



TUALATIN CITY COUNCIL AND TUALATIN DEVELOPMENT COMMISSION

Monday, June 13, 2011

CITY COUNCIL CHAMBERS
18880 SW Martinazzi Avenue
Tualatin, OR 97062

WORK SESSION begins at 5:00 p.m.
REGULAR MEETING begins at 7:00 p.m.

Mayor Lou Ogden

Council President Chris Barhyte
Councilor Monique Beikman Councilor Wade Brooksby
Councilor Frank Bubenik Councilor Joelle Davis
Councilor Ed Truax

Welcome! By your presence in the City Council Chambers, you are participating in the process of representative government. To encourage that participation, the City Council has specified a time for citizen comments on its agenda - *Item C*, following Presentations, at which time citizens may address the Council concerning any item not on the agenda, with each speaker limited to three minutes, limited to three minutes, unless the time limit is extended by the Mayor with the consent of the Council.

Copies of staff reports or other written documentation relating to each item of business referred to on this agenda are available for review on the City's website at www.ci.tualatin.or.us/government/CouncilPackets.cfm, the Library located at 18878 SW Martinazzi Avenue, and on file in the Office of the City Manager for public inspection. Any person with a question concerning any agenda item may call Administration at 503.691.3011 to make an inquiry concerning the nature of the item described on the agenda.

In compliance with the Americans With Disabilities Act, if you need special assistance to participate in this meeting, you should contact Administration at 503.691.3011. Notification thirty-six (36) hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to this meeting.

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Your City government welcomes your interest and hopes you will attend the City of Tualatin Council meetings often.

PROCESS FOR LEGISLATIVE PUBLIC HEARINGS

A **legislative** public hearing is typically held on matters which affect the general welfare of the entire City rather than a specific piece of property.

1. Mayor opens the public hearing and identifies the subject.
2. A staff member presents the staff report.
3. Public testimony is taken.
4. Council then asks questions of staff, the applicant, or any member of the public who testified.
5. When the Council has finished questions, the Mayor closes the public hearing.
6. When the public hearing is closed, Council will then deliberate to a decision and a motion will be made to either *approve*, *deny*, or *continue* the public hearing.

PROCESS FOR QUASI-JUDICIAL PUBLIC HEARINGS

A **quasi-judicial** public hearing is typically held for annexations, planning district changes, variances, conditional use permits, comprehensive plan changes, and appeals from subdivisions, partitions and architectural review.

1. Mayor opens the public hearing and identifies the case to be considered.
2. A staff member presents the staff report.
3. Public testimony is taken:
 - a) In support of the application
 - b) In opposition or neutral
4. Council then asks questions of staff, the applicant, or any member of the public who testified.
5. When Council has finished its questions, the Mayor closes the public hearing.
6. When the public hearing is closed, Council will then deliberate to a decision and a motion will be made to either *approve*, *approve with conditions*, or *deny the application*, or *continue* the public hearing.

TIME LIMITS FOR PUBLIC HEARINGS

The purpose of time limits on public hearing testimony is to provide all interested persons with an adequate opportunity to present and respond to testimony. All persons providing testimony **shall be limited to 3 minutes**, subject to the right of the Mayor to amend or waive the time limits.

EXECUTIVE SESSION INFORMATION

Executive session is a portion of the Council meeting that is closed to the public to allow the Council to discuss certain confidential matters. No decisions are made in Executive Session. The City Council must return to the public session before taking final action.

The City Council may go into Executive Session under the following statutory provisions to consider or discuss: *ORS 192.660(2)(a)* the employment of personnel; *ORS 192.660(2)(b)* the dismissal or discipline of personnel; *ORS 192.660(2)(d)* labor relations; *ORS 192.660(2)(e)* real property transactions; *ORS 192.660(2)(f)* non-public information or records; *ORS 192.660(2)(g)* matters of commerce in which the Council is in competition with other governing bodies; *ORS 192.660(2)(h)* current and pending litigation issues; *ORS 192.660(2)(i)* employee performance; *ORS 192.660(2)(j)* investments; or *ORS 192.660(2)(m)* security issues. **All discussions within this session are confidential.** Therefore, nothing from this meeting may be disclosed by those present. News media representatives are allowed to attend this session (unless it involves labor relations), but shall not disclose any information discussed during this session.



OFFICIAL AGENDA OF THE TUALATIN CITY COUNCIL FOR JUNE 13, 2011

A. CALL TO ORDER
Pledge of Allegiance

B. ANNOUNCEMENTS

1. New Employee Introductions - *Heidi Blaine, Community Development Department*
2. Farmers Market Update - *Beth Roach*

C. CITIZEN COMMENTS

This section of the agenda allows citizens to address the Council regarding any issue not on the 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.

D. CONSENT AGENDA

The Consent Agenda will be enacted with one vote. The Mayor will first ask staff, the public and Councilors if there is anyone who wishes to remove any item from the Consent Agenda for discussion and consideration. The matters removed from the Consent Agenda will be considered individually at the end of this Agenda under, 1) Items Removed from the Consent Agenda. The entire Consent Agenda, with the exception of items removed from the Consent Agenda to be discussed, is then voted upon by roll call under one motion.

1. Approval of the Minutes for Special Work Session of April 26, 2011, Work Session and Meeting of May 9, 2011, and Special Work Session of May 23, 2011
2. Resolution No. **5032-11** Approving and Authorizing the Provision of Workers' Compensation Insurance Coverage to Volunteers and Repealing Resolution No. 4978-10
3. Resolution No. **5033-11** Authorizing Non-Represented Employee Personal Services Updates for Fiscal Year 2011/2012
4. Resolution No. **5034-11** to Provide City-Designated Electronic Devices to New Council Members
5. Resolution No. **5035-11** Authorizing Changes to the Adopted 2010-2011 Budget
6. Resolution No. **5036-11** Certifying City of Tualatin Municipal Services
7. Resolution No. **5037-11** to Close Out the Library Improvement Fund and Transfer Remaining Funds to the General Fund
8. Resolution No. **5038-11** Approving the Allied Waste Services Rate Increase
9. Resolution No. **5039-11** Amending Sewer and Surface Water Management Rates Inside the City of Tualatin and Rescinding Resolution 4979-10

10. Resolution No. **5040-11** Awarding the Bid for the Saum Creek Landslide Repair
11. Resolution No. **5041-11** Authorizing an Intergovernmental Agreement for Concept Planning the Basalt Creek Area
12. Resolution No. **5042-11** Accepting Renewal of an Intergovernmental Cooperation Agreement with Washington County for the Community Development Block Grant Program
13. Resolution No. **5043-11** Approving Amendment No. 2 to a Contract with Washington County for a Community Development Block Grant to Expand and Renovate the Juanita Pohl Center
14. Resolution No. **5044-11** Authorizing the Mayor to Execute the Public Library Services Agreement and the WCCLS Information Network Agreement between the City of Tualatin and Washington County on Behalf of the Washington County Cooperative Library Services

E. SPECIAL REPORTS

1. Presentation of the 2011 Tualatin Science & Technology Scholarship Awards
2. Presentation of the Tualatin Youth Advisory Council 2010/11 Annual Report

F. PUBLIC HEARINGS – *Legislative or Other*

1. Resolution No. **5045-11** Declaring the City's Election to Receive State Revenue Sharing Funds During Fiscal Year 2011-12
2. Consideration of a Plan Text Amendment (PTA) that would Amend Storm Water Quality Regulations to Allow a Regional Public Water Quality Facility to Serve Private, Non-Residential Development; and Amend TDC 74.650 (PTA-11-04)

G. PUBLIC HEARINGS – *Quasi-Judicial*
None.

H. GENERAL BUSINESS

1. Ordinance No. **1323-11** Allowing Regional Public Facilities To Treat Private Development's Stormwater and Amending TMC 3-5-340, 3-5-380, and 3-5-390
2. Ordinance No. **1324-11** Amending the Extension of the Approval Periods of Certain Architectural Review Decisions and Amending TDC 73.056 (PTA-11-03)
3. Authorizations for the Use of City Resources and Facilities by the Chamber of Commerce for the 2011 Crawfish Festival
4. Resolution No. **5046-11** Adopting Principles of Citizen Involvement

I. 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.

J. COMMUNICATIONS FROM COUNCILORS

K. EXECUTIVE SESSION

L. ADJOURNMENT



CITY COUNCIL SIGN-UP SHEET

DATE: June 13, 2011



PLEASE COMPLETE TO GIVE TESTIMONY

LIMIT TESTIMONY TO THREE MINUTES

	(PLEASE PRINT CLEARLY) Name	Address	E-mail	Representing	Agenda Item(s) or Citizen Comments
1.	Beth Reed	22381 SW 107K Tuculash OR 97062		Tuculash Farmers Market	Artisan Comments
2.	Toni Anderson	17790 SW Chapman 97062		Self	
3.					
4.					
5.					
6.					
7.					
8.					

Sara Singer

From: Steve Stolze [steve@slshomes.com]
Sent: Friday, June 10, 2011 3:50 PM
To: Sara Singer
Subject: RE: Citizen Involvement Discussion- June 13th

Sara,

Thank you for including me on this message, and I would like to make an official comment that this program already exists.

It is called democracy, where citizens can directly approach their citizen elected officials, and this creates one more "implied" step or representative to do that.

I feel that we already have the accessibility to our city and elected officials, without having another bureaucracy created that is not in the interest of the community.

I strongly feel that if the citizens group wants to creat "neighborhood" associations, they go ahead and do it, but not under the pretense that they will in any way represent the citizens or provide any more of a conduit than already exists or in any manner better than the system that now exists.

I do not feel that this type of system be "sanctioned" by the City as "official", we do not need it, nor do many want it.

I applaud efforts to be more neighborly, but this appears to be an organized effort by a few to exhort unintended power and authority over our elected and staff personnel.

I have always supported citizen involvment, and encourage it, but not in a "mob mentality".

I ask that these comments be part of the record for the hearing.

Portland Area Remodeler of the Year



www.slshomes.com

Steve Stolze, President
SLS Custom Homes Inc.
Ph. 503-691-9878
Fx: 503-692-7983
CCB# 91577

From: Sara Singer [<mailto:SSINGER@ci.tualatin.or.us>]
Sent: Tuesday, June 07, 2011 2:48 PM
Cc: Department Managers; COUNCIL
Subject: Citizen Involvement Discussion- June 13th

Good Afternoon!

The City Council will be continuing their discussion of a Citizen Involvement Organization Program at the June 13th City Council Work Session. The proposed code language has been revised to reflect the Council's discussion at the May 23rd Work Session. To view the packet materials for the June 13th work session please visit:

http://208.71.205.242/agenda_publish.cfm?mt=ALL&get_month=6&get_year=2011&dsp=agm&seq=279&rev=0&ag=121&ln=3051&nseq=&nrev=&pseq=236&prev=0#ReturnTo3051

This link will direct you to the work session agenda item. On this page, you will also find links to the attachments referenced in the staff report.

In addition to the discussion during the work session, the City Council will also be discussing a resolution adopting the Principles of Citizen Involvement during the regular Council Meeting. To view this agenda item please visit:
http://208.71.205.242/agenda_publish.cfm?mt=ALL&get_month=6&get_year=2011&dsp=agm&seq=258&rev=0&ag=122&ln=3049&nseq=&nrev=&pseq=253&prev=0#ReturnTo3049

Should you have any questions regarding either of these agenda items, please feel free to call me at (503)691-3065 or email me at ssinger@ci.tualatin.or.us.

Sincerely,

Sara Singer

Assistant to the City Manager
City of Tualatin | Administration
503.691.3065 | www.ci.tualatin.or.us

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STAFF REPORT

CITY OF TUALATIN

APPROVED BY TUALATIN CITY COUNCIL
Date 6-13-11
Recording Secretary [Signature]

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Maureen Smith, Executive Assistant

DATE: 06/13/2011

SUBJECT: Approval of the Minutes for Special Work Session of April 26, 2011, Work Session and Meeting of May 9, 2011, and Special Work Session of May 23, 2011

ISSUE BEFORE THE COUNCIL:

The issue before the Council is to approve the minutes of the Special Work Session of April 26, 2011, the Work Session and Meeting of May 9, 2011, and the Special Work Session of May 23, 2011.

RECOMMENDATION:

Staff respectfully recommends that the Council adopt the attached minutes.

FINANCIAL IMPLICATIONS:

There are no financial impacts associated with this item.

Attachments: A - Special Work Session Minutes of 4/26/11
B - Work Session Minutes of 5/09/11
C - Meeting Minutes of 5/09/11
D - Special Work Session Minutes of 5/23/11



OFFICIAL MINUTES OF THE SPECIAL WORK SESSION OF THE TUALATIN CITY
COUNCIL FOR APRIL 26, 2011

- Present: Mayor Lou Ogden, Council President Chris Barhyte, Councilor Monique Beikman, Councilor Joelle Davis, Councilor Wade Brooksby, Councilor Frank Bubenik, Councilor Ed Truax
- Staff Present: City Manager Sherilyn Lombos
City Attorney Brenda Braden
City Engineer Mike McKillip
Community Development Director Alice Rouyer
Operations Director Dan Boss
Community Services Director Paul Hennon
Assistant to the City Manager Sara Singer
Executive Assistant Maureen Smith
- Attendees: Steve Caporale, Jonathan Crane, Jan Giunta
Julie Makarowsky, Scott Mitton, Jeanne Raikoglo
Ed Reed, Mike Riley, Christine Nyberg Tunstall
Manny Trujillo, George Vigileos

A. CALL TO ORDER

Mayor Ogden called the special Council Work Session to order at 5:06 p.m.

B. AGENDA

Continued Discussion from the April 11, 2011 Council Work Session on citizen involvement with members of the Citizen Involvement Organization Ad Hoc Committee

a. Citizen Engagement Discussion

Mayor Ogden welcomed all to the special work session, and introductions were made of the members of ad hoc committee on citizen involvement participating in this discussion. Mayor Ogden explained that the Council's discussion from the April 11, 2011 work session on citizen engagement identified policy statements including a list of questions that Council had from that discussion. The first four are broader in nature, with eventually getting to review of the CIO program proposal bylaws, form, etc.

Review began of the Council's six citizen engagement policy statements that came out of the previous discussion - capacity building, process integrity, fiscally responsible, accessible, effective feedback, and effective communication. Clarity of the process integrity policy statement was raised to address transparency in government. Being able to reach the broader community was also mentioned about part of the process integrity policy statement.

Review of the accessibility policy statement had areas that cross over into the process integrity policy statement. The fiscally responsible policy statement, and effective feedback policy statement were also reviewed. Discussion on how feedback is meant to involve citizens not only in the beginning but also after a decision is made. It was suggested that the effective feedback statement has commonalities and could be combined with the effective communication statement. Three points addressed by Council from their earlier discussion were clarified and changes were made to the policy statements to better reflect the intent.

An Ad hoc committee member commented that the CIOs have three overriding principles that dovetail into the six policy statements of Council - access to citizen involvement, equal opportunity for all voices, and the CIO would maintain its independence, but be a partnership with the City. Handouts were distributed and reviewed by the ad hoc committee addressing the list of questions that arose from Council's previous discussion. Mention was made in looking at the comparison charts of other cities that have neighborhood programs there is a common thread of having the ability to change their own bylaws, etc. And this program proposal looks to be that the Community Involvement Coordinating Council (CICC) controls the bylaws and in essence, "runs" the CIOs.

The ad hoc committee reviewed the comparison chart and explained the reasons of why some of the other cities' programs were rejected and how they arrived at their bylaws. Although the information in the matrix is technically correct, how neighborhood associations and city governments work in the every day world, further information of each needs to be understood. The "bylaws" matrix category was used as an example in that based on reading of the particular city ordinance or code language, many of the listed cities do allow neighborhood associations to compose their own bylaws. However, it is common that city controls of the form and content of the bylaws is maintained. An example in Gresham is after review of three of their neighborhood association bylaws, it was found that each were almost identical with one sentence difference in one association's bylaws. Gresham recommends use of their complete bylaw template and the neighborhood draft bylaws then need to be approved by the city. Another example is West Linn, where the city hires and pays consultants to meet with each neighborhood association to assist in composing their bylaws, which then has to be approved by the City.

Discussion continued on how the structure of the CIO would operate with the various subcommittees. The question of level of City funding was discussed and another common thread mentioned is funds not being needed for many of the other cities' CIOs. Discussion followed on the budget proposed, and how the staff position would function in relation to the CIOs, etc. The nature and level of influence of CIO recommendations was also discussed.

A citizen involvement organization program was distributed, including the bylaws and explained by ad hoc committee member Scott Mitton.

Mayor Ogden concluded with discussion with what next steps should be. It was decided to have another work session with Council and the ad hoc committee members to review the bylaws.

C. EXECUTIVE SESSION

None.

D. COMMUNICATIONS FROM COUNCILORS

None.

E. ADJOURNMENT

The special work session adjourned at 7:05 p.m.

Sherilyn Lombos, City Manager

Maureen Smith Maureen Smith / Recording Secretary

**OFFICIAL MINUTES OF TUALATIN CITY COUNCIL WORK SESSION FOR MAY 9, 2011**

Present: Mayor Lou Ogden, Council President Chris Barhyte, Councilor Monique Beikman, Councilor Joelle Davis, Councilor Wade Brooksby (arrived at 5:51 p.m.), Councilor Frank Bubenik, Councilor Ed Truax

Staff Present: City Manager Sherilyn Lombos, City Attorney Brenda Braden, City Engineer Mike McKillip, Police Chief Kent Barker, Operations Director Dan Boss, Community Services Director Paul Hennon, Finance Director Don Hudson, Planning Manager Aquilla Hurd-Ravich, Community Development Director Alice Rouyer, Senior Planner William Harper, Program Coordinator Kathy Kaatz, Maintenance Services Division Manager Clayton Reynolds, Assistant to the City Manager Sara Singer, Management Intern Ben Bryant, Executive Assistant Maureen Smith

1. CALL TO ORDER

Mayor Ogden called the work session to order at 5:00 p.m.

2. ITEMS FOR DISCUSSION**a. iPad Training**

IT Technician John Dubuque provided a brief training to Council for their iPad applications, allowing for access to Council meeting materials electronically.

b. Allied Rate Increase Request

City Manager Lombos introduced the presentation. Operations Director Dan Boss and Program Coordinator Kathy Kaatz were present, along with representatives from Allied Waste.

Region General Manager Carol Dion spoke on Allied's request of a rate increase that would take effect on June 1, 2011. Ms. Dion noted they are seeing their rate of return erode over the past few years, primarily due to a significant price increase from Metro of per ton charges. Operating costs are projected to increase around 8.5%. The average rate increase a residential customer will see is 0.45 per month.

It was asked and explained in further detail by Ms. Dion about the increases over the last few years. As a semi-regulated utility, Allied is committed to timeliness of services. They replace equipment on a regular basis, and have done rerouting and other efficiencies, but their flexibility is limited. The significant increases in Metro's excise tax has primarily been the factor, and Ms Dion explained the tax is not only for solid waste, but for the rest of what is managed by Metro.

Brief discussion followed.

c. Transportation System Plan Public Involvement Strategy Update

City Manager Sherilyn Lombos began discussion on the Transportation System Plan (TSP) strategy update. At the January 24, 2011 meeting, the City Council authorized a Personal Services Agreement with JLA Public Involvement, Inc. for Phase I of the TSP.

City Manager Lombos presented a PowerPoint reviewing four phases of public involvement, explaining what each phase will entail: establish infrastructure, frame the conversation, deliberation and discussion, and options and recommendation. The next phase would start immediately and staff will bring back a contract with JLA. Also, a Request for Proposals (RFP) will go out for technical consultants, modeling, engineers, etc. that will help throughout this project.

It was asked about specific methods that haven't been used in the past that will involve the public, etc. and City Manager Lombos explained JLA is excellent at what they do, and reviewed their strategy of engaging the public, which could include workshops, an online discussion group, online interactive maps allowing for the public to express their needs without leaving their home, etc.

City Manager Lombos said the next few months there will be a plan put together on public outreach, etc. and recognize it is a challenge to be able to reach people. It was suggested when the City's website redesign is done that it be more interactive. Timelines and task force formation, etc. were reviewed.

Discussion followed. Consensus of all Council present was to proceed forward as presented by staff.

d. Televising City Council Work Sessions

Assistant to the City Manager Sara Singer presented information on the direction of Council on the televising of Council work sessions. The contract the City has with Tualatin Valley Community Television (TVCTV) does not account for work sessions and would cost about \$6,900 a year. It was asked about having audio only, and costs associated with publishing audio online. Ms. Singer said she would research the costs of live streaming audio only, and audio after the fact, to be on the website. Discussion followed and Council decided not to televise work sessions but to look at information staff will provide on streaming video.

e. Format of May 23rd Council Work Session

City Manager Lombos said as a follow-up to citizen involvement, in lieu of the regular work session/meeting of May 23, 2011, an extended work session is proposed to continue with discussions on community involvement. The next step identified is to review the proposed Citizen Involvement Organization Program (CIOP) bylaws, etc., giving the group an opportunity to go through the proposal thoroughly and know what the issues and concerns are. It was suggested that

breaking into small work groups could be beneficial.

Discussion continued on how to structure the work session and who should be involved at what level of the discussion. It was mentioned addressing the 14 issues identified by Council could be addressed before breaking into working groups.

Ad hoc member Jan Giunta commented any ad hoc committee members present at the special work session would not have the authority to make any changes without review and voting of the full ad hoc committee. Council discussed the difficulty of coordinating schedules that will work for everyone and suggested, if possible, the ad hoc committee review what's been discussed before the special work session.

Discussion followed and it was agreed by Council that all the members listed in the ad hoc committee's CIOP proposal, including past members, be invited to attend the work session. Council consensus of all present was to conduct the meeting similar to the April 26, 2011 special work session.

3. COMMUNICATIONS FROM COUNCILORS

None.

4. EXECUTIVE SESSION

None.

5. ADJOURNMENT

The work session adjourned at 7:05 p.m.

Sherilyn Lombos, City Manager



Maureen Smith, Maureen Smith, Recording Secretary



Official Minutes of the Tualatin City Council Meeting for May 9, 2011

Present: Mayor Lou Ogden, Council President Chris Barhyte, Councilor Monique Beikman, Councilor Wade Brooksby, Councilor Frank Bubenik, Councilor Ed Truax, Councilor Joelle Davis

Staff Present: City Manager Sherilyn Lombos, City Attorney Brenda Braden, City Engineer Mike McKillip, Police Chief Kent Barker, Community Development Director Alice Rouyer, Community Services Director Paul Hennon, Finance Director Don Hudson, Planning Manager Aquilla Hurd-Ravich, Assistant to the City Manager Sara Singer, Senior Planner William Harper, Assistant Planner Colin Cortes, Program Coordinator Kathy Kaatz, Maintenance Services Division Manager Clayton Reynolds, Management Intern Ben Bryant, Executive Assistant Maureen Smith

A. CALL TO ORDER

Mayor Ogden called the meeting to order at 7:08 p.m.

The Pledge of Allegiance was led by Councilor Brooksby.

B. ANNOUNCEMENTS

1. *New Employee Introductions*

Community Services Director Paul Hennon introduced new Library employee Hannah Haymond.

2. *Proclamation Declaring the Week of May 15 - 21, 2011 as Emergency Medical Services Week in the City of Tualatin*

Council President Barhyte read the proclamation.

3. *Proclamation Declaring the Week of May 15 - 21, 2011 as National Police Week in the City of Tualatin*

Councilor Truax gave a brief introduction on police memorial week, and read the proclamation.

4. *Proclamation Declaring May 15 - 21, 2011 Public Works Week in the City of Tualatin*

Councilor Beikman gave a brief background on the work that goes on behind the scenes of the City's public works department and read the proclamation.

5. *Tualatin Youth Advisory Council Presentation*

Members of the Youth Advisory Council presented a PowerPoint on upcoming events and activities.

C. CITIZEN COMMENTS

This section of the agenda allows citizens to address the Council regarding any issue not on the 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.

Kathy Newcomb, 17515 SW Cheyenne Way, Tualatin, OR noted her interest in the public involvement planning that's happening with the City's Transportation System Plan (TSP), and how the City's advisory committees, particularly the Tualatin Planning Advisory Committee (TPAC) should be part of the citizen involvement process. Ms. Newcomb thanked everyone for the work that's been done to date.

D. CONSENT AGENDA

The Consent Agenda will be enacted with one vote. The Mayor will first ask staff, the public and Councilors if there is anyone who wishes to remove any item from the Consent Agenda for discussion and consideration. The matters removed from the Consent Agenda will be considered individually at the end of this Agenda under, H) Items Removed from the Consent Agenda. The entire Consent Agenda, with the exception of items removed from the Consent Agenda to be discussed, is then voted upon by roll call under one motion.

Jan Giunta, 17655 SW Shawnee Trail, Tualatin, OR , requested under D. Consent Agenda , Item D-4 , the minutes of the Special Work Session of April 26, 2011 be removed from the Consent Agenda.

MOTION by Councilor Ed Truax, SECONDED by Council President Chris Barhyte to approve the Consent Agenda as read and amended (removal of the Special Work Session Minutes of April 26, 2011).

Vote: 7 - 0 CARRIED.

1. Resolution Awarding the Bid for the SW Apache Drive Waterline Replacement
2. Resolution for a Conditional Use Permit for Tualatin Heated Storage, a Dwelling Unit for Watchman and Family in the General Manufacturing (MG) Planning District at 19800 SW Cipole Road (Tax Map 2S1 21DC, Tax Lot 1000) (CUP-11-01)

3. Community Involvement Committee Appointments
4. Approval of the Minutes for the Work Session and Meeting of April 25, 2011

E. SPECIAL REPORTS

None.

F. PUBLIC HEARINGS – Legislative or Other

1. An Ordinance Amending the Extension of the Approval Periods of Certain Architectural Review Decisions Amending TDC 73.056 (PTA-11-03)
-

Mayor Ogden opened the legislative public hearing.

Assistant Planner Colin Cortes presented the staff report and entered the entire staff report into the record. The proposed plan text amendment is requesting a change to a Council decision made about two years ago to accommodate projects that were affected by the recession. There were additional projects that were not included as they were just outside the date range, and staff is requesting the time period be changed to include those other projects. Assistant Planner Cortes added staff will be bringing another amendment to Council to address this issue in general.

PROPOSERS/OPPONENTS - None.

COUNCIL DISCUSSION - None.

Mayor Ogden closed the oral testimony of the hearing.

COUNCIL DELIBERATION

MOTION by Councilor Ed Truax, SECONDED by Councilor Monique Beikman to direct staff to prepare an ordinance granting PTA-11-03.

Vote: 7 - 0 CARRIED.

G. PUBLIC HEARINGS – Quasi-Judicial
None.

H. GENERAL BUSINESS

1. Allied Waste Services Rate Increase Request
-

Operations Program Coordinator Kathy Kaatz presented information on Allied Waste's request for a rate increase. Also present was Allied Waste Region General Manager Carol Dion. This issue was also discussed at the preceding Council Work Session.

General Manager Carol Dion gave a brief explanation of what the increases will entail with residential services, as outlined in the staff report. The average residential increase per month will be 0.45. Ms. Dion also mentioned by fully utilize recycling and yard debris, customers would see a reduction in the amount of trash that goes out in their cart.

Discussion followed. Ms. Dion explained Allied has seen an erosion in their rate of return in the last few years, primarily due to Metro's excise tax, which has increased substantially over the past two years, necessitating the rate increase request from Allied Waste. Metro's tax also funds non-solid waste activities, other than solid waste.

Discussion followed with review of the increased disposal costs, and the significant increases that have been applied by Metro.

MOTION by Council President Chris Barhyte, SECONDED by Councilor Monique Beikman to direct staff to prepare a resolution to approve Allied Waste Services rate increase, effective June 1, 2011.

Vote: 7 - 0 CARRIED.

2. Ordinance Amending the Sign Regulations to Allow an Electronic Message Display for a High School Campus in the RL Planning District; Amending TDC 31.060, 38.100 & 38.130-140 (PTA-11-02)
-

MOTION by Councilor Truax, SECONDED by Councilor Beikman for a first reading by title only. MOTION by Councilor Truax, SECONDED by Councilor Barhyte for a second reading by title only. MOTION CARRIED. The poll was unanimous. MOTION by Councilor Truax, SECONDED by Councilor Davis to adopt the ordinance. MOTION CARRIED.

I. 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.

D-4 Special Work Session Minutes of April 26, 2011

Jan Giunta, 17655 SW Shawnee Trail, Tualatin, OR , noted her request to remove the Special Work Session minutes of April 26, 2011, to ask that additional dialogue be added to the discussion, and to add some ad hoc committee members that were present in the audience. Ms. Giunta did not have the additional information available at this meeting, but said she will forward it to the City Manager in the next few days.

J. COMMUNICATIONS FROM COUNCILORS

Councilor Beikman noted her attendance at the recent Washington County Coordinating Committee (WCCC) meeting.

K. EXECUTIVE SESSION

None.

L. ADJOURNMENT

MOTION by Councilor Ed Truax, SECONDED by Councilor Joelle Davis to adjourn the meeting at 7:56 p.m.

Vote: 7 - 0 CARRIED

Sherilyn Lombos, City Manager



Maureen Smith / Recording Secretary



**OFFICIAL SPECIAL WORK SESSION MINUTES OF THE TUALATIN CITY
COUNCIL FOR MAY 23, 2011**

Present: Mayor Lou Ogden, Council President Chris Barhyte, Councilor Monique Beikman, Councilor Joelle Davis, Councilor Wade Brooksby, Councilor Frank Bubenik

Absent: Councilor Ed Truax

Staff Present: Sherilyn Lombos, Brenda Braden, Mike McKillip, Kent Barker, Dan Boss, Paul Hennon, Nancy McDonald, Don Hudson, Aquilla Hurd-Ravich, Eric Underwood, William Harper, Cindy Hahn, Carl Switzer, Ben Bryant, Maureen Smith, Sara Singer, Alice Rouyer

Attendees: Jan Giunta; Mike Riley; Ed Reed

A. CALL TO ORDER

Mayor Ogden called the special work session to order at 6:09 p.m.

B. AGENDA

1. Citizen Engagement Special Work Session Discussion

Mayor Ogden began the special work session by noting the Council has met a number of times for discussion on citizen engagement and the proposed Citizen Involvement Organization (CIO) program. At the special work session held in April, the Council's policy statements that were arrived at a work session in March, were reviewed. Also remaining is 14 questions Council arrived at from the March work session, and the need to be able to address the bylaws in some fashion. Other discussions have also been held since the special work session, and it was mentioned that members that were part of the citizen involvement process early on were invited to attend this work session. Review of the legal implications brought forward from City Attorney Brenda Braden's memorandum is also open for discussion. Mayor Ogden asked for any comments/input from the ad hoc committee members and of Council.

Council President Barhyte said he recently met with Ad Hoc Committee member Jan Giunta and discussed several issues, including the proposal he brought forward, and that his proposal is more related to "Code" language, not bylaws. He also said he is somewhat concerned how the process will end up and while he would like to see more citizen involvement, doesn't want a system created that is too convoluted.

A recap of the City Attorney's memorandum was suggested, including the three different scenarios presented. City Attorney Brenda Braden gave a detailed explanation of her legal analysis with respect to the proposed structure, bylaws, and amendments to the Tualatin Municipal Code. She explained the legal issues differ depending on the level of the City's involvement in the CIO Program. The analysis has been divided into three scenarios, each representing a different level of City involvement. Under Scenario 1, the intent would have the CIOs be independent entities, and free to organize, establish boundaries, bylaws, etc.,

operating as formally or informally as determined. Under this scenario the City would not add any provisions to the Municipal Code to create or recognize the CIO program or adopt bylaws. Under Scenario 2 the City could adopt code provisions setting a minimum criteria for CIOs, and for the groups to be recognized by the City as representing a particular neighborhood. She went on to explain what minimum criteria could be included in the bylaws. Under Scenario 3, Council would be adopting the CIO program into the Municipal Code and incorporating the bylaws "by reference." As currently drafted, there are legal issues with the proposed Development Code language, the proposed bylaws for the CIOs and the Citizen Involvement Coordinating Committee (CICC) and their interactions. City Attorney Braden explained the term "unlawful delegation of legislative authority" and the Council's delegation of authority.

It was asked by the ad hoc committee about having an ordinance instead of code language and was explained by City Attorney Braden that an ordinance is the "code." She also added after speaking with other cities, most have basically gone with Scenario 2. Also asked is about including funding, and City Attorney Braden explained Council can designate funds as grants, etc. Also asked and answered that a type of application process can be set up, to address any delegation of authority issues.

Ad hoc committee member Giunta took a moment to thank all the past committee members that have participated with their time and valuable input.

Council discussed the various scenarios and it was asked by Councilor Brooksby whether they were ready to decide on a particular one. Mayor Ogden said he was not ready to choose. Councilor Beikman said she supports Scenario 1, and has concerns with the proposed bylaws and had forwarded those concerns to the ad hoc committee. She believes there is way that fits Tualatin better, and remains uncertain whether the proposal as presented would work in Tualatin. Councilor Barhyte was in favor of Scenario 2, with the understanding of the powers and duties of the CIOs, and Councilor Davis agreed with Councilor Barhyte to a certain extent, and was not in favor of Scenario 1, as groups could form and not include all who want to be part of the association.

It was decided by Council to review the proposed bylaws section by section, including Council President Barhyte's "code" proposal, and invited ad hoc members at the table to further discuss. Review began of the proposed CIO bylaws. Consistency with the CIOs is important for Council, knowing how a particular CIO is representative of the entire CIO. It was mentioned that the Tualatin Planning Advisory Committee (TPAC) language could be changed to include Goal 1, and the discharge of the City's responsibility to Goal 1 rests with the City, not CIOs. Discussion followed.

