



City of Tualatin

TUALATIN CITY COUNCIL

Monday, September 14, 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.



OFFICIAL AGENDA OF THE TUALATIN CITY COUNCIL MEETING FOR September 14, 2015

A. CALL TO ORDER
Pledge of Allegiance

B. ANNOUNCEMENTS

1. Tualatin Youth Advisory Council Update for September 2015
2. League of Oregon Cities "If I Were Mayor" Statewide Student Contest Winner Announcement
3. Proclamation Declaring the City of Tualatin a Purple Heart City
4. Proclamation Declaring September 19, 2015 as Distraction Free Driving Awareness Day
5. A Proclamation Declaring October 2, 2015 as National Manufacturing Day in the City of Tualatin
6. Proclamation Declaring October 11-17, 2015 as Community Action Week

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 August 24, 2015
2. Consideration of Approval of a New Liquor License Application for Industry

3. Consideration of Approval of a New Liquor License Application for Sushi Train
4. Consideration of **Resolution No. 5249-15** Authorizing Application and Acceptance of a Community Development Block Grant to Design and Renovate the Kitchen at the Juanita Pohl Center
5. Consideration of **Resolution No. 5250-15** Authorizing an Intergovernmental Agreement among the Tri-County Metropolitan Transportation District of Oregon, the City of Portland and the City of Tualatin for Transit Police Services
6. Consideration of **Resolution No. 5252-15** Ratifying a Collective Bargaining Agreement Between the City of Tualatin and the Tualatin Employees Association and Authorizing the City Manager to Execute the Agreement
7. Consideration of **Resolution No. 5251-15** Authorizing Personnel Services Updates for Non-Represented Employees for Fiscal Year 2015-16

E. SPECIAL REPORTS

1. Community Action Update
2. Summer Programs Review and Fall Programs Preview
3. Active Aging Week Presentation

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

H. ADJOURNMENT

City Council Meeting

Meeting Date: 09/14/2015

ANNOUNCEMENTS: Tualatin Youth Advisory Council Update

ANNOUNCEMENTS

Tualatin Youth Advisory Council Update for September 2015

SUMMARY

A. YAC Update



September 14, 2015

TUALATIN YOUTH ADVISORY COUNCIL

New Member Recruitment

- Accepting applications through 9/25
- Excited to get new members on board!



Movies on the Commons

- 9 movies
- About 1,500 people attended
- Concessions sales help send YAC members to National League of Cities Congressional Cities Conference



Coming Soon!

- West Coast Giant Pumpkin Regatta
 - Saturday, October 17
- Haunted House
 - Wednesday-Saturday, October 21-24
- Van Raden Teen Center activities planning



City Council Meeting

Meeting Date: 09/14/2015

ANNOUNCEMENTS: "If I Were Mayor" Statewide Contest Winner Announcement

ANNOUNCEMENTS

League of Oregon Cities "If I Were Mayor" Statewide Student Contest Winner Announcement

City Council Meeting

Meeting Date: 09/14/2015

ANNOUNCEMENTS: Purple Heart City Proclamation

ANNOUNCEMENTS

Proclamation Declaring the City of Tualatin a Purple Heart City

SUMMARY

HB 2036 and was signed in to law in May making I-5 part of the National Purple Heart Trail. Governor Brown then signed HCR 30 in to law at the end of June making Oregon the 15th Purple Heart State.

On June 27 a request was made to the City Council to declare the City of Tualatin a Purple Heart City. There was consensus amongst the Council to proceed with such a declaration. Signs will be placed at the entrance of the City north and south bound along I-5. There is no cost to the City for the placement of these signs.

[Proclamation](#)

[Endorsement Letter from VFW](#)

Proclamation

Proclamation Declaring the City of Tualatin A Purple Heart City

WHEREAS, the City of Tualatin has always supported its military veteran population; and

WHEREAS, the Purple Heart Medal is the oldest military decoration in present use and was initially created as a Badge of Military Merit by General George Washington in 1782; and

WHEREAS, the Purple Heart Medal was the first award made available to the common soldier and is specifically awarded to members of the United States Armed Forces whom have been wounded in combat or paid the ultimate sacrifice for our freedoms being killed in action against a declared enemy of the United States of America; and

WHEREAS, the mission of the Military Order of Purple Heart is to foster an environment of goodwill among combat-wounded veterans and their families, promote patriotism, support legislative initiatives, and most importantly, to make sure that we never forget the sacrifices of our military service men and women; and

WHEREAS, Tualatin has a large veteran population with many of its veterans being Purple Heart recipients; and

WHEREAS, Oregon is now by law the 15th Purple Heart State and US Interstate 5 in Oregon which services the municipality of Tualatin is now memorialized as part of the National Purple Heart Trail, the city now joins Bend, Albany, Medford, Redmond, La Pine, Prineville, Beaverton, and Forest Grove, Oregon as Purple Heart Cities; and

WHEREAS, Tualatin appreciates the sacrifices of all of its military veterans, combat veterans, Purple Heart recipients, and their families for the sacrifices that they have made in defending our freedoms and wants to express and honor them.

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

The City of Tualatin is a Purple Heart City. The City Council hereby encourages the residents and businesses of the City of Tualatin to show their appreciation for the sacrifices Purple Heart recipients have made in defending our freedoms, to acknowledge their courage, and to show them the honor and support they have earned.

INTRODUCED AND ADOPTED this 14th day of September, 2015.

CITY OF TUALATIN, OREGON

BY _____
Mayor

ATTEST:

BY _____
City Recorder



Matthew Lembke Hall

VFW Post 3452

18820 SW Boones Ferry Road

Tualatin, Oregon 97062

503.691.1126

MEMORANDUM FOR ENDORSEMENT

SUBJECT: Support for the city of Tualatin, Oregon proclaiming itself a Purple Heart City

This is to certify that Veterans of Foreign Wars, Tualatin Post 3452 supports the city of Tualatin, Oregon proclaiming itself a Purple Heart City in honor of the men and women that have been killed in action or wounded in combat.

As the only Congressionally Chartered, Veterans Service Organization within the city limits of Tualatin and having named VFW Post 3452, in honor of Tualatin's own Purple Heart recipient Matthew Lembke, we endorse the effort that the City Council and Mayor of Tualatin are making in giving extra recognition to its veteran population, past, present, and future.

Gregory Meiling, Adjutant

Approval

Harvey Pitcher, Commander

Authorization

City Council Meeting

Meeting Date: 09/14/2015

ANNOUNCEMENTS: Proclamation Declaring September 19, 2015 as Distraction Free Driving Awareness Day

ANNOUNCEMENTS

Proclamation Declaring September 19, 2015 as Distraction Free Driving Awareness Day

Proclamation

Proclamation

*Proclamation Designating September 19, 2015 as
Distraction Free Driving Awareness Day
in the City of Tualatin*

WHEREAS, Oregon cities hold the health and safety of their citizens as a paramount concern; and

WHEREAS, distracted driving occurs when drivers engage in activities that divert their attention from the road and their primary task of driving; and

WHEREAS, the National Highway Traffic Safety Administration, reports that each day more than 9 people are killed and over 1,153 people are injured in crashes that are reported to involve a distracted driver in the U.S.; and

WHEREAS, sixty-percent of Oregonians use a smartphone; and

WHEREAS, seventy-percent of Americans admit to using their smart phone while driving to text, check email, access social media, and use their photo and video tools; and

WHEREAS, the Oregon legislature has taken several steps over the past five years to prohibit and discourage the use of handheld devices while driving, such as passing HB 2377 (2009), HB 3186 (2011) and SB 9 (2013).

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

The September 19, 2015 is designated as Distraction Free Driving Awareness Day in the City of Tualatin. The Tualatin City Council encourages all residents to join in observance.

INTRODUCED AND ADOPTED this 14th day of September, 2015.

CITY OF TUALATIN, OREGON

BY _____
Mayor

ATTEST:

BY _____
City Recorder

City Council Meeting

Meeting Date: 09/14/2015

ANNOUNCEMENTS: National Manufacturing Day

ANNOUNCEMENTS

A Proclamation Declaring October 2, 2015 as National Manufacturing Day in the City of Tualatin

National Manufacturing Day Proclamation

Proclamation

Proclamation Declaring Friday, October 2, 2015 as National Manufacturing Day in the City of Tualatin

WHEREAS the City of Tualatin recognizes that fundamental element to the overall quality of life is the health of the local economy.

WHEREAS the advanced manufacturing sector employs 22 percent of Tualatin's workforce and contributes to the thriving local economy; and

WHEREAS six of the top ten employers in Tualatin are manufacturing companies; and

WHEREAS advanced manufacturing is one of Tualatin's key industry clusters as identified in the Economic Development Strategic Plan; and

WHEREAS there are nearly 800 acres of available lands in the limits of the City of Tualatin zoned for future manufacturing use; and

WHEREAS Tualatin is at the center of trade and commerce located along Interstate-5, Interstate-205, and Highway 99W providing a favorable environment for manufacturing companies to effectively move goods throughout the region; and

WHEREAS Tualatin recognizes the importance of a thriving manufacturing sector in fueling Tualatin's economic stability and growth in a promising future; and

NOW THEREFORE, BE IT PROCLAIMED BY THE City Council of the City of Tualatin, that:

Friday, October 2, 2015, is proclaimed as National Manufacturing Day in the City of Tualatin.

INTRODUCED AND ADOPTED this 14th day of September, 2015.

CITY OF TUALATIN, OREGON

BY _____
Mayor

ATTEST:

BY _____
City Recorder

City Council Meeting

Meeting Date: 09/14/2015

ANNOUNCEMENTS: Proclamation Declaring October 11-17, 2015 as Community Action Week

ANNOUNCEMENTS

Proclamation Declaring October 11-17, 2015 as Community Action Week

Proclamation

Proclamation

Proclamation Designating the Week of October 11-17, 2015 as Community Action Week in the City of Tualatin

WHEREAS, caring, concerned citizens joined together 50 years ago to address the needs of their neighbors struggling to move out of poverty; and

WHEREAS, these dedicated civic leaders founded Community Action on October 13, 1965; and

WHEREAS, for the past 50 years Community Action has led the way to help eliminate conditions of poverty, creating a community where everyone can thrive; and

WHEREAS, Community Action provides hope, help and change to more than 30,000 individuals each year, supporting low-income households as they develop their abilities to be self-sufficient; and

WHEREAS, Community Action understands that it is only through strong collaborations that we can achieve success for families, and therefore serves as catalyst for change through its many public and private partnerships; and

WHEREAS, Community Action will continue to be a leader in helping our community address issues of poverty, even as the region and the issues we face evolve;

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

The week of October 11-17, 2015 is designated as Community Action Week in the City of Tualatin in special recognition of the hard work and dedication of Community Action's board, volunteers, and staff, and in recognition of the resilience of the thousands of clients who have created better lives for themselves and their families with the support of Community Action, and in honor of the 50th Anniversary of Community Action.

INTRODUCED AND ADOPTED this 14th day of September, 2015.

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: Nicole Morris, Deputy City Recorder

DATE: 09/14/2015

SUBJECT: Consideration of Approval of the Minutes for the City Council Work Session and Regular Meeting of August 24, 2015

ISSUE BEFORE THE COUNCIL:

The issue before the Council is to approve the minutes for the City Council Work Session and Regular Meeting of August 24, 2015.

RECOMMENDATION:

Staff respectfully recommends that the Council adopt the attached minutes.

Attachments: [City Council Work Session Minutes of August 24, 2015](#)
[City Council Regular Meeting Minutes of August 24, 2015](#)



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

Absent: Councilor Wade Brooksby

Staff Present: City Manager Sherilyn Lombos; City Attorney Sean Brady; Police Chief Kent Barker; Deputy City Manager Sara Singer; Planning Manager Aquilla Hurd-Ravich; Deputy City Recorder Nicole Morris; Information Services Manager Lance Harris; Economic Development Manager Ben Bryant; Assistant City Manager Alice Cannon; Management Analyst II Zoe Monahan; Public Works Director Jerry Postema

CALL TO ORDER

Mayor Ogden called the meeting to order at 5:05 p.m.

1. ***Basalt Creek Concept Plan Briefing.***

Assistant City Manager Alice Cannon and Planning Manager Aquilla Hurd-Ravich briefed the Council on the Basalt Creek Concept Plan project updates. Manager Hurd-Ravich presented boundary option three and preliminary analysis results for consideration. Key points from the last joint meeting with Wilsonville were recapped. It was noted boundary option three was created in response to the feedback from the meeting. Boundary option three was presented and transition areas along the boundary for buffering were highlighted. The next steps for decisions regarding the new boundary will occur at the next joint meeting on September 8. Future decision points for the fall include the refinement of preferred land use alternatives followed by open houses and the preparation of the draft Basalt Creek Concept Plan.

Manager Hurd-Ravich presented additional information including three boundary options total developable acres, land use mixes, total number of jobs and households, total trips, assessed value at buildout, and annual property tax at buildout. The consultant team summary was briefly reviewed.

