



TUALATIN CITY COUNCIL

Monday, MAY 13, 2019

JUANITA POHL CENTER

8513 SW Tualatin Road

Tualatin, OR 97062

WORK SESSION begins at 6:00 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 MAY 13, 2019

A. CALL TO ORDER

Pledge of Allegiance

B. ANNOUNCEMENTS

0. Recognition of Council President Joelle Davis's Service
1. Update on the Tualatin Youth Advisory Council's Activities for May 2019
2. Proclamation Declaring the Week of May 19-25, 2019 as Emergency Medical Services Week in the City of Tualatin
3. New Employee Introduction- Bryan LaVigne, Code Compliance Officer
4. New Employee Introduction- Lindsay Marshall, Management Analyst II
5. Tualatin-Sherwood Road Closure May 17-20, 2019

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 Special Work Session of April 15, 2019 and Work Session of April 22, 2019
2. Consideration of **Resolution No. 5434-19** Authorizing an Intergovernmental Agreement with Clean Water Services For the Construction of Sagert Farms Sanitary Sewer Improvements
3. Consideration of **Resolution No. 5436-19** Authorizing the City Manager to Accept Grant Funds from the Tualatin Soil and Water Conservation District for Tualatin Riverbank Restoration and Enhancement

4. Considerations of **Resolution No. 5437-19** Awarding the Contract for Architectural/Design Services for the Tualatin Service Center Project to Scott | Edwards Architecture

E. SPECIAL REPORTS

1. Update from Metro Councilor Craig Dirksen
2. Recap and Update from Washington D.C. Advocacy Trip

F. 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 **Ordinance No. 1419-19** Relating to Parking; and Amending Tualatin Municipal Code 8-1-252 to Create a Residential Parking Zone on SW Chilkat Terrace
2. Consideration of **Resolution No. 5435-19** Establishing the Parks System Development Charges for the City of Tualatin

G. 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.

H. COMMUNICATIONS FROM COUNCILORS

I. ADJOURNMENT

City Council Meeting

Meeting Date: 05/13/2019

ANNOUNCEMENTS: Recognition of Council President Joelle Davis

ANNOUNCEMENTS

Recognition of Council President Joelle Davis's Service

Proclamation

Proclamation

Thanking Councilor Joelle Davis for her Leadership, Dedication and Commitment to the City of Tualatin

WHEREAS, Joelle Davis was first elected to the Tualatin City Council in November 2008 and was sworn into office in January 2009; she was reelected in 2012, and 2016, ultimately serving over ten years on the Tualatin City Council; and,

WHEREAS, Joelle has witnessed incredible change in the Tualatin community and has had a hand in influencing policies, procedures, and practices that have impacted the place Tualatin is today; and,

WHEREAS, Joelle's guidance and votes were influential in many key decisions that brought jobs and business to Tualatin, improved transportation infrastructure, preserved historical assets, and created the Citizen Involvement Organizations, among many others; and,

WHEREAS, Joelle has consistently advocated for public safety, including founding and serving as President of the Tualatin Police Foundation, voting for funding of the K-9 program, and serving as Tualatin's representative on the Washington County Consolidated Communications Agency, and

WHEREAS, Joelle has capably represented Tualatin on various boards and committees, most notably the Council Committee for Advisory Appointments, the Transportation Task Force, the Science and Technology Scholarship Committee, and the Washington County Coordinating Committee.

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

The City of Tualatin extends its thanks to Councilor Joelle Davis for her leadership, dedication, and commitment to the City of Tualatin from January 2009 to May 2019.

INTRODUCED AND ADOPTED this 13th day of May, 2019

CITY OF TUALATIN, OREGON

BY _____
Mayor

ATTEST:

BY _____
City Recorder

City Council Meeting

Meeting Date: 05/13/2019

ANNOUNCEMENTS: Tualatin Youth Advisory Council Update, May 2019

ANNOUNCEMENTS

Update on the Tualatin Youth Advisory Council's Activities for May 2019

A. YAC Update

May 13, 2019

Tualatin Youth Advisory Council

Youth Participating in Governance

Project FRIENDS

- Friday, May 17
- 300 5th graders from Byrom, Bridgeport, Deer Creek, and Tualatin Elementary



Blender Dash



- Saturday, June 1
- Tualatin
Community Park
- Fun run for kids
ages 6-15

July 13

The Incredibles 2

July 20

Jurassic World Fallen Kingdom

July 27

Spider Man: Into the Spider-Verse

August 10

Dumbo (2019)

August 17

Ralph Breaks the Internet

August 24

Avengers Infinity War



City Council Meeting

Meeting Date: 05/13/2019

ANNOUNCEMENTS: EMS Week Proclamation

ANNOUNCEMENTS

Proclamation Declaring the Week of May 19-25, 2019 as Emergency Medical Services Week in the City of Tualatin

Proclamation

Proclamation

Declaring the Week of May 19-25, 2019 as Emergency Medical Services Week in the City of Tualatin

WHEREAS emergency medical services are a vital public service; and

WHEREAS the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS the emergency medical services system consists of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, educators, administrators and others; and

WHEREAS the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week;

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

The week of May 19-25, 2019 is designated as Emergency Medical Services Week in the City of Tualatin to call attention to Emergency Medical Services providers for the outstanding service they provide to the community. The City Council also calls upon the community to express their thanks to these the men and women for their outstanding dedication to their field.

INTRODUCED AND ADOPTED this 13th day of May, 2019.

CITY OF TUALATIN, OREGON

BY _____
Mayor

ATTEST:

BY _____

City Council Meeting

Meeting Date: 05/13/2019

ANNOUNCEMENTS: Tualatin-Sherwood Road Closure May 17-20

ANNOUNCEMENTS

Tualatin-Sherwood Road Closure May 17-20, 2019

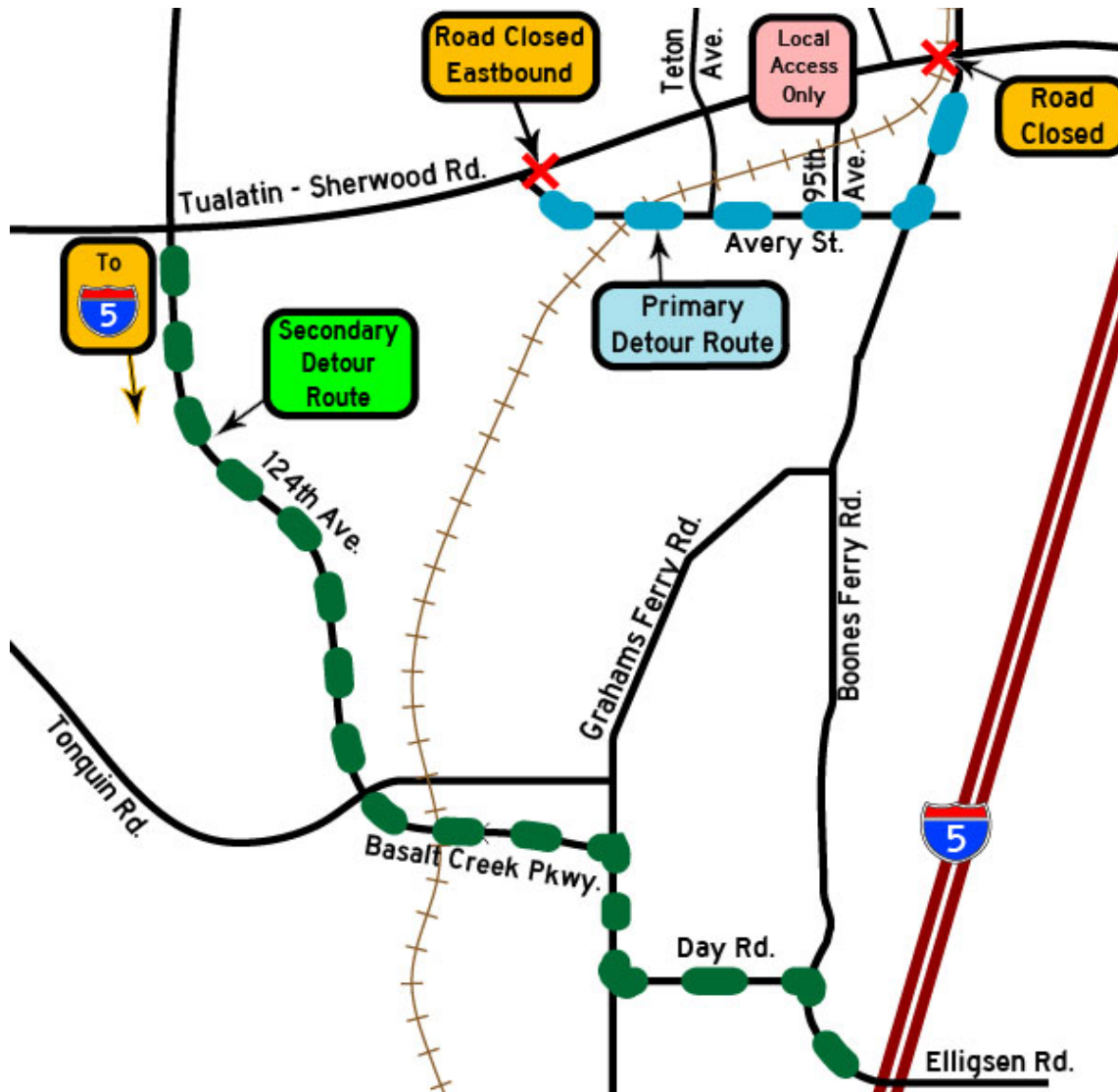
Announcement

ROAD CLOSURE

WHERE – Tualatin Sherwood Rd. Avery to Boones Ferry

WHEN – 8 PM Friday May 17th to 5 AM Monday May 20th

WHY – Replacing railroad crossing to fix a large dip at the crossing




**KEEP
CALM
AND
PLAN
AHEAD**



More info: <https://www.co.washington.or.us/LUT/News/ts-closure-52019.cfm>



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: 05/13/2019

SUBJECT: Consideration of Approval of the Minutes for the Special Work Session of April 15, 2019 and Work Session of April 22, 2019

ISSUE BEFORE THE COUNCIL:

The issue before the Council is to approve the minutes for the Special Work Session of April 15, 2019 and Work Session of April 22, 2019.

RECOMMENDATION:

Staff respectfully recommends that the Council adopt the attached minutes.

Attachments: [City Council Special Work Session Minutes of April 15, 2019](#)
[City Council Work Session Minutes of April 22, 2019](#)



OFFICIAL MINUTES OF THE SPECIAL WORK SESSION OF THE TUALATIN CITY COUNCIL FOR APRIL 15, 2019

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

Absent: Councilor Paul Morrison; Councilor Nancy Grimes

A. CALL TO ORDER

Mayor Bubenik called the meeting to order at 5:07 p.m.

B. AGENDA

1. Fiscal Year 2019-2020 Discussion

Finance Director Don Hudson presented an update on the Fiscal Year 2019-20 budget. Director Hudson stated the budget premise this year was to look at what is needed to provide and maintain services, while identifying savings wherever possible. Budget instructions for staff were reviewed and remained the same as previous years.

Director Hudson stated revenues for this year have remained steady. The City's assessed value and property tax increased 6.12% this year. A proposed utility rate increases of 4.25% based of the master plan is slated for this year. The total increase for an average residential home will be \$5.04.

Director Hudson spoke to proposed projects in the expenditure funds including an increase to the Outside Agency Grant program, Transportation Bond projects, Atfalati playground equipment upgrades, Lafky Park irrigation upgrade, translation services, upgrades to the Commons Fountain, and funding the design of the Library Makerspace. He spoke to the 4.5% rate increase in PERS. He stated it is the first year of the new biennial PERS rates. The rate is impacted by long time employees retiring and being replace with lower salaried employees and the amount of different employees in each tier. Director Hudson reviewed the fiscal health model noting there is a positive alignment.

Councilor Kellogg asked if the city anticipates adding funds to the PERS Reserve fund. Director Hudson stated he continues to monitor the fund and has not looked at expanding at this time.

Director Hudson presented proposed funding for the Tourism Plan. He highlighted each

key area and proposed activities. Key areas included Events, Placemaking, Visitor Services, Marketing, and Capital Development. The total proposed funding for the program is \$210,000 of the collected tourism tax.

Councilor Kellogg asked what specific items are included in the proposed expansion of the Pumpkin Regatta. Parks and Recreation Director Ross Hoover stated a Friday night weigh-in with live music and vendors would be added. Councilor Kellogg asked if there is room to expand the number of allowed racers. Director Hoover stated staff is working on how that expansion could happen.

Councilor Kellogg asked what the feasibility study for an event space would specifically be looking at. Director Hoover stated it would be looking at community gathering places.

Director Hoover presented information on Parks System Development Charge (SDC) rates. He stated the approved methodology for determining SDCs was adopted in December. Staff is seeking direction on a proposed rate to include in the FY 19-20 budget. Director Hoover stated rates would go into effect July 1, 2019. Comparisons of neighboring communities including Beaverton, Wilsonville, Sherwood, Hillsboro, and Tigard were shared. Comparison examples of total fees included system development charges, other fees (including land use review, building permit fees and engineering plan review fees), parks SDC, and city property taxes for office buildings, retail buildings, warehouses, single-family houses, and a multi-family housing complex were reviewed. Director Hoover then presented a comparison of rates using the new adopted methodology at both the maximum allowable rate and 50% of the maximum allowable rate.

Council President Davis asked how often other jurisdictions increase their SDCs rates. Director Hoover stated SDC rates are reviewed regularly. City Manager Lombos stated the City looks at raising rates annually based off of rate studies.

Councilor Brooks asked how the water SDC rates will affect the totals when they are adjusted. Director Fuchs stated they are currently working on updating the Water Master Plan and will follow that with a separate rate study to determine fees. He noted he doesn't anticipate a large increase in those rates.

Councilor Kellogg asked how recent the McKenzie Study is that was used for the comparison. Director Hoover stated it was updated in 2018.

Mayor Bubenik asked what the revenue would be for the City at the 50% the maximum allowable rate. Director Hoover stated the methodology is based on \$74 million dollars in projects and the SDC rate would be the source for half of the funding.

Mayor Bubenik stated he feels the numbers at the 50% maximum allowable keep Tualatin competitive in the region.