The first section, PURPOSE, was reviewed and explained by the ad hoc committee that commercial and industrial boundaries are slightly different and noted the insertion of the overlay in both, other than that the language is the same. Commercial and industrial looks to represent the entire city, as commented by an audience member. Mayor Ogden suggested the logistics of the overlay can be discussed outside of this meeting.

MEMBERSHIP section was next discussed, and it was decided to expand the membership language and suggested to remove membership of voting age of 18, or to change to age 16. Asked and defined about the property owner section of the MEMBERSHIP. Next reviewed was MEMBER MEETINGS, and it was determined to include the annual meeting requirement of one a year. It was asked and explained by City Attorney Braden about public meetings/public records law and that to indicate that all meetings are open. It was mentioned by Council to not have the City get into inclusivity of the operations of how the

meetings are run. There would need to be a reference in the Code to have open meetings for all, but votes are of the membership. Discussion followed. Concern was expressed about "single-issue" groups and City Attorney Braden suggested "meetings shall not be closed" language to substitute. The Council and ad hoc committee members finished with review of the remainder of the bylaws.

Review of the Citizen Involvement Coordinating Committee (CICC) bylaws were next discussed and whether to include them as part of Code. The ad hoc committee said there is a need for discussion as Councilor Barhyte's definition and the ad hoc committee's definition of the CICC purpose are somewhat different. Discussion continued on the "funding" issue with regard to the CICC, and was explained by City Attorney Braden how the procedure would need to work, and that there would need to be some type of controls on the actual funds. Discussion followed, and it was mentioned by the ad hoc committee that the CICC should be part of the Code. Mayor Ogden said it is not clear to him of why the need to include the CICC in the Code. The Ad hoc committee said it needs to be in the Code to serve a fiduciary responsibility. City Manager Lombos explained the system the City has in place for outside agencies funding and how that process works.

Discussion continued on the reasoning of including the CICC in Code. Mention was made about combining the CIOs with the CICC. Council continued their discussion and it was suggested to include in the "draft" Code language and address it further at another meeting.

The ad hoc committee said the CIOs need to have some commitment from the City, and mentioned other cities all had something in their code addressing the City's responsibility and CIO's responsibility, and the ad hoc committee belief that there should be staffing and funding to be able to succeed. Discussion followed.

The special work session concluded of the review of the bylaws and proposed Code language.

C. EXECUTIVE SESSION

None.

D. COMMUNICATIONS FROM COUNCILORS

None.

E. ADJOURNMENT

The special work session concluded at 9:12 p.m.

Sherilyn Lombos, City Manager



Maureen Smith / Recording Secretary



STAFF REPORT

CITY OF TUALATIN

APPROVED BY TUALATIN CITY COUNCIL

Date 6-13-11

Recording Secretary [Signature]

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Nancy McDonald, Human Resources Director

DATE: 06/13/2011

SUBJECT: Resolution Approving and Authorizing the Provision of Workers' Compensation Insurance Coverage to Volunteers and Repealing Resolution No. 4978-10

ISSUE BEFORE THE COUNCIL:

The City of Tualatin will provide for workers' compensation insurance coverage to classes of volunteer workers for policy year 2011-2012.

RECOMMENDATION:

Staff respectfully requests that the City Council adopt the attached resolution approving and authorizing the provision of workers' compensation insurance coverage to volunteers of the City of Tualatin and repeal Resolution No. 4978-10.

EXECUTIVE SUMMARY:

The City Council wishes to protect its volunteers from injuries arising out of, or in the scope of, their service to the City. The City elects, pursuant to ORS 656.031 to provide workers' compensation insurance coverage to volunteers listed on the electronically submitted CIS Volunteer Election form.

Attachments: A-Resolution

RESOLUTION NO. 5032-11

RESOLUTION APPROVING AND AUTHORIZING THE PROVISION
OF WORKERS' COMPENSATION INSURANCE COVERAGE TO
VOLUNTEERS OF THE CITY OF TUALATIN AND REPEALING
RESOLUTION NO. 4978-10

WHEREAS the City of Tualatin elects the following:

WHEREAS pursuant to ORS 656.031, workers' compensation coverage will be provided to the classes of volunteer workers listed on the electronically submitted CIS Volunteer Election form; and

WHEREAS an assumed monthly wage of \$800 per month will be used for public safety volunteers; and

WHEREAS non-public safety volunteers will keep track of their hours and have their assumed payroll reported in the correct class code for the type of work being performed using Oregon minimum wage; and

WHEREAS court-mandated community service workers/inmates on work release may be covered for workers' compensation benefits by the sentencing court. Coverage will be determined prior to work inception and stipulated to in writing between the City of Tualatin and the respective sentencing court. Court-mandated volunteers will keep track of their hours and have their assumed payroll reported in Class Code 7720V using Oregon minimum wage; and

WHEREAS a roster of active volunteers will be provided to City/County Insurance Services (CIS) for their use during year-end audit; and

WHEREAS unanticipated volunteer projects or exposure not addressed herein will be added onto the City of Tualatin's coverage agreement (1) by endorsement, (2) with advance notice to CIS, and (3) allowing two weeks for processing. It is hereby acknowledged that coverage of this type cannot be backdated.

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

Section 1. The City of Tualatin provide for workers' compensation insurance coverage as indicated above for Policy Year 2011-2012.

Section 2. This resolution repeals Resolution No. 4978-10, dated June 14, 2010.

INTRODUCED AND ADOPTED this 13th day of June, 2011.

CITY OF TUALATIN, OREGON

BY _____

Mayor

ATTEST:

BY _____

City Recorder



STAFF REPORT

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Nancy McDonald, Human Resources Director

DATE: 06/13/2011

SUBJECT: Resolution Authorizing Non-Represented Employee Personal Services Updates for Fiscal Year 2011/2012

ISSUE BEFORE THE COUNCIL:

The City Council will consider an adjustment for non-represented staff, consist with the adjustments contained in the collective bargaining agreements of the Tualatin Employee's Association and the Tualatin Police Officer's Association.

RECOMMENDATION:

Staff respectfully requests that the City Council adopt the attached Resolution.

EXECUTIVE SUMMARY:

Section 1 of the Resolution proposes that the Salary Schedules for non-represented employees and each non-represented employee's rate of pay be increased consistent with the negotiated increase for the Tualatin Employee's Association and the Tualatin Police Officer's Association.

Section 2 of the Resolution maintains the City's current contribution to management health insurance premiums, recognizing that any amount exceeding the City's contribution will be the responsibility of the employee.

FINANCIAL IMPLICATIONS:

Provisions of the non-represented employee salary schedules adjustment including individual salary increases are incorporated in the proposed FY 2011-12 budget.

Attachments: A-Resolution

RESOLUTION NO. 5033-11

RESOLUTION AUTHORIZING NON-REPRESENTED
EMPLOYEES PERSONAL SERVICES ADJUSTMENTS FOR
FISCAL YEAR 2011-12

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

Section 1. Effective July 1, 2011, the Salary Schedules for non-represented employees shall be increased by a 2% cost of living allowance with the pay rates for these employees adjusted accordingly. This increase is consistent with the adjustments contained in the Tualatin Employee's Association and the Tualatin Police Officer's Association Collective Bargaining Agreements.

Section 2. Effective July 1, 2011 the employer's tiered contribution to management health insurance premiums remains static and any amount exceeding the employer's contribution, which will vary depending upon individual selection, is the responsibility of the employee.

INTRODUCED AND ADOPTED this 13th day of June, 2011.

CITY OF TUALATIN, OREGON

BY _____

Mayor

ATTEST:

BY _____

City Recorder



STAFF REPORT

CITY OF TUALATIN

APPROVED BY TUALATIN CITY COUNCIL
Date 6-13-11
Recording Secretary M. Smith

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Linda Odermott, Paralegal
Brenda Braden, City Attorney

DATE: 06/13/2011

SUBJECT: Resolution to Provide City-Designated Electronic Devices to New Council Members

ISSUE BEFORE THE COUNCIL:

The Council will consider whether the City should provide city-designated electronic devices to newly-elected or appointed councilors.

RECOMMENDATION:

Staff recommends Council approve the attached Resolution.

EXECUTIVE SUMMARY:

In its efforts to provide quality government services to the citizens and businesses of Tualatin in the most cost-effective and sustainable ways, staff analyzed the costs of producing and distributing paper packets for Council meetings. Even without factoring in the labor costs involved, staff found that if it could reduce the number of paper packets to just the number needed for the public and provide only electronic packets for the Council, it would save tax dollars. The length of time it would take to recoup the costs of the current City-designated device used for this purpose, the iPad, would be two years based solely on the costs of paper and printing.

Oregon's government ethics laws limit the use of City-owned equipment for City business. Thus, a Councilor carrying a tablet or laptop for City business still needs his or her own personal computer to use for other purposes. If the City were to provide new councilors with the appropriate electronic device as part of his or her compensation package, one computer could be used for personal and public business.

The resolution to include such a device in the Council compensation package will apply only to newly appointed and newly elected or reelected councilors. Under the ethics laws, it is a conflict of interest, i.e., using one's office to receive a financial benefit, for current councilors to vote an increase in compensation for themselves.

OUTCOMES OF DECISION:

If Council adopts the resolution, incoming councilors would receive the City-designated electronic device as compensation, which would allow them to use the same device for personal and public purposes.

If the Council does not adopt the resolution, the City will continue to provide City-owned electronic devices for the Councilors.

FINANCIAL IMPLICATIONS:

The current cost of each iPad is about \$700.

Attachments: Resolution

RESOLUTION NO. 5034-11

A RESOLUTION TO PROVIDE A CITY-DESIGNATED ELECTRONIC DEVICE TO NEW COUNCIL MEMBERS AS PART OF THEIR COMPENSATION PACKAGES

WHEREAS a primary goal of the City Council is to provide quality government services to its residents in the most cost-effective and sustainable ways; and WHEREAS, new advancements in technology, particularly in tablet computing and software created for public entities, now allow all the Council packet materials previously produced in hard copy to be easily accessed electronically and used in Council meetings; and

WHEREAS staff analyzed the costs of paper and materials used to print, compile and deliver paper packets to the Councilors and found electronic packets would save valuable tax dollars; and

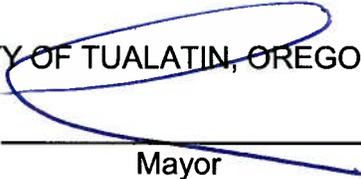
WHEREAS the Council wishes to require all Councilors to use electronic packets for Council meetings.

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

Section 1. All incoming City Councilors who are elected or appointed after the date of this resolution shall receive as part of their City compensation a City-designated electronic device.

INTRODUCED AND ADOPTED this 13th day of June, 2011.

CITY OF TUALATIN, OREGON

BY  _____
Mayor

ATTEST:

BY  _____
City Recorder



STAFF REPORT

CITY OF TUALATIN

APPROVED BY TUALATIN CITY COUNCIL
Date 6-13-11
Recording Secretary [Signature]

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Don Hudson, Finance Director

DATE: 06/13/2011

SUBJECT: Resolution Authorizing Changes to the Adopted 2010-2011 Budget

ISSUE BEFORE THE COUNCIL:

Whether or not to approve changes to the Adopted 2010–2011 Budget

RECOMMENDATION:

Staff recommends adopting the attached Resolution.

EXECUTIVE SUMMARY:

Occasionally, it becomes necessary after the budget is adopted to increase the total expenditures of a category within a fund. Oregon Revised Statutes (ORS) 294.450, allows for the transfer of existing appropriations within the same fund. A transfer of appropriation is a decrease of one existing appropriation and a corresponding increase of another existing appropriation. In this case, the net effect to the fund is zero. To transfer an appropriation, the governing body must pass a resolution authorizing the transfer. An appropriation transfer does not require a public hearing be held.

Other allowed changes to the adopted budget are covered under ORS 294.326(3), which allows for expenditures in the year of receipt of grants for a specific purpose to be made after an enactment of a resolution authorizing the expenditure, and ORS 294.480, which dictates the process for a supplemental budget.

Transfers from Contingency in a fund is an appropriation transfer, as budgeted contingency is a budget appropriation. Recommended appropriation transfers to the adopted budget include a refundable deposit to analyze our financial software, purchase of council technology, consulting work for the Council's citizen involvement discussion, and legal fees and testing costs related to litigation (in both the General Fund and the Operations Fund). Other contingency transfers proposed in the attached resolution are for additional costs to be incurred in the current fiscal year for the Aquifer Storage and Recovery project in the Water/Water Development Fund and the Dakota Chieftain Water Quality Facility in the Storm Drain Operating Fund. Both of these projects have progressed further in the current year than was originally planned when the 2010-2011 budget was put together.

During the past year, but after the budget was adopted, the City received grants for hardware to equip Police vehicles with electronic ticketing capability; we received an increase to our Library Ready to Read grant funding and a risk management grant from City County Insurance Services. Local Budget Law allows for the increase of expenditures for specific purpose grants received during the fiscal year by passage of a resolution of the Council. The increase in revenue and expenditures for these grants are

RESOLUTION NO. 5035-11

RESOLUTION AUTHORIZING CHANGES TO THE ADOPTED 2010 - 2011
BUDGET

WHEREAS after the budget process for the 2010-2011 fiscal year was completed, an occurrence or condition arose that could not have been ascertained at the time of the budget preparation; and

WHEREAS in order to lawfully comply with the requirements of Local Budget Law, increases in budgeted resources and requirements are necessary; and

WHEREAS Oregon Revised Statutes (ORS) 294.480 allows for the preparation and adoption of a supplemental budget.

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

Section 1. The City Council wishes to comply with Local Budget Law, and authorize spending of additional resources; and

Section 2. Increased resources and requirements should be made as detailed in Exhibit A to this Resolution.

INTRODUCED AND ADOPTED this 13th day of June, 2011.

CITY OF TUALATIN, OREGON

BY _____
Mayor

ATTEST:

BY  _____
City Recorder

Exhibit A-Resolution June 2011

**City of Tualatin
Fiscal Year 2010 - 2011
Budget Changes, June 2011**

To	Amount	From	Amount	Notes
Minor Vehicle Equipment	\$ 46,000	Other Grant Revenue	\$ 46,000	Electronic Ticketing Program
Equipment & Furnishings	\$ 10,000	Misc Revenue	\$ 10,000	Mini-Cooper Purchase
Library Programs	\$ 1,550	Misc Grants - Library	\$ 1,550	Ready to Read Grant increase
Safety/Risk Management Program	\$ 6,300	Other Grant Revenue	\$ 6,300	CIS Risk Management Grant
R&M Computers	\$ 15,000	Contingency - General Fund	\$ 15,000	Financial Software Analysis Deposit
Personal Computer/Laptops	\$ 7,660	Contingency - General Fund	\$ 7,660	Council Technology
Consultants	\$ 10,000	Contingency - General Fund	\$ 10,000	Citizen Involvement
Fund Projects	\$ 40,000	Contingency - General Fund	\$ 40,000	Legal/Testing/Analysis
Transfer to Water Development	\$ 60,000	Contingency - Operations	\$ 60,000	Legal/Testing/Analysis
Fund Projects	\$ 200,000	Contingency - Water Fund	\$ 200,000	WD0402 - ASR Project
Fund Projects	\$ 200,000	Transfer In from Water Fund	\$ 200,000	
Fund Projects	\$ 50,000	Contingency - Storm Drain Operating	\$ 50,000	DR1101 - Dakota Chieftain WQ



STAFF REPORT

CITY OF TUALATIN

APPROVED BY TUALATIN CITY COUNCIL
Date 6-13-11
Recording Secretary [Signature]

TO: Honorable Mayor and Members of the City Council
THROUGH: Sherilyn Lombos, City Manager
FROM: Don Hudson, Finance Director
DATE: 06/13/2011
SUBJECT: Resolution Certifying City of Tualatin Municipal Services

ISSUE BEFORE THE COUNCIL:

To be eligible to receive state shared revenues (cigarette, liquor and highway taxes), the City must certify it provides four or more of certain municipal services.

RECOMMENDATION:

Staff recommends that the Council adopt the attached Resolution certifying City of Tualatin municipal services.

EXECUTIVE SUMMARY:

The State of Oregon requires that cities located in a county having more than 100,000 inhabitants according to the most recent decennial census, must provide four or more of certain municipal services to receive state shared revenues. Those services are: Police Protection; Fire Protection; Street Construction, Maintenance and Lighting; Sanitary Sewers; Storm Sewers; Planning, Zoning and Subdivision Control; and Water Utility Services. The City provides six of the seven listed municipal services (Fire Protection is provided by Tualatin Valley Fire & Rescue).

OUTCOMES OF DECISION:

If the Council approves the Resolution, the City will be eligible to receive state shared revenues. If the Council does not approve the Resolution, the City will not receive state shared revenues and we will need to reduce its expenditures or contingencies.

FINANCIAL IMPLICATIONS:

It is estimated, and budgeted, that the City will receive \$37,930 in Cigarette Taxes and \$312,350 in Liquor Taxes in the General Fund and \$1,500,000 in State Gas Taxes in the Road Operating/Gas Tax Fund.

Attachments: Certify City Services

RESOLUTION NO. 5036-11

RESOLUTION CERTIFYING CITY OF TUALATIN MUNICIPAL SERVICES

Oregon Revised Statutes (ORS) 221.760 provides that the officer responsible for disbursing funds to cities under ORS 323.455, 366.785 to 366.820 and 471.805 shall, in the case of a city located within a county having more than 100,000 inhabitants according to the most recent federal decennial census, disburse such funds only if the city provides four or more of the following services:

1. Police Protection
2. Fire Protection
3. Street Construction, Maintenance and Lighting
4. Sanitary Sewers
5. Storm Sewers
6. Planning, Zoning and Subdivision Control
7. Water Utility Services; and

WHEREAS the City Officials recognize the desirability of assisting the State officer responsible for determining the eligibility of cities to receive such funds in accordance with ORS 221.760.

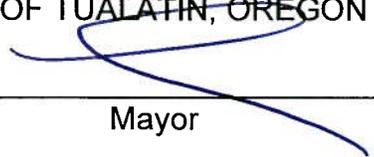
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUALATIN, OREGON, that:

Section 1. The City of Tualatin hereby certifies that it provides the following four or more services enumerated in Section 1, ORS 221,760:

1. Police Protection
2. Street Construction, Maintenance and Lighting
3. Sanitary Sewers
4. Storm Sewers
5. Planning, Zoning and Subdivision Control
6. Water Utility Services.

INTRODUCED AND ADOPTED this 13th day of June, 2011.

CITY OF TUALATIN, OREGON

BY  _____
Mayor

ATTEST:

BY  _____
City Recorder



STAFF REPORT

CITY OF TUALATIN

APPROVED BY TUALATIN CITY COUNCIL
Date 10-13-11
Recording Secretary M. Smith

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Don Hudson, Finance Director

DATE: 06/13/2011

SUBJECT: Resolution to Close Out the Library Improvement Fund and Transfer Remaining Funds to the General Fund

ISSUE BEFORE THE COUNCIL:

Whether to close out the Library Improvement Fund and transfer the remaining balance to the General Fund?

RECOMMENDATION:

Staff recommends adoption of the attached resolution.

EXECUTIVE SUMMARY:

The Library Improvement Fund was created to account for the library expansion project. At the time the 2010/2011 budget was prepared, it was anticipated that all remaining funds would be expended by June 30, 2010, so no funds were budgeted for fiscal year 2010/2011, but the fund was not dissolved. However, the delivery of the tables for the Library plaza were delayed and there were expenditures that were incurred after July 1, 2010. Since there was no budget adopted in the Library Improvement Fund, funds were expended out of the General Fund, pending closure of the Library Improvement Fund. There remains a balance of \$14,700.84. Oregon Revised Statutes (ORS) 294.475, Elimination of unnecessary fund; disposition of balance, states that when the necessity of a fund ceases to exist and a balance remains in the fund, the balance shall be transferred to the general fund. The attached resolution includes the allocation of the balance to the Library Equipment and Furnishings line item. This will pay the expenditures that have been expended in the current year related to the project.

OUTCOMES OF DECISION:

This action closes the Library Improvement Fund and transfers the remaining balance to the General Fund.

FINANCIAL IMPLICATIONS:

The balance of the Library Improvement Fund is reduced to zero and the General Fund is increased by \$14,700.84.

Attachments: Resolution - Library Improvement Fund Closure

RESOLUTION NO. 5037-11

**A RESOLUTION TO CLOSE OUT THE LIBRARY IMPROVEMENT FUND AND
TRANSFER REMAINING FUNDS TO THE GENERAL FUND**

WHEREAS, the Library Improvement Fund was created to account for the capital expenditures related to the library expansion project;

WHEREAS, the final expenditures of the fund have been expended and the fund is no longer needed; and

WHEREAS, Oregon Revised Statutes (ORS) 294.475 dictates the elimination of an unnecessary and the disposition of the balance.

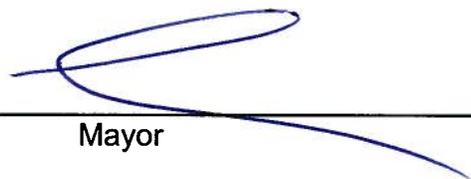
NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF TUALATIN that:

Section 1. The remaining balance of the Library Improvement Fund is to be transferred to the General Fund, per ORS 294.475, and allocated to Library Equipment & Furnishings (001-1610-553.70-01).

Section 2. This resolution is effective immediately following adoption by the City Council and signature by the Mayor.

INTRODUCED AND ADOPTED this 13th day of June, 2011.

BY



Mayor

ATTEST:

BY



City Recorder



STAFF REPORT

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Kathy Kaatz, Program Coordinator
Dan Boss, Operations Director

DATE: 06/13/2011

SUBJECT: Resolution Approving the Allied Waste Services Rate Increase

ISSUE BEFORE THE COUNCIL:

As directed by Council at the May 9, 2011 meeting, staff has brought a resolution for approval on the rate increase for Allied Waste Services of Clackamas and Washington Counties.

RECOMMENDATION:

Staff recommends that Council approve the attached resolution implementing the approved rate increase for Allied Waste Services of Clackamas and Washington Counties for the collection of solid waste and recyclables with an effective date of June 1, 2011.

EXECUTIVE SUMMARY:

- Allied Waste Services has the exclusive franchise in the City to provide solid waste and recycling services. The City's goal is to provide good quality services at a reasonable rate to our citizens while allowing the franchised hauler to keep a reasonable rate of return on profit.
- At the May 9, 2011 City Council meeting, Council approved the rate increase and advised staff to prepare a resolution adopting the increase to be brought before them at the June 13, 2011 meeting.

OUTCOMES OF DECISION:

The attached Resolution that includes Schedule A, reflects the approved rate increase. An error was noted after the approval on the rate increase on page 3 of Schedule A and has been corrected to reflect the appropriate charge (Monthly Rates for Multi-Family and Commercial Container Service - Loose, container size 5 cubic yards with 7 stops per week was corrected to \$2,020.35).

Attachments: Resolution

RESOLUTION NO. 5038-11

RESOLUTION APPROVING THE ALLIED WASTE SERVICES RATE INCREASE

WHEREAS the City Council held a hearing on May 9, 2011 on whether to approve the rate increase and approved the increase in a vote of 7-0 for approval with a retro-active, effective date of June 1, 2011.

WHEREAS Metro has increased its transaction fee, Regional System Fee, and disposal fee to Allied Waste Services of Clackamas and Washington County, effective August of 2011; and

WHEREAS increased costs driven by disposal costs, labor and fuel have impacted Allied Waste Services' business; and

WHEREAS Allied Waste Services has requested a rate increase to mitigate the impact of these increased costs; and

WHEREAS staff has met with Allied Waste Services management to discuss the impact of increased costs and to review the franchised hauler's annual reports; and

WHEREAS the proposed increase will keep Tualatin's rates comparable with the average cost of service to surrounding cities; and

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

Section 1. Effective June 1, 2011, the service rates and charges set forth in Schedule A, which is attached and incorporated into this resolution, are established and authorized for collection of solid waste, refuse, and recycling material within the corporate limits of the City of Tualatin.

INTRODUCED AND ADOPTED this 13th day of June, 2011.

CITY OF TUALATIN, OREGON

BY  _____
Mayor

ATTEST:

BY  _____
City Recorder

SCHEDULE A

ALLIED WASTE SERVICES OF CLACKAMAS AND WASHINGTON COUNTY

CITY OF TUALATIN

Effective Date: June 1, 2011

- I. **RECYCLING SERVICES:** The rates below were established to include the cost for specific recycling services, as well as the collection and disposal of solid waste. They include:
 - A. **SINGLE-FAMILY RESIDENTIAL:**
 - 1. Weekly curbside pick-up of co-mingled recycling on the same day as garbage service providing one 65-gallon roll-cart container and two 14-gallon totes.
 - 2. Weekly curbside pick-up of yard debris providing a 90-gallon roll cart. Only yard debris at the curb in the 90-gallon roll cart will be collected.
 - B. **MULTI-FAMILY RESIDENTIAL:** Weekly or weekly on-call pick-up of recyclables (newspaper, glass, tin, aluminum, and cardboard).
 - C. **CITY OFFICES:** Office paper recycling of all items included in the Allied Waste Services Mixed Paper Program and corrugated cardboard.
- II. **MONTHLY RATE FOR RESIDENTIAL SERVICE OF ONE CART:**

Cart Size	One Stop per Week
20-Gallon	\$20.05
35-Gallon	\$23.50
60-Gallon	\$31.00
Occasional extra (35-gallon can or 1 bag)	\$5.00
An additional cart will be charged at double the single cart rate.	

NOTES ON RESIDENTIAL SERVICE: (1) In mobile home parks and apartment complexes where residents have individual cart service and individual billing, single-family cart rates will apply. Where park residents have individual service, but the owner of the park is responsible for payment of services, single-family cart rates will be reduced by \$1.00 per month. (2) All carts will be provided by the franchisee to regular, weekly customers with a cart service level only. No carts will be provided on an on-call basis. (3) Only 35-gallon carts can be used for the occasional extra cart for both regular and occasional customers. (4) An occasional extra 35-gallon cart for a regular customer is \$5.00. (5) The minimum charge for any stop for an occasional customer is \$9.45 Occasional customers (on-call) should have their carts serviced a minimum of once (1) every other month.

(6) Recycling service will be provided to an occasional customer only on days that garbage is collected from that customer. A fee of \$10.00 may be charged for replacement of damaged or lost recycling bins or to customers that request more than two. Customers will be charged \$60.00 for a lost or damaged garbage cart, and \$63.00 for a yard debris cart, and \$63.00 for a recycling cart. (7) State Accident Insurance Fund safety recommendations shall be followed. Cans provided by customers shall not exceed 35-gallons and 60-pounds when full. (8) Yard debris carts are intended for the collection of yard debris only. If the yard debris cart contains material other than yard debris, collection shall be charged at garbage rates, (\$6.00 per contaminated cart). (9) carts, and recycling bins shall be at curbside no more than 24 hours prior to collection and shall be removed within 24 hours after collection of solid waste and recyclables by the franchisee. (10) An extra charge may be made for service that incurs additional disposal costs such as tires, major appliances, etc., or for handling oversized, odorous, dangerous, or liquid articles. (11) Customers may request recycling only (\$6.25 per month); yard debris collection only (\$6.25 per month); or both (\$12.00 per month). 12. An extra charge of \$20.00 for a driver to go back and pick up a customer that was reinstated or failed to put cart out on time after driver has left area.

III. MULTI-FAMILY AND COMMERCIAL SERVICE:

Monthly Rates For Multi-Family and Commercial Single Cart Service - Loose	
Cart Size	One Stop Per Week
35-Gallon	\$17.65
60-Gallon	\$24.00
90-Gallon	\$30.10
An occasional extra 35-gallon can or bag will be charged at \$5.00 each.	
An additional cart will be charged at double the single cart rate.	

Monthly Rates For Multi-Family and Commercial Container Service -- Loose							
Container Size	Stops Per Weeks						
	1	2	3	4	5	6	7
1 Cubic Yard	\$77.85	\$148.75	\$217.75	#N/A	#N/A	#N/A	#N/A
1.5 Cubic Yards	\$108.85	\$213.55	\$312.25	\$406.55	\$498.15	#N/A	#N/A
2 Cubic Yards	\$144.30	\$280.25	\$409.00	\$531.10	\$651.80	\$782.15	\$912.45
3 Cubic Yards	\$200.40	\$387.90	\$564.60	\$728.05	\$900.80	\$1,094.40	\$1,261.10
4 Cubic Yards	\$254.55	\$492.65	\$729.10	\$952.25	\$1,168.15	\$1,401.75	\$1,635.40
5 Cubic Yards	\$311.20	\$611.45	\$893.20	\$1,176.05	\$1,443.10	\$1,731.70	\$2,020.35
6 Cubic Yards	\$359.40	\$705.85	\$1,046.75	\$1,358.85	\$1,705.00	\$2,017.10	\$2,353.80
8 Cubic Yards	\$451.75	\$886.25	\$1,310.55	\$1,742.80	\$2,016.25	\$2,325.90	\$2,822.75

A. COMPACTED CONTAINER SERVICE:

Compacted is defined as manually or mechanically compacted. When materials can be collected from a compacted container by the normal container truck, the charge will be three (3) times the loose container rate. The weight of material put into a container or drop box, whether compacted or un-compacted, shall not exceed the lifting capacity of the collector's equipment nor shall the weight put the collector over the weight limit for the loaded vehicle. Compactor containers shall be furnished by the customer and shall be compatible with the collector's equipment. Customer shall be required to maintain the container in a safe and operable condition in accordance with workers' compensation board regulations.

B. RECYCLING ONLY RATES:

Where a multi-family complex uses a compactor or train system for garbage collection, the following schedule will be used to charge for recycling services provided:

Recycling Rates for Multi-Family Sites With Compactors or Train Systems	
Number of Units	Monthly Charge
10-99	\$120.00 (minimum per month)
100-199	\$2.05 per unit
200-299	\$1.60 per unit
300-399	\$1.45 per unit
400+	\$1.40 per unit
Note: Customer will provide and maintain enclosure/shelter and Hauler will provide containers. Enclosure/shelter is defined as any City/Hauler-approved system to collect material. Material to be collected must be approved by the Hauler.	

NOTES ON MULTI-FAMILY AND COMMERCIAL SERVICE: (1) Additional carts shall be at 100% of the first cart rate multiplied by the stops per week. (2) An occasional extra 35-gallon can for a regular customer shall be \$5.00 each occurrence. (3) An extra charge may be made for garbage which is not readily available on collection day or which needs additional janitorial service. (4) The charge for multiple units of any type shall be to the owner of the units. (5) Collection of tires, major appliances, etc., or for handling oversized, odorous, dangerous or liquid articles will be charged according to the charges referred to in Schedule A – Section 6. (6) When a stop uses the equivalent of seven or more 35-gallon carts, collector may require that the service be shifted to a container-type service. (7) Franchisee reserves the right to refuse carts to any customer where the use is not compatible with the cart. (8) All carts will be provided by franchisee. (9) The weight of the 35-gallon cart and contents shall not exceed 60 pounds. The weight of the 60- or 90-gallon cart and contents shall not exceed 180 pounds. (10) Carts will be picked up at curbside only and must be there prior to 6:00 a.m. (11) Carts shall be at curbside no more than 24 hours prior to collection and shall

be removed within 24 hours after collection of solid waste by the franchisee. (12) Where customers within an apartment complex have individual pick-up of garbage, but no yard debris collection from each unit, the multi-family rate shall be charged. (13) A multi-family classification is defined as a single structure containing more than four living units. Where a multi-family structure is receiving cart service and the owner of the structure is responsible for the payment of services, the cart rates shall be \$1.00 per month less than the normal multi-family cart rates. 14. An extra charge may apply for garbage that is not readily available on collection day, or in need of additional janitorial service.

IV. DROP BOX SERVICE:

Drop box rates shall be the following rates plus 103% of disposal fees. The disposal fee includes landfill or transfer center fee, disposal franchise fee and Metro user or service fees. The rates are as follows:

Box Size	Loose (Per Haul)	Compacted Material
10-20-yard	\$89.05	\$131.85 (minimum charge for 15 yards or less)
21-29-yard	\$105.00	\$137.10
30-39-yard	\$120.90	\$176.50
40+-yard	\$134.70	\$204.05 (for 40 cubic yard box or larger)
Additional charge for delivery: \$33.00 each		

A. MISCELLANEOUS ADDITIONAL DROP BOX CHARGES:

1. Delivery fee of \$33.00 shall be charged for drop box delivery for the occasional customer or repeat customer requiring service at different locations.
 - 1a. An additional haul fee of \$25.00 will be charged to customers with covered (lids) boxes that require the box to be round-tripped.
2. Special disposal/diversion needs: All customers will be charged the hourly charge rate in addition to the normal haul rate whenever collected materials require disposal at a site other than the franchisee's traditional disposal site.
3. After 48 hours, temporary users of 10-cubic yard and larger drop boxes collecting loose materials shall be charged a rental fee (noted below).

Box Size	Loose (Per Day)	Per Month
10-yard	\$7.20	\$72.00
20-yard	\$7.20	\$72.00
30-yard	\$7.70	\$77.00
40-yard	\$8.30	\$83.00

- 4. Additional rental fees of (of \$5.00 per month) may be charged to customers who require custom made drop boxes or boxes with lids. Additional rental fees of \$15.00 per month will be charged for customers that have their box's hauled less than one time per month.

