. Taking action which benefits special interest groups or persons at the expense of the City as a whole.
  - c. Expressing an opinion contrary to the official position of the Council without so saying.
  - d. Conducting themselves in a manner so as to bring discredit upon the government of the City.
  - e. Not profiting from their position on Council in violation of state law.
3. All ethics complaints received about a Councilor will be forwarded to the Oregon Government Ethics Commission (OGEC).

#### **B. Decorum.**

1. The Presiding Officer will preserve decorum during meetings and decide all points of order, subject to appeal of the Council.
2. Members of the Council will preserve decorum during meetings, and must not, by conversation or action, delay or interrupt the proceedings or refuse to obey the orders of the Presiding Officer or these rules.
3. City staff and all other persons attending meetings must observe the Council's rules of proceedings and adhere to the same standards of decorum as members of Council.
4. All audience members must abide by the rules of decorum contained in these Rules. No audience member may disrupt the conduct of the meeting, clap, cheer, hoot, holler, gesture, whistle, guffaw, jeer, boo, hiss, make remarks out of turn, use profanity, or the like. Any audience member who does so will be deemed out of order and the Presiding Officer may have the person removed from the Council chambers immediately, and the person will not be permitted to attend the remainder of that Council meeting.

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<sup>49</sup> ORS Chapter 244 (Government Ethics).

### **C. Statements to the Media and Other Organizations**

1. **Representing City.** If a member of Council, to include the Mayor, appears as a representative of the City before another governmental agency, the media or an organization to give a statement on an issue, the member of Council may only state the official position of the City, as approved by a majority of the Council.
2. **Personal Opinions.** If a member of Council, to include the Mayor, appears in their personal capacity before another governmental agency, the media or an organization to give a statement on an issue, the member of Council must state they are expressing their own opinion and not that of the City or of any other Councilor, unless they receive the express permission of that Councilor, before giving their statement.

### **D. Use of Social Media.**

1. Members of Council are encouraged to exercise caution when commenting on municipal affairs on social media platforms. While using social media, members of Council are subject to applicable Oregon Laws as they pertain to public meetings and public records retention schedules.
2. Under ORS 192.610, a public meeting occurs when a quorum is required in order to make a decision or to deliberate toward a decision on a matter. Under Oregon Law, certain telephone and electronic communications may be considered a public meeting. Certain uses of social media may constitute a public meeting, and accordingly, Councilors should use appropriate caution to avoid public meeting violations.<sup>50</sup>
3. A public record created through a member of Council's social media footprint must be retained by the elected official in accordance with any state laws and local retention schedules. A "public record" encompasses any information that is prepared, owned, used or retained by the city; relates to an activity, transaction or function of the city; and is necessary to satisfy the fiscal, legal, administrative or historical policies, requirements or needs of the city. Councilors should forward social media posts to the City Manager or seek other assistance from the City for retention if the member of Council does not wish to be individually responsible for retaining the public record.<sup>51</sup>
4. The digital decorum of elected and appointed officials will be governed by Council Rules. Consistent with these Rules, members of Council must conduct themselves so as to bring credit upon the City government. Councilors must abide by Rule 8 (C)(Statements to the Media and Other Organizations) above in all social medial activities.
5. City Council members will refrain from posting comments that:
  - a. Express a Council or Committee position prior to a Council or Committee determination of a position or on a matter that would otherwise require Council or Committee authorization prior to the conveyance of a position; or
  - b. Express an opinion in a manner contrary to Rule 8 (C) (Statements to the Media and Other Organizations) above.

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<sup>50</sup> ORS 192.610 to 192.690 (Oregon Public Meetings Law).

<sup>51</sup> ORS 192.410 to 192.505 (Oregon Public Records Law).

## **RULE 9**

### **Interactions with City Staff**

**A. City Staff.** All members of Council must respect the separation between the Council's role and the City's Manager's responsibility by:

1. Not interfering with the day-to-day administration of City business, which is the responsibility of the City Manager.<sup>52</sup>
2. Refraining from actions that would undermine the authority of the City Manager or a Department Head.
3. Limiting individual inquiries and requests for information from staff to those questions that may be answered readily as part of staff's day-to-day responsibilities. Questions of a more complex nature must be directed to the City Manager. Questions sent to staff must be copied to the City Manager. Councilors may not directly interfere with staff or the City Manager's management of staff.
4. Members of the Council must normally share any information obtained from staff with the entire Council when it involves an action item on a Council agenda. This section is not intended to apply to questions by members of Council acting in their individual capacities rather than as members of Council, nor to questions regarding conflict of interest or similar issues particular to a member of Council.

**B. City Attorney.** Members of the Council may contact the City Attorney directly without contacting the City Manager in the following circumstances:

1. When the issue involves allegations of misconduct by the City Manager; or
2. To discuss parliamentary procedures of these Rules.

