



TUALATIN CITY COUNCIL MEETING

MONDAY, APRIL 10, 2023

TUALATIN CITY SERVICES
10699 SW HERMAN ROAD
TUALATIN, OR 97062

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

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

For those wishing to provide comment during the meeting, there is one opportunity on the agenda: Public Comment. Written statements may be sent in advance of the meeting to Deputy City Recorder Nicole Morris up until 4:30 pm on Monday, April 10. These statements will be included in the official meeting record, but not read during the meeting.

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

Phone: +1 669 900 6833

Meeting ID: 861 2129 3664

Password: 18880

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

WORK SESSION

1. **6 – 6:45p, Volunteer Recognition Reception.** Appetizers and drinks will be served; the Volunteers of the Year from 2020, 2021, and 2022 are invited to attend.
2. **6:45 p.m. (15 min) – Council Meeting Agenda Review, Communications, and Roundtable.** Council will review the agenda for the April 10 City Council meeting and brief the Council on issues of mutual interest.

7:00 P.M. CITY COUNCIL MEETING

Call to Order

Pledge of Allegiance

Announcements

- [1.](#) Proclamation Declaring the Week of April 16 – April 22, 2023 as Volunteer Appreciation Week in the City of Tualatin
- [2.](#) Arbor Month Presentation and Youth Poster Contest Recognition
3. Recognition of Tualatin High School Championships
- [4.](#) Proclamation Declaring April 23-29, 2023 as National Library Week in the City of Tualatin
- [5.](#) Proclamation Declaring April 10-14, 2023 as Community Development Week in the City of Tualatin
- [6.](#) Open House Information for the Water Master Plan
7. New Employee Introduction- Police Officer Alan Balam
- [8.](#) State of the City Announcement

Public Comment

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

Consent Agenda

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

- [1.](#) Consideration of Approval of the Work Session and Regular Meeting Minutes of March 13, 2023
- [2.](#) Consideration of Approval of Late Liquor License Renewals for 2023
- [3.](#) Consideration of Approval of a New Liquor License Application for Claim Jumper Restaurant
- [4.](#) Consideration of **Resolution No. 5680-23** Authorizing the Purchase and Installation of Atfalati Park Playground Equipment and Surface through an Interstate Cooperative Procurement Program
- [5.](#) Consideration of **Resolution No. 5681-23** Authorizing the Purchase and Replacement of Ibach Park Playground Equipment through an Interstate Cooperative Procurement Program
- [6.](#) Consideration of **Resolution No. 5682-23** Authorizing the City Manager to Sign the Intergovernmental Agreement for the Lending of Personnel Within Clackamas County When Personnel Are Unable to Get to Their Normal Reporting Location

7. Consideration of **Resolution No. 5683-23** Awarding the Contract for Construction of Tualatin-Sherwood Road Operational Improvements
8. Consideration of **Resolution No. 5684-23** Approving a Loan Agreement with Community Partners for Affordable Housing (CPAH) Plambeck Limited Partnership

Special Reports

1. Tualatin Library Advisory Committee Annual Report
2. Washington County Center for Addictions Triage and Treatment Presentation

General Business

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

1. Consideration of **Ordinance No. 1473-23** Creating the Tualatin Inclusion, Diversity, Equity, and Access (I.D.E.A.) Advisory Committee, and Defining Its Scope of Authority, Duties, and Membership

Items Removed from Consent Agenda

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

Council Communications

Adjournment

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

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

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



City of Tualatin

CITY OF TUALATIN
Staff Report

TO: Honorable Mayor and Members of the City Council
THROUGH: Sherilyn Lombos, City Manager
FROM: Stacy Ruthrauff, Human Resources Director
DATE: April 10, 2023

SUBJECT:
Proclamation Declaring the Week of April 16 – April 22, 2023 as Volunteer Appreciation Week in the City of Tualatin

EXECUTIVE SUMMARY:
National Volunteer Week occurs annually on the third week of April of each year. In 2022 close to 1600 volunteers contributed approximately 12,700 hours of their time, an equivalent of about 6 full time employees, to the betterment of our community. The City's volunteers give freely of their time, talents, and energy, and ask only for a thank you for their countless hours of service. The City of Tualatin has a long-standing tradition in our community for individuals, families, and local businesses to volunteer to make a difference in our community and it is fitting to recognize our volunteers for their dedicated service by way of this proclamation.

FINANCIAL IMPLICATIONS:
n/a

ATTACHMENTS:
-Proclamation Declaring the Week of April 16 – April 22, 2023 as Volunteer Appreciation Week in the City of Tualatin

Proclamation

*Declaring the Week of April 16 - April 22, 2023 as
Volunteer Appreciation Week
in the City of Tualatin*

WHEREAS, the entire community can inspire, equip and mobilize people to take action that changes the world; and

WHEREAS, in 2022 almost 1,600 volunteers contributed approximately 12,700 hours of their time, an equivalent of about 6 full time employees, to the betterment of our community; and

WHEREAS, volunteers give freely of their time, talents, and energy, and ask only for a thank you for their countless hours of service; and

WHEREAS, it has been a long standing tradition in our community for individuals, families, and local businesses to volunteer to make a difference in our community; and

WHEREAS, it is fitting to recognize our volunteers for their dedicated service;

NOW, THEREFORE, BE IT PROCLAIMED BY THE CITY COUNCIL OF THE CITY OF TUALATIN, Oregon that:

Section 1. The week of April 16 – April 22, 2023, be proclaimed “Volunteer Appreciation Week” in the City of Tualatin.

Section 2. The City of Tualatin takes great pleasure in honoring the volunteers of our community and conveying our sincere gratitude and appreciation for their committed, selfless, and compassionate efforts; our volunteers truly make a World of Difference.

INTRODUCED AND ADOPTED this 10th day of April, 2023.

CITY OF TUALATIN, OREGON

BY _____
Mayor

ATTEST:

BY _____
City Recorder



City of Tualatin

CITY OF TUALATIN Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

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

DATE: April 10, 2023

SUBJECT:
Arbor Month Presentation

EXECUTIVE SUMMARY:

April is Arbor Month having activities, educational programs and events in conjunction with Tree City USA requirements and recognition. Tualatin Park Advisory Committee members will present the Arbor Month presentation, which is followed by the Mayor awarding poster contest recognition to youth in attendance.

Tree City USA Standards:

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

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

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

- Health and Wellness
 - Trees contribute to our health
 - Aesthetically Pleasing
 - Beautiful & Attractive
 - Quality of Place
 - Quality of Life
-

ATTACHMENTS:

Presentation

Arbor Month 2023



The Purpose of Arbor Month

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

Benefits of Trees:

Public Health & Social Benefits

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

Environmental Benefits

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

Economic Benefits

- Increase home value
- Attract businesses

Aesthetically Pleasing

- Beautiful & Attractive
- Quality of Place
- Quality of Life



Arbor Month Events & Activities

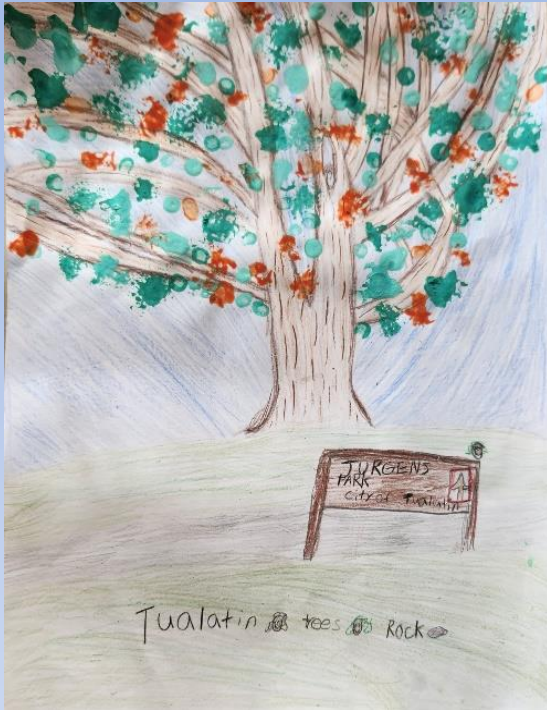
- Tualatin Trees Photography Contest
- Kids' Poster Contest
- Arbor Month Proclamation
- Trip to Leach Botanical Garden
- Trip to Jackson Bottom Wetlands
- Tualatin Historical Society Poetry Contest
- Putting Down Roots Volunteer Tree Plantings
- Tualatin Library tree-themed storytimes and poet-tree
- Arbor Month Scavenger Hunt in the park
- Flying of Tree City USA Flags at City offices



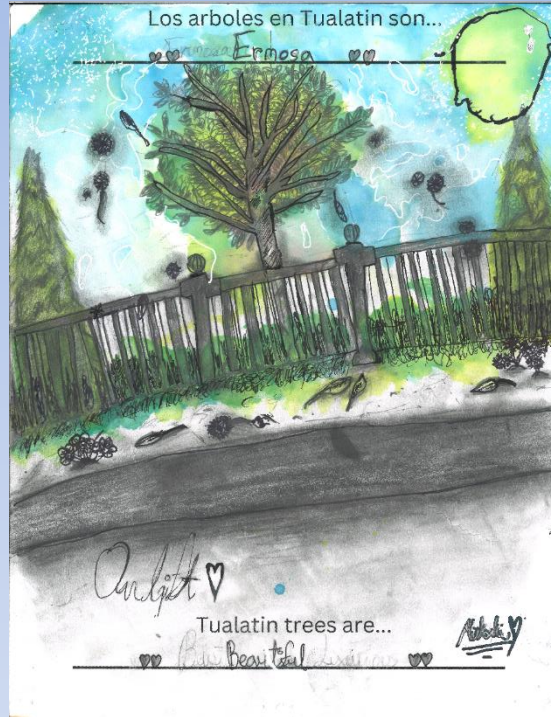
Arbor Month – April 2023



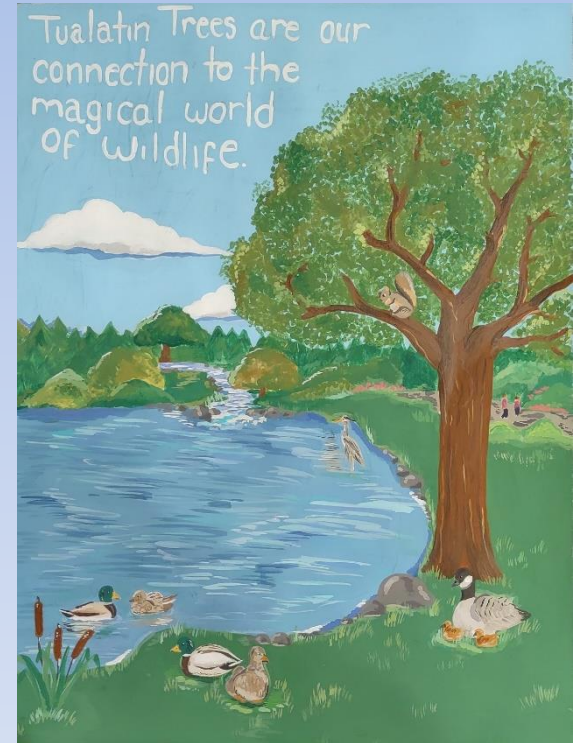
Kids' Poster Contest: "Tualatin Trees are _____"



"Tualatin Trees Rock"
Tenley R.
Grades K-2



"Beautiful"
Mikki B.
Grades 3-5



"Our Connection to the Magical
World of Wildlife"
Petra S.
Grades 6-8

Tualatin Trees Photo Contest

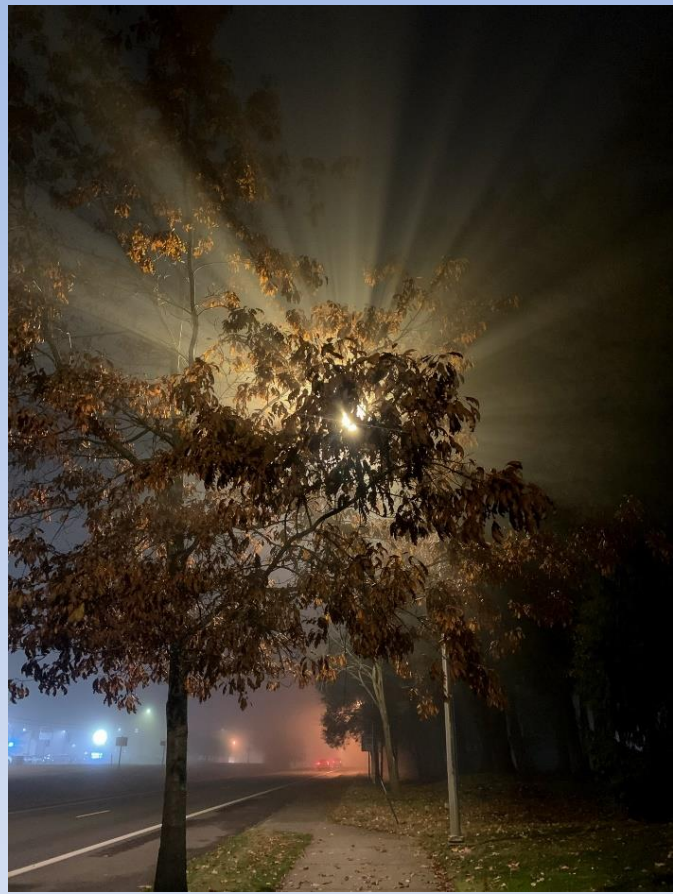


“She is Mighty”
First Place – Sarah Hall
Location – Stafford Road

Tualatin Trees Photo Contest



“Autumn Branch”
Second Place – Lucy Austin
Location – Behind High School



“The Visitor”
Third Place – Nicole Peuser
Location – Hwy 99/124th

Tree City USA

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

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

The City of Tualatin is Recognized as a **Tree City USA** for the 36th consecutive Year!



TREE CITY USA[®]



Proclamation

*Declaring April 23-29, 2023, as National Library Week
in the City of Tualatin*

WHEREAS, libraries provide the opportunity for everyone to pursue their passions and engage in lifelong learning, allowing them to live their best life; and

WHEREAS, libraries have long served as trusted institutions for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity, or socio-economic status; and

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

WHEREAS, libraries adapt to the ever-changing needs of their communities, continually expanding their collections, services, and partnerships; and

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

WHEREAS, libraries are accessible and inclusive places that promote a sense of local connection, advancing understanding, civic engagement, and shared community goals; and

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

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

NOW, THEREFORE, BE IT PROCLAIMED BY THE CITY COUNCIL OF THE CITY OF TUALATIN, Oregon that the week of April 23-29, 2023, is National Library Week. During this week, we encourage all residents to connect with the Tualatin Public Library by visiting in person or online to access resources and services.

INTRODUCED AND ADOPTED this 10th day of April, 2023.

CITY OF TUALATIN, OREGON

BY _____
Mayor

ATTEST:

BY _____
City Recorder

Proclamation

*Declaring April 10-14, 2023 as Community Development Week
in the City of Tualatin*

WHEREAS, the week of April 10-14, 2023 has been designated as National Community Development Week by the National Community Development Association to celebrate the Community Development Block Grant (CDBG) Program and the HOME Investment Partnerships (HOME) Program; and

WHEREAS, the CDBG Program provides annual funding and flexibility to local communities to provide decent, safe and sanitary housing, a suitable living environment and economic opportunities to low-and moderate-income people; and

WHEREAS, the HOME Investment Partnerships (HOME) Program provides funding to local communities to create decent, safe, affordable housing opportunities for low-income persons. Nationally, over one million units of affordable housing have been completed using HOME funds; and

WHEREAS, over the programs' history, our community has received a total of \$1,810,617 in CDBG funds;

NOW, THEREFORE, BE IT PROCLAIMED BY THE CITY COUNCIL OF THE CITY OF TUALATIN, Oregon that the week of April 10-14, 2023 is National Community Development Week in support of these two valuable programs that have made tremendous contributions to the viability of the housing stock, infrastructure, public services, and economic vitality of our community. The Council urges Congress and the Administration to recognize the outstanding work being done locally and nationally by the Community Development Block Grant Program and the HOME Investment Partnerships Program by supporting increased funding for both programs in FY2023.

INTRODUCED AND ADOPTED this 10th day of April, 2023.