V. RECYCLING CHARGES FOR DROP BOX ONLY AND COMMERCIAL CUSTOMERS:

If a customer requests recycling services that are beyond the Washington County Recycling standards, the following charges will be made:

Recycling Charges for Drop Box Only and Commercial Customers Requesting recycling services only.	
Size	Monthly Charge
60-Gallon	\$14.00 per cart (includes pick-up)
90-Gallon	\$17.00 per cart (includes pick-up)
Metal tote	\$22.00 monthly rent, plus hourly rate
OCC Container	\$22.00 per month for customers that have less than 4 cubic yards of flattened cardboard per month.

VI. MISCELLANEOUS SERVICE RATES AND PROVISIONS:

- A. Hourly hauling rates (plus cost of disposal):
 - 1 truck and 1 driver \$ 90.00/hour
 - 1 truck, 1 driver, and 1 helper \$115.00/hour
- B. Each location of carts, containers, or drop boxes will be billed as a separate account.
- C. When customer's abuse or cause excessive wear or damage to a cart, container, or drop box, the cost of repair or replacement may be charged to the customer. Customers shall take appropriate actions to ensure that hazardous materials, chemicals, paint, corrosive materials, infectious waste, or hot ashes are not put into a cart, container, or drop box.
- D. The weight of material put into a container or drop box, whether compacted or un-compacted, shall not exceed the lifting capacity of the collector's equipment nor shall the weight put the collector over the weight limit for the loaded vehicle. The collector shall furnish the customer with information concerning limitations on his equipment, upon request. If the total weight of a container exceeds (500) pounds per cubic yard for 40-yard container, 600 pounds per cubic foot for a 30-yard, or 900 pounds for a 20-yard container, an additional reasonable disposal fee may be charged. Customers shall not overfill a can, cart, or container so that the lid cannot be securely closed. If a can, cart, or container is overfilled, an additional reasonable fee may be charged. If the contents of a container, cart, or drop box are compacted (either mechanically or manually), the compactor rate shall be charged.

- E. Customers shall provide a space for all carts, containers, or drop boxes, whether used for garbage or recycling, that has adequate and safe access for collection personnel and equipment. The space provided must also comply with the City of Tualatin Development Code.
- F. If overtime or weekend collection is required to meet the request of a customer, the hauling portion of the rate shall be increased by 50%.
- G. The collection of tires shall be charged under the hourly charge rates, plus disposal.
- H. Garbage or yard debris carts which exceed two pounds per gallon, or where lids will not properly close, will be assessed an "occasional extra" charge of \$5.00.
- I. Yard debris carts contaminated with garbage will be charged \$6.00 extra per occurrence.
- J. Franchisee may require generators of putrescible solid waste to remove waste at least every seven days, or more frequently, if necessary, to prevent a health hazard, nuisance, or pollution.
- K. When a single customer uses multiple carts, which are the equivalent of one cubic yard or more of waste per week, the franchisee may require the customer to change to a container type service.
- L. If material collected requires disposal at a site other than the franchisee's normal disposal site, the customer will be charged under the hourly charge rate, in addition to the normal haul rate.
- M. Placement of hazardous waste material, including tires, liquid waste (paint) and appliances, in a unit collected by franchisee is prohibited.
- N. All customers shall provide a space, regardless of type of unit that is adequate for the franchisee to safely collect the material. The space provided must comply with the City of Tualatin's Development Code.
- O. Customers requesting the temporary use of a three-cubic-yard container will be charged \$95.00 for delivery, removal and disposal. Containers on-site for a period in excess of 72 hours shall be charged rent at a rate of \$32.00 per week or \$74.00 for an extra haul fee. (Container can only be on site for a maximum of two (2) weeks)!
- P. Enclosures where driver has to open gates and roll out containers will be charged \$15.00 per enclosure per month.

- Q. Medical waste restrictions. Placement of any medical waste, including syringes, IV tubing with needles attached, glass tubes, and slides, in a unit collected by franchisee is strictly prohibited. Allied Waste Services will provide at-cost sharps containers for medical waste disposal, (cost is \$15.00 per container). Disposal of these containers must be brought directly to their facility for exchange/disposal.

- R. Franchisee will perform special pick-ups of irregular materials charging current disposal rates plus labor. These pick-ups will be performed @ Allied Waste's discretion and schedule.

Bulky Waste fees for pick-up and disposal

Minimum Charge	\$15	Go Back Fee	\$20
Full-size Couch/Futon	\$25	Freezer	\$45
Love Seat Couch/Futon	\$20	Refrigerator	\$40
Hide-a-bed Couch	\$40	Washer	\$25
Office/Kitchen Chair	\$15	Dryer	\$25
Reclining Chair	\$20	Microwave	\$15
Rocking Chair	15	Stove	\$25
Mattress/Box Spring-Twin	\$15	Hot Water Heater/empty	\$25-40 (size)
Mattress/Box Spring-Queen	\$30	Door	\$25
Mattress/Box Spring-King	\$35	Furnace	\$25
Waterbed Bag	\$15	Pallets	\$10 each
Dining Table	\$30	Entertainment Center	\$30 - 50 (size)
Coffee Table	\$15	BBQ charcoal	\$25
Picnic Table	\$25	BBQ Propane	\$25
Umbrella & base	\$20	Lawn Mower	\$20
Dresser	\$30	Tire without Rim	\$15
Crib	\$15	Tire with Rim	\$20
Mirror	\$15 - 30 (size)	Satellite Dish	\$25
Sink	\$15	Window	\$15
Cabinets	\$20	Toilet	\$20

		E - WASTE REMOVAL	CHARGE:
Bathtub	\$40		
Bicycle	\$10	PC, Monitor or Laptop	\$15
Treadmill	\$25	TV Under 25"	\$15
Hot Tub Cover	\$30-\$50 (size)	TV Over 25"	\$30
Dishwasher	\$20	TV Console	\$40
Rug	\$15	TV Projection	\$40
Basketball Hoop	\$40	Copiers (e-waste)	\$40

VII. ANNUAL REPORT FILING SCHEDULE FOR FRANCHISEES:

On or before March 15, franchisees shall file an annual report with the City for the year ending the previous December 31.



STAFF REPORT

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Don Hudson, Finance Director

DATE: 06/13/2011

SUBJECT: Resolution Amending Sewer and Surface Water Management Rates Inside the City of Tualatin and Rescinding Resolution 4979-10

ISSUE BEFORE THE COUNCIL:

The City Council will consider setting sewer and surface water management rates for service performed after June 30, 2011. The FY 11/12 Budget was prepared assuming the rates for service would be split between a Regional Rate, set by Clean Water Services (CWS), and a Local Rate, set by the City of Tualatin.

The monthly regional base sewer rate would increase from \$18.76 per Dwelling Unit (DU) to \$19.65/DU and the monthly regional use charge would increase from \$1.26 per Hundred Cubic Feet (CCF) to \$1.31/CCF. The local base rate and use charge would increase from \$4.2313/DU to \$4.443/DU and from \$0.2848/CCF to \$0.2990/CCF, respectively. The Sewer System Development Charge would increase from \$4,100 per Dwelling Unit (DU) or Equivalent Dwelling Unit (EDU) to \$4,500/DU or EDU.

The monthly regional surface water management rate would increase from \$1.19 per Equivalent Service Unit (ESU) to \$1.31/ESU and the local rate would increase from \$4.00/ESU to \$4.10/ESU. There is no proposed change in the Surface Water Management System Development Charge.

RECOMMENDATION:

Staff recommends adopting the attached Resolution.

EXECUTIVE SUMMARY:

- This is not a public hearing.
- The FY 11/12 Budget was prepared using the CWS proposed regional increases and the City of Tualatin local increases.
- This proposed increase covers:
 - o Rising operating costs for utilities, chemicals and personnel used by CWS and the City.
 - o Increasing federal water quality requirements.
 - o Paying for the upgrade and expansion of CWS's wastewater treatment facilities and system.
 - o The debt service payment on the bonds issues by CWS.

OUTCOMES OF DECISION:

Adoption of the attached resolution sets new rates effective July 1, 2011.

FINANCIAL IMPLICATIONS:

With the new rates, the average monthly Tualatin residential sewer and surface water management bill will increase from \$40.54 to \$42.37, an increase of \$1.83/month. For a more detailed look at an average utility bill, see the attached chart.

Attachments: Resolution - Sewer and Storm Drain Fees
 Average Utility Bill

RESOLUTION NO. 5039-11

A RESOLUTION AMENDING SEWER AND SURFACE WATER MANAGEMENT RATES INSIDE THE CITY OF TUALATIN AND RESCINDING RESOLUTION 4979-10

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

Section 1. System Development Charges.

(a) The schedule for the Sewer System Development Charges, per Equivalent Dwelling Unit (EDU), as of July 1, 2011 is as follows:

	System Development Charge
Regional Rate	\$ 4,320.77
Local Rate	\$ 179.23

(b) The Surface Water Management System Development Charge will remain at \$500 per Equivalent Service Unit (ESU).

Section 2. Monthly Rates.

(a) The schedule of monthly sewer rates is amended as follows:

	BASE CHARGE (per Dwelling Unit, or EDU)	USE CHARGE Per CCF (hundred cubic feet), winter average
Regional Rate	\$ 19.650	\$ 1.3100
Local Rate	\$ 4.443	\$ 0.2990

(b) The schedule of monthly surface water management rates is amended as follows, per ESU:

	BASE CHARGE
Regional Rate	\$ 1.31
Local Rate	\$ 4.10

(c) The rate changes in this section shall take effect for sewer and surface water management after June 30, 2011.

Section 3. Monthly Surcharges. The surcharges for sewer and surface water management were rescinded, effective July 1, 2009.

Section 4. Effective Date. The effective date of this resolution is July 1, 2011.

INTRODUCED AND ADOPTED this 13th day of June 2011.

CITY OF TUALATIN, OREGON

BY _____

Mayor

ATTEST:

BY _____

City Recorder



STAFF REPORT

CITY OF TUALATIN

APPROVED BY TUALATIN CITY COUNCIL
Date 6-13-11
Recording Secretary M. Smith

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Kaaren Hofmann, Civil Engineer
Mike McKillip, City Engineer

DATE: 06/13/2011

SUBJECT: Resolution Awarding the Bid for the Saum Creek Landslide Repair

ISSUE BEFORE THE COUNCIL:

Council will consider a resolution to award the Saum Creek Landslide Repair project to Brant Construction.

RECOMMENDATION:

Staff recommends that the Council adopt the attached resolution awarding the Saum Creek Landslide Repair project and authorizing the Mayor to execute a contract with Brant Construction in the amount of \$138,000.

EXECUTIVE SUMMARY:

- This project is to repair a landslide along Saum Creek. The slide has endangered both the house at 4640 SW Saum Way and the public sanitary sewer line that runs along the top of the slope.
- The City installed a pin pile wall at the top of the slope in January 2010 as a temporary repair.
- The Invitation to Bid was published in the Daily Journal of Commerce on April 25, May 3 and 9, 2011.
- The bids for this project were opened on Wednesday, May 18, 2011 at 2:00 p.m.
- Four proposals were received. After reviewing the submitted paperwork and mathematics, the bid results are as follows:

Brant Construction	\$138,000
Dave Roberts Contracting	\$189,500
CivilWorks NW	\$283,050
Canby Excavating	\$326,230

- Brant Construction is the lowest responsible bidder at \$138,000.
- The Engineer's Estimate for the work was \$321,561.

OUTCOMES OF DECISION:

Awarding of the contract will result in the following:

1. Construction of the proposed project will provide repair of the landslide.

Not awarding the contract will result in the following:

1. All work on the project will stop until a decision is made to re-bid the project.

FINANCIAL IMPLICATIONS:

Funds are available for this project in the Sewer Operating Fund.

Attachments: Bid Award Resolution

RESOLUTION NO. 5040-11

RESOLUTION AWARDING THE BID FOR THE SAUM CREEK
LANDSLIDE REPAIR

WHEREAS the project was advertised in the *Daily Journal of Commerce* on April 25, May 3 and 9, 2011; and

WHEREAS four proposals were received prior to the close of the bid period on May 18, 2011; and

WHEREAS Brant Construction submitted the lowest responsible bid for the project in the amount of \$138,000.00; and

WHEREAS there are funds available for this project in the Sewer Operating Fund.

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

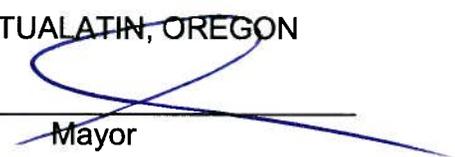
Section 1. The contract is awarded to Brant Construction.

Section 2. The Mayor and City Recorder are authorized to execute a contract with Brant Construction in the amount of \$138,000.00.

Section 3. The City Engineer is authorized to execute Change Orders totaling up to 10% of the original contract amount.

INTRODUCED AND ADOPTED this 13th day of June, 2011.

CITY OF TUALATIN, OREGON

By  _____
Mayor

ATTEST:

By  _____
City Recorder



STAFF REPORT

CITY OF TUALATIN

APPROVED BY TUALATIN CITY COUNCIL

Date 6-13-11

Recording Secretary [Signature]

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Ben Bryant, Management Intern
Alice Rouyer, Community Development Director

DATE: 06/13/2011

SUBJECT: Resolution Authorizing an Intergovernmental Agreement for Concept Planning the Basalt Creek Area

ISSUE BEFORE THE COUNCIL:

At the City Council Meeting on April 25, 2011, staff presented a draft Intergovernmental Agreement (IGA) between Metro, Washington County, the City of Tualatin, and the City of Wilsonville regarding the Basalt Creek Concept Plan. Since that meeting, City staff has collaborated with the other parties to fine-tune the IGA attached to this report. The resolution, also attached, would authorize the Mayor to sign this agreement.

RECOMMENDATION:

Staff recommends that the City Council approve the attached resolution, authorizing the Mayor to sign the proposed Intergovernmental Agreement with Metro, Washington County, and the City of Wilsonville.

EXECUTIVE SUMMARY:

Purpose of Agreement

- Gain Washington County's support for having the two cities complete a concept plan for the Basalt Creek area, which is outside of the land covered by Tualatin's current Urban Planning Area Agreement;
- Outline Washington County's commitment to complete a plan for the major roadway system through the Basalt Creek area;
- Outline a commitment from Washington County to inform and coordinate with Tualatin and Wilsonville on any development applications in the Basalt Creek planning area prior to annexation; and
- Delineate responsibilities of the respective parties of this agreement.

Importance of the Agreement

In an effort to refine the projects listed in the Regional Transportation Plan (RTP), Washington County has agreed to conduct a transportation analysis in the Basalt Creek planning area. Work will not commence on this study until all parties have signed the attached agreement.

Collaboration

The IGA that is before the Council for consideration is the product of in-depth discussion and collaboration between staff members at the cities of Tualatin and Wilsonville, Washington County, and Metro. This collaboration was necessary to ensure that the planning process meets regional desires and

RESOLUTION NO. 5041-11

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH METRO, WASHINGTON COUNTY AND THE CITIES OF TUALATIN AND WILSONVILLE FOR CONCEPT PLANNING THE URBAN GROWTH BOUNDARY EXPANSION AREA (BASALT CREEK / WEST RAILROAD PLANNING AREA)

WHEREAS in 2004 the Metro Council added an area located generally between the CITIES to the Urban Growth Boundary (UGB) for residential and industrial uses in Metro Ordinance No. 04-1040B; and

WHEREAS the CITIES have agreed to refer to the area generally as the "Basalt Creek Planning Area"; and

WHEREAS concept planning has never been completed for these properties; and

WHEREAS the CITIES and the COUNTY wish to work together to complete transportation and concept planning for this area to assure carefully planned development in the Basalt Creek/West Railroad Planning Area Planning Area that will be of benefit to both CITIES, The COUNTY and their residents.

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

Section 1. The City Council authorizes the Mayor to sign an Intergovernmental Agreement substantially similar to the attached agreement entitled "INTERGOVERNMENTAL AGREEMENT BETWEEN METRO, WASHINGTON COUNTY, AND THE CITIES OF TUALATIN AND WILSONVILLE FOR CONCEPT PLANNING THE URBAN GROWTH BOUNDARY EXPANSION AREAS KNOWN AS THE 'BASALT CREEK' AND 'WEST RAILROAD' PLANNING AREAS"

Section 2. This Resolution is effective upon adoption.

INTRODUCED AND ADOPTED this 13th day of June, 2011.

CITY OF TUALATIN, Oregon

By _____

Mayor

ATTEST:

By _____

City Recorder

**INTERGOVERNMENTAL AGREEMENT
BETWEEN METRO, WASHINGTON COUNTY, AND THE CITIES OF TUALATIN AND
WILSONVILLE FOR CONCEPT PLANNING THE URBAN GROWTH BOUNDARY
EXPANSION AREAS KNOWN AS THE "BASALT CREEK" AND "WEST
RAILROAD" PLANNING AREAS**

This Intergovernmental Agreement (IGA) is entered into by the following parties: METRO, the Portland area metropolitan service district; WASHINGTON COUNTY, a political subdivision in the State of Oregon, hereinafter referred to as "COUNTY"; and the CITY OF TUALATIN and CITY OF WILSONVILLE, incorporated municipalities of the State of Oregon, hereinafter referred to as "CITIES".

Whereas, in 2004 METRO's Council added two areas known as the Basalt Creek and West Railroad Planning Areas, located generally between the CITIES, to the Urban Growth Boundary (UGB) for industrial uses, via Metro Ordinance No. 04-1040B; and

Whereas, METRO conditioned that these UGB expansion areas undergo Title 11 concept planning as defined in Metro Code Chapter 3.07, cited as the Urban Growth Management Functional Plan ("UGMFP"), and that the concept planning be in accordance with Exhibit F of Metro Ordinance 04-1040B; and

Whereas, on June 10, 2010 the METRO Council adopted its 2035 Regional Transportation Plan ("2035 RTP") via Metro Ordinance 10-1241B, with a Project List including an extension of SW 124th Avenue (Project #10736) south of SW Tualatin-Sherwood Road and several projects related to the proposed I-5 to Hwy 99W Connector Project Alternative 7 "Southern Arterial", which is planned as a continuous east-west roadway between I-5 and Hwy 99W passing through the subject UGB expansion areas; and

Whereas, in recognition of the immediate needs of the region, the parties of this IGA support the extension of SW 124th Avenue from Tualatin-Sherwood Road to the vicinity of Tonquin Road, and ultimately to Boones Ferry Road via an east-west alignment yet to be determined through the planning efforts initiated pursuant to this IGA; and

Whereas, METRO has allocated \$365,000 of Construction Excise Tax funding to CITIES to pay for Concept Planning in the subject area; and

Whereas, COUNTY and CITIES have agreed to consider both areas in a single concept planning effort, and to refer to the two subject UGB expansion areas generally as the "Basalt Creek Planning Area;" and

Whereas, COUNTY currently has primary planning responsibility in the subject area; and

Whereas, COUNTY and CITIES wish to work together to complete integrated land use and transportation system concept planning to assure carefully planned development in the Basalt Creek Planning Area that will be of benefit to COUNTY, CITIES, and their residents; and

Whereas, Oregon Statewide Planning Goal 1 requires public involvement and Goal 2 requires intergovernmental coordination, this IGA is intended to indicate to private property owners in the area, METRO, the State of Oregon, and all other interested parties the cooperative nature of the planning effort being undertaken by the CITIES and COUNTY for the Basalt Creek Planning Area; and

Whereas, COUNTY and the CITIES anticipate amending existing Urban Planning Area Agreements (UPAAs) between the CITIES and the COUNTY to reflect the future limits of each city and to establish requirements for transfer of planning authority to the respective city.

Now, therefore, COUNTY, the CITIES, and METRO agree as follows:

A. Subject Land Area

1. The Basalt Creek Planning Area subject to this IGA is depicted on Exhibit 1.

B. Agency Roles and Responsibilities

1. COUNTY will:
 - a. Allow CITIES to jointly take the lead in managing concept planning of the Basalt Creek Planning Area, in coordination with COUNTY, METRO, and the Oregon Department of Transportation (“ODOT”), recognizing that the CITIES will complete the concept planning in compliance with Title 11 of the UGMFP and the CITIES will ultimately be responsible for providing urban level services and governance to the area. The foregoing statement does not create or imply any obligation on the part of the CITIES under this agreement to fund right-of-way acquisition or to construct the I-5/99W “Southern Arterial.”
 - b. Retain planning authority for the Basalt Creek Planning Area until such authority is transferred to the CITIES, pursuant to the terms of UPAAs with each city, as amended pursuant to Section D of this IGA.
 - c. In coordination with the parties to this IGA and ODOT, provide funding, establish a scope of work, retain a consultant, and provide project management services for planning of the major roadway system in the Basalt Creek Planning Area, including preliminary project development for the SW 124th Avenue extension project from Tualatin-Sherwood Road to SW Boones Ferry Road, whether following existing right-of-way alignments

or new right-of-way alignments, which may include portions of an east-west arterial that is consistent with the future “Southern Arterial” elements outlined in the 2035 RTP.

It is acknowledged that the RTP requires compliance with specific conditions before the construction of the “Southern Arterial.” Consistency with the “Southern Arterial” elements of the RTP can be assured only when the conditions related to the “Southern Arterial” have been fully addressed. However, due to the immediate needs of the region in the interim period, the RTP allows the extension of SW 124th Avenue, as described in the paragraph above, to be completed with minimal extra conditions.

In an effort to provide timely answers to the property owners in the Basalt Creek Planning Area, a sufficient amount of this study must be complete within six (6) months following the effective date of this IGA in order to allow the Cities to begin concept planning. Accordingly, this task is budgeted to last for up to six (6) months. As part of the transportation planning effort, COUNTY will address the following in coordination with the CITIES, METRO and ODOT:

- i. The conditions related to the ‘Southern Arterial’ in the METRO 2035 RTP (as described in Exhibits 2, 3, and 4), as applicable;
 - ii. Strategies for maintaining freight access to and freight mobility within the planning area;
 - iii. Potential I-5/Elligsen Road interchange improvements, including a split-diamond interchange option;
 - iv. Potential I-5 overcrossing north of Elligsen Road interchange; without a direct connection to I-5, which does not preclude arterial options on the east side of I-5; and
 - v. Potential roadway connections directly to I-5, subject to satisfaction of applicable 2035 RTP conditions.
- d. Consider acquisition of right-of-way and/or construction of portions of the SW 124th Avenue extension project improvements as described in Paragraph B.1.c. above, subject to availability of funding.
- e. In order to preserve the ability for a future potential roadway connection, consider acquisition of right-of-way for a potential future east-west arterial roadway connection between SW Boones Ferry Road and I-5, subject to availability of funding. It is acknowledged that no new east-west roadway may be constructed between SW Boones Ferry Road and I-5 until applicable RTP “Southern Arterial” conditions have been satisfied.
- f. In coordination with CITIES, consider potential funding and/or construction of permanent or interim improvements to the existing roadway network in

and adjacent to the planning area prior to funding and/or construction of the “Southern Arterial.”

2. CITIES will:

- a. Assume primary project management responsibly for concept planning of the Basalt Creek Planning Area, in coordination with COUNTY and METRO, effective as of the date of execution of this IGA. Concept planning shall conform to Metro UGMFP Title 11 requirements in effect when the subject planning areas were added to the Urban Growth Boundary.
- b. Mutually agree upon a future city limit boundary through the concept planning process.
- c. Incorporate into the final Basalt Creek Concept Plan and any city comprehensive plans, transportation plans and/or implementing regulation amendments those major transportation facilities identified by COUNTY, in collaboration with METRO, CITIES, and ODOT, pursuant to B.1. above. CITIES shall incorporate into their amended plans and regulations reasonable measures to identify and assist in the protection of the approved major transportation facility corridors from development encroachment in order to implement the final Basalt Creek Concept Plan as agreed upon by the parties to this IGA. The parties to this IGA acknowledge that such reasonable protection measures are subject to constitutional limitations on property takings, and are not intended to require the CITIES to in any way violate constitutional property protections or to incur a financial obligation to purchase right-of-way to preserve the identified transportation corridors. It is acknowledged by the parties to this IGA that construction of some new roadway facilities may be subject to the conditions set forth in the RTP relative to the proposed I-5 to 99W Connector Project Alternative 7 Southern Arterial (refer to Exhibits 2, 3, and 4).

3. METRO will:

- a. Provide CET funding to CITIES for concept planning activities in the subject planning area.
- b. Participate in ongoing concept and transportation planning efforts with COUNTY and CITIES as warranted.

C. Coordination of Concept Planning Activities

1. COUNTY and CITIES shall:

- a. Engage in a facilitated concept plan partnering and scoping session following the execution of this IGA.

- b. Provide all parties to this IGA and ODOT with appropriate opportunities for participation, review and comment on the proposed concept planning efforts. The following procedures shall be followed by the CITIES and the COUNTY to notify and involve the other parties in the process to prepare the concept plan:
 - i. COUNTY and the CITIES shall transmit notice of meetings related to the concept plan to all parties to this IGA at least one week prior to the scheduled meeting. This includes any technical advisory committee meetings, open houses, Planning Commission or Planning Advisory Committee meetings, City Council or Board of Commissioner meetings and similar meetings, etc.
 - ii. The CITIES or COUNTY shall notify the other parties no less than forty-five (45) days prior to the initial public hearing for proposed comprehensive plan, transportation plan or implementing regulation amendments.
 - iii. The CITIES shall transmit draft documents to COUNTY for its review and comment before finalizing. COUNTY shall have ten (10) business days after receipt to submit comments in writing. Lack of response shall be considered "no objection" to the drafts.
 - iv. The CITIES shall respond to the comments made by COUNTY either by a) revising the draft document, or b) by letter to COUNTY explaining why the comments are not addressed in the documents.
 - v. Comments from the COUNTY shall be given consideration as part of the public record on the concept plan.
2. COUNTY shall provide the CITIES with notice of development actions requiring notice within the Concept Plan area, according to the following procedures:
 - a. The COUNTY shall send by first class mail or as an attachment to electronic mail a copy of the public hearing notice which identifies the proposed development action to the other agency, at the earliest opportunity, but no less than ten (10) business days prior to the date of the scheduled public hearing. The failure of the CITIES to receive a notice shall not invalidate an action if a good faith attempt was made by the COUNTY to notify the CITIES.
 - b. The CITIES receiving the notice may respond at their discretion.
3. In addition to the above, COUNTY shall make reasonable efforts to provide the CITIES with copies of pre-application conference notes regarding potential

development applications within the subject planning area, as well as encouraging all potential development applicants to contact the CITIES for additional information on the concept planning efforts.

D. Urban Planning Area Agreements (UPAAs)

1. Both the CITIES have UPAAs with COUNTY that will have to be amended upon adoption of the final Basalt Creek Concept Plan, as agreed upon by the parties to this IGA.
2. The CITIES and COUNTY agree that the amended UPAAs will reflect which areas within the Basalt Creek Planning Area will be governed by which city, as determined through the concept planning process, and that the respective areas will be under the CITIES respective jurisdictions, and not the COUNTY, as the areas urbanize.
3. The amended UPAAs will specify conditions to be met prior to COUNTY transfer of planning authority to each of the CITIES, such as adoption of comprehensive plans, transportation plans and/or implementing regulation amendments by each of the CITIES necessary to implement the final Basalt Creek Concept Plan, as agreed upon by the parties to this IGA.
4. It is recognized that COUNTY adopts annual land use and transportation work programs, and this concept planning effort will require coordination to fit within the work program of COUNTY.

This IGA shall become effective upon full execution by all parties. The effective date of this IGA shall be the last date of signature on the attached signature pages. This IGA shall be in effect until the CITIES and COUNTY amend their respective UPAAs and incorporate the Basalt Creek Concept Plan into each CITIES respective comprehensive plans or until 5 years following the execution of this IGA, whichever occurs earlier.

Attachments:

- Exhibit 1 – Plan Areas Map
- Exhibit 2 – Excerpt from Regional Transportation Plan
- Exhibit 3 – Regional Transportation Plan Appendix 3.3 (I-5/99W Conditions)
- Exhibit 4 – Excerpt from Regional Transportation Plan Project List

(Four separate signature pages follow)

CITY OF TUALATIN, Oregon

By: _____

Lou Ogden
Mayor

Date: _____

6-13-2011

ATTEST:

By: _____

[Handwritten Signature]

CITY OF WILSONVILLE, Oregon

By: _____
Tim Knapp
Mayor

Date: _____

ATTEST:

By: _____

WASHINGTON COUNTY

By: _____
Andy Duyck
Chair, Board of County Commissioners

Date: _____

ATTEST:

By: _____

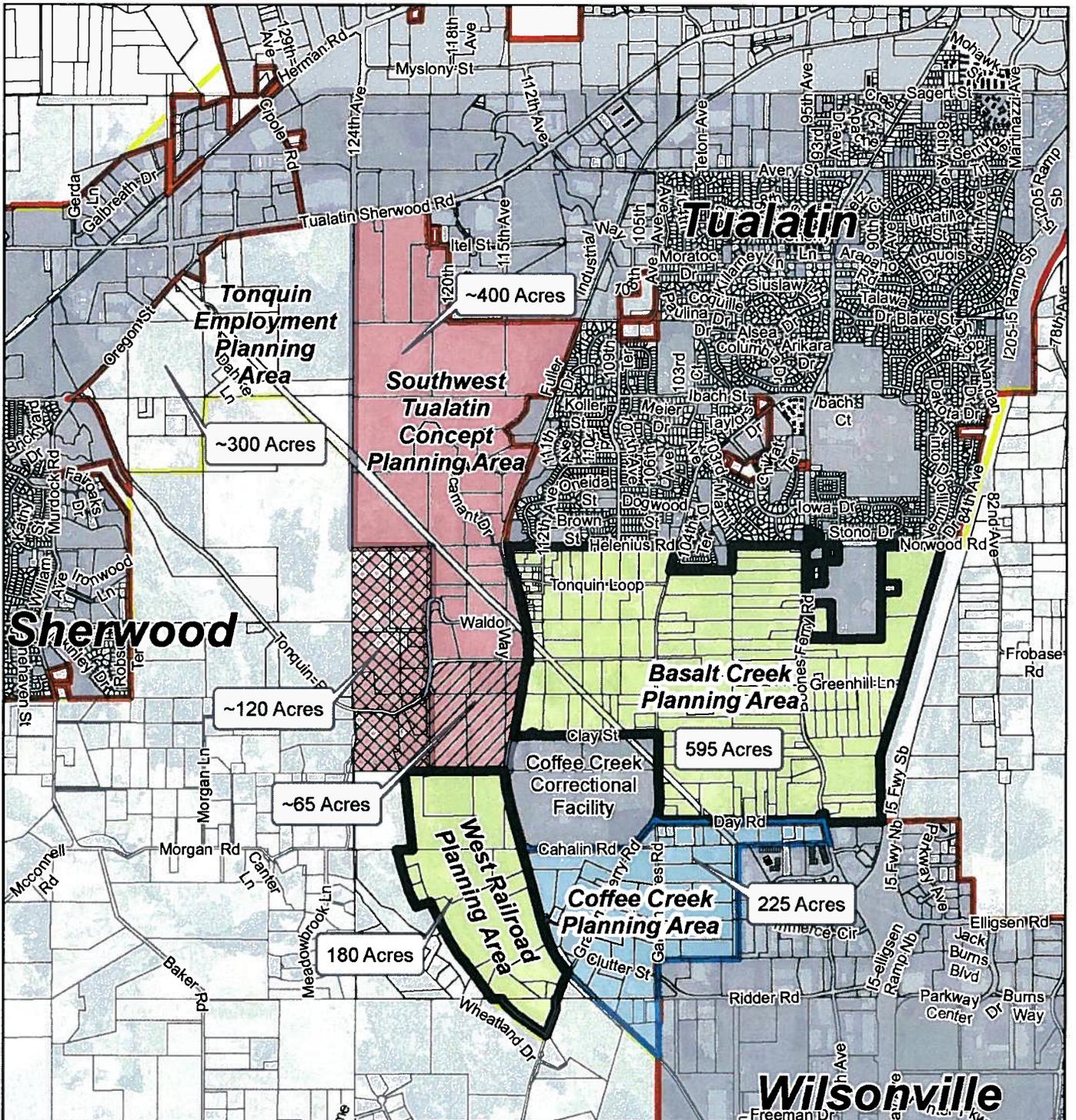
METRO

By: _____
Dan Cooper
Acting Chief Operating Officer

Date: _____

ATTEST:

By: _____



The Cities of Wilsonville and Tualatin

Areas Currently In UGB

- | | | | |
|---|---|---|--------------------------------|
|  | Proposed Tualatin/Wilsonville Joint Planning Area |  | Tualatin UGB Expansion Request |
|  | Wilsonville Planning Area |  | City Limit |
|  | Tualatin Planning Area |  | UGB |
|  | Added to Southwest Tualatin Concept Planning Area | | |

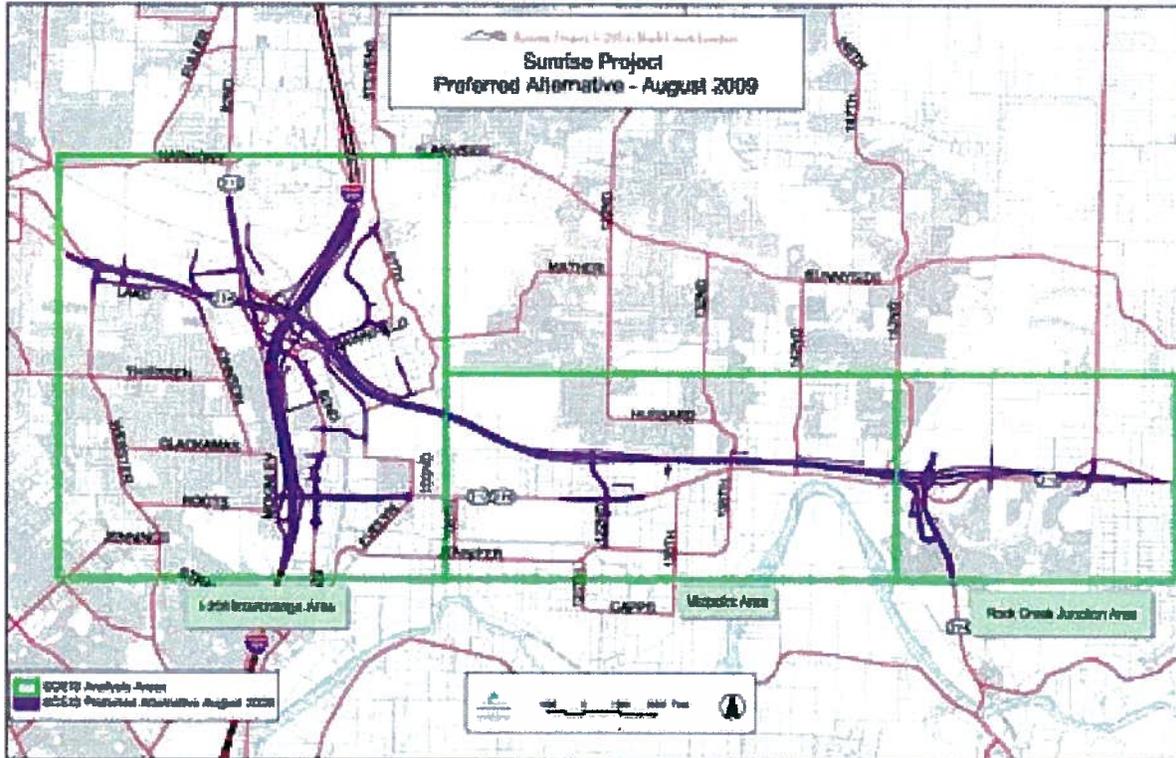


May 2010



and OR 212 corridor study will provide further direction for solutions in this corridor. Further map refinements and project recommendations may be identified through this work.