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<sup>52</sup> Charter Section 20a (City Manager) (“(c) Powers and Duties. The Manager shall: (1) Devote his or her entire time to the discharge of official duties, attend all meetings of the Council unless excused therefrom by the Council or the Mayor, keep Council advised at all times of the affairs and needs of the City, and make reports annually, or more frequently if requested by the Council, of all the affairs and departments of the City. (2) See that all ordinances are enforced and that the provisions of all franchises, leases, contracts, permits, and privileges granted by the City are observed. (3) Appoint and may remove appointive City officers and employees except as this Charter otherwise provides, and shall have general supervision and control over them and their work with power to transfer an employee from one department to another. The Manager shall supervise the departments to the end of obtaining the utmost efficiency in each of them but shall have no control over the judicial activities of the Municipal Judge. (4) Be responsible for preparing and submitting to the Budget Committee the annual budget estimates and such reports as the body requests. (5) Supervise the operation of all public utilities owned and operated by the City and shall have general supervision over all City property.”).

## RULE 10

### Enforcement and Consequences

**A. Enforcement.** The Council may ensure compliance with City ordinances, charter, and state laws applicable to governing bodies.<sup>53</sup> If a member of Council violates these rules, City ordinances, the City charter, or state laws applicable to governing bodies, the Council may take action to protect the integrity of the Council and discipline the member with a public reprimand or removal as provided for in the City charter.<sup>54</sup> A majority of the entire Council is required to issue a reprimand.

#### **B. Investigations and Hearings.**

1. A majority of the Council may investigate the actions of any member of Council and meet in executive session under ORS 192.660(2)(b) to discuss any finding that reasonable grounds exist that a violation of these rules, local ordinance, the City charter, or state laws applicable to governing bodies has occurred.<sup>55</sup>
2. Before the Council may publicly reprimand or remove a member of Council, the Council must provide the member of Council notice of the alleged violations and an opportunity to be heard on, and rebut, the allegations. Sufficient notice must be given to the affected member of Council to afford them the opportunity to request an open hearing under ORS 192.660(2)(b).<sup>56</sup>
3. No final action or decision can be made in executive session, as provided by ORS 192.660(6).<sup>57</sup>

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<sup>53</sup> Charter Section 6 (Where Powers Vested) (“Except as this Charter provides otherwise, all powers of the City shall be vested in the Council.”); Charter Section 19 (“Except as this Charter otherwise provides, the concurrence of a majority of the members of the Council present at a Council meeting shall be necessary to decide any question before the Council.”).

<sup>54</sup> Other than for the reasons stated in Charter Section 32 (What Creates Vacancy), an elected official cannot be removed from office absent a recall vote by the electorate in accordance with the Oregon Constitution Article II, section 18, and ORS 249.865.

<sup>55</sup> Charter Section 6 (Where Powers Vested) (“Except as this Charter provides otherwise, all powers of the City shall be vested in the Council.”); Charter Section 19 (Vote Required) (“Except as this Charter otherwise provides, the concurrence of a majority of the members of the Council present at a Council meeting shall be necessary to decide any question before the Council.”).

<sup>56</sup> ORS 192.610 to 192.690 (Oregon Public Meetings Law) (process for executive session).

<sup>57</sup> ORS 192.610 to 192.690 (Oregon Public Meetings Law) (process for executive session).

## RULE 11

### Amendment and Repeal of Council Rules

**A. Amendment.** These Rules are subject to amendment by the Council.<sup>58</sup>

1. Any proposed amendment to these rules must be listed on an agenda for a regular meeting and the agenda posted prior to the meeting, wherein the same will be discussed, and open for comment by the public, except in cases of an emergency.
2. All amendments to these rules require approval by a majority of a quorum of Council.
3. Amended rules do not go into effect until the meeting after the rule was approved.

**B. Repeal.** These Rules are subject to repeal and replacement by the Council. <sup>59</sup>

1. Any proposed repeal of these rules must be accompanied by a proposed replacement rule.
2. Any proposed repeal and replacement of these rules must be noted on an agenda for a regular meeting and the agenda posted prior to the meeting, wherein the same will be discussed, and open for comment by the public.
3. Any repeal and replacement of these rules requires approval by a majority of a quorum of Council.
4. Any repeal and replacement of these rules does not go into effect until 30 days after the replacement rule was approved.

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<sup>58</sup> Charter Section 6 (Where Powers Vested) (“Except as this Charter provides otherwise, all powers of the City shall be vested in the Council.”); Charter Section 19 (Vote Required) (“Except as this Charter otherwise provides, the concurrence of a majority of the members of the Council present at a Council meeting shall be necessary to decide any question before the Council.”); Charter Section 13 (Meetings) (“[the Council] shall adopt rules for the government of its members and proceedings.”).

