



City of Tualatin

TUALATIN CITY COUNCIL

Monday, January 26, 2015

JUANITA POHL CENTER

8513 SW Tualatin Road

Tualatin, OR 97062

WORK SESSION begins at 5:00 p.m.

BUSINESS MEETING begins at 7:00 p.m.

Mayor Lou Ogden

Council President Monique Beikman

Councilor Wade Brooksby

Councilor Frank Bubenik

Councilor Joelle Davis

Councilor Nancy Grimes

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 your comments on its agenda, following Announcements, at which time citizens may address the Council concerning any item not on the agenda or to request to have an item removed from the consent agenda. If you wish to speak on a item already on the agenda, comment will be taken during that item. Please fill out a Speaker Request Form and submit it to the Recording Secretary. You will be called forward during the appropriate time; each speaker will be 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 website at www.tualatinoregon.gov/meetings, 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.

Council meetings are televised *live* the day of the meeting through Washington County Cable Access Channel 28. The replay schedule for Council meetings can be found at www.tvctv.org. Council meetings can also be viewed by live *streaming video* on the day of the meeting at www.tualatinoregon.gov/meetings.

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, 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

An Executive Session is a meeting of the City Council that is closed to the public to allow the City Council to discuss certain confidential matters. An Executive Session may be conducted as a separate meeting or as a portion of the regular Council meeting. No final decisions or actions may be made in Executive Session. In many, but not all, circumstances, members of the news media may attend an Executive Session.

The City Council may go into Executive Session for certain reasons specified by Oregon law. These reasons include, but are not limited to: ORS 192.660(2)(a) employment of personnel; ORS 192.660(2)(b) 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) information or records exempt by law from public inspection; ORS 192.660(2)(h) current litigation or litigation likely to be filed; and ORS 192.660(2)(i) employee performance of chief executive officer.



A. CALL TO ORDER

Pledge of Allegiance

B. ANNOUNCEMENTS

1. Swear-in Newly Elected Councilors
2. Council President Selection
3. Eagle Scout Recognition- Jason Davis
4. State of the City Announcement

C. CITIZEN COMMENTS

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

D. CONSENT AGENDA

The Consent Agenda will be enacted with one vote. The Mayor will ask Councilors if there is anyone who wishes to remove any item from the Consent Agenda for discussion and consideration. If you wish to request an item to be removed from the consent agenda you should do so during the Citizen Comment section of the agenda. The matters removed from the Consent Agenda will be considered individually at the end of this Agenda under, 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. Consideration of Approval of the Minutes for the City Council Work Session and Regular Meeting of December 8, 2014
2. Consideration of Recommendations from the Council Committee on Advisory Appointments
3. Consideration of **Resolution No. 5222-15** Authorizing the City Manager to Execute an Intergovernmental Agreement with the Tualatin Valley Water District And the City Of Portland to Operate and Maintain the Equipment Associated With The Emergency Water System Pump Station
4. Consideration of **Resolution No. 5224-15** Authorizing Execution of an Intergovernmental Agreement between the City of Tualatin and Metro for a Regional Trail Wayfinding Signage Grant

5. Consideration of **Resolution No. 5225-15** Approving an Amendment to the City of Tualatin's Local Share Project List for Metro's 2006 Natural Areas Bond Measure Local Share Component

6. Consideration of **Resolution No. 5223-15** Approving Reinstatement of an Intergovernmental Agreement between the City of Tualatin and Metro for the Management of Tualatin River Access Points Property

E. 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.

F. COMMUNICATIONS FROM COUNCILORS

G. ADJOURNMENT



STAFF REPORT

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos

FROM: Nicole Morris, Deputy City Recorder

DATE: 01/26/2015

SUBJECT: Consideration of Approval of the Minutes for the City Council Work Session and Regular Meeting of December 8, 2014

ISSUE BEFORE THE COUNCIL:

The issue before the Council is to approve the minutes for the City Council Work Session and Regular Meeting of December 8, 2014.

RECOMMENDATION:

Staff respectfully recommends that the Council adopt the attached minutes.

Attachments: [City Council Work Session Minutes of December 8, 2014](#)
[City Council Regular Meeting Minutes of December 8, 2014](#)



OFFICIAL MINUTES OF TUALATIN CITY COUNCIL WORK SESSION FOR DECEMBER 8, 2014

Present: Mayor Lou Ogden; Council President Monique Beikman; Councilor Wade Brooksby; Councilor Frank Bubenik; Councilor Nancy Grimes; Councilor Ed Truax

Absent: Councilor Joelle Davis

Staff Present: City Manager Sherilyn Lombos; City Attorney Sean Brady; Police Chief Kent Barker; Finance Director Don Hudson; Deputy City Manager Sara Singer; Deputy City Recorder Nicole Morris; Information Services Manager Lance Harris; Economic Development Manager Ben Bryant; Management Analyst II Zoe Monahan

CALL TO ORDER

Mayor Ogden called the meeting to order at 5:15 p.m.

1. ***Election Process Update.***

City Attorney Sean Brady presented a draft ordinance to update the City's election process. He noted the ordinance was drafted at the request of Council. Attorney Brady outlined the City's current initiative process, which is based on current state law. In addition to following state law the City has an ordinance allowing the City to draft explanatory statements for the voter pamphlet. Attorney Brady outlined the draft ordinance including Council referrals of measures, proposal of initiative and referendums by electors, signature requirements, filing periods for signatures, clarifications on election dates, and a double majority vote.

Mayor Ogden asked what the filing periods for signatures and elections dates for Washington and Clackamas Counties are. Attorney Brady stated he would have to do further research and report back.

Council President Beikman stated she is not interested in having a double majority vote included in the ordinance. Council consensus was to not pursue double majority.

Mayor Ogden asked if the Council was interested in accepting electronic signatures. Councilor Grimes requested to know which cities accept them. City Attorney Brady stated he would research which cities accept electronic signatures and report back.

Mayor Ogden asked the Council if they were in favor of the shortened time frame for signature gathering. Council consensus was to shorten the time frame.

Mayor Ogden asked the Council if they were interested in not allowing measures to be put on special elections and forwarded to only general elections. Council

requested further information on how other cities are handling restricting special elections.

Mayor Ogden requested the draft ordinance be presented to the Citizen Involvement Organizations at their meetings in April for feedback.

2. *Water Supply Financial Evaluation Update.*

Public Works Director Jerry Postema and Consultant Nicki Posos of HDR presented the City water supply financial evaluation. Ms. Posos stated her main goal in this evaluation is to focus on maintaining a reliable supply of water into the future for the City. She explained the City currently receives water from the City of Portland Bull Run Watershed and Columbia River South Shore Well Field. In addition to water from the City of Portland the City has its own aquifer storage and recovery and emergency interconnections with Lake Oswego, Tigard, Sherwood, and Wilsonville. The City is currently projected to require additional water supply within the next ten years. Ms. Posos spoke to water supply developments currently happening in the region that could potentially provide opportunities to benefit the City. Four supply options are being evaluated for this study.

Mayor Ogden asked if running pipe down Boones Ferry was being considered. Ms. Posos stated this is not being evaluated due to the expense of having to pump water.

Ms. Posos stated the evaluation will include information on both rate impacts and other criteria to help the city identify a path to move forward. The financial evaluation will focus on comparing projected rates over the next 30 years. Other factors besides rates being considered are resilience of system, water supply redundancy, and water quality. Short-term supply options will also be evaluated and considered. Next steps for this project include a presentation of long-term supply results to be presented late January.

Councilor Bubenik asked how the evaluation will consider community feedback in regards to water supply. Ms. Posos stated that information will be drawn from public surveys done by Metro. Director Postema added that citizen input will also be included in the evaluation stage.

Mayor Ogden asked about the use of Willamette River water in an emergency. Councilor Truax stated that our charter allows for the Council to vote on this option in case of an emergency.

3. *Economic Development Strategic Plan Progress Update.*

Economic Development Manager Ben Bryant presented a progress report on the Economic Development Strategic Plan. Manager Bryant recapped the plan strategies. He spoke to economic growth in the area including the creation of over 1200 new jobs and 107 new business licenses. To work toward strategy one: business retention, expansion and recruitment, the City has been participating with the Chamber of Commerce on business walks, to date they have met with over 50 local businesses. Manager Bryant has been working with companies to assist with site readiness for new developments. The City currently has several new

development projects including the Koch Corporate Center, Hedges Business Park, SW Industrial Park, Tualatin Business Park, and the Leveton Commons. Manager Bryant has also been working to help fill existing buildings and market Tualatin's assets through state leads, updating the website, and working with brokers to attract companies for new development. Next steps include continuing to work on business retention, expansion, and recruitment and begin to focus on business climate and competitive position by identifying code and process changes and assisting business startups.

Mayor Ogden asked how the City receives state leads. Manager Bryant stated that he works with Business Oregon and Greater Portland Inc. to stay informed.