CITY OF TUALATIN, OREGON

BY _____
Mayor

ATTEST:

BY _____
City Recorder



City of Tualatin

CITY OF TUALATIN Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Rachel Sykes, Public Works Director
Nic Westendorf, Deputy Public Works Director

DATE: March 13, 2023

SUBJECT:

Information sharing about an Online Open House to engage and gather feedback from the community about the draft Water Master Plan.

WATER MASTER PLAN BACKGROUND:

The City of Tualatin is in the process of sharing information and gathering feedback from the community surrounding the adoption of a new Water Master Plan. A water master plan holistically analyzes the water system, identifies needed upgrades and improvements, and plans for future development and demand.

The current Water Master Plan was adopted in 2013. A growing community, aging infrastructure, lack of structural resiliency and increased maintenance requirements brought forward the need for an updated plan, to guide the City's strategic planning and future investment in the water system. The City worked with Murraysmith (now Consor) to complete an analysis of system needs and demand projections, and FCS to complete studies on both water rates and system development charges (SDC's).

ONLINE OPEN HOUSE:

A draft Water Master Plan has been completed; the next step is engaging community members to share the content of the plan, answer questions, and solicit feedback that can be incorporated into a final draft.

Staff have developed an interactive open house that can be accessed online at www.tualatinwmp.com. The website will be open and active for a month, from mid-March through mid-April, giving people time to access the information and provide comment. Postcards will be sent to every address in Tualatin, giving people basic information about the Master Plan, and pointing them to the open house for more information. In addition, social media posts, a newsletter article, and a banner post on the City website homepage will provide visibility and steer people to the open house. The online open house and other outreach content will also be translated into Spanish.

FINANCIAL IMPLICATIONS:

Total cost for development of the online open house, graphic design work, and development/postage costs for mailers was scoped at \$35,000.

Good Evening
Tualatin

2023 STATE OF THE CITY ADDRESS

WEDNESDAY, APRIL 26 | 6PM-8PM

**TUALATIN CITY SERVICES
10699 SW HERMAN RD**



SCAN TO LEARN MORE!



CITY OF
TUALATIN



TUALATIN
CHAMBER of COMMERCE



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: April 10, 2023

SUBJECT:

Consideration of Approval of the Work Session and Regular Meeting Minutes of March 13, 2023.

RECOMMENDATION:

Staff respectfully recommends the Council adopt the attached minutes.

ATTACHMENTS:

- City Council Work Session Meeting Minutes of March 13, 2023
- City Council Regular Meeting Minutes of March 13, 2023



OFFICIAL MINUTES OF THE TUALATIN CITY COUNCIL MEETING FOR MARCH 13, 2023

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

Absent: Councilor Bridget Brooks, Councilor Cyndy Hillier

Call to Order

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

Pledge of Allegiance

Announcements

1. Eagle Scout Recognition

Volunteer Coordinator Jackie Konen introduced Eagle Scouts Matt Hines, Judah Kester, Samuel Coleman, and Sophia Wang. She stated all have completed projects within the city that enhance and preserve parks and greenspaces in Tualatin.

The Mayor presented the Eagle Scouts with plaques of appreciation.

2. Tualatin's 2022 Employee of the Year Recognition

City Manager Lombos introduced the 2022 Employee of the Year Librarian Kit Lorelied. The Mayor read a proclamation in their honor.

3. Arbor Month Proclamation

Councilor Sacco read the proclamation declaring April 2023 as Arbor Month in the City of Tualatin.

4. Proclamation Declaring April 2023 as Parkinson's Awareness Month

Council President Pratt read the proclamation declaring April 2023 as Parkinson's Awareness Month in the City of Tualatin.

Public Comment

Tiffany Michalski requested permitted parking be put in the area they live next to the High School. City Manager Lombos stated the process for this is for Council to give staff direction to send a survey to residents to see if there is a desire in the area. Council directed staff to move forward with permitted parking in the area.

Consent Agenda

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

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

MOTION PASSED

1. Consideration of Approval of the Work Session and Regular Meeting Minutes of February 27, 2023
2. Consideration of **Resolution No. 5677-23** Authorizing Amendment to a Services Agreement with Consor, Inc. (formerly Murraysmith) for the Tualatin Moving Forward Bond Program and Authorizing the City Manager to Execute the Amendment
3. Consideration of **Resolution No. 5678-23** to Exempt Specific Affordable Housing Developments From Property Taxes

Special Reports

1. Tualatin Park Advisory Committee Annual Report

Tualatin Parks Advisory Committee Chair Emma Gray and Vice-Chair Beth Dittman presented their annual report. Chair Gray stated they are a group of enthusiastic advocates for the Parks and Recreation system with a focus on the stewardship and enhancement of the community. She stated they hold regular meeting to learn about parks and recreation activities and evaluate and provide recommendations to city staff regarding the efficacy of policies, programs, and procedures. In addition, they represent the parks and recreation system to the Council, attend activities and events, are the Bee City Facilitation committee, and the Tree City USA Board. Chair Gray stated accomplishments over the past year included making a recommending of the Parks Bond package to Council, recommending a site plan for the Veteran's Plaza, reviewing land acquisitions for future Basalt Creek Park, re-evaluating current park naming policies, and supporting community outreach for Highway 99 Trail improvements. Vice-Chair Dittman stated 2023 goals are broken into sub-groups related to the parks bond, diversity, equity, and inclusion, sustainability and climate action, and collaboration with other committees.

Councilor Gonzalez asked if the integrated pest management program will be for residence or just for the city. Chair Gray stated the program will just be for the city parks.

Councilor Sacco thanked the committee for all their hard work over the past year.

Council President Pratt thanked the committee for all their work. She is glad to see the committee is continually evolving and engaging the community.

Council President Pratt asked about the evaluation of the parks naming policy. Chair Gray stated it will be an opportunity to address the policy before the naming of many upcoming parks in the Basalt Creek area occur.

2. Tualatin Moving Forward Quarterly Update

City Engineer Mike McCarthy presented the Tualatin Moving Forward Quarterly update. He stated 2023 has been the busiest year of construction for the bond program, noting there has

been 25 projects built with 11 more underway. Engineer McCarthy stated the Tualatin-Sherwood Road/Nyberg Street intersection with I-5 project is set to begin and will improve safety and predictability of travel, as well as improve safety for bikes and pedestrians. He stated a series of strategic changes will make it operate better by adding a third eastbound lane from Martinazzi to I-5, repaving and restriping lanes for more efficient allocation of traffic, installing signage, and improved bicycle access and safety throughout the corridor. Engineer McCarthy shared the specific solutions that will reduce travel time for drivers, improve predictability, and improve safety. He stated the Hwy 99: Pony Ridge Neighborhood to 124th Avenue project is underway and will create continuous sidewalks and bike lanes in the area. Engineer McCarthy stated other projects under construction include the Hazelbrook Area project, Martinazzi Avenue and Mohawk Street, and Martinazzi Avenue near Fred Meyer. He stated the program is still on time and on budget for a project total of \$29.2 million.

Councilor Sacco asked for clarification of where the additional lane will be added for the Boones Ferry project. Engineer McCarthy stated it is near the Chelan Apartments.

Council President Pratt asked how long construction is estimated to last on the I-5 intersection project. Engineer McCarthy stated they are estimating it to take 3-4 months.

Mayor Bubenik asked if concrete could be poured in the cold and rain. Engineer McCarthy stated there is a wet weather mix they use and then cover it with plastic while it dries.

General Business

1. Consideration of **Ordinance No. 1473-23** Creating the Tualatin Inclusion, Diversity, Equity, and Access (I.D.E.A.) Advisory Committee, and Defining Its Scope of Authority, Duties, and Membership

Library Director and Equity/Inclusion Officer Jerianne Thompson and Community Engagement Coordinator Betsy Ruef presented the creation of the Tualatin Inclusion, Diversity, Equity, and Access (IDEA) Advisory Committee. Director Thompson stated the IDEA Committee purpose is to help the city build and strengthen relationships with the community and lower barriers to public participation in city government. She stated the recruitment process will include reaching out to many community members and with a target to start the committee in Fall of 2023. Coordinator Ruef shared the marketing plan for the IDEA Committee, which includes a similar approach to what they used for the Equity Committee Planning Group. Director Thompson shared the logo for the committee. She stated recruitment will start with a solicitation period, then the Council Committee on Advisory Appointments will conduct interviews, and then council appointment. Director Thompson stated a consultant will be hired to help assist the committee in getting started.

Councilor Gonzalez expressed concerns with members outside of Tualatin being on the committee, high school children being members when they should be focused on school, and a lack of diverse backgrounds being represented with the rainbow colors used in the logo. Director Thompson stated other committees in Tualatin have members from outside the city on committees as it allows people who work in the community to participate, and it is consistent with those practices. Director Thompson stated other committees with youth members have been able to provide them leadership experience in governance and are held at a time when students are available.

Councilor Sacco emphasized the equity planning committee had discussion over the youth position and found value in their perspective. She stated Councilor Gonzalez concerns were discussed and considered by the planning committee.

Director Thompson stated the colors used in the logo are that of the city's branding. Councilor Gonzalez expressed concerns with the color speaking specifically to the LGBTQ+ group and wants to make sure the logo encompasses all people.

Councilor Reyes asked how many members will be on the committee. Director Thompson stated the ordinance allows 9-13 members.

Council President Pratt asked what groups will be reached in the marketing plan. Director Thompson stated all facets of the community will be engaged.

Councilor Sacco stated she is excited to see this come together as the group who worked to put this together was very passionate about this.

Councilor Reyes stated she likes that this will be inclusive of everyone in the community.

Motion for first reading by title only made by Council President Pratt, Seconded by Councilor Sacco.

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

MOTION PASSED

Motion for second reading by title only made by Council President Pratt, Seconded by Councilor Sacco.

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

MOTION PASSED

Motion to adopt Ordinance No. 1473-23 creating the Tualatin Inclusion, Diversity, Equity, and Access (I.D.E.A.) Advisory Committee, and defining its scope of authority, duties, and membership made by Councilor Sacco, Seconded by Council President Pratt.

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

Voting Nay: Councilor Gonzalez

MOTION FAILED for lack of unanimity

Council Communications

None.

Adjournment

Mayor Bubenik adjourned the meeting at 8:20 p.m.

Sherilyn Lombos, City Manager

_____ / Nicole Morris, Recording Secretary

_____ / Frank Bubenik, Mayor



OFFICIAL MINUTES OF THE TUALATIN CITY COUNCIL MEETING FOR MARCH 13, 2023

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

Absent: Councilor Bridget Brooks, Councilor Cyndy Hillier

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

1. Update on Tualatin's Strategic and Equitable Housing Funding Plan.

Assistant Community Development Director Steve Koper, Senior Planner Erin Engman, and EcoNorthwest Consultant Beth Goodman presented Tualatin's Strategic Equitable Housing Funding Plan. Consultant Goodman spoke to Tualatin's Equitable Funding plan stating it came from planning efforts from the Housing Needs Analysis and the Housing Production Strategy (HPS). She stated the Strategic Equitable Funding Action Plan provides next steps towards affordable housing outcomes and provide guidance for financial and regulatory actions, examines HPS strategic actions that produce funding and those that require funding, and focuses on financial and equity tradeoff actions. Consultant Goodman briefly shared existing housing burdens in Tualatin.

Councilor Pratt asked if the average monthly rent includes utilities. Consultant Goodman stated the monthly rent shown includes utilities.

Consultant Goodman shared ways to fund affordable housing. She stated factors that influence housing development include public policy, market feasibility, capital, and land. Consultant Goodman stated Tualatin can directly influence items such as public policy, land, and infrastructure. She stated affordable housing often falls short of the funding necessary for new construction so adding new funding strategies to fill the gaps or reduce costs including removing caps through tax exemptions and reduced fees helps. Consultant Goodman stated strategic actions considered in this project included a Local Construction Excise Tax (CET), Urban Renewal Area revenue, a Nonprofit Low Income Tax exemption, Multiple Unit Property Tax exemptions, System Development Charge (SDC) exemptions, homeownership assistance, and an Affordable Housing Trust fund. She stated actions from the HPS that are not considered in this plan included changes to the Tualatin Development Code, added density or redevelopment, affordable housing development, preserving existing affordable housing, evaluations of fair housing, and evaluations of capital improvement programming that supports affordable housing development. Consultant Goodman presented potential actions the city can take including adding a Construction Excise Tax (CET) and creation of an Urban Renewal Area. She shared equity benefits and challenges for both CET and urban renewal funding. Consultant Goodman shared equity benefits and challenges for additional potential actions including a nonprofit low income tax exemptions, multiple unit property tax exemption, system development charge exemptions, down payment assistance, and home rehabilitation programs. She stated Tualatin's potential funding sources are not sufficient to fund all of these actions. Consultant Goodman stated if a CET is adopted at a 1% rate it may result in \$500,000 in revenue in the first 5 years and could be used to backfill the costs of forgone SDCs and property tax revenue. She stated

funding with more potential include private donations, grants from the state and federal government, and general fund revenue. Consultant Goodman stated recommendations for building in equity in the program include establishing revenue sources for affordable housing, establishing an oversight committee, and considering partnerships with nonprofits who provide specific types of support. She stated next steps include finishing the draft of the Equitable Housing Funding Plan and holding meetings with the Planning Commission and City Council.

Councilor Reyes asked what an example project would be for rehabilitation and repairs for assistance program for homeowners. Consultant Goodman stated rehabilitation programs typically focus on repairs based on the requirements of the funding source.

Council President Pratt asked about the CET and SDC's exemptions funding only coming from the parks and water fund. She does not want to see funding be lost from those areas. Consultant Goodman stated the funding that is exempt from the SDC's would be covered from something such as urban renewal funding or other existing funding sources.

Council President Pratt asked if there could be specific programs for seniors. Consultant Goodman stated you could have programs target at seniors such as accessibility grants.

Mayor Bubenik asked if there is anything forthcoming from the Legislature to address affordable housing. Consultant Goodman stated there might be a variety of funding sources coming forward at the legislature, but noted know matter what they do it will not be enough funding so the city needs to look at additional funding sources.

2. I-205 Tolling Project Environmental Assessment Overview.

Management Analyst Cody Field and City Engineer Mike McCarthy presented information on the I-205 Tolling Project Environmental Assessment (EA). Analyst Field stated the goal tonight is to facilitate a discussion around the comment letter the Council will submit during the comment period. Engineer McCarthy shared an overview of the process to date since 2015. Analyst Field stated the EA speaks to the project alternative which include a build and no build option. Engineer McCarthy noted the option compares the current conditions to a three-lane road with tolls. Analyst Field stated gantry locations would be located at the Abernethy Bridge and two at the Tualatin River Bridge. He stated ODOT is looking at electronic tolling in these areas. Analyst Field stated the EA looked at a series of baseline toll rates, noting these are not the actual rates that will be set by ODOT. He shared the areas of potential impacts including the 50 studied intersections that may potentially experience difference in AM/PM traffic volumes. Analyst Fields stated there are three intersections in Tualatin that would be impacted. Engineer McCarthy spoke to proposed mitigation for SW Stafford Road and SW Borland Road including bike and pedestrian improvements. He stated additional mitigation in Tualatin could include traffic and safety improvements at the Nyberg Street/I-5 ramps and SW 65th Avenue/SW Borland Road. Analyst Fields stated concerns from around the region included items such as differences in modeling assumptions, proposed mitigation projects not being sufficient, not taking local jurisdictions concerns seriously, and the effects on lower-income workers and equity focus populations. He stated other agency responses to the EA have including hiring legal and traffic engineering consultants to review the EA and provide guidance on how to comment effectively, working with Clackamas County attorneys to call out salient points, drafting a Memorandum of Understanding for agencies to sign on to participate in the development of a letter, and other legislative efforts. Analyst Field stated the revenue from the I-205 Tolling Project would be used to complete construction on I-205, including seismic improvements to the Abernethy, Tualatin River, and seven other bridges, and the addition of a third lane in each direction of I-205 from

Stafford Road to OR-217. He stated the EA does not include financial details. Analyst Field stated the analysis in the current Traffic and Revenue study forecasted that I-205 toll revenues would finance \$500-800 million in construction funding from toll bonds and approximately 30 – 40% of revenue would go to run the program, in addition to an estimated \$40 million for infrastructure. Analyst Field stated the Mayor and Councilors have participated in the tolling process by serving on the Washington County Coordinating Committee (WCCC), Regional Toll Advisory Committee (RTAC), Clackamas County Coordinating Committee (C4), C4 Metro Sub-Committee, ODOT Region 1 Area Commission on Transportation (R1ACT), and the C4 Tolling Sub-Committee.