<sup>59</sup> Charter Section 6 (Where Powers Vested) (“Except as this Charter provides otherwise, all powers of the City shall be vested in the Council.”); Charter Section 19 (Vote Required) (“Except as this Charter otherwise provides, the concurrence of a majority of the members of the Council present at a Council meeting shall be necessary to decide any question before the Council.”); Charter Section 13 (Meetings) (“[the Council] shall adopt rules for the government of its members and proceedings.”).



## RULE 12

### Finances and Travel Policy

**A. Financial Statements.** Pursuant to ORS 244.050, members of Councilor are required to file annual Statements of Economic Interest (SEI) by April 15 of each year. For more information, see the Oregon Government Ethics Commission (OGEC) website on how to file.<sup>60</sup>

**B. Health Insurance.** Pursuant to Resolution No. 3837-01, members of Council are entitled to receive the following health insurance benefits:

1. The Mayor may receive City health insurance benefits at the family level.
2. Councilors may each receive City health insurance benefits at the single employee level, not to exceed the level offered to City department managers. In lieu of health insurance benefits, Councilors may receive a stipend in an amount determined by the City's health insurance provider (currently CIS), consistent with all plans and requirements of the health insurance provider. Councilors may obtain family level coverage by paying the difference in the cost of the family policy and the single employee policy.
3. The health insurance benefits provided are subject to the rules for enrollment and contractual conditions of the health insurance provider.

**C. Technology Stipend.** Pursuant to Resolution No. 5128-13, each member of Council is entitled to a technology stipend of \$750.00 to be received at the beginning of their terms of office.

**D. Water Bill.** Pursuant to Resolution No. 3216-96, each member of Council receives a \$20.00 monthly credit on their water bill.

#### **E. Travel Policy.**

1. **Adoption of Reimbursement Rates.** Members of Council may be reimbursed, or may seek an advancement of funds, for normal expenses incurred while carrying out their official duties at the usual and customary rates. Councilors are required to submit receipts and appropriate documentation to the City Manager. Councilors should use prudence in the expenditure of City funds.
2. **Registration Fees for Conferences and Trainings.** Members of Council are encouraged to take advantage of early registration to obtain discounted rates.
3. **Transportation.**
  - a. **Airfare.** The City will pay for roundtrip, coach airfare. Members of Council are expected to look for the least expensive fare available within the appropriate arrival/ departure times. If the member of Council makes first-class or business- class travel reservations, the member of Council must pay the difference between those rates and the coach rate.
  - b. **Vehicle Rental.** Vehicle rental is a reimbursable expense at the midsize rate.

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<sup>60</sup> ORS Chapter 244 (Government Ethics).

- c. **Ground Transportation.** Ground transportation (e.g., taxis, buses, mass transit, and shuttles) is a reimbursable expense.
- d. **Individual Vehicles.** Members of Council will be reimbursed for City-related travel in their individual vehicles for the actual miles traveled at the GSA rate.

#### 4. **Parking.**

- a. Parking fees are reimbursable for business purposes or attending training.
- b. Long-term economy parking at airports is expected to be used for airport travel of more than one day in duration.

#### 5. **Lodging.**

- a. Reimbursement for lodging is authorized when the member of Council's travel requires an overnight accommodation.
- b. Reimbursement will be at the reasonable and customary cost of a single standard room, or at the conference/training rate.
- c. The final itemized lodging bill is required when submitting for reimbursement of the expenditure.
- d. Any additional room charges room service, movies, personal phone calls, laundry service, etc. are the responsibility of the member of Council. If cell phone coverage is unavailable, business calls and reasonable personal calls will be reimbursed. In-room internet is reimbursable.

#### 6. **Meals.**

- a. The City will pay reasonable and customary meal expenses.
- b. Members of Council have the choice of an advance or a reimbursement for the total authorized per diem amount.
- c. When meals are provided as part of the conference or training, reimbursement will generally not be given for that meal without proper cause. Conference "continental" is not considered a meal.
- d. A member of Council may meet with and purchase a meal for others, including persons of other government jurisdictions and professional institutions from which an exchange of information is obtained that may aid the City in improving its efficiency, service, or governance.

#### 7. **Travel Advances and Reimbursements.**

- a. Members of Council may choose to be reimbursed for expenses or receive an advance.

- b. For travel and training cash/check advances, members of Council should submit a check request to the City Manager one week in advance of the expected travel or training date, when possible.
- c. If a member of Council chooses to be reimbursed instead of an advance, the member of Council must submit the following:
  - 1. A receipt is provided; or
  - 2. The expense report states the amount spent, who was present, and the specific topic or project of discussion.
- d. Personal items and expenses of family members traveling with the member of Council are not authorized expenses.

**F. Council Report for Certain Expenses.** Any member of Council requesting reimbursement or advancement for a conference or event is required to give an oral or written report about the conference or event to the Council.



