



TUALATIN CITY COUNCIL

Monday, FEBRUARY 25, 2019

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 Frank Bubenik

Council President Joelle Davis

Councilor Robert Kellogg
Councilor Paul Morrison

Councilor Nancy Grimes
Councilor Bridget Brooks

Councilor Maria Reyes

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 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 FEBRUARY 25, 2019

- A. CALL TO ORDER**
Pledge of Allegiance
- B. ANNOUNCEMENTS**
1. Announcing the Library's Annual Food for Fines Event
 2. New Employee Introduction- Police Officer Jessica Lemieux
- C. PUBLIC COMMENT**
This section of the agenda allows anyone to address the Council regarding any issue not on the agenda, or to request to have an item removed from the consent agenda. The duration for each individual speaking is limited to 3 minutes. Matters requiring further investigation or detailed answers will be referred to City staff for follow-up and report at a future meeting.
- 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 Regular Meeting of February 11, 2019
 2. Consideration of Approval of Liquor License Renewals for 2019
 3. Consideration of Approval of a New Liquor License Application for VinoRai, LLC
 4. Consideration of **Resolution No. 5425-19** Awarding the Contract for Project Manager Owners Representative for the Tualatin Service Center Project to PLANB Consultancy
- E. SPECIAL REPORTS**
1. 2018 Audit Report
- F. PUBLIC HEARINGS – Legislative or Other**

1. Consideration of **Resolution No. 5424-19** Adopting Findings in Support of Special Procurement and Authorizing the City Manager to Enter into a Direct Negotiation Contract with Alta Planning + Design for Services for the Tualatin Moving Forward Bond Program

G. GENERAL BUSINESS

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

1. Consideration of Recommendations from the Council Committee on Advisory Appointments
2. Consideration of **Resolution No. 5423-19** Authorizing the City Manager to Execute a Revised Urban Planning Area Agreement Between the City of Tualatin and Washington County

H. 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.

I. COMMUNICATIONS FROM COUNCILORS

J. ADJOURNMENT

City Council Meeting

Meeting Date: 02/25/2019

ANNOUNCEMENTS: Food for Fines

ANNOUNCEMENTS

Announcing the Library's Annual Food for Fines Event

SUMMARY

The Tualatin Public Library will host Food for Fines March 9-15, 2019. Food for Fines is a program allowing Library fines to be paid by donating food. The program benefits the Tualatin School House Food Pantry.

FoodforFines

Food for Fines

March 9-15 at Tualatin Public Library



Supporting
Tualatin School
House Pantry



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: 02/25/2019

SUBJECT: Consideration of Approval of the Minutes for the Regular Meeting of February 11, 2019

ISSUE BEFORE THE COUNCIL:

The issue before the Council is to approve the minutes for the Regular Meeting of February 11, 2019.

RECOMMENDATION:

Staff respectfully recommends that the Council adopt the attached minutes.

Attachments: [City Council Regular Meeting Minutes of February 11, 2019](#)



OFFICIAL MINUTES OF THE TUALATIN CITY COUNCIL MEETING FOR FEBRUARY 11, 2019

Present: Mayor Frank Bubenik; Council President Joelle Davis; Councilor Paul Morrison;
Councilor Robert Kellogg; Councilor Maria Reyes; Councilor Bridget Brooks

Absent: Councilor Nancy Grimes

Staff Present: City Manager Sherilyn Lombos; City Attorney Sean Brady; Police Chief Bill Steele;
Finance Director Don Hudson; Planning Manager Aquilla Hurd-Ravich; Deputy City
Recorder Nicole Morris; Teen Program Specialist Julie Ludemann; City Engineer Jeff
Fuchs; IS Director Bates Russell; Planning Manager Steve Koper

A. CALL TO ORDER

Pledge of Allegiance

Mayor Bubenik called the meeting to order at 7:01 p.m.

B. ANNOUNCEMENTS

1. New Employee Introduction- Lauren Gonzalez, Permit Coordinator

Community Development Director Aquilla Hurd-Ravich introduced Permit
Coordinator Lauren Gonzalez. The Council welcomed her.

2. Update on the Tualatin Youth Advisory Council's Activities for February 2019

Recreation Supervisor Julie Ludemann presented the Tualatin Youth Advisory
Committee (YAC) update. She stated three members of YAC will be attending the
National League of Cities conference where they will participate in leadership
development, civic engagement, and networking with other youth committees. The
YAC is planning their annual Project FRIENDS event to be held on May 17.
Members will be working on updating and designing curriculum. Supervisor
Ludemann stated members attended City Day at the Oregon State Capitol and
plan to attend the Oregon Youth Summit on February 22.

C. PUBLIC COMMENT

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

None.

D. CONSENT AGENDA

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

MOTION by Council President Joelle Davis, SECONDED by Councilor Paul Morrison to adopt the consent agenda.

Aye: Mayor Frank Bubenik, Council President Joelle Davis, Councilor Bridget Brooks, Councilor Maria Reyes, Councilor Paul Morrison, Councilor Robert Kellogg

Other: Councilor Nancy Grimes (Absent)

MOTION CARRIED

1. Consideration of Approval of the Minutes for the Work Session and Regular Meeting of January 28, 2019
2. Consideration of **Resolution No. 5420-19** Updating Certain Sections of the Public Works Construction Code

E. SPECIAL REPORTS

1. Quarterly Financial Report

Finance Director Don Hudson presented a quarterly financial report. He spoke to budget actual trends for expenditures and revenues in the building, road utility fee, road operating, and water operating funds. Director Hudson stated the budget planning process kicked off on January 15 and all items are due from staff on March 1. He stated staff will be coming to Council on April 15 for a work session on policy discussion. Final Budget adoption is slated for June 24. Director Hudson presented the Popular Annual Financial Report. The goal of the report is to provide simplified information from the comprehensive budget document. Director Hudson spoke to the fiscal health model noting the city is in a good position.

Councilor Kellogg asked why revenues were up in the building fund. Director Hudson stated it is due to the quantity of permits they have received.

Councilor Kellogg asked what the assumed growth is on the fiscal health model. Director Hudson stated a conservative 2% increase in revenue is assumed.

F. COMMUNICATIONS FROM COUNCILORS

Councilor Brooks stated she attended her Neighborhood Readiness meeting. She noted 70% of people are interested in emergency preparedness specifically in relation to water. She stated it is recommended that households have 14 gallons of water per person stored.

Councilor Kellogg noted he attended the same meeting.

Mayor Bubenik stated he will be absent for the March 11 meeting.

Mayor Bubenik encouraged citizens to attend the SW Corridor meeting on February 21 at the Tigard Library where they will be discussing potential routes.

G. ADJOURNMENT

Mayor Bubenik adjourned the meeting at 7:26 p.m.

Sherilyn Lombos, City Manager

_____ / Nicole Morris, Recording Secretary

_____ / Frank Bubenik, 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: 02/25/2019

SUBJECT: Consideration of Approval of Liquor License Renewals for 2019

ISSUE BEFORE THE COUNCIL:

The issue before the Council is to approve liquor license renewal applications for 2019. Copies have not been included with this staff report but are available at the City Offices for review.

RECOMMENDATION:

Staff respectfully recommends that the Council approve endorsement of the liquor license renewals for 2019 as listed in Attachment A.

EXECUTIVE SUMMARY:

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

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

FINANCIAL IMPLICATIONS:

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

Attachments: [Attachment A- Liquor License Renewals 2019](#)

LIQUOR LICENSE RENEWALS 2019

7 ELEVEN STORE

76 OF TUALATIN

ANCESTRY BREWING

APPLEBEE'S NEIGHBORHOOD GRILL & BAR

AVANTI RESTAURANT

BAJA FRESH

BIG EDDY TAP HOUSE

BOONES FERRY CHEVRON

BUFFALO WILD WINGS #3574

BUSHWHACKERS

C. I. BAR & GRILL

CAFÉ YUMM #10013

CASA COLIMA RESTAURANT

CHIPOTLE MEXICAN GRILL #1015

CHOZA PDX

CLAIM JUMPER RESTAURANT

DOTTY'S #13

EL SOL DE MEXICO

FAMOUS DAVE'S BBQ

FIORANO RISTORANTE

FRED MEYER #393

FUDDRUCKERS

G-MAN SPORTS BAR

G-MAN TAP HOUSE

G-MAN TAP BREWERY

GRAMPY'S

HAYDEN'S LAKEFRONT GRILL

INDUSTRY

ISLAND GRILL

JACKSONS #533- SHELL GAS STATION

JO'S BAR & GRILL

LEE'S KITCHEN

MARQUIS COMMUNITY CENTER

NEW SEASON'S MARKET

NICOLI'S GRILL & SPORTS BAR

OUTBACK STEAKHOUSE

PASTINI PASTARIA

PF CHANG'S CHINA BISTRO

PLAID PANTRY #160

QDOBA MEXICAN GRILL

RED ROBIN GOURMET BURGERS AND BREWS

ROSIE'S KITCHEN

ROYAL PANDA

SAFEWAY #1047

SAINT IRENE'S
SHARI'S #242
STAFFORD HILLS CLUB
STAR'S CABARET BRIDGEPORT
SUSHI HANA
SUSHI TRAIN
THAI CUISINE
THE GRAND HOTEL AT BRIDGEPORT
THREE MERMAIDS PUBLIC HOUSE
TUALATIN CHEVERON
TUALATIN COUNTY CLUB
TUALATIN FOOD STORE
TUALATIN GAS AND FOOD
TUALATIN INDOOR SOCCER
TUALATIN LIQUOR
TUALATIN VALLEY- ELK'S LODGE #2780
UGLY FISH RESTAURANT
WALGREENS #09625
WHOLE FOODS MARKET



STAFF REPORT

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos

FROM: Nicole Morris, Deputy City Recorder

DATE: 02/25/2019

SUBJECT: Consideration of Approval of a New Liquor License Application for VinoRai, LLC

ISSUE BEFORE THE COUNCIL:

The issue before the Council is to approve a new liquor license application for VinoRai, LLC.

RECOMMENDATION:

Staff respectfully recommends that the Council approve endorsement of the liquor license application for VinoRai, LLC.

EXECUTIVE SUMMARY:

VinoRai, LLC has submitted a new liquor license application under the category of warehouse. This would permit them to store, import, export, and produce malt beverages, wine, and cider. The business is located at 12085 SW Myslony St. 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](#)



ANNUAL AND MULTI-YEAR LICENSE TYPES

License Type	License Code	License Fee	A Summary of Primary License Privileges and Requirements
<u>Brewery</u>	BRW & BRWNC	\$500 (annually) And \$2.60 (annually) Alcohol Server Education fee if a BRW	<ul style="list-style-type: none"> • For the applicant who will make malt beverages and then primarily sell it at wholesale, but may also sell it at retail • Sell and distribute malt beverages to wholesale and retail licensees of the OLCC • Import malt beverages into Oregon • Export malt beverages out of Oregon (Oregon has no requirements if you wish to ship or deliver malt beverages to a business or individual outside of Oregon; however, the state or country in which the business or individual is located may have requirements) • Sell malt beverages made on the premises to individuals (non-licensees of the OLCC) for consumption on the licensed premises and/or in quantities of not less than four gallons for consumption off the licensed premises • Not eligible to ship or deliver malt beverages directly to individuals (non-licensees of the OLCC) in Oregon (the individuals must take delivery of the malt beverage at the Brewery licensed premises) • May not sell wine or cider • Must obtain a privilege tax bond • Not eligible to obtain any special event license • BRW designates a license that allows tastings or other on-premises consumption of alcohol by patrons • BRWNC designates a licensee that does not allow tastings or other on-premises consumption of alcohol by patrons
<u>Brewery-Public House</u>	BP	\$250 (annually) And \$2.60 (annually) Alcohol Server Education fee	<ul style="list-style-type: none"> • For the applicant who will make malt beverages and then primarily sell it at retail, but may also sell it at wholesale • Distribute malt beverages to wholesalers in Oregon • Can't import malt beverages into Oregon • Export malt beverages out of Oregon (Oregon has no requirements if you wish to ship or deliver malt beverages to a business or individual outside of Oregon; however, the state or country in which the business or individual is located may have requirements) • If make 5,000 barrels or less of malt beverages in a year can sell and distribute those malt beverages directly to retail licensees in Oregon • Sell malt beverages, wine, and cider to individuals in Oregon for consumption on or off the licensed business • Eligible to ship or deliver malt beverages directly to an Oregon resident • Eligible to apply for a "special event" license: SEBPH • Must obtain a privilege tax bond