Councilor Reyes would like to highlight the services in the area that would affect working class people that would be charged a toll to seek those services in the letter.

Councilor Gonzalez stated there is only one road to mitigate around the tolls. He stated Borland Road will get hammered by traffic with people attempting to avoid the tolls. Councilor Gonzalez wants to see better mitigation plans for the area.

Councilor Pratt stated the hospital is in the area and there will be additional traffic impacts on it.

Mayor Bubenik expressed concerns with the lack of transit alternatives in the area, greenhouse gases and the redirection of the gases to diverted areas, and impacts to the RTP and how it will circulate throughout the region. He noted the toll rates they show are for passenger vehicles and not for trucks and don't address the impacts that will have on businesses. Mayor Bubenik expressed concerns with the economic impacts it will have on communities since those rates will have to be passed on to consumers.

Councilor Sacco wants to see additional improvements made outside of bike and pedestrian improvements. She asked who is paying for the mitigation projects. Engineer McCarthy stated there has not been an answer on who will pay for those projects.

Councilor Sacco asked what projects did not make the project mitigation list. She stated the citizens have lived experiences that the modeling can't capture so she would like to see that list. Councilor Sacco asked if a sunset date has been put in place for tolling. She stated she is also concerned with how this will impact businesses.

Council President Pratt would like to see ODOT give clear answers to the questions they have.

Councilor Reyes asked if input to stop the project is actually being considered. Mayor Bubenik stated they are on a timeline due to the bonds.

City Manager Lombos asked when the letters are due. Analyst Field stated the deadline is April 21. He stated staff will circulate a draft for review by Council before then.

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

Finance Director Don Hudson briefed the Council on the parks bond sale. He stated Council will be receiving an email regarding the primary investment statement for review. Director Hudson stated the bond sale will happen on April 12. He noted they will be going for a Moody's AA1 rating for the sale of the bonds.

Councilor Sacco stated she attended the Willamette River Water Coalition meeting.

Councilor Reyes stated she attended a meeting with the residents of Las Casitas to discuss Stoneridge Park.

Council President Pratt stated she attended the C4 Tolling Committee meeting.

Mayor Bubenik stated he attended the Tualatin Chamber Excellence in Business Awards dinner and the Washington County Coordinating Committee meeting.

City Manager Lombos stated the next Council meeting on March 27 is cancelled.

Adjournment

Mayor Bubenik adjourned the meeting at 6:47 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: April 10, 2023

SUBJECT:

Consideration of Approval of Late Liquor License Renewals for 2023

RECOMMENDATION:

Staff respectfully recommends the Council approve endorsement of the liquor license renewals for 2023 as listed in Attachment A.

EXECUTIVE SUMMARY:

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

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

FINANCIAL IMPLICATIONS:

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

ATTACHMENTS:

-Attachment A- Liquor License Late Renewals 2023

2023 Late Liquor License Renewals

Bella Pizza Tu / Pizza Monk LLC

Brix Tavern / Brix Tavern South LLC

Chipotle Mexican Grill #1015 / Chipotle Mexican Grill Inc.

Doja Tea Lounge / 5 Flavors LLC

Elks Lodge #2780 – Tualatin Valley / Elks Lodge #2780

Rosie's Kitchen / Jose Luis Alfaro

Samurais Sushi & Thai / Samuraisushi LLC

Shari's #242 / Shari's Restaurant Corp.

Stickmen Brewing Company / Stickmen Brewing Inc.

Straightaway / Bottle & Press LLC

Sushi Hana / Lake Hana LLC

Tualatin Station Bar & Grill / Joanne's Place LLC

Whole Foods Market / Whole Foods Market Pacific Northwest Inc.



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: 4/10/2023

SUBJECT:

Consideration of Approval of a New Liquor License Application for Claim Jumper Restaurant

RECOMMENDATION:

Staff respectfully recommends the Council approve endorsement of the liquor license application for 16537 Tualatin, LLC dba Claim Jumper Restaurant.

EXECUTIVE SUMMARY:

16537 Tualatin, LLC dba Claim Jumper Restaurant 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 18880 SW Lower Boones Ferry Road. The application is in accordance with provisions of Ordinance No. 680-85 which establishes procedures for liquor license applicants. Applicants are required to fill out a City application form, from which a review by the Police Department is conducted, according to standards and criteria established in Section 6 of the ordinance. The Police Department has reviewed the new liquor license application and recommended approval. According to the provisions of Section 5 of Ordinance No. 680-85 a member of the Council or the public may request a public hearing on any of the liquor license requests. If such a public hearing request is made, a hearing will be scheduled and held on the license. It is important that any request for such a hearing include reasons for said hearing.

FINANCIAL IMPLICATIONS:

A fee has been paid by the applicant.

ATTACHMENTS:

- Application
- Vicinity Map



CITY OF TUALATIN

LIQUOR LICENSE APPLICATION

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

Date 2.27.23

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

SECTION 1: TYPE OF APPLICATION

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

SECTION 2: DESCRIPTION OF BUSINESS

Name of business (dba): 16537 Tualatin, LLC dba Claim Jumper Restaurant

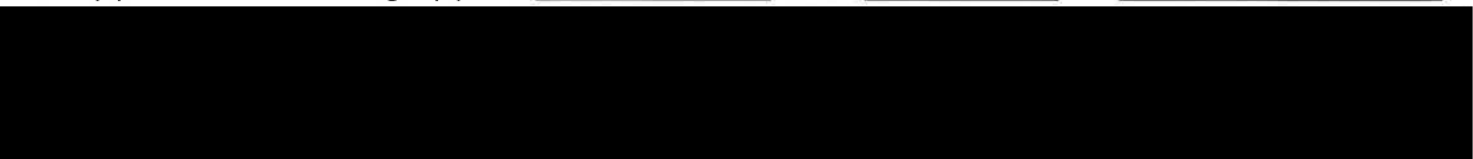
Business address 18000 SW Lower Boones Ferry Rd. City Tualatin State OR Zip Code 97224

Mailing address 1000 Jacks Run Rd. City North Versailles State PA Zip Code 15137

Telephone # 858-386-4163 Fax # _____

Email astipica@krgops.com

Name(s) of business manager(s) First Michael Middle R. Last Kelly



Type of business Full service restaurant

Type of food served American fare

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

Days and hours of operation M-Th 11a-10p, F-Sat 11a-11p, Sun 11a-9p

Food service hours: Breakfast n/a Lunch 11a-4p Dinner M-Th 4-10, F 4-11
Sun 4-9

Restaurant seating capacity 450 Outside or patio seating capacity 48

How late will you have outside seating? M-Th 10p How late will you sell alcohol? M-Th 10p
F-Sat 11p Sun 9p F-Sat 11p Sun 9p

How many full-time employees do you have? _____ Part-time employees? _____

SECTION 3: DESCRIPTION OF LIQUOR LICENSE

Name of Individual, Partnership, Corporation, LLC, or Other applicants _____
16537 Tualatin, 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: **16537 Tualatin, LLC** Date of birth: _____



MANAGER

Michael R. Kelly

Full name:

Date of birth:

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

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:

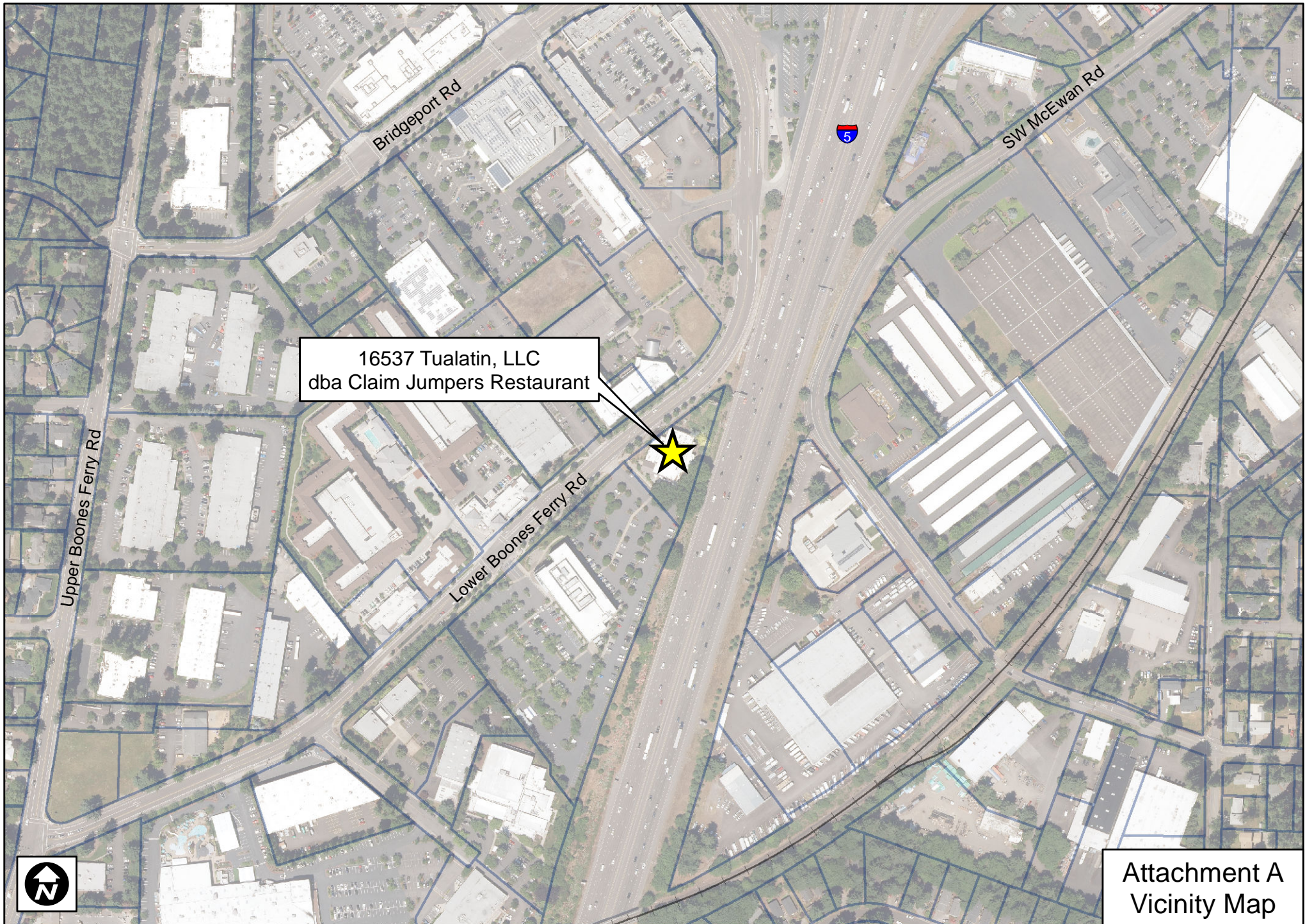
- Granted
- Denied

Cause of unfavorable recommendation: _____

[Signature]
Signature

Greg Pickering
Chief of Police
Tualatin Police Department

3/10/23
Date



16537 Tualatin, LLC
dba Claim Jumpers Restaurant



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: April 10, 2023

SUBJECT:

Consideration of **Resolution No. 5680-23** Authorizing the Purchase and Installation of Atfalati Park Playground Equipment and Surface through an Interstate Cooperative Procurement Program.

RECOMMENDATION:

Staff recommends approval of Resolution No. 5680-23.

EXECUTIVE SUMMARY:

The recent voter approved parks bond includes replacing outdated playground equipment due to condition issues as a priority. The Atfalati Park playground replacement equipment was recommended by the Parks Advisory Committee. This project includes replacing two playground features and surface under the terms and conditions of a Cooperative Procurement Agreement with National Purchasing Partners Government (NPPGov) through a Master Price Agreement with the League of Oregon Cities.

OUTCOMES OF DECISION:

Safe and assessable updated playground equipment and surface.

Achieves Council Vision and Priorities that include:

- Inclusive Community that promotes equity, diversity and access.
- Safe, vibrant and accessible Gathering Places.
- Safe, desirable, welcoming, and sustainable Neighborhoods.

FINANCIAL IMPLICATIONS:

The project funds are budgeted in the parks bond project funds. The cost for Atfalati playground equipment and surface replacement is \$68,549.09.

ATTACHMENTS:

Resolution No. 5680-23

RESOLUTION NO. 5680-23

A RESOLUTION AUTHORIZING THE PURCHASE AND REPLACEMENT OF
ATFALATI PARK PLAYGROUND EQUIPMENT AND SURFACE THROUGH AN
INTERSTATE COOPERATIVE PROCUREMENT PROGRAM

WHEREAS, the City is a member of National Purchasing Partners Government
(NPPGov) cooperative purchasing program;

WHEREAS, as required by ORS 279A.220, the City provided notice in the Daily
Journal of Commerce on March 24, 2023 indicating its intent to award a contract through
interstate cooperative procurement;

WHEREAS, the City provided at least seven days for vendors who would otherwise be
prospective bidders or proposers on the contract an opportunity to comment on the City's
intent to establish a contract through a cooperative procurement;

WHEREAS, the City did not receive any comments;

WHEREAS, the procurement complied with the City's and State public contracting
requirements; and

WHEREAS, the City wishes to award the contract through a cooperative procurement.

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

Section 1. The City awards authorization to Buell Recreation LLC for the purchase
and replacement of playground equipment and surface at Atfalati Park for \$68,549.09, under
the terms and conditions of the Cooperative Procurement Agreement with NPPGov through a
Master Price Agreement with League of Oregon Cities.

Section 2. The City Manager is authorized to execute any and all documents
necessary to effectuate the procurement.

Section 3. The City Manager is authorized to execute change orders, in the amount
of up to 10% of the total contract price, without the need for Council approval.

Section 4. This resolution is effective upon adoption.

Adopted by the City Council this 10 day of April, 2023.

CITY OF TUALATIN, OREGON

BY _____
Mayor

APPROVED AS TO FORM

ATTEST:

BY _____

BY _____

City Attorney

City Recorder



City of Tualatin

CITY OF TUALATIN Staff Report

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

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

DATE: April 10, 2023

SUBJECT:

Consideration of **Resolution No. 5681-23** Authorizing the Purchase and Replacement of Ibach Park Playground Equipment through an Interstate Cooperative Procurement Program.

RECOMMENDATION:

Staff recommends approval of Resolution No. 5681-23.

EXECUTIVE SUMMARY:

The recent voter approved parks bond includes replacing outdated playground equipment due to condition issues as a priority. The Ibach Park playground replacement equipment was recommended by the Parks Advisory Committee. This project includes replacing two playground features under the terms and conditions of a Cooperative Procurement Agreement with National Purchasing Partners Government (NPPGov) through a Master Price Agreement with the League of Oregon Cities.

OUTCOMES OF DECISION:

Safe and assessable updated playground equipment and surface.

Achieves Council Vision and Priorities that include:

- Inclusive Community that promotes equity, diversity and access.
- Safe, vibrant and accessible Gathering Places.
- Safe, desirable, welcoming, and sustainable Neighborhoods.

FINANCIAL IMPLICATIONS:

The project funds are budgeted in the parks bond project funds. The cost for Ibach playground equipment and surface replacement is \$55,498.30.

ATTACHMENTS:

Resolution No. 5681-23

RESOLUTION NO. 5681-23

A RESOLUTION AUTHORIZING THE PURCHASE AND REPLACEMENT OF IBACH PARK PLAYGROUND EQUIPMENT THROUGH AN INTERSTATE COOPERATIVE PROCUREMENT PROGRAM

WHEREAS, the City is a member of National Purchasing Partners Government (NPPGov) cooperative purchasing program;

WHEREAS, as required by ORS 279A.220, the City provided notice in the Daily Journal of Commerce on March 24, 2023 indicating its intent to award a contract through interstate cooperative procurement;

WHEREAS, the City provided at least seven days for vendors who would otherwise be prospective bidders or proposers on the contract an opportunity to comment on the City's intent to establish a contract through a cooperative procurement;

WHEREAS, the City did not receive any comments;

WHEREAS, the procurement complied with the City's and State public contracting requirements; and

WHEREAS, the City wishes to award the contract through a cooperative procurement.

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

Section 1. The City awards authorization to Ross Recreation Equipment, Inc. for the purchase and replacement of playground equipment Ibach Park for \$55,498.30, under the terms and conditions of the Cooperative Procurement Agreement with NPPGov through a Master Price Agreement with League of Oregon Cities.