# City of Tualatin Review of Council Rules

City Council Work Session  
February 13, 2023



# Background

**Adopted by Resolution No. 5355-18, February 12, 2018**

**As Amended by Resolution No. 5486-20, March 23, 2020**

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# RULE 1: General Governance

## A. Rules of Procedure.

1. Chapter IV of the Charter authorizes the Council to adopt rules of procedure for Council meetings.<sup>1</sup> Unless otherwise provided by the Charter, an ordinance, or these rules, the procedure for all Council meetings, and any subcommittee of the Council, will be guided by Robert's Rules of Order, 11th Edition.
2. To maintain orderly procedures, members of Council should be recognized by the chair before commenting and should maintain decorum with courteous interactions during debate. Members of Council are encouraged to avoid invoking the finer points of parliamentary procedure found in Robert's Rules of Order when such points could obscure the issues before Council and confuse the public.
3. Whenever these rules and Robert's Rules of Order conflict, these rules govern.



# RULE 1: General Governance

## C. Quorum.

1. A quorum is required to conduct official City business. A quorum consists of three (3) Councilors plus the Mayor or Mayor pro tem.<sup>4</sup>

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<sup>1</sup> Charter Section 13 (Meetings) (“[the Council] shall adopt rules for the government of its members and proceedings”).

<sup>2</sup> Charter Sections 7 (Council); 8 (Councilors); 8a (Assignment of Council Positions); 9 (Mayor) (describing Council, Mayor, and powers).

<sup>3</sup> Charter Section 8a (Assignment of Council positions).

<sup>4</sup> Charter Section 14, (“Three Councilors and the Mayor or Mayor pro tem shall constitute a quorum for its business, but a small number may meet and compel the attendance of absent members in a manner provided by ordinance.”).



# RULE 1: General Governance

## F. Agendas.<sup>9</sup>

1. The City Manager must prepare an agenda for every meeting, including regular, special, and executive session meetings.
2. Agendas and informational material for meetings will generally be distributed to the Council at least seven (7) days preceding the meeting. However, in certain circumstances less time may be provided.
3. The agenda for a meeting does not require Council approval.
4. The City Manager may place routine items and items referred by staff on the agenda without Council approval or action.
5. The City Manager may remove any items on the consent agenda, any item of old business, any resolution, or any ordinance placed for first reading from the agenda at any time prior to the time the meeting is convened. The Presiding Officer must announce such removal under announcements.
6. A member of Council who wishes to have an item placed on the agenda must bring the matter before the Council for consideration of adding the matter to the agenda and to determine the meeting date on which the agenda item is to be placed, if at all. Adding a matter to the agenda requires a majority vote of the member of Council present at the meeting.
7. As a guiding matter, the Council will not add an item to the agenda on the same night as the item was first submitted by a member of Council for consideration by the full Council. The exception to this general rule is for emergency purposes and only with the unanimous consent of all members of Council present.





# RULE 1: General Governance

## I. Public Comment.

4. Speakers are limited to three (3) minutes. At the discretion of the Presiding Officer, spokespersons for a group of people may be given additional time beyond three (3) minutes to speak on the matter.
5. Before providing any public comment, speakers must announce the person's name and place of residence to the Council.
6. Members of Council may, after obtaining the floor, ask questions of speakers during public comment. In general, members of Council should not respond to comments made during the public comment agenda time, except to ask clarifying questions. Any public requests for Council action will be referred to staff for review before placing it on a future agenda. Any member of Council may intervene if the Mayor or a Councilor is violating the spirit of this guideline.
7. Speakers may play electronic audio or visual material during the time permitted for comment and may use available City-provided audio or visual equipment located in the Council chambers.



# RULE 1: General Governance

## J. Consent Agenda.

1. In order to expedite the Council's business, the approval of minutes and other routine agenda items will be placed on the consent agenda.
2. All items on the consent agenda must be approved by a single motion, unless an item is removed for separate consideration.
3. Any item on the consent agenda may be removed for separate consideration by any member of Council by stating which item is to be removed.
4. Appointments to committees must not be placed on the consent agenda.



## RULE 2: Meeting Time, Location, and Frequency

**A. Regular Meetings.** The Council will generally hold regular meetings at 7:00 p.m. on the second and fourth Monday of each and every month, excluding the fourth Monday in December. If a second or fourth Monday falls on a City-recognized holiday, the meeting will be held on the following business day.<sup>11</sup>

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<sup>11</sup> Charter Section 13 (Meetings) (“The Council shall hold a regular meeting at least once a month in the City at a time and a place which is designated.”); Tualatin Municipal Code 1-04 (setting forth specific times of meetings); see also ORS 192.610 to 192.690 (Oregon Public Meetings Law).



