



## TUALATIN CITY COUNCIL MEETING

**MONDAY, MARCH 25, 2024**

**TUALATIN CITY SERVICES  
10699 SW HERMAN ROAD  
TUALATIN, OR 97062**

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

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

For those wishing to provide comment during the meeting, there is one opportunity on the agenda: Public Comment. Written statements may be sent in advance of the meeting to Deputy City Recorder Nicole Morris up until 4:30 pm on Monday, March 25. These statements will be included in the official meeting record, but not read during the meeting.

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

Phone: +1 669 900 6833

Meeting ID: 861 2129 3664

Password: 18880

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

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### Work Session

- 1. 5:00 p.m. (45 min) – Regional Tolling Survey Results.** In February, DHM Research conducted a survey of Portland Metro region voters regarding tolling in the region. The survey was conducted to gauge public opinion about congestion and road quality in the Portland metro region, assess general awareness of tolling and its purpose, assess awareness and support of current ODOT tolling plans, and gauge interest in alternative methods to fund transportation. Representatives from DHM will provide Council with an overview of the survey results.
- 2. 5:45 p.m. (15 min) – Council Chambers Technology Upgrade Completion.** Over the past 16 months, the City has collaborated with Tualatin Valley Community Television (TVCTV) and the Metro Area Communications Commission (MACC) to enhance the audio, video, streaming, and overall production quality of council meetings. The final outcome of these efforts is a significantly improved, multi-camera production experience for the public,

facilitating remote access for public engagement. Staff will highlight the work done and the results.

- 3. 6:00 p.m. (30 min) – 2024 City Council Advance Summary Report.** The Council and Executive Management Team gathered on January 26 & 27, 2024 for the annual City Council Advance. Tonight's discussion will include a summary of the work of the two days and a review of the 2024 Council Priorities and Outcomes.
  - 4. 6:30 p.m. (30 min) – Council Meeting Agenda Review, Communications & Roundtable.** Council will review the agenda for the March 25 City Council meeting and brief the Council on issues of mutual interest.
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## **7:00 P.M. CITY COUNCIL MEETING**

### **Call to Order**

### **Pledge of Allegiance**

### **Announcements**

- 1.** Arbor Month Presentation, Proclamation and Youth Recognition
- 2.** Proclamation Declaring April 2024 as Parkinson's Awareness Month
- 3.** Proclamation Declaring April 2024 as Community Development Month
- 4.** Proclamation Declaring April 7-13, 2024, as National Library Week
- 5.** New Employee Introduction- Utility Technician II Abdirizak Abdirizak

### **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 February 26, 2024
- 2.** Consideration of Approval of a New Liquor License Application for Sushi Toro
- 3.** Consideration of Approval of Late Liquor License Renewals for 2024
- 4.** Consideration of **Resolution No. 5761-24** Authorizing Modifications to the Employment Agreement with the City Manager

5. Consideration of **Resolution 5762-24** Accepting Grant Funds from the Department of Land Conservation and Development and Appropriating Special Purpose Revenues in the City's Road Operating Fund

## **Special Reports**

1. Outside Agency Grant Awardee- Community Action Organization
2. Tualatin Library Advisory Committee Annual Report

## **General Business**

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

1. Consideration of **Resolution No. 5760-24** Authorizing the City Manager to Execute a Water Sales Agreement with the City of Portland
2. Consideration of **Resolution No. 5763-24** Authorizing the City Manager to Sign an Intergovernmental Agreement with Washington County, and the Cities of Tigard, and Sherwood Related to Funding for a Homeless Services System City Liaison and Homeless Services Capital Projects
3. Consideration of Recommendations from the Council Committee on Advisory Appointments

## **Items Removed from Consent Agenda**

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

## **Council Communications**

## **Adjournment**

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

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

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



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

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

**THROUGH:** Sherilyn Lombos, City Manager

**FROM:** Cody Field, Management Analyst II

**DATE:** March 25, 2024

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**SUBJECT:**  
DHM Regional Tolling Survey Results

**EXECUTIVE SUMMARY:**

In February, DHM Research conducted a survey of Portland Metro region voters regarding tolling in the region. The survey was conducted to gauge public opinion about congestion and road quality in the Portland metro region, assess general awareness of tolling and its purpose, assess awareness and support of current ODOT tolling plans, and gauge interest in alternative methods to fund transportation.

DHM prepared a report for the cities of West Linn, Tualatin, and Wilsonville, and the United Food & Commercial Workers Local 555. Representatives from DHM will provide Council with an overview of the survey results.

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**ATTACHMENTS:**

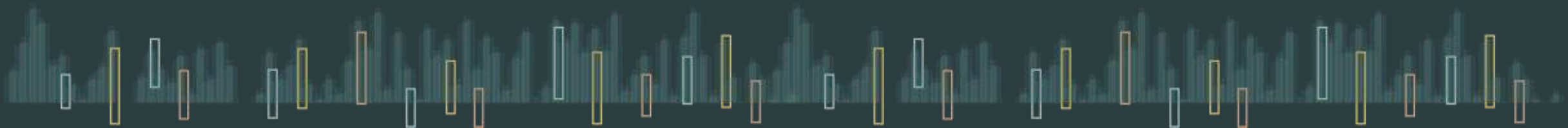
- Regional Tolling Survey PowerPoint Presentation



# Regional Tolling Survey

February 2024

Prepared for the cities of West Linn, Tualatin, and Wilsonville, the United Food & Commercial Workers Local 555, and the Stafford Hamlet

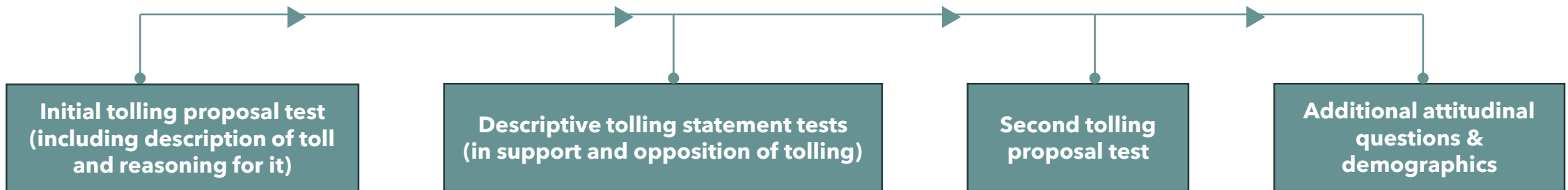


# Research Purpose

- Prepared for the cities of West Linn, Tualatin, and Wilsonville, and the United Food & Commercial Workers Local 555, and the Stafford Hamlet
- Gauge public opinion about congestion and road quality in the Portland metro region
- Assess general awareness of tolling and its purpose
- Assess awareness and support of current ODOT tolling plans (Regional Mobility Pricing Project and the I-205 & Abernethy Bridge Project)
- Gauge interest in alternative methods to fund transportation

# Methodology

- Hybrid (phone and text-to-online) survey of N=600 Portland metro region voters (Multnomah, Washington, and Clackamas counties)
- Conducted February 7-13, 2024; 14 minutes to complete
- Quotas were set by age, gender, race, education, income, county, and political party affiliation to ensure a representative sample
- Margin of error  $\pm 4.0\%$
- Due to rounding, some totals may differ by  $\pm 1$  from the sum of separate responses.
- ODOT's tolling proposals were tested twice to understand how voter opinions differ after learning more information. **Respondents followed the subsequent flow through the survey:**



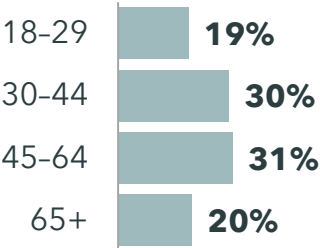
# Who we heard from



# Demographic breakdown of survey respondents

N=600 Tri-County Voters

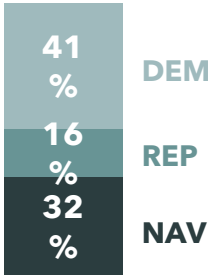
## AGE



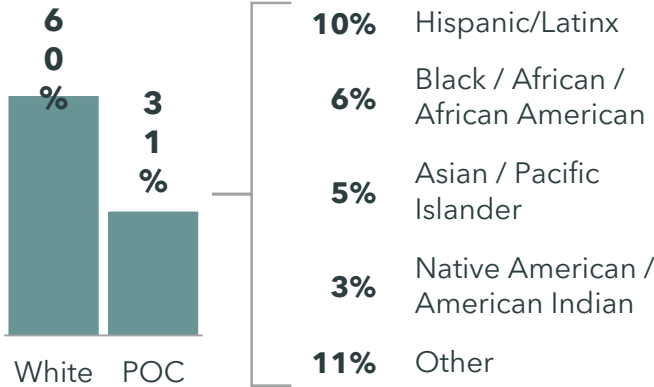
## GENDER



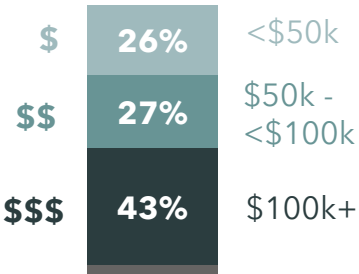
## PARTY



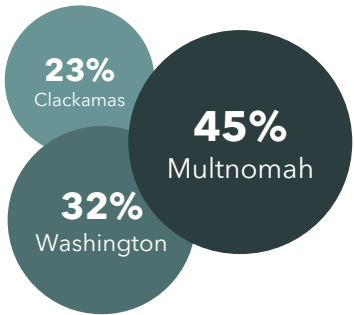
## RACE / ETHNICITY



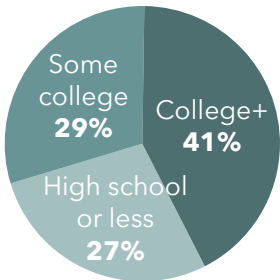
## INCOME



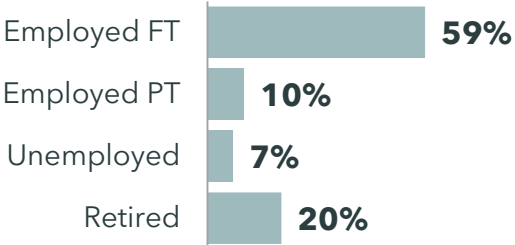
## COUNTY



## EDUCATION

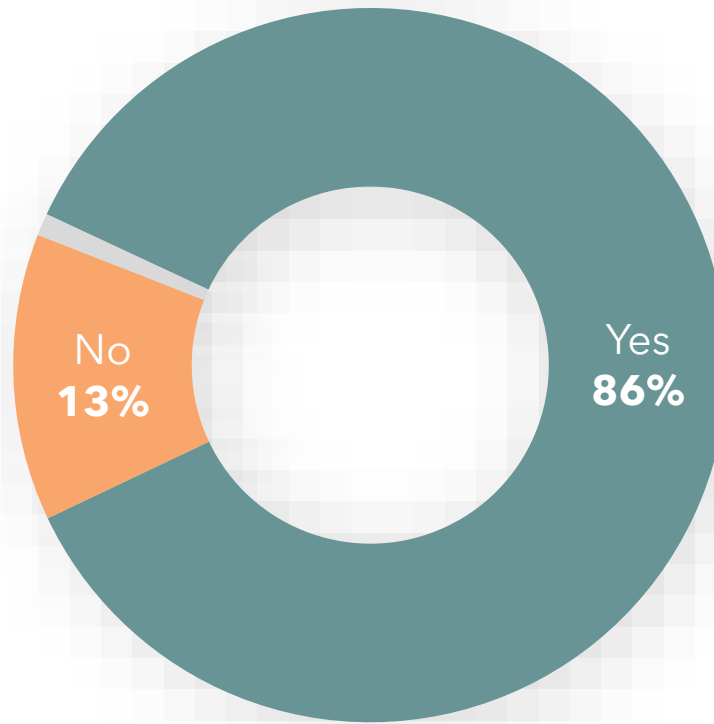


## EMPLOYMENT STATUS

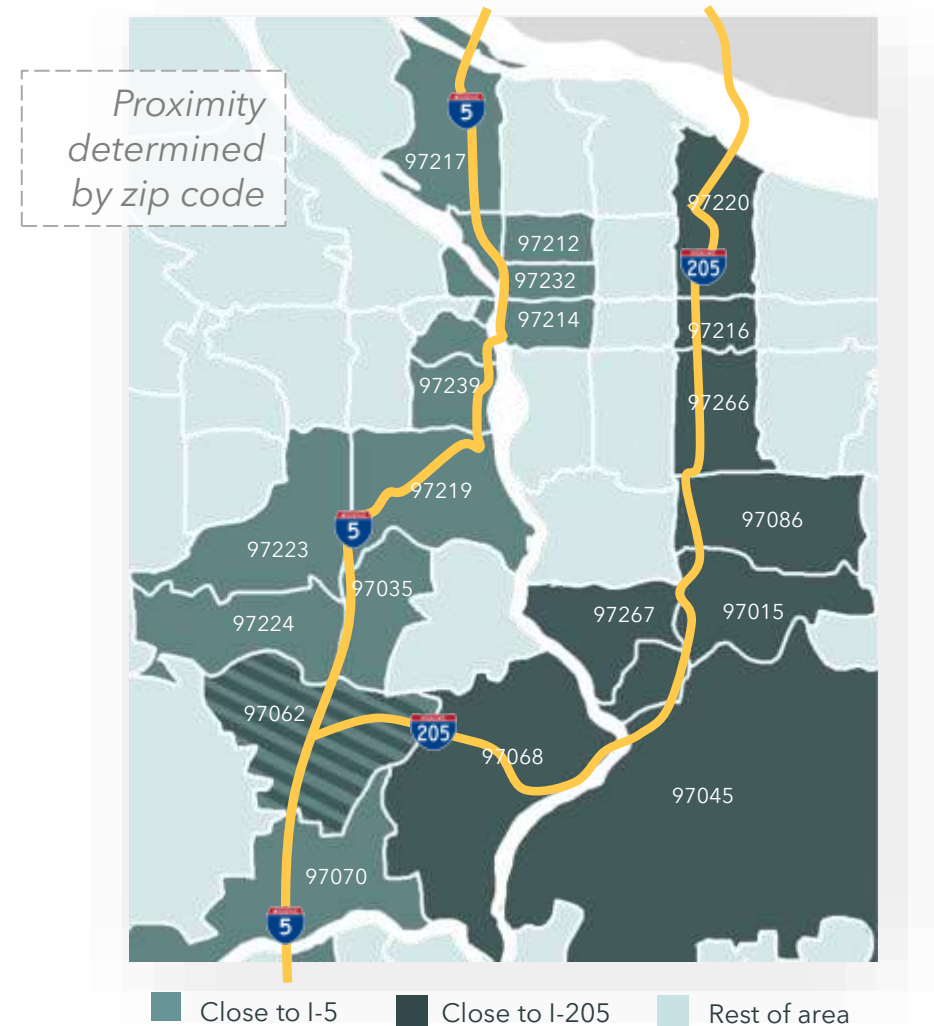
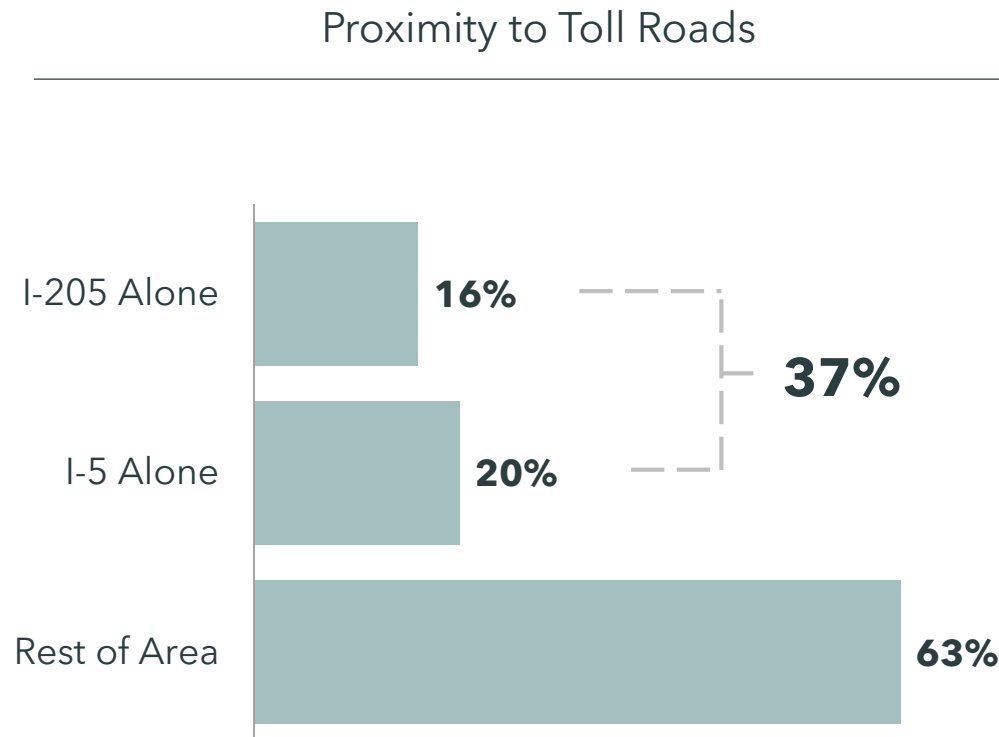


# Approximately 9 in 10 voters in the Portland metro region own or lease a vehicle.

Do you own or lease a vehicle?

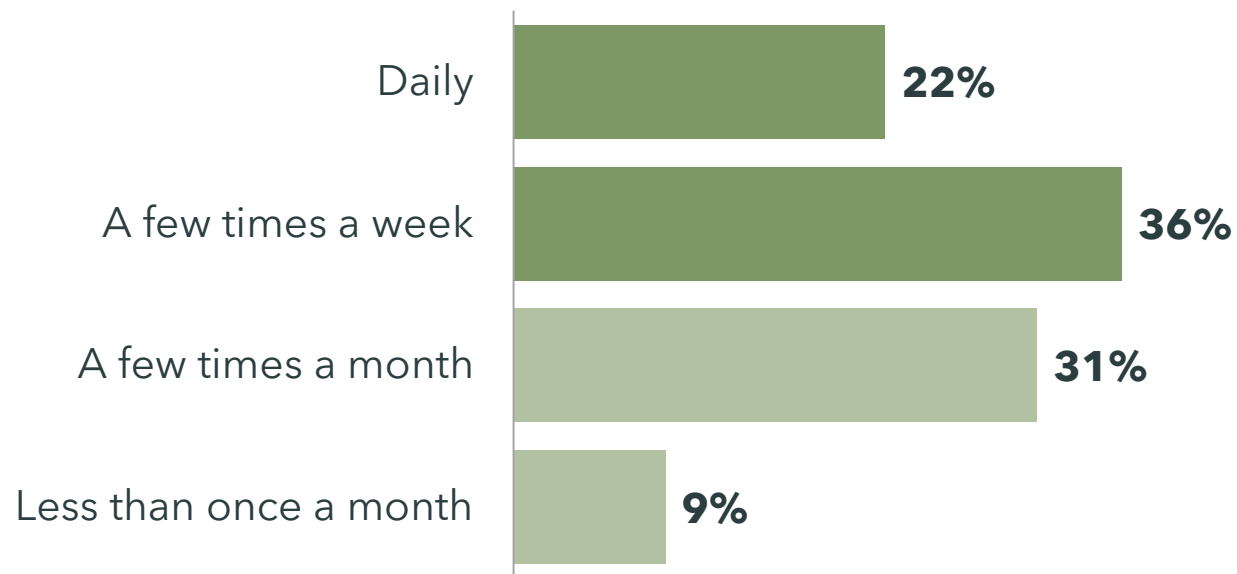


# Approximately 2 in 5 voters in the Portland metro region live near at least one proposed toll road.



Over half of voters drive on either I-5 or I-205 a few times a week or more—with approximately 1 in 4 using the highways daily.

How often do you drive on I-5 and I-205 within the Portland metro region?

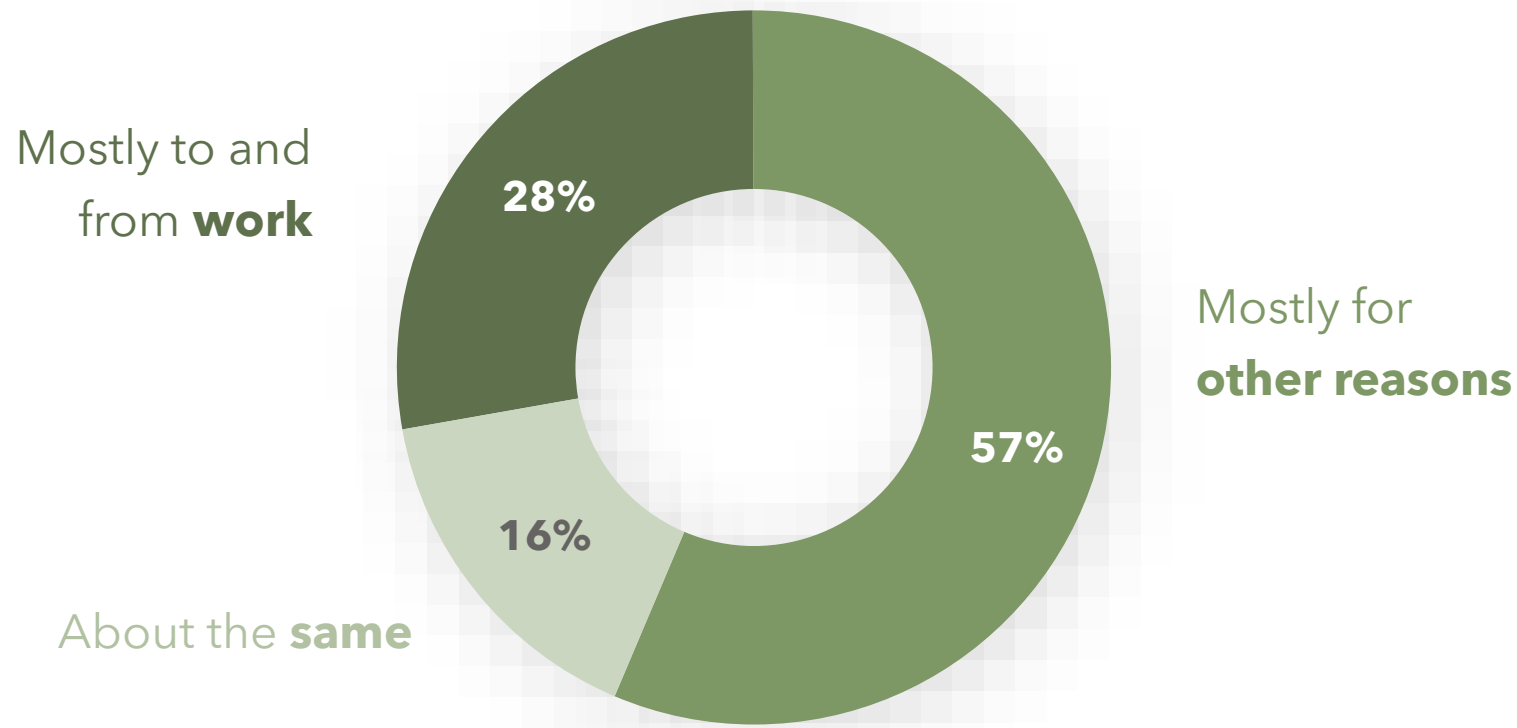


**58%**

Drive on I-5 and I-205  
a **few times a week**  
**or more**

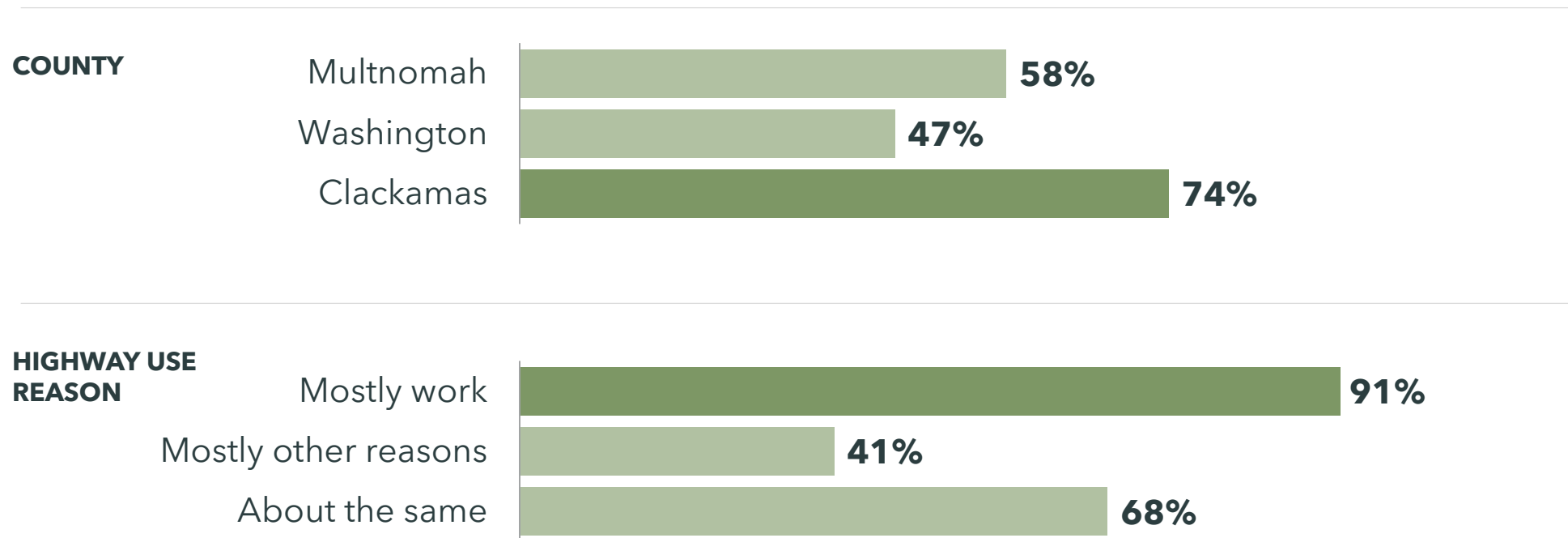
# Of those who use the highways, voters are more likely to be using them for reasons other than commuting to work.

When you drive on I-5 and I-205, is it mostly to commute to and from work, mostly for other reasons, or about the same? (n=591)



# Those from Clackamas County and those commuting to work drive on I-5 and I-205 with the highest frequency.

% total those who drive on I-5 and I-205 **a few times a week or more**



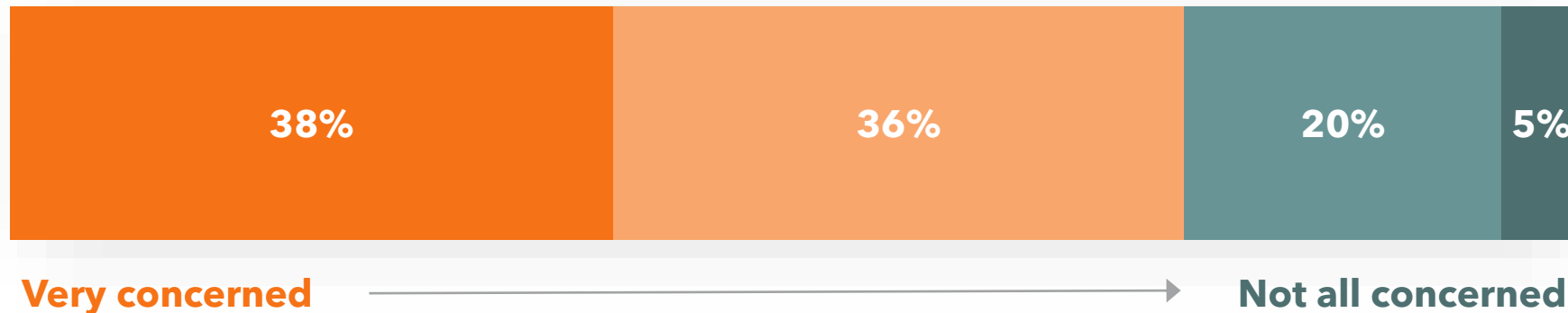
# Transportation Attitudes



The quality of major roads and highways is concerning to 3 in 4 voters in the Portland metro region.

74%

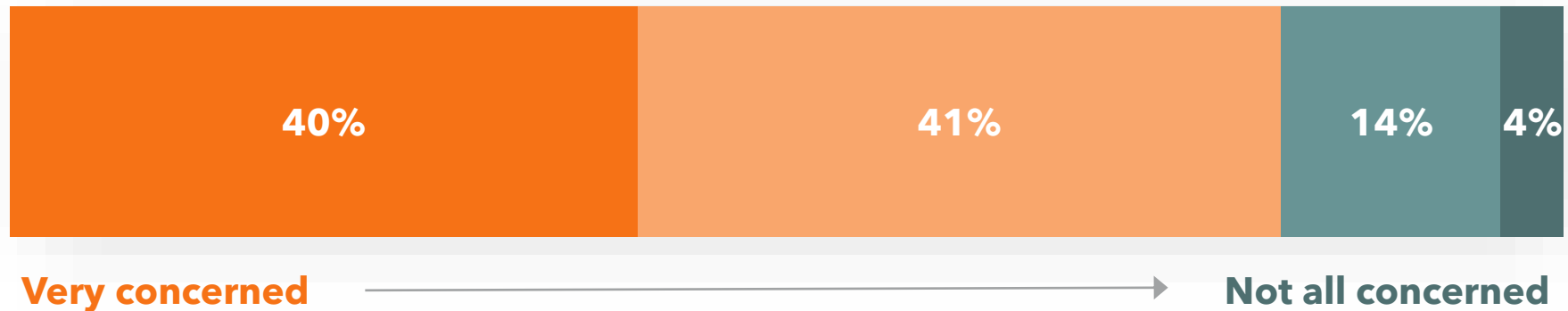
Are **very/somewhat** concerned about the **quality of major roads and highways** in the Portland metro region.



Additionally, traffic congestion on major roads and highways is of high concern for most voters.

81%

Are **very/somewhat** concerned about the **traffic congestion on major roads and highways** in the Portland metro region.



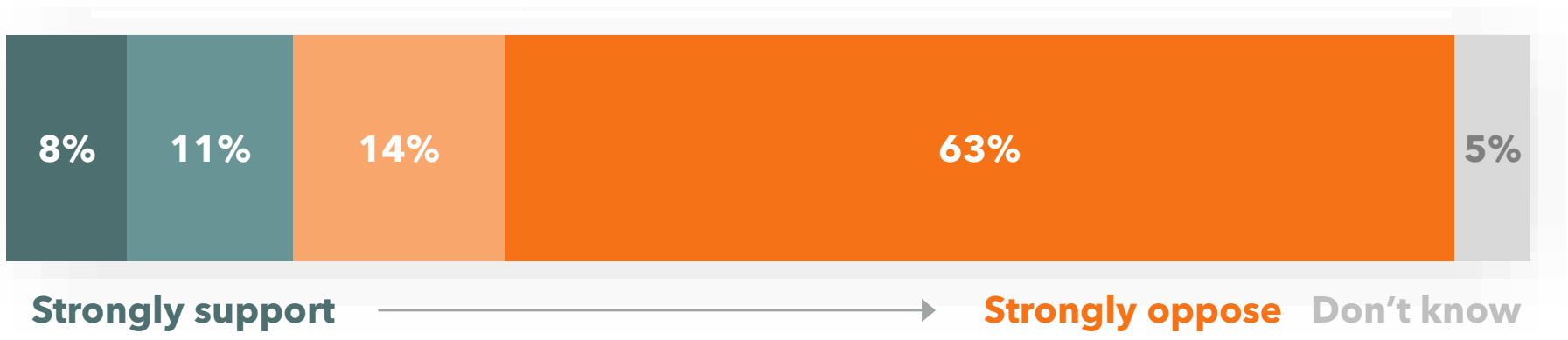
# General Tolling Attitudes



Over 3 in 4 Portland metro region voters are opposed to tolls—with nearly two-thirds being strongly opposed.

76%

Are generally **very/somewhat** **opposed** to tolls in the Portland metro region.



# Clackamas County voters, those making less than \$100k/year, and Republicans and non-affiliated voters are more likely to oppose tolling than their counterparts.

Total general opposition to tolls by:



# Proximity to I-205 and frequency of road use correlates with opposition to tolls in the region, but opposition remains high across geographies and driving behaviors.

Total general opposition to tolls by:

## PROXIMITY TO TOLL ROADS



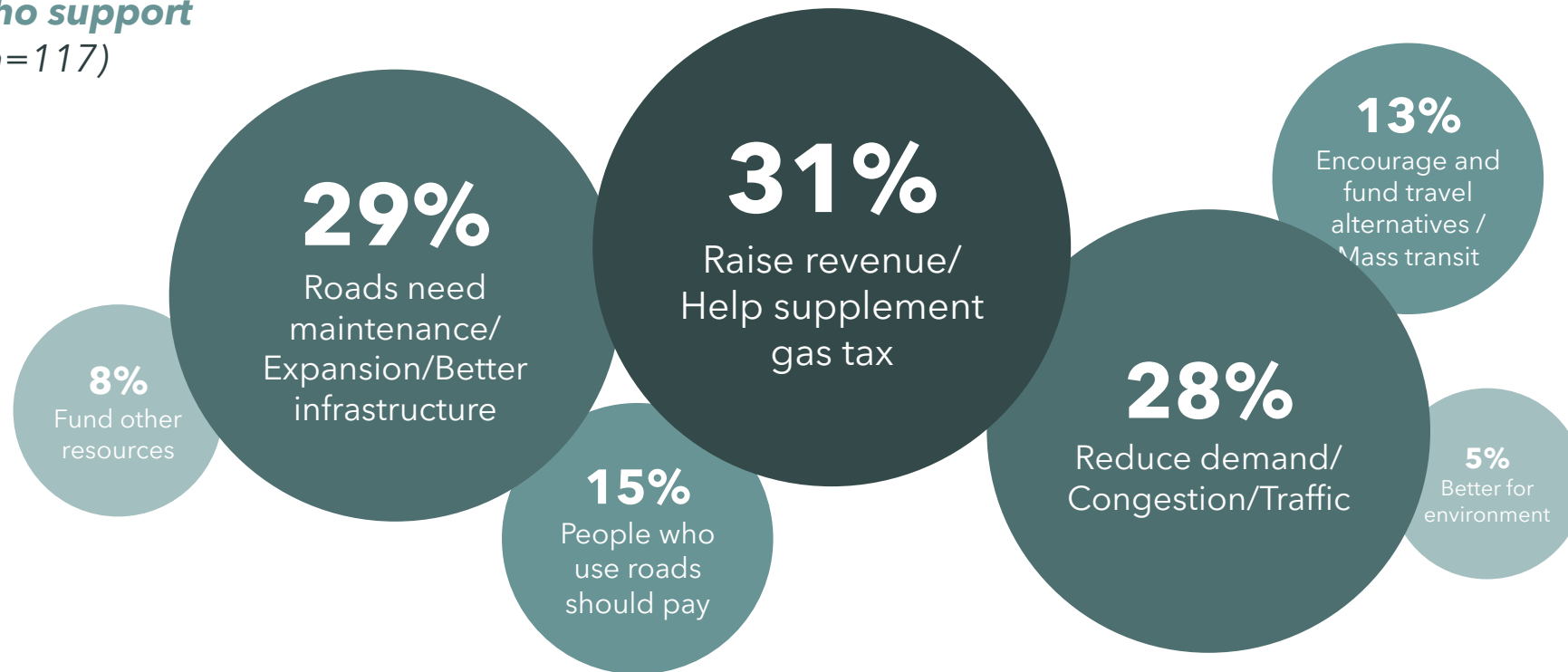
## HIGHWAY USE FREQUENCY



# Supporters of tolling identify needing to increase revenue, better road maintenance, and decrease congestion as core reasons they support tolling.

Why do you support using tolls in the Portland metro area?

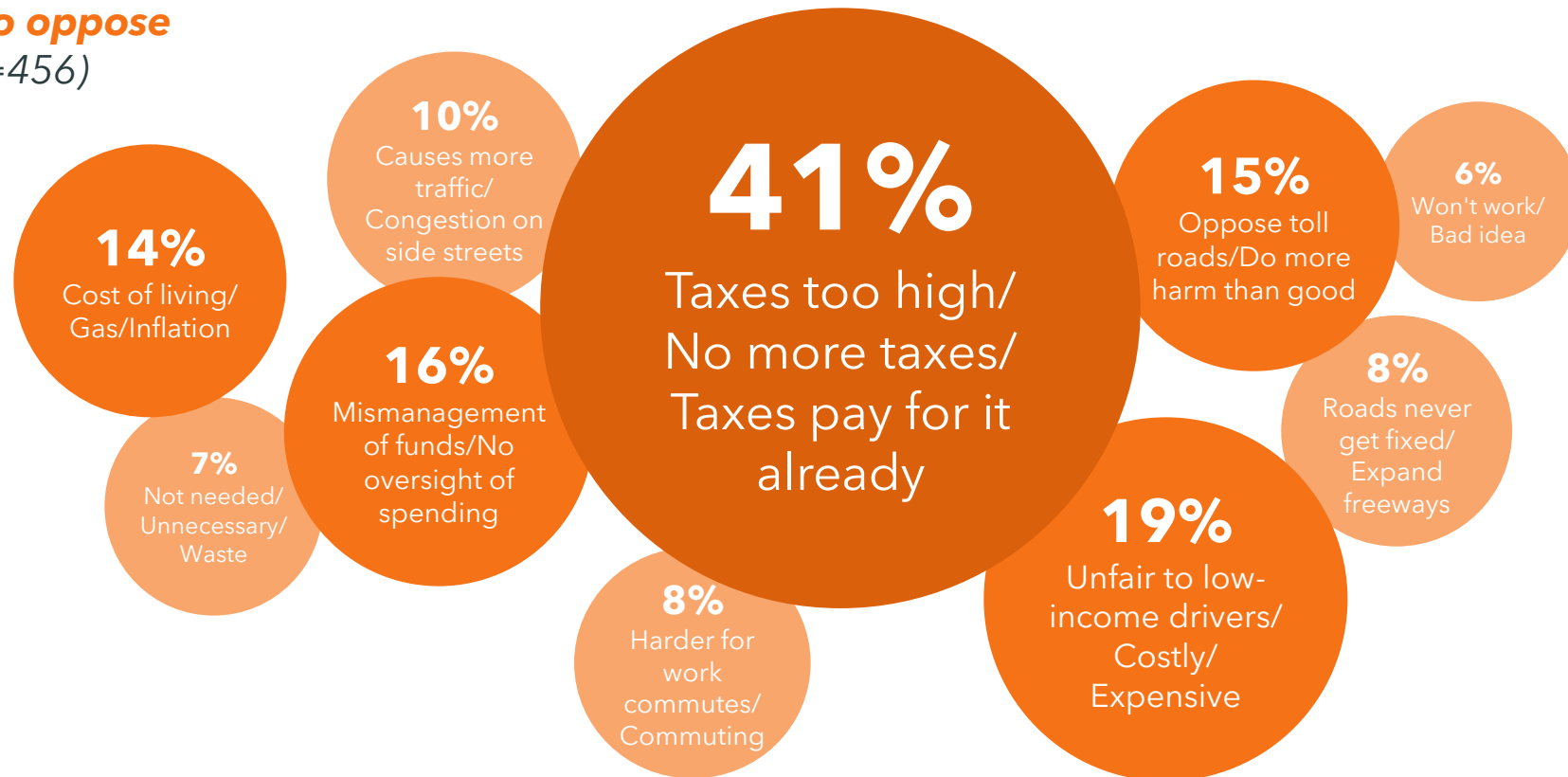
*Those who support  
tolling (n=117)*



# Voters oppose tolling because they feel overtaxed and believe their current taxes already fund transportation infrastructure.