Section 2. The City Manager is authorized to execute any and all documents necessary to effectuate the procurement.

Section 3. The City Manager is authorized to execute change orders, in the amount of up to 10% of the total contract price, without the need for Council approval.

Section 4. This resolution is effective upon adoption.

Adopted by the City Council this 10 day of April, 2023.

CITY OF TUALATIN, OREGON

BY _____
Mayor

APPROVED AS TO FORM

ATTEST:

BY _____

BY _____

City Attorney

City Recorder



City of Tualatin

CITY OF TUALATIN Staff Report

TO: Honorable Mayor and Members of the City Council
THROUGH: Sherilyn Lombos, City Manager
FROM: Megan George, Deputy City Manager
DATE: April 10, 2023

SUBJECT:

Consideration of Resolution No. 5682-23 Authorizing the City Manager to Sign the Intergovernmental Agreement for the Lending of Personnel Within Clackamas County When Personnel Are Unable to Get to Their Normal Reporting Location

RECOMMENDATION:

Staff recommends that the Council approve the resolution to allow the City Manager to sign the intergovernmental agreement for the lending of personnel within Clackamas County when personnel are unable to get to their normal reporting location.

EXECUTIVE SUMMARY:

Some hazards, when they occur, may cause a loss of power and communications, or significantly damage or affect transportation routes. As a result, some employees could be unable to report to their normal work locations, but may be able to assist with emergency management activities in another agency. This intergovernmental agreement provides a process for public agencies in Clackamas County to share employees during an emergency.

FINANCIAL IMPLICATIONS:

There are no immediate financial implications.

ATTACHMENTS:

- Resolution 5682-23 Stranded Works Intergovernmental Agreement
- Exhibit A: Stranded Workers Intergovernmental Agreement

RESOLUTION NO. 5682-23

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AN INTERGOVERNMENTAL AGREEMENT FOR THE LENDING OF PERSONNEL WITHIN CLACKAMAS COUNTY WHEN PERSONNEL ARE UNABLE TO GET TO THEIR NORMAL REPORTING LOCATION

WHEREAS, the Pacific Northwest is prone to natural hazards such as earthquakes, floods, wind, snow, and ice storms; and

WHEREAS, those hazards, when they occur, may cause a loss of power and communications, significantly damage or affect transportation routes, and leave employees from public agencies stranded and unable to report to their normal work locations; and

WHEREAS, public agencies in Clackamas County have an interest in strengthening and coordinating disaster preparedness, response, and recovery capabilities and enhance its disaster resilience throughout Clackamas County; and

WHEREAS, the City of Tualatin recognizes employees may be stranded by hazard impacts but still may be available to assist with emergency management activities in another agency Emergency Operation Center; and

WHEREAS, the intergovernmental agreement identified in Exhibit A allows for and provides a process for public agencies in Clackamas County to share employees during an emergency; and

WHEREAS, ORS 190.010 to 190.030 authorize units of local government in Oregon to enter into written agreements with any other unit or units of local government for the performance of any of all functions and activities that any of them has the authority to provide.

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

Section 1. The City Manager is authorized to sign the Intergovernmental Agreement identified in Exhibit A.

Section 2. This resolution is effective immediately upon passage by the City Council.

Adopted by the City Council this 10th day of April, 2023.

CITY OF TUALATIN, OREGON

BY _____

Mayor

ATTEST:

BY _____
City Recorder

**EXHIBIT A:
INTERGOVERNMENTAL AGREEMENT
FOR
THE LENDING OF PERSONNEL WITHIN CLACKAMAS COUNTY WHEN
PERSONNEL ARE UNABLE TO GET TO THEIR NORMAL REPORTING LOCATION**

This Intergovernmental Agreement (“Agreement”) is entered into, pursuant to Oregon Revised Statutes (ORS) 190.010 to 190.030 , by and among Clackamas County and those cities, and special districts within Clackamas County who have signed this Agreement (herein collectively known as “Parties”).

RECITALS

WHEREAS, the Pacific Northwest is prone to natural hazards such as earthquakes, floods, wind, snow, and ice storms; and

WHEREAS, those hazards, when they occur, may cause a loss of power and communications, significantly damage or affect transportation routes, and leave Party agency Personnel stranded and unable to report to their normal work locations; and

WHEREAS, the Parties have an interest in strengthening and coordinating disaster preparedness, response, and recovery capabilities and enhance its disaster resilience throughout Clackamas County; and

WHEREAS, the Parties’ Personnel (defined below), when stranded by hazard impacts, may be available to assist with emergency management activities in another agency EOC; and

WHEREAS, ORS 190.010 to 190.030 authorize units of local government in Oregon to enter into written agreements with any other unit or units of local government for the performance of any of all functions and activities that any of them has the authority to provide.

NOW, THEREFORE, the Parties agree as follows:

TERMS AND CONDITIONS

I. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to authorize, facilitate and establish conditions and provisions for sharing Personnel amongst the Parties during emergencies when transportation routes are disrupted and Personnel are unable to report to their normal work locations. Other Personnel otherwise covered by a separate lending IGA or mutual aid agreement are excluded from this Agreement.

II. DEFINITIONS

- A. Borrower/Borrowing Agency means a Party agency that accepts Emergency Assistance in the form of Personnel from another Party agency, pursuant to the terms of this Agreement.
- B. Emergency includes, but is not limited to, a human-caused or natural event or other circumstance, such as an earthquake, flood, wind, snow, wildfire, or ice storm, which prevents Personnel from reporting to their normal work locations.
- C. Emergency Assistance means Personnel assistance offered during an Emergency and accepted by a Borrowing Agency to assist in the response, relief and/or recovery efforts.
- D. Emergency Operations Center (EOC) is the physical location at which the coordination of information and resources to support incident management (on-scene operations) activities normally takes place. In the context of this Agreement, an EOC includes support and coordination facilities such as emergency coordination centers (ECCs), department operations centers (DOCs), and fire operations centers (FOCs).
- E. Emergency Program Manager means the person appointed by a Party agency who is responsible for the organization, administration and operation of the emergency management agency within its jurisdiction.
- F. Personnel may be full-time, part-time, or other qualified employees from the Party agency.
- G. Lender/Lending Agency means a Party agency that provides Emergency Assistance in the form of Personnel to another Party agency, pursuant to the terms of this Agreement.
- H. National Incident Management System (NIMS) is a systematic, proactive approach to guide departments and agencies at all levels of government, nongovernmental organizations, and the private sector to work together seamlessly and manage incidents involving all threats and hazards – regardless of cause, size, location, or complexity – in order to reduce loss of life, property, and harm to the environment.

III. ADMINISTRATION

Clackamas County Disaster Management will serve as the administrator of this Agreement. The administrator will maintain copies of all signed Agreements and

organize meetings of the Party Emergency Program Managers to implement tasks related to the administration and implementation of this Agreement, as outlined in Section V.B.i.

IV. PARTICIPATION IN THIS AGREEMENT

- A. Participation in this Agreement is voluntary and no Party is obligated under this Agreement to act either as a Borrowing or Lending Agency. Each Party shall decide on a case-by-case basis, in its sole discretion, whether it can, under the circumstances, lend or borrow Personnel. No Party shall be liable to another Party, or be considered to be in breach or default under this Agreement, on account of any refusal to lend or borrow Personnel, or any delay in or failure to perform any discretionary duties in this Agreement, except to make payment as specified in this Agreement.
- B. The county and all cities, inter-local agencies, regional governments, and special districts within Clackamas County are eligible to be a Party to this Agreement.

V. ROLES OF PARTY EMERGENCY PROGRAM MANAGERS

- A. Each Party agrees that its Emergency Program Manager or designee will serve as its representative in any meeting to address administration and implementation of this Agreement.
- B. The Party agency Emergency Program Managers, or designees, together, shall:
 - i. Meet annually or as necessary to review and update this Agreement, develop and maintain procedures for Agreement implementation, and evaluate lessons learned from actual use of this Agreement.
 - ii. Develop planning details associated with being a Borrower or Lender under the terms of this Agreement.
 - iii. Develop and implement a means to maintain and disseminate accurate rosters of Party agency approved Personnel.
- C. Each Party agency Emergency Program Manager, or designee, shall:
 - i. Participate in any meetings convened to address administration and implementation of this Agreement.
 - ii. Develop and maintain procedures necessary to implement this Agreement, including but not limited to, communicating with approved Personnel the nature of this IGA.
 - iii. Develop, maintain, and publish a current roster of approved Personnel. Personnel listed on the roster must meet the definition in Part II.F of this

Agreement. The list must be available to Party Emergency Program Managers, through an agreed-upon process.

- iv. Maintain a current master copy of this Agreement, and a copy of all implementing policies, procedures, and other documentation.
- v. Notify all Parties if their agency terminates its participation in this Agreement.

VI. PERSONNEL

- A. Personnel must meet at least the minimum qualification standards established by the Party agency and be willing to offer Emergency Assistance to another Party agency in order to participate in this program.
- B. Personnel are authorized to offer Emergency Assistance to other Party agencies (i.e., Borrowers) when requested to do so by a Borrowing Agency party when an Emergency prevents the Borrowing Agency's Personnel from reporting to their normal work locations. Personnel will make every effort to report to their normal work locations before offering assistance to another Party agency.
- C. When reporting to a Borrowing Agency's EOC or other designated site, Personnel must request an assignment from a person authorized to assign and supervise personnel in that EOC or ask to be directed to a person authorized to assign and supervise personnel in the Borrowing Agency's service area for field operations.
- D. The Borrowing Agency is not required to accept and assign reporting Personnel.
- E. Personnel acting under this Agreement are employees of the Lender who provided the Personnel, and shall remain subject to their respective employers' personnel and operations policies, and will make appropriate efforts to advise their employers of their situation either directly or through the Borrowing Agency.

VII. NO EMPLOYMENT RELATIONSHIP

- A. Personnel of the Lender shall, at all times while performing Emergency Assistance or acting under the authority of this Agreement, continue to be employees of the Lender and shall not be deemed to enter into any employment relationship with the Borrower for any purpose. Wages, hours, and other terms and conditions of employment of the Lender shall remain applicable to its Personnel who perform Emergency Assistance under this Agreement. Each Lender shall be solely responsible for payment of its employees' wages, any required payroll taxes and any benefits or other compensation. Each Lender who provides Personnel is and will remain solely responsible for all employment and human resource functions for the Personnel including, but not limited to,

FMLA/OFLA administration, worker's compensation, paid sick leave, EEO complaints, and similar employment-related or human resource issues and concerns. A Borrower shall not be responsible for paying any wages, benefits, taxes, or other compensation for any Borrowed Personnel under this Agreement. The costs associated with borrowed Personnel are subject to the reimbursement process outlined in Paragraph IX, Payment for Emergency Assistance. No business partnership or joint venture is established or contemplated between the Lender and Borrower Agencies in this Agreement. Borrower and Lender Agencies are merely Parties sharing authority and responsibilities pursuant to ORS 190.

- B. In no event shall a Lender or its officers, employees, agents, or representatives be authorized (or represent that they are authorized) to make any representation, enter into any agreement, waive any right, or incur any obligation in the name of, on behalf of or as agent for their respective employing agencies solely by virtue of this Agreement.
- C. Personnel responding under this Agreement shall remain under the administrative control of their respective employers (the Lender), but will be under the temporary supervisor and operational control of the Borrower. Pursuant to Section XII of this Agreement, the Lender shall not be liable for any damages, liabilities, or costs. Personnel may decline to perform any assigned task for any reason, including but not limited to if they judge such task to be unsafe or if they are not qualified to perform the assigned task. A Lender may recall its employees if they are needed to provide support or services within the Lender's jurisdiction. If the Borrower requests Lender's Personnel to supervise or direct activities while offering Emergency Assistance, such request shall not relieve the Borrower of any liability or responsibility under this Agreement and shall not create any Lender liability.
- D. In the event of any dispute between Personnel and the Borrower about the performance of services under this Agreement, Personnel shall be subject to the exclusive direction and control (including personnel actions and discipline) of the Lender.

VIII. DUTIES OF BORROWING AGENCY

- A. The Borrower is responsible for making arrangements, as necessary, to provide for the safety, housing, meals, and transportation to and from job/housing sites for loaned Personnel. The reasonable actual costs associated with such arrangements shall be borne by the Borrowing Agency.

- B. The Borrower is responsible for ensuring Personnel understand the scope of their assigned duties and for training them on the policies of the Borrowing Agency.
- C. Unless otherwise agreed to with the Lender, the Borrower shall release Personnel providing Emergency Assistance as soon as conditions allow the personnel to return to their normal work locations. The Borrower shall notify the Lender when the Lender's Personnel are released.
- D. If Personnel does not meet the needs or is otherwise not satisfactory to the Borrower, the Borrower shall be authorized to decline the assistance of the individual. The Borrower shall provide a written explanation to the Lender upon request or no later than the conclusion of the Emergency.

IX. PAYMENT FOR EMERGENCY ASSISTANCE

The Parties agree to the following terms:

- A. The Lender shall invoice the Borrower for the total costs of providing loaned employees including salary or hourly wages, overtime, and benefits. In addition, the Lender may invoice the Borrower for overhead for all time beyond the first 12 hours. All costs shall be consistent with the Lender's personnel policies and/or collective bargaining agreements as applicable, or other conditions of employment. The Borrower and Lender may make other arrangements for payment if mutually agreed to.
- B. A Borrower shall pay a Lender for all reasonable and actual invoiced and itemized costs associated with Emergency Assistance provided by the Lender within sixty (60) days of receipt of the Lender's invoice. The Lender, in its sole discretion, may elect to extend the repayment deadline upon written request of the Borrower.

X. TERMINATION

Any Party may terminate its participation in this Agreement by written notice to the administrator of this agreement and the Emergency Program Managers of the other Parties. Notice of termination becomes effective upon receipt by the other Parties. Any Party terminating its participation remains liable for all obligations incurred during its period of participation, until the obligation is satisfied.

XI. RECORD KEEPING

- A. Time sheets and/or daily logs showing hours worked by Personnel responding under this Agreement will be recorded on a shift-by-shift basis and provided to

the Borrower upon request. Under all circumstances, the Borrower remains responsible for ensuring that the amount and quality of all documentation is adequate to enable disaster reimbursement.

- B. All records generated or received by Lender's Personnel while assisting Borrower during an Emergency that relate to the Emergency are considered Borrower's records for public records retention purposes. Once Personnel are no longer assisting Borrower, Personnel will provide Borrower with any and all applicable public records in Personnel's possession to Borrower for retention.

XII. INDEMNIFICATION AND LIMITATION OF LIABILITY

- A. INDEMNIFICATION. Except as provided in Paragraph B below, and at all times subject to the applicable tort claims limitations in the Oregon Constitution and the Oregon Tort Claims Act, the Borrower shall indemnify, hold harmless, and defend each Lender (including its officers, employees, volunteers, and agents) that provides Personnel to the Borrower from and against any and all third party claims, losses, harms, liability, damage, cost, or expense, including costs of defense, judgments, or awards of damages arising out of or based upon Borrower's acts or omissions in performing under this Agreement including, but not limited to, using Lender's Personnel.
- B. ACTIVITIES IN BAD FAITH OR BEYOND SCOPE. Notwithstanding anything to the contrary in this Agreement, no Party shall be required under this Agreement to indemnify, hold harmless and defend any other Party or Personnel from any claim, loss, harm, liability, damage, cost, or expense caused by, related to, or resulting from the activities of any Party's officers, employees, or agents acting in bad faith, performing activities beyond the scope of their employment, or in the case of malfeasance in office or willful or wanton neglect of duty.
- C. LIABILITY FOR PARTICIPATION. In the event of any third-party liability, claim, demand, action or proceeding, or whatever kind or nature, arising from the rendering of Emergency Assistance through this Agreement, the Borrower agrees to indemnify, hold harmless, and defend, to the fullest extent of the law, each signatory to this Agreement whose only involvement in the transaction or occurrence, which is the subject of such claim, action, demand or proceeding, is the execution and approval of this Agreement.

XIII. WORKERS' COMPENSATION AND EMPLOYEE CLAIMS

- A. All Lender Personnel made available to a Borrower shall remain the general employees of the Lender while engaging in and carrying out duties, functions, or activities pursuant to this Agreement, and each Party shall remain fully responsible as the employer for all taxes, assessments, fees, premiums, wages,

withholdings, worker's compensation, and other direct and indirect compensation, benefits, and related obligations with respect to its employees. Likewise, each Party shall provide worker's compensation in compliance with statutory requirements of the states of Oregon.