Councilor Brooksby asked about the process for identifying code changes and improving processes. Manager Bryant stated staff has begun compiling step by step lists of processes and then feedback will be solicited from applicants.

4. *Update on the SW Corridor Planning Efforts.*

Assistant City Manager Alice Cannon and Management Analyst Zoe Monahan presented an update on the Southwest Corridor Plan including funding and public involvement efforts. Manager Cannon stated the steering committee met and a new process was unveiled for the project. She explained the committee decided to keep the study local and take the next 18 months to work on the draft environmental impact study. They will be using a shared investment strategy to develop the preferred package which can be incorporated into the federal draft environmental study. She noted Metro's plan is to focus on one part of the corridor at a time.

Mayor Ogden stated this approach allows for a local conversation and public outreach at a higher level and steers away from a detailed level analysis that the federal study would require.

Council President Beikman stated she is satisfied with the new approach and believes it will result in a better overall outcome.

5. *Tualatin River Greenway Trail Gap Completion Project – Update on the Preliminary Design Phase.*

Community Services Director Paul Hennon presented an update on the Tualatin River Greenway Trail Gap Completion project. He stated the project is at the end of the preliminary design phase and final design should be ready in February. A way finding grant for \$30,000 through Metro has been added to this project. This grant will add additional signage along the trail. The City is continuing to work with ODOT to complete design work on the crossing for under I-5. The project is expected to be completed next fall. More information regarding the project and the current status can be found on the City's website.

Councilor Truax asked about the status of the trail connection that runs through the RV Park. Director Hennon stated the owner has been in meetings with the City and plans to submit an application for apartments this winter with potential construction

to start next summer.

Council Meeting Agenda Review, Communications & Roundtable.

ADJOURNMENT

The work session adjourned at 7:01 p.m.

Sherilyn Lombos, City Manager

_____ / Nicole Morris, Recording Secretary

_____ / Lou Ogden, Mayor



OFFICIAL MINUTES OF THE TUALATIN CITY COUNCIL MEETING DECEMBER 8, 2014

Present: Mayor Lou Ogden; Council President Monique Beikman; Councilor Wade Brooksby; Councilor Frank Bubenik; Councilor Nancy Grimes; Councilor Ed Truax

Absent: Councilor Joelle Davis

Staff Present: City Manager Sherilyn Lombos; City Attorney Sean Brady; Police Chief Kent Barker; Community Services Director Paul Hennon; Deputy City Manager Sara Singer; Deputy City Recorder Nicole Morris; Information Services Manager Lance Harris; Teen Program Specialist Julie Ludemann; Economic Development Manager Ben Bryant; Assistant City Manager Alice Cannon; Parks and Recreation Manager Rich Mueller; Management Analyst II Zoe Monahan

A. CALL TO ORDER

Pledge of Allegiance

Mayor Ogden called the meeting to order at 7:05 p.m.

B. ANNOUNCEMENTS

1. YAC Update for December 2014

Members of the Tualatin Youth Advisory Committee (YAC) presented a PowerPoint on their latest activities and upcoming events. Members of YAC attended the National League of Cities Congress of Cities conference where they attended several workshops and youth delegate forums and discussions. Recommendations and ideas from the conference include hosting a youth and elected official roundtable, meeting with other area youth councils, and continuing to expand opportunities to involve more youth in local government. YAC members assisted with the craft and card making booths at the Starry Nights and Holiday Lights event.

2. Proclamation Declaring Human Rights Week in the City of Tualatin, December 7-13, 2014

Councilor Brooksby read the proclamation declaring Human Rights Week in the City of Tualatin, December 7-13, 2014.

3. Tualatin Together Coalition in collaboration with the Tualatin Police Department set to host a "Parent Awareness for Teen Drug Use" event

Police Chief Barker announced the Tall Cop Says Stop! event to be held on January 22, 5:30-8:30 p.m., at Tualatin High School. This event is being sponsored in collaboration with the Tualatin Together Coalition. Chief Barker encouraged all parents and educators to attend this event.

C. CITIZEN COMMENTS

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D. CONSENT AGENDA

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

MOTION by Council President Monique Beikman, SECONDED by Councilor Nancy Grimes to approve the consent agenda.

Aye: Mayor Lou Ogden, Council President Monique Beikman, Councilor Wade Brooksby, Councilor Frank Bubenik, Councilor Nancy Grimes, Councilor Ed Truax

MOTION CARRIED

1. Consideration of Approval of the Minutes for the City Council Work Session and Regular Meeting of November 24, 2014
2. Consideration of **Resolution No. 5214-14** Authorizing the City Manager to Execute a Revocable Permit to Allow Mr. Eimon to Construct a Fence in Right-Of-Way for SW 96th Avenue
3. Consideration of the Parks System Development Charge (SDC) Annual Report for Fiscal Year 2013-14
4. Consideration of **Resolution No. 5221-14** Canvassing Results of the General Election for Mayor and Council Positions held in the City of Tualatin, Washington and Clackamas Counties, Oregon on November 4, 2014.

E. GENERAL BUSINESS

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

1. Consideration of **Resolution No. 5220-14** to Allow Truck and Truck Trailer Parking on SW 125th Court Except Where Signed.

Economic Development Manager Ben Bryant presented a resolution allowing truck and truck trailer parking on SW 125th Court, except where signed. He stated that truck and truck trailer parking has not been allowed along SW 125th Court since 1995 when the City received complaints about trucks being left parked along the road for long periods of time. Since this time there has been turnover in businesses in the area and new businesses owners would like truck parking in the area. Current businesses have signed a traffic mitigation petition to allow truck parking on one side of SW 125th Court. The proposal allows for "no parking" signage that offers staff flexibility in the future to adjust signage where it is needed.

PUBLIC COMMENT

None

COUNCIL QUESTIONS/DISCUSSION

Councilor Brooksby asked if all businesses had signed the petition. Manager Bryant state all businesses had signed off on the petition and a copy was available in the packet.

MOTION by Council President Monique Beikman, SECONDED by Councilor Nancy Grimes to adopt Resolution No. 5220-14 to allow truck and truck trailer parking on SW 125th Court except where signed.

Aye: Mayor Lou Ogden, Council President Monique Beikman, Councilor Wade Brooksby, Councilor Frank Bubenik, Councilor Nancy Grimes, Councilor Ed Truax

MOTION CARRIED

2. Consider Enacting **Ordinance No.1378-14** to Implement the Rail Charter Amendment

City Attorney Sean Brady presented an ordinance to implement the rail charter amendment from the September 4 special election. He noted the proposed ordinance contains three main sections. The first section contains definitions, the second relates to the specifics of the authorization ordinance process, and the third outlines specific activities that are explicitly authorized and do not violate the charter. Attorney Brady went through and explained each section in detail.

PUBLIC COMMENT

Steve Shopp spoke in opposition of the proposed ordinance. He stated he does not feel this ordinance accurately reflects the intent of the voters. Mr. Shopp requested the Council review Clackamas County's process for feedback on voter proposed ordinances.

Councilor Brooksby asked if the Chief Petitioner had been consulted regarding the definitions. Attorney Brady stated the draft ordinance had only been brought to Council.

Mayor Ogden asked about the initiative language. Attorney Brady stated the initiative language came from the Chief Petitioner.

Councilor Truax asked Mr. Shopp why he felt Clackamas County's process was a better process than the one the City used. Mr. Shopp stated he preferred their

collaborative approach with citizens. He stated the City has defined items that did not need definition. Councilor Truax rebutted that the definitions offer clarity to staff.

Councilor Brooksby asked if Mr. Shopp had participated in Clackamas County's process. Mr. Shopp stated he had not but knew people who had.

Mayor Ogden requested the ordinance be referred to the voters.

Councilor Brooksby expressed he would like to see staff work with the petitioners to come to a understanding regarding the ordinance before it comes back to Council.

Councilor Bubenik stated he would like to see the Citizen Involvement Organizations (CIO) get this information out to their respective organizations and provide feedback to the Council.

Councilor Grimes would like to see focused public involvement to receive feedback on the ordinance.

Nancy Petit stated she would like to see the City and the petitioners work together to resolve their issues with the ordinance.

May Heidi stated she would like a opportunity to vote on the ordinance.

City Manager Lombos stated the intent of this ordinance is to clarify terms and to give staff guidance. She noted the ordinance adds clarification to the charter amendment while not adding information not voted on by the public.

Next steps for the ordinance include meeting with the Chief Petitioner.

F. 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.

G. COMMUNICATIONS FROM COUNCILORS

Council President Beikman attended the Washington County Coordinating Committee (WCCC) where a conversation regarding air quality in Washington County occurred. It has come to their attention that DEQ stations are showing trends of low air quality caused from wood burning stoves and industrial burning. She encouraged citizens to sign up for Washington County's Flash Alert system.

H. ADJOURNMENT

Mayor Ogden adjourned the meeting at 8:42 p.m.