Figure 6.2
Sunrise Project Preferred Alternative (as Recommended by the project's Policy Review Committee)



6.3.2.3 I-5/99W Connector Study Recommendations and Implementation (Tigard to Sherwood - Mobility Corridor #20)

Between 2006 and 2009, the I-5/99W Corridor Study identified a number of improvements in this corridor to support access to 2040 land uses, address existing deficiencies and serve increased travel demand. One primary function of this route is to connect the Washington Regional Center to the cities of Tigard, Tualatin and Sherwood, and provide access to the Tualatin/Sherwood Industrial Area and Tualatin National Wildlife Refuge. This corridor provides shortline heavy rail access to the region from the Willamette Valley and connects agricultural areas to the interstate highway system in this region. This mobility corridor also serves as a secondary gateway to the region, connecting communities in Yamhill County and the Central Oregon Coast to the Portland metropolitan region.

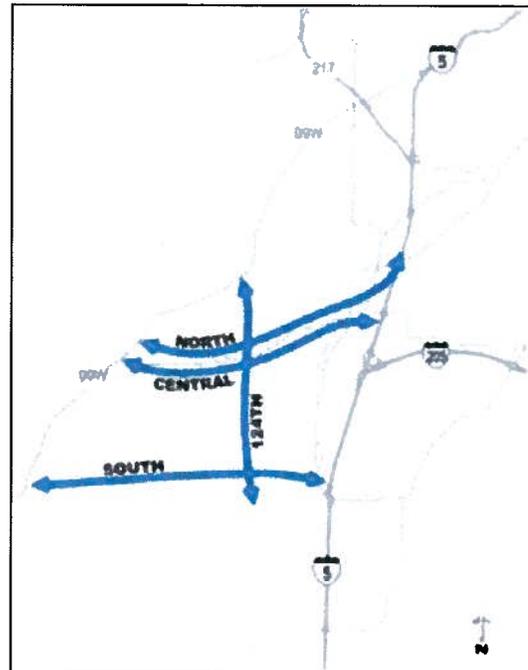
In February 2009, the I-5/99W Connector Project Steering Committee (PSC) was unable at the end of its process to reach a unanimous recommendation for the I-5/99W Corridor Study as required by the PSC Partnership Agreement in order to forward a Recommended Corridor Alternative to the

RTP. However, there was unanimous agreement on some aspects of the Connector that could be reflected in the RTP:

- Identify projects for inclusion in the RTP with minimal extra conditions, particularly the extension of SW 124th from SW Tualatin Sherwood Road to the I-5/North Wilsonville Interchange,
- Identify conditions to be met before a new Southern Arterial is implemented to ensure integration with surrounding land use and transportation plans, particularly an I-5 South Corridor Study,
- Determine an incremental phasing plan to ensure the projects with the most benefit that can reasonably be built within the 20-year horizon be included in the RTP Financially Constrained list.

The recommendations for the I-5/99W Corridor Study proposed for inclusion in the RTP are based upon the conclusions reached by the Project Steering Committee (PSC) as follows:

- The 3 options consisting of a new limited access expressway from I-5 to OR 99W (2 alignments north of Sherwood and 1 alignment south of Sherwood) were unacceptable due to high impact on the natural and built environment, the need for extensive improvements to I-5, high cost and concern about the potential for induced growth to Yamhill County, and
- The option focused on expanding Tualatin-Sherwood Road was unacceptable due to the very large size it would need to be and the resulting impacts on the Tualatin and Sherwood Town Centers.
- The alternative recommended is based upon the principle that it is preferable to spread the traffic across three smaller arterials rather than one large expressway. The analysis concluded this approach could effectively serve the traffic demand, would provide better service to urban land uses in the Tualatin/Sherwood area, especially industrial lands, and could be built incrementally based upon need to serve growth and revenue



The I-5/99W Corridor Study recommended a variety of transportation investments to improve the area's road, transit, bicycle, pedestrian and trail networks and to distribute traffic across a network of three arterials so that no single route would function as a defacto through "connector." The RTP places additional conditions on the "Three Arterial" recommendation and implementation.

availability. The overall concept is structured around a Northern, Central and Southern arterial providing east-west access between OR 99W and I-5 with an extension of SW 124th providing north-south connectivity (see diagram).

The City of Wilsonville was and continues to raise objections to the Southern Arterial component throughout this process. The City is very concerned about growing I-5 congestion and the City's dependence on effective access to the two I-5 interchanges. The City is concerned that the Southern Arterial connecting into the I-5/North Wilsonville interchange will significantly increase traffic and impair that access.

When the PSC considered the recommendation, the Clackamas County Commission representative introduced a series of amendments to the conditions to ensure that the Southern Arterial would be examined in greater detail to:

- evaluate alignment options and their environmental impact;
- integrate the proposal with the concept plan and transportation system plan for the newly expanded UGB area and any new Urban Reserves that are designated in the area;
- address any requirements that may result from adoption of an exception to Goal 14 (if needed) for an urban facility outside the UGB;
- integrate the proposal with a Tigard to Wilsonville Corridor Study (Corridor #3) to ensure these east-west arterials and I-5 itself could effectively function together; and
- determine the most appropriate approach to connecting the Southern Arterial to I-5, including options for an interchange at the I-5/North Wilsonville interchange or consideration of extending the Southern Arterial across I-5 to Stafford Road east of I-5, thereby providing better access to I-205.

The Project Steering Committee acknowledged many significant issues to be addressed before the Southern Arterial can proceed to construction, and approved the proposed conditions unanimously. The detailed conditions can be found in Appendix 3.3.

Typically, there is a need to transition from a "planning" level of detail to a "project" level of detail which involves better definition of alignments and designs and consideration of impacts on the natural and built environment and how to mitigate those impacts. These conditions proposed by the Project Steering Committee add in the need to integrate the recommendation with land use planning for recent UGB expansion areas and potential Urban Reserves (still to be defined) and the importance of integrating the overall system for the area with an I-5 corridor strategy.

The RTP places additional conditions on the "Three Arterial" recommendation and implementation, as reflected below:

Short-term phasing strategy (2008-2017)

- Identify replacement solutions for the Tualatin Road project recommended by the I-5/Connector study as part of the next Tualatin TSP update. This project was removed from the RTP based on community concerns and lack of support by the Tualatin City Council. The two-lane connection from the Tualatin Road/Herman road intersection to I-5 at Lower Boones Ferry Road was not intended to serve through traffic, but rather to provide access to the surrounding industrial area and neighborhoods. The planning work will consider alternative alignments and designs across the Tualatin River and I-5 near the I-5/Lower Boones Ferry Road interchange to mitigate impacts. If Tualatin (through their TSP update) does not identify project(s) to adequately address the capacity/connectivity issues identified in this area, then the RTP will be amended to direct the Corridor Refinement Plan effort for corridors #2, 3 and 20 to address this need in that planning effort. The need would go unaddressed until completion of that corridor refinement plan, or the next RTP update.
- Begin construction of the Tonquin Trail (RTP Projects #10092 and #10854).
- Upgrade existing streets to two lanes with turn lanes, traffic signal timing, bike lanes and sidewalks, including Herman Road, Tualatin-Sherwood Road, 95th Avenue (RTP Projects #10715, #10718, #10852).
- Add southbound auxiliary lane from I-205 to I-5/Elligsen Road and northbound auxiliary lane from I-5/Elligsen Road to I-205 interchange. (RTP Projects #10872 and #11177)
- Conduct more detailed project planning and begin construction of a two-lane extension of SW 124th Avenue (RTP Project #10736: 124th Avenue) from Tualatin-Sherwood Road to I-5/North Wilsonville interchange to support its operation as an industrial access route. The planning work will further consider potential impacts on the existing development and the natural environment. It will also include more detailed definition of the design and alignment to mitigate impacts and to integrate with land use and transportation plans for the area.
- Conduct more detailed planning to meet all of the conditions placed on new Southern Arterial project, including:
 1. Conduct the I-5 South Corridor Refinement Plan (includes I-5 from Portland to Tigard, I-5 from Tigard to Wilsonville, and OR 99W from I-5 through Tigard and Sherwood) and land use planning for areas recently added to the urban growth boundary and any land designated as urban reserves. These planning efforts will include opportunities for further public participation and input.
 2. Conduct more detailed project planning on potential Southern Arterial impacts on existing development and the natural environment to develop more detailed definition of the design and alignment to mitigate impacts and coordinate with land use and transportation plans for the area, including integration with land use plans for UGB expansion areas and Urban Reserves, conducting the I-5 South Corridor Refinement Plan, including Mobility Corridors 2, 3 and 20, and resolution of access between I-5 and southern arterial with no negative

impacts to I-5 and I-205 beyond the forecast No-Build condition, addressing NEPA to determine the preferred alignment and addressing any conditions associated with land use goal exception for the southern arterial. This planning effort will include opportunities for further public participation and input.

Tualatin-Sherwood Road is sized in the recommended alternative based upon the expectation there will be a Southern Arterial and will fail due to insufficient capacity without a Southern Arterial and further expansion is incompatible with the plans for the Tualatin and Sherwood Town Centers. If the Southern Arterial is dropped through future studies, there is a major unresolved issue addressing east-west travel through this area. The RTP will need to be amended to direct the Corridor Refinement Plan effort for corridors #2, 3 and 20 to address this need. The need would go unaddressed until completion of that corridor refinement plan, or the next RTP update.

Medium-term phasing strategy (2018-2025)

- Widen existing streets to four lanes with turn lanes, traffic signal timing, bike lanes and sidewalks, including Tualatin-Sherwood Road, Roy Rogers Road, Boones Ferry Road and Herman Road (RTP Projects #10568, #10700, #10708, #10732 and #10735)
- Program right-of-way acquisition for the Southern Arterial project in the 2018 - 2025 time period to allow time to conduct the I-5 South refinement plan and land use plans for designated urban reserves in the area.

Longer-term phasing strategy (2026-2035)

- Construct the Southern Arterial connection to I-5 or other surface arterials in the vicinity of the I-5/North Wilsonville Interchange when all the project conditions are met.

6.4 CONGESTION MANAGEMENT PROCESS

A key change from SAFETEA-LU was an updated requirement for a CMP for metropolitan planning organizations (MPOs) in Transportation Management Areas (TMAs – urban areas with over 200,000 in population). This change is intended to build on the previous requirement of a congestion management system (CMS), placing a greater emphasis on management and operations and enhancing the linkage between the CMP and the long-range regional transportation plan (RTP) through an objectives driven, performance-based approach.

A CMP is a systematic approach for managing congestion that provides information on transportation system performance. It recommends a range of strategies to minimize congestion and enhance the mobility of people and goods. These multimodal strategies include, but are not limited to, operational improvements, travel demand management, policy approaches, and additions to capacity. The region's CMP will advance the goals of the 2035 RTP and strengthen the connection between the RTP and the Metropolitan Transportation Improvement Program (MTIP). A "Roadmap" of the region's CMP can be found in Appendix 4.4.

**Basalt Creek Planning Area
City-County-Metro IGA
Exhibit 3
Page 1 of 2**

At their meeting on February 25, 2009, the PSC agreed on the following conditions as amended from those presented to them in the Alternative 7 Recommendation Memorandum dated February 17, 2009 to accompany the RTP recommendation of Alternative 7:

1. **Future phasing plans for implementing Alternative 7 projects must take into consideration the transportation, environmental, and economic impacts of advancing some improvements sooner than others.** The sequencing of affordable improvements should be done in a manner that does not create new transportation problems or liabilities for the vitality of affected jurisdictions.
 2. **The timing and priority of an I-5 corridor study must be considered in the RTP adoption process for Alternative 7.** The connector project development process emphasized the need for a corridor study along I-5 from Portland to the Willamette River. The results of this study may affect the timing and designs of some improvements within Alternative 7.
 3. **Access between I-5 and the southern arterial must be resolved.** Additional study is required to fully understand the impacts and trade offs between transportation solutions and land use, economic and environmental consequences of a new southern arterial. The impacts on rural lands are of particular importance and must be further evaluated before pursuing an exceptions process. The study area may need to be expanded to include connections to Stafford Road and additional areas along the OR 99W corridor that were not included in the alternatives analysis. The alternatives analysis process determined the general corridor location for the new southern arterial. However, additional preliminary engineering and planning work is needed to determine the optimal access option and configuration for connecting the southern arterial to I-5, OR 99W, and other arterials in the expanded study area. Construction of the southern arterial should be conditioned on defining the I-5 improvements needed to accommodate it and ensuring no negative impacts to I-5 and I-205 occur beyond the forecast No-Build condition as a result of Alternative 7. Options to be explored include modifying the I-5/North Wilsonville Interchange into a tight split-diamond interchange, or extending a new arterial connection crossing over I-5 and connecting to Stafford Road and/or Elligsen Road on the east side of I-5 for regional traffic benefits.
 4. **Completion and construction of major project elements is subject to compliance with the National Environmental Policy Act (NEPA) and design refinement.** The Alternative 7 concept provides only the general locations and functional characteristics of new transportation facilities. A fully collaborative public/agency involvement and environmental analysis process must be conducted in developing the design details of any major construction element of Alternative 7. Subsequent project development work will need to define the actual alignments and designs of each of these facilities within the framework of these general parameters. On-going coordination with the Tualatin River National Wildlife Refuge must also occur to ensure optimum compatibility of Alternative 7 elements with refuge objectives.
 5. **Land Use Concept Planning for UGB expansion areas should be coordinated with the refinement of these transportation recommendations.**
 6. **The design of the southern arterial; must incorporate any conditions that may come out of land use goal exceptions processes (if required) by Metro, Washington County, and Clackamas County.** Portions of Alternative 7 may require exceptions under state land use goals that have not yet been studied or approved in order to be adopted in the RTP and to achieve needed federal and jurisdictional approvals. The extent of this issue may be affected by Metro's coming decisions on rural/urban land use reserves. Portions of proposed new transportation facilities are outside Metro's jurisdictional boundaries and will require coordination of actions between Metro and other affected jurisdictions. Possible design requirements may include forms of access management and land use control measures.
 7. **State highway system routing and ODOT mobility standards must be key considerations in the design and future ownership of improvements within Alternative 7.** Current RTP assumptions are that a new limited-access connector would be built between I-5 and 99W, and that this roadway would become the new state route, possibly replacing OR 99W through Tigard. Alternative 7 does not result in
-

Basalt Creek Planning Area
City-County-Metro IGA
Exhibit 3
Page 2 of 2

Page 2

a limited-access connector, which may result in OR 99W remaining the designated state highway route through Sherwood, King City and Tigard.

8. **Strategic protection of right-of-way should be considered by agencies for the Alternative 7 elements within the UGB and along potential alignments where land development could conflict with the future implementation of corridor improvements.** Protective measures could include property setbacks, dedication of right-of-way, specific acquisition(s), and/or right-of-way purchases within the UGB consistent with NEPA process.

Following agreement on the above conditions, PSC representatives of Washington County, ODOT, Metro, and the cities of Tualatin and Sherwood voted in favor of recommending Alternative 7 with the conditions as amended above. PSC representatives of the City of Wilsonville and Clackamas County voted against this recommendation.

2035 RTP Project List
 Basalt Creek Planning Area
 City-County-Metro IGA
 Exhibit 4
 Page 1 of 1

Metro Project ID	Nominating Agency	Facility Owner / Operator	Project/Program Name	Project Start Location (Identify beginning point of project)	Project End Location (Identify terminus of project)	Local Functional Classification	Project Purpose	Description	Estimated Cost (\$5007)	Estimated Cost (YOE3)	Time Period	Federal FC Project	2040 Land Use	Mobility Corridor or Community Building?	HCT Priority as Adopted by JPACT and Metro Council	Primary Mode	Secondary Mode(s)	Project located in EJ Community?	Project located in Goal 5 Resource #7?	
10598	Washington Co.		I-5/99W Southern Arterial ROW	Hwy. 99W	I-5	Arterial	Provide congestion relief.	Purchase right-of-way when all project conditions are met: including integration with land use plans for UGB expansion areas and Urban Reserves, including the I-5 South Corridor Refinement Plan, including Mobility Corridors 2, 3, and 20 and resolution of access between I-5 and southern arterial with no negative impacts to I-5 and I-205 beyond the forecasted No-Build condition, addressing NEPA to determine the preferred alignment and addressing any conditions associated with land use goal exception for southern arterial.	\$ 90,000,000	\$ 133,221,986	2008-2017		Industrial area	CB		Roads/bridges	Freight	Yes		
10736	Tuathlin	Tuathlin	124th Ave	Tualatin-Sherwood	Tonquin	Minor Arterial	Economic development and freight movement.	Construct new street from Tualatin-Sherwood to Tonquin Rd - 5 lanes.	\$ 82,500,000	\$ 122,120,154	2008-2017	x	Industrial Area	CB		Roads/bridges	Freight		Yes	
11339	Washington Co.		I-5/99W Southern Arterial Improvements	Hwy. 99W	124th Ave. Extension	Arterial	Provide congestion relief.	Construct the initial 2,3 lane arterial phase of the Southern Arterial from OR99W to the SW 124th Ave. Extension when all project conditions are met: including integration with land use plans for UGB expansion areas and Urban Reserves, including the I-5 South Corridor Refinement Plan, including Mobility Corridors 2, 3, and 20 and resolution of access between I-5 and southern arterial with no negative impacts to I-5 and I-205 beyond the forecasted No-Build condition, addressing NEPA to determine the preferred alignment and addressing any conditions associated with land use goal exception for southern arterial.	\$ 130,000,000	\$ 263,356,147	2018-2025		Industrial area	MC		Roads/bridges				
11340	Washington Co.		I-5/99W Southern Arterial Improvements	Hwy. 99W	I-5	Arterial	Provide congestion relief.	Expand to 4-5 lanes to serve growth in the area after improvements to Tualatin-Sherwood Rd and after improvements to Tualatin-Sherwood Rd and the I-5/99W Connector from SW Tualatin Rd. to the I-5/99W Connector from Hwy 99W. Include integration with land use plans for UGB expansion areas and Urban Reserves, including the I-5 South Corridor Refinement Plan, including Mobility Corridors 2, 3, and 20 and resolution of access between I-5 and southern arterial with no negative impacts to I-5 and I-205 beyond the forecasted No-Build condition, addressing NEPA to determine the preferred alignment and addressing any conditions associated with land use goal exception for southern arterial.	\$ 80,000,000	\$ 239,896,266	2026-2035		Industrial area	MC		Roads/bridges				
11342	Washington Co.		I-5/99W Connector Southern Arterial/I-5 Interface	Hwy. 99W @ I-5	I-5	Arterial	Improve access to and from the Southern Arterial and I-5	Connect the Southern Arterial to I-5 or other surface arterials in the vicinity of the N. Wilsonville interchange when all project conditions are met: including integration with land use plans for UGB expansion areas and Urban Reserves, including the I-5 South Corridor Refinement Plan, including Mobility Corridors 2, 3, and 20 and resolution of access between I-5 and southern arterial with no negative impacts to I-5 and I-205 beyond the forecasted No-Build condition, addressing NEPA to determine the preferred alignment and addressing any conditions associated with land use goal exception for southern arterial.	\$ 50,000,000	\$ 149,935,166	2026-2035		2040 Corridor	MC		Roads/bridges	Throughways			



STAFF REPORT

CITY OF TUALATIN

APPROVED BY TUALATIN CITY COUNCIL
Date 6-13-11
Recording Secretary [Signature]

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Eric Underwood, Development Manager
Alice Rouyer, Community Development Director

DATE: 06/13/2011

SUBJECT: Resolution Accepting Renewal of an Intergovernmental Cooperation Agreement with Washington County for the Community Development Block Grant Program

ISSUE BEFORE THE COUNCIL:

Whether the Tualatin City Council should adopt a resolution accepting renewal of an Intergovernmental Cooperation Agreement with Washington County for the Community Development Block Grant (CDBG) program.

RECOMMENDATION:

Staff recommends that the City Council adopt the attached resolution.

EXECUTIVE SUMMARY:

Community Development Block Grant funds are federal funds awarded to cities and urban counties for housing and community development projects. Although administered on a national level, the program is planned and controlled locally. The objectives for the CDBG program are:

- * Meeting the needs of the low and moderate income population.
- * Eliminating and preventing the creation of slum and blight.
- * Meeting other urgent housing and community development needs.

The Washington County CDBG program has financed a variety of programs and projects over the years. Projects have included community and senior centers, rehabilitative housing, neighborhood improvements, special housing for people with disabilities and social services. A total of eleven cities in Washington County are participating the the County's CDBG program.

This is a request for City Council to consider renewing the Agreement with Washington County for the Community Development Block Grant program. In 1999 the City entered into an Intergovernmental Cooperation Agreement with Washington County that includes a renewal clause to continue the partnership in administering this program. If the Agreement is renewed, the effective dates will be FY 2012/13 thru FY 2014/15.

OUTCOMES OF DECISION:

RESOLUTION NO. 5042-11

RESOLUTION ACCEPTING RENEWAL OF AN INTERGOVERNMENTAL
COOPERATION AGREEMENT WITH WASHINGTON COUNTY FOR
THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
REPORT

WHEREAS the City of Tualatin has participated in the Washington County for the Community Development Block Grant Program (CDBG) since 1999; and

WHEREAS the Washington County CDBG program has financed a variety of programs and projects including community and senior centers, rehabilitative housing, neighborhood improvements special housing for people with disabilities and social services; and

WHEREAS if this three-year extension were not to be approved, it would result in disqualifying the City from receiving future CDBG funding and not being able to administer its own CDBG program until the City population reaches above 50,000.

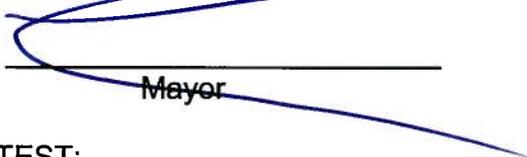
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUALATIN, OREGON, that:

Section 1. The City Manager is authorized to approve a three-year extension of the Washington County Community Development Block Grant Program covering the period FY 2012/13 through FY 2014/15.

INTRODUCED AND ADOPTED this 13th day of June 2011.

CITY OF TUALATIN, OREGON

BY



Mayor

ATTEST:

BY



City Recorder

**INTERGOVERNMENTAL AGREEMENT
WASHINGTON COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM YEARS 2012 - 2014**

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

I. RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II. MUTUAL COVENANTS

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

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

III. CITY COVENANTS

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

IV. TERM OF AGREEMENT

1. This Agreement shall remain in effect for three Fiscal Years commencing July 1, 2012, and ending June 30, 2015, which shall constitute the urban county qualification period.
2. This agreement shall remain in effect until the CDBG, HOME, and ESG funds and program income received (with respect to activities carried out during the

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three-year qualification period, and any successive qualification periods) are expended and the funded activities completed.

3. The Agreement shall be automatically renewed for participation by the parties for successive three-year qualification periods unless either party provides written notice to the other that it elects not to participate in the new qualification period. The parties agree to send any such notice to the HUD Field Office at 400 SW Sixth Avenue, Suite 700, Portland, OR 97204, upon such election.

- 3.1 The urban county shall send a written notice to the City advising of the City's right to elect not to participate in the next automatic urban county qualification period. The County shall send the notice to the City by the date specified in HUD's Urban County Qualification Notice for the next qualification period. County shall send a copy of the notice to HUD.

- 3.2 The failure by either party to adopt an amendment to this agreement incorporating all changes necessary to meet the requirements for cooperation agreement set forth in the Urban County Qualification Notice applicable for any subsequent three-year urban county qualification period, and to submit the amendment to HUD as provided in the Urban County Qualification Notice will void the automatic renewal of subsequent qualification periods set forth in Section IV.3 above.

V. TERMINATION

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

VI. ENFORCEMENT

1. The County is responsible for ensuring that CDBG, HOME, and ESG funds are used in accordance with all program requirements. The County may use any available legal methods to ensure compliance by the City.
2. The County is also responsible for determining the adequacy of performance under all applicable subrecipient agreements and procurement contracts and for taking appropriate action when performance problems arise, such as action described in 24 CFR 570.910. The County may use any available legal methods to ensure compliance by the City.
3. The County shall not distribute any CDBG, HOME, or ESG funds for activities in or in support of the City if the City does not affirmatively further fair housing within its own jurisdiction or acts in a manner that impedes the County's actions to comply with its fair housing certification.

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VII. POLICY BOARD

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

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

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VIII. CERTIFICATION

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

IN WITNESS, the undersigned parties have executed this Agreement this ____ day of _____, _____.

WASHINGTON COUNTY

CITY OF TUALATIN

BY _____
Chair, Board of Washington County
Commissioners

By 

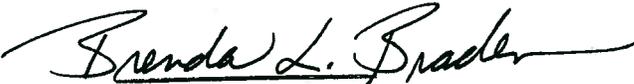
Mayor, Lou Ogden
Title

6-13-2011
Date

Recording Secretary

APPROVED AS TO LEGAL FORM

Date


CITY ATTORNEY

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

Paul L. Hathaway III
Senior Assistant County Counsel

Sent for Signatures
By: Admin. to WA. Co.

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STAFF REPORT

CITY OF TUALATIN

APPROVED BY TUALATIN CITY COUNCIL
Date 6-13-11
Recording Secretary [Signature]

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Paul Hennon, Community Services Director

DATE: 06/13/2011

SUBJECT: Resolution Approving Amendment No. 2 to a Contract with Washington County for a Community Development Block Grant to Expand and Renovate the Juanita Pohl Center

ISSUE BEFORE THE COUNCIL:

Council will consider approval of a contract amendment to the intergovernmental agreement with Washington County for the Community Development Block Grant funding to expand and renovate the Juanita Pohl Center. The amendment extends the contract period by one year.

RECOMMENDATION:

Staff respectfully recommends that Council approve the attached resolution.

EXECUTIVE SUMMARY:

The City was awarded a Community Development Block Grant (CDBG) to expand and renovate the Juanita Pohl Center and the time for completion needs to be extended from June 30, 2011 to June 30, 2012 due to an agreed-to postponement of construction to assist another project within the county.

In total, the City will receive \$434,437 in CDBG funds to expand and renovate the Juanita Pohl Center. The City was initially awarded \$375,000. The City agreed to receive \$76,424 for design and to postpone receipt of the remainder of the funds to assist another project that was subject to losing almost two million dollars in funding. The City has since been awarded the postponed funds and an additional \$59,437 for more improvements. On July 11, 2011, the Council will be presented with another contract amendment that will cover the award of the postponed and additional funds.

The project will go to bid later this month, construction will be during the summer and fall, and completion is planned by the end of 2011.

OUTCOMES OF DECISION:

Awarded CDBG funds will be carried-over into FY11/12 and the project can proceed as planned.

FINANCIAL IMPLICATIONS:

The City remains eligible to receive a total of \$434,437 in CDBG funds to expand and renovate the Juanita Pohl Center.

Attachments: A - Resolution and attached contract amendment

RESOLUTION NO. 5043-11

RESOLUTION APPROVING AMENDMENT NO. 2 TO A CONTRACT WITH WASHINGTON COUNTY FOR A COMMUNITY DEVELOPMENT BLOCK GRANT TO EXPAND AND RENOVATE THE JUANITA POHL CENTER

WHEREAS the City has been awarded Community Development Block Grant funds for to expand and renovate the Juanita Pohl Center; and

WHEREAS the term of the intergovernmental agreement with Washington County needs to for the project needs to be extended from June 30, 2011 to June 30, 2012 in order to complete the project.

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

Section 1. The Mayor be, and hereby is, authorized and instructed to execute the attached Contract Amendment No. 2.

INTRODUCED AND ADOPTED this 13th day of June, 2011.

CITY OF TUALATIN, OREGON

BY  _____
Mayor

ATTEST:

BY  _____
City Recorder

CONTRACT AMENDMENT NO. 2

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

This amendment modifies that certain contract between the parties, the original contract number being BCC 10-0617.

The contract is amended as follows:

Part I, Section 3.B All project funds shall be obligated and expended within the project year unless the County agrees to an amendment extending project activities beyond the Project Year. For purposes of this Agreement, "Project Year" shall mean the period from July 6, 2010 through June 30, 2012.

Part V, Exhibit A, Project Description, Scope of Activities, and Anticipated Accomplishments is amended as attached hereto as Exhibit A.

Effective Date of Amendment: May 20, 2011 , or upon final signature, whichever is later.

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

WASHINGTON COUNTY:

Signature

Printed Name

Date

Title

CONTRACTOR:

Signature

Lou Ogden

Printed Name

6-13-2011

Date

Mayor

Title

18880 SW Martinazzi Ave. Tualatin, OR 97062

Address

503-692-2000 x 3011

Telephone Number

PROJECT DESCRIPTION, SCOPE OF ACTIVITIES
AND ANTICIPATED ACCOMPLISHMENTS
2010-2011 CDBG Program Year

I. Project Number and Title:

CDBG Project #2211, City of Tualatin, Juanita Pohl Center Addition & Renovation

II. Description of: Project, Activities, Anticipated Accomplishments, Low and Moderate or Other Target Group Beneficiaries.

A. Nature and Purpose of the Project:

Tualatin's Juanita Pohl Center was originally built in 1982, and was expanded in 1991. Since that time, the building has not been subject to any modernization efforts. The City of Tualatin will use CDBG funds to: expand and rehabilitate the building; hire an architectural/engineering firm to complete the design of the plans; pay for legal and public notices, and for building permits; and for construction project management.

B. Proposed Location or Impact Area(s):

8513 SW Tualatin Road, Tualatin, OR

C. Duration/Timing of the Project:

July 1, 2010 – June 30, 2012

D. Number of Low and Moderate Income or Target Group Beneficiaries:

194 low to moderate-income seniors

E. Component Activities (CDBG vs. Others):

CDBG = \$76,424 Agency = \$80,000

- F. Quantitative Projections for CDBG Component Activities (in units, linear feet, square feet, etc.) for all acquisitions, construction, reconstruction, rehabilitation, etc.:

The City will undertake improvements to the building in five critical areas: (1) accessibility limitations - replace a single front door, without an automatic door operator, with a double front door with an automatic door opener; remove a second single door without an automatic door operator and repave the accessible route from the parking lot; (2) health and safety upgrades - remove the garbage and recycling area from the kitchen vestibule to a new outdoor enclosure and resurface the accessible route from the Center to the parking lot; (3) energy efficiency - replace the existing windows along the north side of the building as well as the building's HVAC system with a new high energy-efficient unit; (4) provide for additional and more flexible space – construct program delivery, food serving, and storage space, as well as create more flexible interior space for improved delivery of programs and services; and (5) improve access and connectivity to the Tualatin River Greenway path - construct a paved pathway from the Center to the adjacent Tualatin River Greenway path.

CDBG funds will also be applied toward the hire of an architectural/engineering firm to complete the design of the plans; legal and public notices; building permits; and for construction project management.



STAFF REPORT

CITY OF TUALATIN

APPROVED BY TUALATIN CITY COUNCIL
Date 6-13-11
Recording Secretary [Signature]

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Paul Hennon, Community Services Director

DATE: 06/13/2011

SUBJECT: Resolution Authorizing the Mayor to Execute the Public Library Services Agreement and the WCCLS Information Network Agreement between the City of Tualatin and Washington County on Behalf of the Washington County Cooperative Library Services

ISSUE BEFORE THE COUNCIL:

The Council will consider two intergovernmental agreements that are required for continued participation in the Washington County Cooperative Library Services (WCCLS).

RECOMMENDATION:

Staff respectfully recommends Council adoption of the attached resolution authorizing the Mayor to execute the Public Library Services Agreement and the WCCLS Information Network Agreement.