XIV. NON-EXCLUSIVENESS AND OTHER AGREEMENTS

- A. This Agreement is not intended to be exclusive among the Parties. Any Party may enter into separate Emergency Assistance agreements with any other entity. No such separate agreement shall terminate any responsibility under this Agreement.
- B. Other agreements for Emergency Assistance between any Parties are unaffected by this Agreement and remain in effect until separately terminated. When another agreement exists at the time a request for Emergency Assistance is made, the Borrower and Lender should be clear about the agreement under which the request is being made and by which the assistance costs will be paid.

XV. NO PARTNERSHIP

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership among the Parties or to impose any partnership obligation or liability upon any Party. Further, no Party shall be considered an agent of any other Party or otherwise have authority to bind any other Party.

XVI. NO THIRD PARTY BENEFICIARY

Nothing in this Agreement shall be construed to create any rights in or duties to any third party, nor any liability to or standard of care in reference to any third party. This Agreement shall not confer any right or remedy upon any person other than the Parties. This Agreement shall not release or discharge any obligation or liability of any third party to any Party.

XVII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement, though other existing agreements of the Parties may take precedence over certain concepts outlined in this Agreement.

XVIII. SUCCESSORS AND ASSIGNS

This Agreement is not transferable or assignable, in whole or in part, and any Party may terminate its participation in this Agreement subject to Article X.

XIX. TORT CLAIMS

Notwithstanding anything to the contrary herein, this Agreement does not waive any tort claim protections or limitations provided under the Oregon Tort Claims Act or the

Oregon Constitution or remove from any of the Parties any protection provided by applicable tort claims laws.

XX. WAIVER OF RIGHTS

Any waiver at any time by any Party of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay in asserting or enforcing any right, except those related to the statutes of limitations, shall not constitute or be deemed a waiver.

XXI. ADHERENCE TO LAW

Each Party shall comply with all federal, state, and local laws and ordinances applicable to this Agreement.

XXII. EXECUTION IN COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

IGA FOR THE SHARING OF PERSONNEL WITHIN CLACKAMAS COUNTY WHEN PERSONNEL ARE UNABLE TO GET TO THEIR NORMAL REPORTING LOCATION
SIGNATURE PAGE

In Witness Whereof, the Public Entity City of Tualatin (Party) has caused this Agreement to be executed by its duly authorized representatives as of the date of their signatures below:

| | | |
|----------------------|-------|-----------------|
| _____ | _____ | _____ |
| Signature of Officer | Date | Officer's Title |
| _____ | _____ | _____ |
| Signature of Counsel | Date | Counsel's Title |

| |
|--|
| <p>Name and title of primary Contact Representative: Sherilyn Lombos, City Manager</p> <p>Address: 18880 SW Martinazzi Ave. Tualatin, OR 97062</p> <p>Phone: (503) 691-3010 Email: slombos@tualatin.gov</p> |
|--|

Name and title of
alternate Contact

Representative: Megan George, Deputy City Manager

Phone: (503) 691-3065

Email: mgeorge@tualatin.gov

1. Mail the original signed **IGA Signature Page** (this page - actual hard copy page) to:
Clackamas County Disaster Management
Attn: Jamie Poole
1710 Red Soils Court, Suite 225, Oregon City, OR 97045
E-mail: jpoole@clackamas.us
Telephone: 503-655-8838
2. Retain a second original signed **IGA Signature Page** for your records.



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: April 10, 2023

SUBJECT:

Consideration of **Resolution No. 5683-23** Awarding the Contract for Construction of Tualatin-Sherwood Road Operational Improvements

RECOMMENDATION:

Staff recommends that Council approve the resolution awarding and allowing the City Manager to execute a contract with Moore Excavation, Inc. to construct the Tualatin-Sherwood Road Operational Improvements in the amount of \$2,039,725.50.

EXECUTIVE SUMMARY:

This project would improve Tualatin-Sherwood Road and Nyberg Street from downtown Tualatin to the I-5 interchange to make traffic flow more efficient through improved lane usage. Major items of work consist of roadway widening, a retaining wall, guardrail, approximately 2,600 SF of concrete sidewalk driveways and islands, six (6) ADA compliant pedestrian curb ramps, curb and gutter, signal modifications, signing and striping, irrigation, landscaping, and fencing.

The construction contract was advertised in the Daily Journal of Commerce on February 15th and 17th, 2023 and the Business Tribune on February 14th and 17th, 2023. 3 bids were received before the bid period closed on March 14, 2023. Moore Excavation, Inc. submitted the lowest responsible bid for the project in the amount of \$2,039,725.50.

OUTCOMES OF DECISION:

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

FINANCIAL IMPLICATIONS:

Funds for this project are available in the Transportation Fund.

ATTACHMENTS:

- Resolution No. 5683-23 Awarding Contract

RESOLUTION NO. 5683-23

A RESOLUTION AWARDDING A CONTRACT FOR CONSTRUCTION OF THE TUALATIN-SHERWOOD ROAD: OPERATIONAL IMPROVEMENTS

WHEREAS, the above-referenced project was posted on February 15th and 17th, 2023 in the *Daily Journal of Commerce* and on February 14th and 17th, 2023 in the *Business Tribune* and the City requested competitive sealed bids as part of its capital improvement program;

WHEREAS, 3 bids were received prior to the close of the bid period on March 14, 2023;

WHEREAS, Moore Excavation, Inc. submitted the lowest responsible bid for the project in the amount of \$2,039,725.50; and

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

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

Section 1. Moore Excavation, Inc. is hereby awarded a contract for the Tualatin-Sherwood Road: Operational Improvements.

Section 2. The City Manager is authorized to execute a contract with Moore Excavation, Inc. in the amount of \$2,039,725.50.

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

Section 4. This resolution is effective upon adoption.

Adopted by the City Council this 10th day of April, 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: Don Hudson, Assistant City Manager/Finance Director
DATE: April 10, 2023

SUBJECT:

Consideration of Resolution No. **5684-23**, A Resolution Approving a Loan Agreement with CPAH Plambeck Limited Partnership.

RECOMMENDATION:

Staff recommends approval of the attached Resolution.

EXECUTIVE SUMMARY:

CPAH Plambeck Limited Partnership (Borrower) is developing a 116-unit multi-family affordable housing development known as Plambeck Garden Apartments. As part of the conditional approval of Borrower's development application, they are required to construct a 12-inch diameter water main to the public water system (Project).

The City has previously agreed to contribute up to \$1,000,000 of the City's American Rescue Plan Act (ARPA) funding towards this Project. The Borrower has requested that the funds be made in the form of a loan that can be forgiven, at the sole discretion of the City, if requested by the Borrower. Other terms of the loan can be found in the Loan Agreement, which is Exhibit A to the attached resolution. The Loan Agreement has additional documents associated with it including a Trust Deed and a Promissory Note. The loan complies with eligibility requirements for use of ARPA funds for affordable housing.

OUTCOMES OF DECISION:

Adoption of Resolution No. 5684-23 approves the Loan Agreement with CPAH Plambeck Limited Partnership and gives the City Manager, or designee, the authority to sign the agreement.

FINANCIAL IMPLICATIONS:

Approves up to \$1,000,000 of ARPA funds, which is budgeted in the American Rescue Plan Act Fund for Fiscal Year 2022-2023

ATTACHMENTS:

- Resolution 5684-23
- Exhibit A, Loan Agreement

RESOLUTION NO. 5684-23

A RESOLUTION APPROVING A LOAN AGREEMENT WITH CPAH PLAMBECK LIMITED PARTNERSHIP

WHEREAS, CPAH Plambeck Limited Partnership (Borrower) is developing a 116-unit multi-family affordable housing development known as Plambeck Garden Apartments; and

WHEREAS, the City of Tualatin is the recipient of American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF), which allow for an award or loan of funds to subrecipients who meet ARPA/SLFRF eligibility requirements, including but not limited to, affordable housing projects and infrastructure improvements; and

WHEREAS, as part of the conditional approval of Borrower’s development application, the Borrower is required to construct a 12-inch diameter water main to the public water system (Project); and

WHEREAS, the City has determined that it is in the best interest of the City to loan Borrower up to \$1,000,000 of the City’s ARPA/SLFRF funds to construct the Project.

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

Section 1. The Project meets the eligibility requirement for use of ARPA/SLFRF funds.

Section 2. The City Council authorizes the City Manager, or the City Manager’s designee to enter into a Loan Agreement in substantially the same form as the attached Exhibit A and to take all administrative steps, including but not limited to entering into other agreements as necessary, to effectuate the Loan Agreement. .

Section 3. The City reserves the right, in its sole discretion, to forgive the indebtedness set forth under the Loan Agreement if requested by Borrower.

Section 5. This resolution is effective upon adoption.

ADOPTED by the City Council this 10th day of April, 2023.

CITY OF TUALATIN, OREGON

BY _____
Mayor

ATTEST:

BY _____
City Recorder

APPROVED AS TO FORM

BY _____
City Attorney

Exhibit A

LOAN AGREEMENT

THIS LOAN AGREEMENT (“Loan Agreement”) is made this May 2, 2023 by and between CPAH Plambeck Limited Partnership, an Oregon limited partnership (“Borrower”) and the City of Tualatin, an Oregon municipal corporation (Lender or City).

RECITALS

A. On March 11, 2021 the American Rescue Plan Act (ARPA) was signed into law and established the Coronavirus Local Fiscal Recovery Fund together which make up the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program. The SLFRF program is to provide support to state, territorial, local, and tribal governments in responding to economic and public health impacts of COVID-19 and their efforts to contain impacts on their communities, residents, and businesses.

B. The City is the recipient of ARPA/SLFRF funds and may award or loan funds to subrecipients who meet ARPA/SLFRF eligibility requirements including but not limited to affordable housing projects and infrastructure improvements.

C. Borrower is the owner of that certain property located at 23500 and 23550 SW Boones Ferry Road in the City of Tualatin, (the “**Property**”).

D. On June 8, 2022, the City conditionally approved Borrower’s Development Application (AR 22-0001) to develop the Property into a 116-unit multi-family affordable housing development known as Plambeck Garden Apartments (“Development”).

E. Borrower will finance the Development in part with private activity bonds issued by the State of Oregon through its Housing and Community Services department and equity generated from low-income housing tax credits.

F. City has agreed to loan borrower One Million Dollars (\$1,000,000) of City’s ARPA/SLFRF funds to be used for the Development and more specifically the construction of a c-level public water system from the intersection of SW Boones Ferry Road and SW Norwood Road to the south property line of this Development with a 12-inch diameter main to meet public water system requirements of the MurraySmith Technical Memorandum dated November 2, 2021 and included as Exhibit A (“Project”).

G. City finds that the fulfillment of this Agreement and the completion of the Project, are in the best interests of the City and the health, safety, and welfare of its residents, and are in accordance with the public purposes and provisions of the applicable state and federal laws and requirements.

H. Subject to the terms and conditions set forth herein and in the Loan Documents, Lender will provide Borrower the Loan (as hereinafter defined) for the purpose of constructing the Project.

Therefore, the parties agree as follows:

1. DEFINITIONS

City means the City of Tualatin, a municipal corporation of the State of Oregon.

Construction Documents means the plans and specifications for the Project, the Bid, the construction contract, any design professional agreements for the Project, and any other documents relating to the design or construction, or construction management of the Project, all as approved in writing by Lender as provided herein.

Construction Period means the period beginning on the date this Agreement is executed and ending on final completion of the Project as defined in the Construction Documents but in no event shall the Project be completed later than December 31, 2026.

Eligible Work means work that is eligible for funding that is part of the Project and included in the Bid.

Eligible Project Costs means costs that are directly related to Eligible Work as stated on the Construction Contract or, if no construction contract is in place, on the construction Bid documents.

Fiscal Year means the period beginning on the first day of July of each year and ending on the last day of June the following year.

Loan means the loan from Lender described in Section 2.1 of this Loan Agreement.

Loan Documents mean this Loan Agreement, the Note, the Trust Deed, and any other agreement, addendum, or amendment executed by Borrower and Lender in connection with the Loan.

Loan Period means the period beginning on the date of the first disbursement under this Loan Agreement and continuing until the loan and all accrued interest is fully repaid which in no event should be later than June 30, 2080.

Note means that certain Promissory Note dated **May 2, 2023**, and executed by Borrower in favor of Lender and evidencing the Loan, attached hereto as Exhibit B.

Project shall have the meaning as described above.

Trust Deed means that certain Line of Credit Trust Deed, Security Agreement, Fixture Filing, and Assignment of Leases and Rents dated May 2, 2023, executed by Borrower, as Grantor, in favor of Lender, as Beneficiary, encumbering the Project and securing the Loan, attached hereto as **Exhibit C**.

2. LOAN AND PROJECT FUNDING

2.1 **Loan Amount, Security.** Subject to the terms and conditions of this Loan Agreement, Lender agrees to make a loan to Borrower ("**Loan**") in the maximum principal amount of one million

dollars (\$1,000,000.00) ("**Loan Amount**"). The Loan is evidenced by and repayable in accordance with this Loan Agreement, and Note, and is secured by the Trust Deed. All payments and prepayments on the Loan and all other amounts payable hereunder or under the Trust Deed by Borrower to Lender shall be made to:

City of Tualatin
Attn: Finance Department
18880 SW Martinazzi Avenue
Tualatin, OR 97062-7092

or at such other address as Lender may specify in writing.

2.2 Use of Loan proceeds is restricted to Eligible Project Costs. Any Eligible Project Costs above one million dollars (\$1,000,000.00) are the Borrower's sole responsibility.

3. LOAN TERMS

3.1 **Loan.** Lender agrees, on the terms and conditions of this Loan Agreement and upon satisfaction of any conditions precedent, to disburse a total aggregate principal amount equal to the Loan Amount.

3.2 **Interest.** Interest shall accrue at a compound interest rate of zero percent (0%).

3.3 **Documentation Required for Disbursements.** Borrower may request the initial disbursement in accordance herewith by providing Lender with copies of executed and approved, Loan Agreement, Promissory Note and proof of Trust Deed filed with the City of Tualatin Recorder. Thereafter, Borrower shall make a written Drawdown Request to the Lender. Drawdown Requests shall include copies of invoices for completed or work to be completed. Lender shall fund each Drawdown Request no later than thirty (30) days after receipt of a Drawdown Request; provided, however, that the maximum amount of drawdowns collectively under this Note is One Million Dollars (\$1,000,000.00).

3.4 **Payments.** Repayment Due on Sale or Transfer, as set forth below.

(a) Loan payments shall be made in accordance with the terms described in the Note.

(b) Any sale, transfer, conveyance, bequest or gift of the Property shall require written notification to Lender prior to closing and funding the transaction, at which time the Loan and any accrued interest will become immediately due and payable at Lender's sole option.

3.5 **Covenants of Borrower.** Borrower covenants as follows with respect to the construction of the Project, unless Lender has waived compliance in writing. Continuous and full compliance with each covenant below is a condition precedent to Lender's obligation to disburse loan funds:

(a) Each of Borrower's representations and warranties contained in the Loan Agreement and other Loan Documents are true and correct in all respects.

(b) No default has occurred or is continuing under this Loan Agreement or any other Loan Document, and no event shall have occurred that, with the giving of notice or passage of time or both, would constitute a default.

(c) Borrower has provided to Lender, at Borrower's expense, an extended lender's policy of title insurance insuring the lien of the Trust Deed, subject only to Permitted Exceptions (as defined in the Trust Deed).

(d) There has been no condemnation, casualty, or catastrophe affecting the security value of the Project that is not being remedied.

(e) Lender will receive copies of lien waivers, in form and substance reasonably satisfactory to Lender, from the general contractor and all subcontractors who worked on the Project indicating that they have been paid for all work performed, or the applicable construction lien period shall have expired (without any liens having been filed), or Borrower will obtain, at its option and expense, a title policy in a form acceptable to Lender, insuring the lien of the Trust Deed against all construction liens that have been or may be filed against the Project.

(f) A completion notice will be posted in accordance with ORS 87.045 and Lender may inspect (unless it waives inspection in its sole discretion) the Project to determine that it was completed in accordance with the Construction Documents and other applicable requirements.

(g) All governmental approvals, licenses, or permits necessary for the use and/or occupancy of the Project shall be obtained.

(h) Lender will receive from Borrower all required regulatory reporting forms as applicable to the Project in form and substance reasonably acceptable to Lender and such supporting documentation as Lender may request.