License Type	License Code	License Fee	A Summary of Primary License Privileges and Requirements
<u>Certificate of Approval (for beer, wine, and cider)</u>	CERA	\$175 (for 5 years)	<ul style="list-style-type: none"> Allows a person in a US state other than Oregon to send malt beverages, wine, or cider to an Oregon wholesaler (the Oregon wholesaler can receive the alcohol only if the person sending the alcohol has a CERA) Allows a wholesaler in Oregon to receive malt beverages, wine, and cider directly from a person outside of the US (the Oregon wholesaler must get the CERA)
<u>Certificate of Approval (for distilled spirits)</u>	CER-D	No fees	<ul style="list-style-type: none"> Required for manufacturers, importers, and others who import distilled spirits into Oregon for sale in the state. No need to apply for this certificate; it is automatically issued by the OLCC
<u>Direct Shipper Permit</u>	DS	\$50 (annually)	<ul style="list-style-type: none"> Allows certain businesses in a US state other than Oregon to send wine and cider directly from that state to a resident of Oregon Must obtain privilege tax bond
<u>Distillery</u>	DIST	\$100 (annually)	<ul style="list-style-type: none"> Make and import distilled spirits into Oregon Export distilled spirits out of Oregon Sell distilled spirits to the OLCC (for sale in a liquor store) Provide tastings of distilled spirits on the premises Eligible to apply for a “special event” license: SED Does not obtain privilege tax bond
<u>Full On-Premises Sales, Commercial</u>	F-COM	\$400 (annually) And \$2.60 (annually) Alcohol Server Education fee	<ul style="list-style-type: none"> Sell and serve distilled spirits, malt beverages, wine, and cider for consumption on the licensed premises (this is the license most “full-service” restaurant obtain) Eligible to apply to get pre-approved to cater some events off of the licensed premises (events that are small, usually closed to the general public, and where food service is the primary activity) Eligible to apply for a “special event” license: TUAL
<u>Full On-Premises Sales, Caterer</u>	F-CAT	\$400 (annually) And \$2.60 (annually) Alcohol Server Education	<ul style="list-style-type: none"> Sell and serve distilled spirits, malt beverages, wine, and cider via pre-approved catering <u>for events off of the annually licensed premises</u> (these are events that are small, usually closed to the general public, and where food service is the primary activity) Eligible to apply for a “special event” license: TUAL

License Type	License Code	License Fee	A Summary of Primary License Privileges and Requirements
<u>Full On-Premises Sales, For-Profit Private Club</u>	F-FPC	\$400 (annually) And \$2.60 (annually) Alcohol Server Education	<ul style="list-style-type: none"> • Sell and serve distilled spirits, malt beverages, wine, and cider for consumption on the licensed premises, but only for members and guests • Must have a minimum of 100 members • Eligible to apply to get pre-approved to cater some events off of the licensed premises (events at which only members and guests may attend and where food service is the primary activity) • Eligible to apply for a “special event” license for a temporarily licensed event at which only members and guests may attend: TUAL
<u>Full On-Premises Sales, Nonprofit Private Club</u>	F-CLU	\$200 (annually) And \$2.60 (annually) Alcohol Server Education	<ul style="list-style-type: none"> • Sell and serve distilled spirits, malt beverages, wine, and cider for consumption on the licensed premises, but only for members and guests • Must have a minimum of 100 members • Must be a nonprofit corporation registered as such with Oregon’s Office of the Secretary of State for a minimum of one year immediately prior to the date of the application • Eligible to apply to get pre-approved to cater some events off of the licensed premises (events at which only members and guests may attend and where food service is the primary activity) • Eligible to apply for a “special event” license for a temporarily licensed event at which only members and guests may attend: TUAL
<u>Full On-Premises Sales, Other Public Location</u>	F-PL	\$400 (annually) And \$2.60 (annually) Alcohol Server Education fee	<ul style="list-style-type: none"> • Sell and serve distilled spirits, malt beverages, wine, and cider for consumption on the licensed premises • Eligible to apply to get pre-approved to cater some events off of the licensed premises (events that are small, usually closed to the general public, and where food service is the primary activity) • Eligible to apply for a “special event” license: TUAL
<u>Full On-Premises Sales, Public Passenger Carrier</u>	F-PC	\$400 (annually) And \$2.60 (annually) Alcohol Server Education	<ul style="list-style-type: none"> • Allows an airline, railroad, or tour boat to sell and serve distilled spirits, malt beverages, wine, and cider for consumption on the licensed premises • Eligible to apply for a “special event” license: TUAL

License Type	License Code	License Fee	A Summary of Primary License Privileges and Requirements
Grower Sales Privilege	GSP & GSPNC	\$250 (annually) And \$2.60 (annually) Alcohol Server Education fee if a GSP	<ul style="list-style-type: none"> • Import, store, and export wine and cider made from fruit or grapes grown in Oregon under the control of the licensee (note this license doesn't allow the manufacture of wine or cider) • Sell such wine or cider to wholesalers in Oregon • Export such wine or cider out of Oregon • Sell and distribute such wine or cider directly to retail licensees in Oregon • Sell such wine or cider to individuals in Oregon for consumption on or off the licensed business • Eligible to ship such wine and cider directly to an Oregon resident • Eligible to apply for a "special event" license: SEG • Must obtain privilege tax bond • GSP designates a license that allows tastings or other on-premises consumption of alcohol by patrons • GSPNC designates a licensee that does not allow tastings or other on-premises consumption of alcohol by patrons
Limited On-Premises Sales	L	\$200 (annually) And \$2.60 (annually) Alcohol Server Education	<ul style="list-style-type: none"> • Sell and serve malt beverages, wine, and cider for consumption on the licensed premises • Sell malt beverages in a container holding seven or more gallons for consumption off the licensed premises • Eligible to apply to get pre-approved to cater some events off of the licensed premises (events that are small, usually closed to the general public, and where food service is the primary activity) • Eligible to apply for a "special event" license: TUAL
Off-Premises Sales	O	\$100 (annually)	<ul style="list-style-type: none"> • Sell factory-sealed containers of malt beverages, wine, and cider at retail to individuals in Oregon for consumption off the licensed premises • Eligible to apply to get pre-approval 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
Warehouse	WH	\$100 (annually)	<ul style="list-style-type: none"> • Store, import, export, and produce malt beverages, wine, and cider • In Oregon, primarily sell or ship to other Oregon wholesalers; however, some exceptions may apply • Must obtain privilege tax bond
Wholesale Malt Beverage and Wine	WMBW	\$275 (annually)	<ul style="list-style-type: none"> • Store, import, export, and sell malt beverages, wine, and cider at wholesale to Oregon retail licensees • Make limited retail sales of malt beverages, wine, and cider to the public • Not eligible to ship or deliver malt beverages, wine, or cider directly to individuals (non-licensees of the OLCC) in Oregon (the individuals must take delivery of the malt beverage, wine, or cider at the WMBW licensed premises) • Must obtain privilege tax bond

License Type	License Code	License Fee	A Summary of Primary License Privileges and Requirements
Wine Self-Distribution Permit	WSD	\$100 (annually)	<ul style="list-style-type: none"> Allows a manufacturer of wine and cider in a US state other than Oregon to sell and ship such wine and cider directly to an Oregon retail licensee <u>but only if the Oregon retailer holds a valid endorsement issued by the OLCC authorizing the receipt of wine or cider from the holder of a Wine Self-Distribution Permit</u> Must obtain privilege tax bond
Winery	WY and WYNC	\$250 (annually) And \$2.60 (annually) Alcohol Server Education fee if a WY	<ul style="list-style-type: none"> Manufacture, store, and export wine and cider 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 the licensed business Eligible to ship wine and cider directly to an Oregon resident Eligible to apply for a “special event” license: SEW Must obtain privilege tax bond WY designates a license that allows tastings or other on-premises consumption of alcohol by patrons WYNC designates a licensee that does not allow tastings or other on-premises consumption of alcohol by patrons

SPECIAL EVENT LICENSE TYPES

License Type	License Code	License Fee	A Summary of Primary License Privileges and Requirements
Temporary Sales License	TSL	\$50 (per license day)	<ul style="list-style-type: none"> Sell and serve distilled spirits, malt beverages, wine, and cider for consumption on the special event licensed premises Sell factory-sealed containers of beer, wine, or cider at retail to individuals in Oregon for consumption off of the special event licensed premises Can't allow patrons to take <u>any</u> distilled spirits off of the special event licensed premises (whether in an open or sealed container) A person or organization making alcoholic beverages within Oregon or importing or causing to be imported into Oregon an alcoholic beverage for sale or distribution in Oregon is NOT eligible for this license. This includes the following OLCC licensees: Brewery; CERA; CERD; Distillery; Grower Sales Privilege; Warehouse; Wholesale Malt Beverage and Wine; and Winery. This also includes wineries, breweries, distilleries, and wholesalers in other states.

License Type	License Code	License Fee	A Summary of Primary License Privileges and Requirements
<u>Temporary Use of an Annual License</u>	TUAL	No license fee	<ul style="list-style-type: none"> Any type of Full-On Premises Sales licensee and any Limited On-Premises Sales licensee may apply for this license Allows a Full On-Premises Sales licensee to sell and serve distilled spirits, malt beverages, wine, and cider for consumption on the special event licensed premises Allows a Limited On-Premises Sales licensee to sell and serve malt beverages, wine, and cider for consumption on the special event licensed premises
<u>Special Event Winery</u>	SEW	\$10 (per license day)	<ul style="list-style-type: none"> Allows an Oregon Winery licensee to sell malt beverages, wine, and cider for consumption on the special event licensed premises or in manufacturer-sealed containers for consumption off of the special event licensed premises
<u>Special Event Grower</u>	SEG	\$10 (per license day)	<ul style="list-style-type: none"> Allows an Oregon Grower Sales Privilege licensee to sell wine and cider allowed to be sold under the annual Grower Sales Privilege license for consumption on the special event licensed premises or in manufacturer-sealed containers for consumption off of the special event licensed premise
<u>Special Event Brewery Public House</u>	SEBPH	\$10 (per license day)	<ul style="list-style-type: none"> Allows an Oregon Brewery-Public House licensee to sell malt beverages, wine, and cider for consumption on the special event licensed premises or in manufacturer-sealed containers for consumption off of the special event licensed premises
<u>Special Event Distillery</u>	SED	\$10 (per license day)	<ul style="list-style-type: none"> Allows an Oregon Distillery licensee to provide tastings and sell drinks of distilled liquor manufactured by the Oregon Distillery licensee on the special event licensed premises when the distilled liquor is approved for sale in Oregon If the licensee is a distillery retail outlet agent, may sell factory-sealed containers of distilled liquor manufactured by the licensee for consumption off the licensed premises of the event



CITY OF TUALATIN

LIQUOR LICENSE APPLICATION

return Completed form to:
City of Tualatin
Attn: Deputy City Recorder
18880 SW Martinazzi Ave
Tualatin, OR 97062

Date January 31st 2019

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): VinoRai, LLC

Business address 12085 SW Mystery St City Tualatin State OR Zip Code 97062

Mailing address PO BOX 95235 City Seattle State WA Zip Code 98145

Telephone # (206) 383-2561 Fax # _____

Email amy.vinorai@gmail.com

Name(s) of business manager(s) First Donald Middle C Last Brain



Home address _____ City _____ State _____ Zip Code _____

(attach additional pages if necessary)

Type of business Wine Importer

Type of food served N/A

Type of entertainment (dancing, live music, exotic dancers, etc.) N/A

Days and hours of operation M-F 8am-5pm

Food service hours: Breakfast N/A Lunch N/A Dinner N/A

Restaurant seating capacity N/A Outside or patio seating capacity N/A

How late will you have outside seating? N/A How late will you sell alcohol? N/A

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

SECTION 3: DESCRIPTION OF LIQUOR LICENSE

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

Type of liquor license (refer to OLCC form) _____

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: David L Korol _____ Date of birth: _____
Residence address: _____

Full name: Theresa Korol

Date of birth: [REDACTED]

Residence address: [REDACTED]

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.

Theresa Korol Signature of Applicant 2/7/19 Date

For City Use Only

Sources Checked:

- DMV by _____
- LEDS by _____
- TuPD Records by _____
- Public Records by _____

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

Number of Tualatin arrest/suspect contacts for _____

It is recommended that this application be:

- Granted
- Denied

Cause of unfavorable recommendation: _____

Signature

Date

Bill Steele
Chief of Police
Tualatin Police Department

Full name: Jonathan A Pey Date of birth: 06/07/1961
Residence address: 29 Nokomis Ave. San Anselmo, CA 94960

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.

Donald B. Pey 2/4/19
Signature of Applicant Date

For City Use Only

Sources Checked:

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

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

It is recommended that this application be:

Granted

Denied

Cause of unfavorable recommendation: _____

Bill Steele 2-11-19
Signature Date

Bill Steele
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: Clayton Reynolds, Maintenance Services Div Manager

DATE: 02/25/2019

SUBJECT: Consideration of **Resolution No. 5425-19** Awarding the Contract for Project Manager Owners Representative for the Tualatin Service Center Project to PLANB Consultancy

ISSUE BEFORE THE COUNCIL:

Consideration of Resolution No. 5425-19, Awarding the Contract for Project Manager Owners Representative for the Tualatin Service Center Project to PLANB Consultancy.

RECOMMENDATION:

Staff recommends that the Council approve the resolution to allow the City Manager to execute a contract with PLANB Consultancy to provide Design/Construction Management services not to exceed in the amount of \$237,400.

EXECUTIVE SUMMARY:

The Tualatin Services Center project affects a number of stakeholders. It became apparent during the Conceptual Planning stage of the project additional staff would be important to the project's success. It was determined the best solution was a Project Manager/Owners Representative to manage the project through the Design and Construction.

The project was advertised in the Daily Journal of Commerce on December 7th, 2018. Five (5) bids were received prior to the close of the bid period on December 26th, 2018. There was an evaluation process and three (3) firms were interviewed. PLANB Consultancy was selected and the bid submitted was in the amount of \$237,400.

FINANCIAL IMPLICATIONS:

The term of the contract is for two years, not to exceed \$237,400. The contract cost will be allocated across all funds participating in the service center.

Attachments: Resolution 5425-19
 PSA
 Scope of Work

RESOLUTION NO. 5425-19

A RESOLUTION AWARDING THE CONTRACT FOR PROJECT MANAGER OWNERS REPRESENTATIVE FOR THE TUALATIN SERVICES CENTER PROJECT TO PLANB CONSULTANCY.

WHEREAS, the project was advertised in the *Daily Journal of Commerce* on December 7th, 2018;

WHEREAS, five (5) bids were received prior to the close of the bid period on December 26th, 2018;

WHEREAS, PLANB Consultancy was selected through an evaluation and interview process. PLANB Consultancy submitted a bid for the service in the amount of \$237,400; and

WHEREAS, Project Management/Owners Representative will be funded from the Operating Fund Reserve.