EXECUTIVE SUMMARY:

Execution of the Public Library Services Agreement (PLSA Agreement) and the WCCLS Information Network Agreement (WCCLS Information Network) is required for participation in the WCCLS. The current agreements are about to expire and need to be replaced with new five-year agreements.

Public Library Services Agreement

The Public Library Services Agreement defines the rights and responsibilities of the WCCLS and of the nine cities and two non-profit associations (Contractors) that provide public library service in Washington County.

The Public Library Services Agreement also serves as the primary vehicle for distribution of County funds to the WCCLS's participating members. The Agreement pays participating members for providing library services based on a funding formula that will be paid in two funding distribution pools:

1. Pool One - Members will receive equal increases of 2.5% on an annual basis for the term of the Agreement, and
2. Pool Two - The WCCLS Executive Board will recommend whether funds from Pool Two will be distributed and on what basis, after actual County assessed valuation, tax leveies and taxes are certified. Any distribution of funds from Pool Two will be distributed on a separate schedule from Pool One.

The criteria for the funding formula is different from the criteria used in the current (expiring) Agreement. The proposed formula is simpler than the current formula and creates more stability and predicability in funding levels for member libraries. The current formula was more complicated and was based on collection expenditures, net circulation, facility use and remote program attendance, reference

transactions, and Internet access, and it resulted in more variability in the distribution of funds. The new formula takes the existing base of funds that is being distributed and increases it by 2.5% annually.

The term of the agreement is July 1, 2011 through June 30, 2016. Termination of the Agreement by any party is possible, subject to conditions.

WCCLS Information Network Agreement

The WCCLS Information Network Agreement defines the terms and conditions under which Washington County and the member agencies of the WCCLS, including the City of Tualatin, agree to use an automated integrated library network system to provide countywide library services.

The WCCLS Information Network (formerly known as WILInet) includes the shared integrated library system software (circulation, public access catalog, cataloging, serials control and acquisitions software); the WCCLS.org website and its resources; other data bases provided by WCCLS for member library or public access; central site hardware and software; software, hardware or appliances provided to member libraries and supported by WCCLS; and the telecommunications network linking network users to the system and for Internet access.

The WCCLS Information Network includes provisions for ownership and management of the network, service availability, data recovery, duties and responsibilities of WCCLS and the network users, confidentiality of data, cost allocation formula, insurance, indemnification, termination, and other conditions.

The current WILInet agreement expires on June 30, 2011 and the term of the new agreement is July 1, 2011 through June 30, 2016.

OUTCOMES OF DECISION:

If approved, the City will continue to be a member library in the WCCLS. If not approved, the City would not be a member library of WCCLS and would forgo all financial and other benefits of membership, including approximately \$6,731,000 over the five-year term of the agreements.

FINANCIAL IMPLICATIONS:

All funds received from WCCLS must be spent on the provision of library services, including but not limited to operating and capital expenditures. Eighty percent of the total annual payment will be received by December 31 and the balance received by April 15th of each year.

The projected revenue for the Tualatin Public Library for Pool One in FY11/12 is \$1,280,673. See Exhibit A to the attached PLSA Agreement for the distribution for each fiscal year between FY 11/12 and FY15/16. Per terms of the PLSA Agreement, once Pool Two distributions have been decided later this calendar year, an additional Attachment will be distributed.

Attachments: [A - Resolution and attached agreements](#)

RESOLUTION NO. 5044-11

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE PUBLIC LIBRARY SERVICES AGREEMENT AND THE WCCLS INFORMATION NETWORK AGREEMENT BETWEEN THE CITY OF TUALATIN AND WASHINGTON COUNTY ON BEHALF OF THE WASHINGTON COUNTY COOPERATIVE LIBRARY SERVICES

WHEREAS the City is a member library of the Washington County Cooperative Library Services (WCCLS), wishes to continue providing outstanding library services, and it is in Tualatin's financial interest to continue membership in WCCLS; and

WHEREAS the current WCCLS Library Services Agreement and WCCLS Information Network Agreement will both expire on June 30, 2011, and continued membership in WCCLS requires renewal of both attached agreements;

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

Section 1. The Mayor be, and hereby is, authorized and instructed the attached WCCLS Library Services Agreement and the WCCLS Information Network Agreement.

INTRODUCED AND ADOPTED this 13th day of June, 2011.

CITY OF TUALATIN, OREGON

BY _____

Mayor

ATTEST:

BY _____

City Recorder

Public Library Services Agreement

This Agreement is made by and between Washington County, a home rule subdivision of the State of Oregon hereinafter referred to as “County”, on behalf of Washington County Cooperative Library Services, hereinafter referred to as “WCCLS”, and the Cities of Banks, Beaverton, Cornelius, Forest Grove, Hillsboro, North Plains, Sherwood, Tigard, and Tualatin, and the Cedar Mill Community Library Association and the Garden Home Community Library Association, hereinafter referred to as “Contractor(s)”.

WHEREAS, Washington County has approved funding for countywide library services including non-fee access by County residents to public libraries operated by Contractors; and

WHEREAS, the parties to this Agreement are either units of local government empowered by ORS 190.010 to enter into an intergovernmental agreement or are private non-profit agencies operating public libraries; and

WHEREAS, all parties are desirous of providing residents of Washington County with access to public library services and Contractors are capable of providing such access and services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. DEFINITIONS

The following definitions shall be used in this Agreement:

- A. WCCLS (Washington County Cooperative Library Services) – An agency of county government that exists to coordinate, contract for or provide a full range of library and information services to all residents of the county.
- B. WCCLS Information Network (formerly known as WILInet) – The system that includes: the shared integrated library system software (circulation, public access catalog, cataloging, serials control and acquisitions software); the WCCLS.org website and its resources; other databases provided by WCCLS for member library or public access; central site hardware and software; software, hardware or appliances provided to member libraries and supported by WCCLS; and the telecommunications network linking Contractors to the system and for Internet access.
- C. Qualified Borrowers – All Washington County residents, residents of counties with which Washington County has reciprocal borrowing agreements, and paid card holders.

- D. West Slope Community Library - The public library that is a department of WCCLS and managed by the County. For purposes of this agreement, West Slope is treated as a Contractor..
- E. Oregon Public Library Statistical Report – The report mandated by ORS 357.520, containing statistics and provided on an annual basis to the Oregon State Library via a reporting format determined by the State Library. Report data is typically due October 1 of each year.
- F. WCCLS Executive Board – the Board established to advise the Board of County Commissioners and the Cooperative Library Services Director on matters pertaining to the funding for countywide library services, distribution of financial resources by WCCLS for the provision of countywide public library services, and long term governance and funding strategies.
- G. WCCLS Policy Group – the Board established to provide technical and professional support and advice to the WCCLS Executive Board, to develop and implement policies and procedures for delivery of countywide public library services, and to advise the Cooperative Library Services Director.

2. TERM OF AGREEMENT

This Agreement shall be in effect from July 1, 2011, through June 30, 2016, except as otherwise provided in Section 11 of this Agreement. .

3. FUNDS

As compensation to Contractor for the services to be provided pursuant to this Agreement, WCCLS agrees to make funding distributions to Contractor on the basis set forth in Section 4 and the Payment Schedule set forth in Section 6.

Each Contractor agrees by receipt of funds from WCCLS to expend those funds to provide library services according to Contractor’s established policies, and to ensure that Contractor’s library facilities are open for public use by all Qualified Borrowers. Contractors must spend all funds received from WCCLS on the provision of library services, including but not limited to operating and capital expenditures.

4. FUNDING FORMULA

- A. The total payment to be made to each Contractor during the term of this Agreement shall be determined by the method set forth in this Section and shall be based on the figures set forth in EXHIBIT A “Funding Distributions”.

- B. Payments to Contractors shall be budgeted in two (2) funding distribution pools.
 - 1. Pool One. Contractors shall each receive equal increases of 2.5% on an annual basis for the Term of this Agreement provided funding is available. For FY2011-12, Contractors shall receive 2.5% increases over the FY2010-11 Reimbursement Formula distributions. For FY2011-12 the total amount in Pool One shall be \$18,938,126.
 - 2. Pool Two. Based on projected increases in the County's assessed valuation and WCCLS revenues, expenditures and reserve funds, a second distribution pool shall be budgeted by WCCLS. After actual County assessed valuation, tax levies and taxes are certified, the WCCLS Executive Board shall recommend whether funds from Pool Two shall be distributed to Contractors, and if so, on what basis. Typically, this shall be determined in January of each year. Any distribution of funds from Pool Two shall be distributed on a separate schedule from Pool One.

5. ADJUSTMENTS IN PAYMENTS

- A. Payments may be adjusted by WCCLS if funding for payments noted in 4.B is less than projected. Amounts paid to each Contractor will be reduced in an amount proportionate to each library's percentage of the total amount available for payment.
- B. WCCLS shall notify the Contractors in writing of any adjustments under this Section upon adoption of the County's budget for the subsequent fiscal year. In the event that reductions in revenue are necessary after the beginning of a fiscal year, the County would give sixty (60) days notification to Contractors, if possible.

6. PAYMENT SCHEDULE

- A. WCCLS agrees to make payments to those Contractors that are cities as follows:
 - 1. 80% (eighty percent) of the total annual payment shall be made on or before December 31; and
 - 2. 20% (twenty percent) of the total annual payment shall be made on or before April 15.
- B. Notwithstanding paragraph 6.A above, a city not formerly a party to a Public Library Services Agreement with WCCLS, that establishes a public library and becomes a party to this Agreement, shall be entitled to receive payment on a monthly basis during the term of this Agreement. The monthly payment shall be 1/12 of the total annual payment. In addition,

WCCLS agrees that any city to which this subsection applies shall be entitled to receive monthly payments for the entire term of any renewal or successor agreement to which it becomes a party, provided funds are available.

- C. WCCLS agrees to make payments to those Contractors that are community libraries (specifically Cedar Mill Community Library Association and Garden Home Community Library Association) and the West Slope Community Library on a monthly basis. The monthly payment shall be 1/12 of the total annual payment.

7. SPECIAL LIBRARY FUND

The County, on behalf of WCCLS, shall maintain a Special Library Fund that shall include:

- A. Any remaining funds from a previous year which shall be carried over to the next year;
- B. All property tax collections made under all County library local option levies;
- C. All transfers of county general funds made to WCCLS;
- D. All interest earnings on the Special Library Fund, in accordance with ORS 294.080(1); and
- E. Other revenues for library services.

8. SERVICES TO BE PROVIDED BY WCCLS

WCCLS agrees to provide the following central support and outreach services to Contractors and West Slope Community Library:

- A. Reciprocal borrowing with other metropolitan area public libraries;
- B. Coordination of countywide library services among Contractors and with regional and state library service providers;
- C. Enhanced reference services including coordination of selection and purchase of subscription databases and other shared electronic resources available through WCCLS.org and coordination of training and education for adult services staff; and interlibrary loan borrowing from and lending to libraries outside of Washington County;
- D. Outreach services to special populations of Washington County residents, including, but not limited to, circulation of materials to those who cannot get to a public library (homebound), information and education about library-related services for child care providers and the children in their care, Latino and other cultural communities.
- E. Coordination of countywide Youth Services activities, including Summer Reading Programs and shared resources;
- F. Courier pick-up and delivery of materials between Contractors and provision of courier connections to regional library delivery systems;

- G. Planning for long-term growth and development of countywide library services;
- H. Operation and maintenance of the WCCLS Information Network as defined in the WCCLS Information Network Agreement; and
- I. Other services to address Long Range Service Plan goals as agreed upon by all parties.

9. SERVICES TO BE PROVIDED BY CONTRACTORS

- A. Each Contractor agrees that Qualified Borrowers will not be charged a fee for the initial circulation or renewal of library materials.
- B. Each Contractor further agrees that, while it is within the sole discretion of the Contractor whether to charge reasonable fees for services other than circulation, Contractor shall apply all fees and policies uniformly to all Qualified Borrowers. Such fees may include special service and overdue fees.
- C. Each Contractor agrees that it will designate a staff member with whom WCCLS deals in administration of this Agreement on behalf of Contractor and who shall be authorized to receive and give any notices that may be required under this Agreement. Unless otherwise designated, this shall be the Library Director for each Contractor and the West Slope Community Library.
- D. Each Contractor shall meet all requirements for Level 5 Libraries as defined in the Admission of New Public Libraries to Washington County Cooperative Library Services, as approved by the WCCLS Executive Board May 23, 2007 and subsequent revisions.
- E. Each Contractor agrees to abide by shared policies and procedures as agreed upon by the WCCLS Policy Group.
- F. Each Contractor agrees to identify its membership in WCCLS through materials' property identification marks, and through public communications such as library printed materials, websites or other publicity materials.

10. RECORD KEEPING

- A. WCCLS agrees to provide each Contractor with a copy of the County's annual audit, upon request by Contractor.
- B. Each Contractor agrees to provide WCCLS with a copy of Contractor's annual audit. For purposes of this Section, the following requirements shall apply:
 - 1. For Contractors which are cities, the audit shall be that of the city, and shall be supplied upon request of WCCLS.
 - 2. For Contractors which are community libraries (specifically Cedar Mill Community Library Association and Garden Home Community Library Association), the audit shall be the result of an

annual review of the Contractor's financial statements made by an independent certified public accountant in accordance with standards of the American Institute of Certified Public Accountants, and shall be supplied by December 31st of each year to WCCLS.

- C. Each Contractor agrees to provide WCCLS with a copy of its Oregon Public Library Statistical Report.

11. TERMINATION

- A. The County shall have the right to terminate this Agreement upon sixty (60) days written notice, if it determines, in good faith through an open, public process, that:
 - 1. The public interest would be served by such termination; or
 - 2. Adequate funds are not available.
- B. Each Contractor shall have the right to terminate this Agreement upon sixty (60) days written notice, if Contractor determines, in good faith, that:
 - 1. The public interest in its jurisdiction or area of service would be served by such termination; or
 - 2. Appropriated funds for Contractor are less than the amount reasonably anticipated.
- C. The County and each Contractor shall have the right to terminate participation in this Agreement separately, and Agreements between remaining parties and the County shall remain in effect.
- D. In the event of the termination by the County or by the Contractor, the County shall provide funding distributions to the Contractor prorated to the date of termination.

12. COMPLIANCE WITH APPLICABLE LAWS

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.

- A. Equal Opportunity. Contractor hereby agrees that its employees (including applicants for employment) shall not be discriminated against race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status except in case of bona fide occupational qualifications as defined and provided by applicable federal or state law. No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this contract on the grounds of race, color, religion, gender, sexual

orientation, national origin, disability, age, or marital status. Any violation of this provision shall be grounds for cancellation, termination or suspension in whole or in part by County.

B. Compliance with Applicable Provisions of ORS Chapter 279.

ORS 279B.220 through 279B.235 and 279C.500 through 279C.870, as applicable, are incorporated herein by reference. Contractor agrees to:

1. Make payment promptly, as due, to all persons supplying, to Contractor, labor or material for the performance of the work provided for in this contract;
2. Pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of the contract;
3. Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished pursuant to this contract; and
4. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

13. INDEMNIFICATION

Each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party. If the indemnifying party is a unit of local government, such indemnifications shall be subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.300, and the Oregon Constitution.

14. DEBT LIMITATION

This Agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor.

15. INDEPENDENT CONTRACTOR

Each party is an independent contractor with respect to each other party and has no control over the work performed by the other. No party is an agent or employer of another party. No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.

16. NOTICE

Any Contractor shall give immediate written notice to the County of any action or suit filed or any claim made against that party that may result in litigation and is directly related to this Agreement.

17. 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 30.271. Contractors that are community libraries shall provide certification of insurance upon request.

18. COUNTERPARTS

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

19. CAPTIONS

Captions and headings used in this Agreement are for convenience only and shall not be construed or interpreted so as to enlarge or diminish the rights or obligations of the parties hereto.

20. SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this Agreement is, for any reason, held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Agreement unless the result of the holding is a failure of consideration of any party.

21. AMENDMENT

This Agreement may only be amended in writing and with agreement of all parties.

FOR THE CONTRACTOR:

FOR WASHINGTON COUNTY:

Signature

Signature

Lou Ogden, Mayor

Title

Title

6-13-2011

Date

Date

APPROVED AS TO FORM:

County Counsel

**Public Library Service Agreement, Exhibit A
Pool 1 Funding Distributions FY11-12 through FY15-16**

Library	FY10-11 Distribution	FY11-12 Distribution	FY12-13 Distribution	FY13-14 Distribution	FY14-15 Distribution	FY15-16 Distribution
Banks	\$ 120,082	\$ 123,084	\$ 126,161	\$ 129,315	\$ 132,548	\$ 135,861
Beaverton	\$ 4,369,770	\$ 4,479,014	\$ 4,590,989	\$ 4,705,764	\$ 4,823,408	\$ 4,943,993
Cedar Mill	\$ 3,228,706	\$ 3,309,424	\$ 3,392,159	\$ 3,476,963	\$ 3,563,887	\$ 3,652,984
Cornelius	\$ 157,805	\$ 161,750	\$ 165,794	\$ 169,939	\$ 174,187	\$ 178,542
Forest Grove	\$ 650,466	\$ 666,728	\$ 683,396	\$ 700,481	\$ 717,993	\$ 735,943
Garden Home	\$ 335,727	\$ 344,120	\$ 352,723	\$ 361,541	\$ 370,580	\$ 379,844
Hillsboro	\$ 4,058,289	\$ 4,159,747	\$ 4,263,740	\$ 4,370,334	\$ 4,479,592	\$ 4,591,582
North Plains	\$ 92,487	\$ 94,800	\$ 97,170	\$ 99,599	\$ 102,089	\$ 104,641
Sherwood	\$ 686,849	\$ 704,020	\$ 721,620	\$ 739,661	\$ 758,152	\$ 777,106
Tigard	\$ 2,868,380	\$ 2,940,089	\$ 3,013,591	\$ 3,088,931	\$ 3,166,155	\$ 3,245,308
Tualatin	\$ 1,249,437	\$ 1,280,673	\$ 1,312,690	\$ 1,345,507	\$ 1,379,145	\$ 1,413,623
West Slope	\$ 658,222	\$ 674,678	\$ 691,545	\$ 708,833	\$ 726,554	\$ 744,718
Totals	\$ 18,476,220	\$ 18,938,126	\$ 19,411,579	\$ 19,896,868	\$ 20,394,290	\$ 20,904,147

WCCLS Information Network Agreement

This Agreement is made by and between Washington County, a home rule subdivision of the State of Oregon hereinafter referred to as "County", by and through Washington County Cooperative Library Services, hereinafter referred to as "WCCLS" and the Cities of Banks, Beaverton, Cornelius, Forest Grove, Hillsboro, North Plains, Sherwood, Tigard and Tualatin, Cedar Mill Community Library Association, Garden Home Community Library Association, Tuality Healthcare and Oregon College of Art and Craft, hereinafter referred to as "Network Users."

WHEREAS, the parties hereto are currently participants in the WCCLS Network;

WHEREAS, the parties are either units of local government empowered by ORS 190.010 to enter into an intergovernmental agreement, or are private non-profit agencies operating libraries, and

WHEREAS, WCCLS has purchased and installed an automated integrated library system and is desirous of making this system available for use by libraries in Washington County;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. DEFINITIONS

The following definitions shall be used in constructing the following phrases, terms and abbreviations in this Agreement:

- A) WCCLS (Washington County Cooperative Library Services) - An agency of county government that exists to coordinate, contract for or provide a full range of library and information services to all residents of the county.
- B) WCCLS Information Network (formerly known as WILInet) – The system that includes: the shared integrated library system software (circulation, public access catalog, cataloging, serials control and acquisitions software); the WCCLS.org website and its resources; other databases provided by WCCLS for member library or public access; central site hardware and software; software, hardware or appliances provided to member libraries and supported by WCCLS; and the telecommunications network linking Network Users to the system and for Internet access. Hereafter referred to as the "Network."
- C) Host – Any intelligent device connected to the Network that is addressable by a network/transport protocol. All workstations, network printers, routers, etc. are hosts.
- D) Broadband Users' Group – A membership organization through which WCCLS procures Internet and firewall network services through the Public Communications Network.

- E) WCCLS Policy Group – the Board established to provide technical and professional support and advice to the WCCLS Executive Board, to develop and implement policies and procedures for delivery of countywide public library services, and to advise the Cooperative Library Services Director.
- F) WCCLS Information Network Users’ Group - A committee of the WCCLS Policy Group to advise WCCLS and the WCCLS Policy Group on the operation of the automated system as defined in the WCCLS Policy Group Bylaws.
- G) Public Library Services Agreement - The Inter-Governmental Agreement between Washington County and library service providers to provide library services to all county residents, containing a distribution formula under which WCCLS makes payments to public libraries.
- H) WCCLS Executive Board – the Board established to advise the Board of County Commissioners and the Cooperative Library Services Director on matters pertaining to the funding for countywide library services, distribution of financial resources by WCCLS for the provision of countywide public library services, and long term governance and funding strategies.
- I) West Slope Community Library – The public library that is a department of WCCLS and managed by the County. For purposes of this Agreement, West Slope is treated as a Network User.

2. TERM OF AGREEMENT

This agreement shall be in effect from July 1, 2011, through June 30, 2016, except as otherwise provided in Section 14 of this Agreement

3. OWNERSHIP AND MANAGEMENT OF THE WCCLS INFORMATION NETWORK

- A) The Washington County Board of Commissioners, as the governing body of WCCLS, retains final authority for decision-making related to the Network and its operation.
- B) WCCLS shall have full ownership of all Network components and shall make the system available to Network Users. All software and upgrades provided to Network Users by WCCLS will remain the property of WCCLS.
- C) Item records owned by Network Users, the associated bibliographic and patron records where the patron is registered at the Network User Library, shall be considered the property of that Network User. On termination of this Agreement by either party Network User shall pay all reasonable costs associated with data extraction necessary to provide records in machine-readable format.

4. SERVICE AVAILABILITY

- A) The Network shall be available for use twenty-four (24) hours a day except for routine maintenance and when software, hardware, or telecommunications upgrades/changes necessitate making the system unavailable. WCCLS agrees to provide Network User with prior notice of Network downtime if it will affect library operations and/or business hours except for unexpected outages due to Network failure or other circumstances beyond the control of WCCLS. No liability shall be assumed by WCCLS if Network experiences downtime.
- B) WCCLS staff shall be available to support the Network and to answer questions about the Network from Network Users. No Network staff will be available on days that are official Washington County holidays.
- The hours of service will be as follows:
- 8:00 am – 9:00 pm, Monday – Thursday;
 - 8:00 am – 6:00 pm Friday,
 - 9:00 am – 5:00 pm Saturday, and
 - 10:30 am - 5:30 pm Sunday.
- Staff will be on-call for emergency support only 6:00pm to 9:00pm Friday.

5. DATA RECOVERY

WCCLS will duplicate daily all data maintained in the Network database. WCCLS will rotate back-up data between on-site storage and off-site storage so that files can be reconstructed if a system malfunction occurs that requires restoring or rebuilding data files, in whole or in part. A minimum of one weekly back-up will be stored in a location physically apart from the site of the central system in case of major disaster at the central site.

6. DUTIES AND RESPONSIBILITIES OF WCCLS

WCCLS shall:

- A) Purchase all Network hardware, software, and telecommunications equipment, housing such equipment in a suitable environment, and maintaining said equipment in good operating condition.
- B) Purchase integrated library system client software licenses for Network Users and coordinate distribution of licenses.
- C) Provide, or contract for the provision of, maintenance of Network hardware, software, and the telecommunications equipment.
- D) Employ personnel needed to maintain and operate Network and staff a help desk for problem reporting and resolution.

- E) Provide a source of, and maintain for Network Users, MARC bibliographic cataloging records and authority records in the catalog. This includes monitoring and evaluating bibliographic services to maintain quality bibliographic records.
- F) Purchase, and coordinate licensing of, other software, applications or equipment to support Network services.
- G) Purchase item inventory tags and patron cards to be used by Network Users.
- H) Provide initial training and initial and on-going training materials to Network Users for WCCLS provided software applications.
- I) Provide documentation for the integrated library system.
- J) Provide software updates to Network Users for software applications purchased by WCCLS and licensed for use at member libraries.
- K) Regularly review the operations of Network hardware, software and telecommunications, evaluate performance, and develop plans for modifications, upgrades and new services, as outlined in the WCCLS Long Range Plan.
- L) Monitor compliance with Policies & Procedures adopted by the WCCLS Policy Group and the Broadband Users' Group to coordinate orderly and secure use of the system.
- M) Conduct an independent security audit of the Network and implement recommendations to maintain security and integrity.
- N) Take steps to maintain security, up to and including terminating a connection between one or more network Hosts that appear to present a problem that threatens security, integrity, or performance. Prior notification of the impending disconnection will be given to the affected Network Users if time permits. Connectivity will be restored when the WCCLS staff determines that the problem is resolved or the threat removed, unless WCCLS determines that the problem or threat has resulted in a default under paragraph 12.
- O) Manage the Network pursuant to the terms and conditions of this Agreement.

7. DUTIES AND RESPONSIBILITIES OF NETWORK USERS

Network Users shall:

- A) Participate in the use and operation of the Network under the terms and conditions of this Agreement and the Policies & Procedures adopted by the WCCLS Policy Group.

- B) Take full responsibility for linking item information for Network User's holdings to bibliographic records in the catalog and for meeting cataloging standards as outlined in the Policies & Procedures.
- C) Provide, maintain, and administer cabling, equipment, software, associated devices and Hosts within Network User's building that are connected to the Network.
- D) Provide site preparation, access, and environmental conditions necessary for optimal security and functioning of network Hosts provided by WCCLS.
- E) Ensure that devices configured by Network User and accessing the Network comply at all times with hardware, software and security requirements deemed necessary by WCCLS staff.
- F) Ensure that all Hosts connected to the Network shall be secured and supervised by library staff during use. Public users shall not use staff workstations.
- G) Ensure that any Host or device connected to the Network shall neither cause, nor have the potential to cause, any network disruption, security breach, nor other deleterious outcome.
- H) Obtain permission from WCCLS in advance of attempting to attach any new equipment to the Network.
- I) Obtain permission from WCCLS in advance of adding workstations that will run software applications purchased by WCCLS and licensed for use at member libraries.
- J) Protect Network equipment and software from abuse, theft or misuse, and assume financial responsibility for repairing or replacing damaged equipment.
- K) Be responsible for system security by limiting access to non-public accounts to trained, authorized staff and volunteers, and using security protocols and procedures as directed by WCCLS to prevent unauthorized access. Examples may be password protection, encryption of sensitive information, or locking workstations when not in use.
- L) Notify WCCLS of changes in services, including but not limited to acquisition of additional domain accounts, integrated library system accounts, workstations, email accounts, and deletion of said accounts.
- M) Provide an inventory of Network Hosts in Network User's facility and connected to the Public Communications Network as needed by WCCLS.
- N) Conduct an annual inventory of licenses in use by the Network User as instructed by WCCLS staff.
- O) Keep records and statistics when required by WCCLS to document system performance.

P) Designate at least one person as the WCCLS contact concerning use of the Network.

9. CONFIDENTIALITY OF DATA

The patron and circulation records in the catalog shall be deemed to be exempt from public disclosure pursuant to ORS 192.502(23). All parties agree that they will not disclose patron and circulation information. All parties also agree that only library staff and designated library volunteers shall have access to such records in the course of operating the system. All parties agree to forward to WCCLS all requests for confidential data from law enforcement or other requestors in accordance with established Policies and Procedures. All parties may use patron name and address information for library purposes as long as it is used in accordance with established Policies & Procedures.

10. COST ALLOCATION FORMULA

On an annual basis, WCCLS shall calculate the Cost Allocation Formula (EXHIBIT A) based on measures of Network Users' use of the Network: integrated library system licenses, total circulation, number of titles, number of items, number of patrons, and volumes added in the fiscal year. The purpose of the Cost Allocation Formula is to identify each Network User's percentage share of operational costs to maintain the Network should WCCLS funding cease.

Network Users that are not signatories to the Public Library Services Agreement, chiefly Tuality Health Resource Center and Oregon College of Art and Craft, shall be responsible for ten percent of their share of the cost allocation on an annual basis. These Network Users shall be notified of Network operating costs by April 1 as determined by the Cost Allocation Formula used in EXHIBIT A "Cost Allocation Formula". These Network Users shall receive an invoice from WCCLS by April 15 for the annual cost, which shall be paid by June 30.

11. ADMISSION OF NEW NETWORK USERS THAT ARE NOT SIGNATORIES TO THE PUBLIC LIBRARY SERVICES AGREEMENT

WCCLS shall have the option of admitting other libraries to the Network provided that any necessary system modification shall be undertaken to ensure continued security and performance. Admission of New Network Users shall require unanimous approval of present Network Users and the WCCLS Executive Board. New Network Users will be assessed a share of operating costs for the first year of membership as determined by the WCCLS Executive Board. The "Cost Allocation Formula" in Exhibit A applies during the second year and thereafter.

12. DEFAULT

A) Each of the following shall constitute a default:

1. Material noncompliance with the terms of the Agreement or any policies or procedures adopted pursuant to this agreement;
2. Misuse of system operating software, hardware, or telecommunications.
3. Failure to maintain system security protocols or procedures as directed by WCCLS.

- B) In the event of a default by a Network User or by WCCLS, WCCLS or the Network User, respectively, shall:
1. Advise the party in writing of the alleged default and any action required to cure the default;
 2. Set forth a time by which the default must be cured, a minimum of thirty (30) days.
- C) In the event a Network User shall fails to cure after having been notified of the alleged default WCCLS may, following written notice to the Network User:
1. Prohibit Network User from the use of the system;
 2. Take any action to cure or stop the default;
 3. Recover any costs, expenses or disbursements incurred by WCCLS to cure the default;
 4. Terminate this Agreement as regards the defaulting Network User.
- D) Notwithstanding subparagraph B, in the event of an emergency involving, but not limited to, system damage or the breach of security or confidentiality of the database, WCCLS may lock out the Network User from the system without notice.

13. TERMINATION

- A) The County shall have the right to terminate this Agreement in its entirety or as to any individual Network User upon sixty (60) days written notice, if it determines, in good faith, through an open, public process, that:
1. The public interest would be served by such termination;
 2. Adequate funds are not available.
- B) Each Network User shall have the right to terminate this Agreement upon sixty (60) days written notice, if the Network User determines, in good faith, that the public interest in its jurisdiction or area of service would be served by such termination.
- C) County and each Network User shall have the right to terminate this Agreement for a default by the other party that has not been cured.
- D) Upon termination of this Agreement as to any individual Network User, this Agreement shall continue to be effective as to the remaining parties.
- E) Except for termination under subparagraph A, on termination, the Network User shall be responsible for payment of any costs, expenses, or disbursements incurred by WCCLS to remove or otherwise mask Network User's data from the system.

14. INSURANCE

- A) All parties to this Agreement shall maintain comprehensive general liability insurance or adequate reserves in a program of self-insurance covering personal injury and property damage for the Network Users, their employees and agents. The insurance coverage shall be

for a minimum of the amounts specified in ORS 30.271. For Network Users who are not units of local government, certification of insurance shall be provided to WCCLS and all such insurance coverage shall name Washington County, its officers, employees and agents as additional insureds.

- B) WCCLS shall maintain insurance adequate to cover the replacement of the central site equipment including but not limited to central hardware, telecommunications equipment and uninterruptible power supply. The insurance coverage shall be for a minimum of \$600,000.
- C) Network Users shall maintain insurance adequate to cover the replacement of the telecommunications equipment owned by WCCLS and housed at Network User's site.

15. COMPLIANCE WITH APPLICABLE LAWS

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.

- A) Equal Opportunity Network User hereby agrees that its employees (including applicants for employment) shall not be discriminated against race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status except in case of bona fide occupational qualifications as defined and provided by applicable federal or state law. No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this contract on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status. Any violation of this provision shall be grounds for cancellation, termination or suspension in whole or in part by County.
- B) Public Contracting Statutes ORS 279B.220 through 279B.235 and 279C.500 through 279C.870, as applicable, are incorporated herein by reference. The Contractor agrees to:
 - 1. Make payment promptly, as due, to all persons supplying, to Contractor, labor or material for the performance of the work provided for in this contract;
 - 2. Pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of the contract;
 - 3. Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished pursuant to this contract; and
 - 4. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

16. INDEMNIFICATION

Each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party. If the indemnifying party is a unit of local government, such indemnification shall be 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.

17. DEBT LIMITATION

This Agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon appropriation of funds therefor.

18. INDEPENDENT CONTRACTOR

Each party is an independent contractor with respect to each other party and has no control over the work performed by the other. No party is an agent or employer of another party. No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.

19. NOTICE

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

20. COUNTERPARTS

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

21. CAPTIONS

Captions and headings used in this Agreement are for convenience only and shall not be construed or interpreted so as to enlarge or diminish the rights or obligations of the parties hereto.

22. SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this Agreement is, for any reason, held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Agreement unless the result of the holding is a failure of consideration of any party.

23. AMENDMENT

This Agreement may only be amended in writing signed by all of the parties.

FOR THE NETWORK USER:

Signature

Lou Ogden, Mayor

Title

6-13-2011

Date

APPROVED AS TO LEGAL FORM

Brenda L. Brader

CITY ATTORNEY

FOR WASHINGTON COUNTY:

Signature

Title

Date

APPROVED AS TO FORM:

County Counsel

City Council Meeting

Item #: E. 1.