(i) Borrower has or will commence work within thirty (30) days after the date of this Loan Agreement, unless Lender consents in writing to a longer period. All work will be done under and in accordance with building and other applicable permits issued by the City of Tualatin.

(j) Borrower will comply at its sole cost with any applicable laws related to competitive bidding, payment of wages, and working conditions on the Project, and will indemnify and hold Lender harmless from any violations related to such laws.

(k) The Project will be constructed in a good, workmanlike, expeditious, and continuous manner. The Project shall be completed in accordance with the Construction Documents, as evidenced by the written certification of the Project design professional and contractor in form and substance satisfactory to Lender, no later than the end of the Construction Period.

(l) All Construction Documents will be approved by Lender in writing and shall not be modified subsequent thereto in any material respect without Lender's prior written approval, which shall not be unreasonably withheld, conditioned or delayed.

(m) Lender and its agents and representatives have the right at any reasonable time to inspect the Project, and inspect financial documentation pertaining to the Project to insure compliance with the terms of the Loan, and to verify that construction is progressing in compliance with the Lender-approved disbursement schedule; provided, however, such inspection by Lender is solely for the purpose of protecting Lender's rights and interests, and shall under no circumstances impose any liability on Lender or result in a waiver of any default of Borrower or be a representation that Borrower is or will be in compliance with the Construction Documents or other applicable laws or requirements.

(n) All funds disbursed hereunder will be used by Borrower for such purposes relating to construction of the Project as shown in Construction Documents. Borrower will not loan or otherwise make available all or any part of the Loan proceeds to any person or entity without the prior written consent of Lender.

(o) Borrower agrees to provide to Lender upon Lender's request supporting documentation of all costs incurred by Borrower on the Project whether or not such costs are paid from Loan proceeds.

(p) All contractors and subcontractors on the Project shall be registered and bonded in accordance with Oregon law and shall be licensed by the City of Tualatin for construction work. Borrower covenants that all necessary permits, operating and business licenses required by the City of Tualatin, State of Oregon, and all other government agencies have been issued and copies will be provided to Lender upon request.

(q) Borrower covenants that there has been no material change in the Project financing as described in Recital E.

(r) Borrower covenants that if Borrower intends to vacate the Property or Project, Borrower will provide at least 30 days advance written notice to Lender. Borrower will remain fully obligated to perform under the Loan Documents in the event it vacates the Property or Project, and Lender reserves all of its rights to ensure and compel Borrower's performance if Borrower vacates the Property or Project, unless Lender in its sole discretion consents otherwise in writing.

(s) Borrower agrees to meet all federal compliance and reporting requirements for the use of ARPA/SLFRF funds and agrees to provide Lender with documentation of Project as requested by Lender to meet federal ARPA/SLFRF requirements.

(t) Borrower shall enter into and record against the Property a 4% Low-Income Housing Tax Credit Reservation and Extended Use Agreement with the State of Oregon, acting by and through its Housing and Community Services Department (the "REUA"), and shall operate the Development in accordance with the same. For the term of the REUA, and in no event for a term of less than 20 years, Borrower shall rent the residential units as specified in the REUA. Borrower agrees to repay any loaned funds to the Lender at the time the project becomes non-compliant, after any permitted cure period, including if such project ceases to satisfy the requirements to be a qualified low-income housing project (as defined in 26.U.S. Code section 42(g)) or a qualified residential rental project (as defined in 26 U.S. Code section 42(d)), or if such project fails to comply with any of the requirements

of the extended low-income housing commitment that are described in section 26 US Code section 42(h)(6)(B)(i)-(iv).

(u) Borrower agrees, as a condition for accepting the Loan, to waive any right to request a qualified contract (as defined in section 26 U.S. Code section 42(h)(6)(F)).

4. COLLATERAL

4.1 **Trust Deed; Security Interest in Personal Property Collateral.** To secure Borrower's prompt payment and performance of its obligations under this Loan Agreement and Note, Borrower shall grant Lender a lien on the Property and all improvements now or hereafter existing on the Property (including the Project) and a continuing security interest in personal property now or hereafter located on, relating to, or used in connection with the Property or the Project, as and to the extent provided in the Trust Deed.

4.2 **Personal Property Lien Perfection.** Borrower agrees that Lender has the right to file UCC financing statements, instruments, and documents, and Borrower agrees to take such other action as may be required to perfect or to continue the perfection of Lender's security interest in the collateral described in the Trust Deed.

5. BORROWER'S REPRESENTATIONS AND WARRANTIES

Borrower represents and warrants to Lender as follows:

5.1 **Status.** Borrower is a limited partnership, duly organized and validly existing under the laws of the state of Oregon, that has the power and authority to enter into the Loan Documents.

5.2 **No Violations or Default.** Borrower is not in default under or in violation of any indenture or agreement to which it is a party or by which it is bound, or any order, regulation, ruling, or requirement of a court or other public body or authority. No creditor has given Borrower notice or threatened to give it any notice of default under any agreement or other obligation.

5.3 **Litigation.** No action, suit, investigation, or proceeding is pending against Borrower or with respect to the Project before any court or administrative agency, (a) the outcome of which, by itself or taken together with other such litigation, might have a material adverse effect on the business, assets, operations, or financial condition of Borrower, or (b) which purports to affect the legality, enforceability, or validity of any Loan Document.

5.4 **Tax Returns and Taxes.** All federal, state, and other tax returns of Borrower required by law to be filed have been filed. All other taxes applicable to Borrower, including real property taxes (to the extent not abated in accordance with applicable law), are current.

5.5 **Title to Collateral.** All the collateral described in the Trust Deed is owned by Borrower, and Borrower's interest in such collateral is free and clear of all liens and encumbrances of any kind except those approved in writing by Lender ("**Permitted Exceptions**").

5.6 **Compliance With Laws.** Borrower is in material compliance with all federal, state and local laws, rules, regulations, ordinances and orders applicable to it, the Property or the Project, and the operation thereof, including, without limitation, all applicable health and safety, environmental, and zoning laws.

5.7 **Financial Statements.** All financial statements delivered by Borrower to Lender will, as of the date thereof, be true, correct and complete, fairly represent the financial condition of the Project at the dates thereof; and be prepared in accordance with generally accepted accounting principles and practices in the United States, consistently applied. Since the date of the most recent financial statements delivered to Lender, there has been no material adverse change in the financial condition of Borrower or Project.

6. AFFIRMATIVE COVENANTS

At all times during the term of this Loan Agreement and until all amounts and obligations owing hereunder and under any other Loan Document shall have been paid and performed, Borrower covenants and agrees as follows:

6.1 **Licenses; Maintenance of Business.** Borrower will keep in force all licenses and permits necessary to the proper conduct of its ownership and operation of the Development.

6.2 **Performance of Obligations.** Borrower will pay all principal of and interest on the Loan in accordance with the terms of the Note and this Loan Agreement, and will pay when due all other amounts payable by Borrower hereunder or under any Loan Document, and will comply with all requirements of the Trust Deed.

6.3 **Compliance with Laws and Use Restrictions.** Borrower will comply with, or cause the Project to comply with, all laws, ordinances, statutes, rules, regulations, orders, injunctions, or decrees of any government agency or instrumentality applicable to Borrower, the Project, or the operation thereof, including (a) all applicable health and safety, environmental, and zoning laws, and (b) all restrictions on the use, occupancy or operation of the Project arising from the original source of the Loan proceeds or otherwise required by Lender.

6.4 **Other Obligations.** Borrower will pay, and discharge before the same shall become delinquent, all indebtedness, taxes, and other obligations for which it is liable or to which its income or property is subject and all claims for labor and materials or supplies which, if unpaid, might become by law a lien (other than a Permitted Exception) upon the collateral described in the Trust Deed, except any thereof whose validity or amount is being contested in good faith by Borrower in appropriate proceedings with adequate provision having been made in accordance with generally accepted accounting principles for the payment thereof if the contest is determined adversely to Borrower. If Borrower fails to discharge any such claim or lien, Lender may, in its sole discretion and without waiving the default, pay the same, which payment shall, at Lender's option, be added to the amount outstanding under the Note with interest.

6.5 **Indemnity.** Borrower shall indemnify and hold Lender, its employees and agents harmless from and against any and all liabilities, claims, losses, damages, or expenses (including attorney fees and title costs and expenses) which any of them may suffer or incur in connection with (a) the inaccuracy of any of the representations and warranties made in this Loan Agreement, (b) any transaction

contemplated by this Loan Agreement or any other Loan Document, and (c) the construction, or operation of the Project, except to the extent such liabilities, claims, losses, damages, or expenses arise solely from the gross negligence or willful misconduct of Lender.

6.6 **Financial Information.** Borrower shall provide to Lender periodic financial statements meeting the requirements of Section 5.7 and other reports as reasonably requested by Lender, including copies of federal and state tax returns.

6.7 **Additional Documents; Additional Acts.** From time to time, Borrower will execute and deliver all such information, documents, or instruments and perform all such other acts as Lender may reasonably request to carry out the transactions contemplated by the Loan Documents.

7. NEGATIVE COVENANTS

At all times during the term of this Loan Agreement and until all amounts and obligations owing hereunder and under any other Loan Document shall have been paid and performed in full, Borrower will not, directly or indirectly, without the prior written consent of Lender:

7.1 **Ownership/Change in Control.** Sell or transfer any beneficial interest in Borrower in violation of the terms of the Note, or change or permit a material change in Borrower's legal organizational structure, except as provided in Sections 8.5 and 8.6 of the Trust Deed.

7.2 **Sale or Merger.** Sell or transfer all or any part of the Property or Project in violation of the terms of the Note, or dissolve, liquidate, merge, reorganize, or consolidate.

7.3 **Indebtedness.** Except as specifically contemplated in this Loan Agreement or agreed to in writing by the Lender, incur any new indebtedness in addition to the Loan or indebtedness upon Property secured by Permitted Exceptions.

7.4 **Liens.** Create, assume, or suffer to exist any lien or charge of any kind, direct or indirect, upon any of the Property or the Project, except for Permitted Exceptions and liens in favor of Lender, and liens that have been bonded against pursuant to Oregon law.

8. EVENTS OF DEFAULT

Any of the following shall be an event of default (“**Event of Default**”) under this Loan Agreement:

8.1 **Failure to Pay Obligations Under Note and Trust Deed When Due.** Borrower fails to pay any sum due under the Note within fifteen (15) days after the date it is due, or fails to pay any other amount required to be paid by Borrower pursuant to the Trust Deed or the Loan Documents (including, without limitation, taxes, assessments, insurance and any other payment necessary to prevent filing or imposition of any liens) within fifteen (15) days after written notice of nonpayment from Lender specifying the default.

8.2 **Failure to Comply with Covenants.** Borrower fails to perform or abide by any other covenant in this Loan Agreement or in the Loan Documents and such failure, to the extent curable, is

not cured within thirty (30) days after written notice from Lender specifying the default or, if such breach cannot with due diligence be cured within such period, if Borrower shall fail within such thirty (30) day period to commence cure of the failure and thereafter diligently prosecute to completion such cure (which cure in any event shall occur within sixty (60) days after the default notice).

8.3 Failure to Obtain Lender's Consent to Transaction. Borrower engages in a sale, transfer or assignment, or uses Loan proceeds, in violation of the terms of the Note, the Trust Deed, or the Loan Documents, or changes the use of the Property or Project without Lender's prior written consent.

8.4 Failure to Comply. Borrower defaults under the Note, this Loan Agreement, the Trust Deed, or the Loan Documents and fails to cure the default within the applicable cure period, if any, set forth therein.

8.5 Failure to Pay General Debts When Due.

(a) Borrower or any guarantor of the Loan (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all or a substantial part of its property, (ii) admits in writing its inability to pay, or generally is not paying, its debts as they become due, (iii) makes a general assignment for the benefit of creditors, (iv) commences a voluntary action under the United States Bankruptcy Code (as now or hereafter in effect), (v) is adjudicated a bankrupt or insolvent, (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or adjustment of debts, (vii) fails to controvert in a timely or appropriate manner, or acquiesces or consents in writing to, any petition filed against it, in an involuntary action under the United States Bankruptcy Code, or (viii) takes any action or consents to any action for the purpose of effecting any of the foregoing.

(b) (i) A proceeding or case is commenced against Borrower, without its consent, in any court of competent jurisdiction, seeking the liquidation, reorganization, dissolution, windup, or composition or readjustment of the debts of Borrower, (ii) a receiver, trustee, custodian, liquidator, or the like is appointed for Borrower or for all or a substantial part of its assets, or (iii) relief is granted to Borrower under any law relating to bankruptcy, insolvency, reorganization, winding up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or (iv) an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for any period of sixty (60) days, or an order for relief against Borrower is entered in an involuntary case under the United States Bankruptcy Code.

8.6 Failure to Disclose Material Facts. Borrower fails to disclose any fact material to the making of any loan to Borrower, or upon discovery by Lender of any misrepresentation by, or on behalf of, or for the benefit of Borrower.

8.7 Default Under Other Loans. Borrower defaults under any other loan (including any construction, permanent, or bond financing) secured in whole or in part by the Property, including any loan secured by a Permitted Exception, and fails to cure such default within any applicable cure period set forth in the loan documents relating to such loan. If Borrower cures a default under any other loan, that cure shall constitute a cure under the Trust Deed, the Note, or the Loan Documents, provided Borrower is not in default of any other provision of the Trust Deed, the Note, or the Loan Documents.

8.8 **Discontinued Construction.** Construction on the Project is discontinued or prohibited for at least 30 consecutive days, or the Project is abandoned.

8.9 **Failure to Diligently Pursue the Project.** Borrower fails to diligently pursue the Project during the Construction Period. Borrower agrees to complete the Project by December 31, 2025.

9. RIGHTS AND REMEDIES ON DEFAULT

Upon the occurrence of an Event of Default and at any time thereafter, Trustee or Lender may, at its option, exercise any one or more of the following rights and remedies:

9.1 **Acceleration.** Lender may declare the entire remaining unpaid balance of principal and unpaid accrued interest and other charges payable by Borrower pursuant to the Note or any other Loan Document, to be immediately due and payable in full.

9.2 **Foreclosure.** Lender shall have the right to foreclose by notice and sale, or Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with applicable law. In any judicial foreclosure, Lender shall be entitled to obtain a deficiency judgment for any amount by which the amount of the obligations secured hereby exceeds the sale proceeds.

9.3 **Waiver of Rights.** Notwithstanding Section 9.2, Lender shall have the right, at its sole option, to waive its rights under the Trust Deed and pursue an independent action upon the Note. The Note, Trust Deed, and other Loan Documents are separate and distinct instruments separately or collectively enforceable in accordance with their terms.

9.4 **Rights and Remedies.** Lender shall have any other right or remedy provided in the Trust Deed, the Note, the Loan Documents, or any other instrument delivered by Borrower in connection therewith, or available at law, in equity, or otherwise in such order and manner as it may select.

9.5 **Uniform Commercial Code.** Lender shall have all rights and remedies under the Oregon Uniform Commercial Code, as amended from time to time. Lender shall give Borrower reasonable notice of the time and place of any public sale of any personal property or of the time after which any private sale or any other intended disposition of personal property collateral is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

9.6 **Exercising Rights and Remedies.** In exercising its rights and remedies, Lender may cause all or any part of the Property to be sold as a whole or in parcels, and certain portions of the Property may be sold without selling other portions. Lender may bid at any public sale on all or any portion of the Property. A waiver by either party of a breach of a provision of the Trust Deed shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. An election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and all remedies of Lender under the Trust Deed are cumulative and not exclusive. An election to make expenditures or take action to perform an obligation of Borrower shall not affect Lender's right to declare a default and exercise its remedies under the Trust Deed. Lender shall have any other right or remedy provided in the Note, the Loan Documents, or any other instrument delivered by Borrower in connection therewith, or any remedy available at law, in equity, or otherwise in such order and manner as it may elect.

9.7 **Foreclosure of Lessee's Rights - Subordination.** Lender shall have the right, at its option, to foreclose the Trust Deed subject to the rights of any lessee(s) of the Property. Lender's failure to foreclose against any lessee shall not be asserted as a claim against Lender or as a defense against any claim by Lender in any action or proceeding. Lender, at any time, may subordinate the Trust Deed to any or all of the lessees, except that Lender shall retain its priority claim to any condemnation or insurance proceeds.