Councilor Truax referenced a letter sent from Mr. Cross. He asked about Mr. Cross's concerns regarding his properties being split between cities. Manager Hurd-Ravich stated Mr. Cross's properties are located solely in Wilsonville. Manager Cannon noted boundary option three does not split any property lines.

Manager Hurd-Ravich recapped the difference between the three boundary options.

Mayor Ogden stated he did not believe the mix of residential and industrial in this option is a good value for the people who live in Tualatin. This mix creates more trips in turn creating more congestion. He understands the need for residential capacity but does not believe it should be done at the exclusivity of other options. His

recommendation would be to move the boundary line further down to accommodate for job producing land options creating a more balanced growth option.

Councilor Grimes entered the meeting at 5:33 p.m

Councilor Bubenik would like to see more land in this option converted to light industrial.

Council President Beikman expressed dissatisfaction with boundary option three. She stated boundary option three removes all industrial land and converts it to residential leaving no room for job growth.

Councilor Bubenik added he does not feel option three is equitable or balanced equally.

Councilor Davis stated boundary option 3 gives Wilsonville everything they wanted while excluding Tualatin's requests. She believes the road should be placed further to the south as its current placement is limiting everyone's options. She added the road should be placed outside of residential and wetland areas.

Council President Beikman wants to ensure Tualatin is given the proper amount of land to buffer the transition between residential and industrial.

Assistant City Manager Cannon asked if it was Council's desire to see the road dropped down to Tonquin Road. Councilor Davis stated it would be the natural decision for citizens to understand the boundary.

Councilor Grimes asked if moving the boundary to Tonquin Road would split property lines. Manager Hurd-Ravich stated she did not believe it would split any property lines.

Mayor Ogden referenced the land suitability map that was presented at a previous meeting. He stated he would like to see the boundary drawn based upon that map.

Manager Cannon stated staff is getting close to the end of the budget for this project so it is important to find resolution to this plan relatively soon.

2. *Election Ordinance Discussion.*

Councilor Brooksby was phoned into the meeting.

Councilor Davis stated Councilor Bubenik and herself would like to correct what they feel was a lack of public comment allotted for Ordinance No. 1381-15. They are requesting an additional public comment period be opened to allow citizens to make further public comment.

Councilor Bubenik stated the extended citizen comment period would be a time where citizens could make suggestions to Council regarding the ordinance. After the comment period then Council could then consider potential amendments if appropriate.

Mayor Ogden stated he feels only those who feel negatively toward the ordinance

would come to voice their concerns and not those who are in favor, since it has already passed.

Councilor Davis stated the comment period would be to receive feedback on both sides of the ordinance.

Councilor Bubenik stated the comment period would give citizens who did not have a opportunity to voice their a opinion a chance to.

Mayor Ogden asked the Council if a majority of the Council is considering proposing changes to the ordinance.

Council President Beikman stated a comment period would not change her opinion on the ordinance and she is not considering any changes at this time.

Councilor Brooksby stated an additional comment period would not change his decision. He believes the regulations set forth in the ordinance are fair.

Councilor Bubenik reminded the Council they revisit ordinances often to make changes and he would like to see that happen in this case.

Councilor Truax stated he has not heard any arguments that would compel him to make changes to the ordinance. He would like to see the current ordinance have more time to run its course before making changes.

Council consensus was to not proceed with an additional comment period.

3. *Marijuana Update.*

City Manager Lombos presented an update on local regulations on marijuana. She stated the 2015 legislative session passed four laws relating to medical and recreational marijuana. Changes were highlighted from the League of Oregon Cities "Frequently Asked Questions" handout. It was noted that House Bill (HB) 3400 put regulations into place that allows local jurisdictions to ban six of the seven recognized marijuana activities by the state. City Manager Lombos spoke to the process in which local jurisdictions would have to go through to complete the ban. She noted that a ban would exempt the city from receiving state tax revenues. HB 3400 also allows the city to impose a three percent tax on the retail sales of marijuana.

Councilor Bubenik asked if the City had to amend the current city tax of five percent on recreational marijuana. City Attorney Brady stated it is a open ended discussion right now but to avoid litigation it would be best to send the tax through to the voters.

Council President Beikman stated she is interested in a bringing forward a ordinance to refer to the voters in November 2016 that would ban the 6 uses based on HB 3400.

Mayor Ogden added that proposing such a ordinance would extended the current moratorium the Council had in place until the election.

Councilor Bubenik stated he is not interested in referring an item to the voters as the Council has already put very restrictive regulations in place that make it difficult to

occupy a recreational facility in Tualatin.

Councilor Grimes would be interested in a referral and having more public input on the topic.

Councilor Davis is not interested in referring a ban as she would like the City to be able to collect the state tax to help support police services.

Councilor Brooksby would only be interested in considering a ban for a short time while the Council took time to make a decision.

Council consensus was reached to schedule a work session to further discuss the idea of referring a ban.

4. *Refreshing Tualatin's Image.*

Deputy City Manager Sara Singer presented an update on city communications. A timeline of city communications was reviewed. The city newsletter is currently mailed to over 13,000 households, 11 times a year. The newsletter is one of the most popular forms of communication to Tualatin residents. A mood board was presented based on internal feedback about the message that is being conveyed to the community. The mood board stated the image should be warm, friendly, engaging and playful while focusing on nature and the outdoors. The mood board will be used to set the tone for the future newsletter design and other city communications. Deputy City Manager Singer stated the City's current website platform is in need of updates to improve performance. This will provide an opportunity to address site performance improvements, aesthetics and layout, consistent branding, and content clean-up. This update will not be a total website redesign. The new mood board will also be a starting point for the overall brand of printed materials. New templates will be created for items such as the Get Out Guide, flyers, postcards, brochures, and many more communication tools.

Deputy City Manager Singer covered the City's online engagement activities. The City currently uses Facebook, Twitter, YouTube, and Instagram. Analytics for Facebook and Twitter with comparisons to other cities were presented. The Tualatin Town Hall site is being upgraded and City staff will be trained on how to use this site for future city projects. Future communication tools being researched include a citywide app, increasing our social media audience and engagement, and a e-newsletter.

Councilor Grimes asked if the city logo would be updated. Deputy City Manager Singer stated this update will not include a new logo.

5. *Council Meeting Agenda Review, Communications & Roundtable.*

Mayor Ogden stated at the September 14 work session staff will be presenting a SW Corridor update. He has had conversations with TriMet staff based on the analysis that has been completed and it was determined that the cost of providing light rail or bus rapid transit to a station in downtown Tualatin would cost more than is feasible to fund. In future conversations with the steering committee he will tell them to not continue studying this location as the funding is not available.

ADJOURNMENT

The work session adjourned at 6:58 p.m.

Sherilyn Lombos, City Manager

_____ / Nicole Morris, Recording Secretary

_____ / Lou Ogden, Mayor



OFFICIAL MINUTES OF THE TUALATIN CITY COUNCIL MEETING FOR AUGUST 24, 2015

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

Absent: Councilor Wade Brooksby

Staff Present: City Manager Sherilyn Lombos; City Attorney Sean Brady; Police Chief Kent Barker; Community Services Director Paul Hennon; Deputy City Manager Sara Singer; Planning Manager Aquilla Hurd-Ravich; Deputy City Recorder Nicole Morris; Information Services Manager Lance Harris; Assistant City Manager Alice Cannon; Management Analyst II Kelsey Lewis; City Engineer Jeff Fuchs; Project Engineer Dominique Huffman

A. CALL TO ORDER

Pledge of Allegiance

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

B. ANNOUNCEMENTS

1. New Employee Introduction- Dominique Huffman, Project Engineer

Assistant City Manager Alice Cannon introduced Project Engineer Dominique Huffman. The Council welcomed her.

2. America's Best Community Grant Update

Deputy City Manager Sara Singer, Candice Kelly, and Linda Moholt presented an update on the America's Best Community (ABC) grant. Deputy City Manager Singer shared the community engagement strategy for the grant. The vision and strategy were recapped including short and long term goals and potential challenges for the community moving forward. The next ABC Communities Partner event will be held on September 17, 6 pm, at Hayden's Lakefront Grill. The meeting will cover an overview of the Community Revitalization Plan and gather input from participants on mobile maker space alternatives, engaging the business community, and serving the underserved population of Tualatin. If citizens are unable to make the meeting surveys will be distributed to receive feedback.

Ms. Kelly encouraged all citizens to become engaged in this process by liking Tualatin ABC on Facebook and Twitter.

Ms. Moholt stated the Chamber supports this project as work force is one of the

biggest concerns for employers in our area. She also noted the additional meeting space this future facility could provide is greatly needed in the community.

Deputy City Manager Singer stated citizens and community partners exceeded the fundraising goal raising over \$19,000. The prize for reaching this goal from Frontier is \$35,000 with a fundraising match from Intel of an additional \$15,000.

Mayor Ogden presented a check to the Tualatin ABC group from City County Insurance Services on his behalf.

C. CITIZEN COMMENTS

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

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

Other: Councilor Wade Brooksby (Absent)

MOTION CARRIED

1. Consideration of Approval of the Minutes for the City Council Regular Meeting of July 27, 2015
2. Consideration of Recommendations from the Council Committee on Advisory Appointments
3. Consideration of Resolution No. 5247-15 Authorizing the City Manager to Execute a Revocable Permit to Allow Construction of a Fence in Right-Of-Way for SW Alabama Street.
4. Consideration of Approval of a New Liquor License Application for Dotty's #13
5. Consideration of Approval of a New Liquor License Application for Covey Ridge Winery dba Woven Wineworks
6. Consideration of Approval of a New Liquor License Application for Big Eddy Tap House

E. SPECIAL REPORTS

1. 2014-15 Annual Report of the Tualatin Arts Advisory Committee (TAAC)

Program Coordinator Kelsey Lewis and Tualatin Arts Advisory Committee (TAAC) Chair Buck Braden presented the annual report for the committee. Mr. Braden explained the goal of the committee is to stimulate private and public support for programs and activities in the arts, encourage greater opportunities for recognition of arts in Tualatin, and strive to ensure excellence in the public arts collection. He covered events and activities throughout the past year including ArtSplash, Concerts on the Commons, ArtWalk, and the Visual Chronicle. He spoke to partnerships in support of the arts in the community and contributions to other arts programs made by TAAC. The committee strives to ensure excellence in the public arts collection by administering the collections management program, exploring percent for the art program, and expanding the public art plan. Mr. Braden presented the TAAC action plan for 2015-16 including the continuation of producing art events and programs, improvements to the Lazy River sculpture, supporting gateway artwork, and incorporating the Public Art Plan into the Parks and Recreation Master Plan Update.

Councilor Bubenik thanked Management Analyst Lewis for her work with the committee. He also thanked Committee Chair Braden and the entire committee for their passion and dedication to art in Tualatin.

Mayor Ogden thanked the committee for their hard work and dedication to the City over the past year.

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

Mayor Ogden asked Economic Development Manager Ben Bryant to come forward. He thanked him for his service to the City of Tualatin and wished him well in his new position as Deputy City Manager with the City of Happy Valley.

H. ADJOURNMENT

Mayor Ogden adjourned the meeting at 7:36 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, City Manager

FROM: Nicole Morris, Deputy City Recorder

DATE: 09/14/2015

SUBJECT: Consideration of Approval of a New Liquor License Application for Industry

ISSUE BEFORE THE COUNCIL:

The issue before the Council is to approve a new liquor license application for Industry.

RECOMMENDATION:

Staff respectfully recommends that the Council approve endorsement of the liquor license application for Industry.