Councilor Kellogg asked if a flat rate across all categories is required. Director Hoover stated it is not required, but is easier to apply.

Councilor Kellogg asked how often the rates will be reviewed. Director Hudson stated SDC rate review is at the discretion of the Council.

Mayor Bubenik asked if the new rates would be applied to the Basalt Creek area. Director Fuchs stated it would be.

Mayor Bubenik proposed setting the rate at 50% the maximum allowable rate. Council President Davis and Councilor Brooks concurred.

Councilor Kellogg requested more information on the factors used in the comparison examples before making a decision. City Manager Lombos stated staff could bring back more detail from the study for further consideration at a meeting in May and still have time for Council to make a decision to incorporate into the budget.

Mayor Bubenik requested the addition of a concept study for a Veteran's Memorial Park be added to the budget. He stated a local Veteran's group is working to get grant funds for the park but there are no grant dollars available for a concept study. Director Hoover stated a concept study could range from \$30,000 to \$40,000. Council consensus was reached to add a proposed line item to the budget for the concept study.

C. ADJOURNMENT

Mayor Bubenik adjourned the meeting at 6:51 p.m.

Sherilyn Lombos, City Manager

_____ / Nicole Morris, Recording Secretary

_____ / Frank Bubenik, Mayor



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

Staff Present: City Manager Sherilyn Lombos; City Attorney Sean Brady; Finance Director Don Hudson; Planning Manager Aquilla Hurd-Ravich; Deputy City Recorder Nicole Morris; Economic Development Manager Jonathan Taylor; City Engineer Jeff Fuchs; Management Analyst II Garet Prior; Parks and Recreation Director Ross Hoover; Planning Manager Steve Koper

CALL TO ORDER

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

1. *Tualatin Urban Renewal Education Series Part I.*

Economic Development Manager Jonathan Taylor introduced Consultant Elaine Howard to present Tualatin Urban Renewal Basics. Manager Taylor stated tonight's presentation is the first part of a three part series. Consultant Howard stated the training will help the Council understand what Urban Renewal (UR) is, how it functions, and why it is on tax bills.

Consultant Howard explained why cities use UR, noting Tualatin has two designated areas. She stated UR is a unique financing tool for planned projects to help address blight in specific areas. UR functions on increases in property tax revenues in Urban Renewal Areas (URA). Consultant Howard explained blight is a precondition to any URA and is defined by state statute as underdevelopment or underutilization of property in poor condition of buildings or inadequacy of infrastructure including streets and utilities. She explained UR financing works by leveraging the city's tax rate. Consultant Howard stated Urban Renewals Division of Taxes does not increase property taxes, it uses increases in property taxes that were already in place and appears as a line item on property tax bills. She noted schools are indirectly impacted by UR and bonds and local levies are not impacted unless issued prior to 2001. Consultant Howard spoke to impacts to other taxing districts stating UR does not provide money but instead diverts funds that would go to other property tax districts. She briefly touched on state limitations on UR and how a plan is adopted. She stated once a project is identified it takes six to eight months to go through the process.

Councilor Kellogg asked if each parcel in a URA has to have blight. Consultant Howard stated there only needs to be one instance of blight in the URA.

Councilor Morrison asked if UR can be specific to one area. Consultant Howard stated UR can be used in areas for underutilization and vacant buildings on a single

property.

Councilor Morrison asked for an explanation on Maximum Indebtedness (MI). Consultant Howard stated MI is decided after looking at projects and deciding how long it will take.

Councilor Grimes asked if there is federal or state incentives for redevelopment. Consultant Howard stated there are different types of programs available for affordable housing.

Councilor Grimes asked if you could borrow against projects to leverage growth in a URA. Consultant Howard stated URAs work off of bonds or loans.

Mayor Bubenik asked what impacts of a multiyear recession would have on UR. Consultant Howard stated it could level out but doesn't mean it would decrease in value.

Councilor Kellogg asked about current legislation on public buildings. Consultant Howard stated there is a bill currently that is working to define what a public building is. She will report back further at the next training.

2. *Interstate 205 Update.*

Oregon Department of Transportation (ODOT) Regional Manager Rian Windsheimer presented an update on Interstate 205 projects. He presented a project list to the Council and shared a video of project improvements along I-205. Manager Windsheimer stated ODOT has been provided with direction to move forward with the completion of design for these projects and noted there has been no funding allocated for construction at this time. Currently the project is 60% through the design phase. The project will be ready to go to bid mid-2020 as project funding discussions continue to happen at the legislature. The project is estimated to cost between \$450-550 million.

Councilor Morrison asked if the project could be completed without a toll road. Manager Windsheimer stated the assumption is there would not be a toll process put in place. If a toll process was to be considered ODOT would have to go back and do more work on the project. He noted there is currently disagreement at the legislative level on if it should be included or not.

Councilor Morrison requested ODOT consider an additional on/off ramp south bound for the Stafford area. He noted the current exit is overloaded. Manager Windsheimer stated there is no plan to add an additional exit at this time.

Council President Davis stated she is happy to see ODOT putting in sidewalks along Hwy 99 in King City.

Manager Windsheimer spoke to ODOT's current Bike and Pedestrian Plan. He requested the City work with ODOT on including separate facilities that are not along the freeway.

Mayor Bubenik stated the three party IGA for the Stafford Area has triggers in it that are tied to the design and construction of the I-205 project. He would like the city to

work with ODOT on design for the Stafford Interchange before construction begins.

Councilor Kellogg asked if there are any planned capacity improvements for the Ellington Interchange. Manager Windsheimer stated there is a project slated in the Regional Transportation System plan that will improve the area.

3. *Update on Washington County Transportation Projects.*

Washington County Principal Transportation Planner Erin Wardell and Principal Engineer Russ Knoebel provided an update on transportation projects. Planner Wardell presented an update of the Basalt Creek Parkway extension. She stated the design and right-of-way portions have been funded while \$23 million in construction and engineering costs are unfunded at this time. Engineer Knoebel stated the parkway will be a five-lane limited-access arterial with bicycle and pedestrian facilities and include a 600 foot bridge. He stated environmental work for the project is underway and anticipates the Federal Highway Administration will issue a Categorical Exclusion before final design works begins. Engineer Knoebel touched on the environmental study and archaeological investigations that are currently underway.

Councilor Kellogg asked what the proposed grade is for the bridge. Engineer Knoebel stated it would be 6% which depicts the maximum grade in the area.

Councilor Kellogg asked if any of the studies look at noise pollution. Engineer Knoebel stated it is part of the study.

Councilor Kellogg asked if geotechnical work will be done to determine if the pilings for the bridge would be sustainable. Engineer Knoebel stated that would be part of a later planning process during final design.

Councilor Morrison asked about extending Basalt Creek across Interstate 5. Engineer Knoebel stated the Transportation Refinement Study determined the Day Road crossing would be needed first. He noted the Basalt Creek crossing would only happen if there is development. Councilor Morrison asked what specific triggers need to happen for the parkway to be built. Planner Wardell stated development in the area would need to happen. She noted the County is committed to building the parkway when the time comes.

Mayor Bubenik asked what the categorical exclusions keeps the County from not having to study. Engineer Knoebel stated all the same studies have to be done. The exclusion just shows the impacts of scale for the project.

Mayor Bubenik stated citizens have expressed concerns regarding the historical Carlton School and if it would have to be moved. Engineer Knoebel stated they are working to avoid having to move the school but there are no definitive answers right now.

Council President Davis asked if the categorical exclusion is being sought so the federal government won't have oversight over the environmental studies. Engineer Knoebel stated the study will go through ODOT for review and then sign off by the federal government. He stated the same level of reporting is done and noted it is just a shorter process as the public involvement is on a smaller scale. Council

President Davis stated she would like to see more community input done on the project and wants to ensure the appropriate maps are being shared. She stated for the record she wants the bridge moved further south to decrease the grade.

Councilor Morrison stated he has concerns with potential water runoff and wants to make sure the land is protected. Engineer Knoebel stated the County will look at all the environmental needs and go through all the necessary studies. They recognize storm water as an issue for the area and will consider it throughout the entire process.

Councilor Brooks expressed concerns with environmental impacts in the area specifically the water runoff to the Willamette River.

Engineer Knoebel presented a brief update on the Tualatin-Sherwood Road and Roy Rogers Road projects. He stated they are three separate projects: Hwy 99W Crossing, Borchers Drive to Chicken Creek, and Teton Avenue to Langer Farms Parkway. An open house to discuss these projects will happen in June.

4. *Proclamation Request.*

This item was moved to council communications at the regular meeting.

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

None.

ADJOURNMENT

The work session adjourned at 7:10 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: Kim McMillan, City Engineer

DATE: 05/13/2019

SUBJECT: Consideration of **Resolution No. 5434-19** Authorizing an Intergovernmental Agreement with Clean Water Services For the Construction of Sagert Farms Sanitary Sewer Improvements

ISSUE BEFORE THE COUNCIL:

Consideration of a Resolution authorizing an Intergovernmental Agreement (IGA) for the construction of Sagert Farms Sanitary Sewer Improvements.

RECOMMENDATION:

Staff recommends approval of the agreement with Clean Water Services

EXECUTIVE SUMMARY:

The public sanitary sewer project at Sagert Farms subdivision was constructed by a private developer. As a condition of development, the developer was required to decommission the Sequoia Ridge Pump Station and force main and construct 120 lineal feet of 8-inch gravity sewer main from the east boundary of the Sagert Farms subdivision to existing Sanitary MH 97207.

The Developer constructed the gravity sewer and decommissioned the pump station as required and the City issued SDC (System Development Charge) credits to the developer for the construction of the portion of public sewer line that does not serve the Sagert Farms Development. The credit voucher amount issued was \$444,765.48.

As required, the City remitted to Clean Water Services their share (96%) of SDC Credits issued to the Developer.

Clean Water Services agreed to reimburse the City of Tualatin for the cost to decommission the pump station and the construct 120 lineal feet of 8-inch gravity sewer mainline. The reimbursement amount is \$82,023.20.

The terms of the IGA outline the agreement that occurred. The City will receive \$82,023.20 from Clean Water Services once this IGA is approved.

OUTCOMES OF DECISION:

The City will receive \$82,023.20 from Clean Water Services.

Attachments: [Reso 5433-19 - CWS Sagert IGA](#)

RESOLUTION NO. 5433-19

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH CLEAN WATER SERVICES FOR CONSTRUCTION OF SAGERT FARMS SANITARY SEWER IMPROVEMENTS.

WHEREAS, this Intergovernmental Agreement (IGA) is made under ORS 190.003 to 190.110;

WHEREAS, ORS 190.003 – 190.110 authorizes units of local governments to enter into intergovernmental agreements;

WHEREAS, the Sagert Farms Sanitary Sewer Improvements were needed to replace the existing Sequoia Ridge Pump Station and force main with a gravity sewer to the existing Saum Creek Pump Station;

WHEREAS, the City and Washington County coordinated on the collection and distribution of SDC credits related to the Sagert Farms Sanitary Sewer Improvements; and

WHEREAS, the City wishes to enter into an IGA with Washington County for the Sagert Farms Sanitary Sewer Improvements.

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

Section 1. The City Manager is authorized to execute an Intergovernmental Agreement between the City of Tualatin and Clean Water Services for Construction of Sagert Farms Sanitary Sewer Improvements, which is set forth in Exhibit 1 and is incorporated by reference.

Section 2. The resolution is effective upon adoption.

INTRODUCED AND ADOPTED by the City Council this 13th day of May, 2019.

CITY OF TUALATIN, OREGON

BY _____
Mayor

APPROVED AS TO FORM

ATTEST:

BY _____
City Attorney

BY _____
City Recorder

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CITY OF TUALATIN AND
CLEAN WATER SERVICES FOR CONSTRUCTION OF
SAGERT FARMS SANITARY SEWER IMPROVEMENTS**

This Agreement, dated _____, _____, is between CLEAN WATER SERVICES (District) a county service district organized under ORS Chapter 451 and the CITY OF TUALATIN (City) an Oregon Municipality.

A. RECITALS

ORS 190.003 - 190.110 encourages intergovernmental cooperation and authorizes local governments to delegate to each other authority to perform their respective functions as necessary.

City undertook the Sagert Farms Sanitary Sewer Improvements (Project) to replace the existing Sequoia Ridge Pump Station and force main with a gravity sewer to the existing Saum Creek Pump Station.

NOW, THEREFORE, the parties agree as follows:

B. PROJECT DESCRIPTION

The Project consisted of decommissioning the Sequoia Ridge Pump Station and force main, and constructing 120 lineal feet of 8-inch gravity sewer main from the east boundary of the Sagert Farms subdivision to existing Sanitary MH 97207. See attached Exhibit A for the Project location.

C. DEFINITIONS

1. Financial Partner –City or District will assume this role, primarily for the purpose of funding a portion of the Project.
2. Managing Partner –City or District will assume this role, primarily for the purpose of administering the Project.

D. DISTRICT OBLIGATIONS

District is the Financial Partner and shall perform all Tasks identified on attached Exhibit B for the Financial Partner, the List of Standard Obligations, unless the Task is checked “Not Applicable”. District assigned Andy Braun as District’s Project Manager.

E. CITY OBLIGATIONS

City is the Managing Partner and shall perform all services identified on Exhibit B for the Managing Partner unless the Task is checked “Not Applicable”.

F. GENERAL TERMS

1. Laws and Regulations. City and District agree to abide by all applicable laws and regulations.
2. Term of this Agreement. This Agreement is effective from the date the last party signs it and shall remain in effect until the Project is complete and the parties’ obligations have been fully performed or this Agreement is terminated as provided herein.
3. Amendment of Agreement. City and District may amend this Agreement from time to time, by mutual written agreement.
 - A. Proposed changes of scope during the Project implementation must be reviewed and endorsed by the Capital Improvement Program Prioritization Committee. Changes necessitated by conditions discovered during design or construction, but consistent with the original scope of the Project, may be approved by the Managing Partner without further approval.
 - B. The construction contract amount of the Project may be increased by up to 20% without re-negotiating the Agreement, provided the increase shall not exceed the not-to-exceed amount contained in Exhibit B.
4. Termination. This Agreement may be terminated immediately by mutual written agreement of the parties, or by either of the parties notifying the other in writing prior to award of a construction contract, with the termination being effective in 30 days.
5. Integration. This document constitutes the entire agreement between the parties on the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings, representations or communications of every kind on the subject. No course of dealing between the parties and no usage of trade shall be relevant to supplement any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement and no waiver by a party of any right under this Agreement shall prejudice the waiving party's exercise of the right in the future.