Why do you oppose using tolls in the Portland metro area?

**Those who oppose  
tolling** (n=456)

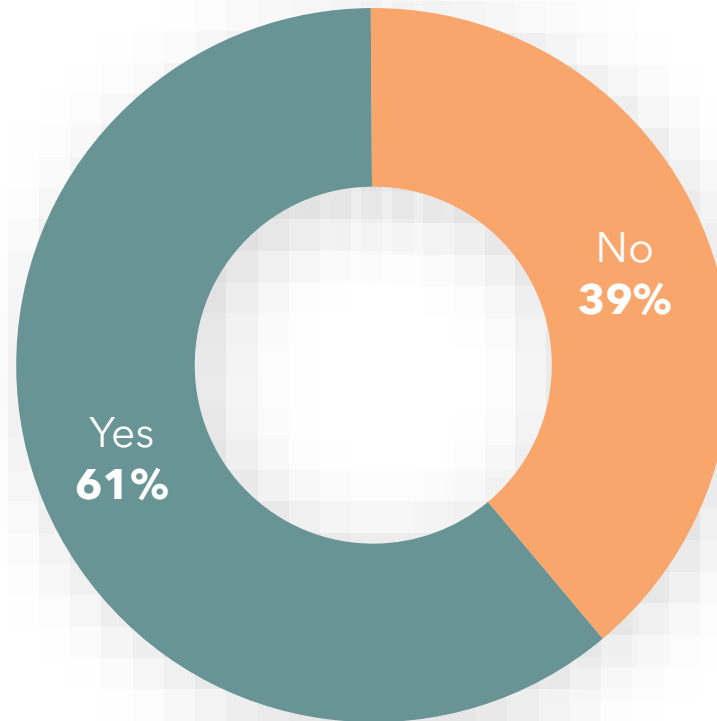


# ODOT Tolling Proposals



# Most Portland metro region voters are aware of ODOT's tolling proposals to some extent.

Have you heard or read anything about ODOT's tolling proposals in the Portland metro region?

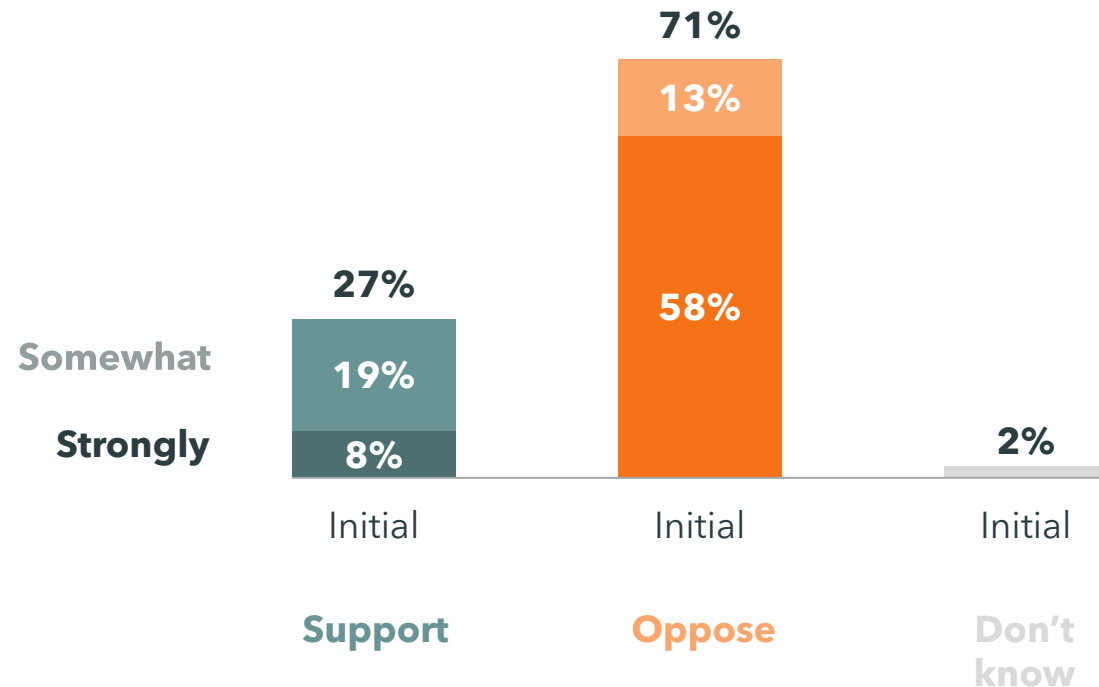


# 71% of voters in the region oppose the RMPP, with more than half expressing strong opposition.

The **Regional Mobility Pricing Project** would toll all lanes of I-5 and I-205 in the Portland metro region. Tolls would be higher during the busiest times. ODOT estimates that drivers would save 5-10 minutes in travel time on I-5 and 3-5 minutes on I-205, when driving these roads across the entire length of the region.

The revenue from the tolls would fund the maintenance and improvements of the existing roads. They would not fund adding lanes or building new roads. ODOT has not set the rate for the tolls yet. There are plans to implement discounts on tolls for low-income drivers.

Do you support or oppose the Regional Mobility Pricing Project?

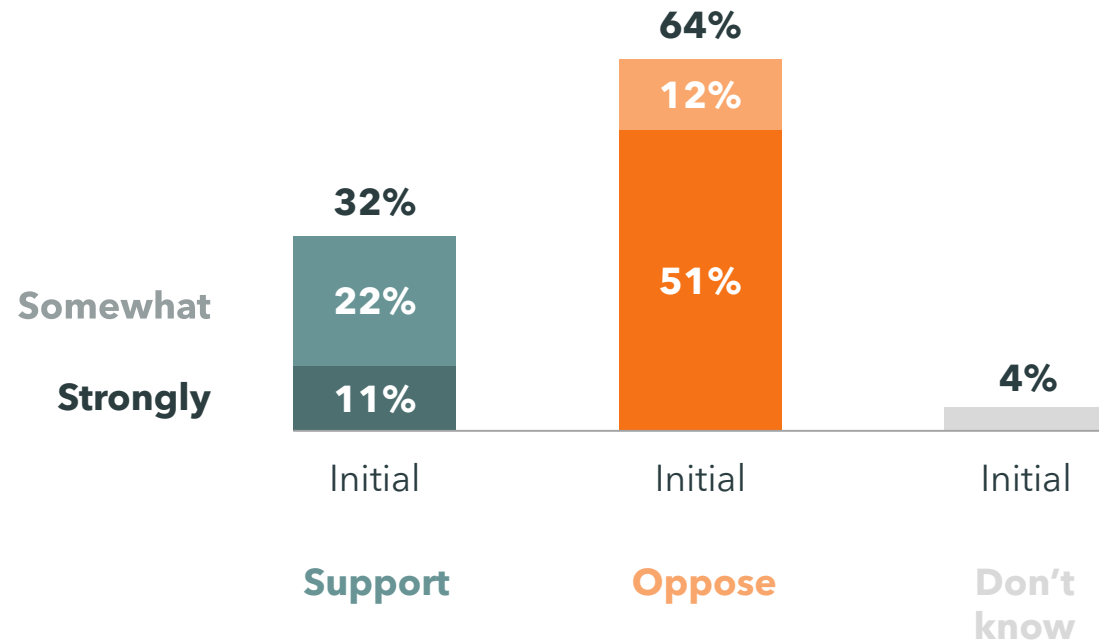


# 64% of voters in the region oppose the I-205 and Abernethy Bridge Project, with more than half expressing strong opposition.

**The I-205 and Abernethy Bridge Toll Project** would toll the Abernethy Bridge, which is the I-205 bridge across the Willamette River between Oregon City and West Linn. Tolls would be higher during busiest travel times.

The revenue from the tolls will be used to pay some of the construction costs to make the Abernethy Bridge earthquake-ready and fund other local road and transit improvements.

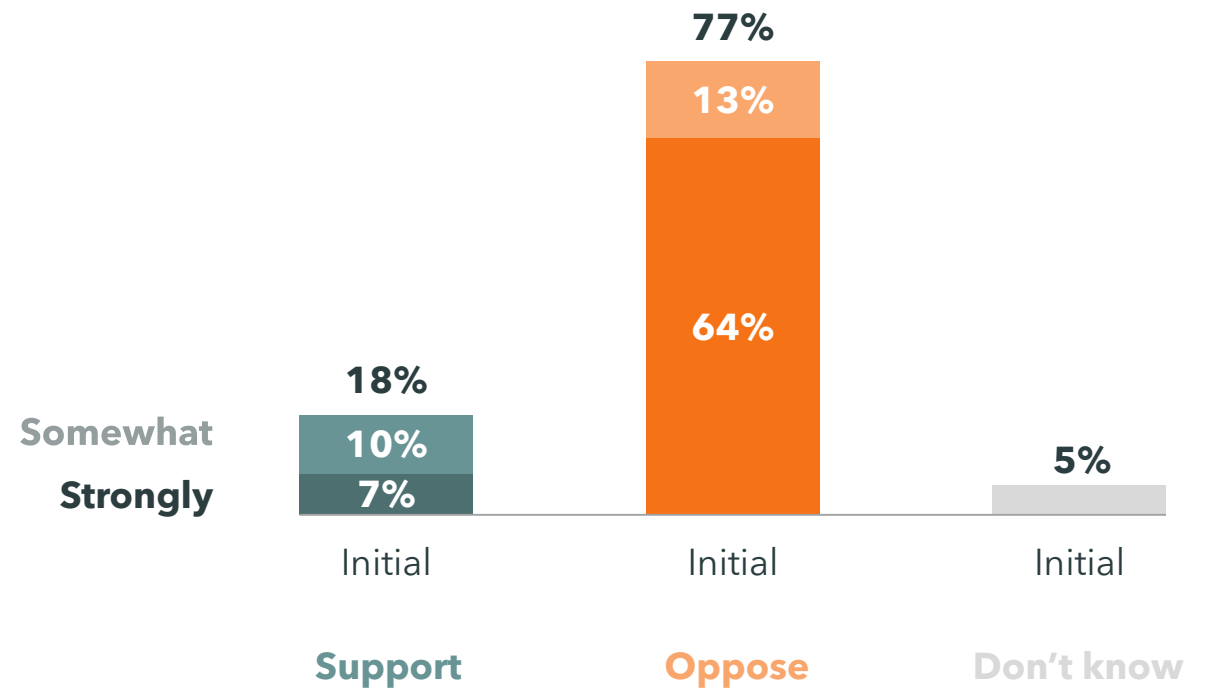
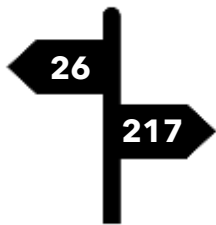
Do you support or oppose the I-205 and Abernethy Bridge Toll Project that would toll the Abernethy Bridge, which is the I-205 bridge across the Willamette River between Oregon City and West Linn?



# Nearly 8 in 10 voters in the region oppose the idea of adding tolls to Highways 26 and 217.

Additionally, there has been discussion to add tolls to other major highways in the Portland metro region, including **Highway 26 and Highway 217**.

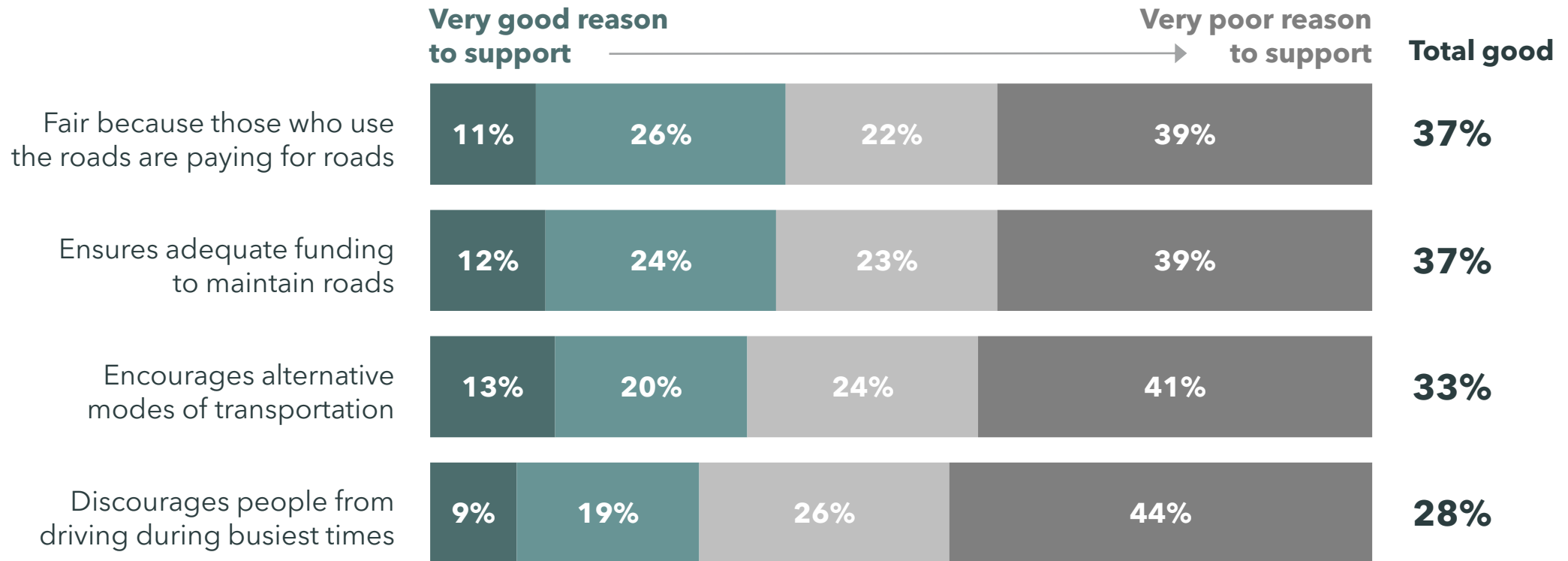
Would you support or oppose adding any additional tolls like these?



# Support Messaging



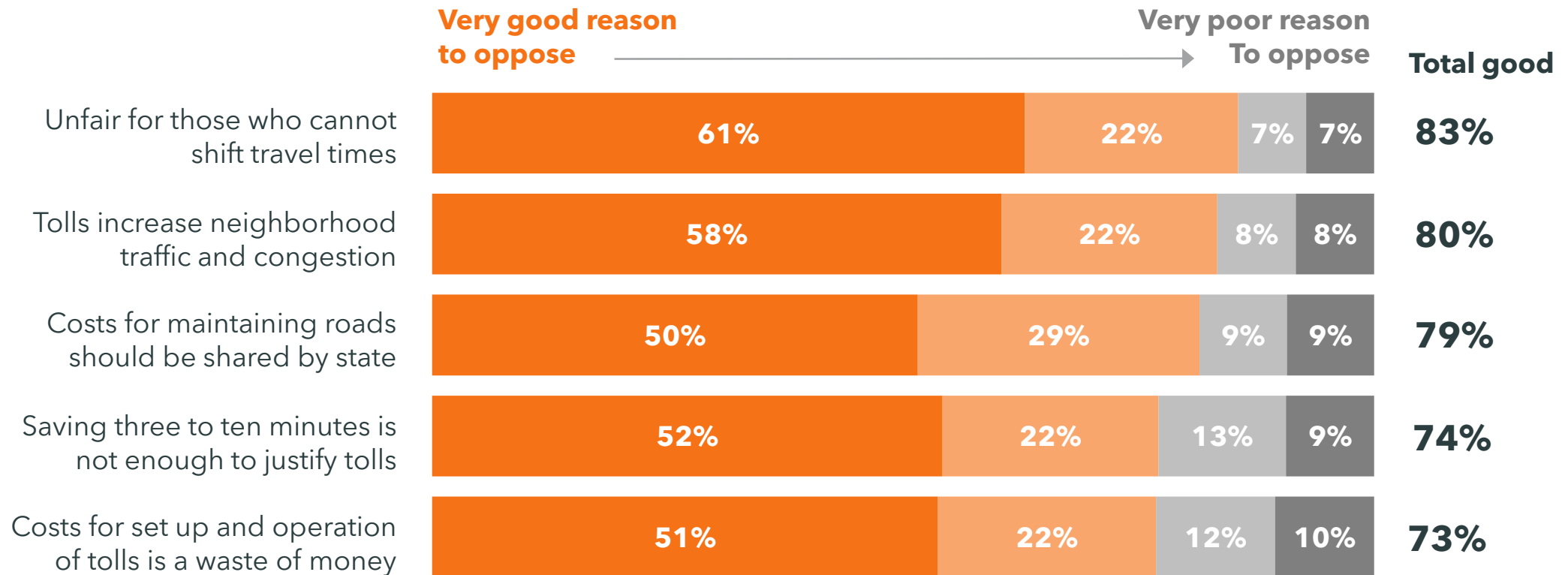
# Voters generally do not find the statements supporting tolling to be compelling.



# Oppose Messaging



# Around three-quarters of voters found all statements in opposition to tolling convincing.



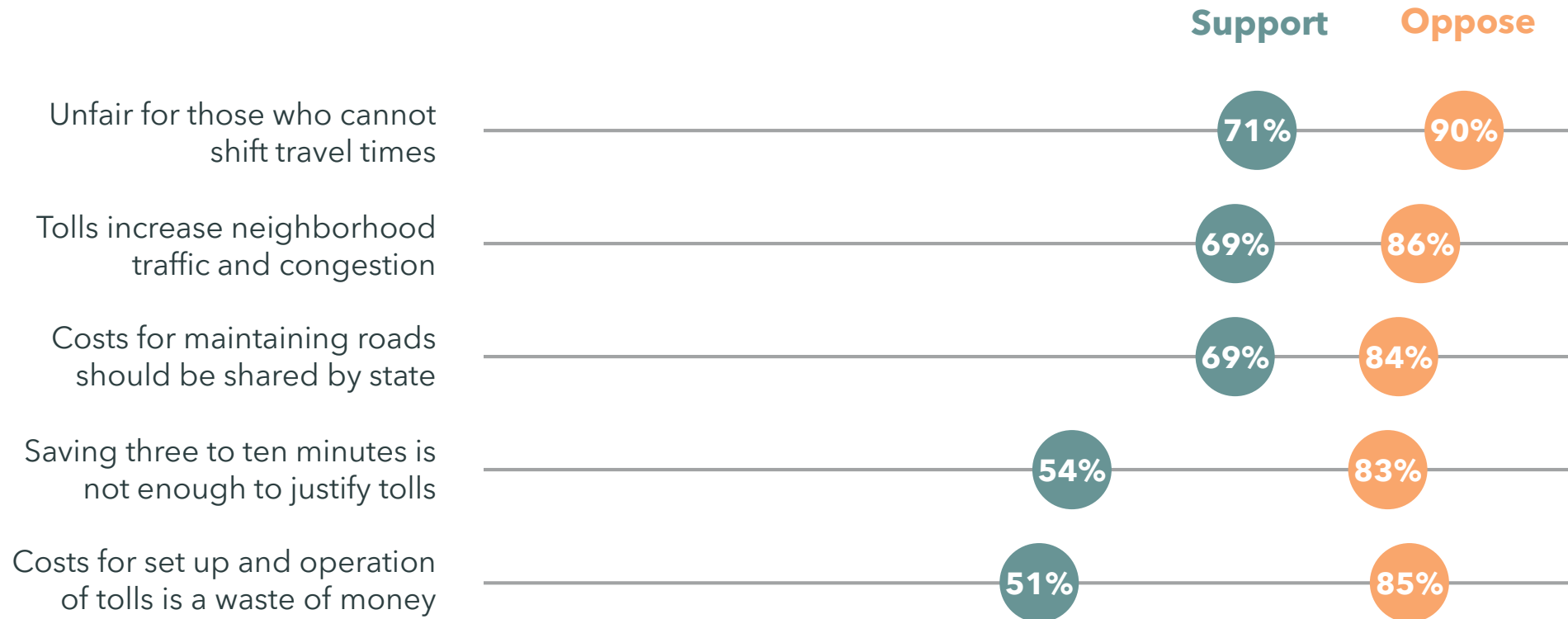
# More than half of RMPP supporters see arguments against tolling related to equity, traffic diversion, and sharing road maintenance costs as valid reasons to oppose tolling.

Endorsement of anti-tolling statements by stance on RMPP



# Most supporters of the Abernethy Bridge toll view opposition statements as valid, as do those opposed to the toll, though at higher rates.

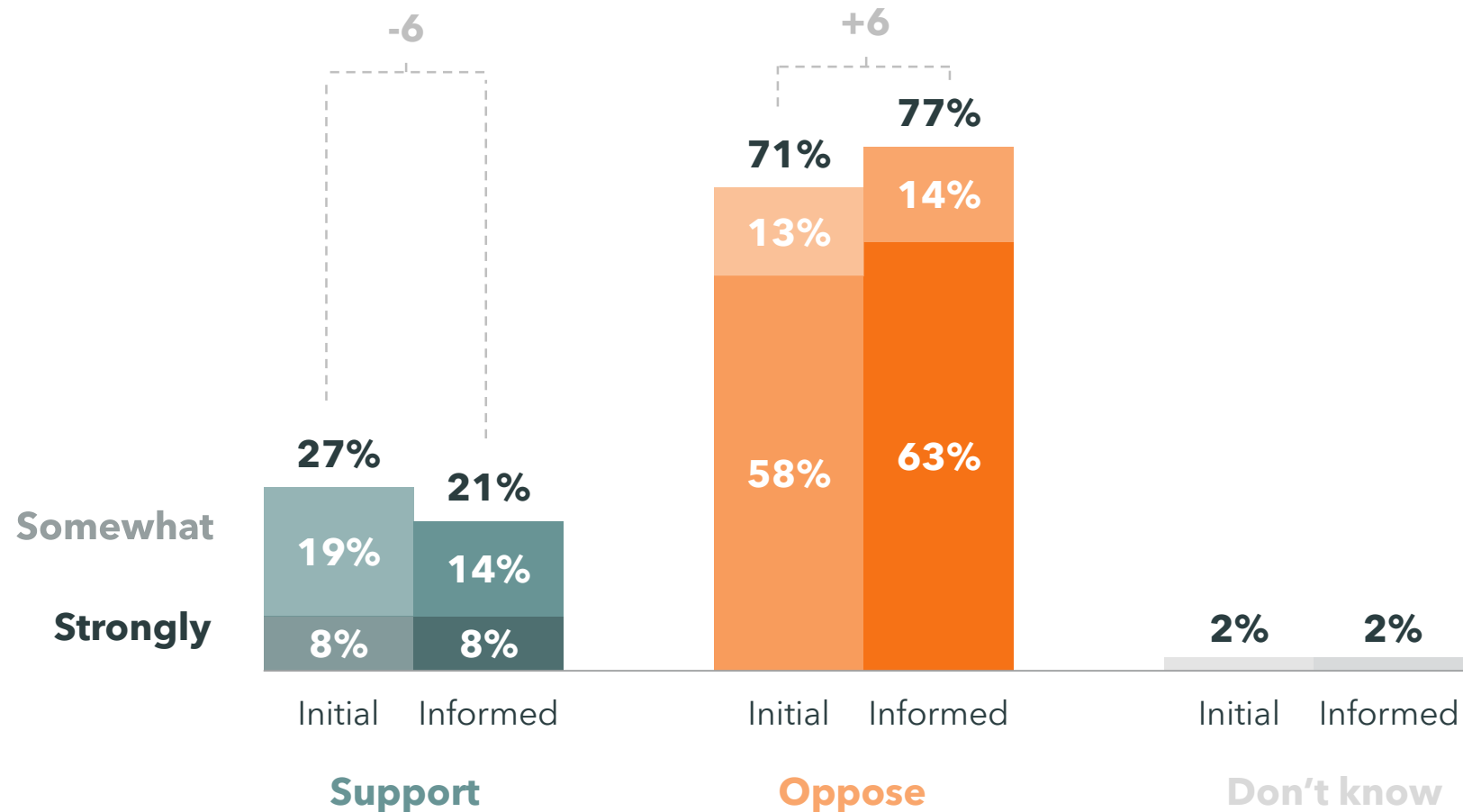
Endorsement of anti-tolling statements by stance on Abernethy Bridge toll



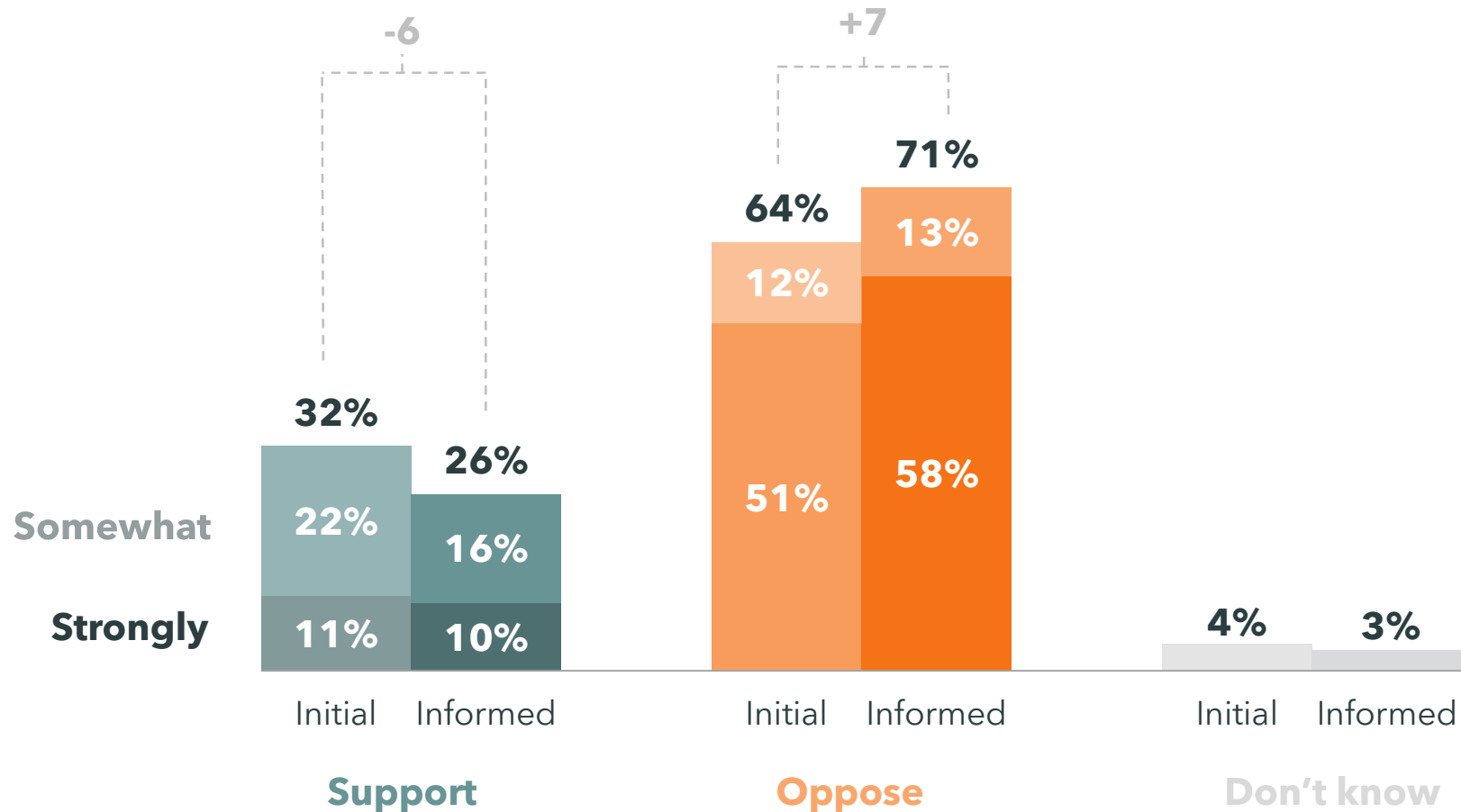
# Second Tolling Proposal Test



Opposition for the RMPP increased by six-percentage points after voters read the statements both in support and opposition of tolling.



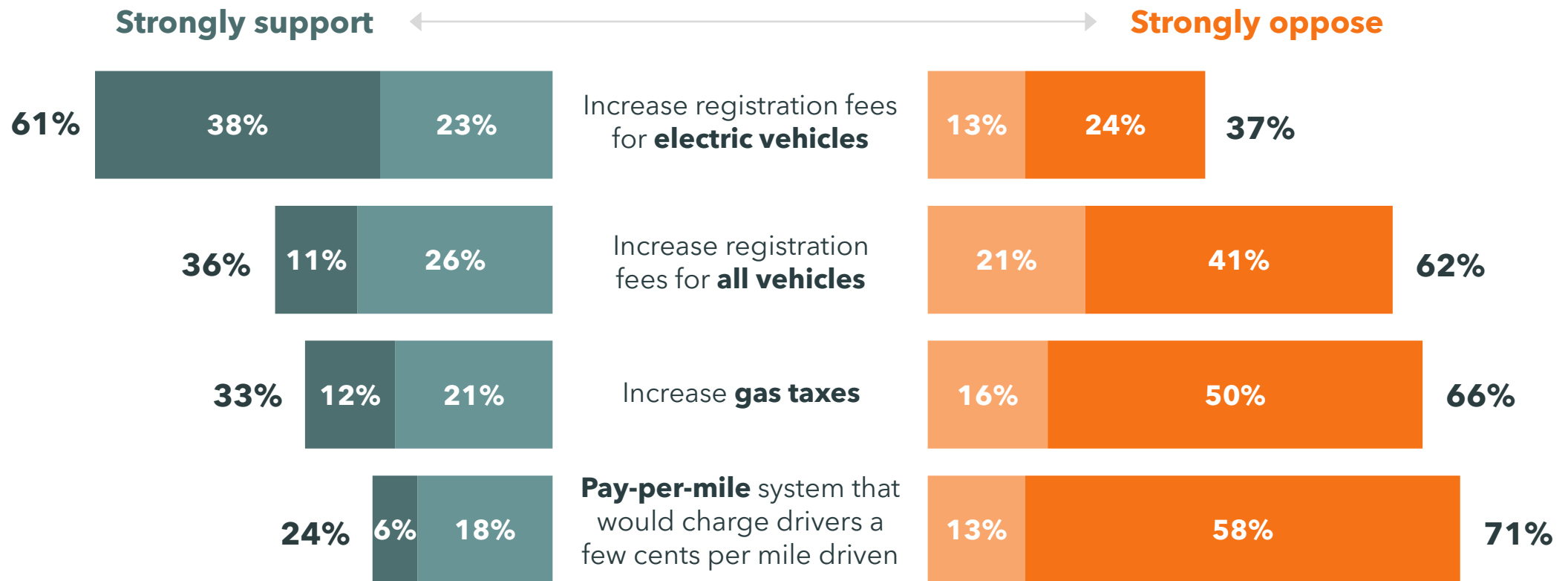
Additionally, there was a seven-percentage point increase in opposition to the Abernethy Bridge Toll after reading both sets of statements regarding tolling.



# Tolling Alternatives



Over half of voters support increasing registration fees for electric vehicles, but they generally oppose alternatives to tolling that would impact all drivers.





John Horvick

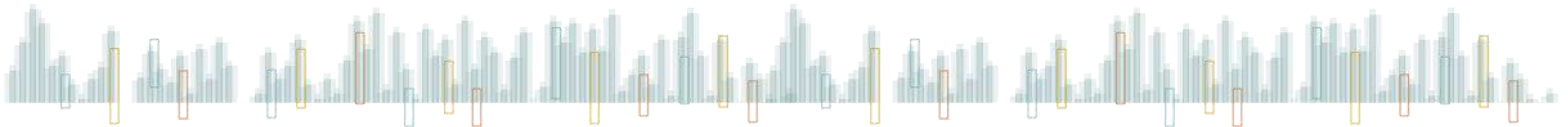
[jhorvick@dhmresearch.com](mailto:jhorvick@dhmresearch.com)

Kara Krnacik

[kkrnacik@dhmresearch.com](mailto:kkrnacik@dhmresearch.com)

Lane Cooper

[lcooper@dhmresearch.com](mailto:lcooper@dhmresearch.com)





## CITY OF TUALATIN Staff Report

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

**THROUGH:** Sherilyn Lombos, City Manager

**FROM:** Bates Russell, Information Services Director

**DATE:** 3/25/2024

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**SUBJECT:**  
Council Chambers Technology Upgrade Completion

### **EXECUTIVE SUMMARY:**

Over the past 16 months, the city has collaborated with Tualatin Valley Community Television (TVCTV) and the Metro Area Communications Commission (MACC) to enhance the audio, video, streaming, and overall production quality of council meetings. This undertaking involved establishing a new remote access studio and retrofitting the City's Tualatin City Services building meeting space into a versatile area for both city staff use and high-quality production.

The final outcome of these efforts is a significantly improved, multi-camera production experience for the public, facilitating remote access for public engagement. Additionally, this approach has proven to be cost-effective and time-saving by enabling the remote production of Council Meetings.

The majority of the joint effort was funded through the MACC budget, with Tualatin making contributions to ensure that the room remains functional for staff and other public meetings held in the space. Due to challenges such as delays in product availability, shipping issues, unexpected technical difficulties, and the need to coordinate time among vendors, the process was protracted. Nevertheless, the ultimate result is a highly professionalized representation of Tualatin to its residents and the wider world.

# BEFORE



## Tualatin City Council

10/28/19

# DURING.



# CURRENT



City Council Meeting

1/22/2024





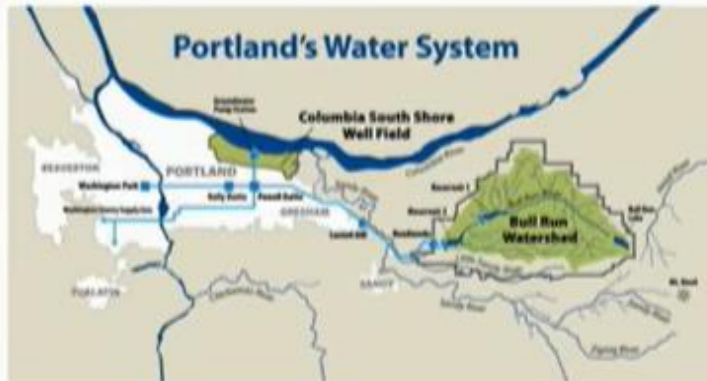
Press **Esc** to exit full screen



# ZOOM

## Background – Water in Tualatin

- Tualatin has purchased water from Portland since 1979
- Flows from Bull Run nearly 60 miles to Tualatin
- Water purchase cost budgeted at \$3,328,000 for FY 23/24



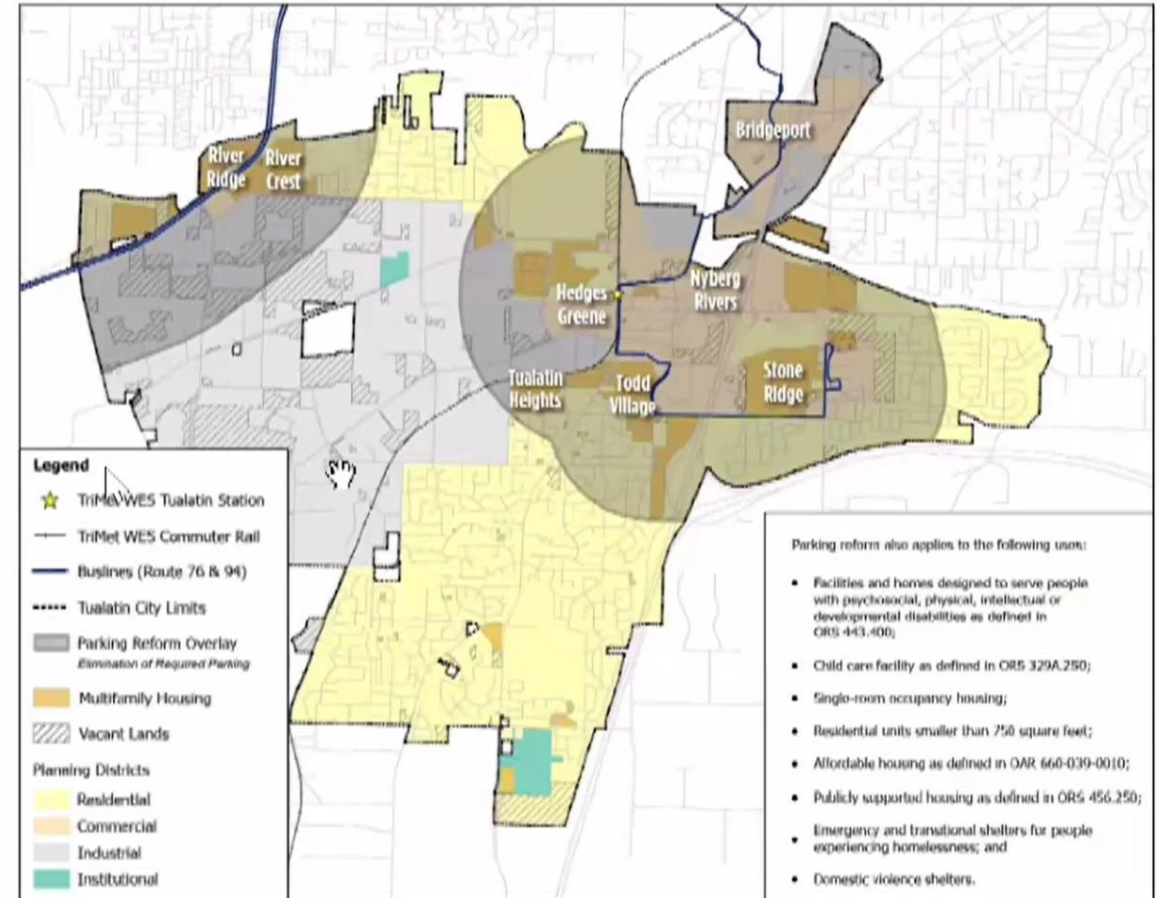
## Phase 1 Requirements

Became effective December 31, 2022

- Residential parking 1 space/unit when more than one unit/lot
- Elimination of required parking
  - Within  $\frac{3}{4}$  mile of Tualatin WES Station
  - Within  $\frac{1}{2}$  mile of Route 76, 94 corridor
  - Certain uses, including: child-care facilities, residential care facilities, affordable housing, residential under 750 sf. and emergency shelters.