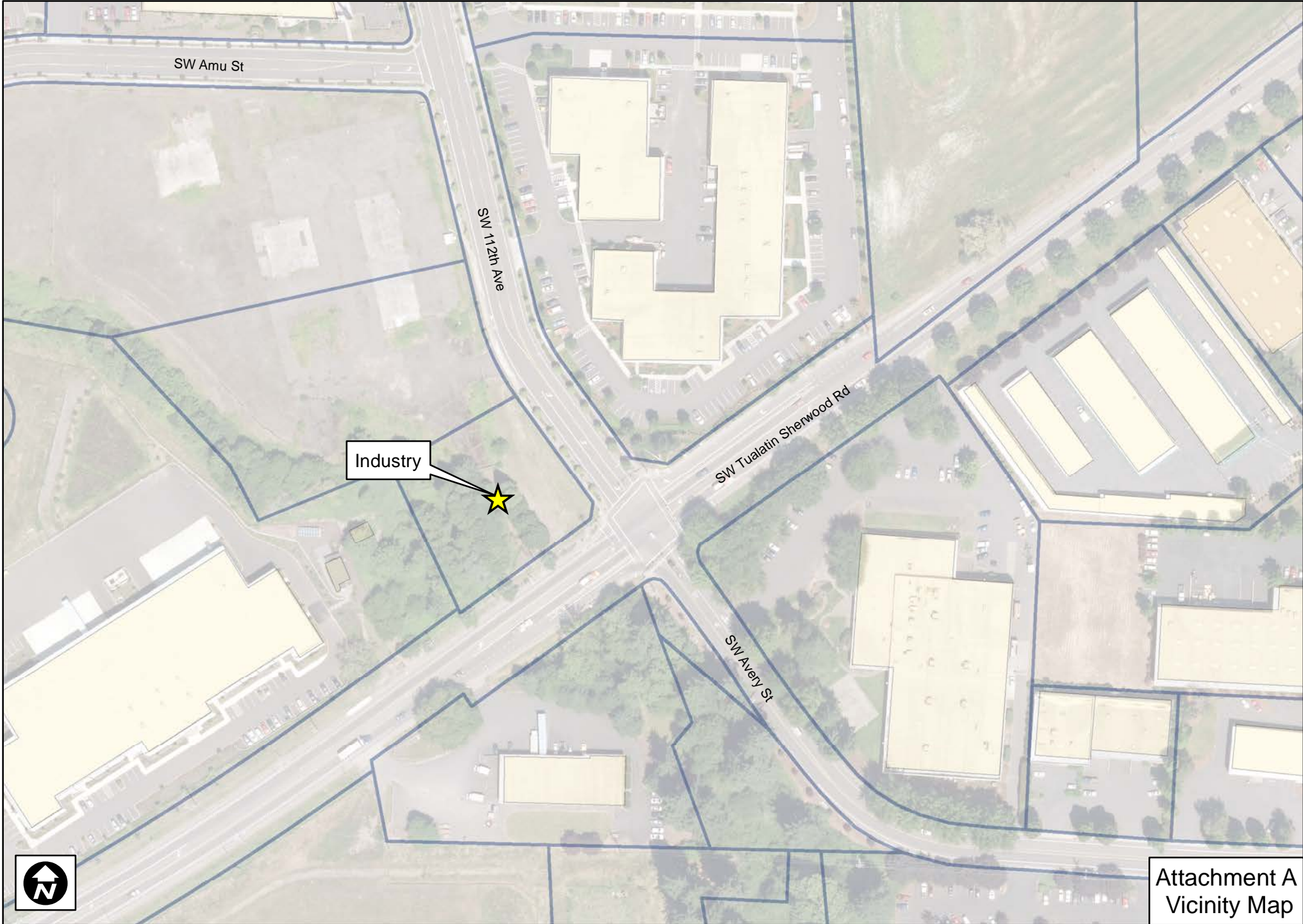
EXECUTIVE SUMMARY:

Industry has submitted a new liquor license application under the category of full on-premises. This would permit them to sell and serve distilled spirits, malt beverages, wine, and cider for consumption at their location. They would also be permitted to sell malt beverages for off-site consumption in securely covered containers provided by the customer. The business is located at 20185 SW 112th. The application is in accordance with provisions of Ordinance No.680-85 which established a procedure for review of liquor licenses by the Council. Applicants are required to fill out a City application form, from which a review by the Police Department is conducted, according to standards and criteria established in Section 6 of the ordinance. The Police Department has reviewed the new liquor license application and recommended approval. According to the provisions of Section 5 of Ordinance No. 680-85 a member of the Council or the public may request a public hearing on any of the liquor license requests. If such a public hearing request is made, a hearing will be scheduled and held on the license. It is important that any request for such a hearing include reasons for said hearing.

FINANCIAL IMPLICATIONS:

A fee has been paid by the applicant.

Attachments: [Attachment A - Vicinity Map](#)
[Attachment B- License Types](#)
[Attachment C- Application](#)



Industry

OREGON LIQUOR CONTROL COMMISSION

LICENSE TYPES

FULL ON-PREMISES SALES

- **Commercial Establishment**
Sell and serve distilled spirits, malt beverages, wine, and cider for consumption at that location (*this is the license that most “full-service” restaurants obtain*). Sell malt beverages for off-site consumption in securely covered containers provided by the customer. Food service required. Must purchase distilled liquor **only** from an Oregon liquor store, or from another Full On- Premises Sales licensee who has purchased the distilled liquor from an Oregon liquor store.
- **Caterer**
Allows the sale of distilled spirits, malt beverages, wine, and cider by the drink to individuals at off-site catered events. Food service required.
- **Passenger Carrier**
An airline, railroad, or tour boat may sell and serve distilled spirits, malt beverages, wine, and cider for consumption on the licensed premises. Food service required.
- **Other Public Location**
Sell and serve distilled spirits, malt beverages, wine, and cider for consumption at that location, where the predominant activity is not eating or drinking (for example an auditorium; music, dance, or performing arts facility; banquet or special event facility; lodging fairground; sports stadium; art gallery; or a convention, exhibition, or community center). Food service required.
- **Private Club**
Sell and serve distilled spirits, malt beverages, wine, and cider for consumption at that location, but only for members and guests. Food service required.

LIMITED ON-PREMISES SALES

Sell and serve malt beverages, wine, and cider for onsite consumption. Allows the sale of malt beverages in containers (kegs) for off-site consumption. Sell malt beverages for off-site consumption in securely covered containers provided by the customer.

OFF-PREMISES SALES

Sell factory-sealed containers of malt beverages, wine, and cider at retail to individuals in Oregon for consumption off the licensed premises. Eligible to provide sample tastings of malt beverages, wine, and cider for consumption on the premises. Eligible to ship manufacturer-sealed containers of malt beverages, wine, or cider directly to an Oregon resident.

BREWERY PUBLIC HOUSE

Make and sell malt beverages. Import malt beverages into and export from Oregon. Distribute malt beverages directly to retail and wholesale licensees in Oregon. Sell malt beverages made at the business to individuals for consumption on or off-site.

WINERY

Must principally produce wine or cider in Oregon. Manufacture, store, and export wine and cider. Import wine or cider *If bottled, the brand of wine or cider must be owned by the licensee*. Sell wine and cider to wholesale and retail licensees in Oregon. Sell malt beverages, wine, and cider to individuals in Oregon for consumption on or off-site.



CITY OF TUALATIN
LIQUOR LICENSE APPLICATION

receipt No. 894629
8/17/15
Wade
CASH

Date 8-17-15

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

SECTION 1: TYPE OF APPLICATION

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

SECTION 2: DESCRIPTION OF BUSINESS

Name of business (dba): Industry
Business address 20185 S.W. 112th City Tualatin State OR Zip Code 97062
Mailing address 13340 Goodall Rd City Lake Oswego State OR Zip Code 97034
Telephone # 503 869 5713 Fax #
Name(s) of business manager(s) First Douglas Middle John Last Lee
Date of birth Social Security # ODL# M F
Home address City State OR Zip Code
Type of business Restaurant
Type of food served Tapas
Type of entertainment (dancing, live music, exotic dancers, etc.)
Days and hours of operation 11 AM - 11 PM
Food service hours: Breakfast down the road Lunch 11 AM Dinner 5 PM
Restaurant seating capacity 120 Outside or patio seating capacity 50-70
How late will you have outside seating? 11 PM How late will you sell alcohol? 11 PM

How many full-time employees do you have? 12 Part-time employees? 30

SECTION 3: DESCRIPTION OF LIQUOR LICENSE

Name of Individual, Partnership, Corporation, LLC, or Other applicants Industry Inc.

Type of liquor license (refer to OLCC form) full on

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

INDIVIDUAL: If this box is checked, provide full name, date of birth, and residence address.
Full name _____ Date of birth _____
Residence address _____

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

CORPORATION: If this box is checked, complete (a) through (c).
(a) Name and business address of registered agent.
Full name Industry
Business address 13340 Cordall Rd Lake Oswego OR 97034

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

(c) Are there more than 35 shareholders of this corporation? Yes X No. If 35 or fewer shareholders, identify the corporation's president, treasurer, and secretary by full name, date of birth, and residence address.
Full name of president: Douglas John Lee Date of birth: [REDACTED]
Residence address: [REDACTED]
Full name of treasurer: Wendy Warner Lee Date of birth: [REDACTED]
Residence address: [REDACTED]
Full name of secretary: Avery Lee Houser Date of birth: [REDACTED]
Residence address: [REDACTED]

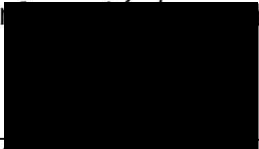
LIMITED LIABILITY COMPANY: If this box is checked, provide full name, date of birth, and residence address of each member. If there are more than two members, use additional pages to complete this question. If members are not individuals, also provide for each member a description of the member's legal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

Full name: _____ Date of birth: _____
Residence address: _____

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

SECTION 4: APPLICANT SIGNATURE

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

 _____ Date 8-17-15

For City Use Only

Sources Checked:


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

Number of alcohol-related incidents during past year for location.
 Number of Tualatin arrest/suspect contacts for _____

It is recommended that this application be:

Granted
 Denied

Cause of unfavorable recommendation: _____

 _____ Date 8/24/15

Kent W. Barker
Chief of Police
Tualatin Police Department



STAFF REPORT

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos

FROM: Nicole Morris, Deputy City Recorder

DATE: 09/14/2015

SUBJECT: Consideration of Approval of a New Liquor License Application for Sushi Train

ISSUE BEFORE THE COUNCIL:

The issue before the Council is to approve a new liquor license application for Sushi Train.

RECOMMENDATION:

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

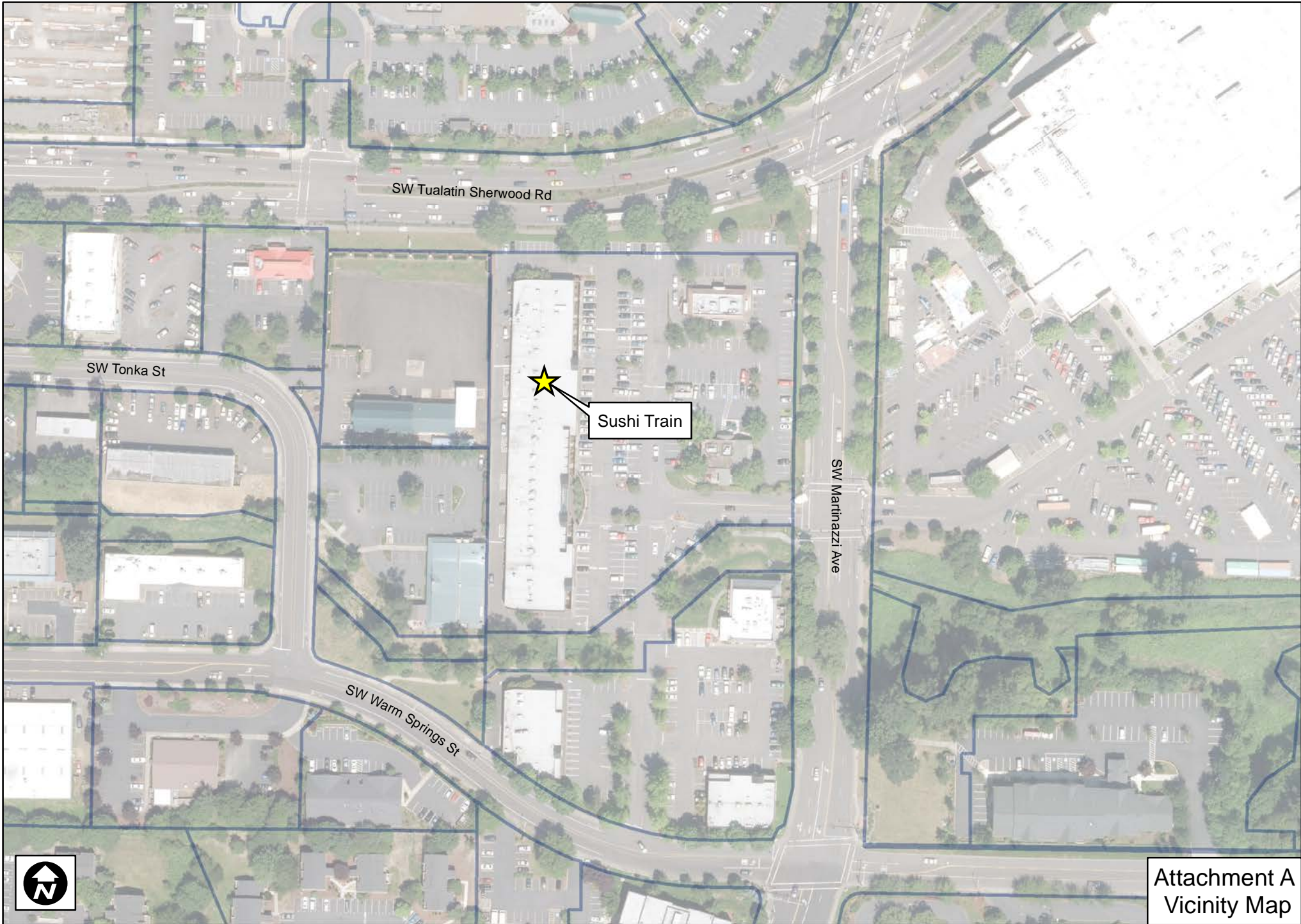
EXECUTIVE SUMMARY:

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

FINANCIAL IMPLICATIONS:

A fee has been paid by the applicant.