6. Indemnification. Within the limits of the Oregon Tort Claims Act, codified at ORS 30.260 through 30.300, each of the parties shall indemnify and defend the other and their officers, employees, agents, and representatives from and against all claims, demands, penalties, and causes of action of any kind or character relating to or arising from this Agreement (including the cost of defense thereof, including attorney fees) in favor of any person on account of personal injury, death, damage to property, or violation of law, which arises out of, or results from, the negligent or other legally culpable acts or omissions of the indemnitor, its employees, agents, contractors or representatives.
7. Attorney Fees. If any dispute arises concerning the interpretation or enforcement of this Agreement or any issues related to the U.S. Bankruptcy Code (whether or not such issues relate to the terms of this Agreement), the prevailing party in any such dispute shall be entitled to recover all of its attorney fees, paralegal fees, costs, disbursements and other expenses from the non prevailing party, including without limitation those arising before and at any trial, arbitration, bankruptcy, or other proceeding and in any appeal.
8. Resolution of Disputes. If any dispute out of this Agreement cannot be resolved by the project managers from each party, the City Manager and District's Chief Executive Officer will attempt to resolve the issue. If the City Manager and District's Chief Executive Officer are not able to resolve the dispute, the parties will submit the matter to mediation, each party paying its own costs and sharing equally in common costs. In the event the dispute is not resolved in mediation, the parties will submit the matter to arbitration. The decision of the arbitrator shall be final, binding and conclusive upon the parties and subject to appeal only as otherwise provided in Oregon law.
9. Interpretation of Agreement.
 - A. This Agreement shall not be construed for or against any party by reason of the authorship or alleged authorship of any provision.
 - B. The paragraph headings contained in this Agreement are for ease of reference only and shall not be used in construing or interpreting this Agreement.
10. Severability/Survival. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired. All provisions concerning the limitation of liability, indemnity and conflicts of interest shall survive the termination of this Agreement for any cause.
11. Approval Required. This Agreement and all amendments, modifications or waivers of any portion thereof shall not be effective until approved by 1) District's Chief Executive Officer or the Chief Executive Officer's designee and when required by applicable District rules, District's Board of Directors and 2) City. Proposed changes of scope must also be approved by the Capital Improvement Program Prioritization Committee.

12. Choice of Law/Venue. This Agreement and all rights, obligations and disputes arising out of the Agreement shall be governed by Oregon law. All disputes and litigation arising out of this Agreement shall be decided by the state courts in Oregon. Venue for all disputes and litigation shall be in Washington County, Oregon.

CLEAN WATER SERVICES

CITY OF TUALATIN, OREGON

By: _____
Chief Executive Officer or Designee

By: _____
City Manager

Date: _____

Date: _____

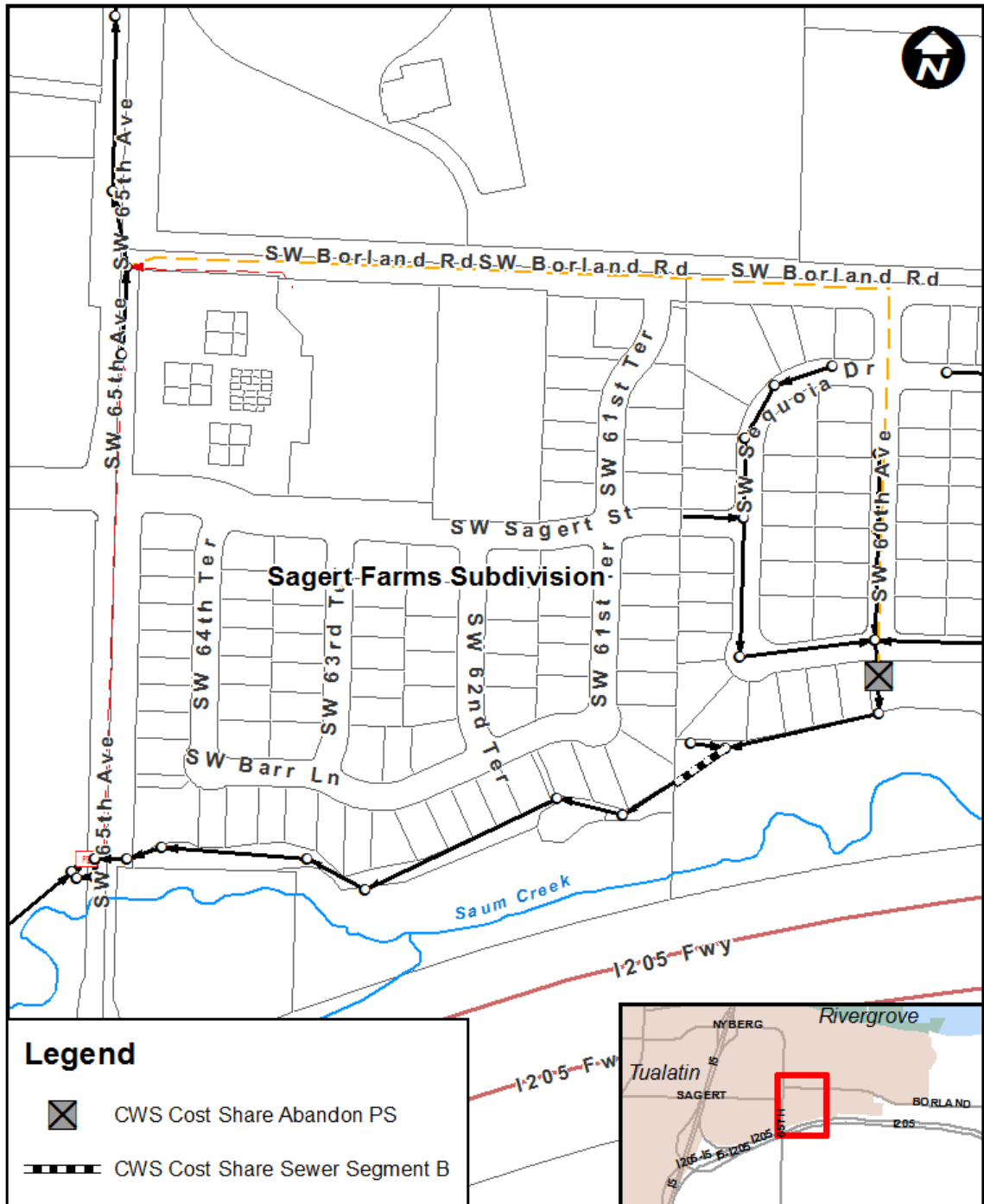
APPROVED AS TO FORM

APPROVED AS TO FORM

District Counsel

City Attorney

Exhibit A Project Location Map



E:\Linda_Hall\m\work\Tualatin - Sagert-Saum CK IPSIGIS\Sagert Farms Sewer Improvements Exhibit A.mxd 1/27/2018

Exhibit A-Sagert Farms Sanitary Sewer Improvements

Tualatin, Oregon



EXHIBIT B
LIST OF STANDARD OBLIGATIONS

Task	Not Applicable
<u>Managing Partner shall:</u>	
Provide Financial Partner at least ten days to review the plans and specifications for the Project and incorporate Financial Partner's comments into the plans.	<input checked="" type="checkbox"/>
Provide any required notice and communicate with the neighborhood and property owners within the Project limits. Respond to public calls arising from work being completed under this Agreement.	<input checked="" type="checkbox"/>
Prepare and submit invoices of the Project costs to Financial Partner.	<input type="checkbox"/>
Issued Sanitary Sewer SDC Credits to the developer of the Sagert Farms Subdivision for the Project Costs.	<input type="checkbox"/>
Prepare and submit a Project summary of completed tasks to Financial Partner with each invoice.	<input checked="" type="checkbox"/>
Prepare all contracts and bid documents, advertise for bids, and select a construction contractor for the Project.	<input checked="" type="checkbox"/>
Approved and issued permits for the Project and provided construction inspection and management services for the Project.	<input type="checkbox"/>
If requested, hold progress meetings with Financial Partner during the field investigation and design phases of the Project. Financial Partner may review options and provide input on the Project.	<input checked="" type="checkbox"/>
Remitted District's share of SDC Credits issued to Developer for the following costs for the Project: Engineering \$42,830.00 Sewer Segment A \$332,042.13 Sewer Segment B \$35,810.87 Decommission Pump Station \$39,082.48 Total (Project Costs) \$449,765.48	<input type="checkbox"/>
Require all contractors to include Financial Partner as an additional insured on insurance coverage required for construction work performed in completing the Project.	<input checked="" type="checkbox"/>
Take the lead in coordinating public involvement related to the Project.	<input checked="" type="checkbox"/>
Waive any land use or permit fees (except plumbing inspection fees) for work related to the Project.	<input checked="" type="checkbox"/>
City currently has sewer fund balances, including a sewer development charge (SDC) balance. City has been allowed to retain these balances to "spend down" on sewer-related projects within the	<input type="checkbox"/>

**EXHIBIT B
LIST OF STANDARD OBLIGATIONS**

Task	Not Applicable
City, regardless of funding responsibilities. Funding for the Project included \$367,742.28 from City's sewer fund balances.	
<u>Infiltration and Inflow Abatement projects</u>	
Obtain written permission from each property owner to inspect their sanitary sewer lateral and to line or replace it if deficient.	<input checked="" type="checkbox"/>
Establish whether each property has a cleanout at the structure. If no cleanout exists, Managing Partner will install one.	<input checked="" type="checkbox"/>
Inspect and evaluate each sanitary sewer lateral and main with a television camera. Managing Partner will line or replace all deficient sewer laterals and mains.	<input checked="" type="checkbox"/>
Other: (please describe) _____	<input checked="" type="checkbox"/>
<u>Financial Partner shall:</u>	
Reviewed the plans and specifications for the Project and provided Managing Partner with written comments and/or approval.	<input type="checkbox"/>
Approved the final acceptance of the Project after construction.	<input type="checkbox"/>
Pay invoices submitted by Managing Partner for actual costs incurred within 30 days of approving the invoice. The invoice shall include full progress payment amounts, including typical construction retainage.	<input type="checkbox"/>
Pay Managing Partner a total not to exceed of \$82,023.20 toward the Project Costs. Engineering \$7,129.85 Sewer Segment B \$35,810.87 Decommission Pump Station <u>\$39,082.48</u> \$82,023.20	<input type="checkbox"/>
Assist Managing Partner in communicating with the property owners and Project stakeholders.	<input checked="" type="checkbox"/>
Other: (please describe) _____	<input checked="" type="checkbox"/>



STAFF REPORT

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Richard Mueller, Parks and Recreation Manager
Ross Hoover, Parks and Recreation Director

DATE: 05/13/2019

SUBJECT: Consideration of **Resolution No. 5436-19** Authorizing the City Manager to Accept Grant Funds from the Tualatin Soil and Water Conservation District for Tualatin Riverbank Restoration and Enhancement

ISSUE BEFORE THE COUNCIL:

Council consideration of Resolution No. 5436-19 authorizing the City Manager to accept grant funds from the Tualatin Soil and Water Conservation District for Tualatin Riverbank restoration and enhancement.

RECOMMENDATION:

Staff recommends Council adopts Resolution No. 5436-19, authorizing the City Manager to accept grant funds from the Tualatin Soil and Water Conservation District for Tualatin Riverbank restoration and enhancement.

EXECUTIVE SUMMARY:

In 2018 the City purchased five acres of parkland on the Tualatin River adjacent to Jurgens Park. The property has extensive invasive plant species including English ivy, blackberry Laurel, and Holly. This grant will fund the removal of the invasive species over two years with a contractor using best practices, and the third year plant native vegetation with City volunteers. Included in the project is trash removal as the site was a former farmland with debris piles on the riverbank.

The parkland is next to Jurgens Park a neighborhood and community serving park on the partially developed/planned east-west regional Tualatin River Greenway Trail. The Tualatin River Greenway Trail will connect to the regional north-south Ice Age Tonquin Trail/Westside Trail. The park has passive and active recreation facilities and is used by residents, visitors, organizations, and schools. Jurgens Park amenities and facilities include a playground, tennis/pickleball courts, basketball court, sports field, walking trail, river access with floating boat dock, restroom, and parking lot. The future City plans include this property into an expansion of Jurgens Park. The future site plan for Jurgens Park and expansion property was identified in the Parks and Recreation Master Plan, and will involve extensive community

RESOLUTION NO. 5436-19

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT GRANT FUNDS FROM THE TUALATIN SOIL AND WATER CONSERVATION DISTRICT FOR TUALATIN RIVERBANK RESTORATION AND ENHANCEMENT

WHEREAS, the Tualatin Soil and Water Conservation District has offered to grant up to \$20,000 to the City for Tualatin Riverbank Restoration and Enhancement;

WHEREAS, the City of Tualatin desires to participate in this funding program to restore and enhance the Tualatin River area near Jurgens Park;

WHEREAS, the Council finds it is in the public interest to accept the grant funds;

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

Section 1. The City Manager is authorized to accept grant funding from the Tualatin Soil and Water Conservation District for Tualatin Riverbank Restoration and Enhancement of the Jurgens Park area.

Section 2. The City Manager is authorized to execute the grant agreement, which is attached as Attachment A, as well as any and all documents necessary to effectuate the award.

Section 3. This Resolution is effective upon adoption.

INTRODUCED AND ADOPTED this 13th day of May, 2019.

CITY OF TUALATIN OREGON

BY _____
Mayor

APPROVED AS TO LEGAL FORM

ATTEST

BY _____
City Attorney

BY _____
City Recorder



Tualatin River Environmental Enhancement (TREE) Grant Agreement

This grant agreement is between the Tualatin Soil and Water Conservation (TSWCD) and the City of Tualatin, Parks & Recreation Department (Grantee).

PROJECT NAME: Tualatin Riverbank Restoration & Enhancement
Project number: 201925-88
Contact name: Rich Mueller
AWARD AMOUNT: \$20,00.00
AWARD DATE: March 13, 2019

PURPOSE

The purpose of this document is to clarify the respective roles and commitments of the TSWCD and Grantee in carrying out a cost share project funded by the TSWCD's TREE Grant Program.