# RULE 2: Meeting Time, Location, and Frequency

**B. Special Meetings.** Special meetings may be called by the Mayor, three members of Council, or by the City Manager. <sup>12</sup>

1. The City Manager will provide notice of the special meeting to each member of Council, each local newspaper, radio, and television station, and any other person or entity which has on file a written request for notice of special meetings.
2. The notice of the special meeting must be given to each Councilor via personal notice, telephone, email, or other electronic means sufficient to provide actual notice.
3. Special meetings must be noticed in accordance with Oregon's public meetings law, and, at a minimum, must be noticed at least 24 hours prior to the meeting taking place.

**C. Emergency Meetings.** Emergency meetings may be called by the Mayor, three members of Council, or by the City Manager. <sup>13</sup>

1. The City Manager will provide notice of the emergency meeting to each member of Council, each local newspaper, radio, and television station, and any other person or entity which has on file a written request for notice of emergency meetings.
2. The notice of the emergency meeting must be given to each Councilor via personal notice, telephone, email, or other electronic means sufficient to provide actual notice.
3. Emergency meetings are those meetings called with less than 24 hours' notice and the Council must identify why the meeting could not be delayed 24 hours immediately after calling the meeting to order.



## RULE 2: Meeting Time, Location, and Frequency

**E. Work Sessions.** Work sessions are permitted to present information to the Council so that the Council is prepared for regular or special meetings.<sup>15</sup>

1. Work sessions are generally scheduled, as needed, between 5:00 and 7:00 p.m., immediately preceding each regular meeting.
2. All work sessions are subject to Oregon's public meetings law and must be noticed accordingly.
3. Work sessions are intended to allow for preliminary discussions, and the Council is not permitted to take formal or final action on any matter at a work session.
4. Work sessions are to be scheduled by the City Manager.
5. The City Manager may invite any relevant staff to work sessions so that the sessions are productive as possible.
6. At any work session or regular meeting, a member of Council may request an item be placed on a work session agenda. A majority vote of the Council members present is required to place the item on a future work session agenda.



# RULE 2: Meeting Time, Location, and Frequency

## F. Location of Meetings.<sup>16</sup>

1. Council meetings must be held at City Hall.
2. In the event City hall is not available for a meeting, the Council must meet at a venue open to the public and which is located within the jurisdictional limits of the City.
3. Training sessions may be held outside of the City's jurisdictional limits, provided no deliberations toward a decision are made.
4. Interjurisdictional meetings may be held outside of the City's jurisdictional limits, but should be held as close as practical to the City, and such meetings must be located within the jurisdictional boundaries of the other government entity.
5. No Council meeting must be held at any place where discrimination on the basis of an individuals' race, religion, color, sex, national origin, ethnicity, marital status, familial status, age, gender, sexual orientation, source of income, or disability is practiced.



# RULE 2: Meeting Time, Location, and Frequency

## H. Attendance at Meetings.

1. Under the charter, a Council position becomes vacant if the member of Council is absent from the City for more than 30 days without Council permission or absent from all meetings of the Council within a 60-day period.<sup>18</sup>
2. It is the responsibility of each members of Council to advise the City Manager if the member of Council will be unable to attend any regular, special, emergency, or work session meetings, or any assigned committees. The member of Council should communicate the absence to the City Manager as soon as reasonably practicable under the circumstances.
3. Attendance at meetings must be in person, by telephone, or other electronic means where the person's voice may be heard.<sup>19</sup> The preference of the Council is for all members of Council to attend in person.
4. A member of Council should not attend by telephone, or other electronic means where the person's voice may be heard, more than two consecutive meetings. A member of Council appearing by telephone, or other electronic means where the person's voice may be heard, should remain present for the entire meeting, unless it is the result of a malfunction or technical issue out of the control of the Councilor.



# RULE 3: Ordinances and Resolutions

## 2. Readings and Final Action.

- a. Every ordinance of the Council must, before final passage, be read fully and distinctly in an open Council meeting on two different days.<sup>21</sup>
- b. However, an ordinance may be enacted at a single meeting, if the Council approves the ordinance by the unanimous vote of all Council members present. In such cases, the ordinance must be read first in full and then by title.<sup>22</sup>
- c. Any of the readings may be by title only, instead of a full reading, if:<sup>23</sup>
  1. No Council member present at the meeting requests to have the ordinance read in full; or
- e. The City Recorder, or designee, must take a "roll call" vote of each Councilor upon the final vote on an ordinance and the ayes and nays and abstentions of the members of Council must be recorded in the meeting minutes.<sup>25</sup>





# RULE 3: Ordinances and Resolutions

## 2. Readings and Final Action.

- a. Resolutions do not need to be read in full or by title at a Council meeting prior to adoption.
- b. An affirmative vote of a majority of the Council members present is necessary to pass a resolution.<sup>26</sup>
- c. Resolutions may be placed on the Consent Agenda and may be considered as a group under the Consent Agenda.
- d. Resolutions may also be placed on the agenda as a General Business item.
- e. For resolutions placed on General Business, the City Recorder, or designee, must take a "roll call" vote of each Councilor upon the final vote on the resolution and the ayes and nays and abstentions of the members must be recorded in the meeting minutes.<sup>27</sup>