Attachments: [Attachment A - Vicinity Map](#)
[Attachment B- License Types](#)
[Attachment C- Application](#)



OREGON LIQUOR CONTROL COMMISSION

LICENSE TYPES

FULL ON-PREMISES SALES

- **Commercial Establishment**
Sell and serve distilled spirits, malt beverages, wine, and cider for consumption at that location (*this is the license that most "full-service" restaurants obtain*). Sell malt beverages for off-site consumption in securely covered containers provided by the customer. Food service required. Must purchase distilled liquor **only** from an Oregon liquor store, or from another Full On- Premises Sales licensee who has purchased the distilled liquor from an Oregon liquor store.
- **Caterer**
Allows the sale of distilled spirits, malt beverages, wine, and cider by the drink to individuals at off-site catered events. Food service required.
- **Passenger Carrier**
An airline, railroad, or tour boat may sell and serve distilled spirits, malt beverages, wine, and cider for consumption on the licensed premises. Food service required.
- **Other Public Location**
Sell and serve distilled spirits, malt beverages, wine, and cider for consumption at that location, where the predominant activity is not eating or drinking (for example an auditorium; music, dance, or performing arts facility; banquet or special event facility; lodging fairground; sports stadium; art gallery; or a convention, exhibition, or community center). Food service required.
- **Private Club**
Sell and serve distilled spirits, malt beverages, wine, and cider for consumption at that location, but only for members and guests. Food service required.

LIMITED ON-PREMISES SALES

Sell and serve malt beverages, wine, and cider for onsite consumption. Allows the sale of malt beverages in containers (kegs) for off-site consumption. Sell malt beverages for off-site consumption in securely covered containers provided by the customer.

OFF-PREMISES SALES

Sell factory-sealed containers of malt beverages, wine, and cider at retail to individuals in Oregon for consumption off the licensed premises. Eligible to provide sample tastings of malt beverages, wine, and cider for consumption on the premises. Eligible to ship manufacturer-sealed containers of malt beverages, wine, or cider directly to an Oregon resident.

BREWERY PUBLIC HOUSE

Make and sell malt beverages. Import malt beverages into and export from Oregon. Distribute malt beverages directly to retail and wholesale licensees in Oregon. Sell malt beverages made at the business to individuals for consumption on or off-site.

WINERY

Must principally produce wine or cider in Oregon. Manufacture, store, and export wine and cider. Import wine or cider *If bottled, the brand of wine or cider must be owned by the licensee*. Sell wine and cider to wholesale and retail licensees in Oregon. Sell malt beverages, wine, and cider to individuals in Oregon for consumption on or off-site.



CITY OF TUALATIN

LIQUOR LICENSE APPLICATION

Date 8-14-2015

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

SECTION 1: TYPE OF APPLICATION

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

SECTION 2: DESCRIPTION OF BUSINESS

Name of business (dba): Sushi Train

Business address 1939 SW Martinez City Tualatin State OR Zip Code 97062

Mailing address same City _____ State _____ Zip Code _____

Telephone # 503-691-6140 Fax # ✓

Name(s) of business manager(s) First Sunwhan Middle _____ Last Park Song

Date of birth _____ Social Security # _____ ODL# _____ M (B)V

Home address _____ State OR Zip Code _____
(attach additional pages if necessary)

Type of business Restaurant

Type of food served Japanese

Type of entertainment (dancing, live music, exotic dancers, etc.) No.

Days and hours of operation 10:00 - 8:30 Mon ~ Sat

Food service hours: Breakfast _____ Lunch ✓ Dinner ✓

Restaurant seating capacity 46 Outside or patio seating capacity No.

How late will you have outside seating? 8:30 How late will you sell alcohol? 8:30 PM

How many full-time employees do you have? 3 Part-time employees? 3

SECTION 3: DESCRIPTION OF LIQUOR LICENSE

Name of Individual, Partnership, Corporation, LLC or Other applicants _____
Sunkysurf LLC

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

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

INDIVIDUAL: If this box is checked, provide full name, date of birth, and residence address.
Full name _____ Date of birth _____
Residence address _____

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

CORPORATION: If this box is checked, complete (a) through (c).
(a) Name and business address of registered agent.
Full name _____
Business address _____

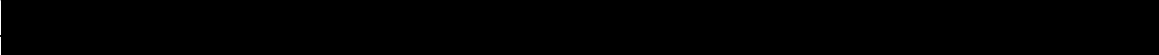
(b) Does any shareholder own more than 50% of the outstanding shares of the corporation? If yes, provide the shareholder's full name, date of birth, and residence address.
Full name _____ Date of birth _____
Residence address _____

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

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

Full name: KyungJa Lee

Date of birth: 

Residence address: 

OTHER: If this box is checked, the applicant shall list with reasonable particularity every entity with an interest in the liquor license.

SECTION 4: APPLICANT SIGNATURE

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

 _____ Date 08-14-2015

Signature of Applicant

Date

For City Use Only

Sources Checked:

DMV by BSP LEDS by BSP TuPD Records by BSP

Public Records by BSP

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

Number of Tualatin arrest/suspect contacts for _____

It is recommended that this application be:

Granted

Denied

Cause of unfavorable recommendation: _____



8/25/15
Date

Kent W. Barker
Chief of Police
Tualatin Police Department



STAFF REPORT

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

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

DATE: 09/14/2015

SUBJECT: Consideration of **Resolution No. 5249-15** Authorizing Application and Acceptance of a Community Development Block Grant to Design and Renovate the Kitchen at the Juanita Pohl Center

ISSUE BEFORE THE COUNCIL:

Council will consider authorizing staff to submit an application and if awarded, accept a Community Development Block Grant (CDBG) to design and renovate the kitchen at the Juanita Pohl Center.

RECOMMENDATION:

Staff recommends adoption of the attached resolution authorizing application and acceptance.

EXECUTIVE SUMMARY:

The Washington County Office of Community Development is accepting proposals for the Community Development Block Grant Program 2016-17 funding cycle. The City of Tualatin can benefit from this grant program. A Council resolution authorizing an application for Community Development Block Grant funds is required to submit an application.

If Council approves the submittal of the grant application, and the City's project is selected for funding, it would allow for kitchen design and renovation at the Juanita Pohl Center.

The Juanita Pohl Center provides nutritional meals to vulnerable older adults. The Center opened in 1982 and much of the equipment is original and is in need of replacement. Proposed improvements include items such as cooking equipment, food storage equipment and food preparation counters. This project would provide higher food safety standards, improve access and function, and comply with current health and energy efficiency standards.

The Meals on Wheels People serve meals at the center and delivers meals to home bound older adults in Tualatin. As the primary user of the kitchen facility, this project would greatly benefit Meals on Wheels People's mission and they support the project. The Juanita Pohl Center Advisory Committee and Tualatin Parks Advisory Committee also support the proposed application for a Community Development Block Grant.

The tentative schedule established by the Washington County Policy Advisory Board (PAB) for the CDBG application process is as follows:

- Grant applications due, October 2, 2015
- Sponsor presentations, January 2016
- PAB approves list of projects, February 2016
- PAB approves Draft Action Plan and Consolidated Plan, April 2016
- Board of Commissioners approves Action Plan and Consolidated Plan, May 2016
- Projects Funded and Design Process Begins, July 1, 2016
- Projects Completed, June 30, 2017

FINANCIAL IMPLICATIONS:

Staff and a consultant are currently developing costs and budget for the work which will include design services, consultant fees and renovation costs. The City will provide an in-kind match of staff time if the CDBG proposal is accepted.

Attachments: A. Resolution 5249-15

RESOLUTION NO. 5249-15

A RESOLUTION AUTHORIZING APPLICATION AND ACCEPTANCE OF A COMMUNITY DEVELOPMENT BLOCK GRANT TO DESIGN AND RENOVATE THE KITCHEN AT THE JUANITA POHL CENTER

WHEREAS, the Washington County Office of Community Development is accepting proposals for the Community Development Block Grant Program 2016-2017 funding cycle; and

WHEREAS, the City of Tualatin desires to participate in this funding program to the greatest extent possible as a means of improving food programs at the Juanita Pohl Center for the benefit of the Tualatin area income-qualified population; and

WHEREAS, the City Council has identified enhancing the quality of life and ensuring that people are healthy, active and safe in the community as priorities in the City Council 2020 Vision; and

WHEREAS, this project will improve energy efficiency and comply with current health requirements.

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

Section 1. The City Manager is authorized to apply for, and if awarded, accept Community Development Block Grant funding from the Washington County Office of Community Development to design and renovate the kitchen at the Juanita Pohl Center.

Section 2. The City Manager is authorized to execute any and all documents related to the grant application and to effectuate the award.

Section 3. This resolution is effective upon adoption.

INTRODUCED AND ADOPTED this 14th day of September, 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: Kent Barker, Chief of Police

FROM: Merab Smith, Office Coordinator

DATE: 09/14/2015

SUBJECT: Consideration of **Resolution No. 5250-15** Authorizing an Intergovernmental Agreement among the Tri-County Metropolitan Transportation District of Oregon, the City of Portland and the City of Tualatin for Transit Police Services

ISSUE BEFORE THE COUNCIL:

Consideration of approving an Intergovernmental Agreement with the Tri-County Metropolitan Transportation District of Oregon, the City of Portland and the City of Tualatin for continued Transit Police Services.

RECOMMENDATION:

Staff recommends Council to approve the attached resolution.

EXECUTIVE SUMMARY:

Since 2010, the parties have established a successful Westside TriMet Transit Police community policing program to expand and enhance safety and security on the transit system and Westside MAX. The parties desire to enter into this Agreement to provide for the continued community policing program focus as well as to enhance deployment opportunities across the transit system.

The initial term of this Agreement shall be from September 29, 2015 through June 30, 2016. Thereafter, this Agreement will automatically renew for four successive one-year terms (July 1 through June 30) commencing on July 1, 2016, unless terminated sooner under the terms of this Agreement.

The Intergovernmental Agreement is consistent with Section 47 of the Charter relating to Public Rail Transit Systems. The Intergovernmental Agreement is executed for the purpose of responding to or preventing public safety concerns.

FINANCIAL IMPLICATIONS:

RESOLUTION NO. 5250-15

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON (TRIMET), THE CITY OF PORTLAND, AND THE CITY OF TUALATIN FOR TRANSIT POLICE SERVICES

WHEREAS, ORS 190.110 et seq., authorizes the City to enter into Intergovernmental Agreements with other government entities; and

WHEREAS, since 2010, the parties have established a successful Westside TriMet Transit Police community policing program to expand and enhance safety and security; and

WHEREAS, the parties wish to continue the success of the policing program;

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 attached Intergovernmental Agreement (IGA) between the Tri-County Metropolitan Transportation District (TriMet), the City of Portland, and the City for transit police services. The City Manager is further authorized to make any administrative amendments to the IGA and any cost adjustments that do not exceed 10% of the original amount contained in the IGA.

Section 2. This resolution is affective upon adoption.

Adopted by the City Council this 14TH Day of September, 2015.

CITY OF TUALATIN, OREGON

BY _____
Mayor

APPROVED AS TO FORM

ATTEST:

BY _____
City Attorney

BY _____
City Recorder

**INTERGOVERNMENTAL AGREEMENT
AMONG THE TRI-COUNTY METROPOLITAN TRANSPORTATION
DISTRICT OF OREGON, THE CITY OF PORTLAND AND THE CITY OF TUALATIN FOR
TRANSIT POLICE SERVICES
Contract No. GS150822LG**

This Agreement is entered into among the Tri-County Metropolitan Transportation District of Oregon (TriMet), the City of Portland (Portland) and the City of Tualatin, pursuant to authority granted in ORS Chapter 190.

RECITALS

1. Since 2010, the parties have established a successful Westside TriMet Transit Police community policing program to expand and enhance safety and security on the transit system and Westside MAX.
2. The parties desire to enter into this Agreement to provide for the continued community policing program focus as well as to enhance deployment opportunities across the transit system.

AGREEMENT

The parties agree as follows:

1. **TERM:** The initial term of this Agreement shall be from September 29, 2015 through June 30, 2016. Thereafter, this Agreement will automatically renew for four successive one-year terms (July 1 through June 30) commencing on July 1, 2016, unless terminated sooner under the terms of this Agreement.
2. **RESPONSIBILITIES OF PARTIES:** See attached Exhibit A and Exhibits 1 through 5.
3. **TERMINATION:**
 - a. Any party may terminate this Agreement for its convenience and without penalty by giving the other parties thirty (30) days written notice of its intention to terminate.
 - b. If TriMet is unable to appropriate sufficient monies to pay the City of Tualatin for their services under this Agreement, TriMet must notify the City of Tualatin and Portland and this Agreement shall automatically terminate as of the end of the last fiscal year for which such appropriations are available.
 - c. In addition to the rights afforded under subparagraphs (a) and (b) above, this Agreement may be terminated by a party as a result of a material breach of an obligation by another party to this Agreement as provided by law or in equity. Prior to such a termination, the terminating party must provide the other parties with thirty (30) calendar days written notice of the material breach, including a detailed explanation of the breach during which period the breaching party may cure the material breach (“Cure Period”). If at the end of the Cure Period the breaching party has not cured the default, the terminating

party may terminate this Agreement for default and pursue any available legal or equitable remedies.

- d. Any obligations arising prior to the date of termination survive the termination, including any obligation to defend, indemnify and hold harmless any other jurisdiction.