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

Section 1. The contract is awarded to PLANB Consultancy.

Section 2. The City Manager is authorized to execute a contract with PLANB Consultancy in the amount of \$237,400.

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

Section 4. This resolution is effective upon adoption.

INTRODUCED AND ADOPTED by the City Council this 25th day of February, 2019.

CITY OF TUALATIN, OREGON

BY _____
Mayor

APPROVED AS TO FORM

ATTEST:

BY _____
City Attorney

BY _____
City Recorder

CITY OF TUALATIN PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered by and between the City of Tualatin, a municipal corporation of the State of Oregon ("City"), and PLANB Consultancy ("Provider").

Section 1 - Agreement Documents. The Contract Documents, which together form the complete Contract between the parties, consist of the following documents in descending order of precedence: (i) this Agreement; (ii) any documents specifically referenced in this Agreement; (iii) the attached Scope of Work (Exhibit A); (iv) the invitation to bid/propose; and (v) Provider's bid/response. To the extent there is any conflict between the documents, the conflict is resolved by the order of precedence described above. There are no Contract Documents other than those listed.

Section 2. Work. Provider shall complete all Work that is generally described in the Scope of Work (Exhibit A). Provider shall be solely responsible for all Work under this Agreement, including all services, labor, materials and supplies, documents, permits and other requirements to complete the Work, whether produced by Provider or any of Provider's subcontractors or Providers, except for those items identified as the responsibility of the City.

Section 3. Effective Date; Term; Renewal.

- A. Effective Date.** The effective date of this Agreement is the date both Parties sign this Agreement ("Effective Date"). If the parties sign on separate dates, the latter date shall be the Effective Date.
- B. Term.** The term of this agreement begins on the Effective Date and terminates October 31, 2020, unless otherwise renewed.
- C. Renewal.** The Parties may renew this agreement for an additional term or terms upon the mutual written consent of both parties, provided that in no event may this agreement, including renewals, extend beyond three (3) years.

Section 4. Standard of Care. Provider shall use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession. If Provider is in an industry that requires a license to perform the work, Provider will perform all work in compliance with applicable licensing standards.

Section 5. Independent Contractor; Responsibility for Taxes and Withholding; Anti-Kickback.

- A. Independent Contractor.** Provider will perform all Work as an independent Provider. The City reserves the right (i) to determine and modify the delivery schedule for the Work and (ii) to evaluate the quality of the Work Product; however, the City may not and will not control the means or manner of Provider's performance. Provider is responsible for determining the appropriate means and manner of performing the Work.
- B. Not an Officer, Employee or Agent.** Provider is not an "officer", "employee", or "agent" of the City, as those terms are used in ORS 30.265.
- C. Federal and State Taxes.** Provider is responsible for all federal or state taxes applicable to compensation or payments paid to Provider under this Agreement and, unless Provider is subject to backup withholding, City will not withhold from such compensation or payments any amount(s) to cover Provider's federal or state tax obligations. Provider is not eligible for any social security, unemployment insurance or workers' compensation benefits from City under this Agreement. Provider is not entitled to, and expressly waives all claims to City benefits, including but not limited to health and disability insurance, paid leave, and retirement.
- D. Anti-Kickback.** Contractor must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. § 847) as supplemented in Department of Labor regulations (29 CFR part 3).

Section 6. Subcontracting. Provider's services are unique and as such, will not enter into any subcontracts for any of the Work required by this Agreement without City's prior written consent.

Section 7. Agreement Price. City agrees to pay Provider the not to exceed price of \$237,400, which is inclusive of all hours necessary to complete the Work. **(Check One Below)**

- City certifies that it has sufficient funds currently authorized to finance the full costs of this Agreement.
- Provider understand and agrees that City's payment of amounts under this Agreement is contingent on City receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow City, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.

Section 8. Payment Process.

- A. Invoices.** Provider must furnish City an invoice for services on a monthly basis. The invoice must contain an itemized statement showing the number of hours worked on the project by Provider and the specific Work or portions of the Work performed.
- B. Reimbursable Expenses.** City's Payment for reimbursable expenses is limited to those reimbursable expenses set forth on Exhibit A, which are actually incurred by Provider and itemized on Provider's invoice for services.
- C. Payment for Services.** City will pay Provider for services invoiced within thirty (30) days of receiving an itemized invoice ("net thirty"), unless City disputes the invoice, in which case City will only pay for those services not in dispute.

Section 9. Notice to Parties. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder must be given in writing by personal delivery, mail facsimile, or email.

- A. Notice by Personal Delivery.** Any communication or notice given by personal delivery is effective when actually delivered.
- B. Notice by Mail.** Notice given by mail must be by postage prepaid, to Provider or City at the address, set forth herein, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed is effective five (five) days after mailing.
- C. Notice by Email.** Any communication or notice given by email is effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.
- D. Party to be Notified.** Unless otherwise notified in writing as set forth above, notices must be given to the Project Managers. If a Party's Project Manager is changed, notification of the change must be promptly made in writing to the other party. If a party receives a communication from the other party not executed by the Project Manager, the party may request clarification by the other party's Project Manager, which must be promptly furnished.

- 1. City's Project Manager**
Clayton Reynolds, Maintenance Services Manager
10699 SW Herman Rd Tualatin Or. 97224
503-691-3099, creynolds@tualatin.gov
- 2. Provider's Project Manager**
Gerard Mulrooney, Project Manager,
696 McVey Avenue, Ste. 202 Lake Oswego, Or. 97034
503-850-9876, gmulrooney@planbconsult.net

Section 10. City's Obligations. In addition to obligations of City described in other parts of the Agreement Documents, City will respond in a timely manner to all properly submitted requests from Provider and cooperate with Provider to promptly review, comment on and approve all proposals and work that comply with the requirements of this Agreement.

Section 11. Assignment of Agreement. No assignment of any rights, duties, responsibilities, or interests in the Agreement will be binding on the other party without the written consent of the party sought to be bound. No assignment will release or discharge the assignor from any duty or responsibility under the Agreement Documents.

Section 12. Successors and Assigns. The provisions of this Agreement are binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

Section 13. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties must be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

Section 14. Merger Clause; Waiver. This Agreement, including all Agreement Documents, constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement will bind the parties unless in writing and signed by both parties and all necessary City approvals have been obtained.

Section 15. Agreement Construction. This Agreement shall not be construed against either party regardless of which party drafted it. Other than as modified by this Agreement, the applicable rules of Agreement construction and evidence will apply.

Section 16. Ownership of Intellectual Property.

- A. Original Works.** All Work Product created by Provider pursuant to the Work, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of City. City and Provider agree that such original works of authorship are "work made for hire" of which City is the author and Provider hereby irrevocably assigns to City any and all of its rights, title, and interest in all original Work Product created pursuant to the Work, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon City's reasonable request, Provider will execute such further documents and instruments necessary to fully vest such rights in City.
- B. Provider Intellectual Property.** All pre-existing trademarks, service marks, patents, copyrights, trade secrets, and other propriety rights of Provider are and will remain the exclusive property of Provider. Notwithstanding the foregoing, Provider hereby grants to City an irrevocable, nonexclusive, perpetual, royalty free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Provider Intellectual Property, and to authorize others to do the same on City's behalf.
- C. Third Party Works.** In the event that Work Product is Third Party Intellectual Property, Provider must secure on the City's behalf and in the City's name, an irrevocable, nonexclusive, perpetual, royalty free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on City's behalf.

Section 17. Records Maintenance; Access. Provider must maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles, and any other records pertinent to this Agreement in such a manner as to clearly document Provider's performance, for a minimum period of three (3) years from the date of final payment or termination of this Agreement. City may have access to all documents, whether in paper, electronic, or other form, to perform examinations and audits and make excerpts and transcripts.

Section 18. No Third-Party Beneficiaries. There are no intended third-party beneficiaries to this Agreement. Provider and the City are the only parties to this Agreement and are intended to be the only entities entitled to exercise and enforce the rights and obligations created by this Agreement.

Section 19. Nondiscrimination; Compliance with Applicable Law. Provider agrees that no person shall, on the grounds of race, color, religion, sex, marital status, familial status, domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income, or veteran status suffer discrimination in the performance of this Agreement. Provider must comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Work under this Agreement. Contractor will not discriminate against minority-owned, women-owned, or emerging small businesses. Contractor must include a provision in each subcontract requiring subcontractors to comply with the requirement of this provision.

Section 20. Public Contracting Requirements. Provider must comply with provisions of ORS 279A.110; 279B.220, 279B.225, 279B.230, and 279B.235, which are incorporated by reference herein. City's performance under the Agreement is conditioned upon Provider's compliance.

Section 21. Certification of Compliance with Tax Laws. As required by ORS 279B.110(2)(e), Provider represents and warrants that Provider has complied with the tax laws of this state, the City, and applicable political subdivisions of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318, hereafter ("Tax Laws"). Provider further covenants to continue to comply with the Tax Laws during the term of this Agreement and Provider covenants and acknowledges that the failure to comply with the Tax Laws is a default for which City may terminate this Agreement and seek damages.

Section 22. Registered in Oregon and City of Tualatin. If Provider is not domiciled in or registered to do business in the State of Oregon, Provider must promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Agreement. Provider must demonstrate its legal capacity to perform the Work under this Agreement in the State of Oregon prior to entering into this Agreement. Provider must have or acquire a City business license prior to executing this Agreement.

Section 23. Use of Recycled Products. Provider shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(1)(ee)), recycled PETE products (as defined in ORS 279A.010(1)(ff)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(gg)).

Section 24. Force Majeure. Neither City nor Provider will be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts, or other acts of political sabotage, or war where such cause was beyond the reasonable control of City or Provider, respectively.

Section 25. Survival. All rights and obligations of the parties will cease upon termination or expiration of this Contract, except for the rights and obligations of a party for payment of completed Work, indemnity, dispute resolution, maintenance of insurance, and those provisions, including, but not limited to, provisions concerning property rights and governing laws which, by their nature, must survive termination to accomplish the intent of the parties as expressed in this Contract.

Section 26. Joint and Several Liability. In the event Provider includes more than one person or entity, all such persons or entities will be jointly and severally liable for all conditions herein.

Section 27. Indemnification. Provider must defend, save, hold harmless, and indemnify the City, its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the activities of Provider or its officers, employees, subcontractors, or agents under this Agreement.

Section 28. Insurance. Provider must provide City with evidence of the following insurance coverage's prior to execution of this Agreement. A copy of each insurance policy, issued by a company currently licensed in the State of Oregon in a form satisfactory to City certifying to the issuance of such insurance, must be furnished to City. All policies must be written on an "occurrence basis. Provider must provide for not less than 30 days' written notice to City before they may be revised, non-renewed, canceled, or coverage reduced. If the policy lapses during performance, City may treat said lapse as a breach; terminate this Agreement and seek damages; withhold progress payments without impairing obligations of Provider to proceed with work; pay an insurance carrier (either Provider's or a substitute) the premium amount and withhold the amount from payment to Provider; and use any other remedy provided by this Agreement or by law.

- A. Automobile.** Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- B. General Liability.** Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any act or omission of Provider or of any of its employers, agents, or subcontractors, with \$2,000,000 per occurrence and in the aggregate.
- C. Professional Liability.** Professional Liability Insurance of \$2,000,000 per occurrence and in the aggregate, including contractual liability coverage. If Contractor proposes using subcontractors, City may require subcontractors to provide professional liability insurance, provided the amount and form of coverage complies with this Section.
- D. Policy Coverage.** Coverage provided by this policy(ies) must be primary and any other insurance carried by City is excess. Provider will be responsible for any deductible amounts payable under all policies of insurance.
- E. Workers Compensation.** Provider, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Worker's Compensation Law and must comply with ORS 656.017.

Section 29. Default; Remedies; Termination.

- A. Default by Provider.** Provider is in default under this Agreement if Provider commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement, fails to perform the Work under this Agreement within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Provider's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within fourteen (14) calendar days after City's notice, or such longer period as City may specify in such notice.
- B. City's Remedies for Provider's Default.** In the event Provider is in default, City may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:
 - (i) Termination of this Agreement;
 - (ii) Withholding all monies due for Work and Work Products that Provider has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;
 - (iii) Initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;

- (iv) Exercise of its right of setoff.

These remedies are cumulative to the extent the remedies are not inconsistent, and City may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Provider was not in default, then Provider is entitled to the same remedies as if this Agreement was terminated.

C. Default by City. City is in default under this Agreement if:

- (i) City fails to pay Provider any amount pursuant to the terms of this Agreement, and City fails to cure such failure within thirty (30) calendar days after Provider's notice or such longer period as Provider may specify in such notice; or
- (ii) City commits any material breach or default of any covenant, warranty, or obligation under this Agreement, and such breach or default is not cured within thirty (30) calendar days after Provider's notice or such longer period as Provider may specify in such notice.

D. Provider's Remedies for City's Default. In the event City terminates the Agreement, or in the event City is in default and whether or not Provider elects to exercise its right to terminate the Agreement, Provider's sole monetary remedy is (i) with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked within any limits set forth in this Agreement but not yet billed, authorized expenses incurred and interest of two-thirds of one percent per month, but not more than eight percent per annum, and (ii) with respect to deliverable based Work, a claim for the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by City, less previous amounts paid and any claim(s) that City has against Provider. In no event will City be liable to Provider for any expenses related to termination of this Agreement or for any anticipated profits. If previous amounts paid to Provider exceed the amount due to Provider under this subsection, Provider must pay immediately any excess to City upon written demand provided.