9.8 **Repairs During Redemption.** In the event of a judicial foreclosure, the purchaser during any redemption period may make such repairs and alterations to the Property as may be reasonably necessary for the proper operation, care, preservation, protection and insuring of the Property. Any sums so paid, together with interest from the date of the expenditure at the rate provided in the judgment shall be added to the amount required to be paid for redemption of the Property.

9.9 **Event of Foreclosure.** In the event of any judicial or nonjudicial foreclosure sale, Lender in its discretion may use a single notice covering both real estate and personal property, designate the order of sale, and may elect to sell the real estate and personal property as an integrated unit or separately. Any person permitted by law to do so may purchase at any sale.

9.10 **Proceeds of Sale.** Subject to the provisions of applicable law, the proceeds of any sale under the Trust Deed will be applied first to payment of costs and expenses, then to payment of security protection advances, then to payment of the other secured obligations (which includes any applicable prepayment premium or fee) in any order that Lender chooses, and then to any other person or persons who may establish to the satisfaction of Lender that they are legally entitled to it.

9.11 **Borrower's Waiver of Rights Upon Sale.** Borrower waives all rights to direct the order and/or combinations in which any of the collateral will be sold, and also any right to have any of the collateral marshaled upon any sale. Borrower acknowledges that there is no fiduciary relationship between Borrower and Lender.

9.12 **During Construction.**

(a) Lender shall have the right to take over and cause the Project to be completed and, for that purpose, make disbursements from any undisbursed Loan funds. Any contract entered into or indebtedness incurred on the exercise of such right may be exercised by Lender in the name of Borrower, and Lender is hereby irrevocably appointed attorney-in-fact (the appointment being coupled with an interest) to enter into the contract, incur such obligations, enforce contracts or loan agreements theretofore made by or on behalf of Borrower, and to do any and all things necessary or proper to complete the work of construction, including the signing of Borrower's name to such contracts and documents as may be deemed necessary by counsel for Lender. In no event shall Lender be required to use its own funds to complete the Project if undisbursed Loan funds are insufficient, but Lender may, at its option, advance such funds. Any funds so advanced shall be payable to Lender by Borrower on demand together with interest thereon at the Default Rate under the Note and shall be secured by the Trust Deed.

(b) Lender shall have the right to suspend or terminate its obligation to make further disbursement of Loan proceeds, consistent with this Agreement.

9.14 **Interest on Default.** Upon the occurrence of any Event of Default, interest under the Note shall accrue on the unpaid principal balance from the date of the Event of Default, or if the Event of Default is a payment default, from the date the first unpaid payment was due, at a rate (the “**Default Rate**”) equal to twelve percent (12%) per annum until paid in full. Lender may charge interest at the Default Rate starting when Lender gives notice of the default to Borrower and continuing until the default is cured or the Note is paid in full or discharged through foreclosure against the collateral and applicable redemption rights have expired.

9.15 **Rights and Remedies Cumulative.** All rights and remedies described in Section 9 are nonexclusive, cumulative and in addition to any other remedy Lender may have by agreement, at law, or in equity. Partial exercise of any right or remedy shall not limit or restrict Lender’s subsequent exercise of such right or remedy nor shall it restrict Lender’s contemporaneous or subsequent exercise of any other right or remedy.

9.16 **No Waiver.** No failure or delay of Lender in exercising any right hereunder shall operate as a waiver of that right or any other right. No modification or waiver of any provision of the Trust Deed or any other Loan Document shall be effective unless in writing, and signed by Lender, and then only in specific instance and for the purpose given. No notice or demand on Borrower shall entitle Borrower to any other notice or demand in other similar circumstances.

9.17 **Payment of Costs of Collection.** In the event of a default or commencement of litigation to enforce or construe any term of the Trust Deed, the Note, or any other Loan Document, the losing party will pay to the prevailing party such amounts as shall be sufficient to cover the cost and expense of collection or enforcement, including, without limitation, reasonable attorney fees and costs prior to and at any arbitration proceeding or at trial, on appeal, or in any bankruptcy proceeding.

10. MISCELLANEOUS

10.1 **Nonrecourse Provision.** The obligations under the Note, including the obligations secured by the Trust Deed, are without recourse to Borrower, and any of its partners or members.

10.2 **Counterparts.** This Loan Agreement may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all the parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.

10.3 **Survival.** All agreements, representations, and warranties shall survive the execution and delivery of this Loan Agreement, any investigation at any time made by Lender or on its behalf, the making of the Loan, and the delivery of the Trust Deed and Note.

10.4 **Notice.** Any notice required or permitted under this Loan Agreement shall be in writing and shall be deemed effective (a) when actually delivered in person, (b) one business day after deposit with a commercial courier service for "next day" delivery, (c) two business days after having been deposited in the United States mail as certified or registered mail, or (d) when transmitted by facsimile (answer back or receipt confirmed), addressed to the parties as follows:

If to Borrower: CPAH Plambeck Limited Partnership
c/o Community Partners for Affordable Housing
P. O. Box 23206
Tigard, OR 97281-3206

cc: Wincopin Circle LLLP
c/o Enterprise Community Asset Management, Inc.
70 Corporate Center
11000 Broken Land Parkway, Suite 700
Columbia, Maryland 21044
Telephone: (410) 964-0552
Facsimile: (410) 772-2630
Attention: Asset Management

With a copy to:
Kenneth S. Gross, Esq.
Gallagher Evelius & Jones LLP
218 North Charles Street, Suite 400
Baltimore, Maryland 21201
Telephone: (410) 727-7702
Facsimile: (410) 468-2786

If to Lender: City of Tualatin
Attn: City Manager
18880 Martinazzi Ave.
Tualatin, OR 97062-7092

10.5 Successors and Assigns. This Loan Agreement shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns. Notwithstanding the foregoing, in the event the Senior Lender acquires title to the Property or Project through foreclosure, or deed in lieu of foreclosure, neither the Senior Lender nor any subsequent purchaser of the Property or Project following such foreclosure, or deed in lieu of foreclosure, shall be deemed a “successor or assign” of Borrower.

10.6 Governing Law. This Loan Agreement and the other Loan Documents shall be governed by and construed under Oregon law, without respect to conflict of laws principles.

10.7 Assignment. Borrower may not assign this Loan Agreement without the prior written consent of Lender, which Lender may withhold in its sole discretion.

10.8 Modification; Entire Agreement Loan Agreement Controlling; Headings. This Loan Agreement may not be modified or amended except by an instrument in writing signed by Borrower and Lender. This Loan Agreement, taken together with the other Loan Documents and the Commitment Letter, reflects and sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings relating to such subject

matter. The headings in this Loan Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms hereof.

10.9 **Validity; Severability.** If any provision of this Loan Agreement is held to be invalid, such event shall not affect, in any respect whatsoever, the validity of the remainder of this Loan Agreement, and the remainder shall be construed without the invalid provision so as to carry out the intent of the parties to the extent possible without the invalid provision.

10.10 **Exhibits.** Any exhibits attached to this Loan Agreement and referred to herein are incorporated in this Loan Agreement as if they were fully set forth in the text hereof.

10.11 **Time of Essence.** Time is of the essence of this Loan Agreement and each of the Loan Documents.

10.12 **No Third-Party Beneficiaries.** This Agreement does not confer and is not intended to confer any rights, obligations or remedies upon any person other than Lender and Borrower.

10.13 **Lender's Consent.** Throughout the Loan Documents, a reference to Lender's (or City's) ability to consent to an act or request means at Lender's reasonable discretion.

10.14 **Partner Cure.** Lender agrees to accept a cure of any event of default by any partner of Borrower as if it were offered by Grantor itself.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Loan Agreement to be executed by their duly authorized representatives as of the date first above written.

BORROWER:

CPAH PLAMBECK LIMITED PARTNERSHIP, an Oregon limited partnership

By: CPAH Plambeck GP, LLC, its general partner

By: Community Partners for Affordable Housing,
its sole member

By: _____
Rachael Duke, Executive Director

LENDER:

CITY OF TUALATIN, a municipal corporation of the State of Oregon,

By: _____
**Sherilyn Lombos, City Manager,
City of TUALATIN**

Date: _____

List of Exhibits: On File with the City of Tualatin

Exhibit A Technical Memorandum

Exhibit B Promissory Note

Exhibit C Trust Deed

DRAFT



City of Tualatin

CITY OF TUALATIN Staff Report

TO: Honorable Mayor and Members of the City Council
THROUGH: Sherilyn Lombos, City Manager
FROM: Don Hudson, Assistant City Manager/Finance Director
DATE: April 10, 2023

SUBJECT:

Consideration of Resolution No. **5684-23**, A Resolution Approving a Loan Agreement with CPAH Plambeck Limited Partnership.

RECOMMENDATION:

Staff recommends approval of the attached Resolution.

EXECUTIVE SUMMARY:

CPAH Plambeck Limited Partnership (Borrower) is developing a 116-unit multi-family affordable housing development known as Plambeck Garden Apartments. As part of the conditional approval of Borrower's development application, they are required to construct a 12-inch diameter water main to the public water system (Project).

The City has previously agreed to contribute up to \$1,000,000 of the City's American Rescue Plan Act (ARPA) funding towards this Project. The Borrower has requested that the funds be made in the form of a loan that can be forgiven, at the sole discretion of the City, if requested by the Borrower. Other terms of the loan can be found in the Loan Agreement, which is Exhibit A to the attached resolution. The Loan Agreement has additional documents associated with it including a Trust Deed and a Promissory Note. The loan complies with eligibility requirements for use of ARPA funds for affordable housing.

OUTCOMES OF DECISION:

Adoption of Resolution No. 5684-23 approves the Loan Agreement with CPAH Plambeck Limited Partnership and gives the City Manager, or designee, the authority to sign the agreement.

FINANCIAL IMPLICATIONS:

Approves up to \$1,000,000 of ARPA funds, which is budgeted in the American Rescue Plan Act Fund for Fiscal Year 2022-2023

ATTACHMENTS:

- Resolution 5684-23
- Exhibit A, Loan Agreement



2022 ANNUAL REPORT

Tualatin Library Advisory Committee

1. BACKGROUND

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

Members of the TLAC during 2022 include Alan Feinstein, Dana Paulino (Chair), Ashley Payne (Vice Chair), Thea Wood, and Marcus Young. Former members included Katherine Kang (teen representative), who resigned in October 2022, and Nicholas Schiller, who resigned in December 2022. Dawnell Meyer and Satvika Vadapu (teen representative) joined the committee in February 2023.

2. ROLES OF THE COMMITTEE

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

3. ACTIONS AND ACCOMPLISHMENTS IN SUPPORT OF ROLES IN 2022

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

1. Committee members considered & provided recommendations on operational policies, including Library Rules, Community Room Policy, Technology Policy, and American Library Association Code of Ethics.
2. TLAC discussed and provided comments to Library management regarding library operations, the student card project, makerspace programs and services, library programs and marketing, patron privacy, intellectual freedom, library user survey, Summer Reading, library facilities, Oregon Public Library Standards, library budget, and library utilization trends. Committee members shared their perspective as citizens and library users, providing input representing our diverse community.

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

1. TLAC members had extensive engagement in the process to update the Library strategic plan, including development of new strategic priorities and an action plan for 2022-23. The plan comprises these strategic priorities:
 - a. Foster Community Connection
 - b. Nurture Learning & Exploration
 - c. Promote Discovery & Access
 - d. Support Community Inclusion

Highlighted strategic accomplishments over the past year include:

- a. 96% of survey respondents rated customer service at Tualatin Library as good to excellent.
 - b. 94% agreed or strongly agreed that Tualatin Library is a welcoming place.
 - c. Distributed more than 1,700 student library cards to Tualatin students, in partnership with Tigard-Tualatin School District.
 - d. Expanded programming in the makerspace, including adding makerspace open labs, monthly themed projects, citizen science projects, and a repair fair.
 - e. Launched a pilot volunteer-led homework help program at Bridgeport Elementary to help young learners.
 - f. Expanded the Library of Things collection to include board games for all ages.
2. TLAC received presentations from library partners and recommended activities to strengthen these partnerships. Presentations included:
 - a. Teen Library Committee
 - b. Parks & Recreation Department
 - c. Tualatin Historical Society
 - d. Tualatin Library Foundation
 - e. Friends of Tualatin Library

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

1. TLAC holds open meetings and members of the public are invited to attend. No formal complaints were brought before the committee in 2022.
2. TLAC members review comment cards received by the City regarding the Library each month and provide feedback on the topics raised.

4. ACTION PLAN FOR 2023

A. LONG-RANGE PLANNING

TLAC will remain actively involved in providing resident feedback on implementation of the Library's strategic plan and the development of an updated action plan.

B. MARKETING PLAN

TLAC will support implementation of the Library's marketing plan to promote Library programs and services, providing input on effectiveness and methods used.

C. REVIEW OPERATIONAL POLICIES

TLAC will continue to be actively involved and educated in the operations and roles of the Library. TLAC will provide resident feedback as Library management reviews and updates operational policies, including an update to the Collection Development Policy.

D. ADVANCE COUNCIL VISION

TLAC will support social equity and inclusion within Library programs and services, providing the opportunity to create a meaningful quality of life for community members.

cc: Tualatin Library Advisory Committee (TLAC)



Tualatin Library Advisory Committee

TLAC 2022 Annual Report

Committee Members



Front Row:

Dawnell Meyer

Thea Wood

Alan Feinstein

Marcus Young

Back Row:

Satvika Vadapu, Student Rep

Dana Paulino, Chair

Ashley Payne, Vice-Chair

Consult with Library Director on matters affecting Library operational policy

- Provided recommendations on policies: Library Rules, Community Room, Technology, American Library Association Code of Ethics
- Contributed comments about: student card project, Makerspace programs & services, marketing, patron privacy, intellectual freedom, user survey, facility improvements, utilization trends



Recommendations on Library improvements

Engagement in strategic plan update:

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

Presentations from Library partners:

- Teen Library Committee
- Parks & Recreation
- Tualatin Historical Society
- Friends of Tualatin Library
- Tualatin Library Foundation



Recommendations on Library improvements



Highlighted strategic accomplishments:

- 96% rated customer service as good to excellent
- 94% agreed Tualatin Library is a welcoming place
- Distributed 1,700+ student library cards
- Expanded makerspace programming
- Launched pilot volunteer-led homework help program
- Expanded Library of Things collection to include board games

Hear & consider complaints



2023 Action Plan

- Assist with long-range planning
- Support marketing plan implementation
- Review operational policies
- Advance Council vision





City of Tualatin

CITY OF TUALATIN Staff Report

TO: Honorable Mayor and Members of the City Council
THROUGH: Sherilyn Lombos, City Manager
FROM: Don Hudson, Assistant City Manager/Finance Director
DATE: April 10, 2023

SUBJECT:
Washington County Center for Addictions Triage and Treatment

EXECUTIVE SUMMARY:

The Center for Addictions Triage and Treatment (CATT) is a project Washington County staff have been working on to increase substance use disorder treatment options in our community. The project began in 2019 with extensive planning and community engagement. The project is now in the implementation phase with sites secured, architects completing design work and general contractor selection in process. Staff from the Behavioral Health Division at the County will provide an overview of the project including information about the planned services, location, funding and project timeline. The presenters will be available to answer any questions the Council may have.



Center for Addictions Triage and Treatment (CATT)

**Nick Ocon, Behavioral Health Division
Manager**

Kristin Burke, Project Manager

| April 2023

Department of Health and
Human Services

www.co.washington.or.us



Today's Presentation

Project Overview

History

Planned Services

Design

Project Funding



**Center for Addictions
Triage and Treatment**
Washington County

CATT Concept:

A center for treatment and support that offers rapid access to multiple types of substance use treatment. Services will include:

- Sobering
- Withdrawal management (detox)
- Residential treatment
- Transition supports
- Assessment and triage
- Co-located services





Community Need

- Lack of services locally
 - No sobering
 - No publicly funded withdrawal management
 - Few residential beds
- Impact:
 - Contributing factor for homelessness
 - People end up receiving services in emergency departments or the jail
 - Significant issue for law enforcement
- Community Feedback:
 - Project needed, lots of excitement



Who will be served?