Sherilyn Lombos, City Manager

_____ / Nicole Morris, Recording Secretary

_____ / Lou Ogden, Mayor



STAFF REPORT

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos

FROM: Nicole Morris, Deputy City Recorder

DATE: 01/26/2015

SUBJECT: Consideration of Recommendations from the Council Committee on Advisory Appointments

ISSUE BEFORE THE COUNCIL:

Consideration of new appointments to the Tualatin Library Advisory committee and reappointments to the Tualatin Library Advisory Committee, Tualatin Planning Commission and Budget Advisory Committee.

RECOMMENDATION:

Staff recommends the City Council approve the recommendations from the Council Committee on Advisory Appointments (CCAA) and appoint and reappoint the below listed individuals.

EXECUTIVE SUMMARY:

The Council Committee on Advisory Appointments met and interviewed citizens interested in participating on City advisory committees and boards. The Committee recommends appointing the following individuals:

<i>Individuals</i>	<i>Board</i>	<i>Term</i>
Jan Giunta	Tualatin Planning Commission	Re-Appointment Term Expiring 8/31/17
Janice Westfall	Tualatin Library Advisory Committee	Appointment Term Expiring 10/31/17
Angel Ramirez	Tualatin Library Advisory Committee	Appointment Term Expiring 10/31/17
Alan Feinstein	Tualatin Library Advisory Committee	Re-Appointment Term Expiring 10/31/17
Candice Kelly	Budget Advisory Committee	Re-Appointment Term Expiring 12/31/17
Roger Mason	Budget Advisory Committee	Re-Appointment Term Expiring 12/31/17

Attachments:

City Council Meeting

Meeting Date: 01/26/2015

CONSENT AGENDA: Consideration of Resolution No. 5222-15 Authorizing an Intergovernmental Agreement with Tualatin Valley Water District and the City of Portland

CONSENT AGENDA

Consideration of **Resolution No. 5222-15** Authorizing the City Manager to Execute an Intergovernmental Agreement with the Tualatin Valley Water District And the City Of Portland to Operate and Maintain the Equipment Associated With The Emergency Water System Pump Station

SUMMARY

The City of Tualatin currently purchases water from the City of Portland. The main source of Tualatin water is from the Washington County Supply Line. A natural or human-caused disaster could occur that could disconnect the City's supply of water from that supply line, causing an emergency situation.

On October 13, 2014 City Council approved the IGA with TVWD and the Cit of Portland to design and construct an emergency water system pump station to serve up to 5 million gallons per day to both Tualatin and Tualatin Valley Water District.

This IGA governs the annual costs of the maintenance and operation of the emergency pump station at the Tualatin Valley Water District (TVWD) line located near SW Beaverton-Hillsdale Highway and SW Oleson Road. This line provides City of Portland water to TVWD customers. The existing vault at this location houses piping and a meter owned by the City of Portland that serves TVWD. The IGA allocates the cost sharing for the operation and maintenance of the equipment to provide water during an emergency to TVWD and the City of Tualatin. These activities will include, but are not limited to, maintenance and exercising procedures for the pumping equipment under load at TVWD's Springville Reservoir site; and other activities to maintain the units in a state of readiness to deploy for emergency operation.

Attacment A- Reso No. 5222

Attachment B- IGA with TVWD COP and COT

RESOLUTION NO. 5222-15

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE TUALATIN VALLEY WATER DISTRICT AND THE CITY OF PORTLAND TO OPERATE AND MAINTAIN THE EQUIPMENT ASSOCIATED WITH THE EMERGENCY WATER SYSTEM PUMP STATION

WHEREAS, Tualatin Valley Water District (TVWD) has water sources from the City of Portland (Portland) and the Joint Water Commission, and Portland has water sources from the Bull Run system and the Columbia South Shore Well Field; and

WHEREAS, City of Tualatin is a wholesale water purchaser of Portland water; and

WHEREAS, on October 13, 2014, City Council authorized the City Manager to execute intergovernmental agreements with TVWD and Portland to design and construct an emergency water system pump station; and

WHEREAS, TVWD, Portland, and the City of Tualatin wish to enter into an intergovernmental agreement to jointly fund the operation and maintenance of the facilities related to the emergency pump station.

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

Section 1. The City Manager is authorized to execute the intergovernmental agreement, which is set forth in Attachment A.

Section 2. The City Manager is authorized to make administrative modifications to the agreement as needed to fully implement its intent.

Section 3. This resolution is effective upon adoption.

Adopted by the City Council this 26th day of January, 2015.

CITY OF TUALATIN, OREGON

BY _____
Mayor

APPROVED AS TO FORM

ATTEST:

BY _____
City Attorney

BY _____
City Recorder

**OPERATION AND MAINTENANCE
INTERGOVERNMENTAL AGREEMENT**

This Intergovernmental Agreement ("IGA"), which is effective upon the date of its last signature, is made by and between Tualatin Valley Water District, a domestic water supply water district organized under ORS Chapter 264 ("TVWD"), the City of Portland, a municipal corporation ("Portland"), and the City of Tualatin, a municipal corporation ("Tualatin"). These entities may also be referred to herein as "Party" or "Parties".

RECITALS

1. The Parties are duly authorized and formed by City Charter (Portland and Tualatin) and under the laws of the State of Oregon (TVWD) and are authorized to enter into agreements to provide for domestic water service.
 2. TVWD presently has sources of water from the City of Portland and the Joint Water Commission ("JWC"). Portland has its source of water from the Bull Run system and the Columbia South Shore Well Field. Tualatin is a wholesale water purchaser from Portland.
 3. TVWD and Tualatin wish to design, construct and operate a 10 mgd emergency pump station to create an emergency water supply connection between TVWD's JWC water source and its Metzger Service Area and Tualatin.
 4. TVWD believes the station would best be located at the existing meter vault located near SW Beaverton Hillsdale Highway and SW Scholls Ferry Road. The vault currently houses piping and a meter owned by the City of Portland. The new meter and associated piping installed in the meter vault during the construction phase of this project serves to measure water deliveries from the Portland system to the TVWD system under their Regional Water Sales Agreement.
 5. TVWD solicited proposals from a consultant and contractor, to provide services for design and construction, respectively, of a 10 mgd emergency pump station that would connect to the water piping system at the Portland meter vault. In addition, at Portland's request TVWD solicited a proposal from a consultant and contractor, to provide services for design and construction, respectively, of modifications to provide for a more accurate metering facility. Sharing of the design costs and construction costs have been delineated in previous IGAs that are being processed concurrent with this IGA.
 6. TVWD and Tualatin acknowledge they must have Portland's permission to alter the piping in the vault and alter operations. Portland will assist TVWD and Tualatin in the operation of the Washington County Supply Line (WCSL), specifically the opening/closing of the inline valve located on the east side of the tee at the intersection
- Page 1 of 14 Operations Intergovernmental Agreement between Tualatin Valley Water District, the City of Portland, and the City of Tualatin.

Attachment A

of SW Beaverton-Hillsdale Hwy and SW Oleson Road during testing or during emergency operation of the temporary trailer-mounted pumping equipment.

7. The Parties therefore enter this IGA to participate in and jointly fund the operation and maintenance of temporary pumping facilities and the new metering facilities for the meter and piping in the vault. It is currently anticipated that the smaller pipe to hold the meter will run in the vault above and in parallel to the existing piping which will remain, but will be placed in an "out of service" mode. It is also expected that pumping facilities will involve the use of temporary trailer-mounted, engine driven pumping equipment, normally stored off-site, which shall be transported to the WCSL meter facility and connected using portable piping for operation if and when needed.

TERMS AND CONDITIONS

Now, therefore, the Parties agree as follows:

1. Recitals. The recitals above are incorporated by reference and made a part of this IGA.
2. Permanent Improvements at Meter Vault. The work shown on the plans and specifications prepared by the design consultant ("Contract Documents") provide the altered vault piping and new meter facilities agreed upon by TVWD, Portland and Tualatin to attain their joint goals. These improvements are asset improvements to the meter vault, with ownership assigned as outlined in Section 4.
3. Temporary Trailer-mounted Pumping Equipment. The temporary trailer-mounted pumps together with the diesel engine drivers, portable piping, fittings, tools, accessories and ancillary equipment to connect to the permanent piping at the meter vault as provided under the construction contract shall have the ownership assigned to TVWD:
 - a. TVWD will provide for the secure storage of the trailer-mounted pumping equipment on property currently owned by TVWD.
 - b. TVWD will provide for all maintenance and operation of the trailer-mounted pumping equipment, including transportation to the appropriate site for load testing of the pumps. In the event of the need to activate the units for an actual emergency situation TVWD will mobilize and set up the trailer-mounted pumping equipment at the meter vault. TVWD will furnish the equipment and labor for this activity. When placed in operation TVWD will provide 24/7 operation and provide the expendable supplies to operate the pumps (i.e., primarily diesel fuel, etc.). The Portland meters in the two vaults located at SW 80th Avenue and SW

Attachment A

Florence Lane will be utilized to divide the flow during pumping operation between TVWD and Tualatin, up to 5 mgd each less the loss of water due to pipe losses in the existing 54-inch and 48-inch pipes between the Portland meter vault and the meter vaults at SW 80th Avenue.