4. INDEMNIFICATION:

Portland and the City of Tualatin will be responsible for the work of the officers assigned to the TriMet Transit Police Division.

Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the City of Tualatin shall indemnify, defend and hold harmless TriMet and Portland from and against all liability, loss, and costs arising out of or resulting from the acts of the City of Tualatin, its officers, employees, and agents in the performance of this Agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, TriMet shall indemnify, defend, and hold harmless the City of Tualatin and Portland from and against all liability, loss, and costs arising out of or resulting from the acts of TriMet, its officers, employees, and agents in the performance of this Agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Portland shall indemnify, defend, and hold harmless the City of Tualatin and TriMet from and against all liability, loss, and costs arising out of or resulting from the acts of Portland, its officers, employees, and agents in the performance of this Agreement.

5. **INSURANCE:** Each party shall be responsible for providing workers' compensation insurance for their respective employees, as required by law, and may elect to commercially insure or self insure for any other liabilities assumed under this Agreement.
6. **ADHERENCE TO LAW:** Each party must comply with all federal, state, and local laws and ordinances applicable to this Agreement.
7. **ACCESS TO RECORDS:** Each party must have access to the books, documents, and other records of the other parties related to this Agreement for the purpose of examination, copying, and audit, unless otherwise limited by law.
8. **SUBCONTRACTOR AND ASSIGNMENT:** No party shall subcontract or assign any part of this Agreement without the written consent of the other parties.
9. **ATTORNEY FEES:** In the event a lawsuit is filed to obtain performance of any kind under this Agreement, the prevailing party is entitled to additional sums as the court may award for reasonable attorney fees, all costs, and disbursements, including attorney fees, costs, and disbursements on appeal.
10. **SEVERABILITY:** The parties agree that, if any term of this Agreement, is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms will not be affected.

11. **FEDERAL FUNDING:** This Agreement is funded in part by a U.S. Department of Homeland Security Grant Agreement between TriMet and the U.S. Department of Homeland Security. This Agreement is subject to all provisions prescribed for third-party contracts by that Grant Agreement as set forth in the attached and incorporated Exhibit A.
12. **ENTIRE AGREEMENT:** This Agreement as set forth herein incorporates by reference all of the terms and conditions of Exhibit A and the Exhibits 1 through 5 attached hereto which are made a part of this Agreement and constitutes the entire agreement among the parties. This Agreement may be modified or amended only by the written agreement of the parties.
13. **NOTICES:** The parties must send any notices, bills, invoices, reports, or other written communications required by this Agreement through the United States Mail, first-class postage paid, or personally delivered to the addresses below:

The parties have caused this Agreement to be executed by their duly appointed officers, authorized to bind the party for which they sign.

THE CITY OF TUALATIN
18880 SW Martinazzi Ave.
Tualatin, OR 97062

CITY OF PORTLAND
1211 SW 4th Ave.
Portland, OR 97204

TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT OF
OREGON (TRIMET)
4012 SE 17th Ave.
Portland, OR 97202

Lou Ogden
 Mayor

Charlie Hales
 Mayor

Harry Saporta
Executive Director, Safety, Security and
Environmental Services

 Date

 Date

 Date

Mary Hull Cabellero
 Auditor

 Date

Approved as to form:

 Legal Counsel

 Tracy Reeve, City Attorney

 TriMet Legal Counsel

 Date

 Date

 Date

Exhibits:

Exhibit A – U.S. Department of Homeland Security Grant Requirements

Exhibit 1 – Transit Police Division Administration & Operations

Exhibit 2 – Transit Police Division Staffing Letter

Exhibit 3 – Transit Police Division Personnel Operations (Westside Precinct)

Exhibit 4 – Transit Police Westside Precinct

Exhibit 5 – SOP A-20 Transit Police Standard Operating Procedure

EXHIBIT A

U.S. DEPARTMENT OF HOMELAND SECURITY GRANT REQUIREMENTS

As used below, the term “Contractor” shall mean the City of Tualatin.

I. DEFINITIONS

- A. Homeland Security Directive includes any Homeland Security circular, notice, order or guidance providing information about Homeland Security grants, programs, application processing procedures, and Project management, including grant requirements and guidelines.
- B. Government means the United States of America and any executive department or agency thereof.
- C. Homeland Security means the United States Department of Homeland Security (DHS) or its Office for Domestic Preparedness, and including but not limited to the Federal Emergency Management Agency (FEMA).
- D. Third Party Subcontract means a subcontract at any tier entered into by Contractor or a subcontractor, financed in whole or in part with Federal assistance originally derived from Homeland Security.

II. FEDERAL REQUIREMENTS

- A. Homeland Security requires that a grant recipient require that any contractor employed in completion of a DHS grant project comply with the applicable requirements of Title 2, Part 200 of the Code of Federal Regulations (C.F.R.), the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, , the terms and conditions of which are incorporated herein by reference. In addition, any such contractor shall require each of its subcontractors employed in the completion of the project to comply with the foregoing requirements
- B. Contractor shall at all times comply with all applicable terms, conditions, regulations, policies, procedures and Homeland Security Directives, including without limitation those listed directly or by reference in the financial assistance agreement between TriMet and the Homeland Security, as they may be amended or promulgated from time to time during the term of this Agreement, which shall be deemed to be incorporated herein. Contractor’s failure to so comply shall constitute a material breach of this Agreement. Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by Homeland Security. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- C. All Homeland Security mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act,

fail to perform any act, or refuse to comply with any requests which would cause TriMet to be in violation of the Homeland Security terms and conditions.

III. ACCESS TO RECORDS

- A. Contractor agrees to provide TriMet, Homeland Security, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions.
- B. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. Contractor agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than six years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date Contractor receives final payment under this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Contractor agrees to maintain same until TriMet, Homeland Security, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- D. Contractor agrees to include paragraphs A, B, and C above in each third party subcontract financed in whole or in part with Federal assistance provided by Homeland Security. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

IV. DEBARMENT AND SUSPENSION

This Agreement is a covered transaction for purposes of 2 CFR Part 200. As such, Contractor is required to verify that none of Contractor, its principals, as defined at 2 CFR Part 180, or affiliates, as defined at 2 CFR Part 180, are excluded or disqualified as defined therein. By signing this Agreement, Contractor makes a material representation of fact relied upon by TriMet that Contractor has complied with 2 CFR Part 180. If it is later determined that Contractor knowingly rendered an erroneous representation of compliance with 2 CFR 200, in addition to and without limitation of the remedies available to TriMet, the Federal Government may pursue any available remedies, including but not limited to suspension and/or debarment. In addition, Contractor is required to comply with 2 CFR Part 200 throughout the term of this Agreement, and must include the requirement to comply with 2 CFR Part 200 in any lower tier covered transaction it enters into.

V. NO FEDERAL GOVERNMENT OBLIGATIONS TO CONTRACTOR

- A. TriMet and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Government, the Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to TriMet, Contractor, or any other party (whether or not a party to that Agreement) pertaining to any matter resulting from the underlying Agreement.

- B. Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by Homeland Security. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

VI. CONTRACT WORK HOURS AND SAFETY STANDARDS (*applicable to non-construction contracts in excess of \$2,500 that employ laborers or mechanics*)

- A. **Compliance:** Contractor agrees that it shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-330) and 40 U.S.C. 3701-3708 as applicable, as amended and as supplemented by Department of Labor regulations (29 C.F.R. Part 5), which are incorporated herein.
- B. **Overtime:** No contractor or subcontractor contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- C. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause in Paragraph B of this section, Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph B of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph B of this section.
- D. **Withholding for unpaid wages and liquidated damages** – TriMet shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph C of this section.
- E. **Subcontracts** - The contractor or subcontractor shall include in any subcontracts the clauses set forth in paragraphs A through D of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this section.

VII. NOTICE OF REPORTING REQUIREMENTS

Contractor shall comply with the reporting requirements of Homeland Security stated in 2 CFR Part 200.328 , The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by Homeland Security. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

VIII. COPYRIGHTS

- A. Contractor agrees that Homeland Security shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:
 - 1. The copyright in any work developed with the assistance of funds provided under this Agreement;
 - 2. Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement.
- B. Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by Homeland Security. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

IX. PATENT RIGHTS

- A. General. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, TriMet and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the Homeland Security. Unless the Government later makes a contrary determination in writing, irrespective of the Contractor's status (large business, small business, state government or instrumentality, local government, nonprofit organization, institution of higher education, individual), TriMet and Contractor agree to take the necessary actions to provide, through Homeland Security, those rights in that invention due the Government in accordance with 44 CFR Part 13.36(i) (8).
- B. The Contractor also agrees to include paragraph A above in each third party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by Homeland Security.

X. ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub L. 94-163, 89 Stat.871). Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by Homeland Security. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

In addition, to the extent applicable, Contractor shall comply with the requirements of 2 CFR Part 200.322 regarding procurement of recovered materials.

XI. ENVIRONMENTAL REQUIREMENTS

- A. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. Contractor agrees to report each violation of these requirements to TriMet and understands and agrees that TriMet will, in turn, report each violation as required to assure notification to Homeland Security and the appropriate EPA regional office.
- B. Contractor agrees to comply with applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401, et seq. Contractor agrees to report each violation to TriMet and understands and agrees that TriMet will, in turn, report each violation as required to assure notification to Homeland Security and the appropriate EPA Regional Office.
- C. Contractor agrees to include the requirements at paragraphs A, B and C above in each third party subcontract exceeding \$150, 000 financed in whole or in part with Federal assistance provided by Homeland Security.

CERTIFICATION
REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The City of Tualatin certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any.

Executed this ____ day of _____, 20 ____

By: _____
Signature of Authorized Official

Title of Authorized Official

EXHIBIT 1

TRANSIT POLICE DIVISION ADMINISTRATION & OPERATIONS

1. SERVICE LEVEL

For the term of this Agreement, the City of Tualatin will provide one or more full-time officer(s) for assignment to the Transit Police Division (hereinafter Division), in such numbers and classifications as the parties mutually agree in writing, by letter among the City of Tualatin and Chief of Police, the Transit Police Division Commander, and TriMet's Executive Director - Safety, Security and Environmental Services (“Executive Director”), with such letter in the form set forth in Exhibit 2. If a vacancy of any of the agreed-upon number of officers is not filled within 90 days, the parties agree that TriMet may reassign the opening to another jurisdiction, to provide officer(s) to the Division. The City of Tualatin personnel assigned to the Division will remain employees of the City of Tualatin and will not be considered employees or agents of TriMet or the City of Portland (Portland). For purposes of this Agreement, the officer(s) assigned to the Division will be referred to as assigned to the TriMet Transit Police Division.

2. OPERATIONS

a. Deployment Strategy and Priority for Services: The parties recognize that they have legitimate interests in the management and deployment of officers assigned to the Transit Police Division. The parties will work together to ensure:

- (1) Visible Presence: The priority for Transit Police deployment is presence on the transit system vehicles and at transit system public facilities.
- (2) Calls for Service: In general, response to 9-1-1 calls for transit system incidents shall be responded to by local law enforcement from the respective jurisdiction.
- (3) Arrests: Arrests on the transit system incidents shall be by the respective Transit Police or local law enforcement that originated action on the incident.
- (4) Law Enforcement Support: Transit Police and local law enforcement shall be responsible for law enforcement support activities for their respective primary areas of responsibility.
- (5) Enforcement: Transit Police enforcement shall focus on TriMet ordinances, including fare enforcement, and State and City laws to help ensure the security of passengers, employees, and transit system property.
- (6) Problem Orienting Policing: Transit Police deployment shall focus on identified problem areas, routes and/or transit centers/transfer points based on data relative to the greatest needs for “preventive action”; using community policing strategies whenever possible.

b. Westside Precinct Operations: See attached Exhibit 4.