E. Termination by City. At its sole discretion, City may terminate this Agreement:

- (i) For any reason upon thirty (30) days' prior written notice by City to Provider;
- (ii) Immediately upon written notice if City fails to receive funding or expenditure authority at levels sufficient to pay for the Work or Work Products; or
- (iii) Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the City's purchase of the Work or Work Products under this Agreement is prohibited or City is prohibited from paying for such Work or Work Products from the planned funding source.
- (iv) City may terminate this Agreement immediately upon written notice by City to Provider if Provider is in default of this Agreement.

F. Termination by Provider. Provider may terminate this Agreement with such written notice to City upon the occurrence of the following events.

- (i) City is in default because City fails to pay Provider any amount pursuant to the terms of this Agreement, and City fails to cure such failure within thirty (30) calendar days after Provider's notice of the failure to pay or such longer period as Provider may specify in such notice; or
- (ii) City is in default because City commits any material breach or default of any covenant, warranty, or obligation under this Agreement, fails to perform its commitments hereunder within the time specified or any extension thereof, and City fails to cure such failure within thirty (30) calendar days after Provider's notice or such longer period as Provider may specify in such notice.

G. Return of Property upon Termination. Upon termination of this Agreement for any reason whatsoever, Provider must immediately deliver to City all of City's property (including without limitation any Work or Work Products for which City has made payment in whole or in part) that is in the possession or under the control of Provider in whatever stage of development and form of recordation such City property is expressed or embodied at that time. Upon receiving a notice of termination of this Agreement, Provider must immediately cease all activities under this Agreement, unless City expressly directs otherwise in such notice of termination. Upon City's request, Provider must surrender to anyone City designates, all documents, research or objects or other tangible things needed to complete the Work and the Work Products.

- H. City's Remedies Cumulative.** In the event of termination, in addition to the remedies provided herein, City shall have any remedy available to it in law or equity. City shall also have such remedies as are available to it in law or equity for Provider's breach without the requirement that City first terminate this Agreement.

Section 30. Dispute Resolution.

- A. Process.** If Provider disagrees with a decision of the City under this Agreement, Provider must provide written notice to the City's Project Manager of Provider's disagreement, and include all relevant information and exhibits, within thirty (30) days of Provider's knowledge of the decision to which Provider disagrees. The City's Project manager will review the information and meet with Provider to attempt to come to resolution on the dispute and process any necessary Change Order. If City and Provider are unable to come to resolution, the City's Project Manager will issue a written decision outlining the City's reasons to decline Provider's request regarding the dispute.
- B. Complaint.** Any claim that cannot be resolved between the parties as set forth shall be initiated by filing a complaint in the appropriate court as provided in this Agreement. The claim and all cross and counter-claims filed in response to the complaint shall be submitted to mediation. If the parties cannot agree on a mediator, the Presiding Judge for Washington County will select the mediator. Only if the dispute cannot be resolved by mediation, will the parties proceed to litigate the claim in court.

Section 31. Attorney Fees. If any suit, action, arbitration or other proceeding is instituted upon this Agreement or to enforce any rights herein or otherwise pursue, defend or litigate issues related to this Agreement, each party will be liable for their own attorneys' fee and costs, including those on appeal. The parties each agree and hereby waive any right to attorney fees granted by statute or rule that conflicts with this provision.

Section 32. Confidentiality and Protection of Personal Information. Provider acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Agreement or its performance may consist of information that is exempt from disclosure to the public under Oregon's Public Records Laws, the Oregon Consumer Identity Theft Protection Act, ORS 646A.600- 646A.628, or other state or Federal statutes. Provider agrees to hold such information in strictest confidence and not to make use of such information for any purpose other than the performance of this Agreement, to release it only to authorized employees or subcontractors requiring such information for the purposes of carrying out this Agreement, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without City's express written consent or as provided by law.

Section 33. Execution of Agreement; Electronic Signature. This Agreement may be executed in one or more counterparts, all of which when taken together constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original. A signature of a party provided by email, "pdf," or other electronic data file constitutes an original signature of that party.

Section 34. Governing Law; Venue; Consent to Jurisdiction. This Agreement is governed by and will be construed in accordance with the laws of the State of Oregon without regard to principles of law. Any claim, action, suit or proceeding (collectively, "Claim") between City and Provider that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Washington County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event will this Section be construed as a waiver of any form of defense or immunity from any Claim or from the jurisdiction of any court. Provider, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

Section 35. Authority to Bind. City and Provider each represent and warrant that the individual(s) executing this Agreement have taken all steps necessary to secure full authority to bind the City and Provider, respectively, for the acts, expenditures, and obligations contemplated in this Agreement to be performed by each of them. BY EXECUTION OF THIS AGREEMENT, EACH PARTY HEREBY ACKNOWLEDGES THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

PROVIDER, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT PROVIDER HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

APPROVED AND ENTERED this ____ day of _____ 20____.

PLANB Consultancy _____
PROVIDER

CITY OF TUALATIN

By _____
Title _____

By _____
Sherilyn Lombos,
City Manager

APPROVED AS TO LEGAL FORM

Provider's Federal ID Number or
Social Security Number

City Attorney

EXHIBIT A
CITY OF TUALATIN – PLANB CONSULTANCY
PROFESSIONAL SERVICES
SCOPE of WORK

Project Manager/Owner’s Representative (PM/OR)
Design/Construction Management
Tualatin Services Center
New Building/Remodel w/Site Improvements

PROJECT DESCRIPTION - SCOPE of SERVICES

PLANB – Project Manager and staff working with the Owner, shall serve as a principal point of contact providing administrative, management and related services for project management including the coordination of communications with Stakeholders, Executive & Design Task Force teams, the Architect, the General Contractor (“GC”) and other consultants, contractors, and vendors throughout the project.

The PM/OR shall advocate for the Owner’s interests of quality, timely and cost-effective construction of the Tualatin Service Center project while maintaining professional relationships with contractors. The PM/OR will be responsible for monitoring progress on all aspects of the project in every phase and ensuring the project is completed at the lowest possible cost and the highest degree of functionality and quality.

The Tualatin Services project goal is to combine all Community Development and Maintenance Services at one location. The project goal is to expand the Operations Facility allowing space for the relocation of Community Development, Engineering, and Building Division from City Offices. Space may include relocation of Municipal Court from the Police building?

The current total project budget is \$8,000,000.

SCOPE OF SERVICES

Phase I Pre-Design

1. Schedule and conduct meetings to discuss such matters as procedures, progress, staffing issues, consultants and contractors and other vendors throughout the project.
2. Create a project schedule, defining stakeholders, communication, decision points, and milestones.
3. Prepare a preliminary project budget including detailed soft costs. Develop spending projections through all project phases.
4. Coordinate communications and documentation of the Project activities keeping the Owner informed of progress, issues, and solutions of the work of the Project. Monitor project budgets, schedules, correspondence, and other tools to communicate and document the progress of the work of the Project.

SCOPE OF SERVICES – Phases 1 Pre-Design Continued

5. Review Conceptual Plan and project to date. Collaborate with staff and advise project delivery system on whether to use traditional design/bid/build, modified design/bid/build with prequalified construction firms, Construction Manager/General Contractor (CM/GC), or design/build.
6. Create RFP design documents and manage the Architectural selection process in compliance with State and City public contracting requirements.
7. Assist Owner in the Architect and CM/GC negotiation process. Tasks include, but are not limited to, assisting Owner and Owner's legal counsel in development/refinement of Architect and CM/GC contract language and assist in contract negotiations and contract completion and notice to proceed on the Owner's behalf.
8. Provide review comments to Architect, Owner, Communications Team, GC etc.
9. Enrollment of building with the Energy Trust of Oregon, when appropriate.
10. Evaluate aspects of the proposed building related to sustainability.
11. Ensure budgetary details and Conceptual Plan complies with the 1.5% Green Energy Requirements, as provided in ORS 279C.527

Phase I Deliverables

- Meeting Schedule - Communication Plan
- Project Schedule, Decision Points and Milestones
- Budget Tracking Document
- Assist with Land use Applications and Documents
- Written Recommendation of Design/Construction Process
- RFP Documents based on the Design/Construction Process Decision
- RFP / Bid review and recommendation memorandum
- Design Contract – Scope of Work and Approval

Phase II Design – Construction Documents- Bid- General Contractor Selection

1. Coordinate with Owner, Architectural team, City Staff the design phase process. Includes interviews, negotiations, and contract documents for the approved RFP candidate.
2. Coordinate with Team keeping communications plan updated.
3. Work with Owner and other stakeholders to ensure that the project design and technical specifications meet user and stakeholder needs.
4. Advise Owner on the potential costs associated with sustainability benchmarks. Assist in identifying any available financial incentives for sustainability measures.

Phase II Design – Construction Documents – Bid – General Contractor Selection Continued

5. Facilitate document review sessions with project team after Schematic Design, Design Development, and Construction Document plan sets are produced. Review and comment on the design deliverables relative to functionality, constructability, budget conformance, operating and maintenance performance and other applicable criteria. Be sure all design issues and resolutions are tracked in a detailed log.
6. Work with Project Team to analyze cost estimates at key milestones of the Project—after Schematic Design, Design Development, and 50% Construction Documents—and identify strategies to align the costs with the building program and project budget. Work with contractor to develop a Value Engineering (VE) log that details proposed VE items, identifies potential cost savings and summarizes the analysis and decision points.
7. Facilitate Owner directives. Assist the Owner in seeking, gaining, and coordinating required decisions.
8. Working with the Owner, Architect, and Contractor; update the project budgets for all hard and soft costs anticipated for the project based on design plans and specifications prepared by Architect and cost estimates prepared by Contractor. Utilize the budget for continued monitoring of costs.
9. Refine a detailed schedule for completion of the Project using input from the Owner, Architect, and Contractor. Consistently monitor progress against the schedule, identify opportunities to improve the schedule, encouraging all parties to maintain the schedule.
10. Assist Owner and Communications Team with outreach to stakeholders as needed. Plan and attend community outreach meetings as requested.
11. Act as key liaison between the Owner and Stakeholders, the Project Teams for all matters related to the Project involving the Owner, Architects, Consultants, Contractors, and Vendors.
12. Assist the Owner in soliciting proposals for third-party contractors specifically related to the design and construction of the Project If required. Project Manager will draft Agreements and monitor the activities of any third-party contractors.
13. Review and approve for payment all invoices directly associated with the design of the project, including Architect, Contractor, Consultants, etc.
14. Facilitate and support Architect and Owner in efforts to secure land use and building permits for the project.
15. Review and prepare bidding documents for advertisement and manage the contractor selection process.
16. Ensure design complies with the Green Energy Requirements, as provided in ORS 279C.527.

Phase II Design – Construction Documents – Bid – General Contractor Selection Continued

Phase II Deliverables

- Meeting Schedule- Communication Plan
- Project Schedule, Decision Points and Milestones
- Budget Tracking Document
- Architectural Design Contract Documents
- Space Programming/ Design Documentation
- Design and Construction Bid Documents

Phase III Construction, Closeout, and Commissioning

Maintain the overall project schedule; assist the Owner with resolving unexpected issues and challenges as they arise; and document the project critical path, deliverables, and milestones.

1. In coordination with the Architect and Contractor, assist and advise the Owner with evaluation of subcontractor bids and negotiation of the final Guaranteed Maximum Price proposal.
2. Conduct regular (not less than once weekly) Construction Coordination Meetings throughout construction and closeout phases. Prepare and promptly distribute minutes.
3. Provide project oversight and coordination, including acting as the Owner's liaison to the Architect and Contractor on the project; and assisting the Owner with confirmation that the Architect and Contractor are meeting Project milestones, quality, and budget goals.
4. Maintain the detailed project budget, including identifying risks to completion of the Project on budget. Issue a monthly project budget report. Review and approve for payment all invoices and expenses directly associated with the Project.
5. Assist with oversight of the performance of the Architect, Contractor, and other consultants, including reviewing and processing applications by the Contractor for progress and final payments; and monitoring the Architect's review and approval of shop drawings, product data, and samples.
6. Track progress of construction, including on-site observation to monitor the Contractor's maintenance of and adherence to the construction schedule and any potential delays.
7. Review Architect's responses to Contractor requests for interpretations of drawings and specifications and assist in the resolution of questions that may arise.
8. Review Supplemental Instructions, Requests for Information (RFI) prepared by the Contractor, and responses to RFIs prepared by Architect. Work with Architect to prepare and issue Proposal Requests, Construction Change Directives, and Change Orders based upon technical documentation prepared by the design team and upon Owner authorization. Assist the Owner with managing project contingency and completing project within available budget.

Phase III Construction, Close-Out, and Commissioning Continued

9. Advise the Owner on Special Consultants and testing, review results of tests required by the contract documents and invoices for third-party consultants to be paid by the Owner.
10. Ensure design and construction complies with the 1.5% Green Energy Requirements, as provided in ORS 279C.527. Assist City with reporting requirements to the State of Oregon in compliance with ORS 279C.527.
11. If an alternative contracting method (e.g., Design-Build or CMGC) is selected, assist City with evaluation and reporting requirements to the State of Oregon in compliance with ORS 279C.355.

Phase III Project Construction

- Meeting Schedule - Communication Plan
- Project Schedule, Decision Points and Milestones
- Budget Tracking Document

Phase III Project Closeout

- Commissioning assistance.
- Substantial completion inspection and punch-list preparation.
- Final inspection and punch-list preparation.
- Construction approval / acceptance recommendations.
- Final payment review and recommendation.
- Occupancy permit and move-in assistance.
- Compile, organize and turnover of project closeout documentation and record drawings.