- c. Each trailer-mounted pumping unit has a capacity of 5 mgd. The total pumping capacity is 10 mgd for both units operating together. One-half the capacity is assigned each to TVWD and Tualatin. The cost of operation will be shared equally between TVWD and Tualatin, in accordance with Section 5(a).

4. Ownership of Facilities.

- a. Pursuant to the Regional Water Sales Agreement (2006), which is incorporated by reference, "all existing water meters...and associated facilities such as vaults" are the property of Portland. Accordingly, Portland will own and maintain the new meter in proper working condition. Portland will perform periodic testing, calibration, maintenance and ultimately replacement of the meter based on generally accepted industry standards. Portland agrees to notify TVWD and Tualatin prior to any maintenance or repairs of the new meter. TVWD agrees to notify Portland prior to any maintenance of piping and valves in the vault.
- b. TVWD owns the temporary trailer-mounted pumps together with the diesel engine drivers, portable piping, fittings, tools, accessories and ancillary equipment to connect to the permanent piping at the meter vault as mentioned in Section 3.c.
- c. Portland owns the existing insertion type flow meter installed in the 54-inch pipe in the meter vault and the new 24-inch meter and associated controls and instrumentation. In addition, Portland together with the meters owns the associated pipe, fittings and valve described in the following sentence. Specifically, Portland owns all piping and fittings between and including the 24-inch butterfly valve, which is outside and just west of the vault, and the harnessed dresser coupling, which is immediately west of the 24-inch tee inside the vault. TVWD owns the existing 54-inch piping beginning with the 42-inch valve at the westerly side of the 54-inch tee on the WCSL in the intersection of SW Beaverton Hillsdale Hwy and SW Oleson Rd. TVWD's ownership of the 54-inch WCSL continues westerly through the meter vault, including appurtenances on this piping, the tee and

Attachment A

new piping installed for the emergency pump station, except the Portland owned pipe and fittings as described in the third sentence of this section (Section 4.c). Exhibit 1 provides a vicinity map of the meter vault.

- d. TVWD will be allowed reasonable access to both meters and facilities for purposes of installing and maintaining telemetry equipment and other equipment related to the metering function.
- e. Portland will take ownership of the equipment described in Section 4.c upon final acceptance of the work by the Parties.
- f. Portland agrees to pay TVWD for the equipment described in Section 4.c and TVWD will subsequently pay the Contractor as delineated in the Construction IGA. Warranty documentation, operations manuals, as-built drawings and any title to the equipment will be transferred to Portland upon final acceptance of the work by the Parties.
- g. Portland's maintenance obligation for the new meter and facilities will begin upon final acceptance of the work by the Parties.
- h. Portland owns the vault and Portland does not require TVWD's permission to access and maintain Portland's equipment. TVWD does not require Portland's permission to access and maintain TVWD's piping and equipment in the vault. Although a Party to this IGA does not require permission to access its equipment, a Party that desires to access the vault will contact the other Party as a matter of courtesy. A Party wishing to perform significant maintenance or repairs should communicate with the other Party before performing any work.
- i. No easement or license will be required of either Party to enter the vault or access their equipment.
- j. Portland's maintenance obligations will end upon non-renewal of the Regional Water Sales Agreement by TVWD.

5. Implementation of the Operations and Maintenance Activities of the Pump Station. TVWD will maintain and operate the trailer-mounted pumping equipment in accordance with the manufacturer's operations manual and TVWD standard practice. These activities will include, but are not limited to, maintenance and exercising procedures for the pumping equipment per the manufacturer's operation and maintenance manual; running of the pumping equipment under load at TVWD's

Attachment A

Springville Reservoir site; and other activities to maintain the units in a state of readiness to deploy for emergency operation.

- a. The operation and maintenance cost for the trailer-mounted pumping equipment owned by TVWD in which Tualatin has a 50 percent capacity interest will be shared equally between TVWD and Tualatin. TVWD shall provide an annual estimate of maintenance costs no later than February 15 for the upcoming fiscal year.
- b. The Parties agree that Portland will not participate in the operation and maintenance cost of the trailer-mounted pumping equipment. Portland's assistance in the operation of the WCSL mainline, including opening/closing of valves on the WCSL during testing or emergency operation of the trailer-mounted pumping equipment at the meter vault will be reimbursed by TVWD and Tualatin. Portland shall pay the cost of operation and maintenance only related to the meters and piping identified in paragraph 4.c. TVWD will notify Portland and Tualatin prior to setting up the pumping equipment at the meter vault for either test purposes or actual operation during an emergency.
- c. Scheduled and unscheduled capital expenditures for the trailer-mounted pumping equipment will be shared equally by TVWD and Tualatin, in accordance with Section 5(a). TVWD will notify Tualatin prior to performing the work associated with unscheduled capital expenditures to allow time for budgeting of these expenditures. Examples of scheduled capital expenditures: gradual wear of pump impeller, reduced output leads to scheduling of replacements. Examples of unscheduled expenditures: bearing failure of pump, water pump on engines, or other mechanical failure. TVWD shall invoice Tualatin in the month following completion of any scheduled or unscheduled capital expenditures.

TVWD shall submit invoices for capital expenditures electronically for Tualatin to the attention of the Tualatin Water Division Manager. TVWD will ensure that the invoices identify each party's share of cost. Within 30 days of receipt of an invoice from TVWD, Tualatin shall pay TVWD its share of the cost shown on the invoice.

- d. TVWD shall invoice Tualatin in January of each year for the routine operational and maintenance costs incurred during the

Attachment A

previous calendar year. In the event of an emergency deployment of the trailer-mounted pumping equipment TVWD will issue an invoice following the conclusion of the event, or monthly, should the emergency condition be a longer term event. TVWD will ensure that the invoices identify each party's share of cost. TVWD will send a copy of the invoice to the attention of Tualatin's Water Division Manager. Within 30 days of receipt of an invoice from TVWD, Tualatin shall pay TVWD its share of the cost shown on the invoice. The invoice in addition will include the cost of water for test purposes and/or actual use during an emergency deployment of the trailer-mounted pumping equipment at the meter vault. The cost for water shall be as defined in Section 5.f.

TVWD shall submit invoices for routine operational and maintenance costs electronically for Tualatin to the attention of Tualatin's Water Division Manager.

- e. TVWD is the Managing Agency for the operation and maintenance of the trailer-mounted pumping equipment. As the Managing Agency, TVWD will oversee the execution of all operation and maintenance activity associated with the trailer-mounted pumping equipment. TVWD will communicate with the Portland Water Operations & Support Manager and the Tualatin Water Division Manager to provide them with information regarding the operation and maintenance of the trailer-mounted pumping equipment and allow for their comment and meaningful input. In addition, TVWD will provide any other documentation requested that is relevant to the operation and maintenance of the trailer-mounted pumping equipment.
- f. The cost of water for testing and/or actual use during an emergency deployment of the trailer-mounted pumping equipment for short-term use (less than 14 days) will be the Joint Water Commission (JWC) and Barney Reservoir Joint Operation Commission (BRJOC) operation and maintenance rates charged TVWD plus 25 percent infrastructure charge. In the event of a long-term (15 or more days) emergency deployment of the equipment the cost of water will be at the Portland contract rate for Tualatin, unless the actual cost of water from the JWC and BRJOC exceeds the Portland rate for Tualatin. Exhibit 2 provides a summary of the water rate for these two conditions. These rates are, however, subject to increases based on the contracts with the JWC, BRJOC and Portland. The then in effect rate will be used

Attachment A

for calculating the charges to be included in the invoice together with the charges for operation of the trailer-mounted pumping equipment. The values presented in Exhibit 2 provide examples of the cost of water from the JWC and BRJOC for the period September 2013 through August 2014 (the most recent period for which data is available) and the Portland rate charge per the referenced letter. TVWD will use cost information from the most current 12-month time period preceding the operation of the trailer mounted pumping equipment to calculate the cost of water. In any event, TVWD's charge for water will not be less than its actual cost for water as calculated under the Short Term Water Rate Charge methodology presented in Exhibit 2. TVWD will update the table "Short Term Water Rate Charge" in February each year.

TVWD's ownership capacity in the JWC WTP is limited to 12.5 mgd and stored water is 5789 acre-feet (1,886 million gallons). Under certain conditions TVWD may be at risk of increased cost to maintain the ability to received water from the JWC and BRJOC. For example, at the end of the summer peak season theoretically TVWD could have already used its stored water in Barney Reservoir. Water may be available by lease agreement from other partners in the JWC and BRJOC at increased cost to TVWD. In that event, TVWD's additional costs will be calculated and added to the total rate charged Tualatin for water as described in the previous paragraph however TVWD will not charge more than its actual cost of water from the JWC and BRJOC plus the aforementioned infrastructure charge.