- c. Agency Cooperation and Coordination:
- (1) The parties will work closely and continuously communicate with each other to ensure that the resources, strategies, work force deployment, and initiatives of TriMet, Portland, and the City of Tualatin are coordinated and effective.
 - (2) The Commander, TriMet Transit Police Division, or his/her designee, will coordinate contact with the parties to insure that the resources, strategies, work force deployment, and initiatives of the Division and those of the respective law enforcement agencies are coordinated and effective.
 - (3) The City of Tualatin agrees to work cooperatively in an effort to increase reporting of TriMet related incidents. The City of Tualatin agrees to provide to the Division TriMet coded reports, data, and records. TriMet agrees to make available to the City of Tualatin, through the Division, particular data, reports, records, etc. that will assist in fulfilling the mission as outlined in this document.
- d. Officer Seniority: Determination of officer seniority of the Transit Police Division for purposes of making shift, vacation, holiday, and overtime assignments shall be according to the attached Exhibit 3.
- e. K-9 Unit Training Facility: TriMet has entered into a ground lease (hereinafter “Lease”) with the Port of Portland effective September 17, 2007 for the use of certain premises (hereinafter “Premises”) to house explosives storage magazines in support of TriMet’s training requirements to maintain U.S. Department of Homeland Security, Transportation Security Administration (“TSA”) certification for K-9 units. Transit Police Division personnel as designated by TriMet and TSA will be authorized to access and utilize the premises for purposes of TriMet’s K-9 unit training in accordance with the Lease terms. The City of Portland agrees that the work and operations of the Division, including assigned transit police personnel, with respect to activities relating to the Premises, are subject to and shall comply with all provisions and requirements of the Lease, the terms of which are incorporated into and made part of the Agreement, and specifically any obligations of TriMet as Lessee.
- f. Body Cameras: It is the intent that sworn officers will wear body cameras, subject to a Subsidiary Agreement law enforcement jurisdiction and Portland reaching mutual written agreement regarding the acquisition, implementation, and use of body cameras. Portland shall be responsible for the Division’s acquisition, implementation, and use of body cameras. This is subject to additional policy development and legislation.
- g. Selection and Assignment of a Lieutenant. In the event of any other Lieutenant position vacancy or proposed re-assignment for any reason, the Transit Police Commander shall solicit from Portland or one or more Subsidiary jurisdictions potential candidates to fill the position. In the case of Subsidiary jurisdictions, the Chief of Police/Sheriff of the Subsidiary jurisdiction shall forward a letter of recommendation to the Transit Police Commander, along with backgrounds and resumes, of potential candidates who can fulfill the obligations of the Lieutenant as set forth in this Agreement. The Transit Police Commander will discuss with the Executive Director the backgrounds and resumes of potential candidates, as well as affording the Executive Director the opportunity to meet

with and interview the candidates. The Executive Director will provide input and recommendations to the Transit Police Commander prior to the Transit Police Commander's appointment to ensure that the candidate can fulfill the obligations of Lieutenant as set forth in this Agreement.

- h. Supplemental Police Services: TriMet agrees to pay for supplemental Division police services on an intermittent basis to assist the Division in responding to occasional community impacts or surges that require additional policing. The Executive Director must approve the use of supplemental Division police services prior to deployment by the Division Commander. Once approval is received from the Executive Director, the Division Commander will submit in writing to the Executive Director the name of the Subsidiary Agreement jurisdiction providing the supplemental police services, and the number and names of personnel being assigned
- i. Term of Assignment. Officers assigned to the Transit Police Division shall serve a minimum of two (2) years. The term of assignment may be extended upon mutual agreement by TriMet and the City of Tualatin. In the event of a hardship, the City of Tualatin shall notify TriMet in writing explaining the hardship. The term of the assignment shall be revised as mutually agreed upon in writing by the parties.

3. REIMBURSEMENT OF COSTS

- a. Personnel Costs: The City of Tualatin must pay the salaries, overtime, insurance, retirement, and other benefits ("Personnel Costs") of its respective personnel serving in the TriMet Transit Police Division. The City of Tualatin shall invoice TriMet monthly for all actual incurred Personnel Costs for such Division personnel. Administrative fees charged by the City of Tualatin to TriMet in connection with billings shall not exceed the sum of 5% of direct costs of salaries, overtime, insurance, retirement and other benefits paid ("Personnel Costs") to its personnel assigned to the Division. TriMet agrees to compensate the City of Tualatin within thirty (30) days after receiving the invoice. Invoices should be submitted to TriMet, Attn: Accounts Payable – FN4, 4012 SE 17th Avenue, Portland, OR 97202.
- b. Training/Meeting Costs. Training and meeting costs must be pre-approved by the Commander. Transit Police personnel must follow training protocols established by their respective agencies and complete the necessary paperwork to attend training. Trainings must be scheduled at least 30-days in advance. If approved by the Commander, the Commander shall forward the training/meeting cost requests to the Executive Director for final approval.
- c. Equipment and Uniforms: City of Tualatin shall assign officers to Transit Police with a standard uniform and a complement of personal equipment at its own expense. Non-personal equipment purchased at TriMet expense specifically for Transit Police shall be for the exclusive use of Transit Police, regardless of title. Personal equipment (such as but not limited to TASERS) purchased by TriMet for the use of officers from other agencies that do not provide such equipment shall remain for exclusive use within Transit Police, regardless of title.

Expenses associated with routine replacement of uniform and equipment damaged or worn-out in normal use shall be billed to TriMet subsequent to pre-approval by the Executive Director.

Operating costs for equipment (such as but not limited to telecommunications, radios and mobile telephones) shall be billed to TriMet subsequent to pre-approval by the Executive Director. Monthly equipment replacement reserve costs for those items Portland manages in that manner shall be billed to TriMet.

Portland shall be responsible for its incurred expenses in performing this Agreement unless authorized and approved by the Executive Director in accordance with this subparagraph d.

- d. Any reimbursement by TriMet of costs or expenses incurred by Portland or Subsidiary Agreement jurisdictions in the performance of this Agreement not included in subparagraphs (a) and (b) shall be subject to the Executive Director's prior authorization and approval, including but not limited to expenditures for supplies and vehicles.
- e. Amount: Before December 1st of each year of this Agreement, the City of Tualatin must submit to TriMet a proposed annual budget for the operation of the Division for the next fiscal year (July 1 through the following June 30). The parties will then agree on the compensation to be paid by TriMet for services under this Agreement. If the parties cannot agree on such compensation by June 1st, any party may elect to terminate this Agreement without penalty.

EXHIBIT 2

TRANSIT POLICE DIVISION STAFFING LETTER

(on TriMet letterhead)

(date of letter)

Chief of Police
City of Tualatin
18880 SW Martinazzi Ave.
Tualatin, OR 97062

RE: The City of Tualatin Police Staffing to TriMet Transit Police Division

Dear _____:

This letter is issued pursuant to the September 29, 2015 Agreement among the Tri-County Metropolitan Transportation District of Oregon (TriMet), the City of Portland and the City of Tualatin, for TriMet Transit Police Services, as amended, to establish or change the number of police officers assigned from the City of Tualatin to the TriMet Transit Police Division.

Prior Staffing from (effective date of agreement), 2015, To-Date

- from (effective date of agreement), 2015 to (date) (specify number of officer(s))
- from (date) to (date) etc. (specify revised number of officer(s)) etc.
- from (date) to (effective date of this staffing change) (specify revised number of officer(s))

Staffing from (effective date of this staffing change)

- from (effective date of this staffing change) (specify revised number of officer(s))

Any future change in the number of officers assigned from the City of Tualatin Police to the TriMet Transit Police Division is subject to mutual agreement by the parties by subsequent letter in similar form.

Sincerely,

Harry Saporta
Executive Director, Safety, Security and Environmental

Agreed to by the City of Tualatin:

Agreed to by the City of Portland:

Chief of Police

date

Transit Police Commander

date

EXHIBIT 3

TRANSIT POLICE DIVISION PERSONNEL OPERATIONS (WESTSIDE PRECINCT)

It is the intent of this Agreement: (1) to recognize that the TriMet Transit Police Division Westside Precinct (Westside Precinct) is staffed by police officers from multiple jurisdictions, each covered by their respective collective bargaining agreements, but that shifts, days off, vacations and overtime need to be assigned in a fair and equitable manner; (2) to provide for assignment of shifts, days off, vacations and overtime by seniority; (3) to allow for the change of shift hours of operation and to re-allocated positions and days off within certain shifts to maintain an appropriate balance of field strength.

THE PARTIES AGREE THAT:

1. Current and future City of Tualatin officers assigned to the Westside Precinct will use their City of Tualatin date of hire seniority as the means to select shifts, days off, vacations and overtime.
2. Current and future City of Tualatin officers assigned to the Westside Precinct will abide by the provisions of this Exhibit 3.
3. Seniority shall be defined as the length of uninterrupted service by the officer in his/her agency within the officer's Civil Service classification following the officer's most recent appointment. Time spent in the Armed Forces, on military leaves of absence, other authorized leaves and time lost because of duty-connected disability shall be included in length of service. If an officer who has been promoted reverts to a position he/she formerly held, the officer's seniority shall be the sum of the seniority earned in the promotional class and in the class to which the officer reverts.
4. Subject to staffing needs and maintaining efficiency of the Westside Precinct, seniority shall be the prime factor in the selection of shifts and days off provided the officer is otherwise qualified. Seniority shall govern in the selection of vacation and holidays.
5. In the case of voluntary transfer and/or assignment, the seniority of an officer shall apply immediately to the officer's choice concerning holidays and vacations. The transferring officer may not use seniority to bump another officer's shift or days off until 45 days from the date of the written request.
6. In case of involuntary transfer and/or assignment, the seniority of an officer shall apply immediately to the officer's choice concerning holidays and vacation. In the event of an involuntary transfer, the Westside Precinct shall accommodate the shift and/or days off preferences of transferring officers immediately, and shall not involuntarily bump any other officer for at least thirty (30) days from the time the bumped officer receives notice of the bump. The transferring officer may not use seniority to bump another officer's shift or days off until 30 days from the date of the written request.

7. For the purposes of this Agreement, the phrase “Transferring Officer” shall refer to an officer desiring to change shifts, days off or assignments, or an officer who is involuntarily transferred.

8. The Westside Precinct shall prepare a form to be used by officers desiring to transfer from one shift, assignment, or day off configuration to another within the same reporting unit. For the purposes of this Agreement, this form shall be referred to as the “Transfer Request Form.” The Transfer Request Form shall contain a place for transferring officers to indicate their preferences with respect to shifts and days off.

9. A transferring officer may complete a Transfer Request Form at any time. If the officer is seeking or anticipating a transfer, the officer shall file the Transfer Request Form with the Westside Precinct supervisor. If the officer is seeking a change in days off or shifts which do not involve a transfer between reporting units, the Transfer Request Form shall be filed with the officer’s shift commander. The Westside Precinct will forward a copy of the Transfer Request Form to the location of the anticipated transfer.

10. In the event of a change in days off or shifts that do not involve a change in reporting units, the time frames referred to in Section 5 and 6 of this Exhibit 3 shall begin to run when the transferring officer submits the Transfer Request Form.

11. When the Westside Precinct knows that an officer’s preferences as indicated on a Transfer Request Form will result in the displacement of the shift or days off of another officer (referred to herein as the Transferred Officer), the Westside Precinct shall notify the Transferred Officer as soon as possible of the fact that he or she may be bumped.

12. The Westside Precinct shall accommodate the shift and/or days off preferences of transferring officers on a faster time schedule than that contained in Sections 5 and 6 of this Exhibit 3, if, in the Westside Precinct’s judgment, it is operationally sound to do so, provided that no other affected officer is bumped from his or her days off or shift who objects to the accommodation.

13. An officer may exercise seniority to bump another officer for shift and days off only once in ninety (90) days.

14. **Vacations.** Employees shall be allowed to select two vacation periods on the basis of seniority. Each vacation period must be of a minimum duration of one day. Vacation time shall be scheduled by the Westside Precinct with due consideration being given to requests from officers which shall be determined among officers of equal rank by seniority; provided, however, that each officer shall be permitted to exercise the right of seniority only once each year. The sign-up deadline for the exercise of seniority in the selection of vacations shall be March 15 for the calendar year running from April 15 through April 14 of the following year.

15. **Holiday Assignment.** Where the shift strength is reduced or increased on holidays, consistent with the needs of the Westside Precinct, assignments shall be offered to the most senior officer. Except for an emergency, the Westside Precinct shall provide a minimum of ten (10) days’ notice of any deviation from normal shift strength so that officers may plan the use of their time.

- A. Where shift strength is reduced, the most senior officer scheduled for duty on the shift shall be offered the option of working or not. Where shift strength is increased, the most senior officer on the shift shall be offered the option of working or not.
- B. For purposes of this section, New Year's Eve and Christmas Eve shall be treated as holidays.

16. **Seniority for Vacation Purposes upon Transfer.** If an officer is involuntarily transferred, the Westside Precinct shall honor the officer's pre-selected vacation times, and shall not disrupt the pre-selected vacation time for other officers in the division to which the officer is involuntarily transferred. If an officer accepts a voluntary transfer, the Westside Precinct shall attempt to accommodate, to the extent possible, the officer's pre-selected vacation times.

17. **Shift Overtime.** Where the overtime is not directly related to activities begun by an officer during the officer's regular shift, and where the planned overtime is anticipated to be four (4) hours or more in duration, the overtime shall be offered, in the order of seniority, to officers in the Westside Precinct. Once each eligible officer has had the opportunity to work shift overtime in a pay period, officers may once again use their seniority to work shift overtime as described above, and the seniority list shall rotate in the same fashion thereafter. The Westside Precinct shall maintain a list in each reporting unit upon which officers must place their names indicating a willingness to work shift overtime. If an officer is incorrectly passed over for shift overtime, the officer shall be allowed to work a makeup overtime assignment within the next two pay periods following the discovery of the error. The officer and the Westside Precinct shall mutually agree upon the makeup overtime assignment, which shall not displace another officer's already-selected overtime assignment. An officer who has been incorrectly passed over shall not be otherwise entitled to compensation for the missed overtime.