Phase III Deliverables

- Meeting minutes and construction document management tracking logs.
- Inspection reports.
- Progress payments and contract change orders.
- Monthly status reports, cash flow, schedule, and budget updates.
- Commissioning plan review and recommendation memorandum.
- Substantial Completion and Final Inspection punch-lists.
- Complete, spatially organized digital files of project documentation.
- Final Report.

EXHIBIT B

Fee Summary

Task	Estimated Hours	Total Cost Per Task
Phase I - Pre-Design	175	\$ 25,725.00
Phase II - Design	621	\$ 91,625.00
Phase III - Construction	810	\$ 120,050.00
Total Costs	1606	\$ 237,400.00

Hourly Rates

Role	Hourly Rate
Project Manager	\$ 155.00
Deputy Project Manager	\$ 135.00
Sustainability Lead	\$ 165.00
Senior Scheduler	\$ 165.00
Public Outreach Specialist	\$ 210.00

Business License and Proof of Insurance Attached



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
Don Hudson, Finance Director

DATE: 02/25/2019

SUBJECT: 2018 Audit Report

ISSUE BEFORE THE COUNCIL:

Presentation of the 2018 Audit Report

RECOMMENDATION:

The City's Financial Reports are audited annually by an independent certified public accounting firm, Merina+Co. Tonya Moffitt, a Partner with Merina+Co, will present the results of the Fiscal Year Ending June 30, 2018 audit to the City Council.

Attached are the "Auditor's Communication with Those Charged with Governance" letters for both the City of Tualatin and the Tualatin Development Commission, which are required to be sent to the City Council. Ms. Moffitt will be presenting the major points from these letters.

Attachments: Auditor's Communication with Those Charged with Governance (City)
Auditor's Communication with Those Charged with Governance (TDC)

December 28, 2018

To the Honorable Mayor and City Council
City of Tualatin, Oregon

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information City of Tualatin, Oregon as of and for the year ended June 30, 2018, and have issued our report thereon dated December 28, 2018. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit

As communicated in our engagement letter dated July 23, 2018, our responsibility, as described by professional standards, is to form and express opinions about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the City of Tualatin solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, our firm, and our network firms have complied with all relevant ethical requirements regarding independence.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by City of Tualatin is included in Note 1 to the financial statements. As described in Note 1 to the financial statements, the City of Tualatin implemented one new accounting pronouncement issued by the Governmental Accounting Standards Board (GASB). The pronouncement is:

- GASB Statement No. 75 Accounting and Financial Reporting for Postretirement Benefits other than Pension

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the financial statements are described below.

Management's estimate of the accumulated depreciation is based on historical cost or estimated historical cost if purchased or constructed and donated capital assets are recorded at estimated fair market value at the date of donation.

Management's estimate of the compensated absences payable is based on current wages.

Management's estimate of compensated absences payable is based on current wages and includes an accrual for payroll taxes and PERS.

Management estimates for future litigation and worker's compensation claims liability are based on information received from the City's attorney and external actuaries.

Management's estimate of the net pension liability and other post-employment benefits liability are calculated based on information provided by the State of Oregon (PERS) that was determined by an actuary.

We evaluated the key factors and assumptions used to develop this/these estimates and determined that they are reasonable in relation to the basic financial statements taken as a whole and in relation to the applicable opinion units.

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting City of Tualatin's financial statements relate to:

The disclosure of Capital Assets in Note 4 to the financial statements summarizes the changes in capital assets for the year ended June 30, 2018.

The disclosure of Long Term Debt Obligations in Note 6 to the financial statements summarizes the changes in long term debt for the year ended June 30, 2018.

The disclosure of the City's OPEB Plan in Note 7 to the financial statements describes the City's OPEB Plan benefits, contributions, OPEB assets, liabilities, expense, deferred outflows/inflows of resources, and actuarial assumptions/projections.

The disclosure of the City's Pension Plan in Note 8 to the financial statements describes the City's Pension Plan benefits, contributions, pension assets, liabilities, expense, deferred outflows/inflows of resources, and actuarial assumptions/projections.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. No misstatements were noted during the audit.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to City of Tualatin's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Representations Requested from Management

We have requested certain written representations from management, in a separate letter dated December 28, 2018.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with City of Tualatin, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as City of Tualatin's auditors.

Other Matters

We applied certain limited procedures to the management's discussion and analysis, the schedule of City's proportionate share of the net OPEB liability - OPERS, RHA, schedule of City's OPEB contributions - OPERS, RHA, schedule of changes in the City's total OPEB liability and related ratios - implicit rate subsidy plan, schedule of City's OPEB contributions - implicit rate subsidy plan, schedule of the City's proportionate share of the net pension liability, and schedule of City's pension plan contributions which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit management's discussion and analysis, the schedule of City's proportionate share of the net OPEB liability - OPERS, RHA, schedule of City's OPEB contributions - OPERS, RHA, schedule of changes in the City's total OPEB liability and related ratios - implicit rate subsidy plan, schedule of City's OPEB contributions - implicit rate subsidy plan, schedule of the City's proportionate share of the net pension liability, and schedule of City's pension plan contributions and do not express an opinion or provide any assurance on this information.

We were engaged to report on the schedule of revenues, expenditures and changes in fund balances – budget and actual, as listed in the table of contents under RSI, is the responsibility of management and was derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America.

We were engaged to report on the other supplementary information, as listed in the table of contents, which accompany the financial statements but is not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

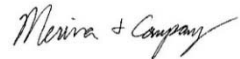
We were not engaged to report on the introductory section or statistical section, which accompany the financial statements but are not RSI. We did not audit or perform other

procedures on this other information and we do not express an opinion or provide any assurance on it.

This report is intended solely for the information and use of the Honorable Mayor, City Council, and management of City of Tualatin and is not intended to be and should not be used by anyone other than these specified parties.

If you should have any questions or comments, we would be pleased to discuss this report with you at your convenience.

Very truly yours,

A handwritten signature in cursive script that reads "Merina & Company".

Merina & Company, LLP
Certified Public Accountants and Consultants

December 28, 2018

To the Board of Commissioners
Tualatin Development Commission
Tualatin, Oregon

We have audited the financial statements of the governmental activities and each major fund of the Tualatin Development Commission, a component unit of the City of Tualatin, Oregon as of and for the year ended June 30, 2018, and have issued our report thereon dated December 28, 2018. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit

As communicated in our engagement letter dated July 23, 2018, our responsibility, as described by professional standards, is to form and express opinions about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the Tualatin Development Commission solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, our firm, and our network firms have complied with all relevant ethical requirements regarding independence.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by Tualatin Development Commission is included in Note 1 to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during fiscal year 2018. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the financial statements is accumulated depreciation.

Management's estimate of the accumulated depreciation is based on historical cost or estimated historical cost if purchased or constructed and donated capital assets are recorded at estimated fair market value at the date of donation.

We evaluated the key factors and assumptions used to develop this estimate and determined that it is reasonable in relation to the basic financial statements taken as a whole and in relation to the applicable opinion units.

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the Tualatin Development Commission's financial statements relate to:

The disclosure of Capital Assets in Note 4 to the financial statements summarizes the changes in capital assets for the year ended June 30, 2018.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit. No misstatements were noted during the audit.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the Tualatin Development Commission's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Representations Requested from Management

We have requested certain written representations from management, in a separate letter dated December 28, 2018.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with the Tualatin Development Commission, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the Tualatin Development Commission's auditors.

Other Matters

We applied certain limited procedures to the management's discussion and analysis, which is required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our

inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit management's discussion and analysis, and do not express an opinion or provide any assurance on this information.

We were engaged to report on the statement of revenues, expenditures, and changes in fund balances – budget and actual, as listed in the table of contents under RSI, is the responsibility of management and was derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America.

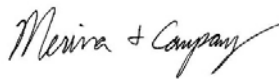
We were engaged to report on the other supplementary data, as listed in the table of contents, which accompany the financial statements but is not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the introductory section, which accompanies the financial statements but is not RSI. We did not audit or perform other procedures on this other information and we do not express an opinion or provide any assurance on it.

This report is intended solely for the information and use of the Board of Commissioners, and management of Tualatin Development Commission and is not intended to be and should not be used by anyone other than these specified parties.

If you should have any questions or comments, we would be pleased to discuss this report with you at your convenience.

Very truly yours,

A handwritten signature in cursive script that reads "Merina & Company".

Merina & Company, LLP
Certified Public Accountants and Consultants



STAFF REPORT

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Kelsey Lewis, Management Analyst II
Jeff Fuchs, Public Works Director & Sean Brady, City Attorney

DATE: 02/25/2019

SUBJECT: Consideration of **Resolution No. 5424-19** Adopting Findings in Support of Special Procurement and Authorizing the City Manager to Enter into a Direct Negotiation Contract with Alta Planning + Design for Services for the Tualatin Moving Forward Bond Program

ISSUE BEFORE THE COUNCIL:

Council will consider authorizing the City Manager to amend the Professional Services Agreement with Alta Planning + Design for Services for the Tualatin Moving Forward Bond Program.

RECOMMENDATION:

Staff recommends Council adopt the attached resolution.

EXECUTIVE SUMMARY:

The attached resolution authorizes the City Manager to amend the current Professional Services Agreement with Alta Planning + Design (Alta) to continue to provide owner's representative services for the Tualatin Moving Forward Bond Program. Additional authorization is necessary because additional services are needed and the contract amendment brings the total contract amount to more than \$150,000.

This contract-specific special procurement is allowed by both state law and the Tualatin Municipal Code (ORS 279B.085 and TMC 1-21-090) when certain circumstances are met, such as when substantial cost savings would occur and when it is not likely to encourage favoritism nor substantially diminish competition. Both circumstances will be met for this project and are the basis for requesting this authorization.

In 2018, Alta was selected from the City's Qualified Pool List (QPL) to provide project management and engineering services in order to prepare for the Tualatin Moving Forward bond vote and to assist the City with early transportation projects and project specific communications.

The City's Qualified Pool List is a qualifications based competitive selection process that creates a list of qualified contractors and consultants for different types of professional services normally required by the City. The QPL is based on a biennial Request for Qualifications (RFQ) that is open to all qualified firms. The city selects firms to be included on the QPL based on a competitive selection process. Once firms are included on the QPL, the City may select a firm from the QPL for fees up to \$150,000 without the need for an additional competitive process.

Allowing this amendment of the existing contract allows the City to continue with the best consultant based upon the skills and experience needed to complete this project efficiently and effectively. This amendment will provide substantial cost savings and public benefits to the City by reducing schedule delays that would result from a new competitive process.

Alta has already worked with the City on the Tualatin Moving Forward bond program, starting before the bond was approved by the voters, and is mid-way through the process of work on the program. A new RFQ process would take approximately two months, which would result in delays to the Program. A new consultant would need to become familiar with the projects, program, and community in order to perform similar work. Continuing with Alta's knowledge and experience will result in cost and time savings to the City.

Not amending Alta's current contract could result in increased cost and time by delaying delivery of the remaining fast track projects, delayed development of design standards for the program, and impacts to implementation of project specific public involvement that Alta has developed. The special procurement allows the City to move forward with the bond program and deliver projects in a timely manner for the voters. The exemption will provide both time and cost savings that are vital given the timeline of delivering the bond projects.

Granting the special procurement process will be unlikely to encourage favoritism because this is a single special procurement through a selection from a consultant on the City's qualified pool list. Contractors on the qualified pool list already went through a qualifications based selection process.

The terms and conditions of the contract amendment will be reviewed and approved by the Public Works Director, the City Attorney, and the City Manager. The selected consultant will be required to comply with all City requirements and public contracting code requirements. These requirements are the same as if the project was competitively procured, and thus, the City will not be engaging in favoritism in the execution of the contract documents.

FINANCIAL IMPLICATIONS:

Funding is available in the Transportation Project Fund (the Tualatin Moving Forward bond fund) for the amendment to this contract.

Attachments: [Reso 5424-19 - Special Procurement](#)

RESOLUTION NO. 5424-19

A RESOLUTION ADOPTING FINDINGS IN SUPPORT OF A SPECIAL PROCUREMENT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A DIRECT NEGOTIATION CONTRACT WITH ALTA PLANNING + DESIGN FOR SERVICES FOR THE TUALATIN MOVING FORWARD BOND PROGRAM.

WHEREAS, the Tualatin Moving Forward Bond Program will deliver high priority transportation projects to address congestion relief, neighborhood safety, and safe access to schools;

WHEREAS, Alta was selected from the City's Qualified Pool List (QPL) to provide project management and engineering services in order to prepare for the Tualatin Moving Forward bond vote and to assist the City with early transportation projects and project specific communications;

WHEREAS, the City may select firm from the QPL for fees up to \$150,000 without the need for an additional competitive process;

WHEREAS, the initial contract with Alta was not expected to cost more than \$150,000, but additional work is needed, resulting in the amount being exceeded;

WHEREAS, the City adopted its public contracting rules pursuant to Oregon Revised Statutes (ORS) 279A.065;

WHEREAS, the City Council is designated as the Local Contract Review Board for the City of Tualatin, pursuant to ORS 279A.060 and Tualatin Municipal Code (TMC) Chapter 1-21;

WHEREAS, ORS 279B.085 and TMC 1-21-090 authorize the City Council to conduct a special procurement contract upon the adoption of certain written findings; and

WHEREAS, the City published notice of the public hearing in the Tigard-Tualatin Times a minimum of seven days prior to the hearing date to consider a request for proposal process for the Project.

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

Section 1. The Council authorizes the City Manager to conduct a special procurement and enter into a direct negotiation contract with Alta Planning + Design for services for the Tualatin Moving Forward Bond Program.