6. Compliance with Law. TVWD shall be solely responsible to comply with all statutes and rules regarding the conduct of this IGA.
7. Documents. TVWD shall provide Tualatin with an electronic copy of any documents describing maintenance performed to the trailer-mounted pumping equipment (i.e., quotes of material, equipment and/or supplies to conduct said work.
8. Indemnity. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 to 30.300), each party agrees to indemnify, defend and hold the other parties harmless from any liability claim or injury arising from that party's acts or omissions in connection with the performance of this IGA.

Attachment A

9. Insurance. TVWD is responsible to maintain insurance on the trailer-mounted pumping assets to provide funds for the replacement value in the event of catastrophic damage to the asset.

10. Term. This IGA shall terminate upon approval by all Parties that continuing to operate and maintain the trailer-mounted pumping equipment is not in their interest. Said termination shall be by the Parties mutual agreement. After good faith negotiations with all the other Parties, any Party may terminate this IGA upon written notice to the other Parties that it is unable or unwilling to continue the work. Upon any such termination, each Party shall each pay its respective share of the costs for operation and maintenance as of the termination date.

11. Notification of Need to Operate Equipment. It is anticipated that the pumping equipment will only be placed in service in response to longer term (5 days or longer) loss of the water supply from the Portland source feeding the WCSL. Examples of events that may cause the event are: damage to infrastructure and other events such as need for routine maintenance of the WCSL. Either TVWD or Tualatin may request the trailer-mounted pumping equipment be relocated to the meter vault in preparation of its use to supply up to 5 mgd to each partner. In the event Tualatin initiates the request following confirmation from Portland that the supply of water will be interrupted for a term longer than identified hereinbefore, TVWD will coordinate with Portland and initiate work to move and place the trailer-mounted pumping equipment in operation at the meter vault.

12. Connection of Trailer-Mounted Pumping Equipment. TVWD will provide the labor and equipment to place and anchor the trailers at the meter vault and assemble the portable piping, and connect to the permanent piping at the site. Disinfection of the portable piping and fittings will be accomplished by spraying the interior with and appropriate chlorine solution prior to assembly where possible and/or filling the pipe with a chlorine solution in accord with best management practices for disinfection. TVWD will coordinate with Portland for the operation of the main line valves requiring closure before connections are made to the permanent piping at the meter vault and start of the pumping equipment. TVWD will also disinfect the pumps, in accordance with the operation and maintenance procedures for the trailer-mounted pump equipment prior to the start of pump operations.

The Parties agree that there may be need for operations in emergency circumstances. TVWD will take reasonable steps under the circumstances to provide the trailer-mounted pumping equipment at the meter vault but there is no guarantee of availability of the equipment or water supply. In the event of a catastrophic emergency event the ability to travel on local streets may be limited

Attachment A

and thus affect the time to respond to a request to place the pumping equipment in operation; however TVWD will make every reasonable effort to respond at the earliest possible time. TVWD's inability to respond in a timely manner due to circumstances beyond its control shall not be considered a breach of this IGA.

13. Breach, Default and Disputes. If any Party breaches any covenant hereunder, any non-breaching Party may seek all remedies available at law or equity or may revoke this IGA upon giving thirty (30) days' written notice of the alleged breach. If the breach is not cured within that time, the non-breaching party may send a second notice terminating this IGA immediately, and the IGA shall be terminated unless the disputing parties request dispute resolution in writing. Upon notice of a desire for dispute resolution the following process shall apply:

- a. The Chief Executive Officer of TVWD, the Administrator of the Portland Water Bureau, and the City Manager of Tualatin shall meet in an effort to resolve the matter within 30 days of the notice.
- b. If resolution is unsuccessful, then within ten (10) days any party may request mediation. If the parties cannot agree on a mediator, they shall use Arbitration Services of Portland, Oregon, to select a mediator. Mediation shall be concluded within sixty (60) days unless the disputing party agrees to a different schedule. If resolved, a written agreement shall be executed and approved by the appropriate decision maker.
- c. If mediation is unsuccessful, within fifteen (15) days, any party may seek any legal or equitable remedy in the Circuit Court of the State of Oregon for Washington County.
- d. If any suit, action, arbitration, mediation or other proceeding is instituted to enforce rights or otherwise pursue, defend, or litigate issues related to this IGA, or any other controversy arises from this IGA and regardless of any statute to the contrary, each party shall bear its own attorneys fees and costs. The award of costs and expenses on appeal from a judgment entered after trial shall be to the prevailing party designated as such by the appeals court.

14. Notices. Notices shall be written and sent by first class mail, postage prepaid, to the following addresses:

Stu Davis, P.E.

Attachment A

Tualatin Valley Water District
1850 SW 170th Avenue
Beaverton, OR 97006

Stan VandeBergh, P.E.
City of Portland Water Bureau
1120 Southwest 5th Ave., #600
Portland, OR 97204

Jerry A. Postema
Public Works Director
City of Tualatin
18880 SW Martinazzi Ave.
Tualatin, OR 97062-7092

15. Successors and Assigns. The terms and conditions of this IGA shall be binding upon any and all successors and assigns of the Parties.

In witness hereof, the parties have executed this Intergovernmental Agreement on the last date set forth below.

[SIGNATURE PAGE TO FOLLOW]

Attachment A

TUALATIN VALLEY WATER DISTRICT

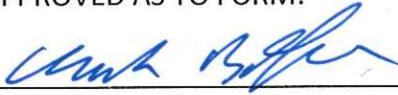
CITY OF PORTLAND

BY: 
Mark Knudson,
Chief Executive Officer

BY: _____
David G. Shaff, Administrator
Portland Water Bureau

Dated: 12/17/14

Dated: _____

APPROVED AS TO FORM:

District Counsel

APPROVED AS TO FORM:

City Attorney

CITY OF TUALATIN

BY: _____
Sherilyn Lombos,
City Manager

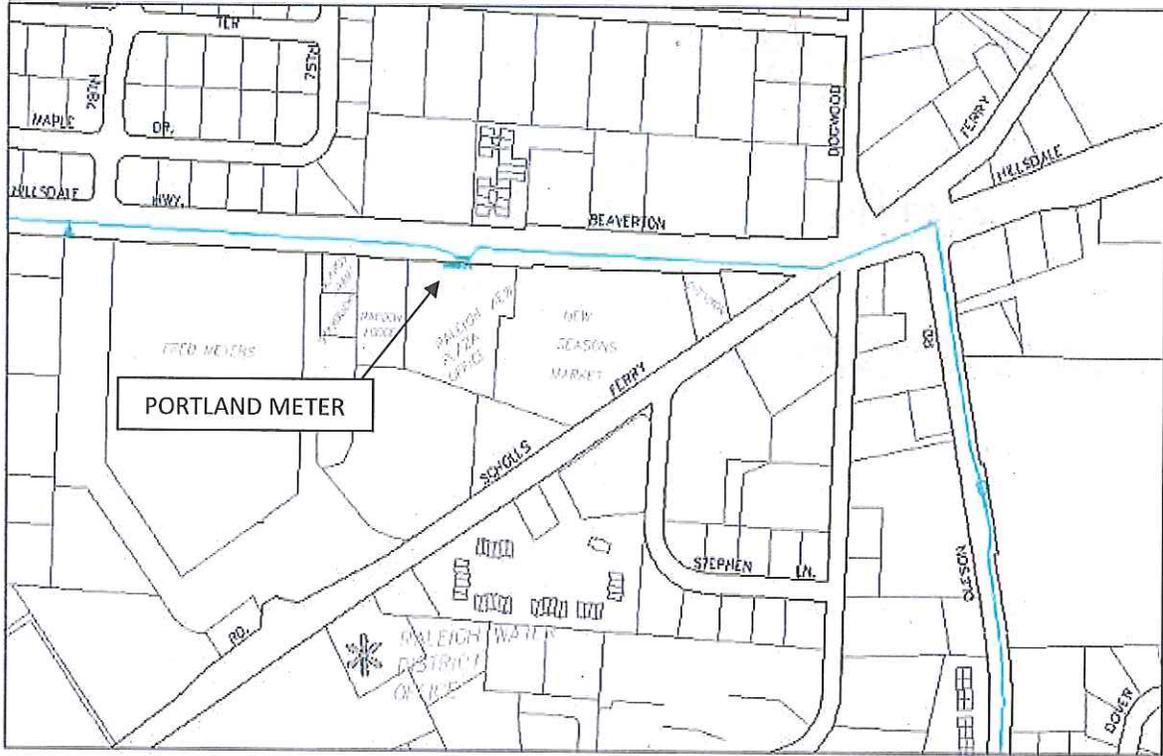
Dated: _____

APPROVED AS TO FORM:

City Attorney

Attachment A

EXHIBIT 1
METER VAULT VICINITY MAP



Attachment A

**EXHIBIT 2
SUMMARY OF WATER RATE CHARGE**

Short Term Water Rate Charge

Example JWC and BRJOC cost per unit calculation are presented in the following table¹:

	Gallons	CCF	Barney	JWC	Total cost
Sep-13	144,642,000	193,372	\$ 13,494.72	\$ 89,168.51	\$ 102,663.23
Oct-13	261,465,000	349,552	\$ 11,956.27	\$ 98,340.56	\$ 110,296.83
Nov-13	266,155,000	355,822	\$ 19,848.34	\$ 82,804.25	\$ 102,652.59
Dec-13	83,689,000	111,884	\$ 14,068.57	\$ 70,869.39	\$ 84,937.96
Jan-14	164,477,000	219,889	\$ 14,198.54	\$ 70,570.36	\$ 84,768.90
Feb-14	138,088,000	184,610	\$ 10,306.42	\$ 66,459.93	\$ 76,766.35
Mar-14	143,608,000	191,989	\$ 9,641.83	\$ 117,327.44	\$ 126,969.27
Apr-14	148,179,000	198,100	\$ 11,546.04	\$ 91,862.72	\$ 103,408.76
May-14	203,958,000	272,671	\$ 11,352.79	\$ 151,461.42	\$ 162,814.21
Jun-14	199,108,640	266,188	\$ 17,075.99	\$ 129,648.20	\$ 146,724.19
Jul-14	285,410,000	381,564	\$ 17,632.39	\$ 136,609.95	\$ 154,242.34
Aug-14	280,501,000	375,001	\$ 9,482.44	\$ 99,072.19	\$ 108,554.63
Totals		3,100,643	\$ 160,604.34	\$ 1,204,194.92	\$ 1,364,799.26
Average 12-month cost per CCF					\$ 0.4402
Infrastructure Cost at 25 %					0.1100
Total Rate per CCF					\$ 0.5502

EXHIBIT 1 (Continued)

Attachment A

SUMMARY OF WATER RATE CHARGE

Long Term Water Rate Charge:

Example Tualatin's Portland Rate Charge (preliminary 5 year rates per 2/12/14 Portland Letter²:

FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
\$ 0.789	\$ 0.888	\$ 0.931	\$ 0.947	\$ 0.971

¹ TVWD's rate presented is per invoices from JWC and BRJOC which vary based on actual monthly operating costs and a 12-month rolling average of TVWD's cost. The rate shown is for the latest 12 months for which data is available.

² Tualatin's preliminary average wholesale rates for water is from Table A transmitted with a letter from Jan Warner dated February 12, 2014



STAFF REPORT

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos

FROM: Paul Hennon, Community Services Director
Rich Mueller, Parks and Recreation Manager

DATE: 01/26/2015

SUBJECT: Consideration of **Resolution No. 5224-15** Authorizing Execution of an Intergovernmental Agreement between the City of Tualatin and Metro for a Regional Trail Wayfinding Signage Grant

ISSUE BEFORE THE COUNCIL:

The Council will consider approving an intergovernmental agreement with Metro to accept a Regional Trail Wayfinding Signage Grant for design and fabrication of signs along the Tualatin River Greenway Trail.

RECOMMENDATION:

Staff recommends that the Council adopt the attached Resolution.

EXECUTIVE SUMMARY:

Metro has received Surface Transportation Program funds for the design and fabrication of wayfinding (directional) signs along four regional trails in the Portland Metropolitan area. Metro has offered to design and fabricate wayfinding signs for installation along the Tualatin River Greenway Trail located between Natchez Court and the Ki-A-Kuts Bicycle and Pedestrian Bridge in Tualatin Community Park, a distance of about 3 miles.

An Intergovernmental Agreement between the City of Tualatin and the Metro is needed to formalize the grant. The Intergovernmental Agreement would be effective through December 31, 2016, a time-frame that coincides with the construction schedule for the Tualatin River Greenway Gap Completion Project.

The grant is valued at approximately \$30,000. The City will be responsible for installation and maintenance of the signs and will do so with Operations Department staff.

Also during the same time period as the Tualatin project, Metro is partnering with both the cities of Durham and Tigard to install Regional Trail Wayfinding Signage along the Tualatin River Greenway on the north side of the river between the Ki-A-Kuts Bicycle and Pedestrian Bridge and 108th Avenue in Tigard, a distance of about 1.7 miles. In total, about 4.7 miles of the Tualatin River Greenway Trail will be signed with the Regional Trail Wayfinding signage to

2.02
Sign Family

Off-Street Trail Signs

Off-Street Trail Signs



SIGN TYPE A: Trailhead

Trailhead Signs are located at major trail access points which are distinguished by vehicle parking, restrooms, staging areas or other features. This sign type includes a map of the entire trail and the surrounding amenities as well as provides space for jurisdiction/partner logos and trail regulations. This sign type is compatible with The Intertwine Branding Signage.

Layouts on page 4.07
Trail map guidelines on page 4.50

SIGN TYPE B: Trail Access

Trail Access signs are located at trail access points where the trail typically meets the street right of way. This sign type identifies the trail and mode of travel and may include a trail map, directions or other information.

Layouts on page 4.11
Trail map guidelines on page 4.50



SIGN TYPE C: Off-Street Pedestrian Directional

This sign type is located along an off-street pedestrian-only regional trail to provide directional information.

Layouts on page 4.17

SIGN TYPE D: Off-Street Multi-Use Directional

This sign type is located along an off-street multi-use regional trail to provide directional information.

Layouts on page 4.23

SIGN TYPE E: Mile Marker

This sign type is located at 1/4 mile increments along a regional trail.

Layouts on page 4.29

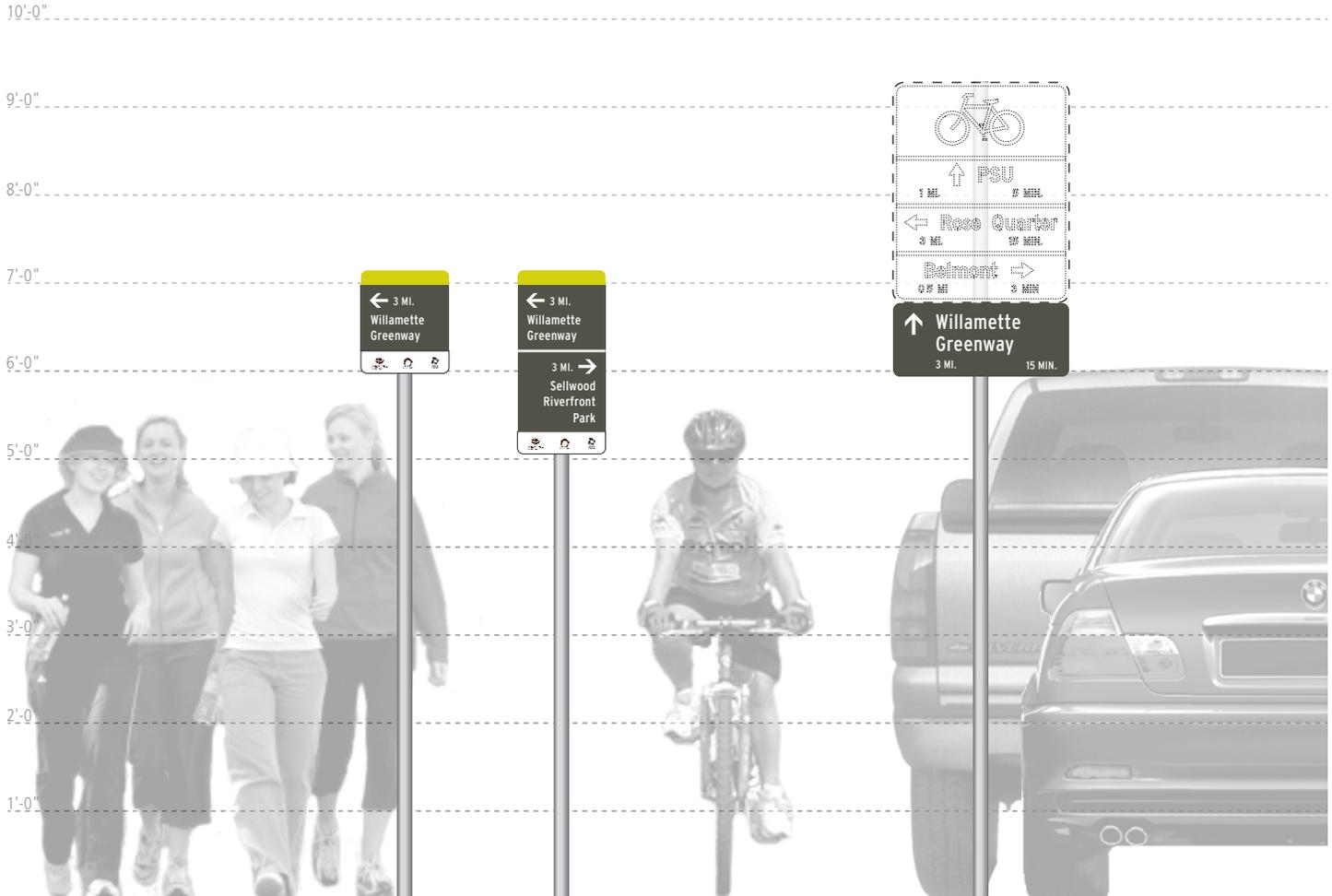
2.04 Sign Family

On-Street Connection Signs

THE INTERTWINE: Regional Trails Signage Guidelines
May 17, 2012

On-Street Connection Signs

Use these Sign Types along street rights-of-way that connect off-street trail segments.