# RULE 4: Land Use Hearings

Training by Chad Jacobs on February 27



# RULE 5: Motions, Debate, Public Comment, and Voting

## A. Motions. The following rules apply to motions:

1. All motions must be distinctly worded.
2. The Presiding Officer must repeat the motion prior to a vote.
3. The Council will discuss a motion only after the motion has been moved and seconded. Nothing in this section prevents general discussion or expression of opinions before a motion is made.
4. If a motion does not receive a second, it dies.
5. A motion that receives a tie vote fails.<sup>29</sup>
6. A motion to amend can be made to a motion that is on the floor and has been seconded.
7. Amendments are voted on first, then the main motion is voted on, as amended.
8. A member of Council may have a motion which contains several elements divided, but the mover has the right to designate which element will be voted on first.
9. A motion may be withdrawn by the mover at any time without the consent of the Council.
11. A call for the question is intended to close the debate on the main motion; does not require a second and is not debatable.
12. A call for the question fails without a majority vote.



# RULE 5: Motions, Debate, Public Comment, and Voting

**C. Debate.** The following rules govern the debate of any item being discussed by the Council:

1. Every member of Council wishing to speak on the matter must address the Presiding Officer, and, upon recognition by the Presiding Officer, confine remarks to the question under debate, at all times acting and speaking in a respectful manner.
2. Once the member of Council is recognized by the Presiding Officer, the other members of Council must not interrupt, unless it is a call to order.
3. The member of Council moving the adoption of any ordinance or resolution will have the privilege of closing the debate.



# RULE 5: Motions, Debate, Public Comment, and Voting

## D. Public Comment.

1. The public is entitled to comment on all matters before the Council that require a vote.
2. Public comment will occur after the matter up for vote has been presented by City staff and before the Council takes any formal action on the matter.
3. Each member of the public is entitled to comment on the matter before the Council for three (3) minutes.
4. Public comment is a time for comment; it is not a time for debate. Any questions from members of the public to Council or City staff will be referred to City staff for a response to be provided a later time.
5. Prior to giving comment, each person must state the person's name and their place of residence. This information will be used to insure the minutes of the meeting properly reflect those persons who provided public comment.
6. All remarks must be addressed to the Council as a whole. Any person making personal, impertinent, or slanderous remarks, or who becomes boisterous, threatening, or personally abusive while addressing the Council, may be requested to leave the meeting. Applause, boos or other public demonstrations by those attending the Council meeting are considered inappropriate behavior.



# RULE 6: Minutes

## A. Generally.<sup>40</sup>

1. All minutes must be in written form, with an electronic copy of the meeting maintained by the City Recorder, or designee, in accordance with the appropriate record retention schedule.
2. The minutes must contain the following information:
  - a. The date, time and place of the meeting;
  - b. The members of the Council present;
  - c. The motions, proposals, resolutions, orders, ordinances, and measures proposed and their disposition;
  - d. The results of all votes and the vote of each member by name;
  - e. The substance of any discussion on any matter; and
  - f. A reference to any document discussed at the meeting.

## B. Approval. The Council must approve all minutes of any meeting.

1. All minutes must be approved within ninety days of the meeting having occurred.
2. The draft minutes must be submitted to the Council as part of the Council's packet prior to the meeting where they will be discussed.
3. Any member of Council may request an amendment or correction of the minutes prior to a final vote being taken on the minutes.



# RULE 7: Appointments

## E. Appointments of Citizen Members to Boards, Commissions and/or Committees.

1. **Council Committee on Advisory Appointments.** The Council Committee on Advisory Appointments (CCAA) is a standing subcommittee of the Council. The purpose of the CCAA is to screen and recommend citizens to be appointed City Boards, Commissions, and Committees through the following general process:
  - a. The CCAA will conduct interviews of all candidates for appointment, including candidates wishing to renew their appointments.
  - b. After reviewing the candidates, the CCAA will vote on all recommendations and forward those recommendations to the full Council for consideration.
  - c. Upon receiving the recommendation from the CCAA, the Council will place the names for consideration on the regular meeting agenda as a General Business item.
  - d. The Council may consider the candidates submitted as a group or may consider each candidate individually.
  - e. The Council may accept, reject, or appoint any candidate, including those not considered by the CCAA.
  - f. All appointments must be by majority vote of the members of Council present.