City Council Meeting





# Where to watch Council Meetings

- Online [TVCTV.ORG](https://www.tvctv.org) (Live and Recorded)
- On TVCTV [Streaming App](#) (Live and Recorded)
- On Television [Channel 30](#) (Live and re-run)
- On YouTube [TualatinCity](#) (Recorded)
- On City Website (Live)
- On Zoom (Live)

# Thank you TVCTV and MACC



- Provided majority of funding for upgrade
- Managed project
- Cutting edge tech
- Great partnership!



## 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:** March 25, 2024

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**SUBJECT:**  
2024 City Council Advance Summary Report

**EXECUTIVE SUMMARY:**  
The City Council and Executive Management Team met on January 26 and 27, 2024, for the annual City Council Advance. Staff's presentation will include a summary of the work of the two days and a review of the 2024 City Council Priorities and Outcomes.

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### **ATTACHMENTS:**

- Presentation
- Attachment – Summary Report



# 2024 CITY COUNCIL ADVANCE SUMMARY REPORT

CITY COUNCIL | MARCH 25, 2024

# ADVANCE OUTCOMES

- Highlight accomplishments and confirm the team is on the right track
- Develop a shared understanding of the community and organization context to inform discussions around priorities and capacity
- Facilitate a process where diverse perspectives are welcomed and heard and find areas of alignment to focus the team's efforts and resources in the coming year
- Conduct intentional team building that will help Council and staff in advancing their vision and priorities

# ADVANCE AGENDA

## FRIDAY, JANUARY 26

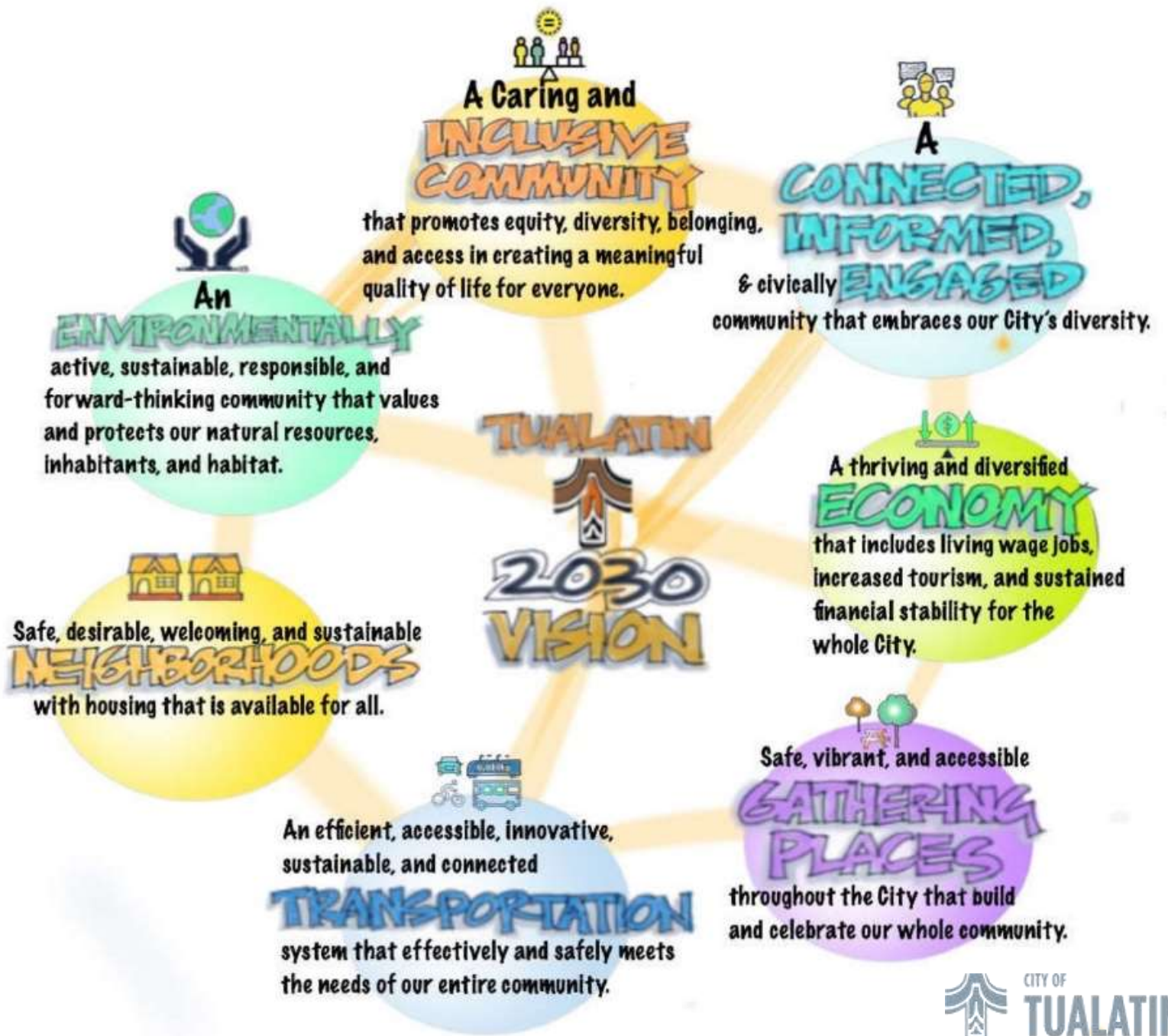
- Reflect & Celebrate
- Context Mapping
- Vision & Priority Refinement

## SATURDAY, JANUARY 27

- Review Outcomes
- Team Agreement

# 2030 VISION

Last Updated in 2023



# 2023 ACCOMPLISHMENTS

- Community Partners for Affordable Housing broke ground
- Community and Library events
- Bond sale
- Strong community engagement
- City attorney recruitment
- Norwood community engagement on housing
- Creation of the IDEA Advisory Committee
- Securing more park property
- Parks bond and resulting opportunities
- Wrap-up of “Tualatin Moving Forward”
- Climate Action Plan work
- Water Master Plan Adoption
- Police Department Community Outreach and fostering trust
- IT security improvements
- Leadership involvement and presence on regional issues
- Library marketing plan
- Veterans Plaza
- Policy Advisory Board
- Transportation System Plan kickoff
- Council meeting broadcast improvements
- Library facility improvements
- Basalt Creek development
- Sidewalk improvement project
- Utility bill assistance program
- Work on CFEC (Climate Friendly and Equitable Communities)

# CONTEXT MAPPING





- CELEBRATE INVESTMENTS
- CONTINUE TO BUILD RELATIONSHIPS
- EDUCATE + ENGAGE



- COMMUNICATE PROCESS + PROGRESS ON URBAN RENEWAL AREAS
- INNOVATIVE + IMAGINATIVE PLANNING TO CONNECT PEOPLE THROUGH DEVELOPMENT



- ADOPT CLIMATE ACTION PLAN
- PRIORITIZED 5-YEAR IMPLEMENTATION PLAN



- SHARE PROGRESS ON THE IDEA COMMITTEE WORK PLAN
- TRAINING + EDUCATION TO SUPPORT A TRAUMA-INFORMED ORGANIZATION



- INCREASE DIVERSE HOUSING OPTIONS
- UNDERSTAND TUALATIN'S HOUSING OPTIONS
- BUILD SHARED UNDERSTANDING OF REGIONAL + LOCAL HOUSING LANDSCAPE



- TRANSPORTATION SYSTEM PLAN UPDATE
- CLEAR TRANSPORTATION PRIORITIES THAT SUPPORT STRATEGIC ADVOCACY



- COMMUNITY IS INFORMED ON BOND PROJECT PROGRESS
- RESIDENTS ARE PRIORITIZED IN SUMMER RECREATION PROGRAMMING



# PRIORITIES & OUTCOMES

# PRIORITY 1: NEIGHBORHOOD ENGAGEMENT



## OUTCOMES:

- Celebrate our investments
- Continue to build relationships
- Educate and engage

## ACTIONS:

**1.1 Street Trees:** Provide education to the community on street trees and the Sidewalk/Street Tree Program. Conduct a work session that provides the Council with policy options.

**1.2 Community Involvement Organizations (CIOs):** Host a joint work session with the CIOs and provide information to the Council on the background of the program and structure, map, number of people engaged, and value to the community.

**1.3 Neighborhood Investment:** Continue efforts in neighborhood investment around the City including building relationships, understanding neighborhood needs, and celebrating investments in Tualatin's neighborhoods.

# PRIORITY 2: HOUSING



## OUTCOMES:

- Increase diverse housing options
- Understand Tualatin's housing options needs
- Build shared understanding of regional and local housing landscape

## ACTIONS:

**2.1 Housing Production Strategy:** Revisit the City's Housing Production Strategy to examine the City's options for creating and incentivizing diverse housing.

**2.2 Housing Code:** Review options for zoning changes to incentivize diverse housing options.

**2.3 Green Space:** Revisit the code for options to address preservation/addition of green space in new development

**2.4 County Updates:** Coordinate an update from the Counties to understand the regional housing landscape and services available for the Tualatin community.

# PRIORITY 3: ECONOMIC DEVELOPMENT



## OUTCOMES:

- Communicate process and progress on urban renewal areas
- Innovative and imaginative planning to connect people through development

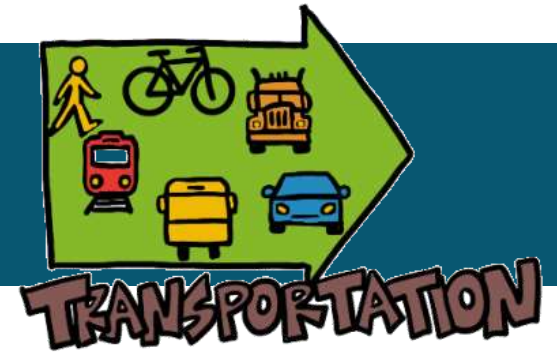
## ACTIONS:

**3.1 Food Carts:** Revisit policy and specifications.

**3.2 Leviton:** Revisit zoning options in Leviton using a similar framework to the Basalt Creek Area.

**3.3 Communications:** Conduct regular communications to provide information and updates on Basalt Creek and Downtown urban renewal areas.

# PRIORITY 4: TRANSPORTATION



## OUTCOMES:

- Transportation System Plan update
- Clear transportation priorities that support strategic advocacy

## ACTIONS:

**4.1 TSP:** Complete the Transportation System Plan update.

**4.2 Advocacy:** Identify clear transportation priorities for Tualatin that support Council and staff strategic regional advocacy for those priorities.

# PRIORITY 5: ENVIRONMENT



## OUTCOMES:

- Adopt Climate Action Plan
- Prioritized 5-year implementation plan

## ACTIONS:

**5.1 Climate Action Plan:** Adopt the Climate Action Plan.

**5.2 Climate Priorities:** Develop a 5-year implementation plan with prioritized actions.

# PRIORITY 6: PARKS



## OUTCOMES:

- Community is informed on bond project progress
- Residents are prioritized in summer recreation programming

## ACTIONS:

**6.1 Parks Bond:** Provide regular communication regarding the progress on projects related to the Parks Bond.

**6.2 Summer Recreation Programs:** Review policies and practices that would prioritize access to Tualatin residents for summer recreation programs.

# PRIORITY 7: CULTURE AND IDENTITY



## OUTCOMES:

- Share progress on the IDEA Committee Work Plan
- Training and education to support a trauma-informed organization

## ACTIONS:

**7.1 IDEA Committee:** Share progress on the IDEA Committee work plan.

**7.2 Trauma Informed:** Continue the internal training and work supporting a trauma informed culture and conduct similar training with the City Council.

# TEAM AGREEMENTS

We are ONE TEAM

We are PREPARED

We are STRATEGIC

We are INNOVATIVE

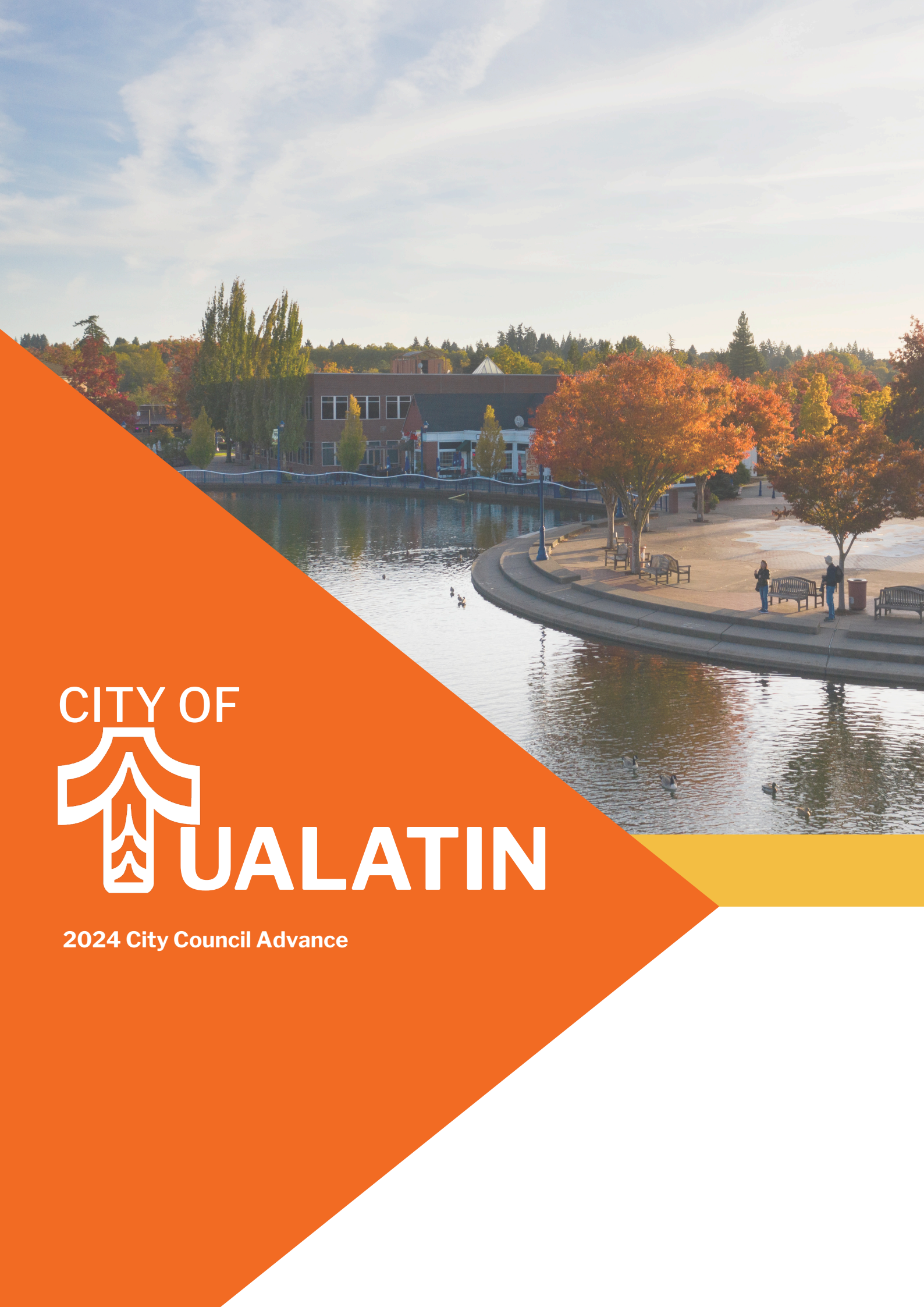




# NEXT STEPS

- Incorporate changes from tonight
- Create the 2024 Placemat
- Periodic progress reports





CITY OF



UALATIN

2024 City Council Advance

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# INTRODUCTION

The City of Tualatin Council and leadership team gathered on January 26-27, 2024, for their annual Council Advance. The Advance serves as an important opportunity for City leaders to engage in comprehensive discussion aimed at identifying realistic priorities aligned with community needs and opportunities, the Council's 2030 Vision, and the resources and capacities of City staff.

The Advance offers a unique setting to look forward in an environment conducive to fostering collaboration and open dialogue amongst Council members and staff. It allows the team to step away from the day-to-day responsibilities and engage in substantive conversations focused on the City's long-term vision and the strategic actions required to bring that shared vision to life. Furthermore, the Advance offers the opportunity for Council and staff to engage directly with one another sharing input and insights to develop a deeper understanding of the challenges and opportunities facing the community and organization. In this way, the Council can harness the collective expertise and perspectives to identify realistic priorities that are both aspirational and obtainable.

The City hired SSW Consulting, professional strategic planning and facilitation consultants, to guide the process for the Advance. In preparation for the workshop, SSW conducted outreach with Council and staff to gather input on challenges and opportunities facing the organization and community. Informed by the results of the outreach, SSW partnered with staff to develop an agenda designed to achieve the following shared outcomes:

- Highlight accomplishments and confirm the team is on the right track
- Develop a shared understanding of the community + organization context to inform discussions around priorities + capacity
- Facilitate a process where diverse perspectives are welcomed and heard and find areas of alignment to focus the team's efforts and resources in the coming year
- Conduct intentional team building that will help Council and staff in advancing their vision and priorities

The team engaged in collaborative exercises to develop an assessment of the current environment and understanding of the existing community landscape. Using this as a foundation, the team discussed how to leverage the City's strengths to achieve future success in serving the Tualatin community for years to come.

The resulting 2024 Council Priorities reflect a shared commitment of Council and staff to serve all community members in Tualatin to the best of their ability. As staff works to implement the priorities over the coming year, they will provide regular progress updates to Council to support transparency and accountability to the Tualatin community.

# TUALATIN TEAM

## **City Council**

Mayor Frank Bubenik

Councilor Valerie Pratt, Council President

Councilor Maria Reyes, Position 1

Councilor Christen Sacco, Position 2

Councilor Bridget Brooks, Position 3

Councilor Cyndy Hillier, Position 4

Councilor Octavio Gonzalez, Position 5

## **City Team**

Sherilyn Lombos, City Manager

Megan George, Deputy City Manager

Don Hudson, Assistant City Manager/ Finance Director

Kevin McConnell, City Attorney

Greg Pickering, Chief of Police

Kim McMillian, Community Development Director

Bates Russell, Information Services

Jerianne Thompson, Library Director

Ross Hoover, Parks Director

Rachel Sykes, Public Works Director



# TUALATIN 2030 VISION

At the 2023 City Council Advance the Council refined their shared vision. The 2030 Vision describes the Council's desired future state for the Tualatin community. The Council priorities are set in alignment with this vision.



# TUALATIN 2030 VISION

A CARING AND INCLUSIVE COMMUNITY that promotes equity, diversity, belonging, and access in creating a meaningful quality of life for everyone.

A CONNECTED, INFORMED, AND CIVICALLY ENGAGED community that embraces our City's diversity.

A thriving and diversified ECONOMY that includes living wage jobs, increased tourism, and sustained financial stability for the whole City.

Safe, vibrant, and accessible GATHERING PLACES throughout the City that build and celebrate our whole community.

An efficient, accessible, innovative, sustainable, and connected TRANSPORTATION system that effectively and safely meets the needs of our entire community.

Safe, desirable, welcoming, and sustainable NEIGHBORHOODS with housing that is available for all.

An ENVIRONMENTALLY active, sustainable, responsible, and forward-thinking community that values and protects our natural resources, inhabitants, and habitat.

# ENVIRONMENTAL SCAN

Examining the current environment of the organization and community provides valuable information for strategic decision making in the goal refinement process. A thorough understanding of previous accomplishments or goal progress, where the organization is today, and identifying current challenges or opportunities ensures the resulting priorities are responsive to needs in the community and organization to support sustainable growth and the provision of quality city services.

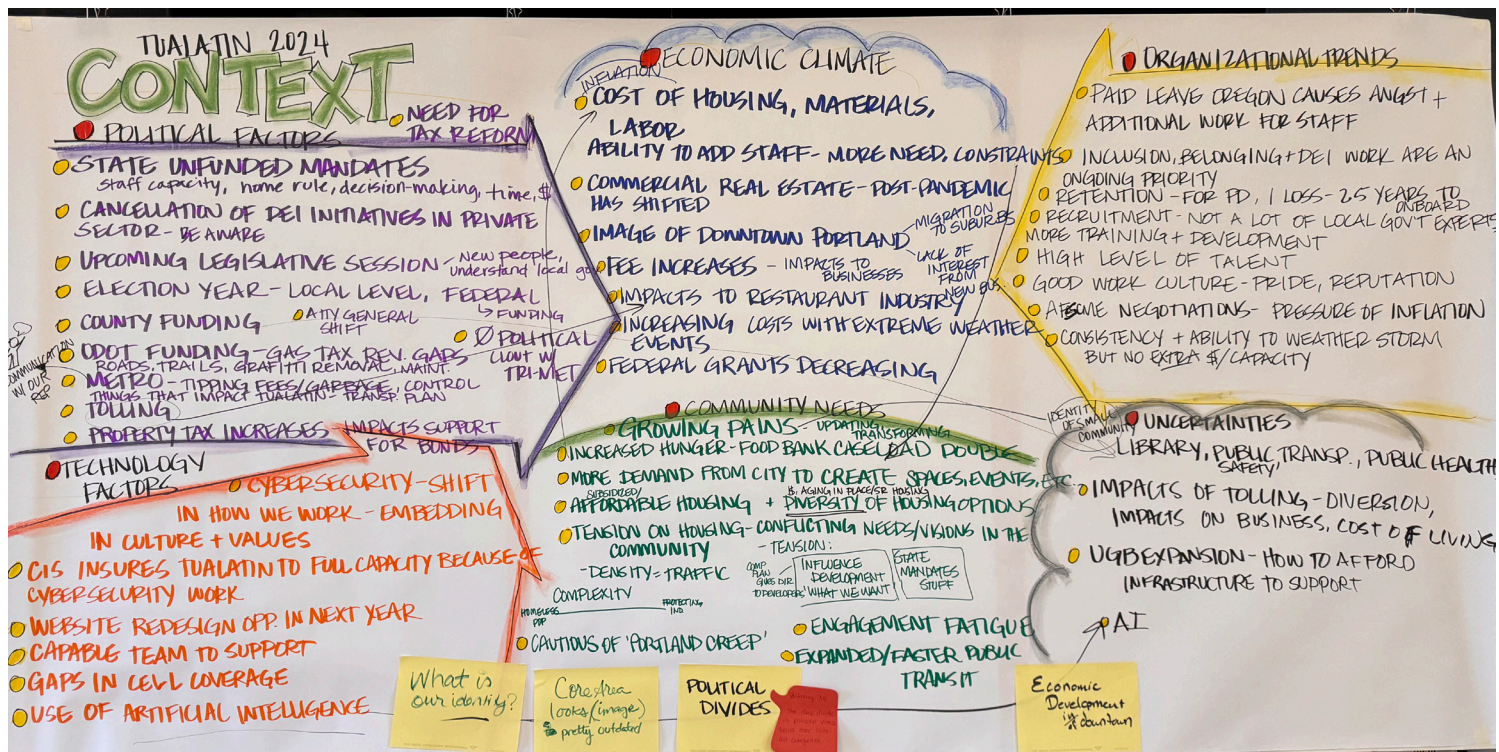
Recognizing and celebrating successes is an important part of the environmental scan process as it acknowledges work accomplished and sets a positive tone for the team moving forward. The exercise not only recognizes the good work that has taken place, but also opens dialogue about the contributing factors that made success possible. The lists below are a few of the accomplishments highlighted by staff and Council:

- Community Partners for Affordable Housing broke ground
- Community and Library events
- Bond sale
- Strong community engagement
- City attorney recruitment
- Norwood community engagement on housing
- Creation of IDEA Advisory Committee
- Securing more park property
- Parks bond and resulting opportunities
- Wrap-up of “Tualatin Moving Forward”
- Climate Action Plan work
- Water Master Plan Adoption
- Police Department Community Outreach and fostering trust
- IT security improvements
- Leadership involvement and presence on regional issues
- Library marketing plan
- Veterans Plaza Policy Advisory Board
- Transportation System Plan kickoff
- Council meeting broadcast improvements
- Library facility improvements
- Basalt Creek development
- Sidewalk improvement project
- Utility bill assistance program
- Work on CFEC (Climate Friendly + Equitable Communities)

# ENVIRONMENTAL SCAN

The staff and Council also participated in a context mapping exercise examining political factors, economic climate, technology factors, community needs, organizational trends, and uncertainties. Building a shared understanding of the current community and organizational context enables the team to collaboratively problem solve and prioritize needs and resources to serve the community effectively.

The results of the discussion are summarized in the following graphic.



# CITY COUNCIL PRIORITIES

City Council and staff meet on an annual basis for a discussion of the Council's vision and priorities. Every two years the process is more robust to fully assess all needs and determine the Council's shared vision and priorities. In the off years, the Council reviews the existing work underway and completes a priority refinement to ensure the vision and priorities are relevant, responsive to the community, and providing clarity and guidance to the organization.

In 2024, the Council conducted a check-in and refinement of their vision and priorities. The Council priorities provide valuable guidance for the development of the City's budget and department work plans to align resources and staff capacity accordingly. The team worked collaboratively to review the 2023 priorities to determine which actions were complete, ongoing, or needing refinement. The team also focused on providing direction regarding the desired outcomes for the priorities, highlighting "what success looks like" from the Council's perspective. This outcomes-based discussion will help staff evaluate implementation options to most effectively deliver on these outcomes.

Building on the information and insights shared during the environmental scan, the team worked in small groups to discuss how the actions needing refinement should be updated. Additionally, the small groups discussed ideas for any new proposals for Council to consider adding to the 2024 priorities. Following the small group exercise, the team reconvened to map the resulting proposals for refined and new actions. The following image shows the priority refinement process and the charts on the following pages share the refined priorities.

# CITY COUNCIL PRIORITIES



- CELEBRATE INVESTMENTS
- CONTINUE TO BUILD RELATIONSHIPS
- EDUCATE + ENGAGE



- COMMUNICATE PROCESS + PROGRESS ON URBAN RENEWAL AREAS
- INNOVATIVE + IMAGINATIVE PLANNING TO CONNECT PEOPLE THROUGH DEVELOPMENT



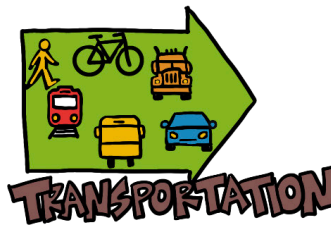
- ADOPT CLIMATE ACTION PLAN
- PRIORITIZED 5-YEAR IMPLEMENTATION PLAN



- SHARE PROGRESS ON THE IDEA COMMITTEE WORK PLAN
- TRAINING + EDUCATION TO SUPPORT A TRAUMA-INFORMED ORGANIZATION



- INCREASE DIVERSE HOUSING OPTIONS
- UNDERSTAND TUALATIN'S HOUSING OPTIONS
- BUILD SHARED UNDERSTANDING OF REGIONAL + LOCAL HOUSING LANDSCAPE



- TRANSPORTATION SYSTEM PLAN UPDATE
- CLEAR TRANSPORTATION PRIORITIES THAT SUPPORT STRATEGIC ADVOCACY



- COMMUNITY IS INFORMED ON BOND PROJECT PROGRESS
- RESIDENTS ARE PRIORITIZED IN SUMMER RECREATION PROGRAMMING



# PRIORITY 1: NEIGHBORHOOD ENGAGEMENT

## OUTCOMES:

- CELEBRATE INVESTMENTS
- CONTINUE TO BUILD RELATIONSHIPS
- EDUCATE AND ENGAGE

## ACTIONS

## LEAD

**1.1 Street Trees:** Provide education to the community on street trees and the Sidewalk/Street Tree Program. Conduct a work session that provides the Council with policy options.

Public Works and Parks + Recreation

**1.2 Community Involvement Organizations (CIO):** Host a joint work session with the CIOs and provide information to the Council on the background of the program structure, map, number of people engaged, and value to the community.

Administration

**1.3 Neighborhood Investment:** Continue efforts in neighborhood investment around the City including building relationships, understanding neighborhood needs, and celebrating investments in Tualatin's neighborhoods.

Administration

## PRIORITY 2: HOUSING

### OUTCOMES:

- INCREASE DIVERSE HOUSING OPTIONS
- UNDERSTAND TUALATIN'S HOUSING OPTIONS NEEDS
- BUILD SHARED UNDERSTANDING OF REGIONAL AND LOCAL HOUSING LANDSCAPE

### ACTIONS

### LEAD

2.1 Housing Production Strategy: Revisit the City's Housing Production Strategy to examine the City's options for creating and incentivizing diverse housing.	Community Development
2.2 Housing Code: Review options for zoning changes to incentivize diverse housing options.	Community Development
2.3 Green Space: Revisit the code for options to address preservation/addition of green space in new development.	Community Development
2.4 County Updates: Coordinate an update from the Counties to understand the regional housing landscape and services available for the Tualatin community.	Community Development

# PRIORITY 3: ECONOMIC DEVELOPMENT

## OUTCOMES:

- COMMUNICATE PROCESS AND PROGRESS ON URBAN RENEWAL AREAS
- INNOVATIVE AND IMAGINATIVE PLANNING TO CONNECT PEOPLE THROUGH DEVELOPMENT

## ACTIONS

## LEAD

3.1 Food Carts: Revisit policy and specifications.	Community Development
3.2 Leviton: Revisit zoning options in Leviton using a similar framework to the Basalt Creek area.	Community Development
3.3 Communications: Conduct regular communications to provide information and updates on Basalt Creek and Downtown urban renewal areas.	Administration

# PRIORITY 4: TRANSPORTATION

## OUTCOMES:

- TRANSPORTATION SYSTEM PLAN UPDATE
- CLEAR TRANSPORTATION PRIORITIES THAT SUPPORT STRATEGIC ADVOCACY

## ACTIONS

## LEAD

4.1 TSP: Complete the Transportation System Plan update.

Community Development

4.2 Advocacy: Identify clear transportation priorities for Tualatin that support Council and staff strategic regional advocacy for those priorities.

Community Development + Administration

# PRIORITY 5: ENVIRONMENT

## OUTCOMES:

- ADOPT CLIMATE ACTION PLAN
- PRIORITIZED 5-YEAR IMPLEMENTATION PLAN

## ACTIONS

## LEAD

5.1 Climate Action Plan: Adopt the Climate Action Plan.	Public Works
5.2 Climate Priorities: Develop a 5-year implementation plan with prioritized actions.	Public Works

# PRIORITY 6: PARKS

## OUTCOMES:

- COMMUNITY IS INFORMED ON BOND PROJECT PROGRESS
- RESIDENTS ARE PRIORITIZED IN SUMMER RECREATION PROGRAMMING

## ACTIONS

## LEAD

6.1 Parks Bond: Provide regular communication regarding the progress on projects related to the Parks Bond.

Parks + Recreation

6.2 Summer Recreation Programs: Review policies and practices that would prioritize access to Tualatin residents for summer recreation programs.

Parks + Recreation

# PRIORITY 7: CULTURE + IDENTITY

## OUTCOMES:

- SHARE PROGRESS ON THE IDEA COMMITTEE WORK PLAN
- TRAINING AND EDUCATION TO SUPPORT A TRAUMA-INFORMED ORGANIZATION

## ACTIONS

## LEAD

7.1 IDEA Committee: Share progress on the IDEA committee work plan.

Library

7.2 Trauma Informed: Continue the internal training and work supporting a trauma informed culture and conduct similar training with the City Council

Police

# TEAM AGREEMENT

The team agreement is a shared commitment among Council and with staff in how members will work together effectively to advance the priorities and overall work of the City. The Tualatin team participated in a facilitated discussion to identify what's working well for the team, what's missing, and what is needed to support the workload. The team agreement statements below summarize the discussion and are intended to guide the team as they work together to advance their priorities.

## We are ONE TEAM

The Council is ONE TEAM and works in partnership with staff. We set a shared vision and priorities to advance work that serves our entire community while considering the local and regional impacts. As a team, we understand the distinction between Council and staff roles, and we stay in our respective lanes. If there are questions about our role, we work directly with the City Manager to gain clarity. We are proactive in communicating with our fellow Councilors and staff to obtain the information needed to make decisions. Through respectful interactions and communication, we foster and maintain a high level of trust with Council, staff, and the community.

## We are PREPARED

The Council comes to meetings prepared and focused. We maintain an open mind and weigh all information when making a policy decision. In our preparation, we reach out to the City Manager and staff in a timely manner, consider the results of any community engagement efforts, seek out educational opportunities, and review pertinent background information and historical perspectives.

## We are STRATEGIC

With limited resources to implement the vision and priorities, the City Council is strategic in providing direction and prioritizing the work that is most important to the community. We work to foster and pursue partnership opportunities both locally and regionally to advance the community priorities. We provide clear direction to staff on the priorities, acknowledging when some work must pause, or shift based on available resources and capacity.

## We are INNOVATIVE

The Council looks for ways to innovate and move Tualatin forward. We are grounded in the community's needs, and look for bold opportunities to address them and whatever opportunities or challenges that may lie ahead. We strategically plan our work and allocate resources to allow space for innovation and new opportunities.

# IMPLEMENTATION + PROGRESS REPORTING

Following the Council Advance, City leadership and SSW Consulting created an implementation and progress reporting plan to ensure fluid communication between Council, city staff, and the community. This process includes determining project leads and tracking progress over the next 1-2 years.

The City Manager will provide the Council with a regular Council Priority Status Update. This information will include progress updates, possible challenges or opportunities, as well as requests for Council direction as necessary.

The Council and Leadership team will continue their practice of checking in annually on the Council priorities, with a more robust review and update following an election cycle.



## CITY OF TUALATIN

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503-692-2000



[TualatinOregon.gov](http://TualatinOregon.gov)



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Tualatin OR 97062

**Prepared by SSW Consulting**  
Sara Singer Wilson, Principal/Owner  
Ashley Sonoff, Associate  
Sasha Konell, Engagement Strategist



SSW CONSULTING



## 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 & Development Manager

**DATE:** March 25, 2024

---

**SUBJECT:**  
Arbor Month Presentation, Proclamation and Youth Recognition

### **EXECUTIVE SUMMARY:**

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

#### 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  
Proclamation

# Arbor Month 2024



# 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

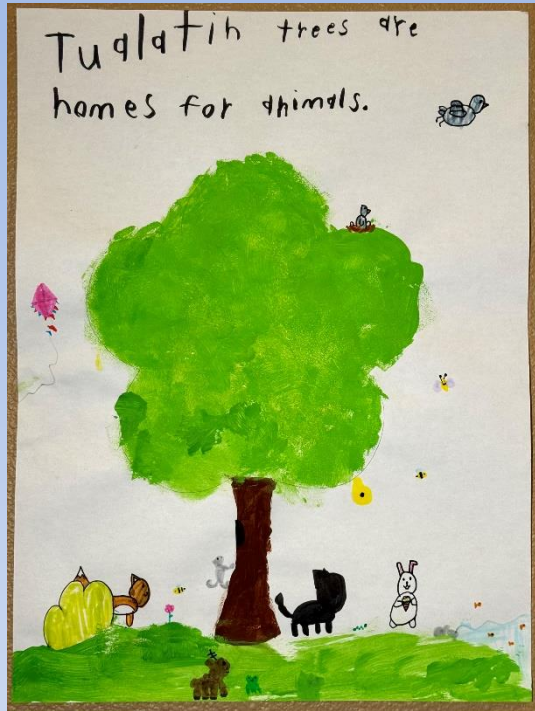
- Tualatin Trees Photography Contest
- Kids' Poster Contest
- Arbor Month Proclamation
- Old Salmon River Trail
- Tualatin Historical Society Poetry Contest
- Putting Down Roots Volunteer Tree Plantings
- Hug a Tree for Earth Day
- Tualatin Library tree-themed story times
- Smokey Bear Reading Challenge
- Arbor Month Scavenger Hunt in the park



Arbor Month – April 2024



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



"Homes for Animals"

Isla H.

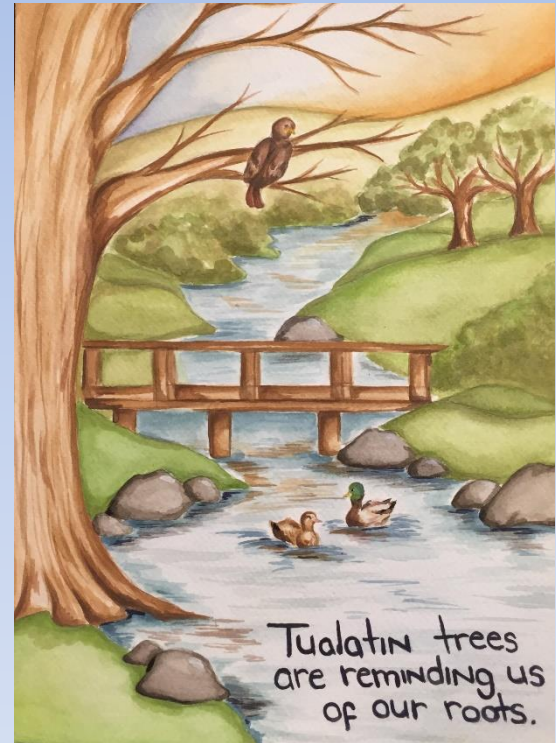
Grades K-2



"Full of Magic"

Tenley R.

Grades 3-5



"Are Reminding us of our Roots"

Petra S.