Section 2. The special procurement is based on the following findings:

A. The Nature of the Contract. This contract scope includes: project management, public involvement, civil engineering, and bidding and construction support services.

B. Estimated Cost of the Contract. The estimated cost of the Contract is

approximately \$376,000.

C. The Special Procurement Will Result in Substantial Cost Savings. Allowing a direct negotiation contract by special procurement for this contract will produce substantial cost savings.

(1) The traditional process for this type of contract is a Request for Proposal (RFP) process. The timeframe in using this formal process is estimated to take at least two months. The City would lose at least two months of time for the bond program, which increases the risk of a delayed project delivery. This special procurement will provide substantial cost savings and public benefits to the City by reducing schedule delays that would result from a new competitive process.

(2) The RFP process poses several disadvantages on this project and would subject the City to additional costs and risks, given the unique qualities of the project.

(3) The City already has a qualified pool list for the type of work involved. Going through an RFP process would likely result in a similarly qualified list of consultants and design professionals as exist in the qualified pool. Therefore, the time and expense in developing an RFP is not needed and would result in additional time and costs.

(4) Proceeding through an RFP process will also likely not provide a different result in the selection of the consultant. Alta has already worked with the City on the Tualatin Moving Forward bond program, starting before the bond was approved by the voters, and is mid-way through the process of work on the program. A new consultant would need to become familiar with the projects, program and community in order to perform similar work. Continuing with Alta's knowledge and experience will result in cost and time savings to the City.

(5) Directly negotiating with Alta will provide the substantial cost benefits. Not amending Alta's current contract could result in increased cost and time by delaying delivery of the remaining fast track projects, delayed development of design standards for the program, and impacts to implementation of project specific public involvement that Alta has developed. The special procurement allows the City to move forward with the bond program and deliver projects in a timely manner for the voters. The exemption will provide both time and cost savings that are vital given the timeline of delivering the bond projects.

(6) The biggest risks to the bond program are complexities regarding communications, continuity, and schedule. The special procurement allows the City to coordinate with a consultant that has knowledge of the program and its complexities, which allows consistent delivery bond projects in a coordinated and efficient manner for the public. The special procurement process will provide the City and consultant with an opportunity to work cooperatively to resolve bond project delivery issues in an efficient manner and early in the process.

(7) The special procurement will also allow all of the improvements in the area to be constructed with better communication and continuity. This will expedite decision making and reduce project delays.

D. The Exemption Is Not Likely To Encourage Favoritism Or Substantially Diminish Competition.

(1) Favoritism is defined as “selection based on friendship or factors other than merit.” “Encourage” is defined as “promoting the growth and development.” Granting a contract-specific special procurement for the contract will be unlikely to encourage favoritism because this is a single contract that will be procured through a selection from a consultant on the City’s qualified pool list. Contractors on the qualified pool list already went through a qualifications based selection process. The direct negotiation process allows consideration of multiple factors, including experience, knowledge of the Project, schedule, and cost.

(2) The City has already proceeded with a qualifications based selection process through use of the qualified pool. All consultants with the type of experience necessary to complete this type of works are on the City’s qualified pool list.

(3) If the City were to provide the qualified pool list with the opportunity to provide proposal to be submitted in response a request for proposal process, it is very likely that Alta would be the selected consultant. This is because Alta is most familiar with the bond program, having performed work on the program that is directly related to continuing the bond program.

(4) The terms and conditions of the contract will be the result of “arms-length” contract negotiations and the contract will be reviewed and approved by the City Manager and City Attorney. The selected consultant will be required to comply with all City requirements and public contracting code requirements. These requirements are the same as if the project was competitively procured, and thus, the City will not be engaging in favoritism in the execution of the contract documents.

E. The Proposed Contracting Method. The proposed contracting method is a direct negotiation contract.

F. The Estimated Contract Let Date. This is an amendment to an existing contract.

Section 3. This resolution is effective upon adoption.

INTRODUCED AND ADOPTED by the City Council this 25th day of February, 2019.

CITY OF TUALATIN, OREGON

BY _____
Mayor

APPROVED AS TO FORM

ATTEST:

BY _____
City Attorney

BY _____
City Recorder



STAFF REPORT

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Nicole Morris, Deputy City Recorder

DATE: 02/25/2019

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

ISSUE BEFORE THE COUNCIL:

Consideration of appointments to the Tualatin Budget Committee, Tualatin Parks Advisory Committee, and the Tualatin Planning Commission.

RECOMMENDATION:

Staff recommends the City Council approve the recommendations from the Council Committee on Advisory Appointments (CCAA).

EXECUTIVE SUMMARY:

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

<i>Individuals</i>	<i>Board</i>	<i>Term</i>
Josh Huffman	Tualatin Parks Advisory Committee	New Appointment Term Expiring 02/28/22
Naomi White	Tualatin Planning Commission	New Appointment Term Expiring 08/31/21
Chris Brune	Tualatin Budget Committee	New Appointment Term Expiring 12/31/22

Attachments:



STAFF REPORT

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Steve Koper, Planning Manager

DATE: 02/25/2019

SUBJECT: Consideration of **Resolution No. 5423-19** Authorizing the City Manager to Execute a Revised Urban Planning Area Agreement Between the City of Tualatin and Washington County

ISSUE BEFORE THE COUNCIL:

The City Council is asked to consider Resolution No. 5423-19, which would authorize the City Manager to execute a revised Urban Planning Area Agreement between the City of Tualatin and Washington County.

RECOMMENDATION:

Staff respectfully recommends that the City Council adopt Resolution No. 5423-19, which would authorize the City Manager to execute a revised Urban Planning Area Agreement between the City of Tualatin and Washington County.

EXECUTIVE SUMMARY:

- An Urban Planning Area Agreement is typically an agreement between a City and a County that sets out responsibilities of each party within an Urban Planning Area.
- An Urban Planning Area is typically an unincorporated area of a County that is next to a City limit and within an Urban Growth Boundary or next to it. The Urban Planning Area typically identifies which specific unincorporated area(s) of a County from which a City is able to accept property-owner submitted annexation applications.
- An Urban Planning Area Agreement is typically based on the idea that future urban development of properties located within the Urban Planning Area should occur within a City, through future annexation of property, but that until that time a City and a County have a mutual interest in how and when that process happens.
- The City of Tualatin and Washington County have an existing Urban Planning Area Agreement, which was last updated in 2009. That 2009 agreement also has a defined Urban Planning Area, which is shown in a map exhibit attached to it, and identifies the areas of Washington County from which the City of Tualatin can accept property-owner submitted annexation applications.
- There are several specific reasons why a revised Urban Planning Area Agreement is proposed between the City of Tualatin and Washington County:
 - A stated purpose of the agreement is that it should be updated periodically.

Therefore, the proposed revised Urban Planning Area Agreement is timely.

- The existing Urban Planning Area boundary identified in the 2009 Agreement does not include the Basalt Creek area. Part of this area has been identified as being the City of Tualatin's future planning responsibility. The proposed revised boundary has been expanded to include this area and would allow the City of Tualatin to accept property-owner submitted annexation applications, after adoption of a Comprehensive Plan update for the Basalt Creek area.
- The existing Urban Planning Area boundary and agreement do not govern the area of unincorporated Washington County east of I-5 and west of 65th Avenue. This area is next to the City of Tualatin and the existing Urban Growth Boundary. The proposed revised boundary has been expanded to allow for the possibility of this area being brought into the Urban Growth Boundary and planned for by the City of Tualatin in the future.
- In sum, the proposed revised Urban Planning Area Agreement and Urban Planning Area boundary are timely, will allow for the City of Tualatin to accept property-owner submitted annexations upon completion of a Comprehensive Plan update in the Basalt Creek area, and will give the City of Tualatin the ability to plan for urban expansion areas in the future.

OUTCOMES OF DECISION:

If the City Council adopts Resolution No. 5423-19, the City Manager would be authorized to sign a revised Urban Planning Area Agreement between the City of Tualatin and Washington County. The agreement would then be forwarded to the Washington County Planning Commission, which would make a recommendation on the adoption of an Ordinance approving the revised Urban Planning Area Agreement to the Washington County Board of County Commissioners. Following adoption of an Ordinance approving the revised UPAA by the Washington County Board of County Commissioners, the Board of County Commission Chair would sign the agreement, making it final. A final revised Urban Planning Area Agreement would include a revised Urban Planning Area boundary, which is needed before the City of Tualatin can accept annexation applications from property owners in the Basalt Creek area, after approval of the Basalt Creek Comprehensive Plan update.

ALTERNATIVES TO RECOMMENDATION:

As an alternative to adoption of Resolution No. 5423-19 the City Council may decide to:

- 1) Continue consideration of Resolution No. 5423-19 to a future meeting date. Staff notes that this action could delay Washington County's approval of the revised Urban Planning Area Agreement and Urban Planning Area; or
- 2) Vote against adoption of Resolution No. 5423-19. As noted, a final revised Urban Planning Area Agreement and Urban Planning Area are necessary before the City can accept property-owner submitted annexation applications from the Basalt Creek area.

Attachments: Council Presentation (Resolution No. 5423-19)
 Resolution No. 5423-19 and Exhibit 1

Urban Planning Area Agreement Update

Tualatin City Council
February 25, 2019

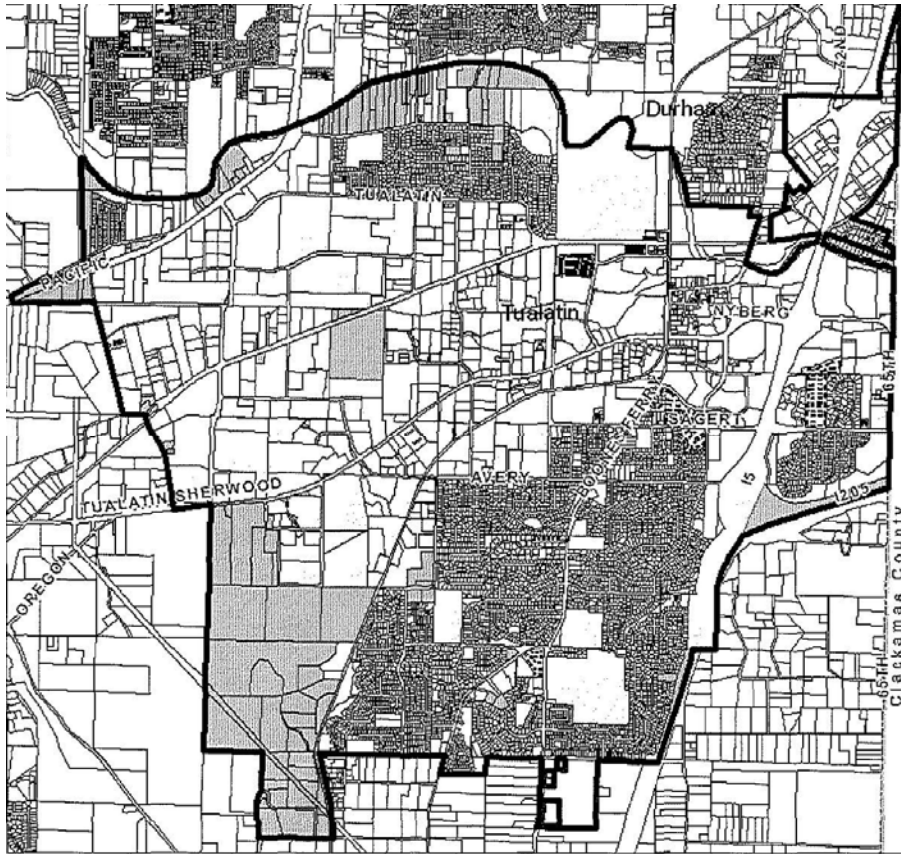


What is an Urban Planning Area Agreement?

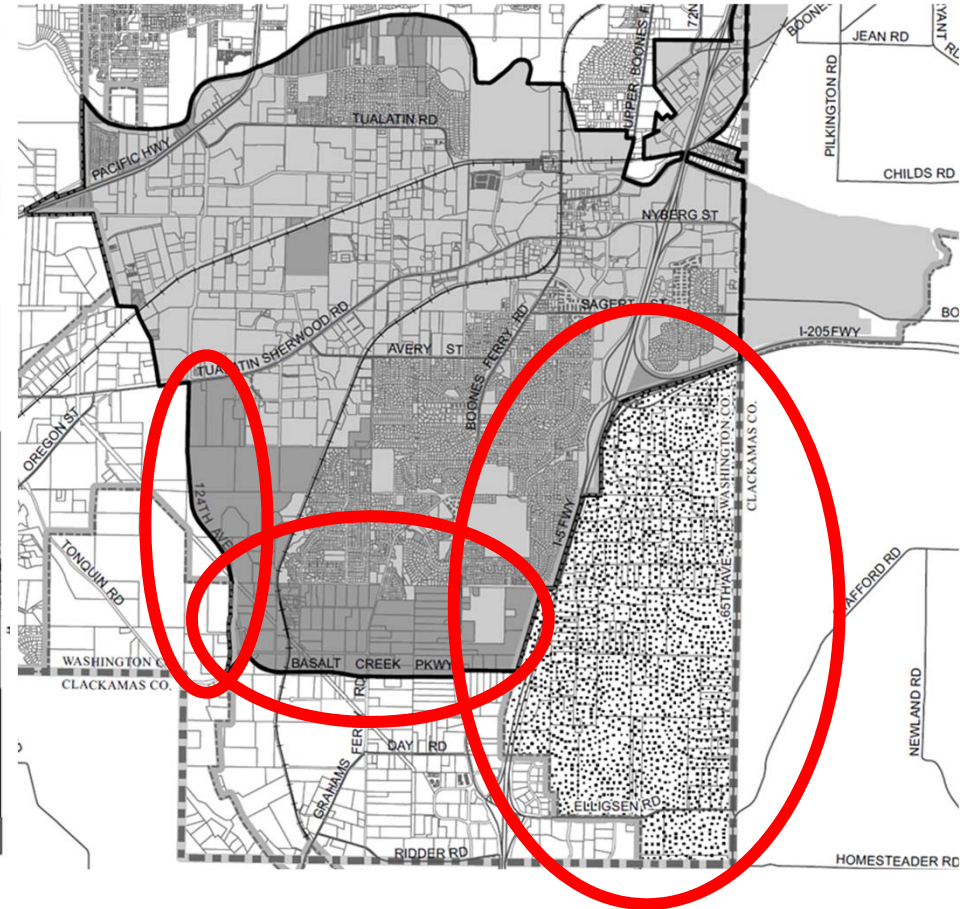
- It is an agreement between City and a County that sets out responsibilities of each party within an Urban Planning Area.
- An Urban Planning Area is typically a unincorporated area of a County that is next to a City limit and within an Urban Growth Boundary or next to it.
- The agreement is based on the idea that future urban development of properties located within the Urban Planning Area should occur within a City by property-owners petitioning for annexation.