18. An officer will normally be given adequate advance notice of any change in the officer's regular hours of work, except where an emergency (an emergency is defined as an unforeseen event affecting the Westside Precinct's ability to perform its mission) exists. Notice given less than forty-eight (48) hours (or seventy-two [72] hours under the Four-Ten Plan) before the officer is to begin work under the changed schedule entitles the officer to compensation at the overtime rate for those hours not exceeding eight (8) hours that are earlier, later, or different from the hours the officer last worked in a work day. A police officer is not entitled to compensation under the overtime rate if the officer is otherwise entitled to compensation under the same hours of work, or if shift changes are the result of a voluntary transfer or promotion.

19. **Discipline.** Discipline and discharge of City of Tualatin officers assigned to the Westside Precinct will be the responsibility of the City of Tualatin and in accordance with the Collective Bargaining Agreement with the City of Tualatin.

20. **Citizen Complaints.** All citizen complaints concerning City of Tualatin officers to be referred to the City of Tualatin with the finding copied to the Commander, Transit Police Division. The City of Tualatin agrees to:

- A. Maintain a police accountability system as described at subsections (B) through (G) below.

- B. Provide an accountability system intake point to which the other participating Transit Police jurisdictions (“jurisdictions”) can refer or deliver complaints about the City of Tualatin officers working in the Transit Police Division.
- C. Receive, review and evaluate all complaints referred or delivered by the other jurisdictions concerning the City of Tualatin officers who work in the Transit Police Division.
- D. Deliver all complaints about an officer who works in the Transit Police Division received from citizens or generated by peace officers to the accountability system intake point of the subject officer’s employing jurisdiction.
- E. Absent a conflict with ORS 181.854 (3), permit investigators from other jurisdictions to share information with their counterparts investigating or reviewing an incident involving a Transit Police Division officer.
- F. Adhere to Portland Police Bureau Transit Police Division SOP A-20 (Exhibit 5) to the extent it does not conflict with the City of Tualatin labor agreement and agency procedures or directives.
- G. Conduct joint investigations when necessary and appropriate.

21. **Collective Bargaining Agreement.** All other terms and conditions of any current Collective Bargaining Agreement with the City of Tualatin shall remain in effect as to other issues not addressed by this Exhibit 3. In the event of a conflict between such Collective Bargaining Agreement and this Exhibit 3, the provisions of such Collective Bargaining Agreement shall govern.

EXHIBIT 4

TRANSIT POLICE DIVISION WESTSIDE PRECINCT

The cities of Beaverton, Hillsboro, Tualatin and Washington County (the "Westside Precinct" or "WP parties"), TriMet and Portland have agreed to a Transit Police Westside Precinct community policing program, to expand and enhance safety and security on the transit system and westside MAX in particular.

The Westside Precinct will be implemented in accordance with the following understandings of the WP parties:

- A. The priority of the Westside Precinct will be to provide a focused police presence on the westside MAX and transit system. Every effort will be made to deploy the Westside Precinct officers onto the MAX trains and stations, and buses serving the westside of the TriMet service district.
- B. The Westside Precinct will be under the overall operational structure and command of the Transit Police Division, adopting uniform methods, policies and practices, while providing the Westside Precinct officers autonomy and decision-making on deployment that focuses on policing of local jurisdictions with individualized local knowledge of the Westside Precinct. Day-to-day operation of the Westside Precinct will be under the command of the Transit Police Division, for coordination and communication of resources and operations. The Westside Precinct supervisor will communicate directly to the Transit Police Division lieutenant to facilitate this.
- C. Effective communication within the TriMet Transit Police Division ("Transit Police Division") is of the highest priority. To this end, a command level officer from the Hillsboro or Beaverton Police, or Washington County Sheriff department, or Tualatin, will be appointed as Westside Precinct liaison to the Transit Police Division Command. TriMet Transit Police Division deployment plans and decisions will be jointly developed and determined by the Westside Precinct and Transit Police Division Command and Control, in conjunction with TriMet in accordance with general principles set forth in Exhibit 1.
- D. The deployment priority of Westside Precinct officers to the westside MAX and transit system is intended to permit existing Transit Police Division officers to focus on security needs elsewhere on the TriMet transit system. However, existing Transit Police Division officers will augment Westside Precinct officers, when determined necessary by overall Transit Police Division coordination described in Section E. In extreme emergencies, Westside Precinct officers will be available for deployment in other locations of the TriMet transit system where needed; and existing Transit Police Division officers will be available for deployment on the westside transit system where needed.
- E. Officers assigned by the WP parties to the Westside Precinct are prohibited from transfer and cannot be bumped from the Westside Precinct without prior authorization by the WP parties.
- F. Operational equipment and facilities necessary for Westside Precinct operations, including facility base for operations, base furnishings and computer equipment, and police vehicles, may

be effected by separate agreement between the respective WP party and TriMet, with reimbursement of costs directly by TriMet to the respective WP party.

The WP parties shall establish performance measures to monitor and evaluate the Westside Precinct operations. Performance measures may include:

1. Presence Ratio: percentage of total Westside Precinct officer worked hours, spent on-board westside MAX vehicles or on-site at westside MAX public transit facilities, and on buses or at bus stops, for the month or year.
2. Citations: number of citations issued on westside MAX, buses or platforms for the month or year.
3. Fares Inspected: number of westside MAX and bus customers checked by Westside Precinct officers for valid proof of fare payment for the month or year.
4. Exclusions: number of TriMet exclusions or interdiction commands issued on Westside MAX and buses for the month or year.
5. Reported Crime: number of all crimes reported on westside MAX, buses or TriMet property for the month or year.
6. Arrests: number of arrests on westside MAX, buses or TriMet property for the month or year.
7. Commendations/Complaints: number of complaints and commendations received by TriMet pertaining to Westside Precinct operations for the month or year.
8. Perceived Security: public confidence in safety and security of westside MAX, buses or TriMet property as measured by TriMet survey of transit system customers and the public.
9. Reports Written: number of reports written for the month in support of arrests or calls for service.
10. Field Interview Cards: number of FIR cards for the month based on subject stops and contacts.

EXHIBIT 5

TRANSIT POLICE STANDARD OPERATING PROCEDURES

SOP: A-20
EFFECTIVE: April 1, 2012
REVIEW: April 1, 2014

SUBJECT: Non-Criminal and Criminal Investigations Involving Transit Police Members

PURPOSE:

To establish a process for handling non-criminal and criminal investigations that respects all rights and privileges under the affected member's collective bargaining agreement and the member's agency policies.

DEFINITIONS:

Partner Agency: Any police agency that has a current Intergovernmental Agreement with the Tri- county Metropolitan Transit Authority to supply law enforcement services.

Non-criminal Complaint: A complaint made against an officer or deputy where there are no allegations of criminal conduct.

Criminal Investigation: An investigation to determine criminal culpability.

Lead Agency: The agency taking primary responsibility for the non-criminal or criminal investigation.

POLICY:

Non-Criminal Investigations

Non-criminal complaints received by the Transit Police Division (TPD), Internal Police Review (IPR) or any partner agency will be referred to the respective member's agency for disposition. The member's agency will be the lead agency and will be responsible for processing/investigating the complaint using their policies.

Criminal Investigations

Complaints or events that warrant a criminal investigation will be referred to the jurisdiction of occurrence. The jurisdiction of occurrence will become the lead agency. The lead agency will be responsible for processing/investigating the incident using their policies.

Cooperation

All partner agencies acknowledge that investigations should be thorough and completed without unreasonable delay. Partner agencies will cooperate with the lead agency in an investigation, to the extent allowed by their (partner agency) policies and collective bargaining agreements, to ensure the investigation is thorough and completed in a timely manner.

Notifications

When the lead agency receives a complaint or opens an investigation where there is alleged misconduct by a TPD member, the lead agency will notify the TPD commander and the employing agency as soon as possible.

At the completion of each investigation the lead agency will apprise the TPD commander and the employing agency of the findings.



MICHAEL A. CREBS
Commander Portland Police
Transit Police Division



STAFF REPORT

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

FROM: Janet Newport, Human Resources Manager

DATE: 09/14/2015

SUBJECT: Consideration of **Resolution No. 5252-15** Ratifying a Collective Bargaining Agreement Between the City of Tualatin and the Tualatin Employees Association and Authorizing the City Manager to Execute the Agreement

ISSUE BEFORE THE COUNCIL:

The City Council is respectfully requested to approve ratification of a successor collective bargaining agreement between the City of Tualatin and the Tualatin Employees Association (TEA). This two-year agreement, which will be retroactively effective to July 1, 2015 and be in effect until June 30, 2017.

RECOMMENDATION:

Staff recommends the City Council adopt the attached Resolution.

EXECUTIVE SUMMARY:

The economic terms of this agreement include a 2% cost of living adjustment to the TEA classification pay ranges retroactive to July 1, 2015; a change in the Regence/Blue Cross medical insurance plan offered; the calculation of the monthly health insurance premium cost share between the City and the employee has changed (the employee will be responsible for paying 10% of the premium cost); and a 5% reduction of the TEA classification pay ranges will be made at the same time the City begins to pay the 6% mandatory employee contribution to the Public Employees Retirement System (PERS).

FINANCIAL IMPLICATIONS:

Provisions for the adjustments to the economic terms of the collective bargaining agreement between the City of Tualatin and the Tualatin Employees Association for the first year of the bargaining agreement are incorporated in the FY 2015/2016 budget, and the costs associated with the second year of the agreement will be allocated to that fiscal year's budget.

Attachments: [Resolution](#)

RESOLUTION NO. 5252-15

RESOLUTION RATIFYING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF TUALATIN AND THE TUALATIN EMPLOYEES ASSOCIATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT.

WHEREAS, the City Council is the authority in authorizing the execution of collective bargaining agreements between the City of Tualatin and the Tualatin Employees Association; and

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

Section 1. The Council formally expresses its approval to the collective bargaining agreement, covering the years of July 1, 2015 through June 30, 2017, between the City and the Tualatin Employees Association.

Section 2. The Council authorizes the City Manager to sign and execute the agreement.

Section 3. A copy of the signed and executed collective bargaining agreement will be available from Human Resources, as well as the official City of Tualatin website.

Adopted by the City Council this 14th Day of September, 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

FROM: Janet Newport, Human Resources Manager

DATE: 09/14/2015

SUBJECT: Consideration of **Resolution No. 5251-15** Authorizing Personnel Services Updates for Non-Represented Employees for Fiscal Year 2015-16

ISSUE BEFORE THE COUNCIL:

The City Council is to consider adjustments for the non-represented employees for fiscal year 2015-16.

RECOMMENDATION:

Staff recommends the City Council adopt the attached resolution authorizing non-represented employee personnel services updates for fiscal year 2015-16.

EXECUTIVE SUMMARY:

Section 1 of the Resolution proposes that the Salary Schedules for Exempt Management, Non Exempt Management, and Exempt and Non Exempt Police Management employees shall be increased by a 2% cost of living allowance with the pay rates for these employees adjusted accordingly retroactive to July 1, 2015. Selected Police Management positions will be eligible to also participate in various programs contained in the Tualatin Police Officers Association Collective Bargaining Agreement. Section 2 of the Resolution proposes an update to the Salary Schedules for Temporary employees as shown in attached Exhibits A and B. Section 3 of the Resolution proposes a change in the calculation of the monthly health insurance premium cost share for unrepresented employees; effective January 1, 2016, employees will pay 10% of the premium.

FINANCIAL IMPLICATIONS:

Provisions of the non-represented employee salary schedules adjustment are incorporated in the FY 2015-16 budget.

Attachments: [Resolution](#)
[Exhibit A](#)
[Exhibit B](#)

RESOLUTION NO. 5251-15

RESOLUTION AUTHORIZING PERSONNEL SERVICES UPDATES FOR NON-REPRESENTED EMPLOYEES FOR FISCAL YEAR 2015-16.

WHEREAS, the Council of the City of Tualatin is the authority in setting the compensation and benefits for City employees; and

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

Section 1. Retroactive to July 1, 2015, the Salary Schedules for Exempt Management, Non-exempt Management, and Exempt and Non-exempt Police Management employees shall be increased by a 2% cost of living allowance with the pay rates for these employees adjusted accordingly. Selected Police Management positions will be eligible to participate in various programs contained in the Tualatin Police Officers Association Collective Bargaining Agreement.

Section 2. Retroactive to July 1, 2015, the Salary Schedule for Temporary employees shall be updated as shown in Exhibits A and B attached.

Section 3. Effective January 1, 2016, the City shall adjust the cost share of unrepresented employee's health insurance monthly premiums to the following calculation: 90% of the premium will be paid by the City and 10% of the premium will be paid by the employee. The amounts of the premiums will vary based on the selection of plan and the tiered coverage level selected.

Adopted by the City Council this 14th Day of September, 2015.