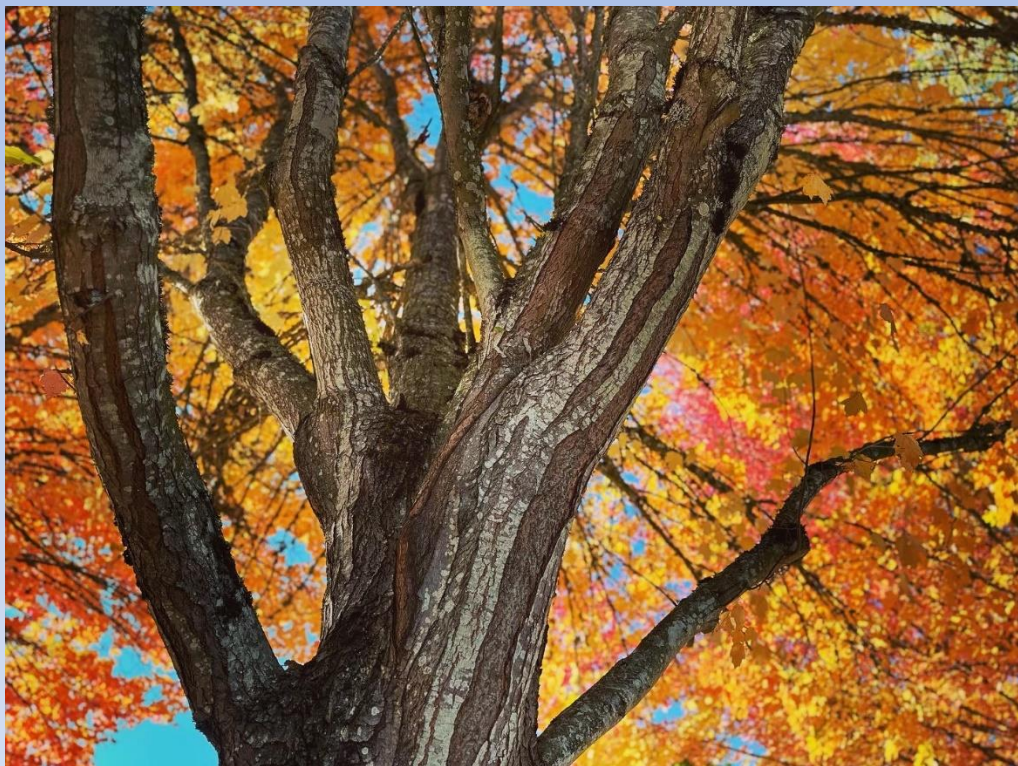
Grades 6-8

# Tualatin Trees Photo Contest



**“Nature’s Mirror”**  
First Place – Matt Hanson  
Location – Tualatin River

# Tualatin Trees Photo Contest



**“Autumn Canopy”**  
Second Place – Julie McGuire  
Location – Jurgens Park



**“Sunrise Tree”**  
Third Place – Valerie Holt  
Location – Martinazzi Ave

## 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 37<sup>th</sup> consecutive Year!



**TREE CITY USA®**



# Proclamation

## *Declaring the Month of April 2024 as Arbor Month in the City of Tualatin*

WHEREAS, Arbor Day is a celebration observed throughout the nation and the world in which individuals and groups are encouraged to plant, care for, and celebrate the many values of trees, and Arbor Month is observed in the State of Oregon during the entire month of April 2024; and

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

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

WHEREAS, 2024 marks the 37<sup>th</sup> consecutive year the City of Tualatin has been certified as a Tree City USA by the National Arbor Day Foundation for following best practices in community forestry management.

NOW, THEREFORE, BE IT PROCLAIMED BY THE CITY COUNCIL OF THE CITY OF TUALATIN, Oregon that the City of Tualatin designates the month of April 2024 as Arbor Month in the City of Tualatin.

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

The City of Tualatin supports the Oregon Department of Forestry and the National Arbor Day Foundation in their recognition of the value of trees and forests by proclaiming April 2024 as Arbor Month in Tualatin.

INTRODUCED AND ADOPTED this 25<sup>th</sup> day of March, 2024.

CITY OF TUALATIN, OREGON

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

ATTEST:

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

# Proclamation

## *Declaring April 2024 as Parkinson's Awareness Month in the City of Tualatin*

WHEREAS, Parkinson's disease is a chronic, progressive, neurological disease and is the second most common neurodegenerative disease in the United States; and

WHEREAS, Parkinson's disease is estimated to affect approximately one million people in the United States and the prevalence will more than double by 2040; and

WHEREAS, Parkinson's disease is the 14<sup>th</sup> leading cause of death in the United States according to the Centers for Disease Control and Prevention; and

WHEREAS, it is estimated that the economic burden of Parkinson's disease is at least \$52 billion annually, including indirect costs to patients and family members of \$29 billion; and

WHEREAS, research suggests the cause of Parkinson's disease is a combination of genetic and environmental factors, but the exact cause and progression of the disease is still unknown; and

WHEREAS, there is no objective test or biomarker for Parkinson's disease, and there is no cure or drug to slow or halt the progression of the disease; and

WHEREAS, the symptoms of Parkinson's disease vary from person to person and can include tremors; slowness of movement and rigidity; difficulty with balance, swallowing, chewing, and speaking; cognitive impairment and dementia; mood disorders; and a variety of other non-motor symptoms; and

WHEREAS, volunteers, researchers, caregivers, and medical professionals are working to improve the quality of life of persons living with Parkinson's disease and their families; and

WHEREAS, increased research, education, and community support services such as those provided by the Parkinson's Foundation and other organizations are needed to find more effective treatments and to provide access to quality care to those living with the disease today.

NOW, THEREFORE, BE IT PROCLAIMED BY THE CITY COUNCIL OF THE CITY OF TUALATIN, Oregon that April 2024 is Parkinson's Awareness Month in the City of Tualatin.

INTRODUCED AND ADOPTED this 25<sup>th</sup> day of March, 2024.

CITY OF TUALATIN, OREGON

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

ATTEST:

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

# Proclamation

## *Declaring April 2024 as Community Development Month in the City of Tualatin*

WHEREAS, the month of April 2024 has been designated as National Community Development Month 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 \$1,031,360 in CDBG funds;

NOW, THEREFORE, BE IT PROCLAIMED BY THE CITY COUNCIL OF THE CITY OF TUALATIN, Oregon that the month of April 2024 is National Community Development Month 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 FY2024.

INTRODUCED AND ADOPTED this 25<sup>th</sup> day of March, 2024.

CITY OF TUALATIN, OREGON

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

ATTEST:

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

# Proclamation

*Declaring April 7-13, 2024, as National Library Week  
in the City of Tualatin*

WHEREAS, libraries offer the opportunity for everyone to connect with others, learn new skills, and pursue their passions, no matter where they are on life's journey; and

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

WHEREAS, libraries adapt to the ever-changing needs of their communities, developing and expanding collections, programs, and services that are as diverse as the populations they serve; 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, creating thriving communities for a better tomorrow; and

WHEREAS, libraries are an essential public good and fundamental institutions in democratic societies, working to improve society, protect the right to education and literacy, and promote the free exchange of information and ideas for all; and

WHEREAS, Tualatin residents have a long history of strong support for public libraries, library workers, and library volunteers; and

WHEREAS, library supporters and advocates across the nation are joining together 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 7-13, 2024, is National Library Week. During this week, we encourage all residents to visit their library and celebrate the adventures and opportunities libraries unlock for us every day.

INTRODUCED AND ADOPTED this 25<sup>th</sup> day of March, 2024.

CITY OF TUALATIN, OREGON

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

ATTEST:

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



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

**TO:** Honorable Mayor and Members of the City Council  
**THROUGH:** Sherilyn Lombos, City Manager  
**FROM:** Nicole Morris, Deputy City Recorder  
**DATE:** March 25, 2024

---

**SUBJECT:**  
Consideration of Approval of the Work Session and Regular Meeting Minutes of February 26, 2024

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

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**ATTACHMENTS:**

- City Council Work Session Meeting Minutes of February 26, 2024
- City Council Regular Meeting Minutes of February 26, 2024



## OFFICIAL MINUTES OF THE TUALATIN CITY COUNCIL WORK SESSION MEETING FOR FEBRUARY 26, 2024

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

Absent: Councilor Cyndy Hillier

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Mayor Bubenik called the meeting to order at 6:38 p.m.

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

Mayor Bubenik asked for three volunteers to join the Council Rules subcommittee, to which Councilor Sacco, Gonzalez, and Hillier had expressed interest. The Mayor appointed them to the subcommittee.

Councilor Brooks stated she attended the Council Advance, Water Consortium meeting, and Policy Advisory Board meeting. She expressed gratitude to those involved in reviewing proposals for the Veteran's Memorial sculptures.

Councilor Sacco stated she attended the Regional Water Consortium meeting, IDEA Committee meeting, and Byrom CIO meeting.

Council President Pratt stated she attended the C4 Metro meeting, C4 Tolling Committee meeting, and a meeting regarding tolling poll results.

Mayor Bubenik stated he attended the State of Economy presentation by the Portland Chamber of Commerce, League of Oregon Cities Legislative update call, Greater Portland Inc. Board meeting, Byrom CIO meeting, Metro Mayors meeting, and review of tolling survey results.

### **Adjournment**

Mayor Bubenik adjourned the meeting at 6:57 p.m.

Sherilyn Lombos, City Manager

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

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



## OFFICIAL MINUTES OF THE TUALATIN CITY COUNCIL MEETING FOR FEBRUARY 26, 2024

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

Absent: Councilor Cyndy Hillier

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### Call to Order

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

### Pledge of Allegiance

### Public Comment

Ken Allen spoke to strategies for implementing principles for sustainable development in the Basalt Creek Area. He submitted information for the record.

### Consent Agenda

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

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

MOTION PASSED

1. Consideration of Approval of the Work Session and Regular Meeting Minutes of February 12, 2024
2. Consideration of Approval of Liquor License Renewals for 2024
3. Consideration of **Resolution No. 5753-24** Increasing the Tualatin River Greenway Trail Extension Project Change Order Authorization Amount
4. Consideration of **Resolution Nos. 5754-24, 5755-24, 5756-24, and 5757-24** Accepting Grant Funds for Traffic Safety Enforcement through Oregon Impact
5. Consideration of **Resolution No. 5758-24** Exempting Specific Affordable Housing Developments From Property Taxes
6. Consideration of **Resolution No. 5759-24** Awarding a Design-Build Contract for Replacement of the Juanita Pohl Center Siding

### Special Reports

1. Outside Agency Grant Awardee- Neighbors Nourishing Communities

Outside Agency Grant Awardee Neighbors Nourishing Communities Member Chad Darby presented an update on their organization. He stated they are a gardening organization that's mission is provide fresh, nutritious, locally-grown produce to residents in our community, particularly those that lack access due to their economic circumstances. Member Darby stated they provide plants, seeds, and instructions to home gardeners who then in turn provide 20% or more of their crops to the program. He stated they incentivize participation to make it sustainable and every partner in the program contributes what they can as appropriate. Member Darby stated since 2014 they have donated over 30,000lbs of fresh organic produce.

Member Darby asked the City to partner with their organization on planting a community orchard in any available green space.

Mayor Bubenik thanked Mr. Darby for all his time and energy that he has put into the organization.

Councilor Brooks asked how someone who is interested in a garden can participate. Member Darby stated they can pre-register with a simple application on their website.

## 2. Presentation of the Tualatin Planning Commission Annual Report for 2023

Assistant Community Development Director Steve Koper and Planning Commission Chair Bill Beers presented the Tualatin Planning Commission (TPC) Annual Report. Director Koper outlined the TPC's role in citizen involvement, advisory functions on land use matters, and quasi-judicial hearings. He highlighted recommendations made by the TPC this year, including the Basalt Creek Employment Zoning District, the Norwood rezone, and the Water Master Plan update. Director Koper stated staff briefed the commission on various topics such as the Climate Friendly and Equitable Communities rules, the Tualatin's Equitable Funding Action Plan, the Metro Regional Transportation Plan, the Climate Action Plan, and informational updates to the Tualatin Housing Needs Analysis.

Councilor Brooks expressed gratitude to the committee for their efforts and inquired about the most compelling topic from the past year. Chair Beers cited the development of the Basalt Creek Area as particularly satisfying.

Council President Pratt appreciated the committee's commitment to considering all perspectives on the issues they tackle.

Mayor Bubenik thanked the committee for their valuable insights across various topics.

## **General Business**

### 1. Recycling Modernization Act - Informational Overview

Management Analyst Lindsay Marshall and Republic Services Staff Travis Comfort provided an update on Senate Bill 582, known as the Plastic Pollution and Recycling Modernization Act (RMA). Analyst Marshall explained that this legislation will be implemented gradually over the next several years, with no immediate impact on Tualatin. Mr. Comfort elaborated on recycling in Oregon, highlighting its inception in 1983 and the establishment of recycling standards in 1991. He outlined the key provisions of the RMA, including the creation of a statewide collection list, extension of producer responsibility, and development of uniform outreach and education materials.

Mr. Comfort discussed the Producer Responsibility Organizations (PROs), which are mandated for identified companies to join and pay fees to administer the statewide program for covered products. He also introduced the new uniform statewide collection list, emphasizing the importance of ensuring that all materials are clean, empty, and dry to prevent contamination.

Mr. Comfort detailed the Contamination Management Fee, which PROs pay to compensate facilities for the costs of removing and disposing of contaminated covered products, estimated at \$374 per ton for the 2025 and 2026 program years. He also mentioned the Processor Commodity Risk Fee, paid by PROs to processing facilities to share in the costs of fully processing recyclables, estimated at \$201 per ton for the same period.

Mr. Comfort highlighted plans to increase public access to depots and the requirement for them to accept all items. He noted PROs will be assisting in funding depot expansions. Additionally, he discussed the mandatory education and outreach efforts by PROs, including the standardization of outreach materials.

Councilor Gonzalez inquired about why paper shreds are not recyclable. Mr. Comfort explained that while paper shreds can be dropped off at a depot, they pose a challenge when placed in recycling trucks due to the likelihood of the materials flying out.

Councilor Brooks inquired about the locations for the depot expansions. Mr. Comfort clarified that the specific locations have not yet been determined but will be decided in the near future.

Council President Pratt raised a question about the acquisition of land for the depots. Mr. Comfort mentioned that the PROs will cover the costs for securing the sites.

Mayor Bubenik sought clarification on the high cost of the fees. Mr. Comfort indicated that the estimates for the fees are provided by the Department of Environmental Quality (DEQ).

Councilor Gonzalez asked if this initiative will generate revenue. Mr. Comfort clarified that while there will be fees involved, the overall costs will remain the same.

Mayor Bubenik asked about the timeline for the rollout of the program. Mr. Comfort stated that the planned rollout date is July 1, 2025.

Mayor Bubenik inquired about the compliance status of surrounding cities and how it would impact Tualatin if they choose to not comply. Mr. Comfort explained that the PROs are tasked with covering the costs associated with establishing the depots. He noted that surrounding cities to Tualatin have opted in and are making preparations to implement the new depots.

Council President Pratt stated she is concerned about compliance.

## 2. Update on the Planning Division's development short-term code update bundle.

Assistant Community Development Director Steve Koper and Senior Planner Erin Engman presented a bundle of code updates. Planner Engman outlined the project's purpose, which includes expanding the hours of operation for retail sales of cannabis facilities and medical dispensaries, adding commercial recreation as a limited use in the General Commercial (CG) zone, and including Durable Good sales in the Central Commercial (CC) and Mixed Use Commercial (MUC) zones. She explained that various requests to amend the code were received last year from property and business owners, and based on the direction given during

the January 22<sup>nd</sup> Council work session, staff proceeded with implementing the bundle of projects.

Planner Engman provided an overview of draft amendments to code chapters, including updates to use categories, the Central Commercial Zone, General Commercial Zone, Mixed Use Commercial Zone, and Cannabis Facilities. She outlined the next steps in the process, which include drafting findings, a public comment period, Planning Commission recommendations, and a Council hearing scheduled for April. Planner Engman stated staff is seeking confirmation on the directed changes.

Councilor Brooks asked about screening and sound buffer requirements for a pickleball facility. Planner Engman explained that fence screening and quiet hours are being recommended to curtail potential nuisances.

Councilor Brooks asked about regulations for green houses, particularly in relation to the failed attempt for a community garden and the school. Planner Engman speculated it could have been related to accessibility issues.

Councilor Brooks asked for the difference between the development code and building code. Planner Engman stated the development code looks at site development related to land use and the building code looks at building development related to fire life safety.

Councilor Brooks stated she is favor of moving the code updates forward.

Councilor Gonzalez stated he is favor of the updates, especially related to the allowing of pickleball courts.

Councilor consensus was reached to move the code updates forward.

### 3. Stafford Area Update

City Manager Sherilyn Lombos provided an update on the Stafford Area, an approximately 4,500-acre region located in the northwest unincorporated area of Clackamas County. She stated Tualatin's involvement in discussions concerning this area are due to its proximity the city boundary. Manager Lombos stated in 2012, the Stafford Area was designated as an urban reserves area by Metro and affirmed by the State. She stated the surrounding cities appealed this decision due to concerns about the area's ability to meet transportation requirements. As a result, the decision was sent to LCDS, which remanded it back to the counties.

Manager Lombos stated following the LCDC decision a five-party facilitated dialogue involving Metro, Clackamas County, Tualatin, Lake Oswego, and West Linn was initiated. In 2017, the cities signed a five-party agreement, which stipulated that the cities would control the timing of planning and urbanization. This agreement also outlined requirements for concept and public facilities planning and is effective until 2060. Subsequently, in 2019, the three cities entered into an agreement implementing the five-party agreement, which requires coordination of concept planning, identification of "areas of interest" for each city, and a method of dispute resolution.

Manager Lombos stated transportation is the primary concern, particularly regarding the widening of I-205. Planning for the area has been divided into sections north and south of the Tualatin River. Development south of the river is contingent upon the completion of the I-205 project, including preliminary design approval, funding identification, and construction scheduled

within two years. For areas north of the river, development cannot proceed until December 2028, subject to meeting I-205 conditions.

Manager Lombos noted ongoing litigation filed by David Marks in 2020, challenging the validity of the three-party IGA which has been appealed several times and is now back with LCDS for a decision this year. Regardless, concerns persist around the cost of public infrastructure, existing traffic issues, transportation infrastructure needed for growth, and the unfunded status of the I-205 project. Manager Lombos stated that despite questions about the necessity of expansion to meet Tualatin's housing needs, the existing land will accommodate future needs.

Manager Lombos stated potential next steps could include discussions with other cities and the county to review current status, short and long-term plans, ongoing legislative sessions, and boundaries or areas of interest.

Councilor Brooks emphasized the importance of understanding the implications of the Stafford Area and questioned the origin of the current discussion. However, she expressed a lack of interest in engaging in the conversation at this time.

Council President Pratt raised concerns about the timing of the discussion, particularly considering the pending legal decision and transportation challenges in the area.

Councilor Gonzalez suggested that the resurgence of the discussion is linked to ongoing talks about I-205 tolling, which could influence decision-making.

Councilor Sacco echoed the sentiment of waiting for the conclusion of the current litigation before delving into further discussions.

Mayor Bubenik noted the extended period since the three cities last engaged in discussions and emphasized the need for all parties to come together to reassess the situation.

Councilor Reyes expressed support for collaborative communication among the cities to check in on the issue.

Councilor Pratt advocated for waiting for the outcome of the Marks case before proceeding with discussions.

Councilor Brooks expressed reluctance to lead the discussion at this time and suggested utilizing city staff resources for other purposes, indicating that the current timing may not be appropriate.

## PUBLIC COMMENT

Ken Allen stated this area is an opportunity for the city to take a leadership role and help shape what the area will look like.

Rick Cook stated there is a community vision plan for the Stafford-Hamlet Area that needs to be considered and embraced when making decisions for the area.

## COUNCIL DISCUSSION

Council President Pratt expressed reluctance to allocate funds for further studies that might become obsolete given the dependency on I-205 funding.

Councilor Reyes inquired about the potential need for additional staff to facilitate discussions.

Councilor Gonzalez expressed openness to a check-in with the other cities.

Councilor Sacco advocated for waiting until the litigation concludes before engaging in further discussions.

Both Councilor Brooks and Council President Pratt reiterated their disinterest in having discussions at the present time.

The Council's decision on whether to proceed with another discussion was divided.

City Attorney Kevin McConnell provided insight into the status of the litigation, suggesting that it could extend beyond the current year.

Councilor Reyes suggested that the City Manager and Mayor could communicate with the other cities to gauge their readiness and envision future steps.

Councilor Brooks suggested that if the other cities express interest, they could initiate a meeting, but she believes that currently, there isn't a strong appetite for discussion.

The discussion was tabled until after the legislative session.

### **Council Communications**

Councilor Brooks spoke to concerns presented to her regarding expenses for a traffic circle being put in the stafford area and how much that would cost the city. She stated she would share the information she has with the Council regarding the discussion.

Councilor Sacco stated the second annual Pride Stride has been set for June 22.

### **Adjournment**

Mayor Bubenik adjourned the meeting at 9:00 p.m.

Sherilyn Lombos, City Manager

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

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



## CITY OF TUALATIN Staff Report

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

**THROUGH:** Sherilyn Lombos, City Manager

**FROM:** Nicole Morris, Deputy City Recorder

**DATE:** 3/25/2024

---

**SUBJECT:**

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

**RECOMMENDATION:**

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

**EXECUTIVE SUMMARY:**

Sushi Toro has submitted a liquor license application under the category of limited on-premises. This would permit them to sell factory-sealed malt beverages, wine, and cider at retail to individuals in Oregon for consumption on the license premises. The business is located at 19239 SW Martinazzi Ave. The application is in accordance with provisions of Ordinance No. 680-85 which establishes procedures for liquor license applicants. Applicants are required to fill out a City application form, from which a review by the Police Department is conducted, according to standards and criteria established in Section 6 of the ordinance. The Police Department has reviewed the new liquor license application and recommended approval. According to the provisions of Section 5 of Ordinance No. 680-85 a member of the Council or the public may request a public hearing on any of the liquor license requests. If such a public hearing request is made, a hearing will be scheduled and held on the license. It is important that any request for such a hearing include reasons for said hearing.

**FINANCIAL IMPLICATIONS:**

A fee has been paid by the applicant.

---

**ATTACHMENTS:**

- Application
- Vicinity Map



# CITY OF TUALATIN

## LIQUOR LICENSE APPLICATION

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

Date February 15, 2024

**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 # 346844  
☐ Temporary License - \$35.00 Application Fee.

### SECTION 2: DESCRIPTION OF BUSINESS

Name of business (dba): Toro Sushi  
Business address 19239 SW Martinazzi Ave City Tualatin State OR Zip Code 97062  
Mailing address 15379 SW Turnagain Dr City Portland State OR Zip Code 97224  
Telephone # 503-442-4031 Fax # N/A  
Email mscs1111@naver.com  
Name(s) of business manager(s) First Sun Middle Wha Last Park

Type of business Sushi restaurant  
Type of food served sushi, bento, appetizers and soups  
Type of entertainment (dancing, live music, exotic dancers, etc.) none  
Days and hours of operation Mon - Sat 11:00am - 2:00pm 4:30pm - 9:00pm  
Food service hours: Breakfast N/A Lunch 11:00am - 2:00pm Dinner 4:30pm - 9:00pm  
Restaurant seating capacity 59 Outside or patio seating capacity 0  
How late will you have outside seating? N/A How late will you sell alcohol? 9pm

How many full-time employees do you have? 6 Part-time employees? 2

### SECTION 3: DESCRIPTION OF LIQUOR LICENSE

Name of Individual, Partnership, Corporation, LLC, or Other applicants MSCS 2024 LLC

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

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

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

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

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

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

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

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

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

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

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

(a) Name and business address of registered agent.

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

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

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

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

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

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

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

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

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

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

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

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

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

Full name: Sun Wba Park

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

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

#### SECTION 4: APPLICANT SIGNATURE

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

\_\_\_\_\_  
Signature of Applicant \_\_\_\_\_ Date February 15, 2024

#### For City Use Only

Sources Checked:

☒ DMV by [Signature] ☒ LEDS by [Signature] ☒ TuPD Records by [Signature]  
☒ Public Records by [Signature]



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



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

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

☒ **Granted**

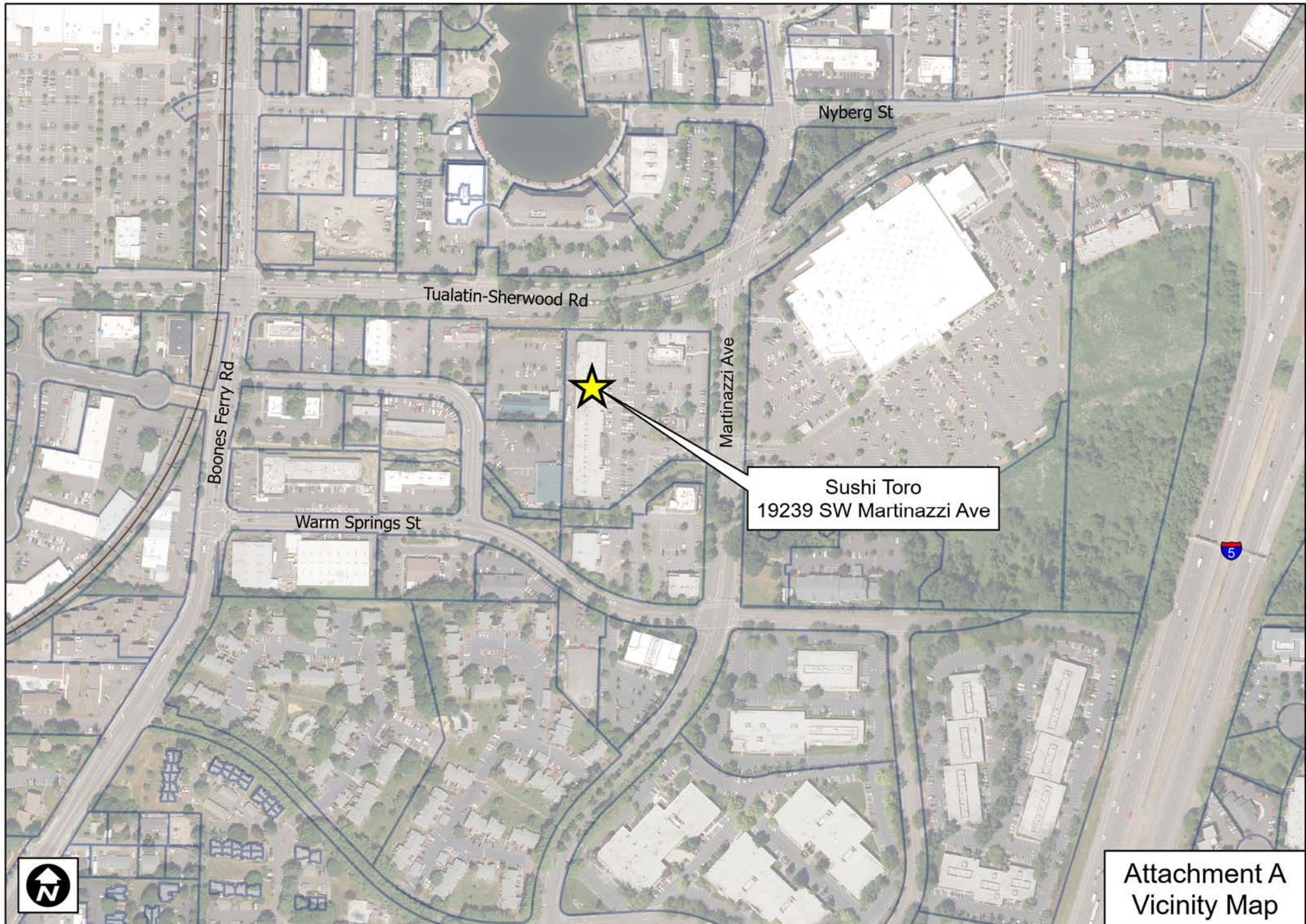
☐ **Denied**

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

\_\_\_\_\_  
Signature

Greg Pickering  
Chief of Police  
Tualatin Police Department

2/22/24  
Date





## CITY OF TUALATIN Staff Report

**TO:** Honorable Mayor and Members of the City Council  
**THROUGH:** Sherilyn Lombos, City Manager  
**FROM:** Nicole Morris, Deputy City Recorder  
**DATE:** March 25, 2024

---

**SUBJECT:**

Consideration of Approval of Late Liquor License Renewals for 2024

**RECOMMENDATION:**

Staff respectfully recommends the Council approve endorsement of the liquor license renewals for 2024 as listed in Attachment A.

**EXECUTIVE SUMMARY:**

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

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

**FINANCIAL IMPLICATIONS:**

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

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**ATTACHMENTS:**

-Attachment A- Liquor License Late Renewals 2024

## 2024 Liquor License Renewals- 03.25.2024

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76 of Tualatin / Pacific Northwest Petroleum Inc.
Akira Sushi / Akira Powell Inc.
Ancestry Brewing / Brew Abyss LLC
Casa Colima Restaurant / Casa Colima Inc.
El Juan Colorado / Cardiel's Corp
Jacksons Food Stores #533 / Jacksons Foo Stores #533
La Isla Bonita Mexican Restaurant / Mendoza Corporation
Lugano Café / Orca Semiconductor LLC
Mod Pizza / Mod Super Fast Pizza LLC
Safeway #1047 / Safeway Inc.
Shari's #242 / Shari's Restaurant Corp.
Stars Cabaret Bridgeport / SCTO Inc.
Woven Wineworks / Covey Ridge Vineyard, LLC
X Golf Tualatin / Clubhouse Partners PDX LLC
La Industria / Saint Irene LLC



## CITY OF TUALATIN Staff Report

**TO:** Honorable Mayor and Members of the City Council  
**THROUGH:** Sherilyn Lombos, City Manager  
**FROM:** Stacy Ruthrauff, Human Resource Director  
**DATE:** 3/25/2024

---

**SUBJECT:**

Consideration of **Resolution No. 5761-24** Authorizing modifications to the employment agreement with the City Manager.

**RECOMMENDATION:**

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

**EXECUTIVE SUMMARY:**

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

**FINANCIAL IMPLICATIONS:**

Provisions of the amendment will be incorporated into the budget amendments for Fiscal Year 2023-24, if needed, and will be programmed into the Proposed FY 2024-25 budget.

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**ATTACHMENTS:**

-Resolution No. 5761-24 Approving Modifications to the Employment Agreement with the City Manager.

RESOLUTION NO. 5761-24

RESOLUTION APPROVING MODIFICATIONS TO EMPLOYMENT  
AGREEMENT WITH CITY MANAGER

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

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

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

WHEREAS, the City Council and City Manager desire to amend the terms of the Employment Agreement.

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

Section 1. The Employment Agreement is amended in the following manner, effective with the pay period beginning March 30, 2024:

Section 3. Compensation

- a. The City Council will review Employee's job performance and compensation during the first quarter of every even-numbered year.
- b. The City agrees to pay Employee an annual base salary of \$194,966 for the performance of the above-mentioned services payable in installments at the same time that the other management employees of the City are paid.
- c. The City agrees to include the City Manager position into the non-represented management group of the HRA-VEBA.
- d. The City agrees to pay \$16,453 into the deferred compensation plan administered by the City's deferred compensation provider, divided in installments at the same time other management employees of the City are paid.
- e. The City agrees to pick up the employee contribution of Oregon PERS.
- f. Any adjustments to compensation will modify Section 3 of Employee's Employment Agreement by resolution of the City Council.

Section 4. Benefits

- e. Employee's duties require that she shall have the use at all times during her employment with the City of a city-owned automobile. The City shall also provide the employee with an annual vehicle allowance in the amount of \$5,000, evenly distributed over 26 pay periods each fiscal year, which she may use for payment for liability, property damage and comprehensive insurance and for the operation, maintenance, repair, and regular replacement of her private automobile.
- f. The City will provide an annual stipend of \$1,000, evenly distributed over 26 pay periods each fiscal year, towards the purchase and contract service of a cellular phone, with the expectation that the employee will utilize such device for communications on City business.

Section 2. Except as amended hereby, the Employment Agreement executed on November 13, 2006 shall remain in full force and effect.

INTRODUCED AND ADOPTED this 26th day of March, 2024.

CITY OF TUALATIN, OREGON

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

APPROVED AS TO FORM:

ATTEST:

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

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



## CITY OF TUALATIN Staff Report

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

**THROUGH:** Sherilyn Lombos, City Manager

**FROM:** Cody Field, Management Analyst II

**DATE:** March 25, 2024

---

**SUBJECT:**

Consideration of Resolution 5762-24 accepting grant funds from the Department of Land Conservation and Development for Transportation System Plan Equitable Engagement and appropriating Special Purpose Revenues in the City's Road Operating Fund during the FY 2023-24 Budget

**EXECUTIVE SUMMARY:**

The City's Transportation System Plan (TSP) project team has partnered with the Department of Land Conservation and Development (DLCD) to develop a grant application for additional funding to expand the scope of the City's TSP engagement efforts, to ensure compliance with the Land Conservation and Development Commission's (LCDC) Climate-Friendly and Equitable Communities program (CFEC).

The City's grant application requested funds specifically to support engagement with the TSP Community Advisory Committee (CAC) and to conduct additional affinity focus groups to provide meaningful opportunities for diverse and historically excluded community members to share perspectives that will inform project decisions. These groups will continue to engage the community members assembled for the first round of affinity groups focusing on: Latino, renters, regular transit users, or BIPOC more broadly.

DLCD will award the City \$25,000 in additional funding to complete the work outlined in Attachment A of the grant agreement.

**FINANCIAL IMPLICATIONS:**

Acceptance of this grant award will contribute an additional \$25,000 toward the City's equitable engagement efforts. The attached resolution also appropriates the special purpose revenues in the Road Operating Fund, Capital Outlay category.

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**ATTACHMENTS:**

- Resolution 5762-24
- CFEC-25-009 Tualatin Grant Agreement

RESOLUTION NO. 5762-24

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT WITH DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT FOR CLIMATE-FRIENDLY AND EQUITABLE COMMUNITIES GRANT FUNDS; AND APPROPRIATING SPECIAL PURPOSE REVENUES IN THE CITY'S ROAD OPERATING FUND DURING THE FY 2023-24 BUDGET

WHEREAS, the Department of Land Conservation and Development (DLCD) awarded the City of Tualatin \$25,000.00 in grant funds for enhanced equitable engagement related to the City's Transportation System Plan update;

WHEREAS, the City will receive \$25,000.00 in specific purpose revenues from DLCD to be used for its equitable engagement efforts;

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

WHEREAS, the City of Tualatin desires to participate in this grant program to elicit diverse participation while engaging the community.

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

**Section 1.** The City Manager, or designee, is authorized to execute the grant agreement with the Department of Land Conservation and Development, and make amendments, as needed. The City Manager, or designee, is further authorized to create and implement programmatic policies as needed or required to implement the intent of the grant agreement.

**Section 2.** Adjustments to the adopted 2023-24 budget should be made as follows:

Road Operating Fund Revenues: \$25,000

Road Operating Fund Expenditures, Capital Outlay: \$25,000

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

Adopted by the City Council this 25<sup>th</sup> day of March, 2024.

CITY OF TUALATIN, OREGON

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

APPROVED AS TO FORM

ATTEST:

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

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

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STATE OF OREGON  
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT



**2023-2025 Climate-Friendly and Equitable Communities Grant**

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<b>AGREEMENT COVER SHEET</b> This cover sheet is informational and not a part of the agreement	
<b>Offer Date: 3/6/2024</b>	<b>Grant No. CFEC-25-009</b>
<b>Grantee</b> City of Tualatin 18880 SW Martinazzi Ave Tualatin, OR 97062	<b>DLCD Planning Grants Coordinator</b> Ashley Edwards 971-718-4194 <a href="mailto:ashley.edwards@dlcd.oregon.gov">ashley.edwards@dlcd.oregon.gov</a>
<b>GRANT AMOUNT: \$25,000.00</b>	<b>CLOSING DATE: May 31, 2025</b>

**INSTRUCTIONS – READ CAREFULLY**

In order to receive this grant, Grantee must sign this Agreement and scan it and e-mail it to DLCD at [Ashley.edwards@dlcd.oregon.gov](mailto:Ashley.edwards@dlcd.oregon.gov) within thirty (30) days of the Offer Date. Alternatively, the signed Agreement may be mailed to:

Ashley Edwards  
Department of Land Conservation and Development  
635 Capitol St. NE, Suite 150  
Salem, OR 97301

If the Agreement is not signed and returned without modification by Grantee by the due date, DLCD may withdraw the grant offer. Upon receipt of the signed Agreement, the DLCD Planning Grants Coordinator will obtain a countersignature for the Agreement and return an electronic file containing the executed Agreement to Grantee.

STATE OF OREGON  
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT

**2023-2025 CLIMATE-FRIENDLY AND EQUITABLE COMMUNITIES GRANT  
AGREEMENT**

**DLCD Grant Number:** CFEC-25-009

**City of Tualatin**

This agreement ("Agreement") is made and entered into by and between the **State of Oregon, acting by and through its Department of Land Conservation and Development**, hereinafter referred to as "DLCD," and **City of Tualatin**, hereinafter referred to as "Grantee," and collectively referred to as the "Parties."

1. **Effective Date and Availability of Grant Funds.** This Agreement is effective on the date on which every party has signed this Agreement and all required State approvals have been obtained ("Effective Date"). Grant Funds under this Agreement are available for eligible costs as defined in Sections 4 and 6 incurred beginning on the Effective Date and ending on the earlier of the termination of this Agreement or the Project End Date provided in Attachment A. DLCD's obligation to disburse Grant Funds under this Agreement ends 60 days after the earlier of termination of this Agreement or the Project End Date.
2. **Agreement Documents.** The Agreement consists of this agreement (without any attachments) and the following Attachments, all of which are attached hereto and incorporated by reference:

Attachment A: **Project Description and Budget**  
Attachment B: **DLCD Contact Names and Addresses**  
Attachment C: **Payment Request Form and Instructions**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows: this Agreement without Attachments; Attachments as listed, in descending order of precedence.

3. **Grant Funds.** The maximum, not-to-exceed, grant amount that the DLCD will pay to Grantee is **\$25,000.00** (the "Grant Funds"). Disbursements will be made only in accordance with the schedule and requirements contained in this Agreement, including Attachment A.
4. **Project.** The Project is described in Attachment A. Grant Funds may be used solely for the Project described in Attachment A and may not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by DLCD by amendment pursuant to Section 9 hereof. Grantee agrees to implement the Project in accordance with the terms and conditions of this Agreement and complete the Project no later than the Project End Date.
5. **Reports.** Grantee shall submit the reports required by this section to the DLCD Project Manager and DLCD Planning Grants Coordinator in writing by personal delivery, e-mailing, or mailing at the address or number set forth in Attachment B or to such other addresses or numbers as DLCD may specify by notice to Grantee in accordance with Section 8 hererof.

- a. **Financial Reimbursement Reports.** In order to receive payment, Grantee must submit to DLCD payment requests for Products as provided in Attachment A, on the form provided in Attachment C. Grantee shall submit a final payment request to DLCD within 30 days after the termination of the Agreement or the Project End Date, whichever is earlier, on the form provided in Attachment C.

**6. Disbursement and Recovery of Grant Funds.**

- a. **Disbursement Generally.** DLCD will disburse the Grant Funds as reimbursement for eligible costs incurred to produce Products in carrying out the Project, up to the amount provided in Section 3, and subject to the timelines and limits for each Task, as specified in Attachment A. Grantee may request a reimbursement after completion of a Product. Reimbursements will be made by DLCD within 30 days of DLCD's approval of a request for reimbursement. Eligible costs are the reasonable and necessary costs incurred by Grantee, during the period specified in Section 1, in performance of the Project and that are not excluded from reimbursement by DLCD, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** DLCD's obligation to disburse Grant Funds to Grantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
  - i. DLCD has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, to make the disbursement.
  - ii. Grantee is in compliance with the terms of this Agreement.
  - iii. Grantee's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
  - iv. Grantee has provided to DLCD a request for reimbursement in accordance with Section 5.b hereof. Grantee must submit its final request for reimbursement no later than 30 days after the earlier of termination of this Agreement or the Project End Date. Grantee will not disburse Grant Funds in response to reimbursement requests submitted after that date.