The goal of the TREE Grant Program is to promote conservation within the Tualatin River Watershed community through funding projects that demonstrate a clear public benefit in one or more of the following areas: water quality, water quantity, soil health and erosion, invasive species management, fish and wildlife habitat, and forest health.

PROJECT LOCATION

Located in the Tualatin watershed, at the following location:

Project address: 10325 SW Jurgens Lane, Tualatin, OR 97062

PROJECT DESCRIPTION

The city recently purchased five acres of property on the Tualatin River adjacent to Jurgens Park. We will remove the invasive species over two years with a contractor using mechanical and chemical methods. The 3rd year, volunteers will plant native vegetation. In addition to the invasive species removal, the project includes trash removal on the river bank from the former owner.

PROJECT DURATION: This grant agreement will remain in effect until March 31, 2022.

PROJECT TASKS AND TIMELINE: See a detailed Scope of Work in the application.

PROJECT COSTS: TSWCD will provide funds in the amount of \$20,000.00 for the 3-year project on a reimbursement basis. TSWCD funding will not exceed this amount. The Grantee will match this commitment with cash and/or in-kind contributions valued at \$ 17,867.00 See a detailed budget in original application.

EXPENDITURE OF FUNDS: This grant is made for the purpose outlined in the grant award letter and may not be expended for any other purpose without TSWCD prior written approval.

ROLES AND RESPONSIBILITIES

A. TSWCD commits to:

1. Provide funds on a reimbursement basis upon successful completion of tasks, up to a maximum of \$ 20,000.00 as described in the detailed budget the application.
2. Provide all necessary documents for reporting project progress and financial information as outlined in the Deliverables section of this agreement in the application.
3. Be available for consultation with the Grantee as problems arise and attempt to address any project-related concerns.
4. Provide review and recommendations to Grantee regarding the project to ensure success and implementation of conservation activities related to the project.
5. Be reasonable in making accommodation of Grantee requests and secure Grantee permission before arranging any access or educational visits to the site.
6. Designate a project lead, which is Kelly Dawes , (503)-334-2289, kelly.dawes@tualatinswcd.org.

B. The Grantee commits to:

1. Complete project according to the timeline and specifications detailed in the Scope of Work in the application.
2. Comply with the project budget outlined in the application which identifies other funding sources which support technical or financial resources identified in the Scope of Work.
3. Provide reports and records, including project updates and match form(s), to TSWCD for the duration of the agreement time period, as stated in the Deliverables section of this agreement in the application.
 - a. Keep a record of all receipts and expenditures relating to this grant and provide TSWCD with a written report summarizing the project promptly following the end of the grant award period.
 - b. Submit any interim reports required by TSWCD. Reports should describe progress in achieving the purposes of the grant and include a detailed accounting of the uses or expenditure of all grant funds. Grantee also agrees to provide any other information reasonably requested by TSWCD. If the Grantee's organization obtains any audited

financial statements covering any part of the period of this grant, please provide a copy to TSWCD as well.

4. Maintain the project in a healthy state, including control of invasive weeds if applicable, into the future after this project funding ends. Grantee agrees to complete a two-year post project report as stated in the Deliverables section if this agreement in the application.
5. Provide access to designated TSWCD project lead to review and monitor the Project. Advance notice of site visits can be provided if the Grantee indicates such a preference.
6. Removal of any loose trash and debris from the project area is included in the grant scope of work.
7. Notify TSWCD in future years if the project is at risk.
8. Allow promotion of the project in TSWCD's outreach materials and presentations and if applicable, install a TSWCD project sign (provided by TSWCD) along the road or in/near the project area. As schedule permits, participate in TSWCD educational activities related to the project (e.g. tours of the property) to promote TSWCD's assistance program and share experiences with other landowners/entities.

TERMS AND CONDITIONS

1. Payments totaling \$600 or more in a calendar year may be considered by the IRS to reportable income. Grantees who receive District funding will be required to complete an IRS W-9 form. If applicable, TSWCD will report the income to the IRS and to the Grantee on a 1099-MISC form. The Grantee should consult a tax advisor regarding income reporting requirements and whether project-related expenses may be included as deductions on the Grantees tax returns to offset this income.
2. By signing the Grant Agreement, the Grantee certifies that:
 - a. Each signer of the Grant Agreement is authorized to represent the organization listed on this agreement as Grantee and has authority to sign contracts on its behalf.
 - b. TSWCD funds will be used only for the purposes approved by TSWCD and will not be used for lobbying, for attempts to influence voting or legislation, or for litigation of any kind.
 - c. The project/event will comply with TSWCD's nondiscrimination policy.
 - d. Subject to the limitations of the Oregon Tort Claims Act (ORS 30.260 through 30.300), the Grantee agrees to be responsible for its own actions and for any damage or third-party liability arising from the Grantee's activities related to its agreement with TSWCD. It agrees to indemnify and hold harmless TSWCD and its officers, directors, agents, and employees from any and all losses, claims, damages, and expenses resulting from, or arising out of, the acts or omissions of the Applicant and its officers, directors, agents, and employees under the agreement.

- e. The Grantee agrees that obtaining permits, if needed, is the responsibility of the Grantee. TSWCD is not responsible for the safety of participants in the project, or for providing insurance coverage. (The Grantee is advised to check to be sure adequate insurance coverage is obtained for the project.)

Grantee Signature

Date

Tualatin Soil and Water Conservation District Designee

Date

Attachments:

Original application



STAFF REPORT

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Lindsay Marshall, Management Analyst II

DATE: 05/13/2019

SUBJECT: Considerations of **Resolution No. 5437-19** Awarding the Contract for Architectural/Design Services for the Tualatin Service Center Project to Scott | Edwards Architecture

ISSUE BEFORE THE COUNCIL:

Consideration of **Resolution No. 5437-19**, Awarding the Contract for Architectural/Design Services for the Tualatin Service Center Project to Scott | Edwards Architecture.

RECOMMENDATION:

Staff recommends that the Council approve the resolution to allow the City Manager to execute a contract with Scott | Edwards Architecture to provide Architectural/Design Services not to exceed in the amount of \$675,382.

EXECUTIVE SUMMARY:

The Tualatin Service Center project is a proposed project to combine several critical city functions including Community Development, Public Works, and Parks Maintenance and Operations into one building located at the site of the existing Public Works campus on SW Herman Road.

The project was advertised in the Daily Journal of Commerce on March 22nd and 25th. Five (5) bids were received prior to the close of the bid period on April 12, 2019. There was an evaluation process for the proposals and three (3) firms were interviewed. Scott | Edwards Architecture was selected and the fee negotiated was in the amount of \$675,382.

FINANCIAL IMPLICATIONS:

The term of the contract is for two years, not to exceed \$675,382. The contract cost will be allocated across all funds participating in the Service Center Project.

Attachments: Scope of Work
Fees for Service

Professional Services Agreement
Resolution No.5437-19

ABILITY, WORK PLAN & UNDERSTANDING

ABILITY TO PROVIDE REQUESTED SERVICES

Our design team will meet with you, and individual stakeholders involved in the project to analyze needs, determine objectives and discuss the various issues, opportunities and/or challenges with the proposed facility. A matrix of programming priorities will be presented and discussed to prioritize programming. The results of these discussions will be the outline for the design program.

Once the needs and desires have been identified, they will be prioritized based upon what is preferred, satisfactory and acceptable. Then the list of wants and desires will be arranged in a list by highest to lowest priority. This is essential to the design team as we will have to work within a specific footprint and a specific budget. This program outline will be used for developing the preliminary concept design. This is reviewed with the building committee to reach consensus, which will then be developed by the design team.

WORK PLAN

The following outlines the work plan that we propose to use as a starting point for developing your project. This is based on similar projects that we have completed and outlines each phase of the design process, along with key tasks and deliverables. We look forward to refining this process with you to create a plan that works best for this project.

1 | RESEARCH & ASSESSMENT

KICK-OFF MEETING WITH THE PROJECT TEAM (PT) MADE UP OF CITY OF TUALATIN STAFF & STAKEHOLDERS

- | Introduce the Design Team (DT) and clarify their roles and responsibilities.
- | Formalize understanding of project goals, schedule, budget, and funding requirements.
- | Establish procedures and lines of communication. Define roles and responsibilities.
- | Refine the Work Plan to meet your needs and expectations for the project.

As a team, create a clearly defined process for decision making and prioritizing the elements of the project and how issues and concerns will be addressed and resolved.

Discuss desired services, function, character and overall concepts for the Tualatin Service Center.

PROGRAM DEVELOPMENT

- | Move-in and understand each of your current facilities by spending a day on-site observing. Learn how they function and what they feature. Evaluate what works and what could use improvement.
- | Tour similar service facilities, both regionally and nationally with the PT. This is a great opportunity for the DT to understand what the PT likes and dislikes and what works and doesn't work for each facility.
- | Meet with the staff to understand the existing campus, its history, parameters of working on site, challenges and any lessons learned with prior development.
- | Meet with the PT to discuss aspirations and ideas to take the service center to the next level.
- | Space programming work sessions with the PT to establish current and future needs. Establish specific space needs and requirements including size, adjacencies, flow, technology, equipment and special considerations.

Conduct a Sustainability Workshop to establish goals for sustainable design, energy efficiency, incentive programs, and potential certification programs.

DUE-DILIGENCE RESEARCH & FIELD SURVEY

- | Review current documents and any prior assessment studies for the project.
- | Review current zoning code and building code restrictions/opportunities with the Authority Having Jurisdiction (AHJ). Determine need/requirements for Land Use process.
- | Assist in obtaining or reviewing existing topographic land survey and geotechnical soils report.
- | Determine need and selection of specialty consultants including Arborist, Traffic Engineer, Energy Trust or other project incentive specialist.

REVIEW & COLLATE ASSESSMENT INFORMATION

- | Compile a written documentation outlining results of assessment phase.
- | Meet with the PT and review findings of the Research and Assessment Phase.

DELIVERABLE: Research and Assessment Document including: Project goals, recap of tours and meetings, Work Plan, building space program, due-diligence development opportunities/constraints, existing site condition analysis, and site base plans.

2 | PLANNING OPTIONS/CONCEPT DESIGN

CONCEPT EXPLORATION WORKSHOPS

Minimum of four structured work sessions with the PT, DT and CM/GC to develop planning ideas, explore and prioritize multiple development options, including focused exploration of sustainability concepts relevant to the project.

CONCEPT DESIGN DEVELOPMENT

Based on the findings of the Research and Assessment phase and concept exploration workshops, refine and document the top three most viable alternative conceptual development plans.

COST MODEL

Work with the CM/GC to develop estimated project costs for each of the selected conceptual development plans.

Meet with the PT to:

- | Review alternative conceptual development plans and discuss pros and cons of each.
- | Discuss potential cost implications of each plan.
- | Utilize the decision making process to select the "best fit".

DELIVERABLE: Document with multiple conceptual plan options considered and the preferred conceptual plan including cost estimates and pros & cons comparison.

3 | SCHEMATIC DESIGN

Based on the Planning Options/Concept Design Phase approval, we will begin development of the Schematic Design documents consisting of drawings and outline documents, for both the site and building. After review with the PT, we will update the documents in preparation for CM/GC pricing and ensure project is within budget. A detailed project schedule will also be developed at this stage to ensure major milestones are identified and maintained over the duration of the project. The project schedule will be updated periodically over the course of the remaining phases as progress continues and to reflect any changes in timelines.

We will make sure to have weekly meetings and presentations with the PT to convey any updates to the project with the

use of materials and finishes boards. Community meetings will also be held to update the public on the project.

DELIVERABLE: Schematic Design documents and updated project schedule.

4 | DESIGN DEVELOPMENT

At Design Development, we bring all the concepts together for the integration of all building systems including structural, heating ventilating, electrical. Along with materials, furniture layouts, design elements, room data sheets and security plan. Costs are carefully verified and value engineering scrutinized. If prioritization is required, now is the time to use our decision making process.

We will conduct weekly presentations to the Owner and employees, along with illustrative materials to present through outreach programs to the public as needed.

We will meet with AHJ to review plans to make sure we are on the same page regarding code issues. This will ensure a timely permitting time frame. Our internal Quality Assurance team looks at the construction and operational logistics to determine what cost effective means can be employed during construction.

Assist the owner to work with the cost consultant to develop a statement of probable construction cost and modify as needed.

DELIVERABLE: Design Development plans including architecture and all building systems, security plans, draft specifications, and updated project schedule.

5 | CONSTRUCTION DOCUMENTS

Based on approval of the Design Development package schedule, and CM/GC cost estimates, we will provide the technical detailing, drafting and specifications to provide a complete, accurate and well-coordinated set of construction documents. Based on our quality control procedures we have gained recognition in the contracting community for accurate documents that simplify construction and keep change orders to a minimum. We will prepare alternative bid packages if required. Conduct weekly PT meetings and presentations with Owner. Assist CM/GC to develop

Construction Documents that conform with the approved GMP.

DELIVERABLE: Progress Construction Document review sets at 50%, 90% and 100% along with updated project schedule.

6 | BIDDING & PERMITTING

Here we will work with the CM/GC and Owner to prepare conditions, instructions to bidders, and bidding forms.

Work closely with the AHJ and other relevant parties to address and resolve planning and code issues. Our goal is make contact early and minimize “surprises” that might affect the function, life safety, or budgetary issues of the project.

Working closely with the CM/GC, we will provide collateral material required to issue the project for bidding, conduct a pre-bid meeting, explain bidding documents to bidders, respond to all bidder questions, substitution requests and issue addenda. We will assist in evaluating the best responsible bids and review the GMP.

7 | CONSTRUCTION ADMINISTRATION

Understanding and embracing a team approach with the CM/GC and PT is key to resolving issues that arise during construction. We will work closely with the team to monitor the quality and progress of the construction work, stay on schedule, review all submittals and respond rapidly to any field questions, and issue RFI's and review change orders when warranted. Our goal is always to develop and maintain our working relationship with the contractor to ensure good communication and flow of information.

SIEA will attend weekly construction meetings and provide written field reports. Review drawings and submittals for compliance with approved design and specifications. At near completion, we will conduct a punch list review and monitor final completion. Closeout submittals will be checked for completeness and warranty compliance. Eleven months following the project completion, we will initiate a site visit where we will walk the project and create a warranty punch list and monitor repairs.