# RULE 8: Ethics, Decorum, Outside Statement, and Social Media

## A. Ethics. <sup>49</sup>

1. All members of Council must review and observe the requirements of state ethics laws.
2. In addition to complying with state ethics law, all members of Council must refrain from:
  - a. Disclosing confidential information.
  - b. Taking action which benefits special interest groups or persons at the expense of the City as a whole.
  - c. Expressing an opinion contrary to the official position of the Council without so saying.
  - d. Conducting themselves in a manner so as to bring discredit upon the government of the City.
  - e. Not profiting from their position on Council in violation of state law.
3. All ethics complaints received about a Councilor will be forwarded to the Oregon Government Ethics Commission (OGEC).





# RULE 8: Ethics, Decorum, Outside Statement, and Social Media

## B. Decorum.

1. The Presiding Officer will preserve decorum during meetings and decide all points of order, subject to appeal of the Council.
2. Members of the Council will preserve decorum during meetings, and must not, by conversation or action, delay or interrupt the proceedings or refuse to obey the orders of the Presiding Officer or these rules.
3. City staff and all other persons attending meetings must observe the Council's rules of proceedings and adhere to the same standards of decorum as members of Council.
4. All audience members must abide by the rules of decorum contained in these Rules. No audience member may disrupt the conduct of the meeting, clap, cheer, hoot, holler, gesture, whistle, guffaw, jeer, boo, hiss, make remarks out of turn, use profanity, or the like. Any audience member who does so will be deemed out of order and the Presiding Officer may have the person removed from the Council chambers immediately, and the person will not be permitted to attend the remainder of that Council meeting.



# RULE 8: Ethics, Decorum, Outside Statement, and Social Media

## C. Statements to the Media and Other Organizations

1. **Representing City.** If a member of Council, to include the Mayor, appears as a representative of the City before another governmental agency, the media or an organization to give a statement on an issue, the member of Council may only state the official position of the City, as approved by a majority of the Council.
2. **Personal Opinions.** If a member of Council, to include the Mayor, appears in their personal capacity before another governmental agency, the media or an organization to give a statement on an issue, the member of Council must state they are expressing their own opinion and not that of the City or of any other Councilor, unless they receive the express permission of that Councilor, before giving their statement.



# RULE 8: Ethics, Decorum, Outside Statement, and Social Media

## D. Use of Social Media.

1. Members of Council are encouraged to exercise caution when commenting on municipal affairs on social media platforms. While using social media, members of Council are subject to applicable Oregon Laws as they pertain to public meetings and public records retention schedules.
  
4. The digital decorum of elected and appointed officials will be governed by Council Rules. Consistent with these Rules, members of Council must conduct themselves so as to bring credit upon the City government. Councilors must abide by Rule 8 (C)(Statements to the Media and Other Organizations) above in all social medial activities.
  
5. City Council members will refrain from posting comments that:
  - a. Express a Council or Committee position prior to a Council or Committee determination of a position or on a matter that would otherwise require Council or Committee authorization prior to the conveyance of a position; or
  - b. Express an opinion in a manner contrary to Rule 8 (C) (Statements to the Media and Other Organizations) above.



# RULE 9: Interactions with City Staff

**A. City Staff.** All members of Council must respect the separation between the Council's role and the City's Manager's responsibility by:

1. Not interfering with the day-to-day administration of City business, which is the responsibility of the City Manager.<sup>52</sup>
2. Refraining from actions that would undermine the authority of the City Manager or a Department Head.
3. Limiting individual inquiries and requests for information from staff to those questions that may be answered readily as part of staff's day-to-day responsibilities. Questions of a more complex nature must be directed to the City Manager. Questions sent to staff must be copied to the City Manager. Councilors may not directly interfere with staff or the City Manager's management of staff.

**B. City Attorney.** Members of the Council may contact the City Attorney directly without contacting the City Manager in the following circumstances:

1. When the issue involves allegations of misconduct by the City Manager; or
2. To discuss parliamentary procedures of these Rules.



# RULE 10: Enforcement and Consequences

**A. Enforcement.** The Council may ensure compliance with City ordinances, charter, and state laws applicable to governing bodies.<sup>53</sup> If a member of Council violates these rules, City ordinances, the City charter, or state laws applicable to governing bodies, the Council may take action to protect the integrity of the Council and discipline the member with a public reprimand or removal as provided for in the City charter.<sup>54</sup> A majority of the entire Council is required to issue a reprimand.

## **B. Investigations and Hearings.**

1. A majority of the Council may investigate the actions of any member of Council and meet in executive session under ORS 192.660(2)(b) to discuss any finding that reasonable grounds exist that a violation of these rules, local ordinance, the City charter, or state laws applicable to governing bodies has occurred.<sup>55</sup>
2. Before the Council may publicly reprimand or remove a member of Council, the Council must provide the member of Council notice of the alleged violations and an opportunity to be heard on, and rebut, the allegations. Sufficient notice must be given to the affected member of Council to afford them the opportunity to request an open hearing under ORS 192.660(2)(b).<sup>56</sup>



# RULE 11: Amendment and Repeal of Council Rules

**A. Amendment.** These Rules are subject to amendment by the Council.<sup>58</sup>

1. Any proposed amendment to these rules must be listed on an agenda for a regular meeting and the agenda posted prior to the meeting, wherein the same will be discussed, and open for comment by the public, except in cases of an emergency.
2. All amendments to these rules require approval by a majority of a quorum of Council.
3. Amended rules do not go into effect until the meeting after the rule was approved.