Urban Planning Area Boundary

Existing



Proposed



Why should the Urban Planning Area Agreement be updated?

- The existing agreement was last updated in 2009 and has become outdated.
- An updated agreement would allow property owners in the Basalt Creek area to petition to annex to Tualatin.
- An updated agreement would allow the City to consider planning in future urban areas of Washington County without the need for additional updates to the agreement.



Conclusion

- Staff respectfully recommends that the City Council adopt *Resolution No. 5423-19*, which would authorize the City Manager to execute a revised Urban Planning Area Agreement between the City of Tualatin and Washington County.
- Questions?



RESOLUTION NO. 5423-19

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN URBAN PLANNING AREA AGREEMENT WITH WASHINGTON COUNTY.

WHEREAS, ORS 190.010 provides that units of local government may enter into agreements for the performance of any or all functions and activities that a party to the agreement, its officers or agents, have authority to perform;

WHEREAS, Statewide Planning Goal #2 (Land Use Planning) requires that City, County, State, Federal agency and special district plans, and actions to be consistent with the comprehensive plans of the cities and counties and regional plans adopted under ORS Chapter 197;

WHEREAS, the Oregon State Land Conservation and Development Commission (LCDC) requires each jurisdiction requesting acknowledgment of compliance to submit an agreement setting forth the means by which comprehensive planning coordination within the Regional Urban Growth Boundary (UGB) will be implemented;

WHEREAS, the Basalt Creek and West Railroad Planning Areas were added to the UGB by the Metro Council in 2004, through Ord. No. 04-1040B and required the Areas to undergo Title 11 concept planning, as defined in Metro Code Chapter 3.07 of the Urban Growth Management Functional Plan (UGMFP);

WHEREAS, the State legislature with House Bill 4078-A in 2014 and House Bill 2047 in 2015 validated the acknowledged UGB and Urban and Rural Reserves established through the Metro Regional process;

WHEREAS, the City adopted a resolution accepting the Basalt Creek Concept Plan, which Plan included the necessary transportation and land use planning for the area as well as an agreement on the boundary between Tualatin and Wilsonville;

WHEREAS, Washington County, Tualatin, Wilsonville, and Metro through the Basalt Creek Area planning process, recognized that major multimodal transportation investments have been identified that require significant multijurisdictional coordination and agreed to seek additional funding for the transportation infrastructure in the Basalt Creek Planning Area as needed; and

WHEREAS, the City and Washington County desire to amend the Urban Planning Area Agreement (UPAA) to reflect the changes to the UGB, the City's Urban Planning Area, and the need for urban planning of the new Urban Reserve lands.

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

Section 1. The City Manager is authorized to execute the Urban Planning Area Agreement (UPAA), which is attached as Exhibit 1, and incorporated by reference.

Section 2. This resolution is effective upon adoption.

Adopted by the City Council this 25th day of February, 2019.

CITY OF TUALATIN, OREGON

BY _____
Mayor

APPROVED AS TO FORM

ATTEST:

BY _____
City Attorney

BY _____
City Recorder

**Washington County – Tualatin
Urban Planning Area Agreement**

THIS AGREEMENT is entered into by WASHINGTON COUNTY, a political subdivision in the State of Oregon, hereinafter referred to as the “COUNTY,” and the CITY OF TUALATIN, an incorporated municipality of the State of Oregon, hereinafter referred to as the “CITY.”

WHEREAS, ORS 190.010 provides that units of local government may enter into agreements for the performance of any or all functions and activities that a party to the agreement, its officers or agents, have authority to perform; and

WHEREAS, Statewide Planning Goal #2 (Land Use Planning) requires that City, County, State and Federal agency and special district plans and actions shall be consistent with the comprehensive plans of the cities and counties and regional plans adopted under ORS Chapter 197; and

WHEREAS, the Oregon State Land Conservation and Development Commission (LCDC) requires each jurisdiction requesting acknowledgment of compliance to submit an agreement setting forth the means by which comprehensive planning coordination within the Regional Urban Growth Boundary (UGB) will be implemented; and

WHEREAS, following the Urbanization Forum process, the COUNTY through Resolution & Order 09-63, and the CITY through Resolution 4906-09 agreed that future additions to the UGB during or after 2010 must be governed and urbanized by the CITY in the COUNTY and also agreed to urge Metro to expand the UGB only to such areas as are contiguous to incorporated areas of Washington County; and

WHEREAS, the State legislature with House Bill 4078-A in 2014 and House Bill 2047 in 2015 validated the acknowledged UGB and Urban and Rural Reserves established through the Metro Regional process involving both the COUNTY and the CITY; and

WHEREAS, the Basalt Creek and West Railroad Planning Areas, generally located between the CITY and Wilsonville, were added to the UGB by the Metro Council in 2004, through Ord. No. 04-1040B; and

WHEREAS, Metro Ord. No. 04-1040B included a condition that the Basalt Creek and West Railroad Planning Areas undergo Title 11 concept planning, as defined in Metro Code Chapter 3.07 of the Urban Growth Management Functional Plan (UGMFP); and

WHEREAS, the COUNTY, the CITY, Wilsonville and Metro entered into an Intergovernmental Agreement (2011 IGA) (Contract No. BCC 11-0470) to consider the Basalt Creek and the West Railroad Areas in a single concept planning effort and refer to the two areas generally as the Basalt Creek Planning Area, a distinct subarea; and

Exhibit 1 to Resolution No. 5423-19

WHEREAS, the CITY, the COUNTY, Wilsonville and Metro entered into the First Addendum to the 2011 IGA, acknowledging the Basalt Creek Transportation Refinement Plan (BCC 13-0724), a collaborative transportation planning effort that identified the major transportation projects for the Basalt Creek Planning Area; and

WHEREAS, the CITY, Wilsonville and Metro, agreed to extend the 2011 IGA through Addendum No. 2.0 (BCC No. 16-1110) until the cities and COUNTY amend their respective UPAA's and incorporate the Basalt Creek Concept Plan into each city's respective comprehensive plans or until September 28, 2019; and

WHEREAS, the CITY through Resolution 5392-18 and Wilsonville through Resolution 2697 adopted the Basalt Creek Concept Plan, which included the necessary transportation and land use planning for the area as well as an agreement on the boundary between Tualatin and Wilsonville; and

WHEREAS, the COUNTY, CITY, Wilsonville and Metro through the Basalt Creek Area planning process, recognized that major multimodal transportation investments have been identified that require significant multijurisdictional coordination and agreed to seek additional funding for the transportation infrastructure in the Basalt Creek Planning Area as needed; and

WHEREAS, the COUNTY and the CITY desire to amend the Urban Planning Area Agreement (UPAA) to reflect the changes to the UGB, the CITY's Urban Planning Area, and the need for urban planning of the new Urban Reserve lands; and

WHEREAS, the COUNTY and the CITY, to ensure coordinated and consistent comprehensive plans, consider it mutually advantageous to establish:

1. An Urban Planning Area Agreement incorporating a site-specific Urban Planning Area within the UGB where both the COUNTY and the CITY maintain an interest in comprehensive planning, and an Urban Reserve Planning Area outside the UGB where both the COUNTY and the CITY maintain an interest in concept planning;
2. A process for coordinating comprehensive planning and development in the Urban Planning Area and concept planning in the Urban Reserve Planning Area;
3. Special policies regarding comprehensive planning and development in the Urban Planning Area, and concept planning in the Urban Reserve Planning Area; and
4. A process to amend the Urban Planning Area Agreement.

NOW THEREFORE, THE COUNTY AND THE CITY AGREE AS FOLLOWS:

I. Location of the Urban Planning Area and Urban Reserve Planning Area

The Urban Planning Area and Urban Reserve Planning Area mutually defined by the COUNTY and the CITY include the areas designated on the Washington County-Tualatin UPAA “Exhibit A” to this agreement.

II. Coordination of Comprehensive Planning and Development

A. Amendments to or Adoption of a Comprehensive Plan or Implementing Regulation.

1. Definitions

Comprehensive Plan means a generalized, coordinated land use map and policy statement of the governing body of a local government that interrelates all functional and natural systems and activities relating to the use of lands, including, but not limited to, sewer and water systems, transportation systems, educational facilities, recreational facilities, and natural resources and air and water quality management programs. “Comprehensive Plan” amendments do not include small tract comprehensive plan map changes.

Implementing Regulation means any local government zoning ordinance adopted under ORS 197, 215 or 227, a land division ordinance adopted under ORS 92.044 or 92.046 or similar general ordinance establishing standards for implementing a comprehensive plan.

2. The COUNTY shall provide the CITY with the opportunity to participate, review and comment on proposed amendments to or adoption of the COUNTY comprehensive plan or implementing regulations. The CITY shall provide the COUNTY with the opportunity to participate, review and comment on proposed amendments to or adoption of the CITY comprehensive plan or implementing regulations. The following procedures shall be followed by the COUNTY and the CITY to notify and involve one another in the process to amend or adopt a comprehensive plan or implementing regulation:

a. The CITY or the COUNTY, whichever has jurisdiction over the proposal, hereinafter the originating agency, shall notify the other agency, hereinafter the responding agency, of the proposed action at the time such planning efforts are initiated, but in no case less than 35 calendar days prior to the first hearing on adoption. For COUNTY or CITY comprehensive plan updates with the potential to affect the responding agency’s land use or transportation system,

the originating agency shall provide the responding agency with the opportunity to participate in the originating agency’s advisory committee, if any.

- b. For COUNTY or CITY comprehensive plan updates with the potential to affect the responding agency’s land use or transportation system, the originating agency shall transmit the draft amendments by first class mail or as an attachment to electronic mail to the responding agency for its review and comment at least 10 calendar days before finalizing. The responding agency shall have 10 calendar days after receipt of a draft to submit comments orally or in writing. Lack of response shall be considered “no objection” to the draft.
- c. The originating agency shall respond to the comments made by the responding agency either by a) revising the final draft amendment recommendation(s), or b) a statement on the record explaining why the comments cannot be addressed in the final draft.
- d. Comments from the responding agency shall be given consideration and included as part of the public record on the proposed action. If after such consideration, the originating agency acts contrary to the position of the responding agency, the responding agency may seek appeal of the action through the appropriate appeals body and procedures.
- e. Upon final adoption of the proposed action by the originating agency, it shall transmit the adopting ordinance to the responding agency as soon as publicly available, or if not adopted by ordinance, whatever other written documentation is available to properly inform the responding agency of the final actions taken.

B. Development Actions Requiring Individual Notice to Property Owners

1. Definition

Development Action Requiring Notice means an action by the COUNTY or CITY which requires notifying by mail the owners of property which could potentially be affected (usually specified as a distance measured in feet) by a proposed development action which directly affects and is applied to a specific parcel or parcels. Such development actions may include, but not be limited to, small tract zoning or comprehensive plan amendments, conditional or special use permits, land divisions, planned unit developments, variances, and other similar actions requiring a quasi-judicial hearings process.

2. The COUNTY will provide the CITY with the opportunity to review and comment on proposed development actions requiring notice within the designated Urban Planning Area and/or Urban Reserve Planning Area. The CITY will provide the COUNTY with the opportunity to review and comment on proposed development actions requiring notice within the CITY limits that may have an effect on unincorporated portions of the designated Urban Planning Area or the COUNTY's transportation network.
3. The following procedures shall be followed by the COUNTY and the CITY to notify one another of proposed development actions:
 - a. The originating agency with jurisdiction over the proposal, shall send by first class mail or as an attachment to electronic mail a copy of the public hearing notice which identifies the proposed development action to the responding agency, at the earliest opportunity, but no less than 14 calendar days prior to the date of the first scheduled public hearing or end of the comment period, whichever occurs first. The failure of the responding agency to receive a notice shall not invalidate an action if a good faith attempt was made by the originating agency to notify the responding agency.
 - b. The responding agency receiving the notice may respond at its discretion. Comments may be submitted in written or electronic form or an oral response may be made at the public hearing. Lack of written or oral response shall be considered "no objection" to the proposal.
 - c. If received in a timely manner, the originating agency shall include or attach the comments to the written staff report and respond to any concerns addressed by the responding agency in such report or orally at the hearing.
 - d. Comments from the responding agency shall be given consideration as a part of the public record on the proposed action. If, after such consideration, the originating agency acts contrary to the position of the responding agency, the responding agency may seek appeal of the action through the appropriate appeals body and procedures.