**7. Representations and Warranties of Grantee.** Grantee represents and warrants to DLCD as follows:

- a. **Organization and Authority.** Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's organizational documents, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or

registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

- 8. **Notices.** Except as otherwise expressly provided in this Agreement, any notices to be given hereunder shall be given in writing by personal delivery, e-mailing, or mailing the same by registered or certified mail, postage prepaid, to the Grantee's Grant Representative or DLCD's Planning Grants Coordinator, as the case may be, at the address or number set forth in Attachment B, or to such other addresses or numbers as either party may indicate pursuant to this section. Any notice delivered by e-mail shall be effective on the day the party receives the transmission if the transmission was during normal business hours of the receiving party, or on the next business day if transmission was outside normal business hours of the receiving party. Any notice given by personal delivery shall be effective when actually delivered. Any notice given by mail shall be effective three days after deposit in the mail.
- 9. **Amendments.** The terms of this Agreement will not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the Parties (or in the case of a waiver, by the party against whom the waiver is sought to be enforced). If the Grantee wishes to amend the Agreement, the Grantee must submit a written request, including a justification for any amendment, to the DLCD Planning Grants Coordinator at least 90 calendar days before the Project End Date.

#### 10. Default.

- a. Any of the following constitutes a default of Grantee:
  - i. Misleading Statement. Any materially false or misleading representation is made by or on behalf of the Grantee in this Agreement or any document provided by Grantee related to this Agreement.
  - ii. Failure to Perform. The Grantee fails to perform, observe, or discharge any of its covenants, agreements or obligations under this Agreement, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Grantee by DLCD. DLCD may agree in writing to an extension of time if it determines Grantee instituted and has diligently pursued corrective action.
- b. DLCD will be in default under this Agreement if it fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement.

#### 11. Ownership of Product(s).

- a. **Definitions.** As used in this Section 11 and elsewhere in this Agreement, the following terms have the meanings set forth below:

- i. **“Grantee Intellectual Property”** means any intellectual property owned by Grantee and developed independently from the Project.
  - ii. **“Third Party Intellectual Property”** means any intellectual property owned by parties other than DLCD or Grantee.
  - iii. **“Product(s)”** means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Grantee is required to deliver to DLCD or create pursuant to the Project, including but not limited to any Product(s) described in Attachment A.
- b. **Non-Exclusive License.** Grantee hereby grants to DLCD, under Grantee Intellectual Property and under intellectual property created by Grantee pursuant to the Project, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Product(s) for governmental purposes, and to authorize others to do the same on DLCD’s behalf. If a Product(s) created by Grantee pursuant to the Project is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee shall secure on DLCD’s behalf and in the name of DLCD an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display, for governmental purposes, the pre-existing elements of the Third Party Intellectual Property employed in the Product(s), and to authorize others to do the same on DLCD’s behalf. If a Product(s) is Third Party Intellectual Property, Grantee shall secure on DLCD’s behalf and in the name of DLCD, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display, for governmental purposes, the Third-Party Intellectual Property, and to authorize others to do the same on DLCD’s behalf.

## 12. Contribution

- a. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third Party Claim”) against DLCD or Grantee with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to that Party’s liability with respect to the Third-Party Claim.
- b. With respect to a Third Party Claim for which DLCD is jointly liable with Grantee (or would be if joined in the Third Party Claim), DLCD shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Grantee in such proportion as is appropriate to reflect the relative fault of DLCD on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of DLCD on the one hand and of Grantee on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent

the circumstances resulting in such expenses, judgments, fines or settlement amounts. DLCD's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if DLCD had sole liability in the proceeding.

- c. With respect to a Third Party Claim for which Grantee is jointly liable with DLCD (or would be if joined in the Third Party Claim), Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by DLCD in such proportion as is appropriate to reflect the relative fault of Grantee on the one hand and of DLCD on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Grantee on the one hand and of DLCD on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

**13. Recovery of Grant Moneys.** Any Grant Funds disbursed to Grantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination of this Agreement or the Project End Date must be returned to DLCD. Grantee shall return all Misexpended Funds to DLCD promptly after DLCD's written demand and no later than thirty (30) days after DLCD's written demand. Grantee shall return all Unexpended Funds to DLCD within thirty (30) days after the earlier of termination of this Agreement or the Project End Date.

**14. Termination:**

- a. **DLCD's Right to Terminate.** DLCD may terminate this Agreement effective upon written notice of termination to Grantee, or at such later date as may be established by DLCD in such written notice, if:
  - i. DLCD fails to receive funding, appropriations, limitations, allotments, or other expenditure authority at levels sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, to continue to make disbursement under this Agreement; or
  - ii. Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- b. **DLCD's Right to Terminate for Cause.** In addition to any other rights and remedies DLCD may have under this Agreement, DLCD may terminate this Agreement immediately upon written notice by DLCD to Grantee, or at such later date as DLCD may establish in such notice, after the occurrence of any of the following events:
  - i. **Grantee is in default** because Grantee institutes or has instituted against its insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;

- ii. **Grantee is in default** because Grantee commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement, fails to perform any of its obligations under this Agreement within the time specified herein or any extension thereof, or so fails to pursue its work hereunder as to endanger Grantee's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within thirty (30) calendar days after DLCD's notice, or such longer period as DLCD may specify in such notice.
  - c. **Grantee's Right to Terminate for Cause.** Grantee may terminate this Agreement by written notice to DLCD if:
    - i. The requisite local funding or match, if any, to continue the Project becomes unavailable to Grantee.
    - ii. Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
    - iii. DLCD is in default because DLCD fails to pay Grantee any amount due pursuant to the terms of this Agreement, and DLCD fails to cure such failure within thirty (30) calendar days after Grantee's notice or such longer period as Grantee may specify in such notice.
  - d. **Termination by Mutual Consent.** This Agreement may be terminated at any time by mutual consent of the Parties.
  - e. **Termination** under Section 14 shall be without prejudice to any claims, obligations, or liabilities either party may have incurred prior to such termination.
15. **Accounting and Fiscal Records:** Grantee shall maintain its fiscal records related to this Agreement in accordance with generally accepted accounting principles. The Grantee shall maintain records of the receipt and expenditure of all funds subject to this Agreement for a period of six (6) years after the Project End Date, or for such longer period as may be required by applicable law or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Accounting records related to this Agreement will be separately maintained from other accounting records.
16. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between DLCD (or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
17. **Audit.** The Oregon Secretary of State, Attorney General of the State of Oregon and the Director of DLCD or any other duly authorized representative of DLCD shall have access to and the right to examine any records of transactions related to this Agreement for six (6) years after the final disbursement of Grant Funds under this Agreement is authorized by DLCD.

18. **Counterparts.** This Grant 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.
19. **Survival.** All agreements, representations, and warranties of Grantee shall survive the execution and delivery of this Agreement, any investigation at any time made by DLCD or on its behalf and the making of the Grant.
20. **Successors and Assigns.** Recipient may not assign this Agreement or any right hereunder or interest herein, in whole or in part, without the prior written consent of DLCD. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.
21. **Validity and Severability.** If any provision of this Agreement is held to be invalid, such event shall not affect, in any respect whatsoever, the validity of the remainder of this 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.
22. **Relationship of the Parties.** Nothing contained in this Agreement, or any acts of the parties hereto shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture or of any other association other than that of independent contracting parties.
23. **No Third-Party Beneficiary Rights.** No person not a party to this Agreement is an intended beneficiary of this Agreement, and no person not a party to this Agreement shall have any right to enforce any term of this Agreement.

### DLCD Climate-Friendly & Equitable Communities Grant Information and Signature Page

This grant, approved by the Director of DLCD, acting on behalf of the Land Conservation and Development Commission, constitutes an obligation of funds in return for the work described herein. By signing the document, Grantee agrees to comply with the provisions contained in and attached to this Agreement. Upon acceptance by Grantee, the signed Agreement shall be returned to DLCD.

By signing this Agreement, the Parties each represents and warrants that it has the power and authority to enter into this Agreement and that the Agreement is executed by its duly authorized representative. By signing the document, Grantee agrees to comply with the terms of this Agreement.

Grantee Jurisdiction Name	E-mail Address	
Mailing Address, City, State, Zip code		
Telephone Number	Fax Number	
Print Name of Authorized Official for the Grantee	Title	Date
Signature of Authorized Official for the Grantee		
Print name of Authorized Official for DLCD Brenda Bateman	Title Director	Date
Signature of Authorized Official for DLCD		

## **2023-2025 Climate-Friendly and Equitable Communities Grant**

### **Project Description and Budget**

#### **SUMMARY, BACKGROUND, OBJECTIVE, AND OVERVIEW**

##### **Program Summary**

The Land Conservation and Development Commission launched the Climate-Friendly and Equitable Communities program to make progress toward Oregon’s statutory climate policy and goals, boost housing and transportation choices, and increase equitable land use outcomes. The Commission directed the Department of Land Conservation and Development to improve rules governing Oregon’s planning system in Oregon’s eight most populated areas (Albany, Bend, Corvallis, Eugene-Springfield, Grants Pass, Medford-Ashland, Portland Metro, and Salem-Keizer).

The program and rules require cities and counties to update their land use regulations to meet updated requirements provided in Oregon Administrative Rules (OAR) 660-012.

The following scope of work describes activities and deliverables The City of Tualatin (“Grantee”) will complete as a participant in the Climate-Friendly and Equitable Communities program.

##### **Project Background**

The City of Tualatin is updating its Transportation System Plan (TSP) in accordance with Oregon’s revised Transportation Planning Rules (TPRs). Tualatin’s TSP will be a major update, allowing the city to respond to changes in local, regional and state conditions by ensuring that the plan can adequately respond to community needs, changes in transportation patterns, and population growth. The update will also identify gaps in the transportation system and will establish a list of projects needed to address these gaps. The process will allow community members to provide input and voice their concerns regarding the most pressing transportation needs in the City.

To that end, the City developed a Community Engagement Plan (as required by the TPRs) designed explicitly to elicit diverse participation using in-person, hybrid, and virtual formats to engage the community. The public engagement strategy will also include educational efforts to help the community understand the existing system, the complexity of instituting significant changes, and the challenges of financing large-scale projects.

##### **Project Objective**

The Community Engagement Plan (“Plan”) aims to structure an equity-informed approach to support the development of the Tualatin TSP. The City’s engagement strategy is in alignment with [Oregon Transportation Planning Rules Chapter 660, Division 12](#), which outlines state planning rules for transportation plans to center the voices of underserved populations through engagement. Consistent with this initiative are our proposed Guiding Principles for the Plan:

- Broad and meaningful engagement with the Tualatin community

- Inclusion of diverse perspectives by identifying barriers to engagement and implementing strategies that help break down those barriers
- Timely and effective communication with community members, CIOs, and other key interest groups
- Transparent decision-making processes
- Clear mechanisms for accountability

## Work Overview

From July 2023 through November 2023, the City completed phases one and two of the planning and engagement process. Phase one of the TSP update process was called the “Recruit” phase. In this phase, the project team publicized the TSP and began building the project contact list to solicit feedback in future engagement phases, and to invite community members to future events. Consultant team members tabled at community events like Viva Tualatin and National Night Out. The project website was also launched. During phase two, or the “Listen and Learn” phase, the project team shared more detailed educational materials about the TSP and existing transportation system, solicited feedback on the draft goals and plan priorities, and offered ideas for how the transportation system could change in the future. The project team also conducted a community survey, held an in-person workshop, attended several mobile outreach events, conducted three affinity focus groups for diverse and historically excluded community members, and established the City’s Community Advisory Committee (CAC).

Phase three, or the “Reflect” phase, will begin in spring 2024. The project team will get community feedback on prioritization, and help connect the dots for how the Tualatin TSP projects are addressing themes from community engagement and community priorities. Phase four, planned for September through October 2024, is referred to as the “Refine” phase. During phase four, the project team will share the draft Tualatin TSP with the broad project list and seek to share the proposed complete plan with the community for feedback. The goal of this phase is to identify what we missed and what questions community members still have about the proposed project list and other policy changes. The project team will also conduct a few final in-person engagement activities.

Equitable engagement activities in the Reflect and Refine phases include:

- Sharing the Community Survey to get community feedback on project prioritization. The survey will be available both online and in print, in English and Spanish, and Distributed via a variety of methods, e.g., email, paper flyers, and social media announcements.
- In Person Workshop to share draft TSP projects and get community feedback on prioritization.
- 2 – 3 online stakeholder meetings with small groups.
- 2 – 3 “pop-up” or mobile outreach events at different outdoor locations in the community to reach the greatest number of participants. The format will have a clear, bilingual display of information and input methods that will allow participants to quickly learn about the project, and to provide meaningful input in a short timeframe.

In addition to the engagement activities listed above, the City and its consultant team recently agreed upon a budget amendment to modify and expand the scope of its public engagement efforts. The amendment includes six in-person CAC meetings, providing the committee an opportunity to offer active, direct feedback on key pieces of the TSP to shape Plan outcomes. The CAC is a diverse committee comprising of members from the BIPOC community, community members who rent, low income

community members, community members with disabilities, community members identifying as LGBTQ+, senior community members, and community members who rely on public transit.

Additionally, Community Engagement Liaisons will conduct three additional 1.5-hour affinity focus groups focusing on: Latino, renters, regular transit users, or BIPOC more broadly.

In addition to the second round of focus groups, CELs will identify opportunities to engage community members either by phone or at local gathering places to gather personalized feedback during Phase 2 Reflect and Phase 3 Refine in 2024. The details of this engagement will be specified in an update to the public engagement plan. CELs staff will attend 1-2 meetings with City and consultant team for each phase (2-4 meetings total).

This grant funds engagement activities led by Alta Planning & Design listed in the Project Schedule, Products, and Budget section below.

## **PROJECT ROLES AND RESPONSIBILITIES**

**Grantee:** Overall management of the Project shall be the responsibility of the Grantee. The Grantee shall appoint a Project Manager to be the principal contact person representing the Grantee on all matters relating to the Project.

Specific project management duties of the Grantee include:

- a. Coordinating project schedule and deliverables;
- b. Coordinating City staff;
- c. Noticing, scheduling, and managing meetings and work tasks. Activities include preparing and distributing meeting notices, agendas, and summaries; and meeting facilitation.

**DLCD:** DLCD will provide financial, administrative, and technical assistance to the Project. DLCD will participate in advisory committees as capacity allows. Additional technical assistance may be provided as requested by the Grantee. DLCD will review Grantee's work, invoices, and progress reports. Additionally, DLCD will review the Grantee's performance and deliverables prior to paying invoices received by the Grantee.

## **PROJECT REQUIREMENTS**

Grantee agrees to carry out the Project and submit Products in accordance with the requirements in this section.

1. Grantee shall produce and submit to DLCD those Products as specified in this Agreement and this Project Description and Budget.
2. Grantee shall provide copies of all final Product(s) produced under this Agreement to DLCD in the manner described in this Project Description and Attachments A and B.
3. All final reports, studies, and other documents produced under the Project shall indicate on the cover or the title page an acknowledgement of the financial assistance provided by DLCD by bearing the following statement: "This project is funded by Oregon general fund dollars through the

Department of Land Conservation and Development. The contents of this document do not necessarily reflect the views or policies of the State of Oregon.”

4. Grantee shall identify the location of the originals of any Product(s) if a copy is submitted to DLCD or if the product is one-of-a-kind document.
5. Grantee shall provide all letters, memos, reports, charts, products and maps produced under this Agreement in a digital media format.
6. Grantee shall obtain DLCD approval of any chosen facilitator, contractor, or consultant before signing an agreement or contract to perform all or a portion of the Project.
7. Grantee shall provide a legible copy of the signed agreement between the jurisdiction and the contractor no later than three business days after both parties have signed the agreement.
8. Grantee shall, in performing the Project under this Agreement, ensure consistent, coordinated use of population, employment, housing, and land needs projections associated with the following activities: (1) the periodic review work programs and related tasks; (2) the transportation system plans being prepared pursuant to OAR 660-012-0000; (3) any post-acknowledgment plan and land use regulation amendments proposed by the Grantee.
9. Any notice issued by Grantee eligible for reimbursement under ORS 227.186 – Notice to city property owners for costs incurred for Measure 56 – is not reimbursable under this Agreement.
10. Any notice issued by Grantee eligible for reimbursement under ORS 215.503 – Notice to county property owners for costs incurred for Measure 56 – is not reimbursable under this Agreement.
11. Grantee shall coordinate and provide notice to DLCD, City of Tualatin, and any other agencies and organizations listed of public meetings, workshops, work sessions, and hearings to develop, review or approve products prepared under this Agreement.
12. Grantee shall consult with the DLCD Project Manager in the development of Products and provide an opportunity for timely review of all draft Products.

## **PROJECT SCHEDULE, PRODUCTS, AND BUDGET**

### **Project Schedule**

The schedule identified in this section of this Project Description will be observed. DLCD may require an amendment to this Agreement if the timeframes in the schedule are not satisfied. The Project End Date is **May 31, 2025**.

### **Task 1: Public Engagement – Community Advisory Committee**

The Transportation Community Advisory Committee (CAC) will serve as a community sounding board to guide the TSP.

The CAC will be an opportunity to offer active, direct feedback on key pieces of the TSP to shape Plan outcomes. Specific expectations include:

- Provide feedback on draft goals and plan priorities.
- Review the draft TSP projects and provide feedback on prioritization.
- Review the draft plan and confirm project recommendations.

The CAC will meet up to six times, for two hours each in person at the City of Tualatin. The first meeting is complete and covered transportation planning context. This grant covers up to five additional meetings. A second meeting will share and get input on goals and purpose of the TSP and seek input from members on their transportation challenges and questions. A third meeting will address project prioritization and a fourth meeting will present and seek feedback on the draft TSP. Up to two additional meetings will be scheduled as needed to continue discussion and address remaining needs. City shall share background and process update information ahead of meetings.

***Community Advisory Committee Deliverables:***

1. Copies of presentations and agendas for three to five CAC meetings
2. Copies of presentations of technical information at three to five CAC meetings (assumes 1 staff, in-person)
3. List of draft action items
4. Copies of notes from all CAC meetings held under this grant

***Community Advisory Committee Costs: \$9,960***

**Task 2: Affinity Focus Groups**

Community Engagement Liaisons (CELs), in collaboration with Alta, shall conduct 3 additional 1.5-hour affinity focus groups (i.e., groups sharing a common identity characteristic) of 7-10 participants each to provide meaningful opportunities for diverse and historically excluded community members to share perspectives that will inform project decisions.

These groups shall continue to engage the community members assembled for the first round of affinity groups focusing on: Latino, renters, regular transit users, or BIPOC more broadly. The focus groups shall be conducted during Phase 2, “Reflect,” in 2024.

Focus groups:

- Latino (in Spanish)
- BIPOC
- Transit riders, low income, and renters

In addition to the second round of focus groups, CELs shall identify opportunities to engage community members either by phone or at local gathering places to gather personalized feedback during Phase 2 Reflect and Phase 3 Refine in 2024. The details of this engagement shall be specified in an update to the public engagement plan. CELs staff shall attend 1-2 meetings with City and consultant team for each phase (2-4 meetings total).

***Affinity Focus Groups Deliverables:***

1. Copies of targeted flyer and social media graphics used to promote focus groups

2. Copy of project overview presentation and key questions used in the meetings
3. Copy of project maps
4. List of attendees at each focus group
5. Document demonstrating changes integrating to technical work based on feedback

***Affinity Focus Groups Costs: \$14,972***

**Budget and Schedule**

<b>Task</b>	<b>Schedule</b>	<b>Total task amount</b>
Community Advisory Committee	March – September 2024	\$9,960
Affinity Focus Groups	May – December 2024	\$14,972
<b>TOTAL</b>	<b>Delivered by May 31, 2025</b>	<b>\$24,932</b>

**2023-2025 Climate-Friendly and Equitable Communities Grant**

**Contact Information**

For questions regarding your grant, please contact:

**DLCD Project Manager:**

Evan Manvel  
635 Capitol Street NE, Suite 150  
Salem, OR 97301-2540

Office: 503-373-0050  
Mobile: 971-375-5979  
E-mail: [evan.manvel@dlcd.oregon.gov](mailto:evan.manvel@dlcd.oregon.gov)

OR

**DLCD Program Manager:**

Matt Crall  
DLCD Salem Office  
635 Capitol Street NE Suite 150  
Salem, Oregon 97301-2540

Mobile: 503-798-6419  
E-mail: [matt.crall@dlcd.oregon.gov](mailto:matt.crall@dlcd.oregon.gov)

Payment requests should be sent to:

**DLCD Fiscal Department**

DLCD Salem Office  
635 Capitol Street N.E., Suite 150  
Salem, Oregon 97301-2540

Phone: 503-373-0050  
E-mail: [DLCD.FISCAL@dlcd.oregon.gov](mailto:DLCD.FISCAL@dlcd.oregon.gov)

## 2023-2025 Climate-Friendly and Equitable Communities Grant

## PAYMENT REQUEST FORM

Grantee <b>City of Tualatin</b>	Grant No. Assigned by DLCD <b>CFEC-25-009</b>	Grant Funds – Already Dispersed <b>\$XX,XXX</b>	
Funding / Grant Period From:	Funding / Grant Period To: <b>05/31/2025</b>	<b>Summary of Grant Deliverables</b> Provide a brief description of grant deliverables that were worked on from the Project Description and Budget in the space provided below. In many cases a sentence or two is all that is required but we welcome as much information as you can provide.	
<b>DLCD Grant Task Number</b>	<b>Amount Due Per Task</b>		
1.			
2.			
3.			
4.			
5.			
<b>6. Total Reimbursement Request (add lines 1, 2, 3, 4, 5)</b>			
<b>11. Certification:</b> I certify to the best of my knowledge and belief that the information on this form is correct, complete, and that all reimbursement requests are for the purposes set forth in the award document. I further certify that all grant records are available upon request, and the grant records will be retained for SIX (6) YEARS after the Final Deliverables and Payment are received.			
13. Typed or Printed Name and Title (required)		14. Mailing Address: Include City, State and Zip Code (required)	
15. Authorized Certifying Official Signature (required)		16. Date (required)	
<b>PLEASE DO NOT WRITE BELOW THIS LINE</b>			
<b>DLCD CERTIFICATION</b> (for DLCD use only) I certify, as a representative of the Department of Land Conservation and Development, that the grantee: ____ has met the terms and conditions of the grant and that all deliverables have been received and approved. ____ has not met the terms and conditions of the grant for the reasons stated on the attached sheet.			
Signature of DLCD Planning Grants Coordinator		Date Signed	
Signature of DLCD Program Manager		Date Signed	
BATCH #/DATE _____		VOUCHER#/DATE _____ PCA _____	
OBJ. CODE _____		VENDOR NO. _____ AMOUNT _____	

# *Grant Payment Request Form Attachment - Instructions*

## **Instructions for 2023-2025 Climate-Friendly and Equitable Communities Grant**

If you have questions about the grant reimbursement form or what the grant can be used for, please contact the DLCD Planning Grants Coordinator: Ashley Edwards at 971-718-4194 or [ashley.edwards@dlcd.oregon.gov](mailto:ashley.edwards@dlcd.oregon.gov)

- In the second row of the closeout report, please fill in the Starting Date (“Funding / Grant Period From”). This will be the date the grant agreement was signed by all parties and fully executed.
- **DLCD Grant Task Number:** For items 1–5 enter the grant task numbers from the Project Description and Budget (Attachment A) that were completed for this payment request. Only enter as many grant task numbers as needed and leave the rest of the numbered spaces blank.
- **Amount Due Per Task:** Enter the amount to be paid per task per the Project Description and Budget.
- **Total Reimbursement Request:** Add up the total of all of the amounts due per task.
- **Certification (box 11): Please read and understand the certification statement.** If you have questions, please contact the DLCD Fiscal Department at [DLCD.FISCAL@dlcd.oregon.gov](mailto:DLCD.FISCAL@dlcd.oregon.gov).
- Boxes 13–16 are for documenting responsibility for the information being submitted and requesting payment. Please use dark blue or black ink so the information shows when copied or scanned.

13. Print Name and Title legibly.

14. Print the mailing address where payment should be sent.

15. Signature of Authorized Certifying Official: by signing this box this person takes responsibility of the information and accuracy of the information.

16. “Date” is the date the closeout form was signed. It must be sent by the closeout date.

- The “Summary of Grant Deliverables” box, located on the top right side of form, must be completed. Please provide a brief description of grant deliverables that were worked on for this payment request. The Project Description and Budget (Attachment A) describes in detail the projects and activities allowed. (If you have questions, please contact Ashley Edwards at 971-718-4194 or [ashley.edwards@dlcd.oregon.gov](mailto:ashley.edwards@dlcd.oregon.gov))

It is important that you retain all grant-related records in a grant file maintained in your jurisdiction for six (6) years from the closeout date, including but not limited to documentation of grant deliverables and payments.

**Two ways to submit the Payment Request Form:**

1. E-mail a PDF file of the payment request form to [DLCD.FISCAL@dlcd.oregon.gov](mailto:DLCD.FISCAL@dlcd.oregon.gov).
2. Send the hard copy of the signed payment request form and cover memo via US Mail to:

DLCD Fiscal Department  
Department of Land Conservation and Development  
635 Capitol Street NE, Suite 150  
Salem, Oregon 97301-2540



# Community **Action**

*Helping people. Changing lives.*

# HOW TO APPLY



Calling 503.615.0770 on the 15th of the month at 9:00am.



Apply with one of our Community Action Housing Navigators at eviction court, during first appearance.

Please visit our website for our Frequently Asked Questions for additional information:  
<https://caowash.org/programs/housing-stability/erfrequently-asked-questions.html>

For an update status on a pending Emergency Rental Assistance Application,  
please contact us at (503) 615-0770 and leave a voice message.

# Eligibility Criteria:

- Have a Notice for nonpayment of rent in hand from your landlord for the current month in which you are applying for (Applications at Higher risk of eviction will be prioritized)
- Household has not received emergency rent assistance in the past twelve months
- Are below the 50% Area Median Income (see income table on right side)

Housing & Urban Development Department (HUD) 2023 Income Limits		
Household Size	Annual 50% AMI	Monthly 50% AMI
1	\$39,500	\$3,291.67
2	\$45,150	\$3,762.50
3	\$50,800	\$4,233.33
4	\$56,400	\$4,700.00
5	\$60,950	\$5,079.17
6	\$65,450	\$5,454.17
7	\$69,950	\$5,829.17
8	\$74,450	\$6,204.17

# Application Flowchart

## Access Point

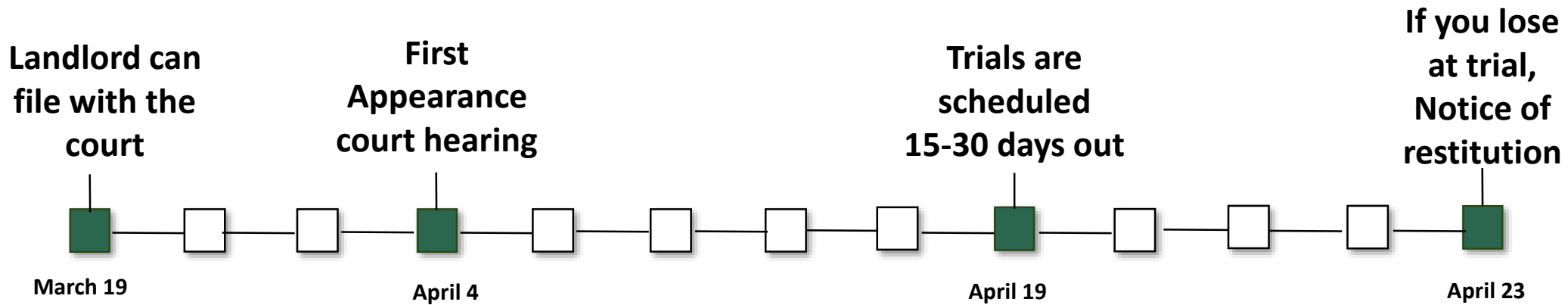
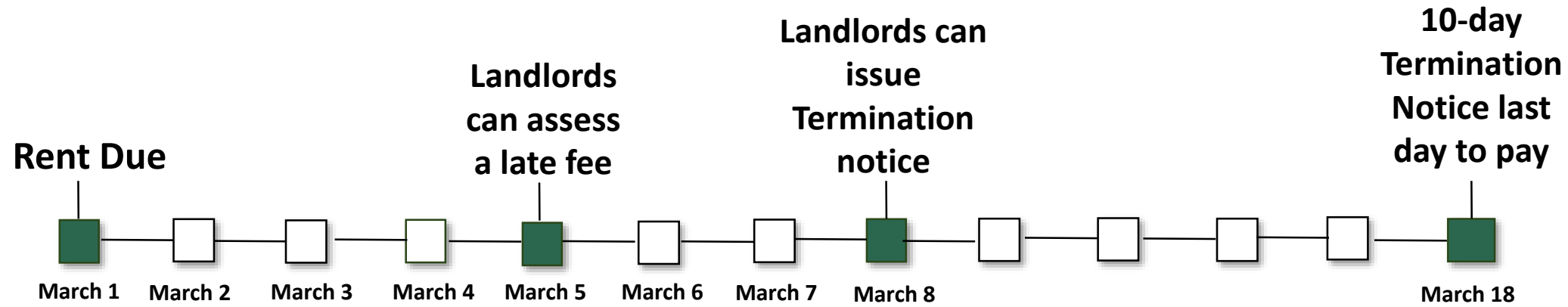
- Eviction Court
- Prevention Phone line
- Partner Organization
- Family Justice Center

## Assessment

- Verify Eligibility
- Collect household and landlord documentation
- Enter household data into WellSky
- Conduct a CARE assessment
- Submit funding request

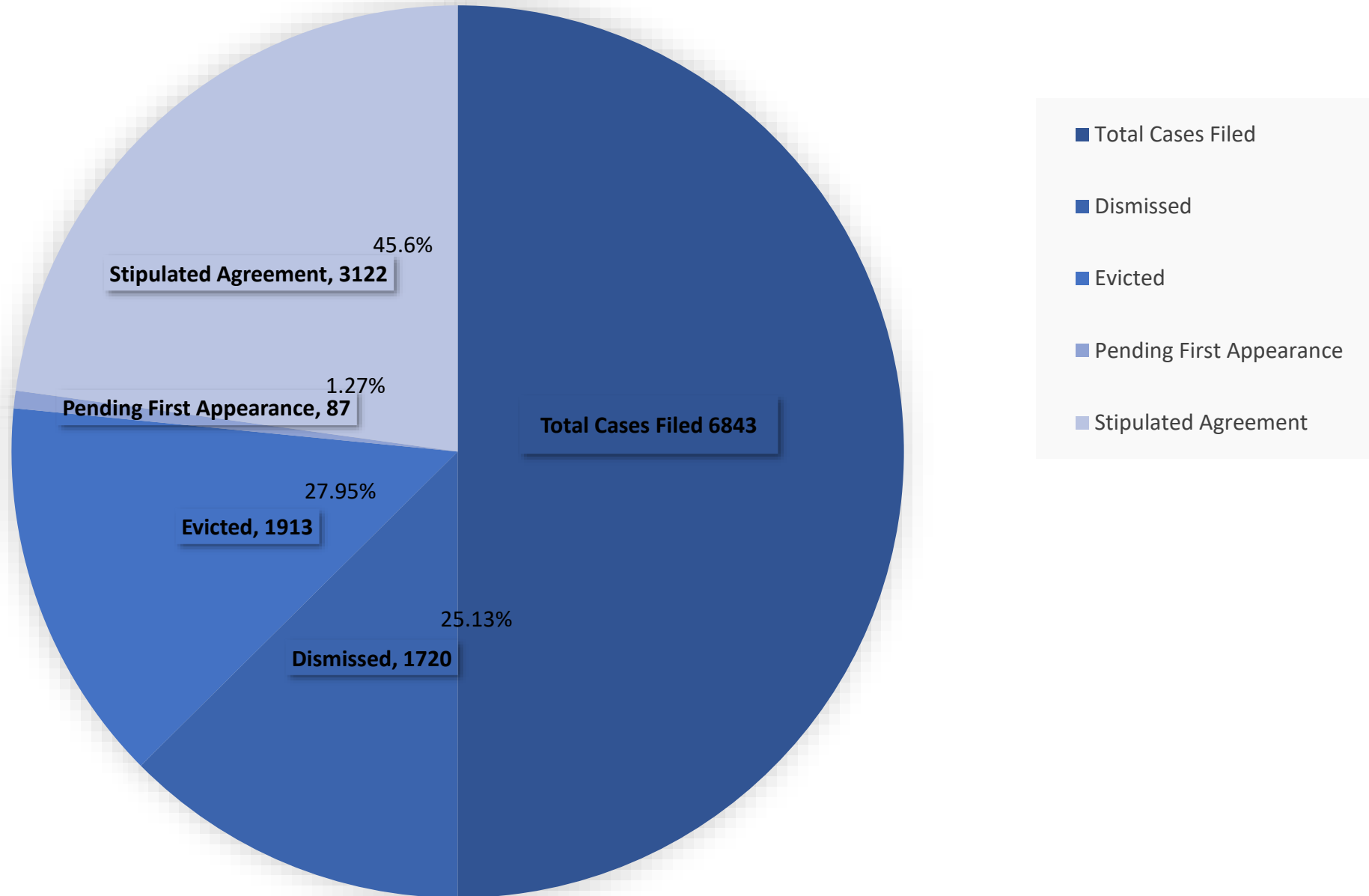
## Approval and next steps

- Review Eligibility data and documentation
- Create a six month follow up request
- Approve request and forward to supervisor
- Supervisor signs and forwards to finance
- Finance cuts checks on Tuesdays and Thursdays
- Six months after initial assessment date a follow up is done with household or landlord.



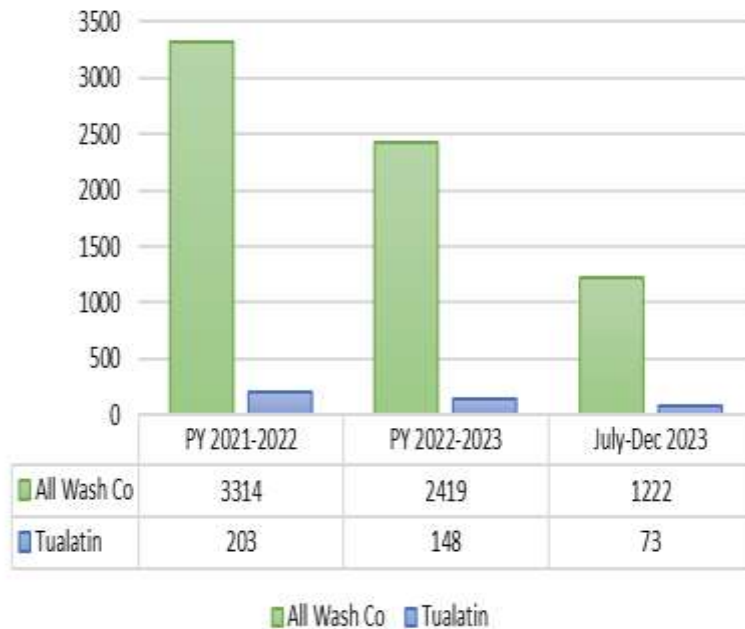
# TIMELINE OF NON-PAYMENT EVICTION PROCESS

# Eviction Court Breakdown



# ASSISTANCE IN THE PAST 3 YEARS

Number of households



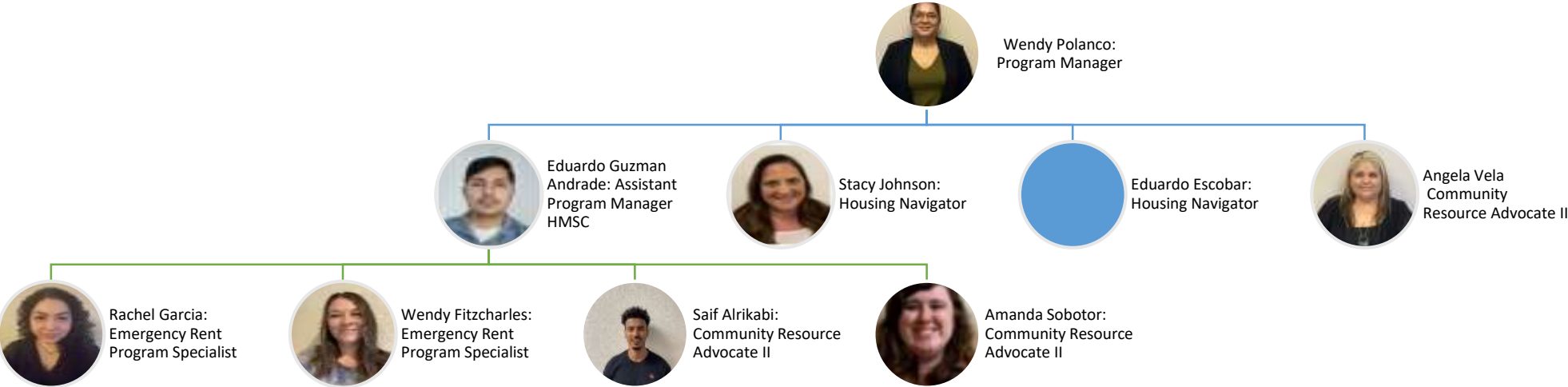
Total funds



Average amount per household



# Meet The Team



Arabic, English & Spanish Speaking Team Members



## Emergency Rent Assistance

Our eviction prevention team may be able to assist with your past and current months of rent. Other possible assistances may include, utilities being paid directly to your landlord.

### ELIGIBILITY REQUIREMENTS:

- Must be a Washington County Resident
- Be under the 50% Area Median Income
- Have a notice for nonpayment of rent from your landlord for the current month
- Has not received emergency rent assistance in the previous twelve months
- Applications at higher risk of eviction will be prioritized

Household Size	Annual 50% AMI	Monthly 50% AMI
1	\$19,200	\$1,600
2	\$26,400	\$2,200
3	\$33,600	\$2,800
4	\$40,800	\$3,400
5	\$48,000	\$4,000
6	\$55,200	\$4,600
7	\$62,400	\$5,200
8	\$69,600	\$5,800

### HOW TO APPLY:

You can call 503.615.0770 on the 15th of the month at 9:00am.

If the 15th of the month falls on a weekend please call the following Monday.



If you have a pending Emergency Rental Assistance Application with our agency and need a status update of your application, please contact us at (503) 615-0770 and leave a voice message.