SIGN TYPE F: On-Street Pedestrian Directional

This sign type is located in the street right-of-way to provide directions and continuity to off-street trail segments.

Layouts on page 4.33

SIGN TYPE G: On-Street Bicycle Directional

This sign type is located in the street right-of-way to connect bicyclists between the off-street trail segments. The MUTCD allows The Intertwine sign on-street as long as they are oriented to bicyclists/pedestrians and not to traffic (9B.02). It will be up to the jurisdiction whether to allow this sign type.

Layouts on page 4.39

RESOLUTION NO. 5224-15

RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TUALATIN AND METRO FOR A REGIONAL TRAIL WAYFINDING SIGNAGE GRANT

WHEREAS Metro has received Surface Transportation Program funds for the design and fabrication of wayfinding signs along four regional trails in the Portland Metropolitan area (the "Project"), and the City desires for Metro to design and fabricate some of these wayfinding signs for installation along the Tualatin River Greenway Trail right of way located within the City (the "Trail"); and

WHEREAS By the authority granted in Oregon Revised Statutes (ORS) 190.010, local government agencies may enter into cooperative agreements with units of local government for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.

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

Section 1. The City Manager is authorized to execute an Intergovernmental Agreement between the City of Tualatin and Metro for a Regional Trails Wayfinding Signage Grant, in a form substantially similar to Attachment A.

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

Section 3. This resolution is effective upon adoption.

Adopted by the City Council this 26th day of January, 2015.

CITY OF TUALATIN, OREGON

BY _____
Mayor

APPROVED AS TO FORM

ATTEST:

BY _____
City Attorney

BY _____
City Recorder

INTERGOVERNMENTAL AGREEMENT
Regional Trail Wayfinding Signage

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into by and between Metro ("Metro") and the City of Tualatin (the "City") effective as of the last date of signature indicated below.

RECITALS

1. Metro has received Surface Transportation Program funds for the design and fabrication of wayfinding signs along four regional trails in the Portland Metropolitan area (the "Project"), and the City desires for Metro to design and fabricate some of these wayfinding signs for installation along the Tualatin River Greenway Trail right of way located within the City (the "Trail").
2. By the authority granted in Oregon Revised Statutes (ORS) 190.010, local government agencies may enter into cooperative agreements with units of local government for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the parties hereto as follows:

TERMS OF AGREEMENT

1. The City hereby grants Metro and its contractors the right to enter onto and occupy Trail right of way for the planning and design of signage along the Trail. This right of entry shall continue for so long as necessary for the City to complete installation of the signage, and shall terminate upon completion of the installation, or by December 31st, 2016, whichever is sooner.
2. The City shall, at its own expense, install, maintain and operate the Project signs on the Trail right of way upon completion of the Project and throughout the useful life of the Project signs. Said maintenance shall be at a minimum level that is consistent with normal depreciation and/or service demand. Parties agree that the useful life of the Project signs is defined as twenty (20) years. The State of Oregon (the "State") may conduct periodic inspections during the life of the Project signs to verify that Project signs are properly maintained and continue to serve the purpose for which federal funds were provided. If the State determines that additional maintenance is necessary, the City agrees to perform such maintenance. Maintenance responsibilities shall survive any termination of this Agreement.
3. The City acknowledges and agrees that Metro shall have no liability for the quality or accuracy of the signage, and hereby releases Metro for any damages or loss of any kind, including without limitation, direct, indirect, special, consequential, or punitive

damages arising out of the use or installation of the signage, or related in any way to the information contained therein.

4. The City shall identify and grant Metro and its contractors all the required permits for the Project. If required, permit fees will be borne by Metro as a Project expense.
5. Metro's Project Manager for this Project is Robert Spurlock, 600 NE Grand Avenue, Portland, OR 97232, 503-813-7560, robert.spurlock@oregonmetro.gov, or assigned designee upon individual's absence. Metro shall notify the other party in writing of any contact information changes during the term of this Agreement.
6. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together will constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed will constitute an original.
7. This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement will bind either party unless in writing and signed by all parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, will be effective only in the specific instance and for the specific purpose given.

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

METRO

CITY OF TUALATIN

By _____

By _____

Date _____

Date _____



STAFF REPORT

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos

FROM: Paul Hennon, Community Services Director
Kelsey Lewis, Management Analyst II

DATE: 01/26/2015

SUBJECT: Consideration of **Resolution No. 5225-15** Approving an Amendment to the City of Tualatin's Local Share Project List for Metro's 2006 Natural Areas Bond Measure Local Share Component

ISSUE BEFORE THE COUNCIL:

The Council will consider adopting the attached resolution approving an amendment to Tualatin's Metro Natural Areas Bond Measure Local Share Component Local Share Project List.

RECOMMENDATION:

On December 9, 2014, the Tualatin Park Advisory Committee (TPARK) recommended Council approval of an amendment to the Local Share Project List to enable the funds to be used for construction of improvements within the Tualatin River Greenway and its connections.

Staff recommends that the Council adopt the attached Resolution.

EXECUTIVE SUMMARY:

Tualatin's use of \$786,506 of Metro 2006 Natural Areas Bond Measure funds are restricted solely for land acquisition within the boundaries of the Tualatin River Greenway for the purposes of preserving the scenic value of the Tualatin River, enhancing air and water quality, preserving fish and wildlife habitat, and providing public pedestrian and bicycle access within the Tualatin River Greenway.

The City has used \$697,646.70 of its Local Share funds for the acquisition of two parcels of land along the Tualatin River Greenway, the remainder of \$88,859.30 is not sufficient for land acquisition, and Tualatin has extended the original term of the Intergovernmental Agreement with Metro for the Natural Areas Bond Measure Local Share Component three times while waiting for land acquisition opportunities with the third extension due to expire in March, 2015. An additional extension will be required to utilize the remaining Local Share funds and there are not currently any known land acquisition opportunities that could be obtained with the remaining Local Share funds.

The City is currently engaged in the Tualatin River Greenway Trail Gap Completion Project to construct a .77-mile section of the Tualatin River Greenway Trail and these funds could be appropriately used for that construction within the fourth extension term.

The Natural Areas Bond Measure Local Share Component Intergovernmental Agreement with Metro contains provisions for amending the Local Share Project List when it is determined necessary by Local Share Partners.

FINANCIAL IMPLICATIONS:

Adoption of the attached Resolution would authorize the City of Tualatin to use the remaining \$88,859.30 of its Metro Natural Areas Bond Measure Local Share Component funds to further the goals of the Tualatin River Greenway through land acquisition and construction within the boundaries of the Tualatin River Greenway and its connections.

Attachments: [Reso No. 5225-15-Local Share Project List](#)

RESOLUTION NO. 5225-15

RESOLUTION APPROVING AN AMENDMENT TO THE CITY OF TUALATIN'S LOCAL SHARE PROJECT LIST FOR METRO'S 2006 NATURAL AREAS BOND MEASURE LOCAL SHARE COMPONENT

WHEREAS, on November 7, 2006, electors of Metro approved Ballot Measure 26-80 authorizing Metro to issue \$227.4 million in bonds to preserve natural areas, clean water, and protect fish and wildlife (the "Measure"); and

WHEREAS, the Measure provided that \$44 million from bond proceeds be expended by local parks providers for specified projects through a "Local Legacy Program" and the City of Tualatin is a Local Share Partner; and

WHEREAS, on February 27, 2006, prior to the November 7, 2006 election, the Council adopted Resolution No. 4487-06 approving the City of Tualatin's Local Share Project List designating that Local Share funds would be used solely for land acquisition within the boundaries of the Tualatin River Greenway for the purposes of preserving the scenic value of the Tualatin River, enhancing air and water quality, preserving fish and wildlife habitat, and providing public pedestrian and bicycle access within the Tualatin River Greenway; and

WHEREAS, on October 13, 2008 the Council adopted Resolution 4836-08 authorizing the Mayor to execute an Intergovernmental Agreement with Metro for the Natural Areas Bond Measure Local Share Component enabling Tualatin to receive its \$786,506 portion of the Local Share funding; and

WHEREAS, the Intergovernmental Agreement authorizes the Council to modify the project list by resolution upon making certain findings; and

WHEREAS, on December 9, 2014, the Tualatin Park Advisory Committee (TPARK) recommended Council approval of an amendment to the Local Share Project List to enable the funds to be used for construction of improvements within the Tualatin River Greenway and its connections.