Date: 06/13/2011

Information

Attachments

A - Science & Technology Scholarship PowerPoint

Tualatin Science and Technology Scholarships



City of Tualatin

2011 Winners

Jason Cross

Monica Pleitez



Scholarship Committee

Chamber of Commerce representative: Michael Halvorson

City Council representative: Monique Beikman

School Board representative: Dr. Barry Albertson

City Council Meeting

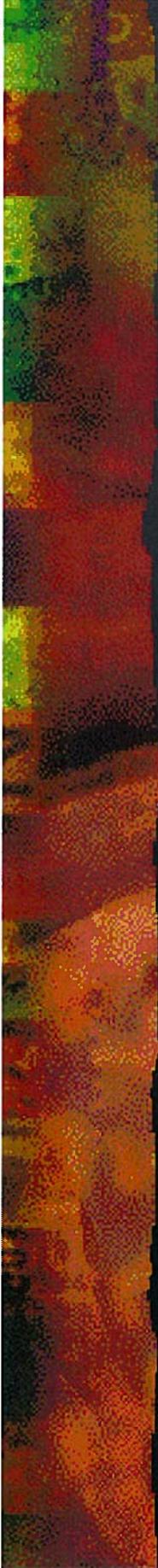
Item #: E. 2.

Date: 06/13/2011

Information

Attachments

YAC Annual Report

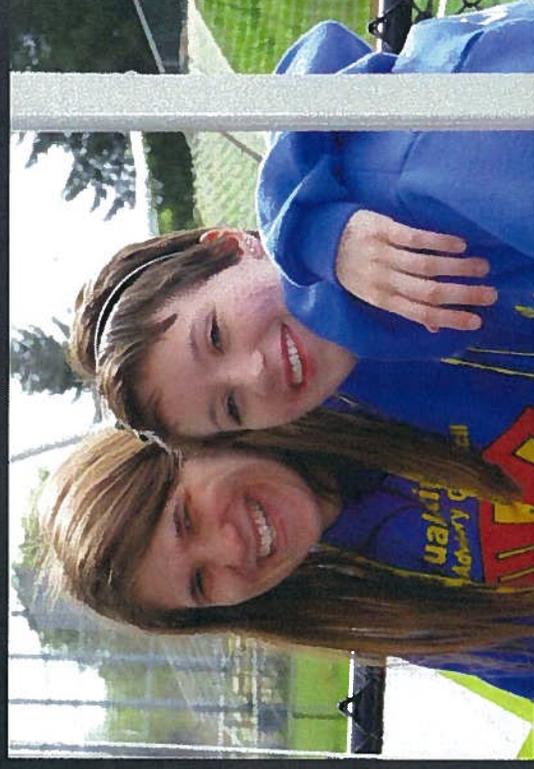


Tualatin Youth Advisory Council

2010/2011 Annual Report

YAC Seniors

- Erich Helmreich
- Mackenzie Humble
- Gimena Olguin
- Maddie Willon
- Anna Wilson



Tualatin YAC – Youth Participating in Governance

YAC Goals:

- Advise the Tualatin City Council on issues that affect youth in the community
- Serve as a communication link for youth to government, business, and the community on a variety of subjects
- Identify and advocate for the needs of youth in our community
- Identify and carry out events and activities for the community, which are important to youth

We strive to meet these goals in three main ways.....

How we meet our goals:

- Staying connected to the city
- Addressing issues of importance to youth
- Hosting youth events and activities



Staying Connected to the City

- Monthly council updates
- Providing youth perspective on issues
- Volunteering at city events



Staying Connected to the City...

- YAC members take turns presenting monthly reports to City Council
- YAC members provided input on how to best engage youth in transportation planning
- YAC members provided input for dog park rules/dogs on commons



Staying Connected to the City....

- YAC members volunteer at many city events, including:
 - Walk + Bike to School Days
 - West Coast Giant Pumpkin Regatta
 - Starry Nights and Holiday Lights
 - Arbor Week
 - Tualatin Try-athlon



Tualatin YAC – Youth Participating in Governance

Addressing issues of importance to youth

- Washington County Youth Summit Grant
- National League of Cities Congress of Cities



Tualatin YAC – Youth Participating in Governance

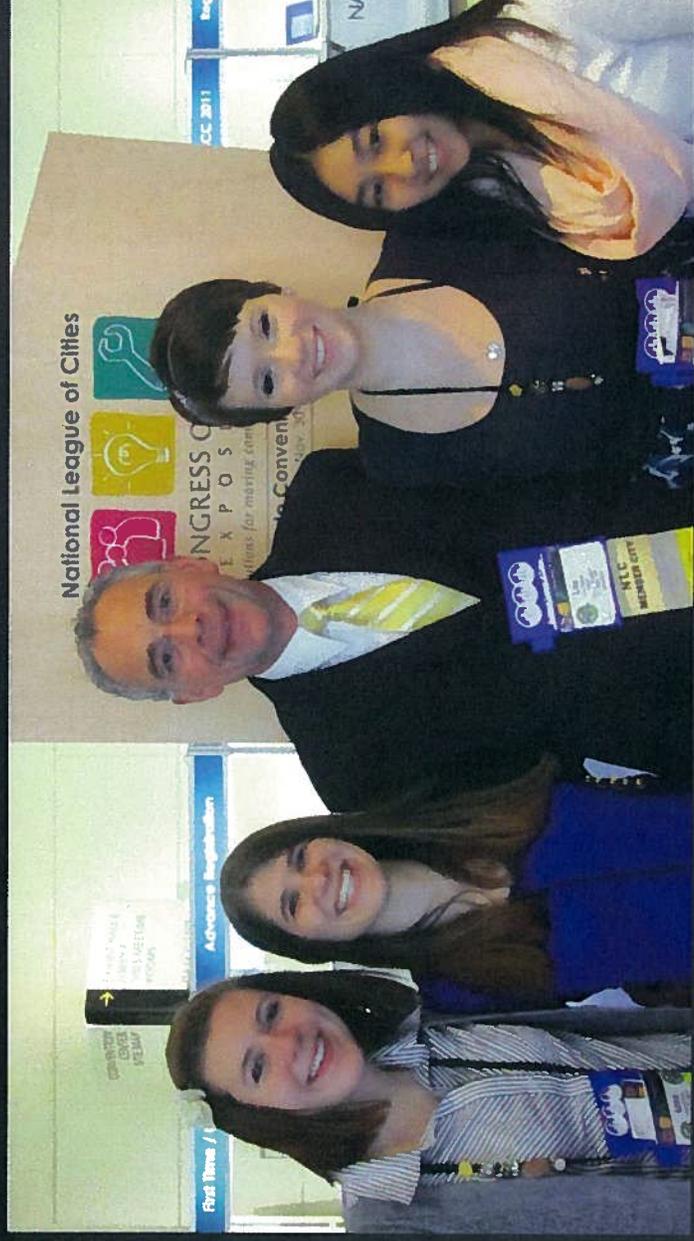
Washington County Commission on Children and Families: Youth Summit Grant- Project P.E.A.C.E.



Tualatin YAC – Youth Participating in Governance

National League of Cities 2011 Denver, Colorado

- YAC members Mackenzie Humble, Maddie Willon, Anna Wilson and Valerie Tsai attended conference workshops and youth-oriented events.



Tualatin YAC – Youth Participating in Governance

Hosting Youth Events & Activities

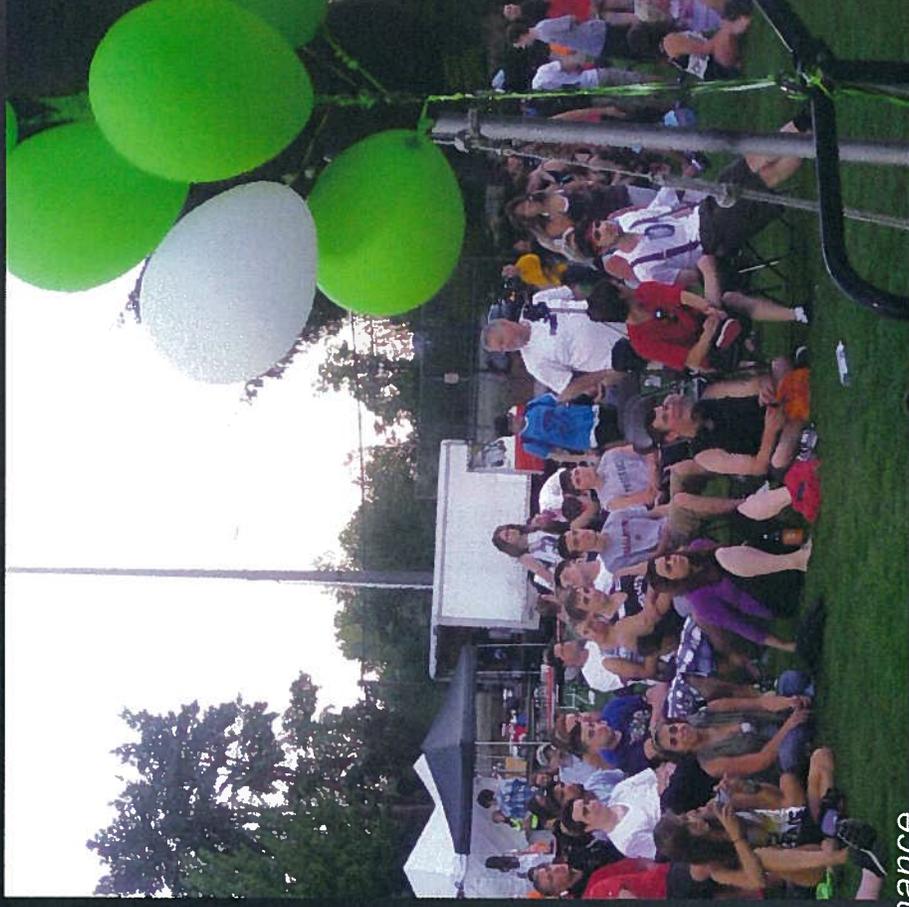
- TualalaFest – Battle of the Bands
- Movies on the Commons
- Annual Haunted House
- Teen Extravaganza



Tualatin YAC – Youth Participating in Governance

TualaFest 2010!

- Provide a forum for local teen bands to showcase their talents
- Three bands competed this year for a Guitar Center gift certificate and studio time
- Day of music, food, prizes, and sunshine!



Tualatin YAC – Youth Participating in Governance

Movies on the Commons

- 9 movies
- 1,800 people attended!
- 8 community business sponsors



Tualatin YAC – Youth Participating in Governance

Haunted House 2010

- Four nights
- 430 attendees (almost double last year's attendance!)
- 100% cost recovery
- This year's theme: Freaky Funhouse



Other Volunteer Work/Activities

- Library Foundation Auction
- Walk + Bike to School Day
- Historical Society Salsa Tasting Contest
- Starry Nights and Holiday Lights
- Arbor Day Ad-Hoc Committee
- Bicycle Safety Clinic

Thank You!



- YAC contributed 1645 hours of service this year!
- We're looking forward to the challenges and rewards of next year!



STAFF REPORT

CITY OF TUALATIN

APPROVED BY TUALATIN CITY COUNCIL

Date 6-13-11

Recording Secretary [Signature]

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Don Hudson, Finance Director

DATE: 06/13/2011

SUBJECT: Consideration of a Resolution Declaring the City's Election to Receive State Revenue Sharing Funds During Fiscal Year 2011-12

ISSUE BEFORE THE COUNCIL:

Whether or not to receive State Revenue Sharing Funds.

RECOMMENDATION:

Staff recommends adopting the attached Resolution after conducting the required public hearing.

EXECUTIVE SUMMARY:

In order for the City to receive state shared revenues, the City must have levied property taxes in the prior fiscal year, pass a resolution approving participation in the program and hold two public hearings on the use of state revenue sharing funds. The first public hearing, before the budget committee, is to discuss possible uses of the funds. That public hearing was held on May 24, 2011. The second public hearing, before the City Council this evening, is to discuss the proposed uses of the funds.

The City is set to receive \$181,350 in State Revenue Sharing Funds in 2011-12. This amount is a portion of the Liquor Tax and is apportioned to cities based upon a calculation defined in Oregon Revised Statutes (ORS) 221.770 using factors such as adjusted population and state per capita income. ORS 221.270 requires cities to hold the two public hearings in order to be eligible to receive these funds.

The City also receives allocations for another portion of Liquor Tax funds, as well as Cigarette and Gas Taxes, based upon a per capita distribution. These funds are governed under ORS 221.760. The law provides that cities located within a county having more than 100,000 inhabitants, must provide four or more municipal services (out of a list of seven types of services) to be eligible to receive these revenues. Council must pass a resolution stating that these services are provided (on this evening's Council Agenda), and are therefore not part of tonight's public hearing.

These revenues are not restricted by the State and are therefore used as a General Fund revenue source.

OUTCOMES OF DECISION:

If the Council approves the Resolution, the City will be eligible to receive state shared revenues. If the Council does not approve the Resolution, the City will not receive state shared revenues and will need to reduce its expenditures or contingencies.

FINANCIAL IMPLICATIONS:

The City has budgeted \$181,350 in the General Fund for general city operations.

Attachments: Resolution Declaring City's Election to Receive State Revenue Sharing Funds

RESOLUTION NO. 5045-11

A RESOLUTION DECLARING THE CITY'S ELECTION TO RECEIVE STATE REVENUE SHARING FUNDS DURING THE 2011-12 FISCAL YEAR

WHEREAS Oregon Revised Statutes (ORS) 221.770 requires that the City Council pass a resolution declaring the City's election to receive State Revenue Sharing funds; and

WHEREAS the 2011-12 budget for the City of Tualatin contains State Shared Revenues as a resource in the budget year beginning July 1, 2011; and

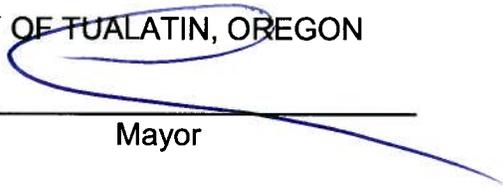
WHEREAS the Budget Advisory Committee held a public hearing to discuss the possible uses of state revenue sharing funds on May 24, 2011 and the City Council held a public hearing on June 13, 2011 to discuss the proposed use of the funds for Fiscal Year 2011-12.

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

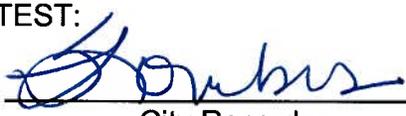
Section 1. Pursuant to ORS 221.770, the City hereby elects to receive State Revenue Sharing Funds for Fiscal Year 2011-12.

INTRODUCED AND ADOPTED this 13th day of June, 2011.

CITY OF TUALATIN, OREGON

BY  _____
Mayor

ATTEST:

BY  _____
City Recorder



STAFF REPORT

CITY OF TUALATIN

APPROVED BY TUALATIN CITY COUNCIL
date 6-13-11
Recording Secretary [Signature]

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: William Harper, Senior Planner
Alice Rouyer, Community Development Director

DATE: 06/13/2011

SUBJECT: Consideration of a Plan Text Amendment (PTA) that would Amend Storm Water Quality Regulations to Allow a Regional Public Water Quality Facility to Serve Private, Non-Residential Development; and Amend TDC 74.650 (PTA-11-04)

ISSUE BEFORE THE COUNCIL:

Council consideration of a request for a Plan Text Amendment (PTA) to the Tualatin Development Code (TDC), Chapter 74 Public Improvement Requirements to:

- Amend TDC 74.650 to allow stormwater from private, non-residential development to be treated in a public stormwater quality facility;
- Allow commercial and industrial developers to construct a regional public storm water facility to accept, treat, and discharge storm water runoff from building and paved surfaces on multiple-lot private development;
- Provide requirements for submittal of a Storm Water Facility Agreement for a regional public stormwater facility that will be operated and maintained by the City and supported by fees from benefitting property owners; and
- Implement the related amendments to the Tualatin Municipal Code (TMC) storm water management and water quality standards of the Surface Water Management Ordinance that are proposed in a separate TMC Ordinance.

RECOMMENDATION:

At their meeting on May 3, 2011, the Tualatin Planning Advisory Committee (TPAC) reviewed the proposed PTA-11-04 and made the following recommendation:

Recommend Council Approve PTA-11-04 as shown in the staff report.
Approval of PTA-11-04: 6 Yes, 0 No

Staff recommends Council consider the application and staff report and approve the amendment proposed by the applicant in PTA-11-04.

EXECUTIVE SUMMARY:

- This matter is a Plan Text Amendment (PTA) to the Tualatin Development Code (TDC) and a decision by the City Council is a legislative action.
- The applicant is the Engineering Division. The application materials are Attachment A.
- The request is to amend the requirements for water quality facilities in TDC 74.650 in accordance with the requirements of the Surface Water Management Ordinance (SWMO) as implemented in TMC Chapter 3-5 and proposed for amendment in a separate Ordinance. The purpose of the amendments is to address the differences between Tualatin's regulations and other agencies and to respond to concerns by commercial and industrial developers to have opportunity to construct efficient and well-maintained water quality facilities.
- The proposed TDC amendment establishes provisions for submittal of a Stormwater Facility Agreement (SFA) with an operation and maintenance plan for public water quality facilities serving commercial and industrial development that would be allowed by the proposed amendments to the Surface Water Management Ordinance provisions in TMC Chapter 3-5. The proposed TDC 74.650 amendment language is provided in Attachment B with the separate TMC Chapter 3-5 amendment provided for reference.
- The proposed TMC amendments change the Surface Water Management Ordinance requirements for on-site water quality facilities in TMC 3-5 to allow stormwater from private non-residential development to be treated in a public water quality facility. This change will allow private development to construct a public water quality facility that would serve more than one parcel, and serve parcels under one or multiple property ownerships. The TMC provisions will change the Tualatin standards to match the CWS standards that allow regional (multiple parcel) serving public stormwater facilities for commercial and industrial development.
- Stormwater runoff from all public and private development including roads, buildings and parking areas is required by local, regional (Clean Water Services), state (DEQ) and federal (Clean Water Act) regulations to be cleansed of sediments and certain nutrients prior to entering a public or natural drainage system (Background, Attachment C). This is accomplished by permanent water quality facilities that meet the capacity and performance standards of the Surface Water Management Ordinance. Approved water quality facilities take the form of:
 - Wet ponds (standing water) or dry ponds (filled only during storm events and slowly released) that are extensively planted with nutrient-absorbing vegetation;
 - Vegetated swales (minimum 100 ft. in length);
 - Low-impact Development Approaches (LIDA) integrated into planters near buildings and in parking lots, and;
 - Stormwater filter vaults.
- In accordance with Oregon DEQ regulations, infiltration (dry well) methods are strongly restricted.
- The current Surface Water Management Ordinance standards require non-residential development to be served only by private on-site facilities that are constructed, operated and maintained by the property owner. In accordance with Clean Water Services standards, shared or regional private water quality facilities are not allowed and each developed parcel is required to meet water quality requirements on its own. By Tualatin standards, public streets and other public development and single family residential subdivisions are served by publicly-owned, operated and maintained facilities. The result of these requirements is that developers of multi-lot commercial or industrial development must:
 - Construct a separate private water quality facility on each parcel of their project (CWS/Tualatin

Requirement);

- Construct a public facility for the public streets built with the development (Tualatin Requirement), and;
- Cannot combine or construct a facility to serve multiple lots or mix private stormwater with public street stormwater treatment in a regional public facility (Tualatin Requirement).

Minimum lot sizes for commercial and industrial development are 10,000 sq. ft. and 20,000 sq. ft. respectively. Three to six lot industrial projects are common with examples including Franklin Business Park (7 lots), Novellus (3 lots), Commerce Park III (3 lots) and the Lakeside Lumber/Arlington Commons (3 lots) The developers of the Koch Corporate Center (Pac Trust) (3 lots existing) are preparing a subdivision of a 41-acre industrial property with up to 12 lots proposed. A three-parcel industrial development with public street improvements is required under current standards to construct a separate private water quality facility on each parcel and provide or construct a public water quality facility for the stormwater generated by the development's public street improvements. Each on-site water quality facility will have its own collection, detention, treatment and discharge system, yet due to topography and the location of public stormwater lines or natural drainage systems, the project's stormwater often is released to a single location. Having multiple on-site water quality facilities can:

- Consume 500-2,000 sq. ft. of development area for each lot, often in street side locations (depending upon impervious area and method of treatment);
- Result in ineffective and non-compliant water quality treatment of stormwater caused by poor maintenance or neglect.

The property owner of each lot is responsible for operation and maintenance of the stormwater facility. Maintaining and servicing the facility to perform to current water quality performance standards is a difficult and often neglected obligation for the commercial or industrial business that occupies the development.

This represents a problem of efficiency and long-term compliance for commercial and industrial developers, for the businesses that will purchase and own property and facilities in the development, and for the City and the regional and state agencies responsible for protecting the public drainage and stormwater system.

With the requirements for a Stormwater Facility Agreement in the TDC Chapter 74 and with the standards for public stormwater quality facilities that serve multiple-lot commercial and industrial development projects in the TMC, developers will have the option of constructing a regional public water facility while ensuring the facility will be adequately maintained in the long term by the City with funding by the development's property owners.

- A Stormwater Facility Agreement is an agreement between the City and a developer and owners of each property within a development that establishes the developer and owner's long-term financial obligation to support the City's operation and maintenance of a public water quality facility in terms of Surface Water Management Ordinance standards. A copy of a Stormwater Facility Agreement is found in Attachment A.

As applied to a regional public water quality facility, the Stormwater Facility Agreement will establish an operations and maintenance plan to be approved by the City that has the City performing the maintenance of the public facility that is supported by monthly fees paid by the owner of each benefitting parcel served by the facility. With City staff currently maintaining existing public facilities, it is expected that no additional City employees will be necessary to perform the services needed by the terms of the Stormwater Facility Agreement.

- During review of PTA-11-04 at the May 3, 2011 Tualatin Planning Advisory Committee (TPAC)

meeting, representatives of PacTrust presented a letter and provided comments on the proposed regional water quality facility provisions of PTA-11-04. A copy of the PacTrust letter is found in Attachment E. PacTrust is in the process of developing a 41 acre multi-lot industrial development (Koch Corporate Center) in Tualatin and expressed support for the proposed amendment allowing a regional public water quality facility option.

As stated in the letter and in discussion with TPAC, PacTrust also requested consideration of an option to allow combining required detention of private stormwater with treatment in a regional public water quality facility (currently stormwater detention on private development is restricted to on-site facilities). TPAC heard information from Civil Engineer Kaaren Hofmann and PacTrust Construction Manager Matthew Oyen. TPAC discussed the detention issue and did not include it in the TPAC recommendation to the Council.

On May 12, 2011 City Engineering staff met with PacTrust to explore alternatives for combining stormwater quality treatment and detention functions in private and public facilities for a larger project like the Koch Corporate Center. PacTrust and its consultants are studying the feasibility of the alternatives developed at the meeting and indicated it was likely that those alternatives would prove satisfactory for the firm's Koch project without the need to modify the proposed water quality amendment.

- The TMC and TDC amendments set the standards for a regional public water facility including:
 - a requirement for a Stormwater Facility Agreement with conditions for long-term maintenance and assessment of fees;
 - compliance with the Surface Water Management Ordinance;
 - a requirement that developments served by a regional public facility treat private stormwater from equivalent area of building roof-tops with on-site LIDA facilities.
- Before granting the proposed PTA, the City Council must find that the application meets the plan amendment criteria listed in TDC 1.032. The Analysis and Findings section of this report (Attachment B) examines the application.
- Because the amendment is a legislative action, the 120-day rule codified in Oregon Revised Statutes (ORS) 227.178(2) is not applicable.

OUTCOMES OF DECISION:

Approval of the PTA request would result in the following:

1. Future commercial and industrial development or land division would have the opportunity to construct a regional public stormwater facility in compliance with Surface Water Management Ordinance requirements.
2. Monthly fees will provide long-term support for the City to maintain the facility in compliance with Surface Water Management Ordinance standards.

Denial of the PTA request would result in the following:

1. Future commercial and industrial development or land division would be required to construct an on-site stormwater facility on each individual lot or parcel in the development that treats all stormwater runoff from that lot or parcel and construct a public water quality facility for public street improvements constructed with the development.
2. Future land division on lots served by a single existing stormwater facility would be required to separate the stormwater runoff from each individual lot or parcel to an on-site facility for each and connecting to public stormwater lines where a property line is crossed (Surface Water Management

PTA-11-04
Regional Public Stormwater Facilities
Application Narrative

Proposal: An amendment allowing developers an option of constructing a regional public stormwater facility to treat stormwater from private development under certain conditions; and amending Tualatin Municipal Code (TMC) 3-5-340, 3-5-380, 3-5-390, and Tualatin Development Code (TDC) 74.650.

The purpose of the proposed Plan Text Amendment (PTA) is to allow commercial and industrial developers an option to treat private stormwater within a regional public facility with additional requirements. Current regulations do not allow commercial and industrial development or land division to treat stormwater in regional public stormwater facilities. The amendment would have standards for construction and long term maintenance; require stormwater facility agreements, a portion of stormwater to be treated on each lot using Low Impact Development Approaches (LIDA), and any required detention to occur on each lot.

- City code allows regional public stormwater facilities for residential single family home land division, but doesn't allow commercial and industrial development or land division to construct a regional private or public stormwater facility for multiple lots.
- This amendment would be consistent with Clean Water Services (CWS) provisions allowing regional public stormwater facilities for commercial and industrial developments or land division.
- Requiring Low Impact Development Approaches (LIDA) on each lot sharing a regional public facility for a portion of stormwater contributes to the owner or lessees' awareness and desire to not contaminate stormwater. LIDA facilities are easily incorporated into required landscaping percentage.
- Fees for the City's maintenance of the regional public stormwater facility would be paid by the owner of each lot. No additional City employees would be needed.
- The owners of all lots served by a regional public stormwater facility would sign an agreement that runs with the land.

The Engineering Division will keep record of the amount of each lot's impervious area, which results in stormwater runoff. The Operation Department will determine a fee per area for maintenance and repair of regional public stormwater facilities. The Finance Department will bill the owner of each lot for the fee due for their impervious area. This program should remain self sustaining. Any excess fees accrued in a fiscal cycle should remain within the stormwater maintenance bucket.

Discussion.

The TMC and TDC codifies the comprehensive plan for the City and local land development regulations. These include regulation for stormwater in accordance with Clean Water Services (CWS) Design & Construction Standards (D&CS) with the ability to be more restrictive.

CWS no longer allows a regional private stormwater facility. The City currently does not allow regional public stormwater facilities for commercial or industrial developments. This results in the only option of multiple private stormwater facilities for multiple lots.

There have been two recent examples of difficulty caused by these recent changes related to partitioning existing developed areas. One lot, developed recently, with a future partition a part of their concept plan that shared a private stormwater facility sized for all development. Another, partially developed many years ago, created lot lines that divided impervious surfaces from the private stormwater facilities that treat the stormwater from them, but met all other development requirements. After considerable discussion over many months, these were allowed, but direction was given to find a different solution for future development.

This PTA was created due to the above issues and at the request of a developer with approximately 27 acres of industrial zoned land intended for subdividing into around 12 parcels. The developer recognizes the efficient use of area due to utilizing a single stormwater facility and desires that the stormwater is maintained properly. While their preference would be to retain private ownership and maintenance of a stormwater facility, that is not allowed by CWS' D&CS. A solution to allow a single stormwater facility treat multiple lots is for it to be public, with adoption of this PTA.

Approval of the PTA request would result in the following:

Future commercial or industrial development or land division would have the opportunity to construct a regional public stormwater facility.

Monthly fees would pay for Operations maintenance of the regional stormwater facilities.

General Background Concerning Stormwater

Rainfall on developed impervious surfaces, such as buildings and parking lots, creates stormwater. Stormwater flows to creeks, streams, and rivers that were present on the pavement or in the soil conveying with it sediments and contaminants including phosphorus and other nutrients that degrade water quality.

As a result of State and Federal lawsuits and the public's concern for the environment, authority was created at various levels of government for regulation of stormwater. Authority has been granted from a larger agency to a more local one for more local management. The Federal Environmental Protection Agency (EPA), to the Oregon Department of Environmental Quality (DEQ), to Clean Water Services (CWS) in Washington County, which in turn has requirement to be implemented by local governments, including the City of Tualatin (City).

An Inter-Governmental Agreement (IGA) between CWS and the City requires the City to regulate stormwater within the City, as long as the City's code is equal or more restrictive than CWS's Design and Construction Standards (D&CS). The D&CS identifies requirements for development for stormwater. The Tualatin Development Code (TDC) and Tualatin Municipal Code (TMC) codifies the comprehensive plan for the City and local land development regulations, including stormwater. Initial adoption of the Stormwater Management Ordinance occurred in 1991, placing text in the TDC and TMC to regulate stormwater.

Stormwater regulation pertains to conveyance, treatment, and detention. Treatment removes contaminants for cleaner streams and rivers, with a goal of 65% phosphorus removal. Detention temporarily holds stormwater in a location, releasing at a reduced rate, in areas of known capacity limitations to reduce the likelihood of flooding local areas or surcharging stormwater lines.

Various conveyance, treatment, and detention facilities are classified as private or public. Stormwater from impervious surfaces created by private commercial, industrial, and residential apartments & condominiums is classified as private. Stormwater from private areas is classified as public after entering the public stormwater system. A private stormwater system is typically maintained by the owners of developed property based on the location of the facility and lines. By regulation private stormwater is required to be treated (and detained if needed) prior to entering the public stormwater system.

Stormwater from public Right-Of-Way (ROW) streets and sidewalks, development on public land, and single family home subdivisions is classified as public. Public stormwater is treated (and detained as needed) within public stormwater facilities. Private stormwater after it enters the public stormwater system is classified as public, but is not calculated as part of the public treatment (or detention) volumes as those functions have already been performed within private stormwater facilities. Public stormwater conveyance may be located within public property, ROW, or it may cross private property within a public stormwater easement. The public stormwater system consists of the public stormwater facilities and conveyance. The public stormwater system is maintained by the City.

Background on Shared Private and Regional Public Stormwater Facilities

Since the adoption of the Stormwater Management Ordinance in 1991, the City has allowed developers an option to construct a shared regional private facility for commercial and industrial development. In this design, private stormwater lines convey stormwater from lots with a development to a shared private facility. Frequently the conveyance would flow through multiple lots in private easements. This allowed multiple private lots to convey stormwater to a single private stormwater facility for treatment (and detention as needed) prior to releasing into the public stormwater system. This approach saved land for other uses and allowed for more efficient operation and maintenance of water quality facilities.

Due changes to CWS code and procedure, new shared private facilities are no longer allowed without significant proof that no other alternatives are possible, even if previously planned as a future phase. Obtaining approval a proposal for shared private facilities has taken months and much staff time. Combining removal of approval for shared private stormwater facilities with the City's current code requiring treatment prior to entering the public system, the only standard option for commercial or industrial development is for private stormwater to be treated on each lot and have a direct connection to the public system.

CWS D&CS allows creation of regional public facilities for treatment of private stormwater. Additionally, CWS has encouraged the City to allow this option. This PTA is to amend the TDC and TMC to allow as a standard the creation of regional public facilities to treat private commercial and industrial stormwater under certain conditions.

Benefits of Regional Public Facilities

Swales and ponds are traditional facilities still commonly chosen for private development.

- Frequently swales can be located into required landscape area. Swales need to be a minimum of 100 feet long, regardless of treatment volume. Depending of the topography of the developed area, a single 100 foot swale could treat more impervious area than exists on a lot. Multiple lots sharing a swale could provide more effective utilization of the facility.
- Less area may be needed for a given volume of treatment for a single large pond than many smaller ponds. For example, 20 acres of impervious area consisting of 10 two acre lots would require a certain volume of treatment. Due to the sloped sides required in a pond, the area needed for 10 separate ponds would use approximately 16,000 square feet while a single regional pond would need only approximately 8,000 square feet, a 50% reduction in area. This evaluation does not include additional savings of area due to elimination of other construction required for a facility such as: vehicular access, fencing, and water quality manholes. (Additional savings of areas are not calculated due to variability of design.)

Specific Conditions for a Public Regional Stormwater Facility

For each lot served by a regional public facility, LIDA would be required for a specified amount of stormwater. LIDA facilities can easily be located in an area that can be counted towards the required landscaping percentage. A LIDA facility on each lot will contribute by keeping an owner aware of the existence of stormwater treatment on their lot and more interested in not contaminating stormwater.

The expense of the City's maintenance would be offset by stormwater management fees billed to the owner of each lot served by the regional public facility. The design of the facility would be reviewed to reduce the amount of maintenance costs. The City's Operations Department contracts out maintenance of public stormwater facilities, and no new City employees will be necessary.

An agreement would be required for property owners to sign and would run with the land. The agreement would include acknowledgement of the fees and potential for additional fees if emergency maintenance was required due to contamination of stormwater. Additionally, specific requirements would be listed for proper maintenance of private LIDA facilities.

Businesses use a variety of chemicals. CWS evaluates the combination of chemicals and determines if a special permit is needed. This permit is known as a 1200Z. CWS will evaluate the chemical composition of stormwater from a 1200Z site and the facility providing treatment. Regional public stormwater facilities may be identified as needing regular evaluation under a 1200Z due to the many lots (therefore businesses) served. The City's Operations Department would coordinate with CWS for 1200Z purposes.

After Recording Return to:
City of Tualatin
18880 SW Martinazzi Avenue
Tualatin, OR 97062

REGIONAL PUBLIC STORMWATER FACILITY AGREEMENT

This Agreement is made and entered into this _____ day of _____ 20____, by and between City of Tualatin, a municipal corporation of the State of Oregon (City), and _____ (Owner).

RECITALS

A. Owner has developed or will develop the Private Facilities listed below. (List the type of private stormwater facilities on site and the quantity of each type).

Private Facility type (list each) _____ Quantity _____

B. The Private Facilities enable development of property while mitigating impacts of additional surface water from roofs and pollutants associated with stormwater runoff prior to discharge from the property to the public stormwater system. For the remainder of surfaces, impacts from stormwater runoff are mitigated within a Regional Public Facility. The consideration for this Agreement is connection to the public stormwater system.