CITY OF TUALATIN, OREGON

BY _____
Mayor

APPROVED AS TO FORM

ATTEST:

BY _____
City Attorney

BY _____
City Recorder

TEMPORARY EMPLOYEES - SCHEDULE A
FY 2015/16 SALARY SCHEDULE
EFFECTIVE 7/1/2015

Grade	TITLE	RATE	MINIMUM REGULAR WAGE FY 15/16	MINIMUM PERS WAGE FY 15/16	MAXIMUM REGULAR WAGE FY 15/16	MAXIMUM PERS WAGE FY 15/16
T4	TEMP PARKING ENFORCE OFF	Hourly	14.34	15.20	18.16	19.25
T6	TEMP LIBRARY ASST TEMP OFFICE ASST I	Hourly	16.23	17.20	20.57	21.81
T8	TEMP OFFICE ASSIST II	Hourly	17.88	18.95	22.66	24.02
T9	TEMP POLICE SERVICES TECH TEMP PUBLIC SERVICE ASST TEMP SPECIAL EVENTS COORD	Hourly	18.79	19.92	23.83	25.26
T11	TEMP FINANCE/ACCTG TECH TEMP OFFICE COORD TEMP PROP EVIDENCE TECH TEMP REC PROG SPEC	Hourly	21.19	22.46	26.87	28.48
T12	TEMP FLEET TECH I TEMP VOLUNTEER COORD	Hourly	22.25	23.58	28.17	28.97
T13	TEMP LIBRARIAN I	Hourly	23.38	24.78	29.59	31.37
T14	TEMP LIBRARIAN II	Hourly	24.80	26.29	31.39	33.27
T16	TEMP BLDG CONST INSPT II	Hourly	27.62	29.28	35.01	37.11

TEMPORARY EMPLOYEES - SCHEDULE B
FY 2015/16 SALARY SCHEDULE
EFFECTIVE 7/1/2015

Exhibit B

Grade	TITLE	RATE	MINIMUM REGULAR WAGE FY 15/16	MINIMUM PERS WAGE FY 15/16
U1	TEMP LIBRARY PAGE	Hourly	Oregon Minimum Wage	Oregon Minimum Wage +6%
U5	TEMP RECREATION LEADER I TEMP RECREATION AIDE	Hourly	10.72	11.36
U9	TEMP HOMEWORK LEADER TEMP LIBRARY SENIOR PAGE TEMP FILE CLERK TEMP OPS MAINT WORKER	Hourly	13.09	13.87
U10	TEMP INTERN TEMP PARK RANGER TEMP REC LEADER II/GREAT	Hourly	13.76	14.59
U12	TEMP YOUTH LEADERSHIP	Hourly	15.31	16.23
U14	TEMP SR YOUTH LEADERSHIP	Hourly	16.46	17.44
U16	TEMP TECHNOLOGY SPEC	Hourly	18.87	20.00
U30	TEMP REC. COUNSELOR I	Hourly	32.76	34.73
J1	JUDGE	Hourly	N/A	100

City Council Meeting

Meeting Date: 09/14/2015

SPECIAL Summer Programs Review & Fall Programs Preview
REPORTS:

SPECIAL REPORTS

Summer Programs Review and Fall Programs Preview

SUMMARY

An update on programs and activities offered this Summer by the City of Tualatin and partners, and a preview of Fall programs.

Summer Review Fall Preview

City of Tualatin 2015 Summer Recap and Fall Preview



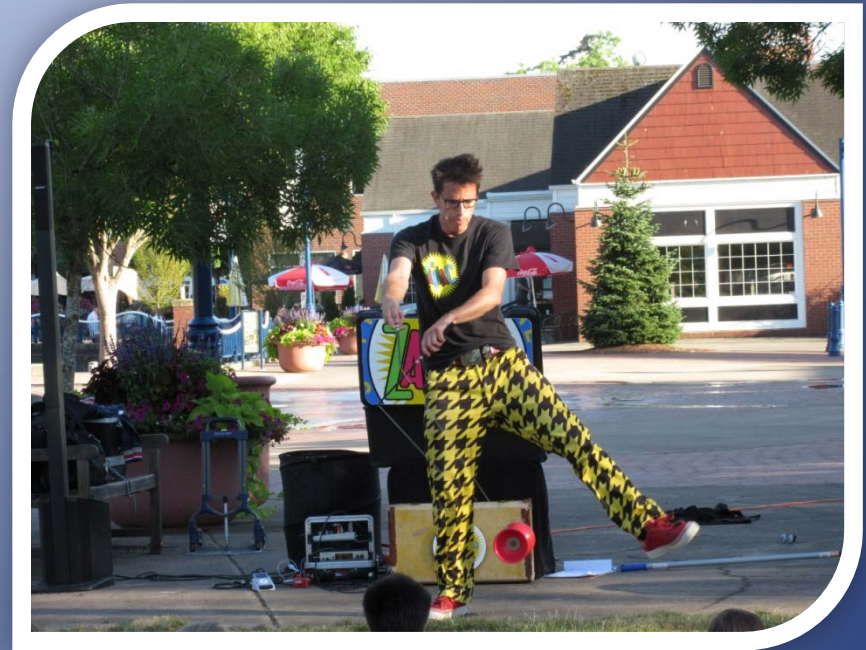
Summer Reading @ Library



- 2.9+ million minutes read
- 3,000+ books given away
- 77% read as family
- Highest adult participation in WCCLS – 5th year!



Summer Reading @ The Commons



- Tuesdays, June - August
- Over 2000 attended

Summer Reading fosters human development through promoting literacy & education, increases cultural unity, and creates a sense of place.



Summer Camps



- Over 400 kids participated
- Ages 4-high school
- *Summer camp programs promote health and wellness, foster youth development, and strengthen community image*



Concerts and Movies on the Commons



- Concerts
 - Fridays, July through August
 - Over 5,000 attended
- Movies
 - Saturdays, July through August
 - Over 1,500 attended



ArtSplash



- July 24-26
 - 37 artists
 - Kids' art tent
 - Concerts Friday and Saturday nights
 - Chalk it Up



Teen Volunteers



- TEAM Tualatin: 78 volunteers, 2874 service hours
- Library: 42 volunteers, 1100+ service hours
- Tualatin Youth Advisory Council: 15 volunteers, 300 service hours



- National Night Out
 - 13 neighborhood hosted events
- GREAT Camp
 - Gang Resistance Education and Training
 - 5 camps with 216 6th graders and middle school students



Recreation Partners

Tualatin Crawfish Festival

17,000+ enjoyed music, food, contests, fun and activities

Additional Partners:

Tualatin Heritage Center

Ongoing lectures and programs

Browns Ferry Park

Kayak & canoe rentals

Willowbrook Arts Camp

34th Summer

Farmers' Market

Saturdays at the Library

Tigard-Tualatin School

District

Free summer lunch program

Library visits weekly



Fall Preview - Library

- Make It for Teens
 - Features robotics, circuits and more
- After-school programs: STEM activities
 - Engineering Adventures, LEGO Maniacs
- Bilingual Saturday Storytime

Photo credit: Jonathan House, Pamplin Media

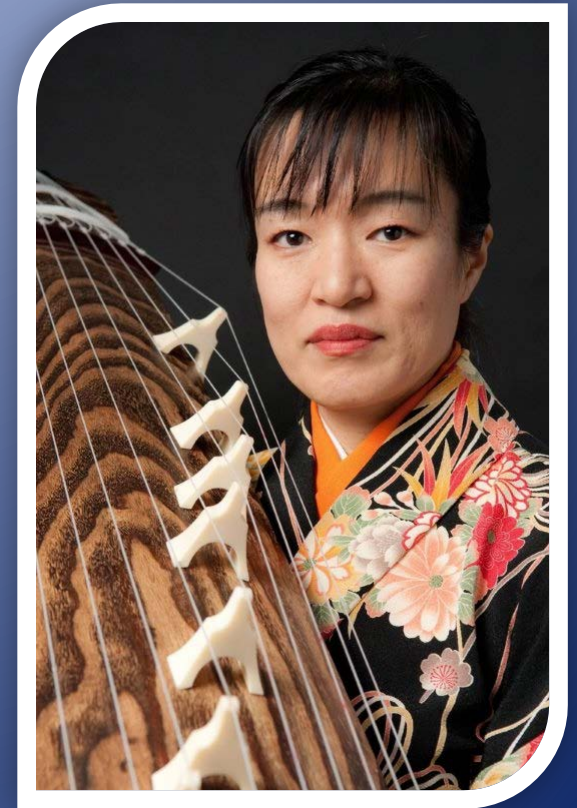
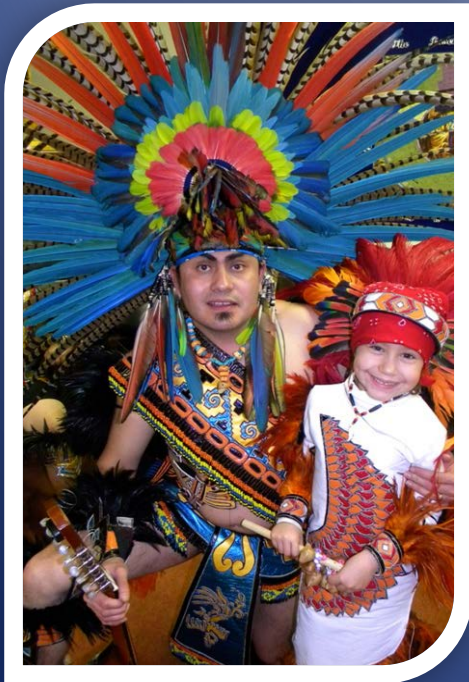


Washington County
Cooperative Library Services



Fall Preview - Library

- Hispanic Heritage Month
 - Programs for all ages through the Month
 - Partnership with Washington County Museum
- Music Programs



Washington County
Cooperative Library Services



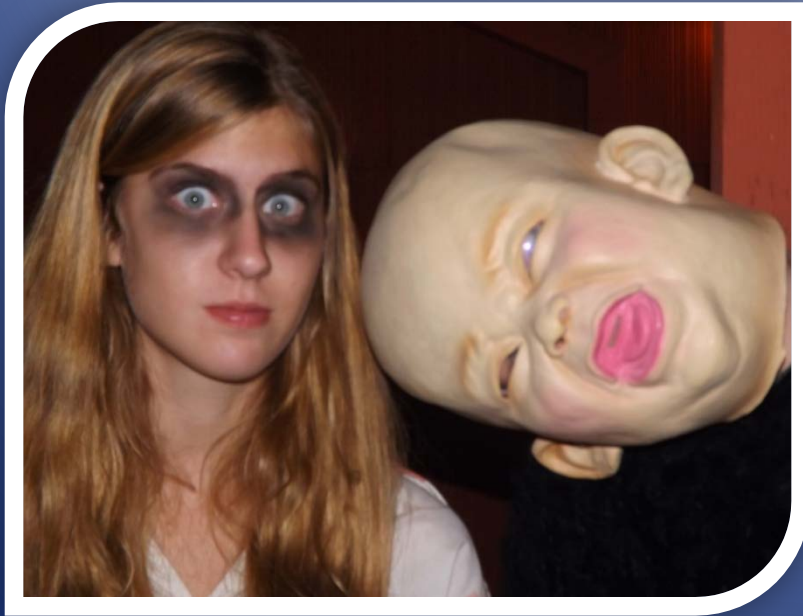
Fall Preview - Juanita Pohl Center

- 3rd Annual Oktoberfest
 - October 2, 3-4:30pm
- 3rd Annual Veterans' Recognition Breakfast
 - November 9, 8-9:30am



Fall Preview – Community Services

- West Coast Giant Pumpkin Regatta
October 17, 10am-4pm
- YAC Haunted House
October 21-24, 7-10pm



City Council Meeting

Meeting Date: 09/14/2015

SPECIAL Active Aging Week Presentation
REPORTS:

SPECIAL REPORTS

Active Aging Week Presentation

A. Active Aging Week Power Point



City of Tualatin Active Aging Week

September 27-
October 3, 2015





Goal

Provide older adults the means to experience activities and exercise in a safe, friendly and fun atmosphere.



Active Aging



Active aging promotes the vision of all individuals—regardless of age, socioeconomic status or health—fully engaging in life within seven dimensions of wellness: emotional, environmental, intellectual/cognitive, physical, professional, social and spiritual.



Partnerships

- Aging Task Force
- Juanita Pohl Center
- Meals on Wheels People
- Ride Connection
- Tualatin Heritage Center
- Tualatin Pickleball Club
- Tualatin Public Library





Schedule of Activities

- Pickleball, Sun @ Tualatin Community Park
- Chair Yoga, Mon & Wed @ JPC
- SilverSneakers® Classic, Mon, Wed & Fri @ JPC
- Aging Task Force handing out information, Mon - Fri
- Ride Connection Transportation Info (Open House, Sept. 24, 3-6 pm) @ JPC
- The Great Train Robbery in Southern Oregon Info @ HC
- A Will is Not Enough in Oregon, Tues @ Library
- SilverSneakers® Cardio, Tues & Thurs @ JPC
- Tai Chi - Moving for Better Balance, Tues & Thurs @ JPC
- 50+ Ways to Improve Your Brain at Any Age, Wed @ JPC
- Eat Your Greens to Fit Into Your Jeans, Wed @ JPC
- Line Dance, Fri @ JPC
- Oktoberfest Event, Fri @ JPC
- Pickleball, Sat @ Tualatin Community Park

Benefits of Active Aging

- Improved Health
- Lower Risk of Falling
- Higher Quality of Life
- Greater Confidence
- Fewer Hospital Visits
- Lower Chronic Disease
- Better Social Connections





Questions?