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

Section 1. The City Council makes and adopts the following findings:

- A. The City has used \$697,646.70 of its Local Share funds for the acquisition of two parcels of land along the Tualatin River Greenway, the remainder of \$88,859.30 is not sufficient for additional land acquisition.
- B. The City has extended the original term of the Intergovernmental Agreement with Metro for the Natural Areas Bond Measure Local Share Component three times while waiting for land acquisition opportunities with the third

extension due to expire in March, 2015. An additional extension will be required to utilize the remaining Local Share funds and there are not currently any known land acquisition opportunities that could be obtained with the remaining Local Share funds.

- C. The City is currently engaged in the Tualatin River Greenway Trail Gap Completion Project to construct a three-quarters mile section of the Tualatin River Greenway Trail and these funds can be appropriately used for that construction.

Section 2. Based on the findings set forth herein, the Council amends the Project list in Attachment A to the Intergovernmental Agreement with Metro for the Natural Areas Bond Measure Local Share Component to include the Tualatin River Greenway Trail Gap Completion Project and related connections.

Section 3. This resolution is effective upon adoption.

Adopted by the City Council this 26th day of January, 2015.

CITY OF TUALATIN, OREGON

BY _____
Mayor

APPROVED AS TO FORM

ATTEST:

BY _____
City Attorney

BY _____
City Recorder



STAFF REPORT

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos

FROM: Paul Hennon, Community Services Director
Kelsey Lewis, Management Analyst II

DATE: 01/26/2015

SUBJECT: Consideration of **Resolution No. 5223-15** Approving Reinstatement of an Intergovernmental Agreement between the City of Tualatin and Metro for the Management of Tualatin River Access Points Property

ISSUE BEFORE THE COUNCIL:

The Council will consider adopting the attached resolution approving reinstatement of an Intergovernmental Agreement between the City of Tualatin and Metro for the management, operation, and maintenance of Tualatin River Access Points Property at Brown's Ferry Park and acquisition of regional trail easements.

RECOMMENDATION:

Staff recommends that the Council adopt the attached Resolution.

EXECUTIVE SUMMARY:

In 1998, an Intergovernmental Agreement was entered into by the City of Tualatin and Metro for the City's management, operation, and maintenance of riverfront property jointly acquired to extend the Tualatin River Greenway at the east boundary of Brown's Ferry Park (the Miller Property), and in 2004, another property (the Salinas Property) was jointly acquired to further extend the greenway to the east, and, by Resolution, has been managed, operated, and maintained under terms and conditions of the same agreement.

Now, that Intergovernmental Agreement has expired and needs to be reinstated and amended to include a provision for acquisition, management, operation, and maintenance of regional trail easements within Tualatin's planning boundaries, such as for the Tualatin River Greenway and the Ice Age Tonquin Trail.

FINANCIAL IMPLICATIONS:

RESOLUTION NO. 5223-15

RESOLUTION NUMBER APPROVING REINSTATEMENT OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TUALATIN AND METRO FOR THE MANAGEMENT OF TUALATIN RIVER ACCESS POINTS PROPERTY

WHEREAS, in 1998, an Intergovernmental Agreement was entered into by the City of Tualatin and Metro for the City’s management, operation, and maintenance of riverfront property jointly acquired to extend the Tualatin River Greenway at the east boundary of Brown’s Ferry Park (the Miller Property), and in 2004, another property (the Salinas Property) was jointly acquired to further extend the greenway to the east, and, by Resolution, has been managed, operated, and maintained under terms and conditions of the same agreement; and

WHEREAS, the Intergovernmental Agreement had an original term of ten (10) years, and has since expired pursuant to its terms; and

WHEREAS, the parties wish to reinstate the Intergovernmental Agreement, include the Salinas Property under the terms therein, and make modifications to the Intergovernmental Agreement.

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

Section 1. The City Manager is authorized to execute an Intergovernmental Agreement between the City of Tualatin and Metro for the management, operation, and maintenance of Tualatin River Access Points Property, in a form substantially similar that set forth in Attachment A.

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

Section 3. This resolution is effective upon adoption.

Adopted by the City Council this 26th day of January, 2015.

CITY OF TUALATIN, OREGON

BY _____
Mayor

APPROVED AS TO FORM

ATTEST:

BY _____
City Attorney

BY _____
City Recorder

**FIRST AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT**

**Management of Tualatin River Access Points Property
Browns Ferry Park / Trail Easements
Tualatin, Oregon**

This First Amendment to Intergovernmental Agreement (this “Amendment”) is by and between the City of Tualatin (the “City”), and Metro, an Oregon municipal corporation (“Metro”). This Amendment is made and entered into as of the last date of signature indicated below (the “Effective Date”).

RECITALS

- A. The City and Metro are parties to that certain Intergovernmental Agreement dated May 14, 1998 (the “IGA”).
- B. Pursuant to the IGA, the City manages, operates and maintains property owned by the City and Metro as tenants in common (tax lot IDs 21E19 00900 and 21E19 01000) as part of Browns Ferry Park, commonly referred to as the Miller Property (the “Miller Property”). The Miller Property is in the Tualatin River Access Points Target Area and is more specifically described in the IGA.
- C. The IGA had an original term of ten (10) years, and has since expired pursuant to its terms.
- D. On April 23, 2004, Metro purchased additional property (tax lot ID 21E 19DA 10400) adjacent to the Miller Property, known as the Salinas Property (the “Salinas Property”). The City manages, operates and maintains the Salinas Property as part of Browns Ferry Park.
- E. The parties desire to reinstate the IGA, extend the term of the IGA, expressly include the Salinas Property as part of property managed under the IGA, provide for the City’s acquisition of trail easements, and to make further modifications to the IGA as provided in this Amendment.
- F. Capitalized terms used in this Amendment shall have the meanings given to them in the IGA, except as expressly modified by this Amendment.

AGREEMENT

In consideration of the foregoing, the parties hereby agree as follows:

- 1. Reinstatement; Extended Term; Automatic Renewal. The IGA is reinstated as though it never expired. In accordance with Section B(5) of the IGA, the parties agree that the City shall continue its management, maintenance, and operation responsibilities for an additional ten (10) year term, which term shall commence upon the Effective Date of this Amendment. The IGA shall automatically renew every ten (10) years for an additional ten (10) year period, unless

terminated by either party by written notice to the other party, at least one (1) month prior to the renewal of any additional ten (10) year term, or in accordance with Sections E(4) or E(5) of the IGA.

2. Property Addition. In addition to any new properties acquired in accordance with Section B(4) of the IGA, the term “Property”, as defined in the IGA, shall hereby be deemed to include both the Miller Property and the Salinas Property. The Miller Property and the Salinas Property shall be managed, operated, and maintained by the City as part of Browns Ferry Park, in accordance with the IGA.

3. Metro 2006 Bond Measure. On November 7, 2006, voters approved Ballot Measure 26-80 (“Metro Natural Areas Bond Measure”), authorizing Metro to build upon the success of the Metro Open Spaces Bond Measure and to continue its protection of natural areas and water quality in the region. All references within the IGA to the “Metro Open Spaces Bond Measure” shall be interpreted to mean the “Metro Natural Areas Bond Measure”, where such interpretation is reasonable and applicable.

4. Trail Easements. Whenever Metro seeks to acquire an easement over real property located in one of Metro’s target areas within the City, for the primary purpose of permitting the construction of a bicycle and/or pedestrian trail across such property, Metro may notify the City of the potential easement transaction in the manner provided in Section B(4) of the IGA, except that the notice shall state that Metro is requesting the City to be the holder and grantee of the potential easement. If the City accepts or is deemed to have accepted the easement transaction, then at the closing of the easement acquisition, the City shall cooperate in signing any necessary closing documents (including, for example, the trail easement or an assignment of the easement purchase agreement). The trail easement shall be substantially in the form attached as Exhibit A to this Amendment, and any substantial amendments to such form shall be subject to the approval of the Community Services Director. Any trail easements acquired and held by the City shall be considered “Property,” and managed by the City in accordance with the terms and conditions of the IGA.

5. Miscellaneous. This Amendment may be executed in counterparts and delivery by facsimile or e-mail shall be sufficient to form a binding agreement. The IGA is modified only in the specific respects set forth in this Amendment. Except as expressly modified herein, the IGA remains unmodified and in full force and effect.

[Remainder of page intentionally left blank.]

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

CITY OF TUALATIN:

By: _____

Print Name: _____

Title: _____

Date: _____

METRO:

By: _____
Martha J. Bennett, Chief Operating Officer

Date: _____

DRAFT

EXHIBIT A
Form of Trail Easement

[See attached]

DRAFT