C. The property benefited by the Private Facilities and subject to the obligation of this Agreement is described below or in Exhibit A (Property) attached hereto and incorporated by reference.

See attached legal description and attached map of description

D. The Private Facilities are designed by a registered professional engineer to accommodate the anticipated volume of runoff and to detain and treat runoff in accordance with Clean Water Services' Design and Construction Standards and City of Tualatin Municipal Code.

E. Failure to inspect and maintain the Private Facilities can result in an unacceptable impact to the public stormwater system.

F. City owns and maintains the Facility identified below.

Regional Public Facility type _____ Location (Tax Lot) _____

G. The Regional Public Facility benefiting the Property and subject to the obligation of this Agreement is described below or in Exhibit B (Regional Public Facility) attached hereto and incorporated by reference.

See attached legal description and attached map of description

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. **OWNER INSPECTIONS** City shall provide Owner an Operations and Maintenance Plan (O&M Plan) for each Private Facility. Owner agrees to operate, inspect and maintain each Private Facility in accordance with the current O&M Plan and any subsequent modifications to the Plan. Owner shall maintain a log of inspection activities. The log shall be available to City upon request or during City inspections.

2. DEFICIENCIES All aspects in which the Private Facilities fail to satisfy the O&M Plan shall be noted as “Deficiencies”.
3. OWNER CORRECTIONS All Deficiencies shall be corrected at Owner’s expense within thirty (30) days after completion of the inspection. If more than 30 days is reasonably needed to correct a Deficiency, Owner shall have a reasonable period to correct the Deficiency so long as the correction is commenced within the 30-day period and is diligently prosecuted to completion.
4. DISTRICT INSPECTIONS Owner grants City the right to inspect the Private Facilities. City will endeavor to give ten (10) days prior written notice to Owner, except that no notice shall be required in case of an emergency. City shall determine whether Deficiencies need to be corrected. Owner (at the address provided at the end of this Agreement, or such other address as Owner may designate in writing to City) will be notified in writing through the US Mail of the Deficiencies and shall make corrections within 30 days of the date of the notice.
5. DISTRICT CORRECTIONS If correction of all Owner or City identified Deficiencies is not completed within thirty (30) days after Owner’s inspection or City notice, City shall have the right to have any Deficiencies corrected. City (i) shall have access to the Private Facilities for the purpose of correcting such Deficiencies and (ii) shall bill Owner for all costs reasonably incurred by City for work performed to correct the Deficiencies (City Correction Costs) following Owner’s failure to correct any Deficiencies in the Private Facilities. Owner shall pay City the City Correction Costs within thirty (30) days of the date of the invoice. Owner understands and agrees that upon non-payment, City Correction Costs shall be secured by a lien on the Property for the City Correction Cost amount plus interest and penalties.
6. EMERGENCY MEASURES If at any time City reasonably determines that the Facilities create any imminent threat to public health, safety or welfare, City may immediately and without prior notice to Owner take measures reasonably designed to remedy the threat. City shall provide notice of the threat and the measures taken to Owner as soon as reasonably practicable, and charge Owner for the cost of these corrective measures.
7. FORCE AND EFFECT This Agreement has the same force and effect as any deed covenant running with the land and shall benefit and bind all owners of the Property present and future, and their heirs, successors and assigns.
8. AMENDMENTS The terms of this Agreement may be amended only by mutual agreement of the parties. Any amendments shall be in writing, shall refer specifically to this Agreement, and shall be valid only when executed by the owners of the Property, City, and recorded in the Official Records of the county where the Property is located.
9. PREVAILING PARTY In any action brought by either party to enforce the terms of this Agreement, the prevailing party shall be entitled to recover all costs, including reasonable attorney’s fees as may be determined by the court having jurisdiction, including any appeal.
10. SEVERABILITY The invalidity of any section, clause, sentence, or provision of this Agreement shall not affect the validity of any other part of this Agreement, which can be given effect without such invalid part or parts.
11. CONTAMINATION OF THE PUBLIC STORMWATER SYSTEM If at any time City reasonably determines that contamination from Owners property has entered the public stormwater system become, City may immediately and without prior notice to Owner take measures reasonably designed to remedy the threat and repair damage. City shall provide notice of the threat and the measures taken to Owner as soon as reasonably practicable, and charge Owner for the cost of these corrective measures.
12. SURFACE WATER MANAGEMENT RATES Owner shall reimburse City extra monthly fees for use of the Regional Public Facility. Monthly Surface Water Management Rates are established by City ordinance.

IN WITNESS WHEREOF, Owner and City have signed this Agreement.

NOTARIZE DOCUMENT BELOW

INDIVIDUAL OWNERS SIGN BELOW

CORPORATE, LLC, PARTNERSHIP, TRUST OR OTHER
LEGAL ENTITY SIGN BELOW

Owner (Individual)

(Entity name)

Owner (Individual)

By: _____
(Sign here for entity)

Title: _____

CITY OF TUALATIN

APPROVED AS TO FORM

By: _____
City Manager

City Attorney

[Use this notary block if OWNER is an individual.]

STATE OF OREGON _____)

County of WASHINGTON _____)

This instrument was acknowledged before me this _____ day of _____, 20____,
by _____.

Notary Public

[Use this notary block if OWNER is an entity.]

STATE OF OREGON _____)

County of WASHINGTON _____)

This instrument was acknowledged before me on _____ (date)
by _____ (name of person) as
_____ (title) of _____ (name of entity).

Notary Public

PTA-11-04 TDC Chapter 74 - - **DRAFT** - - June 13, 2011
Removed Text shown with ~~striketrough~~. New text shown as **Bold Underline**.

Section 1. TDC 74.650 is amended to read:

The applicant shall comply with the water quality, storm water detention and erosion control requirements in the Surface Water Management Ordinance. If required:

(1) On subdivision and partition development applications, prior to approval of the final plat, the applicant shall arrange to construct a permanent on-site water quality facility and storm water detention facility and submit a design and calculations indicating that the requirements of the Surface Water Management Ordinance will be satisfied and obtain a Stormwater Connection Permit from ~~the Unified Sewerage Agency~~ **Clean Water Services**; or

(2) On all other development applications, prior to issuance of any building permit, the applicant shall arrange to construct a permanent on-site water quality facility and storm water detention facility and submit a design and calculations indicating that the requirements of the Surface Water Management Ordinance will be met and obtain a Stormwater Connection Permit from **Clean Water Services** ~~the Unified Sewerage Agency~~.

(3) **For on-site private and regional non-residential public facilities,** ~~the~~ applicant shall submit a **stormwater facility agreement, which will include an operation and maintenance plan provided by the City,** for the water quality facility for the City's review and approval. The applicant shall submit an erosion control plan prior to issuance of a Public Works Permit. No construction or disturbing of the site shall occur until the erosion control plan is approved by the City and the required measures are in place and approved by the City.

END

PTA-11-04
5-26-11

TMC DRAFT---ALLOWING REGIONAL PUBLIC FACILITIES TO TREAT PRIVATE DEVELOPMENT'S STORMWATER---DRAFT

WHEREAS upon the application of _____, a public hearing was held before the City Council of the City of Tualatin on Month Day, Year, related to a Plan Text Amendment of the TMC and TDC; and amending TMC 3-5-340, 3-5-380 and 3-5-390; and

WHEREAS notice of public hearing was given as required under the Tualatin Development Code by publication on in The Times, a newspaper of general circulation within the City, which is evidenced by the Affidavit of Publication marked "Exhibit A," attached and incorporated by this reference; and by posting a copy of the notice in two public and conspicuous places within the City, which is evidenced by the Affidavit of Posting marked "Exhibit B," attached and incorporated by this reference; and

WHEREAS the Council conducted a public hearing on Month Day, Year, and heard and considered the testimony and evidence presented by the City staff and those appearing at the public hearing; and

WHEREAS after the conclusion of the public hearing, the Council vote resulted in approval of the application by a vote of [-],

WHEREAS based upon the evidence and testimony heard and considered by the Council and especially the City staff report dated Month Day, Year, the Council makes and adopts as its Findings of Fact the findings and analysis in the staff report attached as "Exhibit C," which are incorporated by this reference; and

WHEREAS based upon the foregoing Findings of Fact, the City Council finds that it is in the best interest of the residents and inhabitants of the City and the public; the public interest will be served by adopting the amendment at this time; and the amendment conforms with the Tualatin Community Plan; and therefore, the Tualatin Development Code should be amended.

THE CITY OF TUALATIN ORDAINS AS FOLLOWS:

Section 1. TMC 3-5-340 is amended to read:

3-5-340 On-Site Facilities Required.

For new development, subject to the exemptions of TMC 3-5.310, no permit for construction, or land development, or plat or site plan shall be approved unless the conditions of the plat, plan or permit approval require permanent stormwater quality control facilities in accordance with this Title III.

Section 2. TMC 3-5-380 is amended to read:

On-site facilities shall be constructed as required by OAR 340-41-455, unless otherwise approved by the City on a case by case basis due to the size of the development, topography, or other factors causing the City to determine that the construction of on-site permanent stormwater treatment systems is impracticable or undesirable. Determinations by the City may be based upon, but not limited to, consideration of the following factors:

Site topography, geological stability, hazards to public safety, accessibility for maintenance, environmental impacts to sensitive areas, size of the site and development, existence of a more efficient and effective regional site within the basin capable of serving the site, and consistency with sub-basin master plan.

A regional public facility may be constructed to serve private non-residential development provided: the facility serves more than one lot, all owners sign a stormwater facility agreement, treatment accommodates reasonable worst case impervious area for full build-out, stormwater equivalent to existing or proposed roof area is privately treated in LIDA facilities, and any detention occurs on each lot.

Section 3. TMC 3-5-390 is amended to read:

A stormwater quality control facility permit shall be approved only if the following are met:

(1) The plat, site plan, or permit application includes plans and a certification prepared by an Oregon registered, professional engineer that the proposed stormwater quality control facilities have been designed in accordance with criteria expected to achieve removal efficiencies for total phosphorous required by this Title III. ~~The Clean Water Services & Design and Construction Standards manual "Surface Water Quality Facilities Technical Guidance Handbook"~~ may shall be used in preparing the plan for the water quality facility; and

(2) The plat, site plan, or permit application shall be consistent with the areas used to determine the removal required in TMC 3-5.350; and

(3) A financial assurance, or equivalent security acceptable to the City, is provided by the applicant, which assures that the stormwater quality control facilities are constructed according to the plans established in the plat, site plan, or permit approval. The financial assurance may be combined with our financial assurance requirements imposed by the City; and

~~(4) An operation and maintenance plan documenting how the water quality facility will be maintained, and a statement~~ A stormwater facility agreement identifies as to who will be responsible for assuring the long term compliance with the operation and maintenance plan. A copy of the operation and maintenance plan shall be forwarded to DEQ no later than one month following construction of the water quality facility.

END TMC DRAFT

ATTACHMENT C
PTA-11-04: BACKGROUND INFORMATION

Pertinent background information obtained from the proposed PTA-11-04 and other supporting documents is summarized in this section.

The applicant provided the following Background narrative:

Rainfall on developed impervious surfaces, such as buildings and parking lots, creates stormwater. Stormwater from developed property flows to creeks, streams, and rivers conveying with it sediments and contaminants that were present on the pavement or in the soil, including phosphorus and other nutrients that degrade water quality.

As a result of State and Federal lawsuits for the protection of the Tualatin River and the public's concern for the environment, authority was created at various levels of government for regulation of stormwater. Authority to address stormwater management in the Tualatin basin was granted by the State and Federal agencies to local agencies. The Federal Environmental Protection Agency (EPA) and the Oregon Department of Environmental Quality (DEQ) designated Clean Water Services (CWS) in Washington County to implement the rules, which in turn required implementation by local governments, including the City of Tualatin (City).

An Inter-Governmental Agreement (IGA) between CWS and the City requires the City to regulate stormwater within the City, as long as the City's code is equal or more restrictive than CWS's Design and Construction Standards (D&CS). The D&CS identifies requirements for development for stormwater. The Tualatin Development Code (TDC) and Tualatin Municipal Code (TMC) codifies the comprehensive plan for the City and local land development regulations, including stormwater. Initial adoption of the Storm Water Management Ordinance (SWMO) occurred in 1991, placing text in the TDC and TMC to regulate stormwater.

Stormwater regulation pertains to conveyance, treatment, and detention. Treatment removes contaminants for cleaner streams and rivers, with a goal of 65% phosphorus removal. Detention temporarily holds stormwater in a location, releasing at a reduced rate, in areas of known capacity limitations to reduce the likelihood of flooding local areas or surcharging stormwater lines.

Various conveyance, treatment, and detention facilities are classified as private or public. Stormwater from impervious surfaces created by private commercial, industrial, and residential apartments & condominiums is classified as private. Stormwater from private areas is classified as public after entering the public stormwater system. A private stormwater system is typically maintained by the owners of developed property based on the location of the facility and lines. By regulation, private stormwater is required to be treated (and detained if needed) prior to entering the public stormwater system.

The current SWMO standards require non-residential development to be served only by private on-site facilities that are constructed, operated and maintained by the property owner. In accordance with CWS standards, each developed parcel is required to meet water quality requirements on its own and shared private facilities are not allowed. Public streets and other public development and single family residential subdivisions are served by publicly-owned, operated and maintained facilities.

PUBLIC INVOLVEMENT

The City met the notice requirements for a legislative plan amendment by publishing a newspaper ad with notice of hearing in the May 5th edition of the Tualatin Times and posting notice of hearing in at least two public places. Representatives of Pac Trust, a property owner and developer in Tualatin and throughout the Portland area provided information and comments to the Engineering Division during the preparation of the application.

ATTACHMENT D:

PTA-11-04: ANALYSIS AND FINDINGS

The proposed amendment to the Tualatin Development Code (TDC) Chapter 74 Public Improvement Requirements is an application by the Engineering Division to amend the requirements for water quality facilities in TDC 74.650 in accordance with the requirements of the Surface Water Management Ordinance (SWMO) as implemented in TMC Chapter 3-5 and proposed for amendment in a separate Ordinance. The purpose of the amendments is to address the differences between Tualatin's regulations and other agencies and to respond to concerns by commercial and industrial developers to have opportunity to construct efficient and well-maintained water quality facilities. (Attachment A).

The approval criteria of the Tualatin Development Code (TDC), Section 1.032, must be met if the proposed PTA is to be granted. The plan amendment criteria are addressed below:

1. Granting the amendment is in the public interest.

As identified by staff, the public interest is:

- 1) To provide and implement surfacewater/stormwater management standards in the SWMO that reduce sediments and other contaminants from stormwater runoff that reach the surface water drainage system;
- 2) Meet the stormwater/surfacewater management requirements of regional, state and federal agencies for protection of the Tualatin River and its tributaries;
- 3) Implement the surfacewater management requirements of Clean Water Services (CWS) as required by Intergovernmental Agreement and maintain consistency with CWS standards and regulations.
- 4) Respond to information from land development interests regarding compliance with surfacewater management policies and regulations and issues of efficiency, effectiveness and alternative methods for achieving adequate and improved water quality within the surfacewater management system.
- 5) Ensure adequate, on-going maintenance of water quality facilities in compliance with SWMO standards.
- 6) Assure the City's costs of maintaining water quality facilities constructed and benefitting private development are assessed to the private development.

Public Interest #1- #3. Stormwater runoff from all public and private development including roads, buildings and parking areas is required by local, regional (Clean Water Services), state (DEQ) and federal (Clean Water Act) regulations to be cleansed of sediments and certain nutrients prior to entering a public or natural drainage system. For Tualatin and other Cities in the Tualatin River basin, the central purpose of the rules and regulations for stormwater management and water quality is the protection of the Tualatin River and its watershed. The City's surfacewater/stormwater management requirements are implemented through the SWMO in TMC Chapter 3-5 and in TDC 74.650 consistent with the rules and requirements of CWS, DEQ and other agencies.

Stormwater quality is accomplished for development by the construction and operation of permanent water quality facilities that meet the capacity and performance standards of the SWMO. The proposed TDC amendment establishes provisions for submittal of a Stormwater Facility Agreement (SFA) establishing City operation and maintenance of regional non-residential public water quality facilities and fee-based funding by benefitting property owners that would be allowed by the proposed amendments to the SWMO provisions in TMC Chapter 3-5.

The proposed TMC amendments change the SWMO requirements for on-site water quality facilities in TMC 3-5 to allow stormwater from private non-residential development to be treated in a public water quality facility. This change will allow private development to construct a public water quality facility that can serve more than one parcel, and serve parcels under one or multiple property ownerships. The TMC provisions will change the Tualatin standards to match the CWS standards that allow regional (multiple parcel)- serving public stormwater facilities for commercial and industrial development

The proposed TDC amendment maintains and is consistent with all the regional, state and federal requirements for protection of the Tualatin River as well the stormwater management and stormwater quality requirements of CWS. Public Interest #1, #2 and #3 are satisfied.

Public Interest #4. The application materials describe the concerns of commercial and industrial developers (Attachment A). CWS no longer allows a regional private stormwater facility. The City currently does not allow regional public stormwater facilities for commercial or industrial developments. The result of the existing requirements is the only option for multiple lot developments is multiple private stormwater facilities on each lot.

There have been two recent examples of difficulty caused by the recent changes related to partitioning existing developed areas. One lot, developed recently, with a future partition as part of their concept plan that shared a private stormwater facility sized for all development. Another, partially developed many years ago, created lot

lines that divided impervious surfaces from the private stormwater facilities that treat the stormwater from them, but met all other development requirements. After considerable discussion between CWS and the City over many months, these were allowed, but direction was given to find a different solution for future development.

This PTA was created due to the above issues and at the request of a developer with approximately 41 acres of industrial zoned land intended for subdividing into up to 12 parcels. The developer recognizes the efficient use of area due to utilizing a single stormwater facility and the importance of maintaining the stormwater facility properly. While preference of the developer would be to retain private ownership and maintenance of a shared stormwater facility, that is not allowed by CWS rules. A solution is to allow a single stormwater facility that is public treat stormwater from multiple lots as proposed in this PTA. This is consistent with Public Interest #4.

Public Interest #5 & #6. The proposed amendment will retain all water quality standards when constructing and operating a public regional water quality facility while adding a means to ensure the long-term maintenance and operation of the facility in compliance with SWMO requirements. The mechanism and control for the construction, operation and long-term maintenance of a regional public water quality facility is implemented through the proposed SFA. The City Operations Department will maintain public facilities in accordance with the SWMO, with the costs of the service covered through a fee to benefitting property owners. This meets the Public Interest #5 and #6.

Granting the amendment is in the public interest. Criterion "A" is met.

2. The public interest is best protected by granting the amendment at this time.

As addressed in Criterion A, granting the amendment is in the public interest. Granting the amendment at this time will allow pending commercial and industrial development to take advantage of the public stormwater facility provisions in land division actions this year and in this construction season.

Granting the amendment at this time best protects the public interest.

3. The proposed amendment is in conformity with the applicable objectives of the Tualatin Community Plan.

The Tualatin Community Plan and TDC Chapter 14 include the general plan for drainage and surfacewater management. The Surfacewater Management Objectives are found in TDC 14.040 and the applicable objectives are presented below.

TDC 14.040(5): "Provide standards for surface water management and water quality by which development will be reviewed and approved. Review and update the standards as needed."

TDC 14.040 (6) "Clearly indicate responsibilities for maintaining storm water management and water quality facilities."

TDC 14.040(7) "Enforce drainage and storm water management standards."

The proposed amendment retains all SWMO standards for surface water management and water quality that apply to development. The responsibilities for maintaining regional public facilities will be the subject of a SMO and assured by the City performing this work over the long-term in accordance with drainage and storm water management standards. The proposed amendment conforms to TDC 14.040(5-7).

TDC 14.040(10). "Require new development to provide on-site pollution reduction facilities when necessary to treat storm water runoff prior to entering Hedges Creek and protect the marsh from urban storm water pollutants."

The proposed regional public facility standards include a requirement for on-site treatment of stormwater runoff from an equivalent area of building roof-tops using Low-Impact Development Approaches (LIDA) (vegetated swales and collection areas associated with landscaped planters) allowed by the CWS standards. This ensures that a portion of water quality treatment mechanisms are on-site and integrated into the development. This meets objective TDC 14.040(10)

The proposed amendment conforms with the objectives of the Tualatin Community Plan. Criterion "C" is met.

4. The following factors were consciously considered:

The various characteristics of the areas in the City.

The commercial and industrial areas of the City have a supply of vacant and buildable land and will continue to experience new development activities and some redevelopment. Some of the properties will be subject to multi-lot development by subdivision or partition. Much of this land has some variation in topography and availability of a public or natural surfacewater drainage system that influences the design of a development's surface water management and water quality facilities. The proposed amendment provides other options for constructing water quality facilities that provide opportunities for efficient use of land and improved water quality.

The suitability of the areas for particular land uses and improvements in the areas.

As described above, the commercial and industrial areas of the City are suitable for development improvements including the required surfacewater management and water quality facilities.

Trends in land improvement and development.

As addressed above and in Criterion A, multi-lot industrial development is expected in the near term and developers are seeking ways to efficiently and effectively provide surfacewater management and water quality facilities. Without the amendment the benefits of shared facilities and long-term City maintenance on facilities would be unavailable.

The needs of economic enterprises and the future development of the area.

The factor has only a minimal effect on economic enterprises and the future development of an area.

Needed right-of-way and access for and to particular sites in the area.

The proposed amendment has no relation to any particular planning district and needed rights-of-way or access.

Natural resources of the City and the protection and conservation of said resources.

The proposed amendment will retain all the resource protection provided by stormwater management standards currently in effect.

Prospective requirements for the development of natural resources in the City.

The proposed amendment will retain all the resource protection provided by stormwater management standards currently in effect and does not represent development of natural resources in the City.

And the public need for healthful, safe, aesthetic surroundings and conditions.

Does not apply to the proposed amendment allowing regional public water quality facilities.

Proof of change in a neighborhood or area

Neither the applicant nor staff assert proof of change in a neighborhood or area.

Mistake in the Plan Text or Plan Map.

Neither the applicant nor staff assert a mistake in the Plan Text or Plan Map.

5. The criteria in the Tigard-Tualatin School District Facility Plan for school facility capacity have been considered when evaluating applications for a comprehensive plan amendment or for a residential land use regulation amendment.

Because the amendment does not relate to residential use, the criterion is not applicable.

6. Granting the amendment is consistent with the applicable State of Oregon Planning Goals and applicable Oregon Administrative Rules.

Of the 19 statewide planning goals, staff determined that the applicable one is Goal 11, "Public Facilities and Services," which is, "To plan and develop a timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban and rural development." Oregon Administrative Rules (OAR) 660-015-0000(11) explains that "timely, orderly, and efficient arrangement" refers to "a system or plan that coordinates the type, locations, and delivery of public facilities and services in a manner that best supports the existing and proposed land uses."

The TDC provides the City the authority to require developers to mitigate the effects of redevelopment on public infrastructure and services, including stormwater when proposed development would generate demand in excess of capacity. The proposed amendment expands the efficiency of public facilities and services to commercial and industrial shared water quality facilities while ensuring long term compliance with the SWMO standards made possible with City services.

The amendment would reinforce water quality standards and continue to comply with Goal 11.

7. Granting the amendment is consistent with the Metropolitan Service District' s Urban Growth Management Functional Plan.

The Urban Growth Management Functional Plan (UGMFP), codified in Metro Code 3.07, neither precludes the amendment nor directly addresses the issue that the amendment addresses. The criterion is met.

8. Granting the amendment is consistent with Level of Service F for the p.m. peak hour and E for the one-half hour before and after the p.m. peak hour for the Town Center 2040 Design Type (TDC Map 9-4), and E/E for the rest of the 2040 Design Types in the City's planning area.

Because the amendment does not relate to vehicle trip generation, the criterion is not applicable.

April 29, 2011

City of Tualatin
Attn: Ms. Kaaren Hofmann
18880 SW Martinazzi Avenue
Tualatin, OR 97062

Dear Ms. Hoffmann:

Re: Facility No. kcc000
Koch Corporate Center
PacTrust Tualatin Development

PROPOSED STORMWATER PLAN TEXT AMENDMENT

In regards to PacTrust's continued work on plans for the development of the Koch Corporate Center at the Southeast corner of Tualatin Sherwood Road and SW 115th Avenue in Tualatin. One of the key items that we have been assessing as we look at our proposed development is the complexities that arise with the City's code requirements and how they relate to Clean Water Service's standards for stormwater facilities. We appreciate the City's efforts to address some of these items with the proposed text amendment that would allow regional stormwater treatment facilities for commercial and industrial developments.

Based on PacTrust review of the proposed amendment, our understanding is that it would allow developers to construct regional public stormwater treatment facilities if certain conditions were met. The conditions would include requirements for a stormwater facility agreement to assure long term operations and maintenance compliance, LIDA facilities for treatment of stormwater equivalent of the developments roof area and any required detention would occur on each individual lot. We would obviously support an agreement to assure the long term operation and maintenance of facilities. However, we feel that it would be appropriate to modify the proposed text amendment to also allow regional detention facilities. This is because without also allowing regional detention facilities the potential benefits of allowing regional stormwater treatment facilities could be limited. The following are some of the reasons that we feel that incorporating regional detention facilities into the currently proposed text amendment would be beneficial:

- Regional detention facilities would allow more efficient development of properties by eliminating some of the inefficiencies of constructing multiple facilities.
- Both the initial cost of construction and ongoing maintenance would be reduced by eliminating the duplication of multiple costly control structures and potential parallel detention/piping systems on each individual lot.

Kaaren Hofmann
Page 2
April 29, 2011

- With a reduced number of systems it would be easier for both the City and developers to assure that stormwater facilities were operating as designed and being properly maintained.
- If on-site detention is required in conjunction with LIDA facilities to treat the stormwater equivalent of the roof area it would likely drive onsite detention underground due to the typically shallow nature of the facilities. This would be contrary to the spirit of LIDA efforts to encourage facilities that create a link with the on-site users.
- Regional detention facilities would still achieve the ultimate goal of protecting downstream storm drainage systems and natural waterways while providing several additional benefits to both the City and developers.

Thank you for your ongoing assistance with this project and please feel free to contact me at (503) 624-6300 with any questions regarding this letter, or to discuss our thoughts on the benefits of regional detention systems in more detail.

Sincerely,



Matthew Oyen
Construction Manager

cc: Tony Doran
Will Harper
Dick Krippaehne



STAFF REPORT

CITY OF TUALATIN

APPROVED BY TUALATIN CITY COUNCIL
Date 6-13-11
Recording Secretary [Signature]

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Tony Doran, Engineering Associate
Michael A. McKillip, City Engineer

DATE: 06/13/2011

SUBJECT: An Ordinance Allowing Regional Public Facilities To Treat Private Development's Stormwater and Amending TMC 3-5-340, 3-5-380, and 3-5-390

ISSUE BEFORE THE COUNCIL:

Council will consider an ordinance to approve changes to the Tualatin Municipal Code (TMC) allowing regional public facilities to treat private development's stormwater. This is a complimentary action to accompany PTA 11-04, which is also on tonight's Council agenda.

RECOMMENDATION:

Staff recommends Council adopt the attached TMC ordinance amendments.

EXECUTIVE SUMMARY:

This Ordinance is initiated by the Engineering Division and associated with PTA 11-04. This TMC change needs to accompany PTA 11-04. If PTA 11-04 is denied, this TMC amendment should not be adopted.

Currently the TMC requires all development, except single family residential, to privately construct and maintain on-site water quality facilities. To provide a more efficient water quality treatment plan in non-single family development with several lots the option to construct a public water quality facility is proposed. This public water quality facility would need to be accompanied by a stormwater facility agreement outlining operation and maintenance responsibilities of private property owners and the City of Tualatin.

For detailed information, see PTA 11-04 staff report.

OUTCOMES OF DECISION:

The acceptance of the proposed code changes will enable commercial and industrial developers another option for stormwater treatment: to choose to create a regional public stormwater facility to treat private impervious surfaces.

ALTERNATIVES TO RECOMMENDATION:

The alternatives to the staff recommendation for City Council are:

- Approve the proposed Ordinance with modifications to the current code to allow shared facilities in certain locations and under specified criteria.
- Deny the request for the Ordinance. This will maintain the current requirement that all non-single family residential development's water quality facilities be constructed on-site and privately maintained.
- Continue the discussion of the Ordinance and return to the matter at a later date.

Attachments: Regional Stormwater Facility Ordinance

ORDINANCE NO. 1323-11

AN ORDINANCE ALLOWING REGIONAL PUBLIC FACILITIES TO TREAT PRIVATE DEVELOPMENT'S STORMWATER; AND AMENDING TMC 3-5-340, 3-5-380, AND 3-5-390

THE CITY OF TUALATIN ORDAINS AS FOLLOWS:

Section 1. TMC 3-5-340 is amended to read:

3-5-340 ~~On-Site~~ Facilities Required.

For new development, subject to the exemptions of TMC 3-5.310, no permit for construction, or land development, or plat or site plan shall be approved unless the conditions of the plat, plan or permit approval require permanent stormwater quality control facilities in accordance with this Title III.

Section 2. TMC 3-5-380 is amended to read:

On-site facilities shall be constructed as required by OAR 340-41-455, unless otherwise approved by the City on a case by case basis due to the size of the development, topography, or other factors causing the City to determine that the construction of on-site permanent stormwater treatment systems is impracticable or undesirable. Determinations by the City may be based upon, but not limited to, consideration of the following factors:

Site topography, geological stability, hazards to public safety, accessibility for maintenance, environmental impacts to sensitive areas, size of the site and development, existence of a more efficient and effective regional site within the basin capable of serving the site, and consistency with sub-basin master plan.

A regional public facility may be constructed to serve private non-residential development provided:

(1) The facility serves more than one lot; and

(2) All owners sign a stormwater facility agreement; and

(3) Treatment accommodates reasonable worst case impervious area for full build-out, stormwater equivalent to existing or proposed roof area is privately treated in LIDA facilities, and any detention occurs on each lot.

Section 3. TMC 3-5-390 is amended to read:

A stormwater quality control facility permit shall be approved only if the following are met:

(1) The plat, site plan, or permit application includes plans and a certification prepared by an Oregon registered, professional engineer that the proposed stormwater quality control facilities have been designed in accordance with criteria expected to achieve removal efficiencies for total phosphorous required by this Title III. ~~The Clean Water Services & Design and Construction Standards manual "Surface Water Quality Facilities Technical Guidance Handbook" may shall~~ be used in preparing the plan for the water quality facility; and

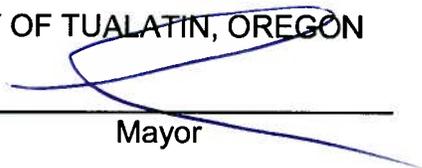
(2) The plat, site plan, or permit application shall be consistent with the areas used to determine the removal required in TMC 3-5.350; and

(3) A financial assurance, or equivalent security acceptable to the City, is provided by the applicant, which assures that the stormwater quality control facilities are constructed according to the plans established in the plat, site plan, or permit approval. The financial assurance may be combined with our financial assurance requirements imposed by the City; and

~~(4) An operation and maintenance plan documenting how the water quality facility will be maintained, and a statement A stormwater facility agreement identifies as to who will be responsible for assuring the long term compliance with the operation and maintenance plan. A copy of the operation and maintenance plan shall be forwarded to DEQ no later than one month following construction of the water quality facility.~~

INTRODUCED AND ADOPTED this 13th Day of June, 2011.

CITY OF TUALATIN, OREGON

BY  _____

Mayor

ATTEST:

BY  _____

City Recorder



STAFF REPORT

CITY OF TUALATIN

APPROVED BY TUALATIN CITY COUNCIL
Date 6-13-11
Recording Secretary [Signature]

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Linda Odermott, Paralegal
Brenda Braden, City Attorney

DATE: 06/13/2011

SUBJECT: An Ordinance Amending the Extension of the Approval Periods of Certain Architectural Review Decisions and Amending TDC 73.056 (PTA-11-03)

ISSUE BEFORE THE COUNCIL:

Should City Council approve an Ordinance (PTA-11-03) amending Tualatin Development Code (TDC) 73.056(3) extending the approval periods of certain architectural reviews (AR)?

RECOMMENDATION:

Staff recommends that Council approve the Ordinance.

EXECUTIVE SUMMARY:

The City Council held a public hearing on May 9, 2011 on the Planned Text Amendment (PTA-11-03). At the conclusion of the hearing, Council voted in favor of the Plan Text Amendment 7-0 and instructed staff to bring back an ordinance for adoption at the June 13, 2011 Council Meeting.

Attachments: Ordinance

ORDINANCE NO. 1324-11

AN ORDINANCE AMENDING THE EXTENSION OF THE APPROVAL PERIODS OF CERTAIN ARCHITECTURAL REVIEW DECISIONS; AND AMENDING TDC 73.056 (PTA-11-03)

WHEREAS upon the application of the City of Tualatin Community Development Dept., a public hearing was held before the City Council of the City of Tualatin on May 9, 2011, related to a Plan Text Amendment of the TDC; and amending TDC 73.056 (PTA-11-03); and

WHEREAS notice of public hearing was given as required under the Tualatin Development Code by publication in The Times, a newspaper of general circulation within the City, which is evidenced by the Affidavit of Publication marked "Exhibit A," attached and incorporated by this reference; and by posting a copy of the notice in two public and conspicuous places within the City, which is evidenced by the Affidavit of Posting marked "Exhibit B," attached and incorporated by this reference; and

WHEREAS the Council conducted a public hearing on May 9, 2011, and heard and considered the testimony and evidence presented by the City staff and those appearing at the public hearing; and

WHEREAS after the conclusion of the public hearing, the Council vote resulted in approval of the application by a vote of [7-0],

WHEREAS based upon the evidence and testimony heard and considered by the Council and especially the City staff report dated May 9, 2011, the Council makes and adopts as its Findings of Fact the findings and analysis in the staff report attached as "Exhibit C," which are incorporated by this reference; and

WHEREAS based upon the foregoing Findings of Fact, the City Council finds that it is in the best interest of the residents and inhabitants of the City and the public; the public interest will be served by adopting the amendment at this time; and the amendment conforms with the Tualatin Community Plan; and therefore, the Tualatin Development Code should be amended.