REVISED FEES FOR SERVICE

SERVICE/ DISCIPLINE	RESEARCH & ASSESSMENT, PLANNING OPTIONS, SCHEMATIC DESIGN	DESIGN DEVELOPMENT	CONSTRUCTION DOCS	BIDDING & PERMITTING	CONSTRUCTION ADMINISTRATION	TOTAL
ARCHITECTURAL SIEA	86: \$175 = 15,050 174: \$130 = 22,620 218: \$90 = 19,620 \$57,290	100: \$175 = 17,500 240: \$130 = 31,200 380: \$90 = 34,200 \$82,900	140: \$175 = 24,500 340: \$130 = 44,200 600: \$90 = 54,000 \$122,700	8: \$175 = 1,400 80: \$130 = 10,400 \$11,800	80: \$175 = 14,000 369: \$130 = 47,970 200: \$90 = 18,000 \$79,970	3,015 \$354,660
STRUCTURAL WDY, INC.	12: \$175 = \$2,100	16: \$175 24: \$125 40: \$85 \$9,320	24: \$175 140: \$125 140: \$88 \$34,020	4: \$175 16: \$125 4: \$88 \$3,052	8: \$175 80: \$125 \$11,400	 \$59,892
CIVIL HHPR	137 = \$14,620	136 = \$14,740	96 = \$15,640	54 = \$8,800	65 = \$11,260	\$65,060
LANDSCAPE HHPR	30 = \$4,250	45 = \$6,275	35 = \$4,925	16 = 2,260	24 = \$3,440	\$21,150
MEP INTERFACE	179 = \$26,840	213 = \$27,880	382 = \$48,920	46 = \$7,100	226 = \$29,880	\$140,620
COST CONSULTING JLD	56 = \$8,960	69 = \$11,040				\$20,000
OVERALL TOTAL						\$661,382

ESTIMATED REIMBURSABLES

REIMBURSABLES	SCHEMATIC DESIGN	DESIGN DEVELOPMENT	CONSTRUCTION DOCS	BIDDING & PERMITTING	CONSTRUCTION ADMINISTRATION	TOTAL
PRINTING	\$1200	\$1200	\$6000	\$2000	\$1000	\$11,400
TRAVEL	\$200	\$200	\$300	\$200	\$400	\$1,300
DELIVERY	\$200	\$200	\$200	\$300	\$400	\$1,300
TOTAL						\$14,000

HOURLY RATES

PRIME CONTRACTOR HOURLY FEE SCHEDULE

CATEGORY	FIRM	TITLE	NAME	HOURLY RATE
ARCHITECTURE	SIEA	Principal	Sid Scott	\$150
		Senior Associate/ Project Manager	Andrew Kraus	\$125
		Director of Interiors	Susan Balogh	\$130
		Designer/Drafter		\$90

SUB-CONTRACTOR HOURLY FEE SCHEDULE

CATEGORY	FIRM	TITLE	NAME	HOURLY RATE
CIVIL	HHPR	Associate Principal	Bruce Haunreiter	\$235
		Project Manager, Associate	Beau Braman	\$200
		Landscape Architect	Jeffery Creel	\$110
STRUCTURAL	WDY, INC.	Managing Principal	Dale DiLoreto	\$175
		Principal		\$165
		Project Engineer I		\$135
		Project Engineer II		\$120
		Project Engineer III		\$105
		Designer I		\$85
MEP	INTERFACE ENGINEERING	Principal	Rob Matteson	\$220
		Associate Principal	Mark O'Leary Jim McClelland	\$180
		Sr. Engineer		\$155
		Engineer		\$130
		Designer		\$115
COST CONSULTING	JLD CONSTRUCTION CONSULTING	Principal-in-Charge	John Drentlaw	\$160

CITY OF TUALATIN PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT is entered into as of the date first indicated on the signature page by and between the City of Tualatin, a municipal corporation of the State of Oregon ("City"), and Scott | Edwards Architecture LLP ("Contractor").

Section 1. Contract Documents. The Contract Documents, which together form the complete Agreement between the parties, consists of the following documents in descending order of precedence: (i) this Agreement; (ii) any documents specifically referenced in this Agreement; and (iii) the attached Scope of Work (Exhibit A); (iv) the attached hourly rate schedule (Exhibit B); (v) the invitation to bid/propose; (vi) the Tualatin Public Works Design Standards; and (vii) Contractor's bid/response. To the extent there is any conflict between the Contract Documents, the conflict is resolved by the order of precedence above. There are no other Contract Documents other than those listed.

Section 2. Work.

- A. Completion.** Contractor must complete all Work that is generally described as set forth in Exhibit A, which is incorporated into this Agreement as if fully set forth.
- B. Authenticity by Contractor.** All written documents, drawings, and plans submitted by Contractor in completing the Work must be stamped with the engineer, land surveyor, architect, or design professional's professional stamp and bear that professional's signature or initials.
- C. Qualified Professionals.** All Work must be performed by qualified engineers and other professionals that are properly licensed under the laws of the State of Oregon.
- D. City Standards.** All design work must be according to City of Tualatin standards, including but not limited to, the Tualatin Municipal Code and Tualatin Public Works Standards, applicable Master plans, and all other applicable documents referenced in any of these documents.
- E. Solely Responsible.** Contractor is 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 Contractor or any of Contractor's subcontractors or Contractors, except for those items identified as the responsibility of the City.
- F. Sufficient Plans.** Contractor warrants that the Agreement specifications and plans, if any, prepared by Contractor will be adequate and sufficient to accomplish the purposes of the project and that review or approval by the owner of the plans and specifications does not diminish the warranty of adequacy.
- G. Project Costs.** In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the project, given the uncertainty with such projections, City acknowledges Contractor makes no warranty that City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from Contractor's opinions, analyses, projections, or estimates.
- H. Subsurface Investigations.** City acknowledges Contractor makes no warranty about subsurface conditions and cost/execution effects, even if analyzed, as soils, foundation, ground water, and other subsurface investigations may vary significantly between successive test points and sample intervals.
- I. Record Drawings.** Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the Project was finally constructed. Engineer is not responsible for errors or omissions in the information from others that are incorporated into the record drawings.
- J. Additional Work.** If City requests Contractor to provide additional services not included in the Work described on Exhibit A, the parties will enter into a written amendment to include such Work. The Agreement price for such additional Work will not exceed Contractor's hourly rate as agreed to in Exhibit A. No compensation for additional services will be paid or owing unless both parties specifically agree in writing to such additional compensation and services.

Section 3. 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 date of the last signature is the Effective Date.

Section 4. Time is of the Essence. Contractor agrees that time is of the essence under this Agreement.

Section 5. Standard of Care. In the performance of its professional or technical services, Contractor must use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession practicing in the Portland Metropolitan Area. Contractor will reperform any services not meeting this standard without additional compensation. Contractor's reperformance of any services, even if done at City's request, will not be considered as a limitation or waiver by City of any other remedies or claims it may have arising out of Contractor's failure to perform in accordance with the applicable standard of care or this Agreement.

Section 6. Duty to Inform. If during the performance of this Agreement or in the future, Contractor becomes aware of actual or potential problems, faults, or defects in the projects, any nonconformance with the federal, state or local law, rule, or regulation, or has any objection to a decision or order made by City with respect to such laws, rules, or regulations, Contractor must give prompt written notice to City's Project Manager.

Section 7. Independent Contractor; Responsibility for Taxes and Withholding; Anti-Kickback.

- A. Independent Contractor.** Contractor will perform all Work as an independent Contractor. 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 Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work.
- B. Not an Officer, Employee or Agent.** Contractor is not an "officer", "employee", or "agent" of the City, as those terms are used in ORS 30.265.
- C. Federal and State Taxes.** Contractor is responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Agreement and, unless Contractor is subject to backup withholding, City will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from City under this Agreement. Contractor 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 8. Subcontracting. Except for those subcontracts identified in Exhibit A, Contractor'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. Any subcontract will not relieve Contractor of any of its duties or obligations under this Agreement. All subcontracts for services must be issued under written agreements that include all provisions required under Oregon Public Contracting law. Upon request by the City, Contractor must provide City a copy of all agreements with subcontractors who are performing work under this Agreement.

Section 9. Agreement Price.

- A. Hourly Rate.** City agrees to pay Consultant on an hourly basis for actual hours worked on this project. The hourly rate is shown on Exhibit B, which is attached hereto and incorporated into this Agreement as if fully set forth.
- B. Maximum Fee.** City agrees to pay Consultant the not to exceed price of \$675,382, which is inclusive of all hours necessary to complete the Work

Section 10. City Funds for Payment. (Check One Below)

- City certifies that it has sufficient funds currently authorized to finance the full costs of this Agreement.
- Contractor 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 11. Payment Process.

- A. Invoices.** Contractor 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 Contractor 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 Contractor and itemized on Contractor's invoice for services.
- C. Payment for Services.** City will pay Contractor 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 12. Contractor's Representations.

- A.** In order to induce City to enter into this Agreement, Contractor makes the following representations and warranties:
 - (i) Contractor has the power and authority to enter into and perform his Agreement;
 - (ii) This Agreement, when executed and delivered, is a valid and binding obligation of Contractor enforceable in accordance with its terms;
 - (iii) Contractor has examined and carefully studied all Contract Documents and the other related data identified in the Contract Documents;
 - (iv) Contractor has become familiar with all conditions that may affect cost, progress, and performance of the Work;
 - (v) Contractor has the skill and knowledge possessed by well informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession;
 - (vi) Contractor must, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
 - (vii) Contractor prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.
- B. Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

Section 13. Suspension of Work. The City may suspend work by causing a written "stop work order" to be sent to Contractor as provided in the notice provisions of this Agreement and documenting the reasons for stopping the work. Contractor must stop all work upon receiving the "stop work order."

Section 14. 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 Contractor 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**
Name, Title, Address, Phone, Email

2. Contractor's Project Manager
Name, Title, Address, Phone, Email

Section 15. City's Obligations. In addition to obligations of City described in other parts of the Agreement Documents, City is responsible for providing the following:

- A. Timely Response.** City will respond in a timely manner to all properly submitted requests from Contractor.
- B. Cooperation.** City will cooperate with Contractor to promptly review, comment on and approve all proposals and work that comply with the requirements of this Agreement.

Section 16. 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 17. 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 18. 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 19. Merger Clause; Waiver. This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement will bind the parties unless in writing and signed by both parties and all necessary City approvals have been obtained. Such waiver, consent, modification or change, if made, is effective only in the specific instance and for the specific purpose given.

Section 20. 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 21. Ownership of Intellectual Property.

- A. Original Works.** All Work Product created by Contractor 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 Contractor agree that such original works of authorship are "work made for hire" of which City is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to the Work is not "work made for hire," Contractor 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, Contractor will execute such further documents and instruments necessary to fully vest such rights in City. Contractor forever waives any and all rights relating to original Work Product created pursuant to the Work, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. In the event that Work Product created by Contractor under this Agreement is a derivative work based on Contractor Intellectual Property, or is a compilation that includes Contractor Intellectual Property, Contractor hereby grants to City an irrevocable, non exclusive, perpetual, royalty free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre existing elements of the Contractor Intellectual Property employed in the Work Product, and to authorize others to do the same on City's behalf. In the event that Work Product created by Contractor under this Agreement is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Contractor shall secure on the City's behalf and in the name of the City an irrevocable, non exclusive, perpetual, royalty free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre existing elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on City's behalf. If the Work Product is the property of the Contractor-Architect, by execution of this Agreement, the Contractor-Architect grants to City an exclusive and irrevocable license to use the Work Product.
- B. Contractor Intellectual Property.** All pre-existing trademarks, service marks, patents, copyrights, trade secrets, and other propriety rights of Contractor are and will remain the exclusive property of Contractor. Notwithstanding the foregoing, Contractor 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 Contractor 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, Contractor shall secure on the City's behalf and in the name of the City, an irrevocable, non exclusive, 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 22. Records Maintenance; Access. Contractor 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 Contractor's performance, for a minimum of three (3) years following 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 23. No Third-Party Beneficiaries. There are no intended third-party beneficiaries to this Agreement. Contractor 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 24. Nondiscrimination; Compliance with Applicable Law. Contractor 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. Contractor 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 25. Public Contracting Requirements. Contractor 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 Contractor's compliance.

Section 26. Certification of Compliance with Tax Laws. As required by ORS 279B.110(2)(e), Contractor represents and warrants that Contractor 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"). Contractor further covenants to continue to comply with the Tax Laws during the term of this Agreement and Contractor 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 27. Registered in Oregon and City of Tualatin. If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor 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. Contractor must demonstrate its legal capacity to perform the Work under this Agreement in the State of Oregon prior to entering into this Agreement. Contractor must have or acquire a City business license prior to executing this Agreement.

Section 28. Use of Recycled Products. Contractor 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 29. Force Majeure. Neither City nor Contractor 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 Contractor, respectively. Contractor must make all reasonable efforts to remove or eliminate such a cause of delay or default and must diligently pursue performance of its obligations under this Contract.

Section 30. 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 31. Joint and Several Liability. In the event Contractor includes more than one person or entity, all such persons or entities will be jointly and severally liable for all conditions herein.

Section 32. Indemnification.

- A. General Indemnity.** Contractor 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 Contractor or its officers, employees, subcontractors, or agents under this Agreement.

Notwithstanding the foregoing, Contractor's indemnity and defense obligations arising out of professional errors and omissions is provided to the extent caused by Contractor's negligent acts, errors, or omissions.

- B. Control of Defense and Settlement.** Contractor will have control of the defense and settlement of any claim that is subject to this Section; however, neither Contractor nor any attorney engaged by Contractor will defend the claim in the name of the City, nor purport to act as legal representative of the City or any of its officers, employees, or agents without first receiving from the City, in a form and manner determined appropriate by the City, authority to act as legal counsel for the City, nor will Contractor settle any claim on behalf of the City without the approval of the City. The City may, at its election and expense, assume its own defense and settlement in the event that the City determines that the Contractor is prohibited from defending the City, or is not adequately defending the City's interests, or that an important governmental principle is at issue and the City desires to assume its own defense.