Rev 03.16.2024



## Asistencia de Renta de Emergencia

Nuestro equipo de prevención de desalojo puede ayudarle con su renta pasada y actual. Posiblemente también podamos incluir asistencia de servicios públicos que se pagan directamente a su propietario.

### REQUISITOS DE ELIGIBILIDAD:

- Debe ser residente del condado de Washington
- Su ingreso debe ser menor del 50% de el ingreso mediante del área
- Haber recibido un aviso por falta de pago de renta de su propietario para el mes actual
- No ha recibido asistencia de emergencia de renta en los últimos doce meses
- Solicitudes con mayor riesgo de desalojo se priorizarán

Tamaño del hogar	Annual 50% AMI	Monthly 50% AMI
1	\$19,200	\$1,600
2	\$26,400	\$2,200
3	\$33,600	\$2,800
4	\$40,800	\$3,400
5	\$48,000	\$4,000
6	\$55,200	\$4,600
7	\$62,400	\$5,200
8	\$69,600	\$5,800

### COMO APLICAR:

Puede llamar al 503.615.0770 el día 15 del mes a las 9:00am.

Si el día 15 del mes cae en fin de semana, llame el siguiente lunes.



Si tiene una solicitud de asistencia para renta de emergencia pendiente con nuestra agencia y necesita una actualización del estado de su solicitud, póngase en contacto con nosotros al (503) 615-0770 y deje un mensaje de voz.

Rev 03.16.2024



## دعم الإيجار الطارئ

قد يتمكن فريقنا لمنع الإخلاء من مساعدتك في أشهر الإيجار السابقة والحالية. قد تتضمن أنواع المساعدة الأخرى دفع فواتير الخدمات مباشرة إلى صاحب العقار.

### متطلبات الأهلية:

- يجب أن تكون من سكان مقاطعة واشنطن
- أن تكون سنس 50% من متوسط الدخل في المنطقة
- لديك إتمام عدم دفع الإيجار من صاحب منزلك للتأجير الحالي
- لم تقبل دعم الإيجار الطارئ في الأشهر الستة الماضية
- ستكون الأولوية لطلبات التقديم ذات خطر إخلاء أعلى من غيرها

Household Size	Annual 50% AMI	Monthly 50% AMI
1	\$19,200	\$1,600
2	\$26,400	\$2,200
3	\$33,600	\$2,800
4	\$40,800	\$3,400
5	\$48,000	\$4,000
6	\$55,200	\$4,600
7	\$62,400	\$5,200
8	\$69,600	\$5,800

### كيف تقدم طلبًا:

يمكنك الاتصال على الرقم 503.615.0770 في اليوم الاثنين من الشهر في الساعة 9:00 صباحًا. وإذا كان اليوم الاثنين في عطلة نهاية الأسبوع، يرجى الاتصال يوم الاثنين الذي يليه.



إذا كان لديك طلب دعم إيجار طارئ قيد الانتظار لدى وكالتنا وكنت بحاجة إلى تحديث حالة طلبك، يرجى الاتصال بنا على الرقم 503-615-0770 وترك رسالة صوتية.

Rev. 02.16.2024

SCAN ME



[caowash.org](https://caowash.org)





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

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

**THROUGH:** Sherilyn Lombos, City Manager

**FROM:** Jerianne Thompson, Library Director

**DATE:** March 25, 2024

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

**EXECUTIVE SUMMARY:**  
Tualatin Library Advisory Committee members will present the 2023 Annual Report.

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**ATTACHMENTS:**

- Presentation
- Annual Report



# Tualatin Library Advisory Committee

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2023 Annual Report

# Committee Members



Satvika Vadapu, Student Rep

Dawnell Meyer

Thea Wood

Ashley Payne, Vice-Chair

Dana Paulino, Chair

Paul Turnbach

Marcus Young (not pictured)

# Consult with Library Director on Matters Affecting Library Operational Policy

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- Provided recommendations on policies: Collection Development, Gifts, Use of Library by Tutors
- Contributed comments about: marketing plan, Makerspace programs & services, intellectual freedom, user survey, facility improvements, holiday operating hours, student cards, utilization trends



# Recommendations on Library Improvements

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Highlighted strategic accomplishments:

- Developed & implemented marketing plan to promote value of library programs & services
- Launched grant-funded, paid summer teen internship
- Focused on improving service through staff training
- Expanded student library card program
- Increased programming in support of social connection & within the Makerspace
- 91% of residents rate Tualatin's library as excellent/good

4.6★  
average rating



# Committee Recommendations

Recommendation to City Council:

- Banned Books Week Proclamation

Presentations from Library partners:

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



# Hear & Consider Complaints



# 2024 Action Plan

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- Assist with updating strategic plan
- Engage in funding and governance evaluation
- Support marketing plan implementation
- Review operational policies
- Advance Council vision





# 2023 ANNUAL REPORT

## Tualatin Library Advisory Committee

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### 1. BACKGROUND

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

Current members of TLAC include Dawnell Meyer, Dana Paulino (Chair), Ashley Payne (Vice Chair), Satvika Vadapu (teen representative), Thea Wood, and Marcus Young. Paul Turnbach joined the committee in October 2023. Former members included Alan Feinstein, whose term ended in October 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 2023

- 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 Collection Development, Gifts, and Use of Library by Tutors.
  - 2. TLAC discussed and provided comments to Library management regarding the following matters. Committee members shared their perspective as residents and library users, providing input representing our diverse community.
    - a. library operations
    - b. the library's marketing plan
    - c. makerspace programs and services
    - d. intellectual freedom and book challenges in the region
    - e. library user survey
    - f. Summer Reading
    - g. library facilities and capital projects
    - h. student cards
    - i. holiday operating hours

- j. library budget
  - k. library utilization trends
3. Committee members reviewed the Oregon Municipal Handbook: Chapter 20 – Libraries (published by the League of Oregon Cities).
- 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 discussed progress on the Library's strategic plan and reviewed proposed actions for 2023-24. Highlighted strategic accomplishments from the past year include:
- a. Developed & implemented a marketing plan for the library, to promote the value of library programs and services. Implementation included significant staff training, new branding, a new e-newsletter, and increased social media promotion.
  - b. Launched a grant-funded, paid summer teen internship.
  - c. Focused on improving service through staff training, including the topics customer service and providing reading recommendations.
  - d. Expanded student library card program for Tualatin students, in partnership with Tigard-Tualatin School District.
  - e. Increased programming in support of social connection and within the makerspace.
  - f. 91% of residents rate Tualatin's public library as excellent/good (2023 Community Survey), and participants in the Library's annual user survey rated customer service at Tualatin Library as 4.6 out of 5 stars (2023-24 Library User Survey).
2. TLAC recommended City Council adopt a proclamation declaring October 1-7, 2023, as Banned Books Week in Tualatin.
3. 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 Library Foundation
  - d. 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 2023, and one library user made a formal request to increase the scope of the video game collection.
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 2024**

A. LONG-RANGE PLANNING

TLAC will remain actively involved in providing resident feedback on implementing and updating the Library's strategic plan.

B. LIBRARY FUNDING

As appropriate, TLAC members will engage in the Washington County Cooperative Library Services' funding and governance evaluation project, to represent the perspective of Tualatin community members.

C. MARKETING PLAN

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

D. 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 Makerspace Use Policy.

E. ADVANCE COUNCIL VISION

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

cc: Tualatin Library Advisory Committee (TLAC)



## 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 25, 2024

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**SUBJECT:**

City of Portland Wholesale Water Contract – Approval to Execute

**EXECUTIVE SUMMARY:**

Tualatin staff have been working for several years to negotiate the terms of a new, thirty-year agreement with the City of Portland to continue the purchase of drinking water to serve the City of Tualatin. At this time, staff are ready to present a final version of the proposed contract for City Council consideration and authorization for the City Manager to execute.

**BACKGROUND AND PROCESS:**

The City of Tualatin has purchased water through wholesale water contracts with the City of Portland since 1979. The current contract, in place since 2006, is set to expire in June 2026. In 2015, the Tualatin City Council made the decision to continue purchasing water from the City of Portland and directed staff to negotiate a new contract. Staff have been working with Portland and other wholesale customers over the course of several years to review, discuss, and negotiate new and updated terms for a new 30 year wholesale water contract.

At the Council meeting on October 9<sup>th</sup>, 2023, staff presented an informational overview of the background and timeline of the water contract's development, the guiding principles that were developed as a foundation to the negotiation process, and key components of the draft contract provisions, answering questions and gathering feedback for final phases of contract negotiation.

Since the presentation in October, staff have been working on final negotiation of the contract's content with Portland Water Bureau staff, Portland's attorney, and other wholesale customers. In this phase of contract negotiation, staff continued to

collaborate with and seek input from technical experts to ensure we were informed and fully equipped to negotiate the best possible outcomes for Tualatin:

- Staff spent time strategizing and identifying key contract areas to prioritize for the final phase of negotiation with hired consultant Jeff Fuchs from Consor Engineering.
- Final review and guidance regarding the financial components and rate model within the proposed contract was gleaned from Harold Smith, hired consultant from Raftelis.
- The City's contracted legal counsel, Josh Soper (Beery, Elsner & Hammond) conducted a thorough legal review of contract language and components, which was included as part of final negotiations. Josh played an active role and participated in all communication, meetings, and negotiation sessions with Portland.

## **KEY OUTCOMES:**

The proposed final contract includes key outcomes to highlight:

***High Quality, Reliable, and Long Term Water Supply:*** provision of drinking water is one of the most important services that the City provides. Ensuring access to a long term, high quality water source is valuable for stability and certainty in this crucial aspect of City operations. A 30-year contract term ensures that Tualatin's access to water from the Bull Run Watershed and Columbia South Shore Well Field will remain in place for decades to come. A long term contract is beneficial for water system planning, allowing the City to make decisions on capital improvements, distribution strategy, private development decisions, and maintenance programs with knowledge that the City's water source and contract is unwavering.

***Stable and Predictable Rates:*** the proposed contract language establishes an industry vetted and fair rate model, based on American Water Works Association methodologies. Tualatin will only pay for water *actually* delivered, with elimination of a 'guaranteed minimum purchase quantity' that exists in the current contract. Tualatin will pay for our proportional share of capital, operational, and debt service costs associated with Portland's treatment and delivery of our water. Rates paid to Portland will be forecasted and shared years in advance, allowing Tualatin to plan accordingly in financial planning, ratemaking, and budgeting.

***Balance and Partnership:*** Tualatin has developed a strong working relationship with the City of Portland over the past decade, and foresee this relationship continuing into the future. But a long-term contract must withstand time and changes in staff, political shifts, and potential conflict. With this in mind, provisions have been included to memorialize some balancing of power in this contractual relationship, along with specific measures providing recourse for Tualatin, should the need for conflict resolution arise. Language outlining communication processes have been carefully crafted, discussed,

and agreed upon to ensure that Tualatin is able to voice our community's needs and interests in a legitimate way.

***Rooted in Fairness:*** a key guiding principle of contract development, agreed upon by Portland and all wholesalers, is fairness for both parties. Staff kept this in mind while working to negotiate the best terms possible for Tualatin. The final contract includes compromise on some items, but there are notable 'wins' for Tualatin. Namely, the inclusion of the large transmission main, known as the Washington County Supply Line, which is a significant ease of financial risk for the City. Additionally, the City avoided large rate spikes that were on the horizon due to three large wholesalers (Tualatin Valley Water District, Rockwood, Gresham) exiting the contract in 2026. A fair re-allocation of costs was negotiated between wholesalers and Portland.

### **FINANCIAL IMPLICATIONS:**

As discussed during the adoption of the Water Master Plan in summer of 2023, water rates in Tualatin are projected to increase 12% annually over the next six years.

Projected rate increases within the Water Master Plan are due to a combination of factors. An increase in infrastructure projects in the coming decade will take place across Tualatin, allowing the City to meet current and future demands, and ensure aging infrastructure is replaced. In addition, the City will see increasing costs from the City of Portland, as they take on some significant capital projects such as building a new filtration plant and installing treatment to lower lead levels found in water in customers' homes. A portion of these capital projects directly serve Tualatin, thus, a portion of project costs are factored into the City's rates using the agreed upon rate model within the proposed contract.

In sum, the rate projection process of the Water Master Plan took the financial components of the proposed Portland Wholesale contract into account; projected rate increases are not anticipated to change based on the proposed contract.

### **NEXT STEPS:**

Portland Water Bureau Director Gabe Solmer took the proposed contract to Portland's Mayor Ted Wheeler in late January, obtaining authorization to execute the proposed contract. Wholesale customers are now approaching their respective governing boards, seeking authorization to execute and obtain signature on the contract.

It is important to note that authorization of the proposed contract is preemptive, as the newly proposed contract will not take effect until July 2026, when the current contract expires. Between now and the contract's implementation in 2026, staff will work to analyze water distribution operations and agreements to ensure alignment with the new contract terms.

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**ATTACHMENTS:**

- Proposed Final Contract Document
- Resolution 5760-24
- PowerPoint Presentation



# Wholesale Water Contract with the City of Portland

March 25th, 2024 | City Council Meeting



# Introduction

- **Brief Background and refresh from October 9<sup>th</sup> presentation**
- **What has happened since?**
- **Key Outcomes and Components**
- **Questions and Feedback**



# Background – Water in Tualatin

- Tualatin has purchased water from Portland since 1979
- Flows from Bull Run nearly 60 miles to Tualatin
- Water purchase cost budgeted at \$3,328,000 for FY 23/24



# How Did We Get Here?

- **2006:** current contract with Portland is executed
- **2015:** Tualatin City Council decides to pursue new contract with Portland
- **2016:** three large wholesalers notify non-renewal
- **2020:** wholesale group hires FCS, rate consultant, to guide new contract development
- **2020-January 2024:** contract development and negotiation
- **March 2024: Council authorization for contract execution**
- **2026:** current contract set to expire



# What's Happened Since October?

- **Strategized and Prioritized with Technical Experts**
- **Legal Consultation**
  - *Arbitration language*
  - *Clarifying intent, specificity of language*
  - *Working Water Manager's Group*
  - *Sole discretion language*
- **Full legal review**
- **Negotiation meetings, communication with Portland**



# New Contract - Guiding Principles

Flexible	Promotes Mutual Trust
Not Predetermined	Fair
Aligns Risk	Avoids Gaming
Cost-of-Service Based	Sustainable
Promotes Reliability	Predictable
Promotes Sustainable Natural Resource	Simple



# Key Contract Outcomes

- **High Quality, Reliable, Long Term Water Supply**
  - Bull Run source secured
  - 30-year term
- **Stable and Predictable Rates**
  - Paying only for the water we use
  - Interruptible water provision eliminated

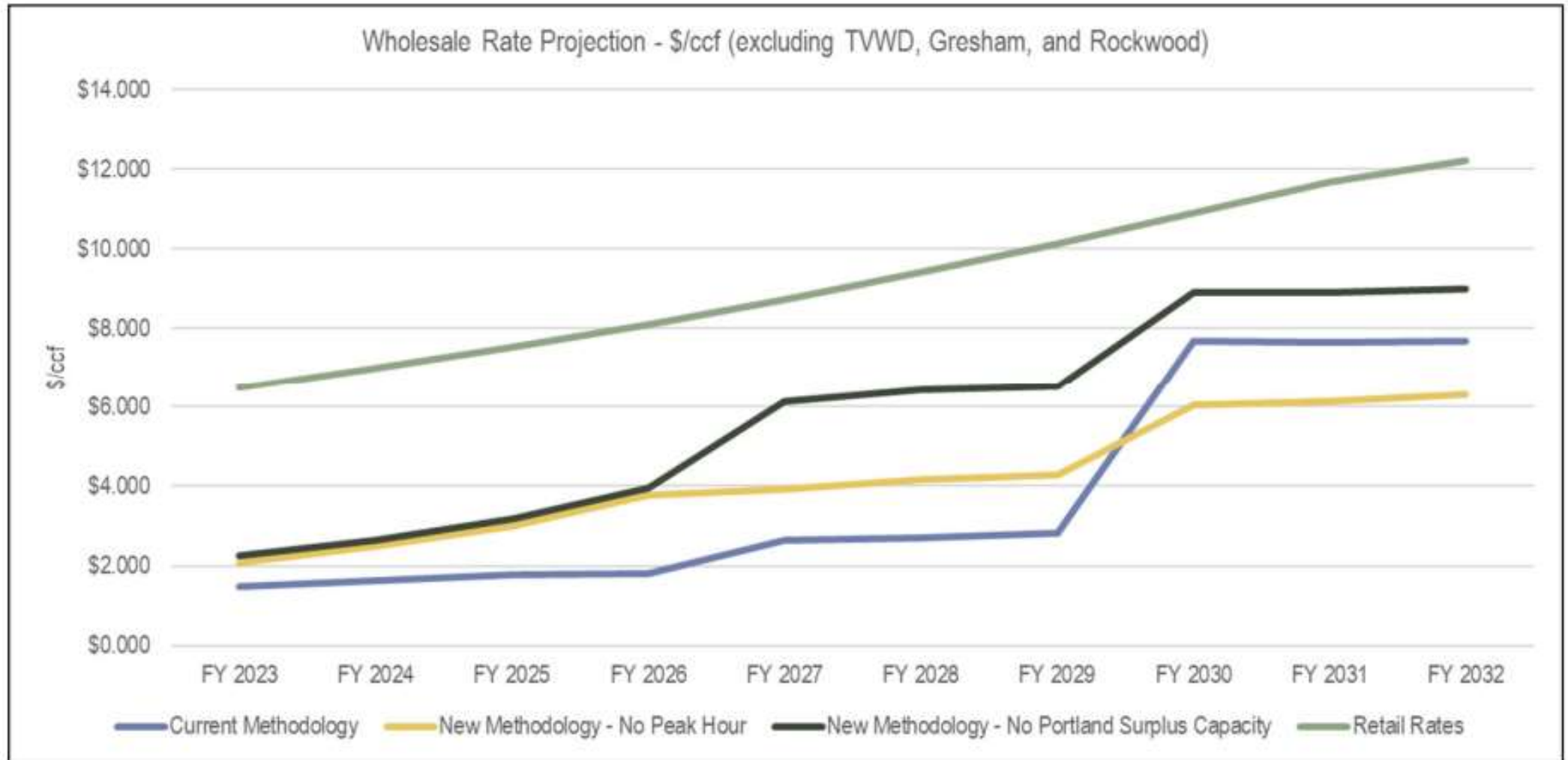


# Key Contract Outcomes

- **Balanced Partnership, Regional Water Provision**
  - Working Water Manager's Group (WWMG)
  - Conflict Resolution
  - Diversification of source
  - Emergency coordination
- **Rooted in Fairness**
  - Washington County Supply Line
  - Cost pool consolidation
  - Surplus Capacity



# Financial Impacts



# Financial Impacts

## Yes, Rates are Increasing

- **Tualatin projects**
  - Increasing demands
  - Aging infrastructure
  - Resiliency
- **Portland wholesale contract**
  - Large capital projects
  - Surplus capacity



**Water Master Plan accounted for costs within the proposed Portland contract**

# Next Steps

- **Signatures Obtained**
  - Contract term starts July 1, 2026
- **In the meantime...**
  - Operational analysis of Tualatin's system
  - Review ancillary agreements



# Feedback and Questions



## RESOLUTION NO. 5760-24

### A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A WATER SALES INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PORTLAND.

WHEREAS, the City of Tualatin has purchased water as a wholesale customer from Portland since 1979;

WHEREAS, the current Regional Water Sales Agreement was executed in 2006, and under the terms of the agreement a notice of intent not to renew was due in 2021, with the agreement expiring in 2026;

WHEREAS, the City Council determined in 2015 that it was in the City's best interest to continue purchasing water from the City of Portland, and directed City staff to negotiate and execute a new intergovernmental agreement;

WHEREAS, City staff has worked diligently with partners for almost ten (10) years to craft a new wholesale water sales agreement with City of Portland;

WHEREAS, the term of the proposed Water Sales Agreement between the City of Tualatin and the City of Portland would be set at thirty (30) years;

WHEREAS, upon execution, the Water Sales Agreement will become effective on July 1, 2026 and will terminate on June 30, 2056;

WHEREAS, the terms of the Water Sales Agreement will ensure high quality and reliable water for our community, stable and predictable rates, and provide Tualatin with a more balanced contract enabling a commitment to partnership focused on regional resiliency;

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

**Section 1.** The City Manager is authorized to execute the Water Sales Agreement with the City of Portland, which is attached as Exhibit 1 and incorporated by reference.

**Section 2.** The City Manager may execute amendments to the Water Sales Agreement with the City of Portland that are administrative in nature and do not involve policy issues.

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

INTRODUCED AND ADOPTED by the City Council this 25<sup>th</sup> day of March, 2024.

CITY OF TUALATIN, OREGON

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

ATTEST:

APPROVED AS TO FORM

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

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

## WATER SALES AGREEMENT

City of Portland Contract No. [\_\_\_\_\_]

This water sales agreement (“Agreement”) is entered into by and between City of Tualatin (“Purchaser”) and the City of Portland (“Portland”), a municipal corporation of the State of Oregon. This Agreement may refer to Portland and Purchaser individually as a “Party” or jointly as the “Parties.”

### Recitals:

- A. Purchaser is a municipal corporation of the State of Oregon and is authorized by its charter or by state law or both to operate a municipal water system.
- B. Portland is a municipal corporation of the State of Oregon and is authorized by Chapters 2 and 11 of the Charter of the City of Portland to maintain water works for the furnishing of water to the city, its property, its inhabitants, and to non-inhabitants. Portland is further authorized to enter contracts for the supply of water by the city and to sell water to persons, public and private, outside the city, on terms and conditions Portland finds appropriate.
- C. Portland is further authorized by Section 2-105(a)4 of its Charter to enter agreements, without limitation as to term, as Portland finds appropriate for cooperation, consolidation and maintenance of services with any other public corporation or unit of government. The Mayor and the Commissioner in Charge may authorize wholesale water sales contracts under Portland City Code (“PCC”) section 21.28.020.
- D. ORS Chapter 190 authorizes units of local government to enter into intergovernmental agreements for the performance of their duties or for the exercise of powers conferred upon them.
- E. The service and commodity provided by Portland pursuant to this Agreement are a special contract service and are not provided by Portland as a common utility service.

THE PARTIES AGREE AS FOLLOWS:

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## SECTION 1 – NATURE OF SERVICE

- A. Subject to the terms and conditions contained in this Agreement, Portland will furnish and sell, and Purchaser will purchase, potable water on an annual basis for the duration of this Agreement. Unless stated otherwise, all water purchased by Purchaser from Portland will be on a firm, uninterruptible, basis up to Purchaser's Peak 3-Day Demand in any Agreement Year, and subject only to the quantity limitations in Section 5(D) of this Agreement. This Agreement is a nonexclusive agreement and Portland, at its sole discretion, may enter into other wholesale water sale agreements with other Wholesale Customers, provided that all revenue collected under such agreements will be an offset to the estimated annual revenue requirements for wholesale and retail customers of the system.
- B. Water is to be delivered to Purchaser at the place or places, at such pressure or pressures and up to the Peak 3-Day Demand as set forth on Exhibit 1, except that Portland is not obligated to meet Purchaser's demands for water during any period that Purchaser operates its system out of compliance with the final operational rules established pursuant to Section 4.D.1, provided that Portland first provides Purchaser with written notice of such noncompliance and a reasonable opportunity to correct it.
- C. With the exception of water delivered to Purchaser to be subsequently delivered to Portland's Retail Customers, and to other Wholesale Customers pursuant to Section 9, or for resale under subsection (H) below, all water delivered to Purchaser under this Agreement is to be used to meet the demands of Purchaser's Retail Customers.
- D. Portland will deliver water to Purchaser from the same source or sources of water that Portland delivers to Portland's Retail Customers. Portland will be responsible for meeting all applicable drinking water regulatory requirements up to Purchaser's Point of Delivery as shown in Exhibit 1.
- E. Purchaser's supply of water will be reduced or terminated only in accordance with the terms of this Agreement.
- F. Purchaser recognizes and agrees that no liability for damages will attach to Portland on account of any failure of supply or changes in pressure, flow rate, or water quality due to circumstances beyond the reasonable control of Portland acting in accordance with standards of care common and usual in the municipal water supply industry. Examples of such circumstances include, but are not limited to, natural events such as earthquakes, landslides and floods, wildfires, and human-caused events such as terrorism, malevolent acts, contamination of the water supply, and acts of war.
- G. The Parties agree and acknowledge that Portland is the owner and operator of the water supply, storage, transmission, and treatment system, and all facilities and infrastructure associated with the storage, treatment, transmission, and distribution systems used in its utility operations up to Purchaser's Point of Delivery. The purchase of water or any other commodity or service under this Agreement does not constitute the purchase of ownership rights to water, water rights or any portion of the water system owned and operated by Portland, except as may be specified herein or may be established by a separate agreement. Nothing in this Agreement precludes the Parties from entering separate agreements involving joint ownership or joint operation of system elements.

- H. Resale. Purchaser may resell water it purchases from Portland to third parties with the written approval of the Administrator, and by establishing an agreement with the third party for the use of Purchaser's infrastructure to deliver the water. Approval of the Administrator will not be unreasonably withheld. The Administrator's decision shall be rendered within sixty (60) days of the request. All water purchased for resale will be included in Purchaser's Purchase Quantity and the determination of Purchaser's Seasonal Peaking Factor and 3-Day Peaking Factor.

## **SECTION 2 – WATER REGULATIONS**

Portland's obligations under this agreement are subject to and governed by the provisions of Chapter 21.28 – Outside City Services and Wholesale Distributors of the Code of City of Portland, Oregon, as it presently exists or as may be amended to comply with federal and state law, during the life of this Agreement, to the extent to which such terms and provisions do not conflict with any material provisions of this Agreement.

### **SECTION 3 – DURATION OF AGREEMENT AND RENEWAL**

- A. Agreement Term. This Agreement is effective on July 1, 2026 and will terminate on June 30, 2056, unless terminated or renewed as provided in this Agreement.
- B. Early Terminations for Convenience. At any time during the Agreement Term, upon written notice to Portland, Purchaser may terminate this Agreement in Purchaser's sole discretion. If such notice is issued, this Agreement will terminate the next June 30 at least five years but not more than six years from the date of the notice, or such later date as may be specified in such notice. Terminations for convenience under this subsection prior to the end of the Agreement Term will require Purchaser to pay Portland a Stranded Cost Fee as described in this Section.
- C. Stranded Cost Fees. If Purchaser terminates the Agreement early for convenience, Purchaser will be subject to a Stranded Cost Fee designed to mitigate the effects of stranded costs on Portland and the remaining Wholesale Customers. The Stranded Cost Fee will be determined based on the formula set forth in Exhibit 2 and based on the number of years left in the Agreement Term at time of termination. The Stranded Cost Fees will be used to offset stranded capital costs for rate setting.
- D. Renewals. This Agreement will renew automatically for subsequent 10-year terms unless either Party elects not to renew the Agreement by written notification no less than five years prior to the expiration of the Agreement Term.

## SECTION 4 – WHOLESALE WATER MANAGERS GROUP

- A. General. A Wholesale Water Managers Group (WWMG) will be established no later than thirty (30) days after the commencement of this Agreement and will continue during the Agreement Term. Purchaser is eligible for participation in the WWMG. The WWMG will consist of two representatives from Portland, to be named by the Administrator, and one voting representative of each Wholesale Customer. Portland will provide staff support to the WWMG and will be responsible for keeping the official records. Purchaser may bring additional non-voting representatives to meetings as it determines necessary.
- B. Meetings and Bylaws. The WWMG will meet regularly to communicate with and make recommendations to the Administrator regarding matters relating to Portland's sale of water to Wholesale Customers. The WWMG will adopt bylaws concerning its organization and governance by a majority vote of the membership. WWMG's role is advisory in nature and, except as specified herein, no rule, bylaw, or action of the WWMG may alter any term of this Agreement.
- C. Committees. The WWMG will be responsible for establishing committees as needed to make recommendations to the Administrator about ongoing needs, which may include:
1. Water Resource Conservation
  2. Operations Coordination. Possible responsibilities for such a committee may include coordinating supply system routine and emergency operations among Portland and Wholesale Customers with the goal of providing efficient and cost-effective system operations, and water quality issues experienced by Portland or Wholesale Customers; and
  3. Other committees, as identified by the WWMG
- D. Creation of Operating and Information Standards.
1. The WWMG will recommend to the Administrator standard water system operating practices necessary or advisable to enhance the efficiency, reliability, and cost-effectiveness of the supply, transmission, and storage of water provided under this Agreement. These recommended standard operating practices will address issues such as, but not necessarily limited to, forecasting seasonal demands, forecasting peak demands, managing the system to minimize the impact of peak demand periods, security and emergency management, use of storage, and timing of deliveries of water. After consideration of the recommendations, the Administrator will adopt interim operating practices that are reasonable and consistent with the terms in this subsection, which may or may not include the WWMG's recommendations, and will provide them to the WWMG for review and further recommendations. The Administrator will consider any further recommendations from the WWMG, but is not bound by them, and will adopt final standard water system operating practices that are reasonable and consistent with the terms in this subsection. Purchaser shall operate its system in compliance with the final operating practices adopted by the Administrator.

2. The WWMG will recommend to the Administrator what information and data the Administrator will require each Wholesale Customer to provide, in order to allow efficient, reliable, and cost-effective provision of water under this Agreement. The Administrator will consider these recommended information requirements and will adopt or may propose other requirements instead that are reasonable and consistent with the terms of this subsection. Such information may include, but is not necessarily limited to:
    - (a) System maps with mains, pump stations, tanks, and supply connections.
    - (b) Connections and usage from other supply sources.
    - (c) Total number of existing and new service connections by category.
    - (d) Key benchmarks to be identified and recommended by the Operations Group such as but not limited to standards for operational norms, notification deadlines, and protocols for communication.
    - (e) Water quality data.
    - (f) Wholesale Customer facilities' standards for operation to minimize peak and emergency events; and
    - (g) Emergency contact information for each Wholesale Customer and any agreements that have been signed by individual providers to address emergency response.
  3. The WWMG may periodically evaluate Purchaser's compliance with the information requirements and standard operating practices and provide the Administrator with findings and recommendations to assure ongoing compliance.
- E. Rate Review. In order to provide timely notification of proposed changes in rates, charges, and rate design and an opportunity for Purchaser to evaluate such proposals and be heard before Portland City Council, Portland will share the following information with WWMG on an annual basis, and Portland will endeavor to share information at such times as will allow WWMG and Purchaser a reasonable opportunity to review, provide comments, and incorporate into Purchaser's own budget and planning:
1. Capital Improvement Program. Portland will share the 10-year CIP that is included in the next rate year.
  2. Operation & Maintenance Budget. Portland will share the O&M budget that is included in the next rate year.
  3. Report of prior year actual O&M Costs, Capital Costs, and revenues earned that impact Purchaser's rates.
  4. The commencement and anticipated schedule of annual financial plan and budget preparation, as well as the proposed budget when submitted by the Portland Water Bureau. Additionally, Portland will advise WWMG in writing of significant changes in the proposed budget after its submission.

5. Any proposed methodology changes to the Portland Model. Portland may make non-substantive, administrative changes to the Portland Model that are consistent with the terms of this Agreement without amending this Agreement.
  6. Rate Forecast. Portland will provide Purchaser a 10-year rate forecast.
  7. When Portland files its annual rate ordinance with the Portland City Council Clerk, a copy of said ordinance will be forwarded to WWMG, along with the dates on which the Portland City Council is scheduled to consider rates.
- F. Recommendations by WWMG. The WWMG may make written recommendations to the Administrator regarding matters relating to Portland's sale of water to Wholesale Customers and this Agreement. The Administrator will give all such recommendations due consideration, but is not bound by them, except as otherwise set forth in this Agreement. The Administrator will respond to all such recommendations in writing within sixty (60) calendar days and, in the event the Administrator determines not to follow the WWMG's recommendation, will include in their response a statement of the reasoning therefor. If the Administrator determines not to follow a recommendation of the WWMG, the WWMG may, by a two-thirds (2/3) majority vote, forward the recommendation to a person selected by Portland to receive such recommendations, who must be a supervisor or other person to whom the Administrator reports, directly or indirectly, such as a Public Works Director, City Manager, or similar. That person shall respond to the recommendation in writing within sixty (60) calendar days and, in the event the person determines not to follow the WWMG's recommendation, will include in their response a statement of the reasoning therefor.
- G. Confidential Information and Public Records Requests.
1. "Confidential Information" means any information that is disclosed in written, graphic or machine-recognizable form and is marked or labeled at the time of disclosure as being confidential, or, if the information is in verbal or visual form, it is identified as confidential or proprietary at the time of disclosure, or a reasonable time thereafter. Information shall be considered Confidential Information, may include but is not limited to the following categories: (1) non-public financial, statistical, personnel, human resources data or Personally Identifiable Information as described in the Oregon Consumer Information Protection Act; (2) business plans, negotiations, or strategies; (3) unannounced pending or future products, services, designs, projects or internal public relations information; (4) trade secrets, as such term is defined by Oregon Public Records Laws and the Uniform Trade Secrets Act; (5) information which is exempt from disclosure per Oregon Public Records Law; (6) attorney-client privileged communications; (7) information which is exempt per federal laws (including but not limited to copyright, HIPPA); and (8) information relating to or embodied by designs, plans, configurations, specifications, programs, or systems including without limitation, data and information systems, any software code and related materials and processes, customizations, configurations, updates, upgrades; and any documentation. Confidential Information does not include any information that: is or becomes publicly known through no wrongful or negligent act of the receiving Party; is already lawfully known to the receiving Party without

restriction when it is disclosed; is, or subsequently becomes, rightfully and without breach of this Agreement or any other agreement between the Parties or of any applicable protective or similar order, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party, as shown by reasonable written documentation, without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.

2. During the term of this Agreement each Party, may disclose to the other Party, certain Confidential Information pertaining to the disclosing party's activities under this Agreement. The disclosing party shall be required to mark Confidential Information CONFIDENTIAL with a restrictive legend or similar marking. If CONFIDENTIAL is not clearly marked, or the Confidential Information cannot be marked with a restrictive legend or similar marking or is disclosed either orally or by visual presentation, the disclosing Party shall identify the Confidential Information as confidential at the time of disclosure or within a reasonable time thereafter. This Agreement itself shall not be considered Confidential Information. Subject to subsection G.8 below, the receiving Party shall: (1) limit disclosure of Confidential Information to those directors, employees, contractors and agents of the receiving Party who need to know the Confidential Information in connection with this Agreement and who have been informed of confidentiality obligations at least as strict as those contained in this Agreement, and (2) exercise reasonable care to protect the confidentiality of the Confidential Information, at least to the same degree of care as the receiving Party employs with respect to protecting its own proprietary and Confidential Information. The receiving Party shall use Confidential Information exclusively in the performance of this Agreement.
3. Scope. This Agreement shall apply to all Confidential Information previously received, learned, observed, known by or made available to a Party related to this Agreement. The confidentiality obligations under this Agreement shall survive termination or expiration of this Agreement.
4. Equitable Relief. The Parties acknowledges that unauthorized disclosure of Confidential Information will result in irreparable harm to the disclosing Party. In the event of a breach or threatened breach of this Agreement, the disclosing Party may obtain injunctive relief prohibiting the breach, in addition to any other appropriate legal or equitable relief. The Parties agree that, notwithstanding any other section of this Agreement, in the event of a breach or a threatened breach of Agreement terms related to Confidential Information or Intellectual Property Rights, the non-breaching Party shall be entitled to seek equitable relief to protect its interests, including but not limited to injunctive relief. Nothing stated herein shall be construed to limit any other remedies available to the Parties.
5. Discovery of Documents. In the event a third party seeks the release of Confidential Information submitted by one Party, the Party receiving such request will notify the Party whose Confidential Information is being requested to be disclosed of the request. The Party receiving the request shall allow the other

Party to participate in the response at its own expense. Each Party will comply with any effective court order.

6. Public Records Request. The City of Portland is subject to the Oregon Public Records Act and Federal law. Purchaser may also be subject to such laws. Third persons may claim that the Confidential Information submitted to a Party subject to such laws may be, by virtue of its possession by such Party, a public record and subject to disclosure pursuant to the Oregon Public Records Act. Commitments to maintain certain information as confidential under this Agreement are all subject to the constraints of Oregon and federal laws. Within the limits and discretion allowed by those laws, the Parties subject to those laws will maintain the confidentiality of Confidential information.
7. Confidential Information submitted to or produced by the WWMG or otherwise exchanged by the Parties to this Agreement and similar wholesale water agreements may include documents related to the vulnerability or security of water supply systems. The Parties agree that if either receives a public document request for such information, the Party receiving that request shall, prior to release of any documents, expeditiously notify the entity about whose system information is sought and shall assert all applicable exemptions to release of the documents available under the Oregon Public Records Law.

## SECTION 5 – WATER PURCHASE QUANTITIES

- A. General Purchase Quantities. Unless excused by some other provision of this Agreement, Purchaser shall annually pay Portland a sum of money equal to the annual water rate applicable to Purchaser for that year multiplied by the actual quantity of water delivered to Purchaser. Purchaser's annual water rate will be determined pursuant to Section 6. Purchaser shall make payments to Portland as provided in Section 12.
- B. Purchase Quantities And Peaking Factors.
1. Purchase Quantity. For purposes of calculating annual rates, the "Purchase Quantity" means the average of the water delivered and metered at Purchaser's Point of Delivery from Portland from the previous five (5) years. The Purchase Quantity divided by the number of days in the year (365 in a non-leap year or 366 days in a leap year) is Purchaser's Average Daily Demand for purposes of calculating rates.
    - (a) Exclusions. Purchaser's metered water deliveries will be adjusted so as not to reflect: (i) emergency water delivered, and (ii) water delivered to Purchaser for the purposes of Wheeling to Portland Retail Customers or other Wholesale Customers pursuant to Section 9. Such exclusions will apply to all water demands for the purposes of determining Purchase Quantities as defined in this Section, including all measures of peak demand.
    - (b) For purposes of this section, Purchaser's "Actual Average Daily Demand" means Purchaser's actual water demand for a single Agreement Year, divided by number of days in the year (365 in a non-leap year or 366 days in a leap year).
  2. Seasonal Peaking Factor.
    - (a) Except as otherwise provided in this Agreement, for purposes of calculating annual rates, Purchaser's "Seasonal Peaking Factor" will be the average "Actual Seasonal Peaking Factor" from the previous five (5) years.
    - (b) For purposes of this section, Purchaser's "Actual Seasonal Peaking Factor" means the ratio of Purchaser's actual average daily demand placed on Portland system during the peak season to Purchaser's actual annual average daily demand.
    - (c) Seasonal Peaking Factor is the ratio of Purchaser's actual average daily demand placed on Portland system during the Peak Season to Purchaser's actual annual average daily demand. "Peak Season" means the period from July 1 through September 30.
    - (d) If Portland requests that Purchaser take additional water deliveries in connection with a curtailment under Section 11, such additional deliveries will be excluded from the calculation of the Seasonal Peaking Factor.
  3. 3-Day Peaking Factor.