**B. Repeal.** These Rules are subject to repeal and replacement by the Council. <sup>59</sup>

1. Any proposed repeal of these rules must be accompanied by a proposed replacement rule.
2. Any proposed repeal and replacement of these rules must be noted on an agenda for a regular meeting and the agenda posted prior to the meeting, wherein the same will be discussed, and open for comment by the public.
3. Any repeal and replacement of these rules requires approval by a majority of a quorum of Council.
4. Any repeal and replacement of these rules does not go into effect until 30 days after the replacement rule was approved.





# RULE 12: Finances and Travel Policy

**A. Financial Statements.** Pursuant to ORS 244.050, members of Council are required to file annual Statements of Economic Interest (SEI) by April 15 of each year. For more information, see the Oregon Government Ethics Commission (OGEC) website on how to file.<sup>60</sup>

**B. Health Insurance.** Pursuant to Resolution No. 3837-01, members of Council are entitled to receive the following health insurance benefits:

1. The Mayor may receive City health insurance benefits at the family level.
2. Councilors may each receive City health insurance benefits at the single employee level, not to exceed the level offered to City department managers. In lieu of health insurance benefits, Councilors may receive a stipend in an amount determined by the City's health insurance provider (currently CIS), consistent with all plans and requirements of the health insurance provider. Councilors may obtain family level coverage by paying the difference in the cost of the family policy and the single employee policy.
3. The health insurance benefits provided are subject to the rules for enrollment and contractual conditions of the health insurance provider.

**C. Technology Stipend.** Pursuant to Resolution No. 5128-13, each member of Council is entitled to a technology stipend of \$750.00 to be received at the beginning of their terms of office.

**D. Water Bill.** Pursuant to Resolution No. 3216-96, each member of Council receives a \$20.00 monthly credit on their water bill.



# RULE 12: Finances and Travel Policy

## E. Travel Policy.

1. **Adoption of Reimbursement Rates.** Members of Council may be reimbursed, or may seek an advancement of funds, for normal expenses incurred while carrying out their official duties at the usual and customary rates. Councilors are required to submit receipts and appropriate documentation to the City Manager. Councilors should use prudence in the expenditure of City funds.
2. **Registration Fees for Conferences and Trainings.** Members of Council are encouraged to take advantage of early registration to obtain discounted rates.
3. **Transportation.**
  - a. **Airfare.** The City will pay for roundtrip, coach airfare. Members of Council are expected to look for the least expensive fare available within the appropriate arrival/ departure times. If the member of Council makes first-class or business- class travel reservations, the member of Council must pay the difference between those rates and the coach rate.
  - b. **Vehicle Rental.** Vehicle rental is a reimbursable expense at the midsize rate.
  - c. **Ground Transportation.** Ground transportation (e.g., taxis, buses, mass transit, and shuttles) is a reimbursable expense.
  - d. **Individual Vehicles.** Members of Council will be reimbursed for City-related travel in their individual vehicles for the actual miles traveled at the GSA rate.





# RULE 12: Finances and Travel Policy

## 4. Parking.

- a. Parking fees are reimbursable for business purposes or attending training.
- b. Long-term economy parking at airports is expected to be used for airport travel of more than one day in duration.

## 5. Lodging.

- a. Reimbursement for lodging is authorized when the member of Council's travel requires an overnight accommodation.
- b. Reimbursement will be at the reasonable and customary cost of a single standard room, or at the conference/training rate.
- c. The final itemized lodging bill is required when submitting for reimbursement of the expenditure.
- d. Any additional room charges room service, movies, personal phone calls, laundry service, etc. are the responsibility of the member of Council. If cell phone coverage is unavailable, business calls and reasonable personal calls will be reimbursed. In-room internet is reimbursable.



# RULE 12: Finances and Travel Policy

## 6. Meals.

- a. The City will pay reasonable and customary meal expenses.
- b. Members of Council have the choice of an advance or a reimbursement for the total authorized per diem amount.
- c. When meals are provided as part of the conference or training, reimbursement will generally not be given for that meal without proper cause. Conference “continental” is not considered a meal.
- d. A member of Council may meet with and purchase a meal for others, including persons of other government jurisdictions and professional institutions from which an exchange of information is obtained that may aid the City in improving its efficiency, service, or governance.

**F. Council Report for Certain Expenses.** Any member of Council requesting reimbursement or advancement for a conference or event is required to give an oral or written report about the conference or event to the Council.