THE CITY OF TUALATIN ORDAINS AS FOLLOWS:

Section 1. TDC 73.056 is amended to read:

Architectural Review approvals shall be void after one year unless:

(1) A building, or grading permit submitted in conjunction with a building permit application, has been issued and substantial construction ~~pursuant thereto~~ has taken place pursuant to the permit and an inspection has been performed by a member of the Building Division; or

(2) An extension is requested by the applicant of the Architectural Review and approved by the Community Development Director and City Engineer. Before approving an extension the Community Development Director and City Engineer shall find that there have been no significant changes in any ordinances, standards, regulations or other conditions affecting the previously approved project ~~so as to~~ that would warrant its resubmittal. The following conditions shall also apply:

(a) An extension request shall be submitted prior to the initial one year expiration, and

(b) No more than one 6-month extension shall be granted for a project receiving Architectural Review approval.

(3) The Architectural review approval was granted on or after January 1, 2007 through ~~June~~ September 30, 2009. In those cases approval shall be extended to December 31, 2012. Such approval shall not be eligible for extension under TDC 73.056(2). This subsection (3) shall terminate on January 2, 2013, without further action of the City Council.

INTRODUCED AND ADOPTED this 13th Day of June, 2011.

CITY OF TUALATIN, OREGON

BY  _____
Mayor

ATTEST:

BY  _____
City Recorder

ITEMS REFERRED TO AS EXHIBITS IN THE FOREGOING ORDINANCE ARE ATTACHED TO THE ORIGINAL. THEY HAVE BEEN OMITTED FROM THE COUNCIL PACKET AS A CONSERVATION MEASURE. IF THESE EXHIBITS NEED TO BE EXAMINED, PLEASE CONTACT THE CITY RECORDER.



STAFF REPORT

CITY OF TUALATIN

APPROVED BY TUALATIN CITY COUNCIL
Date 6-13-11
Recording Secretary [Signature]

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Carl Switzer, Parks & Recreation Manager
Paul Hennon, Community Services Director

DATE: 06/13/2011

SUBJECT: Authorizations for the Use of City Resources and Facilities by the Chamber of Commerce for the 2011 Crawfish Festival

ISSUE BEFORE THE COUNCIL:

The Council will consider authorizing the use of City resources and facilities by the Chamber of Commerce for its annual Crawfish Festival.

RECOMMENDATION:

Staff from all departments have reviewed the proposal and respectfully request Council direction.

EXECUTIVE SUMMARY:

The theme for the 61st Annual Crawfish Festival is "Crawfish In Paradise." This year's event is scheduled for Friday, August 12 and Saturday, August 13, 2011 and is open to the public.

Linda Moholt, Chief Executive Officer of the Tualatin Chamber of Commerce, has submitted the 2011 Crawfish Festival proposal. The proposal requests the following of the City:

Use of Parks and Park Facilities – The Chamber requests all day use of all areas of Tualatin Community Park from Thursday, August 11 until 2:00 p.m on Sunday, August 14, 2011 (including the Van Raden Community Center on Saturday, August 13). They also request all day use of the Tualatin Commons on Friday, August 12 and Saturday, August 13, 2011. Council authorization gives the Chamber of Commerce the ability to program these spaces, including the ability to exclude some users, during these times. See Attachment A.

Use of the City's Parking Lots– The Chamber requests that festival attendees be allowed the use of all core area parking lots from Friday, August 12 through Sunday, August 14, 2011. They also request the use of 50 spaces in the police parking lot for their volunteers to park in on Saturday, August 13, 2011. See Attachment B.

Road Closures - The Chamber requests road closures for the parade and the Crawfish Crawl 5k race/walk. The parade route will necessitate temporary closures of Martinazzi Avenue, Seneca Street, Nyberg Street, Lower Boones Ferry Road, and 84th Avenue on the morning of Saturday, August 13, 2011 between the hours of 9:30 a.m. and 11:30 a.m. The Crawfish Crawl route will necessitate temporary closures of Seneca Street, 84th Avenue, Boones Ferry Road, and Tualatin Road on the morning of Saturday, August 13, 2011 between the hours of 7:30 a.m. and 9:00 a.m. See Attachment C.

Financial Assistance – The Chamber requests a donation of \$5,000.00 to help support the event.

Alcohol – The Chamber requests that they be allowed to have alcohol service at the Crawfish Cook-Off at the Tualatin Commons on Friday, August 12, 2011 and also in Tualatin Community Park on Saturday, August 13, 2011. The Chamber will obtain an Oregon Liquor Control Commission (OLCC) permit for the event, comply with all OLCC regulations, and have insurance with explicit liquor liability coverage.

Signage – The Chamber requests permission to have Crawfish Festival banners on the light poles along Lower Boones Ferry Road from July 4, 2011 to August 15, 2011 and other locations as shown in Attachment D. They also request permission to place directional signs on public property to manage vehicle traffic coming to and from events.

Utilities – The Chamber requests that the City donate the use of water and electricity at Tualatin Community Park and Tualatin Commons on Friday, August 12 through Sunday, August 14, 2011.

Staff Time – The Chamber requests that City donate the time and materials for staff to plan for the events, prepare the sites, hang banners, remove trash, and other work as necessary to support the operation of the events. See Attachment E for Schedule and Events.

Grand Opening of the Tualatin Dog Park – The Chamber will coordinate events associated with opening the new dog park located north of the railroad trestle in Community Park.

OUTCOMES OF DECISION:

If the City Council accepts the proposal as presented the Chamber of Commerce will use City resources and facilities for its annual Crawfish Festival as set forth in the Executive Summary and attachments.

The Parks and Recreation Manager will continue to act as the City's liaison to the Chamber of Commerce to facilitate the execution of the authorized proposal, establish functional conditions of approval, monitor compliance with conditions of approval, and ensure the City's parks and facilities are properly used.

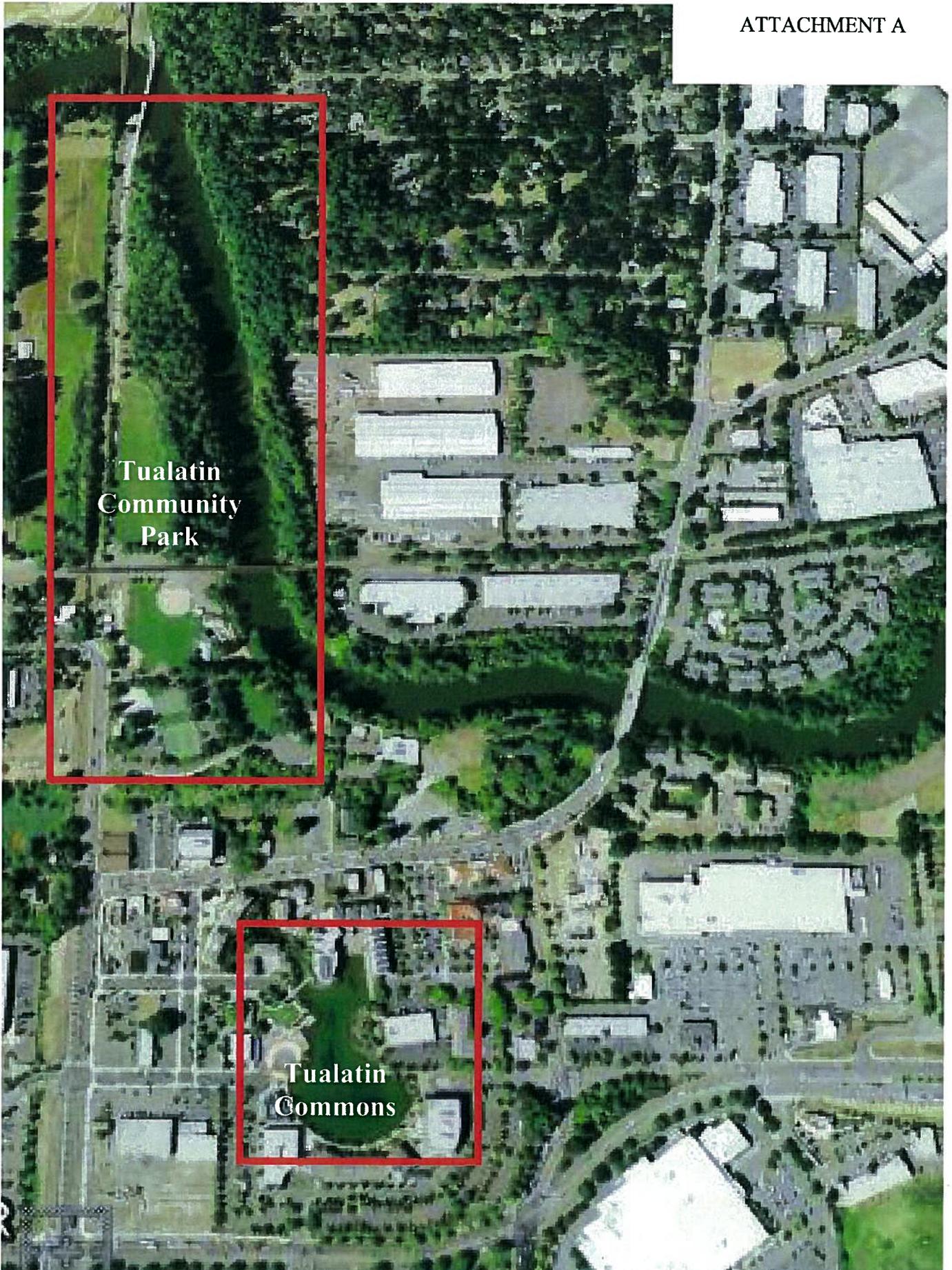
FINANCIAL IMPLICATIONS:

The City will donate many hours of employee time, the cost of minor improvements and upgrades to the park system, the cost of electricity and water, and forego rental revenue from park rentals to accommodate the Crawfish Festival. The City is also being asked for a \$5,000 donation.

The City has budgeted for the \$5,000 contribution to the Crawfish Festival and other in-kind support requested of the City.

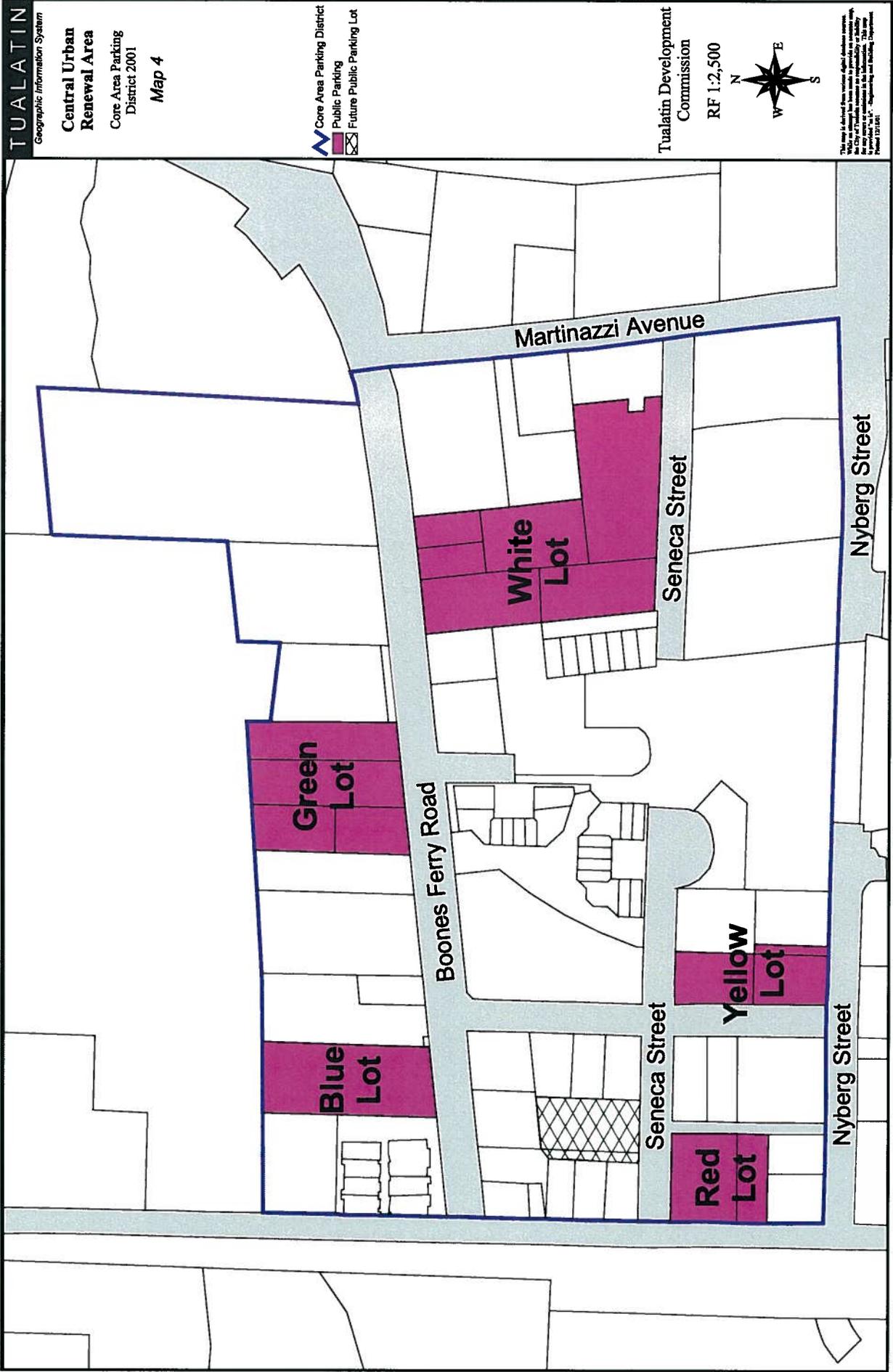
Attachments:

- A - Area Map
- B - Parking Lots
- C - Road Closures
- D - Signage
- E - Events Schedule
- F - PowerPoint



Tualatin
Community
Park

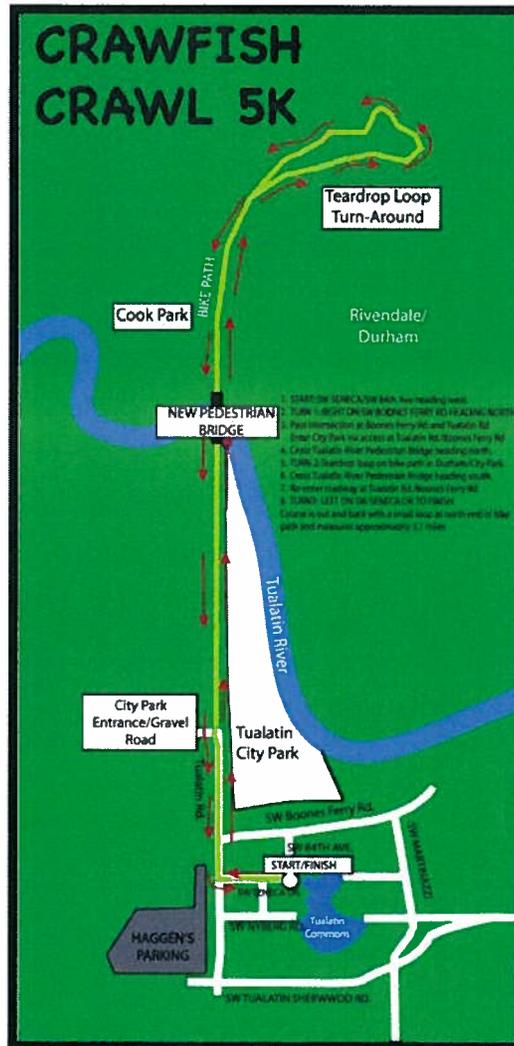
Tualatin
Commons



Parade Route



Crawfish Crawl Route



Street Closures:

- Tualatin Rd/Boones Ferry Rd between Seneca and the northern park entrance will be closed north and southbound for 10 minutes starting at 8am
- The northbound lane of Tualatin Rd will be intermittently closed from 8:10am to 8:45am
- The westbound lane of Boones Ferry will be intermittently closed from 8:00am to 8:45am
- North and southbound lanes of 84th Ave will be intermittently closed from 8:00am to 8:45am
- Tualatin Rd westbound just west of TCP north entrance (at railroad tracks)

*Please note this map does not accurately show the final stretch of the race, which circles the lake and ends at the location of the Friday night stage placement.

Crawfish Festival Signage

Huge Banner:

Tualatin City Park on tennis court

Big Banners:

1. Tualatin Country Club entrance on Tualatin Road

Red Banner:

City's sign board at corner of Tualatin Sherwood and Martinazzi

Large Sign:

1. Chain Link fence by Schuck's on Tualatin Sherwood Road

Signs With Dates:

1. SW 124th, left side of road (coming into town) – 2 sided
2. SW 124th, right side of road – 2 sided
3. Nyberg Woods Shopping Center, facing Nyberg R – 1 side
4. Meridian Park Hospital, facing 65th – 2 sided
5. Tualatin Elementary School, facing Boones Ferry Rd – 1 side
6. Tualatin High School, facing both ways – 2 sided
7. Median at Nyberg overpass (put at top of exit in divider, facing both ways) – 2 side
8. Kadel's Auto Body, facing Tualatin Sherwood Rd – 1 side
9. At Tualatin Chevron, facing Tualatin Sherwood Rd – 1 side
10. At Tualatin Community Park, facing Tualatin Rd – 1 side

Directional Signs With Arrows:

1. At city wall, arrow pointing to Tualatin Sherwood Road
2. Tualatin Road at the intersection of 124th, arrow pointing down Tualatin Road
3. Top of I-5 southbound, exit 289, arrow facing towards downtown
4. Top of I-5 northbound, exit 289, arrow facing towards downtown
5. Stoplight at Hayden's, arrow facing parking lot (Boones Ferry Road near railroad tracks & Schuck's, arrow facing north toward park. Use the Hayden's sign for this on Saturday)
6. At Durametal, arrow pointing toward park
7. At Bridgeport Rd/Upper Boones intersection (Peerless), arrow facing downtown
8. At Althea's, arrow facing park
9. At Police Station (put arrow facing park on it)
10. I-5 northbound just prior to exit 289
11. I-5 southbound just prior to exit 289

Pole Banners:

1. Placed on the poles on Boones Ferry Road

EVENTS

Overview of Friday Events:

Friday Night Cook-Off – Takes place at the Tualatin Commons in the plaza area. Restaurants from the metropolitan area design a special crawfish dish, which is then judged by our panel of experts. Festival attendees may purchase sample size entrees. Our licensed alcohol vendor will be selling beer & wine, and a band plays on the stage in the Plaza. Estimated attendance is 3,000.

Overview of Saturday Events:

Pancakes On The Plaza – Breakfast is served between 7:30am and 9:45am.

Parade – A community parade.

Crawdad Stage – This stage will feature children's entertainment demonstrations by local dance schools and live music acts.

Children's Activities – To be determined. Entertainment may include a carnival games, giant slide, pony rides, and bounce houses. Insurance will be required for all items.

Atsa My Dawg Show – A non-traditional dog show. The show will be placed in the same location (near main stage) as last year.

Grand Opening of the Tualatin Dog Park – A joint effort with the City to open the new facility.

Crawfish Eating Contest – An adult contest featuring a 15 minute crawfish eating contest.

Kid's Crawfish Eating Contest – A 2 minute version of the adult contest.

Food Vendors – The licensed and insured food vendors are located in the south end of the main lawn.

Marketplace Vendors – The South Marketplace area is open from 10:00am to 6:00pm and consists of booths selling commercial and handmade items, as well as commercial and non-profit organizations handing out literature. This will include a vendor space for the City of Tualatin and space for a police cruiser.

Kids Art Show – A coloring contest that is distributed at various locations in Tualatin and displayed at the festival.

Teen Scene – Featuring a skateboard competition and a youth-focused dance performance on the basketball court.

Overview of Auxiliary Events that are coordinated by outside parties but in partnership with the festival:

Friday, August 12:

- **Kayak Rides** – Kayak rides on the Lake of the Commons. The entrance/exit into the lake will be the northwest end, where the plaza juts out into the lake. This will be an Auxiliary Event run by Tualatin Riverkeepers. All city rules and regulations regarding water usage of the lake will be complied with and insurance and hold harmless forms will be required.
- **TualaFest** – A teen-focused battle of the bands. Coordinated by the City of Tualatin.

Saturday, August 13:

- **Model Boat Show** – A demonstration of battery powered, remote controlled boats in the lake.
- **Crawfish Crawl** – The Crawfish Crawl is a 5K race/walk that starts and ends at the Tualatin Commons. The race organizer will be make special effort to inform residents within the race boundaries of street closures with flyers, hung one week before event. Coordinated by Paula Harkin.

Events affiliated by marketing only: (Events are not coordinated in any way by the festival)

Sunday, August 14:

Car Show – A car show in Haggen Food's parking lot. There will be no road closures and all signage will be on the Hedges Green property.

Tuvalu Crawfish Festival

CRAWFISH

IN

Paradise



2011

Fun Facts

The Tualatin Crawfish Festival began in 1951 in celebration of the new VFW Hall that had been opened on Seneca.

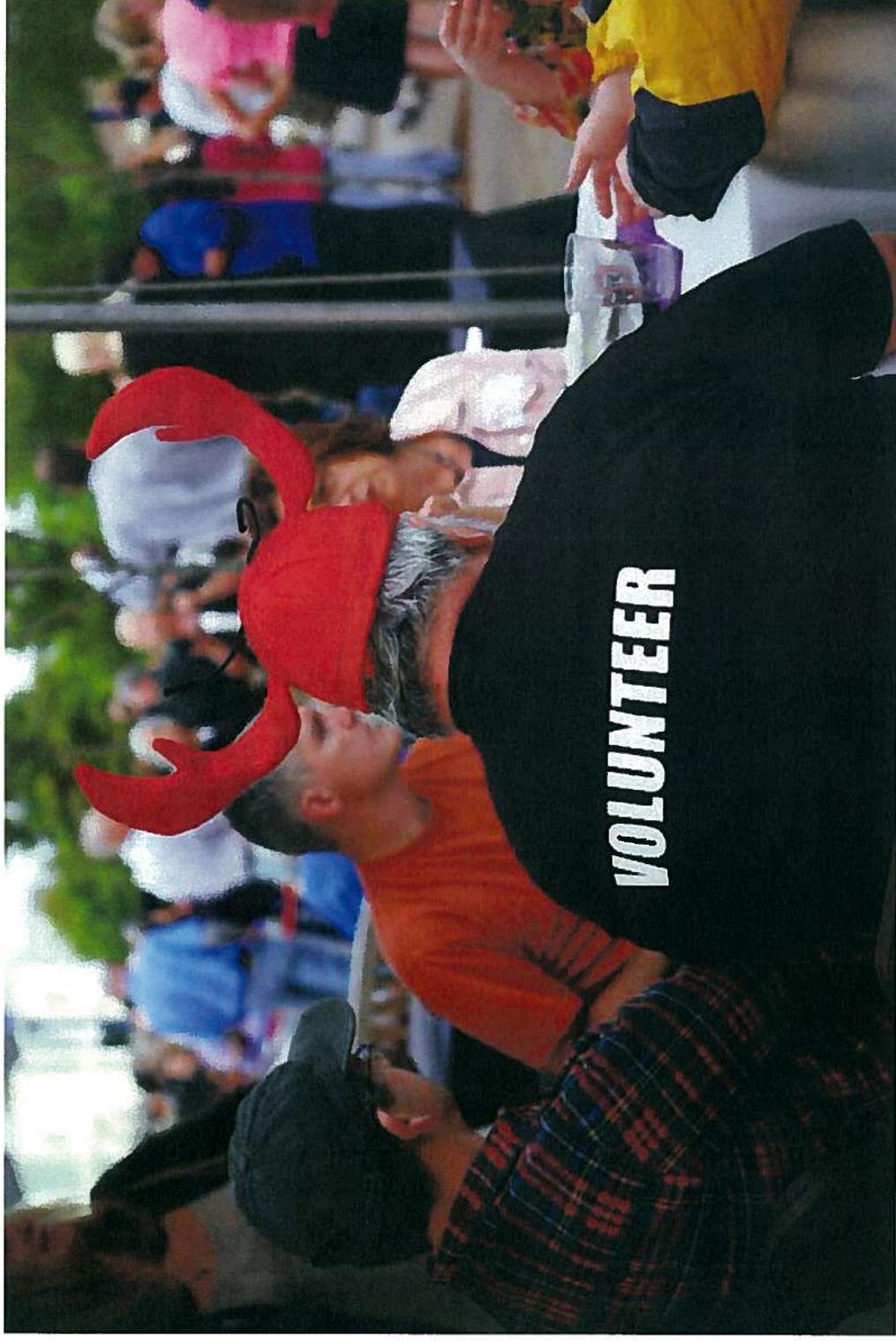


Over the years, it has been organized by the VFW, the Tualatin Booster Club, the Tualatin Business Association, the Jaycees and the Tualatin Chamber of Commerce.

- In 1961, Tennessee Ernie Ford declared the festival the “only Crawfish Festival in the world”
- Breaux Bridge, Louisiana became incensed and they sent a letter to the Tualatin community stating that the Louisiana Legislature had declared Breaux Bridge, Louisiana the “Crawfish Capitol of the World”.
- In 1976, a self-proclaimed Voodoo Queen placed a curse on the Tualatin Crawfish Festival for attempting to steal the title to crawfish supremacy.



It takes hundreds of volunteer hours
to put on the Festival!



Mayor Lou is our MC!



Over 1,000 pounds of Crawfish are consumed!



Friday Night Cook-Off & Concert



Pancake Breakfast



Craw-doggy at the Atsa My Dawg Show

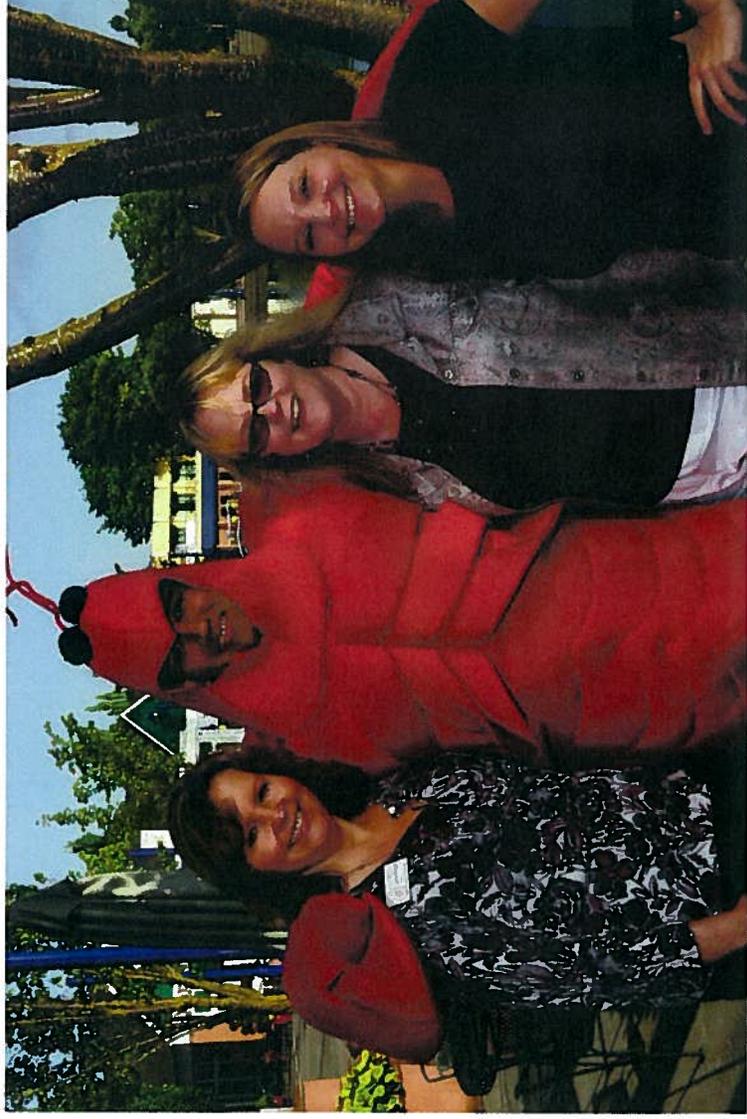


Crawfish Parade



Fun for all Ages...not just Crawfish lovers!

- Vendor Marketplace & Fabulous Food
- Crawfish Eating Contests-Kids & Adults
- Kids Water Melon Eating Contest
- Skating Boarding Competition
- Kids Zone
- Entertainment and lots of Activities





STAFF REPORT

CITY OF TUALATIN

APPROVED BY TUALATIN CITY COUNCIL
Date 6-7-11
Recording Secretary M. Smith

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Sara Singer, Assistant to the City Manager

DATE: 06/13/2011

SUBJECT: Resolution Adopting Principles of Citizen Involvement

ISSUE BEFORE THE COUNCIL:

A Resolution adopting Principles for Enhancing Citizen Involvement in the City of Tualatin has been prepared to formally approve the citizen involvement values identified by the City Council during their April 11th and April 26th Work Sessions.

RECOMMENDATION:

Staff recommends approving the Resolution adopting Principles for Enhancing Citizen Involvement in the City of Tualatin.

EXECUTIVE SUMMARY:

The City Council participated in a facilitated discussion of Citizen Engagement during their work session on April 11, 2011. The purpose of this discussion was to develop the Council's expectations, principles and values around public involvement in the City of Tualatin. The development of these values was necessary prior to discussing a proposal for a Citizen Involvement Program from the Citizen Involvement Organization (CIO) Ad Hoc Committee. The Council identified values, which were developed into policy statements. The draft policy statements were presented at the April 26, 2011 Work Session. The City Council discussed the policy statements and directed staff to make minor changes to the statements. Staff has updated the statements according to Council direction, and has prepared a formal resolution for Council adoption. The formal adoption of the values will help to guide the City organization as citizen involvement is planned and implemented in future City processes and projects.

Attachments: Resolution Adopting Citizen Involvement Principles

RESOLUTION NO. 5046-11

A RESOLUTION ADOPTING PRINCIPLES FOR ENHANCING CITIZEN INVOLVEMENT IN THE CITY OF TUALATIN

WHEREAS the City Council wishes to encourage more citizens to become involved in issues affecting the City; and

WHEREAS the City Council has spent many hours meeting with citizens who are also interested in increasing citizen involvement in Tualatin; and

WHEREAS as a result of these meetings, the Council and citizens agreed that the Council should establish principles for guiding citizen involvement in Tualatin in all areas of City government.

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

Section 1. The following principles are adopted to guide the establishment of an enhanced citizen involvement process in Tualatin City government:

- a. **Capacity Building.** Capacity building is strengthening the skills, competencies and abilities of people and groups in the community so they can overcome challenges and achieve an enhanced sense of community. The City's role in promoting capacity building is to provide information, resources and facilitate collaboration among various community members and organizations.
- b. **Process Integrity.** Process integrity is the ability to conduct reliable government activity in a transparent environment. Tualatin should have a clear and understandable democratic process for decision-making, which is inclusive and easy for the entire community to become engaged. City leaders will encourage participation of the broad community, and they will strive to balance competing demands of individuals and/or individual groups in the community vs. the greater good of the community at-large. City leaders and staff will respect the community's interest in their community, and value showing compassion and establishing trust with the community. Public involvement processes invest in and develop long-term, collaborative partnerships with community stakeholders.
- c. **Fiscally Responsible.** The means used to achieve citizen involvement and the process for which to engage the community should consider the City's fiscal condition and exercise fiscal prudence. The City works to achieve goals

and priorities set by the City Council, while being good stewards of public tax dollars and creating a culture of transparency.

- d. **Accessible.** All public decision making processes will be accessible, open, honest and transparent. It should provide a multifaceted approach for two-way communication between the City and the community. Everyone in the community should have access to the process and should be able to engage at whatever level they deem appropriate. The public participation process should be simple and structured in a way that it is effective and relevant to everyone in the community.

- e. **Effective Feedback.** Feedback should be timely and constructive to improve the decision making process. Feedback should be specific to the policy issues or projects it is meant to address and it should be provided early in the process. Feedback should be based on personal observations and not hearsay in the community. Post decision feedback should be available to help the public understand why certain decisions were made. The goal of effective feedback is to improve and enhance the efforts of citizen engagement.

- f. **Effective Communication.** Effective communication is essential for building public support for community projects and activities, and for developing a sense of community. Open, positive and respectful communication helps build commitment and trust in a community, leading to increased interest, support and involvement in community life. Effective communication should be two-way communication to involve the exchange of information through talking and listening. At the community level, this includes providing information through a variety of outlets and asking for feedback. The City will be responsive to the public and communicate in a timely and professional manner. The City leaders and staff are accountable for ensuring meaningful public involvement in the work of City government.

INTRODUCED AND ADOPTED this 13th day of June, 2011.

CITY OF TUALATIN, OREGON

BY  _____
Mayor

ATTEST:

BY  _____
City Recorder