- (a) Except as otherwise provided in this Agreement, for purposes of calculating annual rates, Purchaser's "3-Day Peaking Factor" means the average "Actual 3-Day Peaking Factor" from the previous five (5) years. "3-Day Peaking Factor" is the ratio of the average of Purchaser's actual highest three consecutive days of purchases in a year to its actual average daily demand for the same year.
  - (b) For purposes of Section 5 of this Agreement, Purchaser's "Actual 3-Day Peaking Factor" is the ratio of the average of Purchaser's actual highest three consecutive days of purchases to its actual average daily demand for the year.
  - (c) If Portland requests that Purchaser take additional water deliveries in connection with a curtailment under Section 11, such additional deliveries will be excluded from the calculation of the 3-Day Peaking Factor.
- 4. Interruptible Water Purchases Under Previous Water Sales Agreement. The calculation of Purchase Quantities and Peaking Factors in this Section excludes all purchases of Interruptible Water made under the previous Regional Water Sales Agreement.
- 5. New Wholesale Customers and Wholesale Customers without a Five-Year Demand History. This section describes the methods Portland will use to estimate purchase quantities and peaking factors for new Wholesale Customers and those lacking a five-year demand history until such demand history can be established. First-year and second-year purchase quantities and peaking factors for each time frame will be an amount proposed by the customer and agreed to be a reasonable estimate by the Administrator based on the customer's current water usage data. The third-year purchase quantities and peaking factors assumed for ratemaking will be the actual year 1 purchase quantity and peaking factors as calculated as described in this Subsection B. The fourth-year purchase quantities and peaking factors assumed for ratemaking will be the average of the actual purchase quantities and peaking factors in year 1 and year 2 as calculated as described in this Subsection B for each time frame. The fifth-year purchase quantities and peaking factors assumed for ratemaking will be the average of actual purchase quantities and peaking factors in years 1-3 as calculated as described in this Subsection B for each time frame. The sixth-year purchase quantities and peaking factors assumed for ratemaking will be the average of actual purchase quantities and peaking factors in years 1-4 as calculated as described in this Subsection B for each time frame. The purchase quantities and peaking factors assumed for ratemaking from the seventh year forward will be the rolling five-year average for purchase quantities and peaking factors as calculated as described in this Subsection B for each time frame.

C. Purchase Reductions.

- 1. Reductions Resulting from the Use of Independent Supplies. If Purchaser's General Purchase Quantity (in a single Agreement Year) reflects a reduction of 90% or more as compared to Purchaser's Purchase Quantity (average of previous

five years) as a result of Purchaser's increased use of Independent Supplies, Purchaser will be subject to payment of Stranded Cost Fees calculated as set forth in Exhibit 2.

- (a) Purchaser shall endeavor to notify Portland at least five (5) years in advance, or as far in advance as is reasonably practicable, of the start of an Agreement Year where Purchaser plans to implement any new or increased use of Independent Supplies ("Independent Supplies Notice") to the extent such use of Independent Supplies is anticipated to reduce the Purchaser's General Purchase Quantity.
- (b) Purchaser shall include in its notice: (1) The expected date the usage will take effect; (2) the expected annual deliveries from the Independent Supplies, and (3) if Purchaser is Wheeling water to Portland's Retail Customers or to any other entity, results of a blending study prepared by a registered professional engineer in the State of Oregon in addition to any regulatory approvals required by law. Purchaser is solely responsible for complying with any applicable regulatory requirements relating to blending of water supplies in its system.

- D. Increases to General Purchase Quantity. Purchaser may increase its General Purchase Quantity to meet increasing demands due to normal growth within its service area. If Purchaser anticipates an increase in any one year of 20% or more in the General Purchase Quantity over the prior year, then Purchaser shall provide written notice to Portland of the expected increase. When Portland receives Purchaser's written notice of an increase to Purchaser's General Purchase Quantity, Portland will conduct an evaluation to determine whether the increased demand can be accommodated within Portland's existing system capacity. Portland will notify Purchaser of its decision within 90 days of Portland's receipt of Purchaser's notice of an increase to Purchaser's General Purchase Quantity

## SECTION 6 – RATES AND CHARGES

### A. Rate Making in General.

1. The rate structure for Purchaser's purchase of water will consist of:
  - (a) A reasonable fixed monthly charge as published in Portland's current rate ordinance.
  - (b) A volume charge calculated using volumetric rates established as provided herein multiplied by Purchaser's actual water drawn from Portland.
2. The volume charges will be determined as set forth in this Section.
3. The revenue requirement for wholesale volume rates will be determined using the utility basis and cost of service allocation principles as described in *Manual of Water Supply Practices – M1. Principles of Water Rates, Fees and Charges* as published by the American Water Works Association (hereafter "AWWA Manual M1") or in such updates as may occur from time to time, except for such deviations from AWWA Manual M1 as are described or permitted by this Agreement. A cost-of-service computer model referred to as the Portland Model will be used to calculate the revenue requirements, cost allocations, and resulting rates.

### B. O&M Cost Component of the Annual Revenue Requirement.

1. O&M Costs. The operations, maintenance, planning studies and associated overhead expenses of Portland's water supply system as adopted in Portland's annual budget process for the fiscal year for which the rate will be in effect, multiplied by the O&M Budget Execution Factor, and excluding that portion identified as Retail-only Costs and costs recovered through the fixed monthly charges.
2. O&M Budget Execution Factor. A percentage determined as the actual O&M expenditures for a fiscal year divided by the total adopted O&M budget for the same fiscal year. The average of said factors for the previous five years for which data is available will be the O&M Budget Execution Factor applied for the purposes of determining rates.

### C. Capital Cost Component of the Annual Revenue Requirement. The sum of the Return on Rate Base and Depreciation Expense as defined below.

1. Return on Rate Base. The amount determined by multiplying the Rate of Return by the Rate Base.
  - (a) The Rate Base is the sum of the following items.
    - i. Net Book Value. The Net Book Value means the original cost less accumulated depreciation of Portland's capital assets identified as Wholesale-Only Costs or Joint Costs for the previous 12-month financial reporting period. Capital assets that are not used and useful in providing water service with the exception of Construction Work in Progress as defined in section iii below will be excluded from the Rate Base. Capital assets will exclude

capitalized overhead costs. Capital assets may include Regulatory Assets.

- ii. Allowance for Working Capital. Allowance for Working Capital means an amount equal to 12.5% (approximately 45 days) of the O&M Costs.
  - iii. Construction Work in Progress (CWIP). CWIP means the amount reported in the previous 12-month financial reporting period. Construction Work in Progress will be included in the Rate Base and its inclusion is a modification to the standard definition of the term “rate base” as described in the AWWA Manual M1 and elsewhere.
  - iv. Less Contributed Capital. Less Contributed Capital means the unamortized book value of cash or assets contributed to Portland by Wholesale Customers or other parties is to be deducted from the Rate Base. Portland will award credits for Contributed Capital to the specific Wholesale Customers who made the contributions. Contributions made by non-parties to this Agreement, including state and federal grants, will be deducted from the total Rate Base for the benefit of all customers.
- (b) Rate of Return. Rate of Return means Portland’s cost of debt, defined as its True Interest Cost on all outstanding Portland Water Bureau debt as reasonably determined by Portland’s Municipal Advisor, multiplied by an equity premium of 1.35. Portland may adjust the multiplier based on the five-year cost audit as described in Subsection 6(I).
2. Depreciation Expense. Depreciation Expense means all annual depreciation expenses reported for the previous 12-month financial reporting period matched only to the capital assets included in the Rate Base.
  3. Accounting Standards. For the purposes of this Section, financial values will be those reported for the 12-month financial reporting period immediately preceding the calculation of the water rates using generally accepted accounting practices required by the Government Accounting Standards Board (GASB) or its successor.

D. Cost Allocations – General.

1. Portland will allocate costs to Wholesale Customers and Portland Retail Customers in accordance with generally accepted ratemaking practices and procedures. In general, unless specified otherwise in this Agreement, costs will be allocated proportionately as provided by the then-current AWWA Manual M1.
2. Portland’s cost allocations to Wholesale Customers will be based on the “base-extra capacity” methodology, as defined in AWWA Manual M1.
3. Portland will allocate three types of costs referred to in Section 6:

- (a) Retail-Only Costs – Retail-Only Costs mean the cost of services and assets that benefit only Portland Retail Customers, which will not be allocated to Wholesale Customers.
- (b) Wholesale-Only Costs – Wholesale-Only Costs mean the cost of services and assets that benefit only Wholesale Customers, which will only be allocated to Wholesale Customers.
- (c) Joint Costs – Joint Costs mean the cost of services and assets that benefit both Portland Retail Customers and Wholesale Customers.

E. Steps Involved in Cost Allocation. Portland will use the following sequence to allocate costs and to develop the wholesale volume rate.

- 1. Assign all system costs to categories reflective of the functions of Portland water system. Assign the functional categories to the appropriate Cost Pools as described in Section 6F.
- 2. Allocate the costs for each functional category in each Cost Pool to relevant Cost Components as described in Section 6G in accordance with the Base Extra-Capacity method.
- 3. Determine the unit costs for each Cost Component in each Cost Pool expressed as a dollar per applicable unit of service.
- 4. Distribute the costs to individual Wholesale Customers by multiplying the relevant unit costs by each customers' units of service.
- 5. Determine the volumetric rate for each Wholesale Customer by summing the total distributed costs for the customer and dividing by its Purchase Quantity.

F. Portland Cost Pools. Cost Pools are groups of asset and O&M costs, related by system functions, that may be shared jointly with all Wholesale Customers, or more specifically among a subset of Wholesale Customers. Purchaser and other Wholesale Customers may be assigned to one or more Cost Pools depending on how they use Portland's system. Cost Pools include the following with general list of assets listed in Exhibit 3:

- 1. Joint Assets – Joint Assets means asset and O&M costs that benefit all customers regardless of location. This includes Powell Butte and Groundwater related costs and assets.
- 2. West Assets – West Assets means asset and O&M costs located west of the Powell Butte reservoir. These assets and costs directly benefit customers located on the west side of Portland's service territory.
- 3. East Assets – East Asset means asset and O&M costs located east of the Powell Butte reservoir. These assets and costs directly benefit customers located on the east side of Portland's service territory.
- 4. Raw Water Assets – assets that store, manage and convey unfiltered and unchlorinated water upstream of treatment at the filtration facility, and do not include associated costs for conveyance to the filtration facility or treatment.

5. New Cost Pools. Upon agreement of WWMG and the Administrator, the Administrator may create additional Cost Pools in the future only for new assets as needed to ensure a fair and equitable allocation of system costs.
- G. Cost Components. Portland's water system is designed and operated to meet different rates of demand, defined by the following Cost Components:
1. Base Costs – Base Costs means the costs Portland incurs to meet its customers' average daily demand (ADD).
  2. Peak Season Extra Capacity – Peak Season Extra Capacity means the additional costs above Base costs that Portland incurs to meet its customers' peak season demands.
  3. Peak 3-Day Extra Capacity – Peak 3-Day Extra Capacity means the additional costs Portland incurs, above and beyond Peak Season, to meet its customers' Peak 3-Day Demands.
  4. Cost Components may be amended from time to time to reflect changes in AWWA Manual M1 methodologies. Portland may make other changes to the Cost Components.
- H. Surplus Capacity. On or about June 30, 2026, Portland anticipates that three major users of Portland water will terminate their water supply contracts with Portland, which will result in additional Surplus Capacity. To reduce the cost impacts to Wholesale Customers resulting from the reduction in purchases and demands attributable to the Terminating Parties, Portland will temporarily bear the additional system-operation costs related to the Surplus Capacity. Over time, the system-operation costs related to Surplus Capacity will be allocated to Portland Retail Customers and Wholesale Customers subject to the following provisions:
1. Cost Allocations. Portland will determine the Surplus Capacity costs by allocating a proportionate share of all costs except Wholesale Only Costs using the same methods and procedures described in this Section 6.
  2. Demand Characteristics. To determine Surplus Capacity cost, Portland will use the same Seasonal Peaking Factor and 3-Day Peaking Factor characteristics attributed to Portland Retail Customers within the Portland Model.
  3. Reductions. The Surplus Capacity and associated costs borne by Portland will be decreased each year following June 30, 2026 by the greater of (1) the growth in aggregate demand of Portland Retail Customers, Wholesale Customers, and the sum of Annualized Backup Capacity from all active Reserved Backup Service agreements, or (2) 5% of the initial Surplus Capacity, until such time as the Surplus Capacity is zero. The amount of reductions will be reviewed every five years as part of the cost audit as described in subsection I. below.
  4. No Increases. Surplus Capacity will not be increased.
  5. Portland will use all payments for Backup Services to reduce Portland's costs related to the Surplus Capacity. Once Surplus Capacity is at zero, the payments for Backup Services will be used to reduce the costs factored into Purchaser's rates.

- I. 5-Year Cost Audit. In Contract Year 5 and every five years thereafter during the term of this Agreement and any extensions, Portland will retain an independent third party to conduct an audit of all steps of the then-currently employed process to allocate assets and O&M to customer classes as well as the reductions in surplus capacity under Section 6(H)(3) of this Agreement. Based on the result of its audit, the auditor will recommend any changes necessary to ensure compliance with the terms of this Agreement and the AWWA Manual M1. Portland and the WWMG will select the auditor and the audit expense shall be included in O&M expenses and allocated accordingly. The auditor's report shall be completed by December 1 of the contract year in which the auditor is hired and will be provided to WWMG and Portland. Portland will prepare and provide to WWMG no later than March 1 of the following year a corrective action plan to correct any areas of noncompliance with the Agreement in the audit report. For any auditor recommendations that do not constitute noncompliance with the Agreement, the corrective action plan will either describe how they will be implemented or explain why Portland has determined not to implement them.

## **SECTION 7 – WATER SYSTEM PLANNING AND COOPERATION**

To facilitate regional water planning and resource development, Purchaser and Portland agree as follows:

**A. Purchaser's Projected Water Usage.**

1. Every five years, at a minimum, starting on July 1 of the fifth year this Agreement is in effect, Purchaser shall provide Portland with estimates of Purchaser's annual water demand to be purchased from Portland by year for ten years, including peaking factor estimates.
2. In addition, in any other Agreement Year in which unforeseen developments have altered Purchaser's ten-year estimates by more than 10 percent, Purchaser shall provide Portland with Purchaser's revised estimates of Purchaser's preferred use of Portland water for a ten-year period.
3. Portland will provide WWMG with a summary of Portland's projected demands for all wholesale and retail demands by year for the next ten years by no later than May 1 of each year.
4. The estimates provided in this provision are for planning purposes only and do not commit Portland or Purchaser to either buy or supply any particular quantities of water.

**B. Portland Evaluation of Capacity of Portland Water System.**

1. Whenever it receives revised demand and Peaking Factor estimates from Purchaser, Portland will provide Purchaser with estimates of the capacity of Portland water system to meet all projected system loads over the ten-year planning horizon.
2. If Portland determines that the water system cannot meet the demand Purchaser and others have proposed to place on it over the ten-year planning horizon, Portland and Purchaser (together with other Wholesale Customers who may wish to join the discussions) may initiate negotiations to determine if and how Portland's water system could meet the projected demands, either through a reduction in demand or development of additional water system capacity.

## SECTION 8 – CONNECTIONS AND METERING

### A. Meter Ownership and Responsibility.

1. Portland owns and maintains all existing water meters and associated facilities such as vaults up to Purchaser's Point of Delivery and will install, own, and maintain any new such meters and facilities.
2. The primary source of measurement of Purchaser's monthly water purchases will be the registers physically located on the meters (i.e., register meter readings and not Supervisory Control and Data Acquisition (SCADA) nor electronically transmitted data). Portland will use demand data from the register readings for calculating the total annual water delivered to Purchaser unless the meter readings are reasonably determined by Portland to be inaccurate.
3. In addition, Portland will attempt to read the meters either physically or electronically on at the start and end of the peak season as defined in this Agreement (i.e., June 30 and Sept 30). If accurate or reliable (as reasonably determined by Portland) meter readings are not reasonably available for key dates needed for calculating annual demand, monthly demand, or Peaking Factors, then Portland's SCADA data or other electronically transmitted data will be used to establish Purchaser's water demand to the intended key dates. If SCADA or other electronically transmitted data are not available or are reasonably determined by Portland to be not reliable in a particular case, Portland will use the best means that are reasonably available to estimate usage, including data provided by Purchaser's SCADA system.
4. Portland will notify Purchaser within a reasonable time after Portland verifies that a meter is reading incorrectly. Portland and Purchaser will collaboratively resolve any data discrepancies. A meter is considered to be reading incorrectly if the variance is greater than 3% over or under registering.

### B. Meter Costs. The cost of replacing the meter or meters and their operations and maintenance will be included by Portland in calculating Purchaser's rates.

### C. Meter Access. Purchaser will have reasonable access to Portland meters and facilities for purposes of installing and maintaining telemetry equipment or other equipment related to the metering function. Purchaser shall give notice to Portland before entering any vault or facility.

## **SECTION 9 – PURCHASER-SUPPLIED WATER TO PORTLAND RESIDENTS AND OTHER WHOLESALE CUSTOMERS**

- A. Water Supplies To Portland Residents. To the extent permitted by law, Purchaser shall, when requested by Portland, provide water supply to Portland Retail Customers in areas adjacent to Purchaser's water mains subject to limitations of the available capacity of Purchaser's water distribution system. Water delivered to Portland Retail Customers by Purchaser at Portland's request will be metered by Portland or Portland's Retail Customers' individual services.
- B. Master Metering.
1. Portland and Purchaser will review each situation where such arrangements exist and attempt to reach an agreement on the need and feasibility of installing a master meter or master meters to register the volume of water delivered to Portland Retail Customers.
  2. Purchaser shall ensure that the water delivered to Portland Retail Customers will be from the same source or sources as water that Purchaser delivers to Purchaser's Retail Customers and the water meets all applicable drinking water regulatory requirements.
  3. Purchaser may require that Portland install a master meter if the local distribution system is shown to have demonstrated leakage or unaccounted water losses in excess of 10% of the average daily demand of Portland Retail Customers served by the system or by mutual agreement of the Parties. Improvements to the local distribution system will be made by mutual agreement of the Parties.
- C. Charges For Water.
1. When Purchaser provides water to supply Portland Retail Customers at Portland's request, Purchaser may charge Portland up to one hundred twenty-five percent (125%) of the wholesale water rate Portland charges Purchaser. Portland will credit this amount to Purchaser's monthly bills. Purchaser's water supplied to Portland Retail Customers at Portland's request will not be included in the calculation of Purchaser's Purchase Quantity.
  2. Purchaser may conduct a cost-of-service study to determine the cost of serving Portland Retail Customers. If the cost-of-service exceeds 125% of the wholesale water rate, Purchaser may adjust the charge to Portland accordingly, but not above the actual cost of service.
- D. Water supplies to other Wholesale Customers. If requested by Portland, Purchaser may supply water to another Wholesale Customer upon such terms and conditions as may be agreed upon by Portland and Purchaser.

## SECTION 10 – WATER RESOURCE CONSERVATION

### A. General.

1. The Parties to this Agreement intend that water delivered under this Agreement will be used beneficially, efficiently, and without waste.
2. The Parties encourage the development of joint conservation programs where such partnerships are of mutual benefit and produce increased efficiencies in program costs or water savings. Provided, however, that funding for joint conservation programs will be established by a separate agreement between the interested parties.

### B. Submission of a Water Conservation Plan. Purchaser shall determine how to use water purchased under this Agreement beneficially, efficiently and without waste. Unless Purchaser serves a population of 1,000 or less, Purchaser shall submit a copy of its Water Management and Conservation (“WMCP”) plan as outlined in OAR 690-086-0150. Purchaser shall submit a copy of its Water Conservation and Management Plan within six months of signing this Agreement to the WWMG. Every time a Purchaser prepares its 5-year benchmark report or its 10-year WMCP for submission to the State, Purchaser shall provide a copy to the WWMG.

## **SECTION 11 – WATER CURTAILMENT AND PROTECTION OF THE WATER SYSTEM**

### **A. General.**

1. During times when water supplies are not adequate to meet the aggregate of all demands placed upon Portland's water system, Portland will collaborate with Wholesale Customers to minimize impacts to all. By signing this Agreement, Purchaser and Portland acknowledge that unforeseen or unavoidable circumstances may limit the amount of water available to Portland for sale and distribution, whether temporarily or permanently.
2. Should the available supply fall below the aggregate of all demands placed on Portland's system, or should the Administrator determine that supply will fall below demands before other supplies are available, the Administrator may declare that a water shortage is in effect and may require a curtailment. Portland's Curtailment Plan, developed for the water system in accordance with OAR 690-086-0160(2) and OAR 690-086-0160(3) and filed as part of Portland's Water Management and Conservation Plan, would be in effect for all water users – retail and wholesale. If the Administrator requires curtailment, Purchaser shall implement measures sufficient to meet the demand reduction target requirements in accordance with Portland's WMCP. Purchaser shall develop appropriate policies, plans and procedures to respond effectively to required curtailment reduction targets, to protect the system's capacity to supply water for fire, life, safety, and other high priority needs.
3. It is to the benefit of all the users of Portland water system that plans for curtailment be agreed upon in advance and that plans for curtailments be coordinated among water providers. Purchaser shall develop and regularly update a Water Shortage Mitigation & Curtailment Plan to guide the implementation of the curtailment provision of this Agreement consistent with Portland's Water Management and Conservation Plan.
4. Prior to changing Portland's WMCP, Portland will provide WWMG with an opportunity to review and make recommendations regarding any proposed changes. Portland will make a good faith effort to provide for parity between Purchaser and Portland's Retail Customers in any such changes.

## SECTION 12 – BILLING AND PAYMENT

### A. Charges for Water Deliveries.

1. Monthly Charges. Portland will bill Purchaser monthly for the actual volume of water delivered together with the fixed charges. The monthly volumetric charge will be the product of Purchaser's monthly deliveries, as determined in Sections 12.A.2 below, multiplied by Purchaser's rate for that year's water deliveries as determined in Section 6.
2. Monthly Water Deliveries. Portland will read Purchaser's water meters on a recurring cycle of approximately 30 days to determine Purchaser's total deliveries for each month. The water deliveries used to determine the charges for the current month will be the difference in units between the most recent meter reading and the one immediately before it.

### B. Payment Schedule. Purchaser shall pay charges billed by Portland upon receipt. Purchaser shall pay a late fee to Portland if Purchaser does not pay on or before the thirtieth day following the billing date. Portland will establish reasonable late fees each year in the annual City ordinance establishing rates.

### C. Charges In Case of Meter Failure.

1. Should any meter fail to measure accurately the water passing through the meter, the charge for water used during the time the meter is out of service will be based on Portland's reasonable estimates of the volume of water supplied based on usage patterns and statistics for prior periods. Portland will use the best available data, including but not limited to water meter, SCADA, or other monitoring data provided by Purchaser to inform Portland's estimates of water usage in the event of a meter malfunction.
2. Portland will make reasonable attempts to test wholesale meters approximately every six months. If, because of periodic meter testing or any other reason, Portland identifies that Purchaser's meter is out of calibration, Portland will provide Purchaser with an initial notice of a meter error and an interim correction factor reasonably calculated to estimate usage, which will be used for calculating usage for all purposes while a final correction factor is determined. Portland and Purchaser will then work together to verify the meter error and confirm and, if necessary, refine any calibration test results. Based on additional calibration test results, Portland and Purchaser will work together to identify a final correction factor to be applied. Portland will apply the final correction factor retroactively to Purchaser's meter readings only after the date of Portland's initial notice of a meter error or such other date as the data demonstrates the error began.
3. Portland will recalculate Purchaser's Seasonal Peaking Factor and 3-Day Peaking Factor to reflect Purchaser's corrected water demands only for dates after the date of Portland's initial notice of a meter error or such other date as the data demonstrates the error began.
4. To allow "closing the books" for the previous fiscal year, if the Parties have not established Purchaser's final correction factor by September 1, Portland will

apply an interim correction factor identified in Portland's initial notice of a meter error retroactively beginning on the date of Portland's initial notice of a meter error, or such other date as the data demonstrates the error began, and continuing through June 30, for purposes of calculating payments. Portland will apply a final correction factor established after September 1 retroactively only to the Purchaser's demands from July 1 for the purposes of calculating payments. Portland will apply the final correction factor retroactive to the date of Portland's initial notice of meter error, or such other date as the data demonstrates the error began, for purposes of calculating rates and all other purposes.

- D. Disputes. In the case of disputes over billings for water, Purchaser shall pay the undisputed amount when due. The disputed amount will be resolved through dispute resolution procedures contained in Section 14 of this Agreement. Purchaser shall pay interest at a rate equivalent to the rate earned on Portland's internal investment pool managed by the City Treasurer on any disputed amounts found through dispute resolution to be due to Portland.

## SECTION 13 – SPECIAL FUNDING OF CAPITAL IMPROVEMENTS

- A. Project Funding in General. Portland plans, designs, constructs, owns, operates, and maintains all fixed assets used to deliver water under this Agreement up to Purchaser's Point of Delivery. Portland's assets are eligible additions to the rate base as described in Section 6. Unless specified by a separate agreement, direct capital contributions by Purchaser for all or any portion of the cost of any given project do not convey an ownership interest in the project nor any interest in Portland's water system. The special project funding options described in subsection (B) below are alternative funding options that may be used only if agreed upon by Purchaser and Portland, each in their sole discretion.
- B. Special Project Funding.
1. Portland Financing of Purchaser-Specific Project. Portland, at Portland's sole discretion, may agree to pay for a capital project that has exclusive benefit to Purchaser. If Portland agrees to pay for a capital project that exclusively benefits Purchaser, Portland will exclude fixed assets related to the project from the rate base and Purchaser will be subject to a repayment agreement, which will be negotiated separately and agreed to by Portland and Purchaser. Portland will include on Purchaser's monthly bill for water deliveries the sum of any payments due from Purchaser's outstanding repayment agreements. Charges related to repayment agreements are additional to the rates and charges determined pursuant to Section 6.
  2. Joint Funding of Portland Projects by Purchaser or Wholesale Customers. Portland, at Portland's sole discretion, may accept contributions in aid of construction from one or more Wholesale Customers to fund capital projects eligible for inclusion in the rate base. If Purchaser participates in jointly funding a capital project with Portland, Portland will include the total cost of the assets in the rate base and Portland will credit Purchaser's contributions on Purchaser's monthly water services bill a credit equal to the sum of:
    - (a) One month's amortization of Purchaser's contribution where the schedule of amortization is equal to the useful life of the asset expressed in months (e.g., a 10-year life is equal to a 120-month amortization and each month's amortization is 1/120<sup>th</sup> of the total).
    - (b) The unamortized portion of the contribution times 1/12<sup>th</sup> of the then-current Rate of Return.

## SECTION 14 – DISPUTE RESOLUTION

Disputes arising out of this Agreement, including disputes regarding the interpretation of any provision of this Agreement, shall be resolved according to the terms of this Section.

- A. Notice of Dispute. To initiate dispute resolution, either Party shall provide the other Party with a written notice describing the dispute and follow the process outlined in this Section 14. Neither Party shall commence litigation until the dispute resolution process described in this Section 14 is complete unless litigation in the form of a temporary restraining order or preliminary injunction is necessary to prevent imminent and irreparable harm to the Party commencing litigation.
- B. Negotiation. Each Party (1) shall designate a person or persons to negotiate the dispute on its behalf, (2) shall make a good faith effort to exchange information and data related to the dispute, and (3) shall meet to negotiate a dispute resolution. The person designated by Purchaser to negotiate the dispute shall be its City Manager, Chief Executive Officer, or equivalent. The person designated by Portland to negotiate the dispute shall be Portland's City Manager or the Portland City Manager's designee. If the dispute is resolved at this step, the Parties will memorialize the agreement in writing, which shall be signed by the authorized representatives of the Parties.
- C. Mediation.
  - 1. If the dispute has not been resolved within 45 days of the date of the notice of dispute, or such longer time as is mutually agreed by the Parties, the Parties will submit the matter to mediation. The Parties will attempt in good faith to agree on a mediator and will endeavor to select a mediator with subject matter expertise. If the Parties cannot agree, the Parties will request a list of five mediators from an entity or firm providing mediation services. The Parties will attempt in good faith mutually to agree on a mediator from the list provided, but if they cannot agree, each Party will select one name. The two selected mediators will select a third mediator who will mediate the dispute.
  - 2. Any common costs of mediation, including the cost of mediation, will be borne equally by the Parties. Each Party shall bear its own individual costs. Mediation will not continue more than 105 days past the initial notice of dispute unless mutually agreed by the Parties. If the dispute is resolved at this step, a written determination of such resolution will be signed by the designated representatives of the Parties.
- D. Arbitration. If the dispute has not been resolved through negotiation or mediation within the time set by this Agreement, the dispute may be resolved only through binding arbitration. Within 15 days of the end of mediation, unless the Parties agree to a longer period of time, either Party may submit the dispute to binding arbitration by written notice thereof to the other Party. Arbitration shall be conducted in Portland, Oregon before a single arbitrator selected by mutual agreement of the Parties. If the Parties, within fifteen (15) days of said notice, cannot agree upon an arbitrator, either Party may apply to the presiding judge of the Multnomah County Circuit Court for appointment of an arbitrator. Arbitration shall be conducted under ORS Chapter 36. The Parties agree that any award rendered by the arbitrator will be final, and judgment may be entered upon

the award in any court having jurisdiction, and will not be subject to modification or appeal except to the extent permitted by Oregon law. Costs of the arbitration will be shared equally by the Parties, but each Party will pay its own attorney fees incurred in connection with the arbitration.

Without limiting the authority of the arbitrator, the Parties agree that:

1. Remedies available to the arbitrator include, but are not limited to, specific performance and termination of this Agreement, including termination without payment of a Stranded Cost Fee in the case of a material breach by Portland.

2. The reasonableness of each Party's actions under this Agreement and each Party's good faith and fair dealing will be judged according to factors including, but not limited to, standards common and usual in the municipal water supply industry.

- E. Litigation. Any litigation between the Parties arising under or regarding this Agreement must be conducted in the Multnomah County Circuit Court of Oregon. In any litigation, each Party will bear its own costs and attorney's fees.

## **SECTION 15 – WASHINGTON COUNTY SUPPLY LINE**

This Agreement includes the Washington County Supply Line that will be treated as a Portland asset to include in cost allocation as described in Section 6 – Rates and Charges of this Agreement.

## **SECTION 16 – MISCELLANEOUS PROVISIONS**

- A. Warranties and Representations. Each Party hereto warrants and represents that it has the legal authority to enter into this Agreement, and that entry into this Agreement will not constitute a default under any other agreement to which that Party is a party.
- B. Exhibits. This Agreement includes the following Exhibits, and in the event of a contradiction in terms, the terms in this Agreement shall control, followed by the terms of the Exhibits in the following order:
  - 1. Exhibit 1 – POINT OF DELIVERY LOCATIONS
  - 2. Exhibit 2 – STRANDED COST FEES
  - 3. Exhibit 3 – GENERAL LIST OF ASSETS IN COST POOLS
- C. Severability. Should any provision of this Agreement be rendered invalid by a court of competent jurisdiction or arbitrator with authority to render a provision invalid, it is agreed that every other part of the Agreement shall remain in full force and effect.
- D. Entire Agreement. This Agreement constitutes the complete understanding among the Parties and supersedes any and all prior agreements or representations on these subjects. No promises or agreements made subsequent to the execution of this Agreement by the Parties shall be binding unless reduced to writing and signed by the Parties.
- E. No Joint and Several Liability. Each Party to this Agreement assumes its own rights and obligations and does not assume the rights and obligations of any other Party.
- F. Counterparts. This Agreement may be signed in one or more counterparts, and each counterpart shall be deemed to be an original instrument.
- G. Amendments and Modifications. Any modification or amendment to this Agreement must be in writing and signed by both Parties.
- H. Oregon law. This Agreement and its construction shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.
- I. Third Parties. Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the Parties hereto and not for the benefit of any other persons, as third-party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights, express or implied, upon any person not a Party to this Agreement.
- J. Non-Waiver. Failure of any Party at any time to require performance of any provision of this Agreement shall not limit the Party's right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provisions.
- K. Time of the Essence. Time is of the essence of each and every term, covenant, and condition set forth in this Agreement.

- L. Further Assurances. Each Party agrees that it will, without further consideration, execute and deliver such other documents and take such other action as may be reasonably requested by the other Party to more effectively consummate or achieve the purposes or subject matter of this Agreement.
- M. Interpretation. Unless a clear contrary intention appears: (a) reference to any person includes such person's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement, and reference to a person in a particular capacity excludes such person in any other capacity; (b) reference to any gender includes each other gender; (c) reference to any agreement (including this Agreement), document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; (d) reference to any Article, Section, Schedule or Exhibit means such Article, Section, Schedule or Exhibit to this Agreement, and references in any Article, Section, Schedule, Exhibit or definition to any clause means such clause of such Article, Section, Schedule, Exhibit or definition; (e) "hereunder", "hereof", "hereto", "herein" and words of similar import are references to this Agreement as a whole and not to any particular Section or other provision hereof; (f) relative to the determination of any period of time, "from" means "from and including", "to" means "to but excluding" and "through" means "through and including"; (g) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and (h) reference to any law (including statutes and ordinances) means such law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder.
- N. Access to Records.
- (a) Records Retention. Each Party shall maintain current financial records in accordance with Generally Accepted Accounting Principles (GAAP). Each Party agrees to maintain and retain all financial records, supporting documents, statistical records and all other records pertinent to this Agreement during the term of this Agreement and for a minimum of six (6) years after the expiration or termination date of this Agreement or until the resolution of all audit questions or claims, whichever is longer.
  - (b) Audits. Each Party, either directly or through a designated representative, may conduct financial and performance audits of the water supply deliveries at any time during the Agreement duration and during the records retention period listed above. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States Government Accountability Office.
  - (c) Access to Records. Each Party may examine, audit and copy the other Party's books, documents, papers, and records relating to this Agreement at any time during the records retention period listed above upon reasonable notice. Each Party shall make copies of applicable records available upon the other Party's request.

- (d) Under- and overpayment. If an audit discloses that water supply services to Purchaser differed from the amount for which Purchaser paid, then Purchaser shall pay the amount of the difference to Portland or Portland shall refund the amount of the difference to Purchaser, as applicable.
- O. Assignment. Neither Party may assign this Agreement without the written consent of the other Party.
- P. Successors in Interest. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns.
- Q. Compliance with Law. Each Party shall comply with all applicable federal, state, and local laws and regulations in carrying out this Agreement.
- R. Contribution.

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a “Third Party Claim”) against a Party (the “Notified Party”) with respect to which the other Party (the “Other Party”) may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s contribution obligation under this Section with respect to the Third Party Claim.

With respect to a Third Party Claim for which Portland is jointly liable with Purchaser (or would be if joined in the Third Party Claim ), Portland shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Purchaser in such proportion as is appropriate to reflect the relative fault of Portland on the one hand and of Purchaser on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Portland on the one hand and of Purchaser on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Portland’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if Portland had sole liability in the proceeding.

With respect to a Third Party Claim for which Purchaser is jointly liable with Portland (or would be if joined in the Third Party Claim), Purchaser shall

contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Portland in such proportion as is appropriate to reflect the relative fault of Purchaser on the one hand and of Portland on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Purchaser on the one hand and of Portland on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Purchaser's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

- S. Notice. Any notice required to be provided under this Agreement shall be provided to the persons and at the addresses indicated below. Notices shall be made by personal service, in which case they are effective on the date of service, or by certified mail, in which case they are effective on the date of delivery, or if delivery is refused, upon the date of delivery refusal. Either Party may alter the person designated for receipt of notices under this Agreement by written notice to the other Party.

For Portland:

Name: Gabriel Solmer

Title: Water Bureau Administrator

Address: 1120 SW 5<sup>th</sup>, 5<sup>th</sup> floor, Portland, OR 97204

For Purchaser:

Name:

Title:

Address:

**[Signatures on Next Page]**

## SIGNATURE PAGE

Purchaser represents that Purchaser has had the opportunity to consult with Purchaser's own independently selected attorney in the review of this Agreement. Neither Party has relied upon any representations or statements made by the other Party that are not specifically set forth in this Agreement.

The Parties agree that the Parties may execute this Agreement and any amendments to this Agreement, by electronic means, including the use of electronic signatures.