Section 33. Insurance. Contractor 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 and certified as a true copy by an authorized representative of the issuing company or a certificate in a form satisfactory to City certifying to the issuance of such insurance, must be furnished to City. Unless specifically set forth on Exhibit A, insurance and related costs must be borne by Contractor. All policies must be written on an "occurrence basis, "except for Contractor's Professional Liability Insurance which may be written on a "claims made" basis, and maintained in full force for not less than three (3) years following Contractor's performance under this Agreement. All policies must provide for not less than 30 days' written notice to City before they may be revised, non-renewed, canceled, or coverage reduced. Excepting professional liability and worker's compensation coverage, all policies must provide an endorsement naming the City, its officers, employees, and agents as additional insureds. 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 Contractor to proceed with work; pay an insurance carrier (either Contractor's or a substitute) the premium amount and withhold the amount from payment to Contractor; 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 Contractor or of any of its employees, 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. Contractor will be responsible for any deductible amounts payable under all policies of insurance.
- E. Workers Compensation.** Contractor, 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 34. Default; Remedies; Termination.

- A. Default by Contractor.** Contractor is in default under this Agreement if Contractor 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 Contractor'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 Contractor's Default.** In the event Contractor 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 Contractor 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 Contractor was not in default, then Contractor 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 Contractor any amount pursuant to the terms of this Agreement, and City fails to cure such failure within thirty (30) calendar days after Contractor's notice or such longer period as Contractor 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 Contractor's notice or such longer period as Contractor may specify in such notice.

D. Contractor'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 Contractor elects to exercise its right to terminate the Agreement, Contractor'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 Contractor. In no event will City be liable to Contractor for any expenses related to termination of this Agreement or for any anticipated profits. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor 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 Contractor;
- (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) Immediately upon written notice by City to Contractor if Contractor is in default of this Agreement.

F. Termination by Contractor. Contractor 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 Contractor any amount pursuant to the terms of this Agreement, and City fails to cure such failure within thirty (30) calendar days after Contractor's notice of the failure to pay or such longer period as Contractor 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 Contractor's notice or such longer period as Contractor may specify in such notice.

G. Return of Property upon Termination. Upon termination of this Agreement for any reason whatsoever, Contractor 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 Contractor 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, Contractor must immediately cease all activities under this Agreement, unless City expressly directs otherwise in such notice of termination. Upon City's request, Contractor 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 Contractor's breach without the requirement that City first terminate this Agreement.

Section 35. Dispute Resolution.

- A. Process.** If Contractor is not in agreement with a decision of the City under this Agreement, Contractor must comply with the following process:
- (i) Contractor must file a written notice of appeal with the City's Project Manager within fifteen (15) days following receipt of the City's written decision.
 - (ii) The City's Project Manager will have sixty (60) days for review of the appeal prior to presenting a decision to Contractor. During the sixty (60) day period, the City's Project Manager will appoint a three-person management team as the authorized review panel. The review panel may call on the resources appropriate to evaluate the merit of the appeal. This may include; but not be limited to, City's attorney, Contractor, and any employee of City.
 - (iii) Prior to the end of the sixty (60) day review period, the City's Project Manager will issue a written decision to Contractor. If Contractor is agreeable with this decision, a Change Order will be processed consistent with the decision.
 - (iv) If Contractor is in disagreement with the City's Project Manager's decision, Contractor may seek review of the decision by the City's Public Works Director, or designee, by filing a request for review within 10 days of the City's Project Manager's written decision.
 - (v) The City's Public Works Director will have 14 days to review the request and make a decision. If Contractor is agreeable with the City's Public Works Director, a Change Order will be processed consistent with the decision.
- B. Exhaustion of Remedies.** If Contractor is not in agreement with the written decision of Public Works Director, Contractor will only then be entitled to initiate legal action as the prescribed administrative remedies have been exhausted.
- C. Complaint.** Any claim that cannot be resolved between the parties as set forth in this Section 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 36. 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 37. 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 38. 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 Contractor 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. Contractor, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

Section 39. Authority to Bind. City and Contractor 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 Contractor, 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.

AGREED AND ENTERED this 7th day of May, 2019.

Scott | Edwards Architecture
(Contractor)

By 
Sid Scott

Title Principal

Address 2525 E Burnside
Portland, OR 97214

Telephone 503-226-3617

93-1255267
Contractor's Federal ID Number

By _____
Sherilyn Lombos, City Manager

18880 SW Martinazzi Ave.
Tualatin, Oregon 97062
Telephone _____

APPROVED AS TO LEGAL FORM

Sean Brady, City Attorney

RESOLUTION NO. 5437-19

A RESOLUTION AWARDED THE CONTRACT FOR ARCHITECTURAL / DESIGN SERVICES FOR THE TUALATIN SERVICE CENTER TO SCOTT | EDWARDS ARCHITECTURE.

WHEREAS, the project was advertised in the Daily Journal of Commerce on March 22nd and 25th, 2019;

WHEREAS, five (5) bids were received prior to the close of the bid period on April 12th, 2019;

WHEREAS, Scott | Edwards Architecture was selected through an evaluation and interview process. Scott | Edwards Architecture provided a bid for services in the amount of \$675,382; and

WHEREAS, Architectural/Design Services will be funded from the Tualatin Service Center Fund.

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

Section 1. The contract is awarded to Scott | Edwards Architecture.

Section 2. The City Manager is authorized to execute a contract with Scott | Edwards Architecture in the amount of \$675,382.

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 this _____ day of May, 2019.

CITY OF TUALATIN, OREGON

BY _____
Mayor

APPROVED AS TO FORM

ATTEST:

BY _____
City Attorney

BY _____
City Recorder

City Council Meeting

Meeting Date: 05/13/2019

SPECIAL Metro Presentation

REPORTS:

Submitted For: Sherilyn Lombos, City Manager

SPECIAL REPORTS

Update from Metro Councilor Craig Dirksen

PowerPoint



Metro



Metro Update

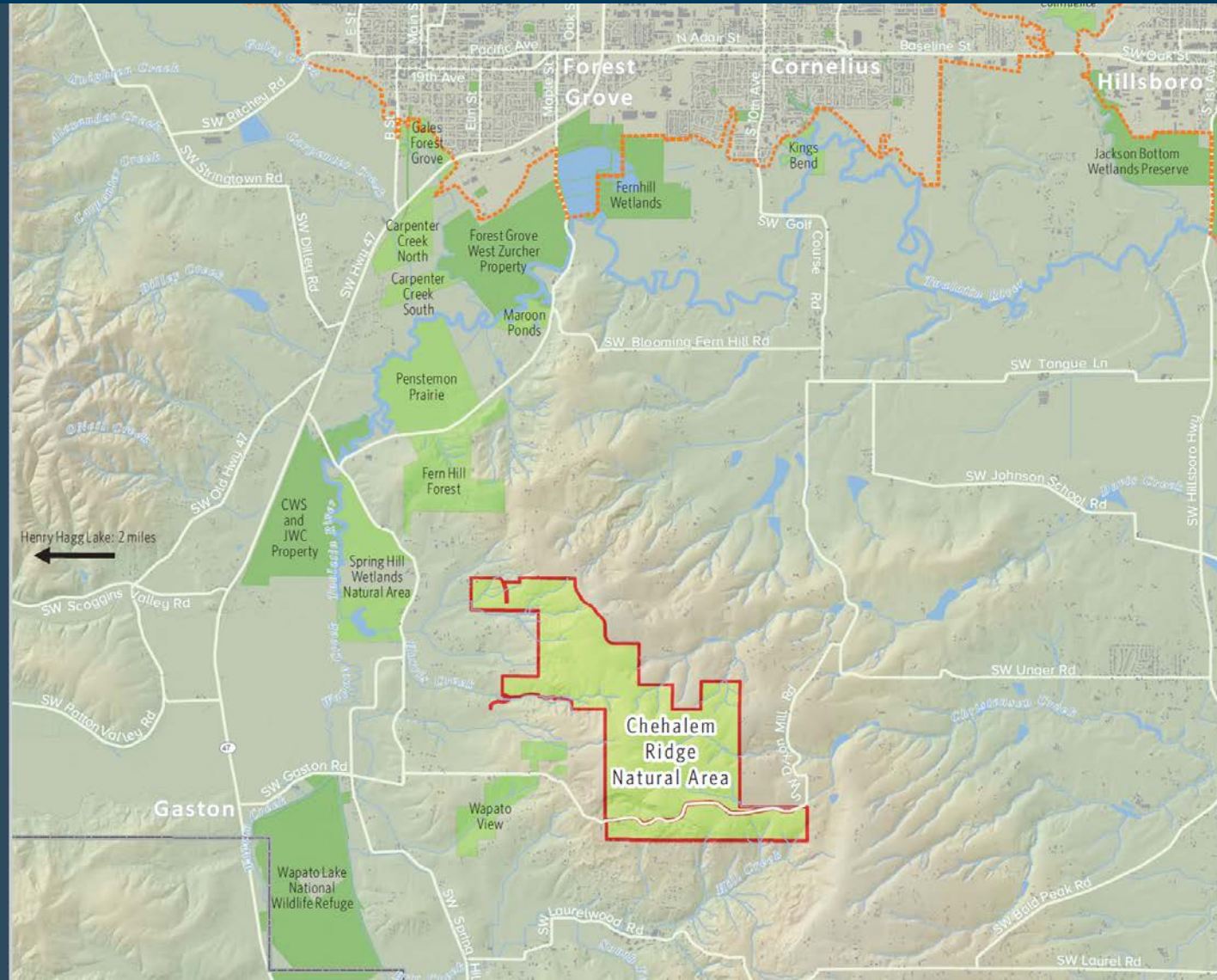
Tualatin City Council • Councilor Dirksen • May 13, 2019

New faces

Three new councilors!



Chehalem Ridge



Parks and Nature

The future of parks
funding



Maintain tax
rate

Put people first

Advance
racial equity

Prepare for
climate change



Metro



\$450-\$475
million across
six areas:

1. Protect and restore land
2. Take care of Metro parks
3. Award community grants
4. Support local projects
5. Create trails for walking and biking
6. Advance large-scale community visions



Metro



Moving forward

Engagement



Final
package



Council
referral



Refinement
After election



Garbage and recycling

- Food scraps
- Recycling
- 2030 Regional Waste Plan approved



Transportation

- A poll of the voters of the region
- People want solutions – that work for everyone
- Transportation Task Force convened



Affordable housing

- Committee appointed
- Bonds issued
- 2 phase one projects approved



Oregon Convention Center

Convention Center upgrades and hotel construction moving ahead.



Portland's 5 Centers for the Arts

Portland's 5 has a showcase of upcoming events to celebrate heritage, history, culture and faith.



Oregon Zoo

The Oregon Zoo has accessible rates on Second Tuesdays, monthly pub talks, the Rabbit Romp and Endangered Species Day coming up.



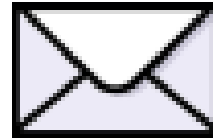
Your questions

Craig Dirksen

Metro Councilor, District 3

503-797-1549

craig.dirksen@oregonmetro.gov



www.oregonmetro.gov/connect



Arts and conference centers

Garbage and recycling

Land and transportation

Oregon Zoo

Parks and nature

oregonmetro.gov

City Council Meeting

Meeting Date: 05/13/2019

SPECIAL REPORTS: Recap and Update from Washington D.C. Advocacy Trip

Submitted For: Sherilyn Lombos, City Manager

SPECIAL REPORTS

Recap and Update from Washington D.C. Advocacy Trip

PowerPoint

Trip Notes

CDBG Flyer

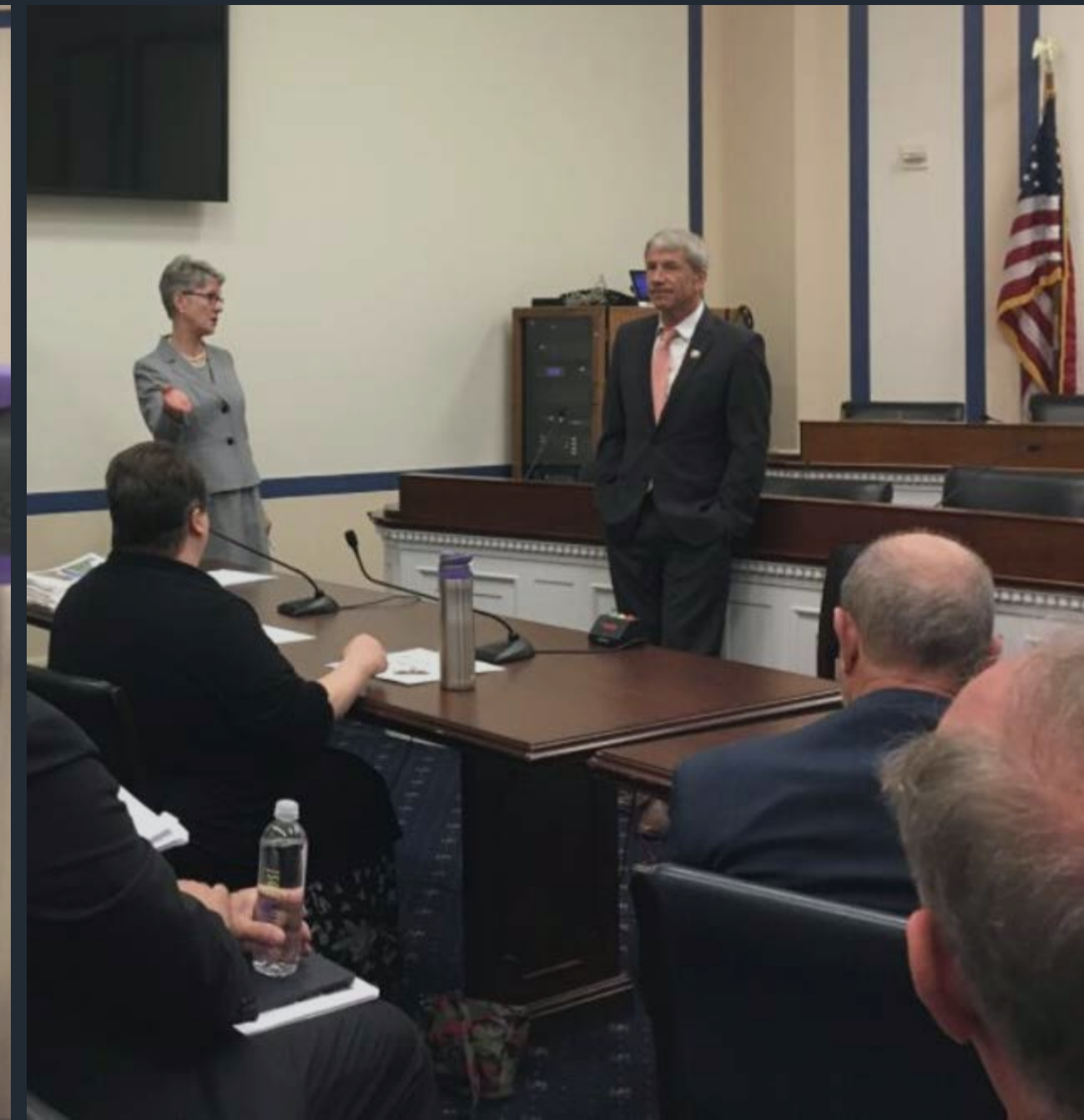


JOELLE DAVIS, COUNCIL PRESIDENT
GARET PRIOR, MANAGEMENT ANALYST II

JPACT DC TRIP 20 19

Tualatin City Council
May 13, 2019

Oregon representatives



Oregon representatives



Federal staff and officials



Major Takeaway #1

HOUSING

Bi-partisan support for Community Development Block Grant (CDBG), but Housing and Urban Development is looking to help combine CDBG with other federal programs (Section 108, Safe Routes to School, etc.). Tualatin's CDBG flyer and fact that the Pohl Center serves 36,000 in a city of 27,000 was well received.