- Adults 18 and older who have problem substance use
- People who have:
 - Medicaid/OHP
 - Uninsured individuals
 - Commercial insurance
- People will not be turned away based on coverage/ability to pay
- Services are voluntary



→ Project history

- Work began in July 2019
- Over 230 contributors, many with lived experience
- Feasibility study completed, which included:
 - Service description
 - Size estimates
 - Preliminary cost analysis
 - Emphasis on cultural responsiveness
- In July 2021 the study was adopted by the County Commissioners
- In February 2022 Commissioners approved site options

→ Split Campus Approach

Intensive Services Building:
17911 NW Evergreen Place,
Beaverton



Community Services Building:
5250 NE Elam Young Pkwy,
Hillsboro





Intensive Services Building

At this location:

- Sobering (16 beds)
- Withdrawal Management (16 beds)
- Transitional Supports (6 beds)
- Residential Treatment (48 beds)

Building is currently ~24,000 sq ft, will be expanded to ~38,000 sq ft

Renovation estimate: \$25.9 million

Services provided by CODA



Evergreen Building Design



Sobering and
detox entry

Courtyard
between
buildings

Residential
entrance



Community Services Building

At this location:

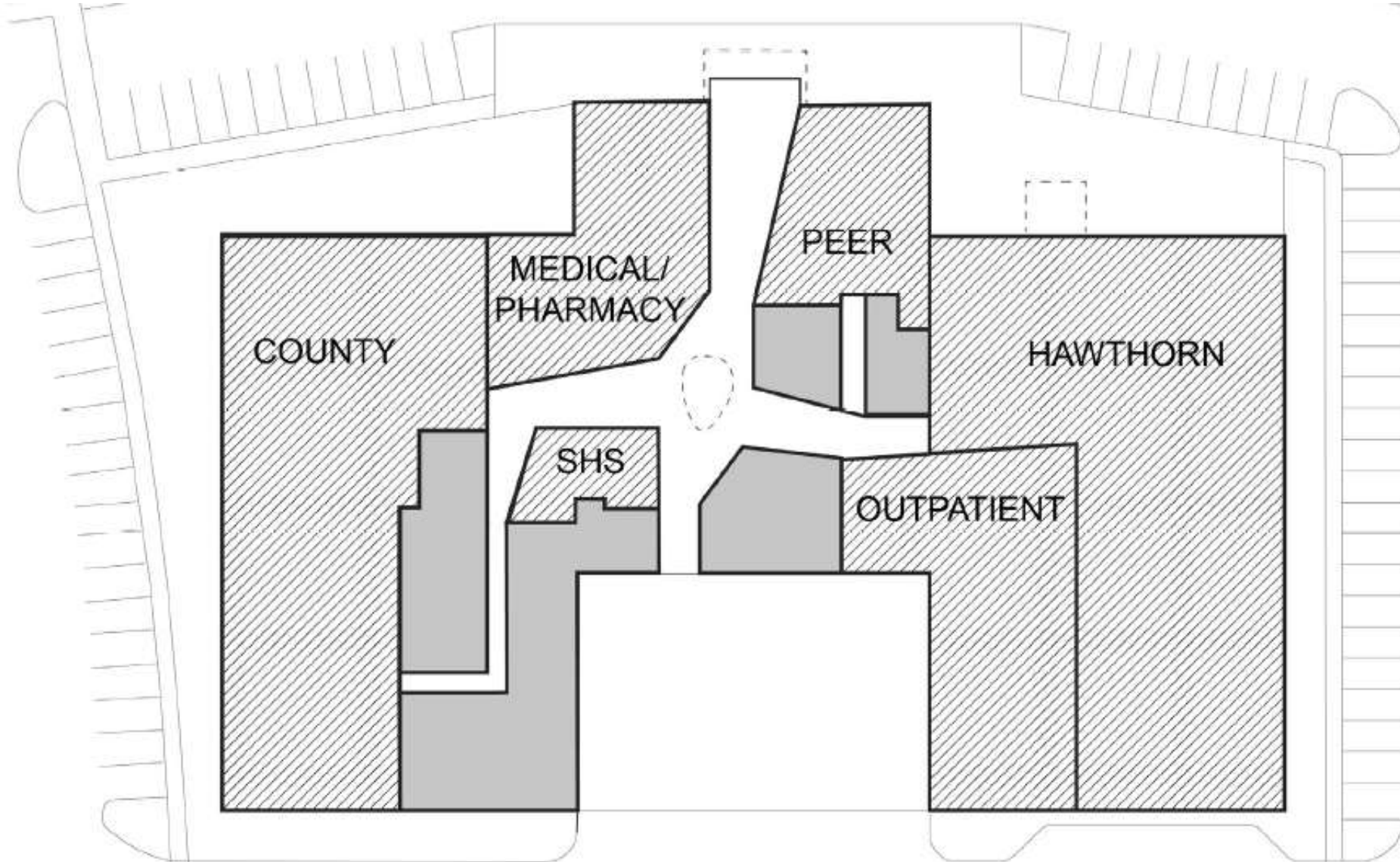
- Latinx Outpatient Services
- Housing access/navigators
- Peer Supports
- Crisis Services (Hawthorn)
- County Behavioral Health Staff
- Health Services

Purchase on 10/17/2022 for \$8,275,000

Renovation estimate: \$21.8 million



→ Elam Young Building Design





Elam Young Building Design



→ Elam Young Interior



Medical and
Pharmacy

Peer
Services

Outpatient
Services

Wash. County &
Conference Rooms



Financial: Capital

- Original estimate in feasibility study (May 2021): \$62-72 million
- Revised estimate after preliminary space planning (January 2022): \$41.5 million
- Current estimate following schematic design (December 2022): \$67 million

NEW Target Budget: \$60,000,000



Financial Update: Capital

| Source | Amount |
|-------------------------|---------------------|
| BH Reserve Funds | \$17,830,282 |
| Hawthorn Reserves | \$ 7,567,565 |
| Opioid Settlement | \$ 8,776,773 |
| Residential Grant Funds | \$ 2,300,000 |
| Measure 110 | \$ 5,129,277 |
| CareOregon/HSO Grant | \$ 7,600,000 |
| Health Care Grants | \$ 1,000,000 |
| Interest Earned | \$ 1,000,000 |
| Total | \$51,203,897 |
| GAP | \$ 8,796,103 |

GOAL: \$60,000,000





Financial Strategy: Capital

Possible funds:

- Additional grants from health care organizations
- Measure 110 grant extension
- State opioid settlement grant

Options at the direction of the Board:

- Federal earmark request
- State legislative request

Last resort:

- Financing against future opioid settlement revenue



Financial Update: Services

Clinical Services:

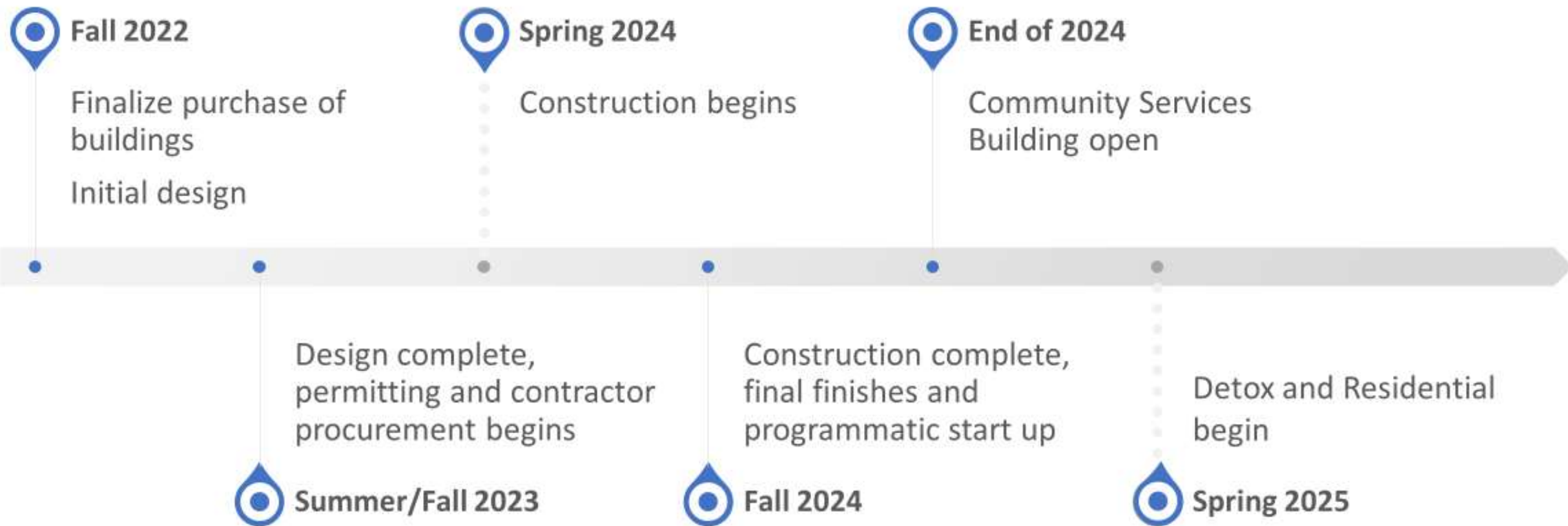
- Supported through providers billing insurance and Medicaid
- State general funds to supports indigent individuals
- All services fully covered *except* sobering and peer drop-in program

Maintenance:

- Covered through leases with providers
- Plan to use opioid settlement dollars to subsidize lease rates
- Verizon cell tower onsite at the Evergreen Building also provides revenue

Five-year strategy developed with CFO to ensure program viability

→ Estimated Timeline





Questions?

CATT General email box:

CATT@washingtonty.gov

Visit our website:
wcor.us/recovery



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
Jerianne Thompson, Library Director and Equity & Inclusion Officer

DATE: April 10, 2023

SUBJECT:

Consideration of Ordinance 1473-23, an Ordinance Creating the Tualatin Inclusion, Diversity, Equity, and Access (I.D.E.A.) Advisory Committee, and Defining Its Scope of Authority, Duties, Membership.

EXECUTIVE SUMMARY:

Ordinance 1473-23 would establish the I.D.E.A. Advisory Committee, empowering it to help the City of Tualatin build and strengthen relationships with the community as well as lower barriers to public participation in City government.

BACKGROUND:

On March 13, 2023, City staff presented Ordinance 1473-23, to create the Tualatin I.D.E.A. Advisory Committee. At that meeting, the Council held a first and second reading of the ordinance (by title only). Since the vote to adopt the ordinance was not unanimous, it must come back to Council for a third reading and adoption vote. Attachment A includes public comments received after the March 13 meeting.

ATTACHMENTS:

- Ordinance 1473-23
- Attachment A

CITY OF TUALATIN
ORDINANCE NO. 1473-23

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.

- (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

Jerianne Thompson

From: Sherilyn Lombos
Sent: Wednesday, March 15, 2023 4:50 PM
To: Nicole J. Morris; Betsy Ruef; Jerianne Thompson
Subject: FW:

From: Renee Sanchez <reneesanchezward@yahoo.com>
Sent: Wednesday, March 15, 2023 3:54 PM
To: Council <council@tualatin.gov>
Subject:

Mayor Bubinek and Council:

Please accept this letter as my support for the adoption of the proposed Inclusion, Diversity, Equity, and Access (IDEA) committee (ordinance 1473-23) as originally recommended on Monday, March 13, 2023 and again considered on April 10, 2023.

The formation of this committee has been a community and council supported effort since July 2021. In the nearly two years since the original idea for this committee, the council, city staff, and community have worked diligently, thoroughly, and inclusively to create a structure for this committee so that it can meet its stated objective to: "build and strengthen relationships with the community as well as lower the barrier to public participation in City government."

As an almost 15 year member of our community, I am eager to see this committee's formation come to fruition. Specifically, I would like to see this committee focus on delivering play to all, and establish best practices for business to drive a diverse workforce.

Sincerely,
Renee Sanchez

Jerianne Thompson

From: Sherilyn Lombos
Sent: Thursday, March 16, 2023 9:03 AM
To: Terri Aldridge; Council
Cc: Nicole J. Morris; Betsy Ruef; Jerianne Thompson
Subject: RE: I.D.E.A.

From: Terri Aldridge <tmaldridge76@gmail.com>
Sent: Wednesday, March 15, 2023 8:40 PM
To: Council <council@tualatin.gov>
Subject: I.D.E.A.

Mayor Bubinek and Council:

Please accept this letter as my support for the adoption of the proposed Inclusion, Diversity, Equity, and Access (IDEA) committee ([ordinance 1473-23](#)) as originally recommended on Monday, March 13, 2023 and again considered on April 10, 2023.

The formation of this committee has been a community and council supported effort since July 2021. In the nearly two years since the original idea for this committee, the council and community has worked diligently, thoroughly, and inclusively to create a structure for this committee so that it can meet its stated objective to: "build and strengthen relationships with the community as well as lower the barrier to public participation in City government."

As a 13.5 year member of our community, I am eager to see this committee's formation come to fruition. Specifically, I would like to see this committee: I am the mother of an LGBTQ child.

Sincerely,

Theresa Aldridge

Sent from my iPhone

Jerianne Thompson

From: Sherilyn Lombos
Sent: Tuesday, March 28, 2023 11:06 AM
To: Betsy Ruef
Cc: Jerianne Thompson
Subject: FW: In support of the Diversity, Equity, and Access (IDEA) committee (ordinance 1473-23)

Sherilyn Lombos
Tualatin City Manager
Desk: 503.691.3010 | Mobile: 971.998.4127

-----Original Message-----

From: Wendy Niculescu <wendyniculescu@gmail.com>
Sent: Tuesday, March 28, 2023 10:58 AM
To: Council <council@tualatin.gov>
Subject: In support of the Diversity, Equity, and Access (IDEA) committee (ordinance 1473-23)

Mayor Bubinek & Council:

Please accept this letter as my support for the adoption of the proposed Inclusion, Diversity, Equity, and Access (IDEA) committee (ordinance 1473-23) as originally recommended on Monday, March 13, 2023 and again considered on April 10, 2023.

The formation of this committee has been a community and council supported effort since July 2021. In the nearly two years since the original idea for this committee, the council, city staff, and community have worked diligently, thoroughly, and inclusively to create a structure for this committee so that it can meet its stated objective to: "build and strengthen relationships with the community as well as lower the barrier to public participation in City government."

As a resident and engaged member of our community since April 2020, I am eager to see this committee's formation come to fruition.

Specifically, I would like to see this committee provide diverse voices and perspectives to our elected officials to ensure housing, education and transportation policies and activities are informed by the range of values our community holds. I hope that you will approve the adoption of the committee and make way for more community participation in City government.

Sincerely,
Wendy Gragg Niculescu
5170 SW Malsam Ct

Jerianne Thompson

From: Sherilyn Lombos
Sent: Sunday, April 2, 2023 6:34 PM
To: Betsy Ruef; Jerianne Thompson; Megan George
Subject: FW: Adoption of 1473-23: Creating the IDEA advisory committee

Here's another email for inclusion into the packet.

Sherilyn Lombos

Tualatin City Manager
Desk: 503.691.3010 | Mobile: 971.998.4127

From: Shannon Huggins <shuggins6@gmail.com>
Sent: Sunday, April 02, 2023 12:45 PM
To: Council <council@tualatin.gov>
Subject: Adoption of 1473-23: Creating the IDEA advisory committee

Dear Mayor Bubinek and Tualatin City Councilors --

I am writing to express my support for adoption of the proposed Inclusion, Diversity, Equity and Access (IDEA) committee (ordinance 1473-23) as originally recommended on Monday, March 13, 2023. I understand it will be considered again on April 10, 2023. As a member of the Diversity, Equity and Inclusion Steering Committee for the City of Tualatin, I was surprised and disappointed to hear Councilor Gonzalez vote against adopting our recommendation for the creation of the IDEA committee during the March 13th City Council meeting.

I was honored to serve on a large, diverse, passionate and committed steering committee for nearly a year; we even added an extra meeting because we wanted to get our recommendation to City Council right. Each steering committee member applied to participate with the purpose of co-creating a recommendation for the assembly of a committee that would represent people of various backgrounds and help them feel welcome and supported to perform to the fullest of their abilities as they live or work in Tualatin. We reviewed DEI committee structures from various cities in Washington County, heard from the folks who helped form them about best practices and things to avoid. As we began forming our recommendations for the IDEA committee, we didn't always agree with each other on things which led to respectful and meaningful discussions and resulted in what I believe is a very sound recommendation for the Tualatin City Council.

This experience was quite a commitment and I believe reflected an extremely thoughtful and inclusive product, and it felt dismissive to hear Councilor Gonzalez vote against our recommendation. I hope that the City Council will choose to adopt the ordinance on Monday, April 10th. I will be there to hear the discussion.

Thank you,
Shannon Huggins

--

--Shannon