C. Additional Coordination Requirements

1. The CITY and the COUNTY shall do the following to notify one another of proposed actions with the potential to affect the responding agency's

land use or transportation system, but are not subject to the notification and participation requirements contained in subsections A and B above.

- a. The originating agency with jurisdiction over the proposed actions, shall send by first class mail or as an attachment to electronic mail a copy of all public hearings agendas which contain the proposed actions to the responding agency, at the earliest opportunity, but no less than three calendar days prior to the date of the scheduled public hearing. The failure of the responding agency to receive an agenda shall not invalidate an action if a good faith attempt was made by the originating agency to notify the responding agency.
- b. The agency receiving the public hearing agenda may respond at its discretion. Comments may be submitted in written or electronic form or an oral response may be made at the public hearing. Lack of written or oral response shall be considered “no objection” to the proposal.
- c. Comments from the responding agency shall be given consideration as a part of the public record on the proposed action. If, after such consideration, the originating agency acts contrary to the position of the responding agency, the responding agency may seek appeal of the action through the appropriate appeals body and procedures.

III. Concept Planning for Urban Reserve Areas

A. Definitions

1. Urban Reserve means those lands outside the UGB that have been so designated by Metro for the purpose of:
 - a. Future expansion of the UGB over a long-term period (40-50 years), and
 - b. The cost-effective provision of public facilities and services when the lands are included within the UGB.
2. Urban Reserve Planning Area (URPA) means those Urban Reserves identified for annexation and urbanization by the CITY at such time as the UGB is amended to include the Urban Reserve Area.
3. Urban Reserve Planning Area - Planning Responsibility Undefined means those Urban Reserves that the CITY and at least one other city may have an interest in ultimately governing, but no final agreement has been

reached. These areas are not considered part of the URPA for the purpose of this agreement.

- B. The CITY’s Urban Reserve Planning Area and Urban Reserve Planning Area – Planning Responsibility Undefined are identified on “Exhibit A” to this Agreement.
 - C. The CITY shall be responsible for developing a concept plan in consultation with the COUNTY for the URPA in coordination with Metro and appropriate service districts. The concept plan shall include the following:
 - 1. An agreement between the COUNTY and CITY regarding expectations for road funding, jurisdictional transfer over roadways to and from the CITY and COUNTY, and access management for county roads in the URPA. The agreement should describe any changes to the CITY and/or COUNTY transportation system plans, other comprehensive plan documents, or codes that have been adopted or will be necessary to implement this agreement.
 - 2. An agreement between the COUNTY and CITY that preliminarily identifies the likely provider of urban services, as defined in ORS 195.065 (4), when the area is urbanized.
 - D. The concept plan shall be approved by the CITY and acknowledged by the COUNTY.
 - E. Upon completion and acknowledgement of the concept plan by the CITY and COUNTY, and the addition of the area into the UGB by Metro, the affected portion of the URPA shall be designated as part of Urban Planning Area, as described below. Inclusion in the Urban Planning Area is automatic and does not require an amendment to this Agreement.
 - F. Once an URPA has been added to the UGB and prior to annexation into the CITY, the COUNTY will apply the FD-20 land use designation to the land.
- IV. Comprehensive Planning and Development Policies for Urban Planning Areas
- A. Definition
- Urban Planning Area means the incorporated area and certain unincorporated areas contiguous to the incorporated area for which the CITY conducts comprehensive planning and seeks to regulate development activities to the greatest extent possible. The CITY Urban Planning Area is designated on “Exhibit A”.

Exhibit 1 to Resolution No. 5423-19

- B. The CITY shall be responsible for comprehensive planning within the Urban Planning Area.
- C. The CITY shall be responsible for the preparation, adoption and amendment of the public facility plan required by OAR 660-011 within the CITY's Urban Planning Area in coordination with other service providers that provide urban services within this area.
- D. As required by OAR 660-011-0010, the CITY is identified as the appropriate provider of local water, sanitary sewer, storm sewer and transportation facilities within the Urban Planning Area. Exceptions include facilities provided by other service providers subject to the terms of any intergovernmental agreement the CITY may have with other service providers; facilities under the jurisdiction of other service providers not covered by an intergovernmental agreement; and future facilities that are more appropriately provided by an agency other than the CITY.
- E. The COUNTY shall not approve land divisions within the unincorporated Urban Planning Area that are inconsistent with the provisions of the Future Development 10-Acre District (FD-10) or the Future Development 20-Acre District (FD-20), as applicable.
- F. The COUNTY shall not approve a development proposal in the Urban Planning Area if the proposal would not provide for, nor be conditioned to provide for, an enforceable plan for redevelopment to urban densities consistent with the CITY's Comprehensive Plan in the future upon annexation to the CITY as indicated by the CITY Comprehensive Plan.
- G. The COUNTY shall not oppose annexations to the CITY within the CITY's Urban Planning Area.
- H. The Tualatin Comprehensive Plan employs a one-map system wherein the Comprehensive Plan Map fulfills a dual role by serving as both the Plan Map and Zone Map, thus eliminating the need for a separate Zone Map. The CITY's Comprehensive Plan Map establishes future land use designations for unincorporated portions of the Urban Planning Area. Upon annexation of any property within the Urban Planning Area to the CITY, the Planning District or zone specified by the Tualatin Comprehensive Plan Map is automatically applied to the property on the effective date of the annexation (as authorized by ORS 215.130 (2) a).

If a property owner, contract purchaser, the authorized representative of a property owner or contract purchaser, or the CITY desire a Planning District or zone different from that shown on the Comprehensive Plan Map, an application for a Plan Map Amendment may be filed with the CITY at the time of or following annexation.

- I. The CITY and COUNTY will implement the applicable Urban Reserve concept plans and related agreements. The CITY will amend the CITY Comprehensive Plan to include this area consistent with the original concept plan. If modifications to the original concept plan are made during the comprehensive planning process, the parties will update the related agreements to reflect these changes, which may include transportation, access and funding, if needed. Until the CITY amends its Transportation System Plan (TSP) to include the land within the CITY's Urban Planning Area, the COUNTY's TSP will serve as the TSP for the Urban Planning Area.

- V. Special Policies
 - A. The CITY shall specify in its Comprehensive Plan that access to 124th Avenue and Basalt Creek Parkway shall be limited to the following locations: SW Tualatin-Sherwood Road, Tonquin Road, Grahams Ferry Road, Boones Ferry Road and one other location within the CITY portion of the Basalt Creek Planning Area.
 - B. The CITY agrees to incorporate the planned local street network identified in the Basalt Creek Refinement Plan into the CITY's TSP and include all transportation projects on the COUNTY's Transportation Development Tax (TDT) Road Project List to be eligible for TDT funding.
 - C. The CITY agrees to work with the COUNTY and other partners to secure funding for construction of Basalt Creek Parkway from Grahams Ferry to Boones Ferry Road and other transportation improvements identified on the Basalt Creek Transportation Refinement Plan to support development in the Basalt Creek Planning Area.
 - D. Where the CITY Urban Planning Area boundary on Exhibit A is shown as SW 124th Avenue, SW Basalt Creek Parkway, SW Tonquin Rd. and/or SW Waldo Way, the boundary shall extend to the centerline of each road.

- VI. Amendments to the Urban Planning Area Agreement:
 - A. The following procedures shall be followed by the CITY and the COUNTY to amend the language of this agreement or the Urban Planning Area Boundary:
 1. The CITY or COUNTY, whichever jurisdiction originates the proposal, shall submit a formal request for amendment to the responding agency.
 2. The formal request shall contain the following:
 - a. A statement describing the amendment.
 - b. A statement of findings indicating why the proposed amendment is necessary.

- c. If the request is to amend the planning area boundary, a map that clearly indicates the proposed change and surrounding area.
 3. Upon receipt of a request for amendment from the originating agency, the responding agency shall schedule a review of the request before the appropriate reviewing body, with said review to be held within 45 calendar days of the date the request is received.
 4. The CITY and COUNTY shall make good faith efforts to resolve requests to amend this agreement. Upon completion of the review, the reviewing body may approve the request, deny the request, or make a determination that the proposed amendment warrants additional review. If it is determined that additional review is necessary, the following procedures shall be followed by the CITY and COUNTY:
 - a. If inconsistencies noted by both parties cannot be resolved in the review process as outlined in Section VI. A. 3, the CITY and the COUNTY may agree to initiate a joint study. Such a study shall commence within 30 calendar days of the date it is determined that a proposed amendment creates an inconsistency, and shall be completed within 90 calendar days of said date. Methodologies and procedures regulating the conduct of the joint study shall be mutually agreed upon by the CITY and the COUNTY prior to commencing the study.
 - b. Upon completion of the joint study, the study and the recommendations drawn from it shall be included within the record of the review. The agency considering the proposed amendment shall give careful consideration to the study prior to making a final decision.
 - B. The parties may individually or jointly initiate review of this Agreement to evaluate the effectiveness of the processes set forth herein and determine if conditions warrant any amendments. Both parties shall make a good faith effort to resolve any inconsistencies that may have developed since the previous review. If, inconsistencies still remain at the conclusion of the review period, either party may terminate this Agreement.
- VI. This Agreement shall become effective upon full execution by the CITY and COUNTY and shall then repeal and replace the Washington County – Tualatin Urban Planning Area Agreement effective December 23, 2009. The effective date of this Agreement shall be the last date of signature on the signature page.

Exhibit 1 to
Resolution No. 5423-19

IN WITNESS WHEREOF the parties have executed this Urban Planning Area Agreement on the date set opposite their signatures.

CITY OF TUALATIN

By _____ Date _____
City Manager

Approved as to Form:

By _____ Date _____
City Attorney

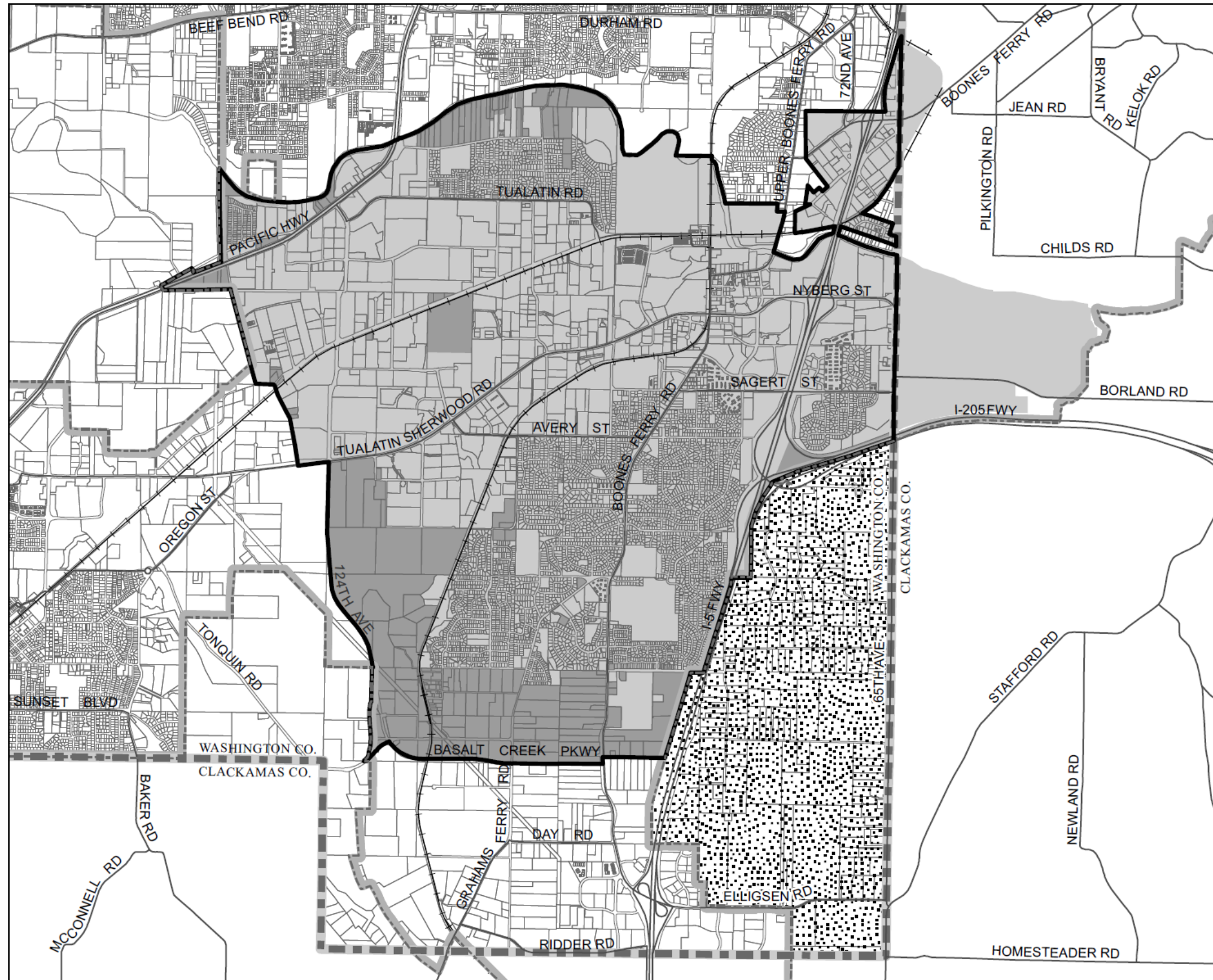
WASHINGTON COUNTY

By _____ Date _____
Chair, Board of County Commissioners

Approved as to Form:

By _____ Date _____
County Counsel

By _____ Date _____
Recording Secretary



City of Tualatin
Urban Planning Area
Washington County - Tualatin
Urban Planning Area Agreement
Exhibit A