Major Takeaway #2

ONE OREGON

Oregon representatives see the state as one unit.

Transportation investment in urban areas helps the rural economy by allowing for greater access to jobs, homes, and markets (port and airport). In applying for federal grants, get letters of support from rural areas.

Major Takeaway #3

OPPORTUNITY

Uniquely positioned with Representative DeFasio (House Transportation) and Senator Wyden (Senate Finance). Fate of additional funding will most likely be determined in the next few months. All of our representatives understand the regional needs, but without new funding, projects such as the Abernathy Bridge/205 and Southwest Corridor, will be in a highly competitive process.

Major Takeaway #4

US CENSUS

2020 Census is a major opportunity for Oregon and could result in an additional Congressional seat. Representative Bonamici strongly recommends that we join in on the Complete Count preparation effort. Cornelius and Forest Grove are local examples.

Comments or Questions

Tualatin City Council
May 13, 2019

JPACT and Washington County trip to DC

April 30 to May 2, 2019

Tualatin representatives: Council President, Joelle Davis, and Management Analyst II, Garet Prior

Takeaways:

1. Bi-partisan support for Community Development Block Grant (CDBG), but Housing and Urban Development is looking to help combine CDBG with other federal programs (Section 108, Safe Routes to School, etc.). Tualatin's CDBG flyer and fact that Pohl Center serves 36,000 in a city of 27,000 was well received.
2. Oregon representatives see the state as one unit. Transportation investment in urban areas helps the rural economy by allowing for greater access to jobs, homes, and markets (port and airport). In applying for federal grants, get letters of support from rural areas.
3. Oregon is uniquely positioned to influence the national infrastructure and transportation funding conversation. Representative DeFasio (House Transportation) and Senator Wyden (Senate Finance) were at the Trump and Democrats meeting that ended with a vocal commitment to \$2 trillion in infrastructure funding. The fate of additional funding will most likely be determined in the next few months. All of our representatives understand the regional needs, but without new funding, projects such as the Abernathy Bridge/205 and Southwest Corridor, will be in a highly competitive process.
4. The 2020 Census is a major opportunity for Oregon and could result in an additional Congressional seat. Representative Bonamici strongly recommends that we join in on the [Complete Count](#) preparation effort. Cornelius and Forest Grove are local examples.

Notes:

Tuesday (Washington County contingent)

Housing and Urban Development (HUD)

- 108, SNAPs, and other programs
- Great examples from other Washington County cities about CDBG helping central gathering places (e.g. mix-use building in Cornelius)
- HUD asked about corporate partnerships – Intel Foundation pays workers for community service hours
- HUD referenced combining federal programs – SRTS and CDBG in East Wenatchee, Washington
- New Section 3 HUD rule – Low and Moderate Income workers not counted by total jobs but total hours – looking to get comments from localities
- Section 108 – 20-year loan with fixed interest rate - \$10M capacity in Washington County – people have used for property acquisition or preparation – not used in Washington County
- HUD proposed question about combining with Opportunity Zones

Senator Merkley

- Units of demand and supply housing numbers needed for Portland metro
- SROs (single room occupancy) – do regulations allow? – he lived in one as a young professional
- Look at whole range of options – emergency need to transitional housing

Representative Walden

- Ranking committee member on energy
- Cascade locks bridge – bike, pedestrian, and safety
- Understands connection of state – improvements in Portland help move goods to market

Senator Wyden

- Need to make federal system (Section 8, LIHTC, CDBG, etc.) easier to combine – shouldn't take a genius
- LIHTC, 50% increase proposed in bill?

Wednesday (JPACT contingent)

Representative DeFasio

- Not earmarks, congressionally designated spending
- \$2 trillion infrastructure – roads, bridges, transit, airports, harbors, wastewater, broadband, energy grid security, renewable energy, etc.
- Projects of national significance
- Transformative reauthorization for transportation – electric fleets, autonomous vehicles, climate resiliency, hydrogen-natural gas, electrification of infrastructure, and transit repair/maintenance
- ODOT's new director – opportunity to bring innovation and new ideas (e.g. use breakdown lanes on highway for travel during peak hours)
- Lift bridge for Columbia River crossing

Representative Schrader

- Highly supportive of Abernathy/205 project and Southwest Corridor light rail
- Energy sector (private) moving to electricity
- Need feedback on what is/is not working with autonomous vehicles, electrification of transportation, new technologies, etc.
- Priorities: rural broadband and all modes of transportation
- Thoughtful private-public partnerships
- Member of bi-partisan problem solvers group

Representative Blumenauer

- Progressive income tax will be tough politically to fund new infrastructure
- Industry behind raising gas tax
- Reconnect with voters
- Organize local input to get behind infrastructure funding
- Infrastructure: broadband, utilities (water and sewer), ports, dams, in addition to transportation
- Many examples from states working bi-partisan to fund transportation – South Carolina and Pennsylvania
- Priority: safety and efficiency
- Electrified future – get people to celebrate projects and gather advocates
- Don't ask whether people want more gas tax; ask what they want to see and what they are willing to sacrifice

House and Senate Appropriations Committee staff

- Members enter requests for spending and total spending projected announced from committee
- House – projecting 5-7% spending increase
- Senate – need agreement before projecting spending
- Priorities: safety, program oversight, and other range of priorities
- Capital Investment Grant (CIG) program – funds not being allocated by administrators
- Unbundle national policy on risk tolerance in federal transit funding
- DeFazio will take lead on transportation

Jeff Davis – Eno Transportation Weekly

- \$2 trillion is a lot of money to spend – current federal spending on infrastructure is around \$130 billion
- Highway trust fund reauthorization could be a more incremental step (funding goes away in 2020)
- 1 cent gas tax = \$1.8 billion annually but is diminishing
- Oregon first state to pass a gas tax (<https://www.enotrans.org/article/the-gas-tax-at-100-oregon-enacts-americas-first-ever-motor-fuel-tax-february-25-1919/>)
- Gas tax easy to collect at federal level – only about 2,000 individuals pay it - \$35 billion revenue – easy to collect at IRS
- User pay is almost impossible to implement at federal level
- If the Hudson River Tunnel gets federal transit dollars, not good news for others – major project that would take up large amount of available dollars

- States need to get federal approval for tolling because of law – all federally funded roads were originally free
- Total dollars for transportation is not the only problem – projects can only be constructed so fast – too many dollars could drive up construction costs and inflation

Representative Bonamici

- Understands the local priorities, especially Southwest Corridor light rail
- Electrification is not just fleet but infrastructure
- We need a good Census – possibility to get another representative from Oregon
- Complete Count – Cornelius and Forest Grove have efforts underway
- Upcoming listening sessions in district on housing

Senate Finance Committee staff

- Transit programs and banking committee
- Fix highway trust fund to be solvent
- Coordination with transportation networks companies (Lyft, Uber, etc.)
- Priority for safety
- Autonomous Vehicles – still working through policies at state-levels but federal government will have a role (see FTA research)
- Looking for new ways of investing in transit
- Hudson River Tunnel would be a massive project for New Starts - maybe there's a way to identify other funding

Senator Wyden

- Ranking Democrat on Senate Finance committee – involved in Trump and Democrats meeting
- Need input to federal officials to act on infrastructure
- Priority: transportation, balanced tax bill, and health care costs
- Biggest challenge will be to get Congress to act now or opportunity is lost until 2021
- Proving clean-up of tax breaks – green and clean

Senator Merkley

- Priority: health care, housing, education, and infrastructure
- Environment and public works is Senate's infrastructure committee
- Hard to see Republicans raising revenues or borrowing more
- Bill in Congress to allow to borrow against future savings in transitioning to electric infrastructure to pay for transition from fossil fuels

Thursday (JPACT contingent)

Ann Reinke – Department of Transportation (DOT) Intergovernmental Affairs

- BUILD grant decisions by November – technical review, political staff, secretary approval
- Rural area under 200,000 people
- \$885M available for INFRA grants - \$9B of requests received – announced this summer
- Interested in seeing new areas of US and past projects – new to DOT

- Full regional support or letters from rural areas for urban projects is helpful
- Public-private partnerships is helpful

Shera – BUILD grant staff

- \$900M this year to allocate, maximum 50% in urban areas
- New definitions for urban and rural areas
- Multiple factors for BUILD – did not say which ones would be weighted
- Usually \$5 million to \$25 million allocated per project
- Make the qualitative and quantitative case
- Show, not only tell

Dan – DOT capital construction

- Consolidated lending programs in DOT
- TIFIA for surface transportation – 3% fixed interest over 35 years
- RIFF program
- Added benefits for lending in rural areas
- Private activity bond funding would not trigger federal transportation regulatory requirements

Brandye Hendrickson – Federal Highway Administration

- Provide feedback on next transportation package
- Highway investment – highlight how this can be supportive of trans (example of TriMet and SMART busses being stuck on 205)
- New technology – see hyper loop
- Tolling and FTA approval – highlight public involvement process, driving behavior and revenue generation, equity and impact

Congress - Transportation and Infrastructure Committee staff

- Staff leads for transportation committee
- Options for funding: reauthorization or transportation bill or larger infrastructure package
- Recently met with a lot of the national transportation stakeholders
- First major hurdle is revenue, if achieved then conversation will move on how to allocate dollars
- Themes: workforce training (labor force), technology and innovation (smart, safe, and efficient), transparency and accountability, resiliency (climate and cyber), mobility, and jurisdiction
- How do we define resiliency?
- Protect affordable access to transportation
- Need to quantify impacts of resiliency if we want it to be considered a greater factor (e.g. opportunity cost of not investing and impact of Cascadia – cost to federal government)
- Congress is doing what they can to get DOT administrators to distribute already allocated CIG funding

11,000 health class participants and 19,000 meals served (2018)

**POHL CENTER
ADA AND HEALTH
2010-2011**

Serves over 36,000 people each year

**POHL CENTER
FIRE AND LIFE SAFETY
2013-2014**

3,100 residents, 60% Low-Moderate Income

**SAGERT STREET
PEDESTRIAN SAFETY
2017**

C D B G

We are thankful for CDBG's history in supporting active, healthy, and safe community gathering places in Tualatin.

tualatin.gov



City of Tualatin



STAFF REPORT

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Mike McCarthy, Principal Transportation Engineer
Jeff Fuchs, PE, Public Works Director and Bill Steele, Chief of Police

DATE: 05/13/2019

SUBJECT: Consideration of **Ordinance No. 1419-19** Relating to Parking; and Amending Tualatin Municipal Code 8-1-252 to Create a Residential Parking Zone on SW Chilkat Terrace

ISSUE BEFORE THE COUNCIL:

Consideration of **Ordinance No. 1419-19** relating to parking; and Amending Tualatin Municipal Code 8-1-252 to Create a Residential Parking Zone on SW Chilkat Terrace.

RECOMMENDATION:

Staff recommends Council consider the Ordinance.

EXECUTIVE SUMMARY:

Under Tualatin Municipal Code Chapter 8-1, the City Council is the authority to adopt parking regulations for City rights-of-way. Under TMC 8-1-252, the Council created Residential Parking Zones in order to reduce or prevent congestion and hazardous traffic conditions in certain residential areas and protect residents from unreasonable burdens in gaining access to their property.

Residents living near Tualatin High School testified at the April 8th City Council meeting about concerns they have about parking, access, safety, and congestion caused by students parking on SW Chilkat Terrace. In response, the Police department surveyed residences on Chikat to gauge whether the residents supported creating a Residential Parking Zone. Chief Steele reported 15 of the 18 residents surveyed were in favor of a Residential Parking Zone.

Concurrently, the Public Works Department prepared the attached signage plan showing how a Residential Parking Zone could be implemented on SW Chilkat Terrace if the Council chooses to create a Residential Parking Zone on Chilkat Terrace.

Ordinance No. 1419-19 if adopted would amend Tualatin Municipal Code 8-1-252 to create a Residential Parking Zone on SW Chilkat Terrace, northeast of SW Iowa Drive, between 8 a.m. and 2 p.m. on school days.

Attachments: Ord 1419-19 - Chilkat Terr Parking
Chilkat Terr Potential Signage Plan

ORDINANCE NO. 1419-19

AN ORDINANCE RELATING TO PARKING; AND AMENDING TUALATIN MUNICIPAL CODE 8-1-252 TO CREATE A RESIDENTIAL PARKING ZONE ON SW CHILKAT TERRACE.

WHEREAS, the Council has authority to adopt parking regulations for City rights-of-way;

WHEREAS, Residential Parking Zones reduce or prevent congestion and hazardous traffic conditions in certain residential areas, and protect residents from unreasonable burdens in gaining access to property; and

WHEREAS, there is a need to establish a Residential Parking Zone on SW Chilkat Terrace.

THE CITY OF TUALATIN ORDAINS AS FOLLOWS:

Section 1. Tualatin Municipal Code 8-1-252 Residential Parking Zones is amended as follows:

8-1-252 Residential Parking Zones.