### PURCHASER SIGNATURE

\_\_\_\_\_ Date\_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Address:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Agreement Number: \_\_\_\_\_

**[Portland signatures on next page]**

CITY OF PORTLAND SIGNATURES

By: \_\_\_\_\_  
Mayor Ted Wheeler

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

By: \_\_\_\_\_  
Commissioner Mingus Mapps

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

By: \_\_\_\_\_  
Office of City Auditor

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

Approved as to Form:

By: \_\_\_\_\_  
Office of City Attorney

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

## **GLOSSARY**

<b><u>Term</u></b>	<b><u>Definition</u></b>
3-Day Peaking Factor	Purchaser's average Actual 3-Day Peaking Factor from the previous five years.
Actual 3-Day Peaking Factor	The ratio of the average of Purchaser's actual highest three consecutive days of purchases (based on Portland data) to its Actual Average Daily Demand for the year.
Actual Average Daily Demand	Purchaser's actual total water deliveries for a single Agreement Year divided by number of days in the year (365 in a non-leap year or 366 days in a leap year).
Actual Seasonal Peaking Factor	The ratio of the Purchaser's actual daily demand during the peak season to its Actual Average Daily Demand.
Administrator	The Portland official appointed to administer and direct the Portland Water Bureau.
Agreement	This wholesale water purchase agreement between Portland and Purchaser.
Agreement Term	The term of this Agreement, which begins July 1, 2026 (or a later date if signed after July 1, 2026) and ends June 30, 2056, plus any extensions under this Agreement
Agreement Year	A one-year period during the Agreement Term beginning on July 1 of a given year and ending on June 30 of the following year.
Annual Revenue Requirement	The total annual operation and maintenance expense and capital related costs incurred in meeting various aspects of providing water utility service.
Annualized Reserved Backup Capacity	The contractually obligated capacity for Backup Services times the number of days Portland is obligated to provide the Backup Services in a year, divided by 365 days.
Average Daily Demand	Purchaser's average Actual Average Daily Demand for the previous five years

<b><u>Term</u></b>	<b><u>Definition</u></b>
Backup Services	An optional service for Portland to provide backup capacity and water supplies under a separate agreement.
Base Extra-Capacity (method)	A cost allocation methodology as described by the American Water Works Association's M1 Manual.
Capital Costs	The sum of the Return on Rate Base and Depreciation Expenses for an Agreement Year.
Cost Pools	Grouping of assets. General listing of the asset groups are in Exhibit 3.
Depreciation Expense	The annual depreciation expense reported for the previous 12 months for the assets included in the Rate Base.
General Purchase Quantity	The actual amount of water delivered by Portland to Purchaser in a single Agreement Year after adjusting for exclusions as defined in Section 5.B of the Agreement.
Independent Supplies	Sources through which Purchaser acquires water other than Portland. Does not include aquifer storage and recovery systems or similar storage systems.
Interruptible Water	A service offered in the previous Regional Water Sales Agreement that had allowed wholesale customers to buy water from Portland on the condition that such service could be shut off at any time at Portland's sole determination. Interruptible Water is not an offered service within this Agreement.
Joint Costs	O&M and Capital Costs incurred by Portland that benefit both its retail system and Wholesale Customers.
Meter Costs	The costs incurred by Portland related to acquiring, replacing, operating, and maintaining water meters at Purchaser's Point of Delivery.
O&M Budget Execution Factor	A percentage determined as the actual O&M expenditures for a fiscal year divided by the total adopted O&M budget for the same fiscal year. The average of said factors for the previous five years for which data is available will be the O&M Budget

<b><u>Term</u></b>	<b><u>Definition</u></b>
	Execution Factor applied for the purposes of determining rates.
O&M Costs	The operations, maintenance, planning studies and associated overhead expenses of Portland's water supply system as adopted in Portland's annual budget process for the fiscal year for which the rate will be in effect, multiplied by the O&M Budget Execution Factor, and excluding that portion identified as Retail-only Costs and costs recovered through the fixed monthly charges.
Operations Group	A Division of the Portland Water Bureau responsible for the operation and maintenance of water storage and supply, treatment and transmission from the Watershed and the CSS Well Field and Powell Valley Well Field.
Parties	Portland and Purchaser (individually each a Party)
Peak 3-Day Demand	Purchaser's highest level of water purchases over three consecutive days during a single Agreement Year.
Peak Season	Water deliveries between July 1 and September 30 for a single Agreement Year.
Point of Delivery	The connection or connections between Portland and Purchaser whereby Portland delivers water under this Agreement, as specified in Exhibit 1.
Portland	The City of Portland acting by and through its Portland Water Bureau.
Portland Model	A Microsoft Excel workbook used by Portland to calculate rates and charges for the purposes of administering this Agreement.
Portland Retail Customers	Customers who receive their water service from Portland subject to the ordinances of the City of Portland and are not Wholesale Customers.
Purchase Quantity	Purchaser's average of the water delivered and metered at Purchaser's Point of Delivery from Portland from the previous five (5) years.

<b><u>Term</u></b>	<b><u>Definition</u></b>
Purchaser	The entity purchasing wholesale water supply from Portland and defined in the introduction to this Agreement as a Party to this Agreement.
Purchaser's Retail Customers	Individual customers served by Purchaser for end-use consumption and not for resale.
Rate Base	The sum of Portland's net book value of the assets used to provide wholesale services including any regulatory assets, an allowance for working capital, the construction work in progress, less any contributed capital.
Rate of Return	A percentage reflecting Portland's weighted average cost of capital, equal to Portland's True Interest Cost of all outstanding debt multiplied by the equity premium of 1.35.
Retail-Only Costs	O&M and Capital Costs incurred by Portland related only to water sales to Portland Retail Customers and excluded from the determination of rates and charges under this Agreement.
Regional Water Sales Agreement	Predecessor agreement to this Agreement through which wholesale customers purchased water from Portland.
Seasonal Peaking Factor	Purchaser's average Actual Seasonal Peaking Factor from the previous five years.
Stranded Cost Fees	Required payments to Portland in the event of Purchaser's early termination of the Agreement under certain circumstances, or certain reductions in Purchase Quantity.
Surplus Capacity	Portion of the system capacity left unused after June 30, 2026 when City of Gresham, Rockwood PUD, and Tualatin Valley Water District are expected to terminate their firm supply purchase from Portland. Surplus Capacity is the sum of water purchased by Gresham, Rockwood PUD, and Tualatin Valley Water District during the one-year period prior to June 30, 2026. This Agreement includes a one-time adjustment assigning Portland the Surplus Capacity. This is for the purpose of rate making where

<b><u>Term</u></b>	<b><u>Definition</u></b>
	Portland is assigned the costs that are allocated to Surplus Capacity.
Terminating Parties	The City of Gresham, Rockwood PUD, and the Tualatin Valley Water District. Each has given notification that they will terminate their water purchases from Portland as of June 30, 2026.
True Interest Cost	All-In True Interest Cost (TIC) is the percentage discount rate that, when applied to scheduled debt service, results in the borrowing's bond proceeds (net of underwriters' discount and other issuance costs).
Washington County Supply Line (WCSL)	Pipeline sized 48" to 66" from Powell Butte Reservoir to 67 <sup>th</sup> Avenue / Holgate intersection, and 60" pipeline from 67 <sup>th</sup> Avenue to Washington County Line near intersection of Beaverton Hillsdale Highway / Oleson Road.
Water Management and Conservation Plan	Purchaser's plan as required and outlined in OAR 690-086-0150.
Wheeling	The transportation of water through Purchaser's water system to Portland's Retail Customers or any other entity other than Purchaser's Retail Customers.
Wholesale Customers	Purchaser and all others who are parties to agreements for purposes substantially similar to this Agreement.
Wholesale-Only Costs	O&M and Capital Costs incurred by Portland for the benefit of only Wholesale Customers. These costs are included in the determination of rates and charges under this Agreement.

## KEY DATES

<b>Requirement</b>	<b>Section / Reference</b>	<b>Date</b>
Notification of renewal	3.D	No less than five years prior to expiration of the Agreement
Independent Supplies Notice	5.C.1.a	Five years or as soon as practicable before implementing any Independent Supplies.
Peak Season	5.B2	Peak Season is from July 1 to September 30
Purchase Increase	5.D	Immediately, when Purchaser expects to increase its Purchase Quantity by 20% or more in any year.
Portland Confirmation of Increased Purchase Quantity	5.D	Within 90 days of receipt of Purchaser's notification of Purchase Increase.
Projected Water Usage	7.A.1	Every July 1 commencing on the fifth year after the execution of this Agreement and every fifth July 1 thereafter until termination.
Portland Demand Forecast	7.A.3	Every May 1. Portland provides the WWMG with a summary of projected water demand for the region.
Notice of Dispute	14.A	Immediately upon identification of a contractual dispute.
Commencement of Mediation	14.C.1	Within 45 days after receipt of the Notice of Dispute.
Commencement of Arbitration	14.D	Within 15 days after the end of Mediation.

**EXAMPLE PURCHASE QUANTITIES AND PEAK DEMAND**  
(To be update annually for rate setting)

AVERAGE DAILY DEMAND (MGD)

Customer Class	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	5 yr avg
Service Area 1 Water Cos.	0.03	0.03	0.03	0.03	0.04	0.03
City of Gresham	5.86	5.93	5.56	5.91	5.53	5.76
Lusted Water District	0.15	0.15	0.13	0.15	0.16	0.15
Pleasant Home Water District	0.16	0.16	0.13	0.16	0.15	0.15
Rockwood Water PUD	6.18	5.99	6.05	6.42	6.49	6.22
Palatine Hill Water District	0.37	0.39	0.34	0.39	0.33	0.37
Burlington Water District	0.04	0.03	0.03	0.03	0.03	0.03
Lake Grove Water District	0.34	0.30	0.29	0.31	0.32	0.31
Valley View	0.14	0.17	0.17	0.17	0.13	0.16
West Slope Water District	1.20	1.23	1.11	1.27	1.16	1.19
TVWD	16.58	16.18	16.14	16.28	15.75	16.19
Raleigh Water District	0.55	0.53	0.47	0.55	0.49	0.52
City of Tualatin	4.38	4.63	4.18	4.61	4.25	4.41
City of Sandy	0.46	0.47	0.50	0.51	0.51	0.49
<b>Total</b>	<b>36.43</b>	<b>36.20</b>	<b>35.14</b>	<b>36.80</b>	<b>35.34</b>	<b>35.98</b>

PEAK SEASON DEMAND (MGD)

	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	5 yr avg
Service Area 1 Water Cos. (1)	0.05	0.05	0.03	0.04	0.06	0.05
City of Gresham	6.75	6.76	6.40	6.72	6.67	6.66
Lusted Water District	0.24	0.24	0.18	0.24	0.25	0.23
Pleasant Home Water District	0.29	0.25	0.19	0.26	0.28	0.25
Rockwood Water PUD	6.83	6.75	6.50	6.77	6.84	6.74
Palatine Hill Water District	0.79	0.80	0.65	0.75	0.79	0.76
Burlington Water District	0.04	0.04	0.04	0.04	0.03	0.04
Lake Grove Water District	0.32	0.32	0.32	0.32	0.32	0.32
Valley View	0.28	0.28	0.26	0.30	0.30	0.28
West Slope Water District	1.77	1.87	1.68	1.82	1.94	1.82
TVWD	19.16	19.16	19.12	19.15	19.32	19.18
Raleigh Water District	0.92	0.84	0.74	0.82	0.87	0.84
City of Tualatin	5.81	6.07	5.55	5.82	6.48	5.95
City of Sandy	0.48	0.50	0.51	0.53	0.55	0.52
<b>Total</b>	<b>43.74</b>	<b>43.93</b>	<b>42.18</b>	<b>43.58</b>	<b>44.70</b>	<b>43.63</b>

**PEAK 3-DAY DEMAND (MGD)**

<b>Customer Class</b>	<b>FY 2018</b>	<b>FY 2019</b>	<b>FY 2020</b>	<b>FY 2021</b>	<b>FY 2022</b>	<b>5 yr avg</b>
Service Area 1 Water Cos. (1)	0.08	0.09	0.08	0.08	0.08	0.08
City of Gresham	8.09	6.99	6.97	8.14	6.98	7.43
Lusted Water District	0.39	0.39	0.36	0.37	0.35	0.37
Pleasant Home Water District	0.41	0.37	0.32	0.41	0.39	0.38
Rockwood Water PUD	7.49	7.17	7.01	7.24	6.96	7.17
Palatine Hill Water District	1.12	1.03	0.94	1.07	1.00	1.03
Burlington Water District	0.11	0.07	0.07	0.08	0.08	0.08
Lake Grove Water District	0.45	0.35	0.39	0.61	0.50	0.46
Valley View	0.41	0.36	0.40	0.41	0.40	0.40
West Slope Water District	2.29	2.41	2.21	2.35	2.35	2.32
TVWD	24.64	24.20	21.68	24.01	26.73	24.25
Raleigh Water District	1.46	1.13	0.95	1.17	1.10	1.16
City of Tualatin	7.04	7.54	7.53	8.21	7.94	7.65
City of Sandy	0.51	0.52	0.77	0.89	0.60	0.66
<b>Total</b>	<b>54.49</b>	<b>52.61</b>	<b>49.67</b>	<b>55.03</b>	<b>55.46</b>	<b>53.45</b>

(2) weighted average from Lusted & Pleasant Home

**EXHIBIT 1**  
**POINT OF DELIVERY LOCATIONS**

<b>Description Meter Location</b>	<b>Office Address</b>	<b>meter #</b>	<b>size</b>
SW 80th Ave & SW Florence	10699 SW herman Road, Tualatin OR 97062	6500E919000	16

Note: Locations may be updated as point of delivery changes.

## EXHIBIT 2

### STRANDED COST FEES

Stranded Cost Fees consist of the capital portion of the wholesale rate multiplied by Purchaser's eliminated demand at the time this Agreement is terminated by Purchaser or reduction in demand in the Agreement Year in which the reduction takes place.

The formula for determining the Stranded Cost Fee is as follows:

$$\text{Fee} = C \times D \times P \times N / (1 + \text{RoR})^N$$

Where:

C = Capital portion of the wholesale rate applicable in the year preceding the notification expressed in \$/gallon.

D = The Purchaser's Purchase Quantity expressed in gallons.

P = The percentage of Purchaser's demand (D) to be reduced either from termination of the Agreement or by reduction due to changing supply sources. For terminations, P=100%. For reductions, P < 100% determined as the percentage reduction in annual water deliveries due to increased usage of Independent Supplies as specified in the Purchaser's Independent Supplies Notice (per Section 5C).

N = The number of remaining years in the term of the Agreement.

RoR = The Rate of Return pursuant to Section 6 of the Agreement.

Example:

Proposal  
No. 7

**Exhibit 7B: Example Application**

$$C \times D \times P \times N / (1 + \text{RoR})^N$$

Customer seeks to reduce demand on Portland by 50% with 15 years remaining on the wholesale agreement. Current demand on Portland's system is 250,000 CCF/Year. The capital portion of the wholesale rate is \$0.52 for demonstration purposes. The rate of return is 3.84% for demonstration purposes.

$$\begin{array}{r} \$0.52 \times 250,000 \times 50\% \times 15 \\ \hline (1 + .0384)^{15} \\ \hline \$975,000 \\ \hline 1.76 \\ \hline = \underline{\underline{\$553,977}} \end{array}$$

### EXHIBIT 3

#### GENERAL LIST OF ASSETS IN COST POOLS

Cost Pool	Facilities
Raw assets	Bull Run facilities Headworks Conduits
Joint assets	Filtration Treatment Well Field Groundwater Collection System Groundwater Pump Station 162nd Ave GW Transmission Piping & Vaults to/from Powell Butte Powell Butte Reservoir 1 Powell Butte Reservoir 2
West assets	Arlington Heights System Taylors Ferry & Capitol Highway Pump Stations Arnold & Alto Park Systems Sellwood River Crossing Hannah Mason & Carolina Pump Stations / Burlingame 643 System Hoyt Park & Burnside Pump Stations / Calvary System Portland Heights Pump Stations / Council Crest System SE Supply Line from Conduit 3 to Fulton/Hannah Mason & Carolina Pump Stations Kelly Butte 427 Reservoir 162nd Avenue to Kelly Butte & Mt. Tabor Transmission System Conduits 2, 3, and 4 VAG Valves Division Street Piping (except 42nd & Division) 67th & Holgate connection to Kelly 427 Portland Heights System Sam Jackson Pump Station Vermont Hills 585 & 511 System Washington Park 229 Distribution System North of St Johns Crossing to Burlington S of Sellwood Crossing to Palatine Transmission System from Kelly 427 to Washington Park & other west-side destinations Ross Island, Marquam, Clay, & St. Johns River Crossings Washington Park Reservoir 3 Sam Jackson Tank West Side Header to Carolina Pump Station 42nd & Division Sleeve Valve Washington Park Pump Stations 1, 2, & 3 Washington County Supply Line: Pipeline sized 48" to 66" from Powell Butte Reservoir to 67th Avenue / Holgate intersection, and 60" pipeline from 67th Avenue to Washington County Line near intersection of Beaverton Hillsdale Highway / Oleson Road
East assets	Parkrose 261 System

List may be updated as assets are added/changed.



## 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:** March 25, 2024

---

### **SUBJECT:**

Consideration of Resolution 5763-24 Authorizing the City Manager to Sign an Intergovernmental Agreement with Washington County, and the Cities of Tigard, and Sherwood Related to Funding for a Homeless Services System City Liaison and Homeless Services Capital Projects

### **EXECUTIVE SUMMARY:**

In May 2020, Metro voters passed the Supportive Housing Services measure to fund both shelter and wraparound services for the Metro area homeless population. Washington County received funding for the unincorporated county and its incorporated cities, including Tualatin.

While Washington County is responsible for implementation of the Supportive Housing Services funds and is the Continuum of Care lead agency, cities must navigate the challenges of homelessness through their provision of services like libraries, law enforcement, economic development, parks and recreation, and neighbor relations on a daily basis. Washington County cities have varying levels of staff capacity dedicated to homeless issues.

To address capacity issues and provide for more coordination and action on homelessness between the county and cities, Washington County has agreed to fund several Homeless Services System City Liaison positions. Currently, positions are moving forward for the cities of Hillsboro and Beaverton as well as a single position shared by Tualatin, Tigard, and Sherwood. In addition, the agreement could serve as the conduit for additional funding for capital projects. However, at this time, there are no immediate plans to use this agreement to fund capital projects in Tualatin, Tigard, or Sherwood.

The general role of the position is to support coordination of services, provide clear information about homelessness and the service system, and help to identify local issues that can be resolved between parties through coordination. Tigard will be the position's employer and is responsible for the overall assignment of the position. The position will be dedicated to Tualatin approximately 25% of their time.

### **OUTCOMES OF DECISION:**

Approval of the attached resolution will allow the City to enter into an agreement with Washington County, and the cities of Tigard and Sherwood. If all parties sign the intergovernmental agreement, the City of Tigard will invoice Washington County and begin recruiting for the liaison position. Tigard has classified the position as a "Program Coordinator" and Tualatin and Sherwood staff will be engaged in the hiring process and eventually provide direction to the position as it pertains to our respective organizations.

**FINANCIAL IMPLICATIONS:**

Washington County will fund the City of Tigard \$200,000 per fiscal year for the first three years of the agreement. After the initial term, the annual funding amount will be renegotiated by mutual agreement in subsequent years. Washington County is funding this agreement from their share of Metro's Supportive Housing Services measure.

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**ATTACHMENTS:**

- Resolution 5763-24
- Exhibit A Intergovernmental Agreement

RESOLUTION NO. 5763-24

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH WASHINGTON COUNTY, AND THE CITIES OF TIGARD, AND SHERWOOD RELATING TO FUNDING FOR A HOMELESS SERVICES SYSTEM CITY LIAISON AND HOMELESS SERVICES CAPITAL PROJECTS

WHEREAS, ORS 190.010 authorizes units of local government to enter into agreements with each other to perform the functions and activities that each party has authority to perform; and

WHEREAS, in May 2020, voters within the Metropolitan Service District (“Metro”) passed a measure to fund both shelter and wraparound services for the Metro area homeless population. The purpose of the Supportive Housing Services (SHS) measure was to provide a funding mechanism to enable the provision of wraparound services through local government programs. Washington County is the recipient of Metro SHS funding for the unincorporated county and its incorporated cities, including Tualatin, Tigard, and Sherwood; and

WHEREAS, Washington County and its cities are embracing an opportunity to create a more clear and official structure for coordination and action on homelessness. This agreement between Washington County and Tualatin, Tigard, and Sherwood is intended to more clearly define roles and responsibilities to support program alignment and strategies that are working to make homelessness rare and brief in each of our cities, and across the entire county; and

WHEREAS, Washington County’s Department of Housing Services serves as the County’s Continuum of Care lead agency and is the sole recipient of regional tax funding for supportive housing services. However, city jurisdictions must navigate the challenges of homelessness through their provision of city services such as libraries, law enforcement, economic development, and neighbor relations daily. Cities receive little to no external funding to support these daily challenges and do not have a clear role in the provision of homeless services; and

WHEREAS, the goal of this agreement is to support continued partnership between Tualatin, Tigard, Sherwood, and Washington County in addressing homelessness issues generally, and to coordinate in support of the strategies and homeless service system provided by community-based organizations, funded by the Washington County Division of Homeless Services, and delivered in the cities; and

WHEREAS, Washington County provides a coordinated system of services delivered through 20+ contracted services providers, and in order to support and enhance coordination of local issues related to homelessness, and homeless services provided across Washington County, this agreement is intended to provide funding to the cities for a Homeless Services System City Liaison staff position, and the coordination work related to this role; and

WHEREAS, this agreement is intended to provide the cities with staffing capacity to work with Washington County staff, and service providers in their jurisdiction, to ensure effective response and coordination in the provision of homeless services. This agreement does not pass funds for service provision through the City of Tigard to manage with third-party service providers; and

WHEREAS, this agreement may also provide funding for homeless services capital projects in the cities and funding for staff coordination to support these capital projects;

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 25<sup>th</sup> day of March, 2024.

CITY OF TUALATIN, OREGON

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

ATTEST:

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

**INTERGOVERNMENTAL AGREEMENT  
BY AND BETWEEN  
WASHINGTON COUNTY AND  
the CITIES OF TIGARD, TUALATIN, and SHERWOOD**

This Agreement ("Agreement") is made by and between Washington County, a political subdivision of the State of Oregon ("County"), and the Cities of Tigard, Tualatin, and Sherwood, each a municipal corporation, relating to funding for a Homeless Services System City Liaison and funding for homeless services capital projects. The County or each city shall be individually referred to by name or collectively as the "Cities" or jointly as the "Parties" as appropriate.

**RECITALS**

WHEREAS, ORS 190.010 authorizes units of local government to enter into agreements with each other to perform the functions and activities that each party has authority to perform; and

WHEREAS, in May 2020, voters within the Metropolitan Service District ("Metro") passed a measure to fund both shelter and wraparound services for the Metro area homeless population. The purpose of the Supportive Housing Services (SHS) measure was to provide a funding mechanism to enable the provision of wraparound services through local government programs. County is the recipient of Metro SHS funding for the unincorporated county and its incorporated cities, including Tigard, Tualatin, and Sherwood; and

WHEREAS, County and its cities are embracing an opportunity to create a more clear and official structure for coordination and action on homelessness. This agreement between the County and partnering city jurisdictions is intended to more clearly define roles and responsibilities to support program alignment and strategies that are working to make homelessness rare and brief in each of our cities, and across the entire county; and

WHEREAS, County's Department of Housing Services serves as the County's Continuum of Care lead agency and is the sole recipient of regional tax funding for supportive housing services. However, city jurisdictions must navigate the challenges of homelessness through their provision of city services such as libraries, law enforcement, economic development, and neighbor relations daily. Cities receive little to no external funding to support these daily challenges and do not have a clear role in the provision of homeless services; and

WHEREAS, the goal of this agreement is to support continued partnership between the Cities and County in addressing homelessness issues generally, and to

coordinate in support of the strategies and homeless service system provided by community-based organizations, funded by the Washington County Division of Homeless Services, and delivered in the Cities; and

WHEREAS, the County provides a coordinated system of services delivered through 20+ contracted services providers, and in order to support and enhance coordination of local issues related to homelessness, and homeless services provided across the County, this agreement is intended to provide funding to the Cities for a Homeless Services System City Liaison staff position, and the coordination work related to this role; and

WHEREAS, this agreement is intended to provide the Cities with staffing capacity to work with County staff, and service providers in their jurisdiction, to ensure effective response and coordination in the provision of homeless services. This agreement does not pass funds for service provision through the City of Tigard to manage with third-party service providers; and

WHEREAS, this agreement may also provide funding for homeless services capital projects in the Cities and funding for staff coordination to support these capital projects;

## **AGREEMENT**

NOW, THEREFORE, the Parties agree as follows:

### **1. START AND END DATES.**

This Agreement shall be effective when signed by all Parties and shall remain in effect for as long as SHS funding is available unless terminated earlier pursuant to Section 8 or extended further pursuant to Section 9.

### **2. AGREEMENT DOCUMENTS.**

This Agreement consists of this document and the following exhibit, which is attached and incorporated:

- Exhibit A: Scope of Work

### **3. RESPONSIBILITIES OF THE PARTIES.**

- 3.1. The Cities' Responsibilities: As set forth in Exhibit A, the Cities will use the money to fund an FTE staff liaison position and for associated costs, and for capital project funding.
- 3.2. County Responsibilities: As set forth in Exhibit A, County will assist the Cities with funding for an FTE staff liaison position and associated costs, and for potential capital project funding.

**4. APPROPRIATIONS CLAUSE.**

The obligations of the Parties are subject to appropriations by their respective governing bodies.

**5. COMPLIANCE WITH APPLICABLE LAWS.**

Each party shall comply with all applicable federal, state, and local laws, and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, or handicap. In addition, each party agrees to comply with all local, state, and federal ordinances, statutes, laws, and regulations that are applicable to the services provided under this Agreement.

**6. RECITALS.**

The recitals above are incorporated herein as if fully set forth.

**7. INDEPENDENT CONTRACTOR.**

Each party is an independent contractor with regard to each other party and agrees that except as provided in Exhibit A, the performing party has no control over the work or the manner in which it is performed. Nothing herein is intended, nor shall it be construed, to create between the parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each party hereby specifically disclaims any such relationship.

**8. TERMINATION.**

8.1. Termination for convenience. Washington County may terminate this Agreement, with or without cause and at any time, by providing six (6) months' written notice of intent to terminate to the other parties. The Cities of Sherwood, Tigard, and Tualatin, may each withdraw from this Agreement, with or without cause and at any time, by providing six (6) months' written notice of intent to withdraw to the other parties. If the City of Tigard provides a notice of intent to withdraw, the remaining parties will negotiate the possible assumption of the City of Tigard's responsibilities under this Agreement by another city.

8.2. Mutual Termination. This Agreement may be terminated immediately by mutual written agreement of all of the parties.

8.3. Termination for cause. Washington County may terminate this Agreement by reason of a default by any of the other parties, provided the procedures in this Section 8.3 have been followed. The Cities of Sherwood, Tigard, and Tualatin may each withdraw from this Agreement by reason of a default by any of the other parties. A

party is in default if it fails to fully abide by any of the terms of this Agreement. The terminating or withdrawing party, as applicable, shall provide the defaulting party with written notice of the event of default. The defaulting party shall have thirty (30) days to cure the default. Notwithstanding the foregoing, if the event causing default cannot be cured within the 30-day period, then the defaulting party shall not be in default if it commences good faith efforts to cure within the 30-day period, demonstrates continuous efforts to cure the event of default satisfactory to the other parties, and, within a reasonable period not to exceed one hundred eighty (180) days after the event of default, completes the cure of such event. If the City of Tigard provides a notice of intent to withdraw, the remaining parties will negotiate the possible assumption of the City of Tigard's responsibilities under this Agreement by another city.

**9. AMENDMENTS.**

Modifications to this Agreement are valid only if made in writing and signed by all parties. Notwithstanding the foregoing, the cities' respective city managers and the county administrator are granted authority to execute binding amendments to this Agreement to extend the term and to negotiate compensation commensurate with any such extension.

**10. INDEMNIFICATION.**

Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including their officers, agents, and employees, against all claims, demands, penalties, actions and suits (including the cost of defense thereof and all attorney fees and costs, through all appeals) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the acts or omissions of that party or its officers, employees, volunteers or agents, including any contractors hired or used by the indemnitor.

**11. ACTION, SUITS, OR CLAIMS.**

Each party shall give the others immediate written notice of any action or suit filed or any claim made against that party that may result in claims or litigation in any way related to this Agreement.

**12. INSURANCE.**

Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 to 30.274.

**13. NO THIRD-PARTY BENEFICIARIES.**

This Agreement is between the parties and creates no third-party beneficiaries. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless such third parties are expressly described as intended to be beneficiaries of its terms.

**14. REMEDIES, NON-WAIVER.**

The remedies provided under this Agreement shall not be exclusive. The parties shall also be entitled to any other equitable and legal remedies that are available. No waiver, consent, modification or change of terms of this Agreement shall bind the parties unless in writing and signed by all parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of a party to enforce any provision of this Agreement shall not constitute a waiver by a party of that or any other provision.

**15. OREGON LAW, DISPUTE RESOLUTION AND FORUM.**

This Agreement shall be construed according to the laws of the State of Oregon. The parties shall negotiate in good faith to resolve any dispute arising out of this Agreement. The parties shall attempt to informally resolve any dispute concerning any party's performance of the terms of this Agreement, or regarding the terms, conditions, or meaning of this Agreement. A neutral third party may be used if the parties agree to facilitate the resolution of a dispute. This Section is not intended to limit or restrict the use by a party of any remedies set forth in Section 14.

If the parties are unable to resolve any dispute within twenty-one (21) calendar days, the parties are free to pursue any legal remedies that may be available. Any litigation between the parties arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Washington County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon located in Portland, Oregon.

**16. ASSIGNMENT.**

No party shall assign its rights or obligations under this Agreement, in whole or in part, without the prior written approval of the other party or parties.

**17. SEVERABILITY/SURVIVAL OF TERMS.**

If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken. All provisions concerning indemnity survive the termination of this Agreement for any cause.

**18. FORCE MAJEURE.**

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

**19. INTERPRETATION OF AGREEMENT.**

This Agreement shall not be construed for or against any party by reason of the authorship or alleged authorship of any provision. The Section headings contained in this Agreement are for ease of reference only and shall not be used in construing or interpreting this Agreement.

**20. INTEGRATION.**

This document constitutes the entire agreement between the parties on the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings, representations, or communications of every kind on the subject.

**21. OTHER NECESSARY ACTS.**

The Parties shall execute and deliver to each other any and all further instruments and documents as may be reasonably necessary to carry out this Agreement.

**22. NOTICE.**

Except as otherwise expressly provided in this Agreement, any communications between the parties or notices to be given shall be given in writing by personal delivery or mailing with postage prepaid to Washington County or the cities of Tigard, Tualatin, and Sherwood at the addresses set forth below. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

<u>For the City of Tigard:</u> Name and Title: Kim Ezell, Program Manger Strategic Initiatives Address: 13125 SW Hall Blvd. Tigard, OR 97223 Telephone: (503) 278- 0801	<u>For the County:</u> Jessi Adams, Homeless Services Capacity Programs Supervisor 161 NW Adams Ave, Ste 2000, MS 63 Hillsboro, OR 97124 Telephone: (503) 846-4794 Email: <a href="mailto:jessi_adams@washingtoncountyor.gov">jessi_adams@washingtoncountyor.gov</a>
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Email: kim.ezell@tigard-or.gov	
<u>For the City of Tualatin:</u> Megan George, Deputy City Manager <u>18880 SW Martinazzi</u> <u>Ave., Tualatin, OR 97062</u> (503) 691-3065 mgeorge@tualatin.gov	<u>For the City of Sherwood:</u> Name and Title: Kristen Switzer, Assistant City Manager Address: 22560 SW Pine St Sherwood, OR 97140 Telephone: (503) 625-4234 Email: switzerk@sherwoodoregon.gov

**23. COUNTERPARTS.**

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

**24. ENTIRE AGREEMENT.** This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.

The foregoing is hereby agreed upon by the Parties and executed by the duly authorized representatives of the Parties.

FOR THE CITY OF TIGARD

FOR WASHINGTON COUNTY

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

By: \_\_\_\_\_  
Marni Kuyl, Assistant County Administrator

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

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

Approved as to form:

Approved as to form:

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

\_\_\_\_\_  
Jacquilyn E. Saito, Senior Assistant  
County Counsel

FOR THE CITY OF TUALATIN

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

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

Approved as to form:

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

FOR THE CITY OF SHERWOOD

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

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

Approved as to form:

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

## EXHIBIT A - SCOPE OF WORK

The Cities of Tigard, Tualatin, and Sherwood (the “Cities”) agree to the following scope of work and allowed uses as they relate to funding provided by Washington County (“County”) under this Agreement.

### **1. Homeless Services System City Liaison staff position**

- 1.1 County will fund the City of Tigard \$200,000 per fiscal year for the purposes of a designated 1.0 full time equivalent (FTE) staff position and other associated costs, to serve as a Homeless Services System City Liaison. The County intends to provide funds annually to ensure ongoing support for this function as long as SHS funds are available. Funding will remain at \$200,000 for the first three years of this agreement (FY2023-24, FY2024-25, and FY2025-26); the annual funding amount will be renegotiated by mutual agreement in subsequent years.
- 1.2 The staff position works in coordination with the Washington County Department of Housing Services staff, the Cities of Sherwood, Tigard, and Tualatin, other city homeless services system city liaisons, and community-based service providers.
- 1.3 The position will work in coordination with city services including community engagement, law enforcement, fire and rescue, libraries, neighborhood associations or Community Participation Organizations (CPOs), public works, parks, utility providers, and other departments and institutions that are engaged in issues relating to homelessness to address programmatic, communications, and community needs.
- 1.4 The position will support relations with key stakeholders including neighborhood associations, business associations, advisory bodies, local elected officials, and other groups that are engaged in issues of homelessness, and lead communications when desired to provide educational opportunities to the community to better understand homelessness.
- 1.5 The general role of this position is to support coordination of services, provide clear information about homelessness and the service system, and help to identify local issues that can be resolved between parties through coordination.
- 1.6 Distribution of FTE capacity
  - 1.6.1 The FTE will provide homeless coordination activities for the Cities such as:
    - a. Public relations and communication with business partners, law enforcement, libraries, neighborhood associations or CPOs, public works, parks, utility providers, etc.;

- b. City services coordination, support, and education to address homelessness and understand homeless service provision, including coordination with law enforcement, libraries, neighborhood associations or CPOs, public works, parks, utility providers, etc.;
- c. Coordination and support on site identification and related community engagement for new homeless services to be located in the Cities;
- d. Coordination of the Cities' participation in the annual Point in Time (PIT) Count;
- d. City Council and City Manager communications and coordination; and
- e. Other homeless-related coordination activities for the Cities as needed.

1.6.2 The FTE will also provide coordination activities in support of homeless services funded by Washington County's Department of Housing Services, such as:

- a. Service provision planning and advising at the system level with County staff for new shelter, access centers, or other homeless service programming;
- b. Addressing challenges with local service providers regarding quality of care or other program challenges;
- c. Participating in services coordination meetings with County staff and local service providers;
- d. Conducting local analysis of systems gaps and service delivery opportunities to inform system planning and investment strategies with the County staff;
- e. Participating in system coordination meetings with other city homeless services system liaisons and County staff, and advisory bodies; and
- f. Other coordination activities with the County Homeless Services System as identified.

## **2. Supervision of Liaison and Work Equipment to be Provided by Each City**

2.1 The City of Tigard is the Liaison's employer and is responsible for overall assignment of the Liaison. However, the Cities of Sherwood and Tualatin will each assign a primary point-of-contact for the Liaison. The primary point-of-contact will be responsible for on-boarding the Liaison into the individual City's systems, act as an internal resource, and report on the Liaison's performance periodically to the City of Tigard. The City of Tigard shall exercise sole discretion regarding discipline of the Liaison.

2.2 The Liaison will work the City of Tigard's default schedule – 10 hours a day, four days a week, Monday to Thursday. During the on-boarding period the Liaison may be

required to be in-person for training and other on-boarding activities. After the on-boarding period, the Liaison will be remote, except as required.

The Liaison will provide coordination activities to the City of Tigard approximately 50%, Tualatin 25% and Sherwood 25% of the time, with the understanding that this distribution may vary as needed.

2.3 The following will be provided for use by the Liaison:

- a. A computer, cell phone, and an email address will be issued to Liaison by the City of Tigard.
- b. Tualatin and Sherwood will issue necessary IT credentials. The Cities will coordinate how the Liaison will access all systems. Liaison shall comply with each City's respective acceptable use policy.
- c. Each City will issue building access credentials to the Liaison and each City will provide office space for the Liaison when the Liaison is required to be on-site.
- d. Each City will provide City-owned vehicles for use by the Liaison, when required.

### **3. Potential funding for capital projects**

3.1 Additional funding may be distributed through this agreement for the purposes of supporting capital projects in the Cities that will be dedicated for the provision of homeless services.

3.2 Funding may include both capital investments and staff coordination capacity needed to support the project.

3.3 Funding will be determined per project for both the capital and staff capacity support, be provided as one-time funding, and be fully described in an amended scope of work to this agreement. Each scope amendment will include funding amount, estimated timeline, and role definition for the Cities and County staff related to that project.

3.4 When a potential project is identified, each of the individual Cities and County Department of Housing Services staff will work together to determine that the project is fit for funding through this agreement. This process will include:

- a. Determination that the project is eligible for Supportive Housing Services funding as determined by Metro's work plan for SHS revenue, and consistent with the County's Local Implementation Plan.

- b. Determination that the project is consistent with geographic equity and distribution of services across the County.
- c. Demonstration of joint support for the project from the Cities and County leadership.
- d. Determination that the capital project's budget is adequate and fully funded to ensure final delivery of the project.
- e. Identification of funding commitments to fully manage long-term program and building operations.
- f. Agreement on capital grant and project coordination costs to be funded through this agreement.

#### **4. Evaluation and reporting**

- 4.1 Reporting and program evaluation elements of this partnership are intended to demonstrate the value of the partnership and identify opportunities for system improvement. Evaluation and reporting activities will be intentionally constrained to ensure that undue burden is not created for staff responsible for this coordination agreement.
- 4.2 Upon commencement of the agreement, the Cities and Department of Housing Services staff, in partnership with other city liaisons, will work together to develop a reasonable reporting template to define an annual narrative and program outcomes report. This template can be amended annually as the parties seek continued process improvements through learned experience.
- 4.3 Annual reporting and evaluation process:
  - a. The Cities will each provide a narrative report describing the coordination activities that were achieved through this agreement by September 30 for the previous fiscal year (e.g., a narrative report for FY2024-25 will be due by Sept 30, 2025).
  - b. The Department of Housing Services will provide each of the Cities with annual outcomes data from the Homeless Management Information System (HMIS) to describe impact of services provided in the Cities by September 30 for the previous fiscal year (e.g., outcomes data for FY2024-25 will be due by Sept 30, 2025).
  - c. The parties will co-present these annual reports and findings to the Washington County Homeless Services advisory body and may also present to each of the

Cities' City Council, and the Washington County Board of County Commissioners, or other stakeholders as deemed mutually appropriate by the parties.

- d. The parties will convene at least annually to evaluate program outcomes and make recommendations for system improvements in April-May of each year, in advance of the County budget and work plan cycle.
- e. The parties will convene at least annually to review outcomes of this Homeless Services System City Liaison program to make recommended changes and improvements to this scope of work and overall contractual partnership.
- f. The Cities may request a report of program outcomes or provider evaluation data from HMIS to evaluate the quality of services in the local community at any time of the year. Department of Housing Services staff will make every effort to provide data as appropriate and deliver the data in a reasonable time frame.



## CITY OF TUALATIN Staff Report

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

**THROUGH:** Sherilyn Lombos, City Manager

**FROM:** Nicole Morris, Deputy City Recorder

**DATE:** 3/25/24

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**SUBJECT:**

Consideration of Recommendations from the Council Committee on Advisory Appointments

**RECOMMENDATION:**

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

**EXECUTIVE SUMMARY:**

In accordance with Council Rule 7E(1), the CCAA met and interviewed community members interested in participating on City advisory committees. The Committee recommends appointment of the following individuals:

Individuals	Board	Term
Mason Hall	Tualatin Arts Advisory Committee	Term Expiring 3/31/27
Janet Carr	Tualatin Arts Advisory Committee	Term Expiring 3/31/27
Brett Hamilton	Tualatin Arts Advisory Committee	Term Expiring 3/31/27
Cosimah Slider	Tualatin Parks Advisory Committee- Student	Term Expiring 2/28/25
Amy Trevor	Core Area Parking District Board	Term Expiring 12/31/26
Heather Weber	Core Area Parking District Board	Term Expiring 12/31/26