(1) The City Council establishes the following residential parking zones for the purpose of prohibiting parking on public streets except by residential permit:

(a) School Day Zones. During school days between 8 a.m. and 2 p.m. in the following locations:

(i) Waterford Subdivision, which includes the following streets within the zone: SW 94th Terrace, SW 93rd Terrace, SW Palouse Lane, and SW Skokomish Lane; and

(ii) Moccasin Run Subdivision, which includes the following streets within the zone: SW Ibach Court; and

(iii) SW Alabama Street, east of SW Chilkat Terrace and west of SW Boones Ferry Road; and

(iv) SW Chilkat Terrace, northeast of SW Iowa Drive.

(b) General Residential Zones. During all hours of every day, the area bounded on the north by SW Hazelbrook Road, on the south by Tualatin Road, on the east by SW 112th Avenue, and on the west by SW 115th Avenue, which includes the following streets within the zone:

(i) SW 115th Avenue, between Tualatin Road and Hazelbrook Road;

(ii) the south side of SW Hazelbrook Road, east of SW 115th Avenue and west of Hazelbrook Middle School Property;

(iii) SW Elmers Court, east of SW 115th Avenue;

(iv) SW Roberts Court, east of SW 115th Avenue; and

(v) SW Kalispell Street, east of SW 115th Avenue and west of SW 112th Avenue.

(2) Only those vehicles displaying a valid parking permit may park within the particular zone established in subsection (1) of this section. Persons who reside within the parking zone may obtain a permit for that zone from the City Manager under subsection (3) of this section.

(3) The City Manager shall establish procedures and standards for the issuance of permanent and temporary permits that will allow residents and their guests to park their vehicles within residential parking zones during the restricted hours. At a minimum, the City Manager shall establish rules that establish the criteria for issuance, surrender and revocation of permits, evidence of proof of residence and vehicle ownership, terms of the permit, standards for display of the permit, and allow for the issuance of temporary permits to residents for the parking of nonresident vehicles for temporary periods upon a showing of reasonable need for such permits.

(4) The City Manager shall cause official signs for residential parking zones to be installed and maintained. The signs shall clearly identify the parking restrictions for nonresidents and the exception to those restrictions for permit holders within the residential parking zones.

(5) It is unlawful and a violation for any person to sell, transfer, purchase, or otherwise acquire for value any permit issued by the City of Tualatin. Notwithstanding TMC 8-1-360 and in addition to any criminal penalties that may apply, a violation of this subsection is punishable by a fine of not less than \$500.

ADOPTED by the City Council this ____ day of May, 2019.

CITY OF TUALATIN, OREGON

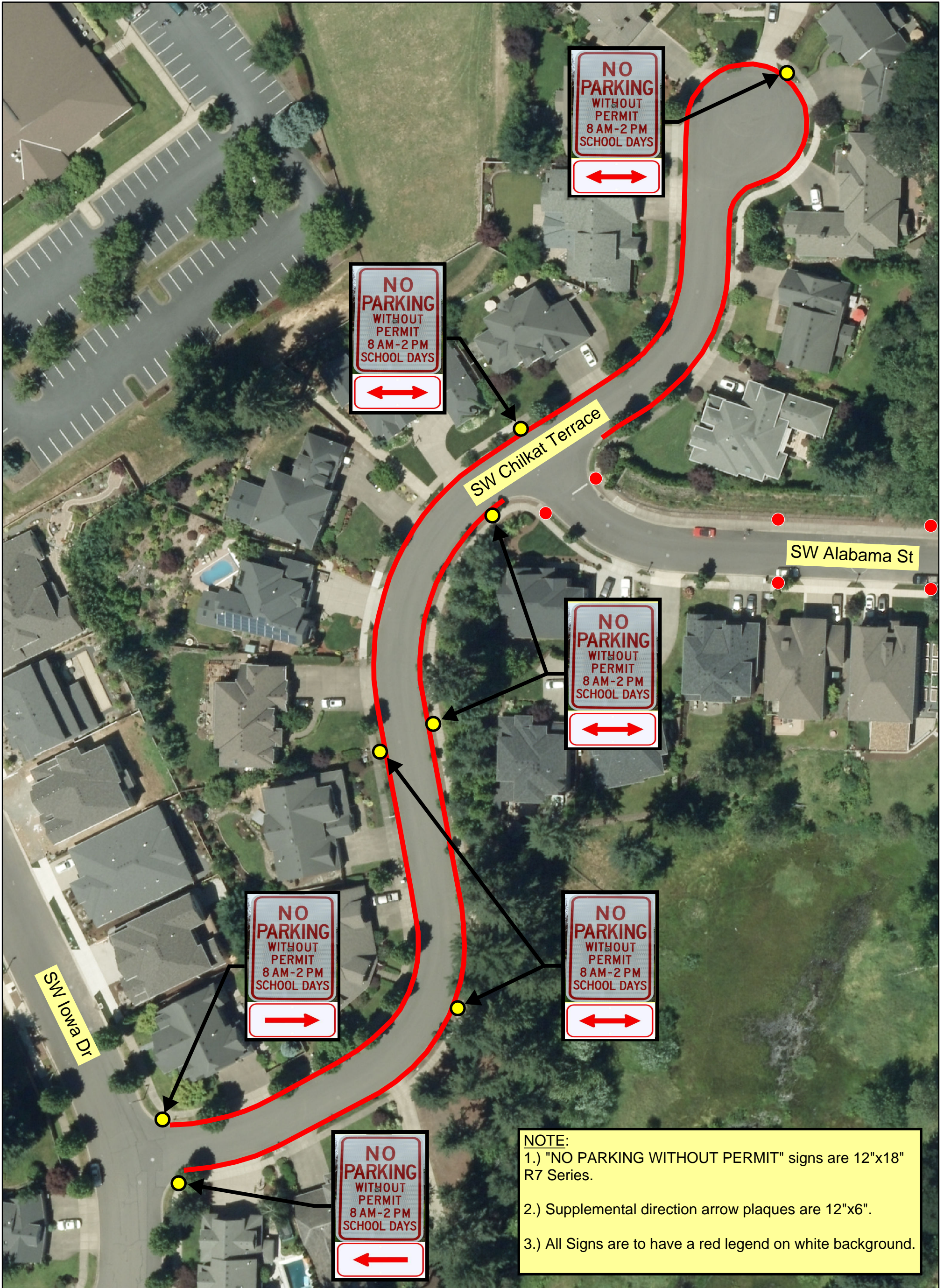
BY _____
Mayor

APPROVED AS TO FORM

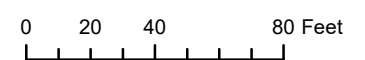
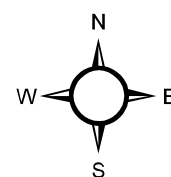
ATTEST

BY _____
City Attorney

BY _____
City Recorder



- Limits of Proposed Permit Parking Zone
- Proposed Sign "No Parking Without Permit 8am-2pm School Days"
- Existing Permit Parking Zone Sign



This map is derived from various digital database sources. While an attempt has been made to provide an accurate map, the City of Tualatin, OR assumes no responsibility or liability for any errors or omissions in the information. This map is provided "as is". -TualGIS 4/16/2019



STAFF REPORT

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Richard Mueller, Parks and Recreation Manager
Ross Hoover, Parks and Recreation Director

DATE: 05/13/2019

SUBJECT: Consideration of **Resolution No. 5435-19** Establishing the Parks System Development Charges for the City of Tualatin

ISSUE BEFORE THE COUNCIL:

Council consideration of Resolution No. 5435-19, establishing the Parks System Development Charges for the City of Tualatin.

RECOMMENDATION:

Staff recommends that Council adopt Resolution No. 5435-19, establishing Parks System Development Charges (SDC); repealing and replacing the existing Park SDC charge schedule.

EXECUTIVE SUMMARY:

Ordinance No. 1415-18 relating to a new Parks SDC Methodology was adopted by Council on January 14, 2019. This ordinance did not set rates and Council directed staff to return to Council for rate setting in spring of 2019.

When Council adopted the Park SDC Methodology Ordinance No. 1415-18, Section 6 continued the current Parks SDC rates unchanged, subject to current indexing, until July 1, 2019. The new Park SDC rates will be effective July 1, 2019.

At the Budget Work Session on April 15, 2019 there was a consensus from Council for staff to return with data for sixty percent of the maximum allowable rate, for Council consideration. The Parks SDC rates discounted at 60% of the maximum allowable rate is as follows:

<u>Development Category</u>	<u>Parks SDC</u>
Residential	
Single-Family	\$9,245 per dwelling unit
Multi-Family	\$6,892 per dwelling unit
Nonresidential	
Industrial/Manufacturing	\$2.33 per square foot
Warehousing	\$0.59 per square foot
Retail/Restaurant/Hospitality	\$2.27 per square foot

Office

\$1.88 per square foot

The attached Park SDC Presentation summarizes the rates, along with information for other SDC charges and development costs, with comparisons from other Cities.

The Parks & Recreation Master Plan Project Advisory Committee and Park Advisory Committee recommended that Council adopt the Park System Development Charges including nonresidential rates.

Attachments: Resolution No. 5435-19
 Presentation

RESOLUTION NO. 5435-19

A RESOLUTION ESTABLISHING THE PARKS SYSTEM DEVELOPMENT CHARGES FOR THE CITY OF TUALATIN.

WHEREAS, on or about June 24, 1991, the City adopted Ordinance No. 833-91 to adopt a Parks System Development Charge Methodology and create a Parks System Development Charge Ordinance, as amended by Ordinance No. 1154-04 (Tualatin Municipal Code Chapter 2-6);

WHEREAS, the Council complied with ORS Chapter 223 and held a duly noticed Public Hearing on December 10, 2018, to consider this ordinance and the changes to the Parks System Development Charge Methodology;

WHEREAS, on January 14, 2019, the Council enacted Ordinance No. 1415-18, which amended TMC Chapter 2-6, and adopted a new Parks System Development Charge Methodology;

WHEREAS, Ordinance No. 1415-18 adopted the Parks System Development Charge Methodology entitled "Park System Development Charge Methodology," for the City of Tualatin, as prepared by Community Attributes Inc., and it establishes the methodology and analysis for the determination of the impact of new development on the need and costs for additional parkland and related improvements;

WHEREAS, Ordinance No. 1415-18 established the maximum amount of Parks System Development Charges that can be assessed under the methodology;

WHEREAS, after due consideration, the Council determined funding Park improvements must be balanced with economic impacts, and the Parks System Development fees should be discounted such that they are set at 60% of the maximum rate;

WHEREAS, under TMC 2-6 and Ordinance No. 1415-18, the Council is to adopt the Parks System Development Charge by resolution; and

WHEREAS, the Council may reevaluate the Parks System Development fees at any time the Council deems appropriate.

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

Section 1. The Council establishes the Parks System Development Charge as follows:

**DEVELOPMENT
CATEGORY**

PARKS SYSTEM DEVELOPMENT CHARGE

Residential

Single-Family

Multi-Family

\$9,245 per dwelling unit

\$6,892 per dwelling unit

Nonresidential

Industrial/Manufacturing	\$2.33 per square foot
Warehousing	\$0.59 per square foot
Retail/Restaurant/Hospitality	\$2.27 per square foot
Office	\$1.88 per square foot

Section 2. The existing Parks System Development Charge schedule is repealed and replaced with the schedule set forth in Section 1.

Section 3. The Parks System Development Charge set forth in Section 1 will be annually indexed according to TMC 2-6-085.

Section 4. This resolution is effective July 1, 2019.

INTRODUCED AND ADOPTED by the City Council this 13th day of May, 2019.

CITY OF TUALATIN, OREGON

BY _____
Mayor

APPROVED AS TO FORM

ATTEST:

BY _____
City Attorney

BY _____
City Recorder

Parks System Development Charges Rate Discussion



COMPARISONS OF NEIGHBORING COMMUNITIES

Current Rates



	System Development Charges ¹	Other Fees ²	Parks SDC	City Property Taxes	Total ³
Tualatin	\$783,815	\$121,302	TBD	\$16,156	\$905,117
Beaverton	\$814,522	\$134,209	\$88,000	\$30,084	\$1,036,731
Wilsonville	\$849,088	\$148,237	\$46,240	\$18,132	\$1,043,565
Sherwood	\$911,652	\$156,084	\$17,801	\$23,505	\$1,085,537
Hillsboro	\$805,577	\$125,413	\$216,432	\$26,135	\$1,147,422
Tigard	\$1,182,457	\$168,336	\$108,216	\$17,913	\$1,459,009

80,000 Sq Ft Office Building
Building Value = \$10,915,840

Source: Mackenzie Fee Comparison Report and City Community Development Department

¹ Transportation, Stormwater, Sewer, Water

² Other Fees includes Land Use Review, Building Permit Fees and Engineering Plan Review Fees

³ Not including City Property Taxes



	System Development Charges ¹	Other Fees ²	Parks SDC	City Property Taxes	Total ³
Tualatin	\$1,449,063	\$74,735	TBD	\$6,919	\$1,523,798
Hillsboro	\$1,470,825	\$75,822	\$106,713	\$11,193	\$1,653,360
Beaverton	\$1,553,796	\$147,958	\$28,519	\$12,884	\$1,730,273
Sherwood	\$1,882,548	\$89,781	\$8,759	\$10,067	\$1,981,088
Tigard	\$1,958,187	\$99,169	\$53,106	\$7,672	\$2,110,463
Wilsonville	\$3,325,609	\$86,388	\$14,450	\$7,766	\$3,426,447

50,000 Sq Ft Retail Building
Building Value = \$4,675,000

Source: Mackenzie Fee Comparison Report and City Community Development Department

¹ Transportation, Stormwater, Sewer, Water

² Other Fees includes Land Use Review, Building Permit Fees and Engineering Plan Review Fees

³ Not including City Property Taxes



	System Development Charges ¹	Other Fees ²	Parks SDC	City Property Taxes	Total ³
Tualatin	\$998,647	\$133,535	TBD	\$18,073	\$1,132,182
Hillsboro	\$1,020,949	\$136,370	\$60,120	\$29,236	\$1,217,439
Beaverton	\$1,210,120	\$147,115	\$3,850	\$33,654	\$1,361,084
Sherwood	Not included				
Wilsonville	\$1,287,363	\$166,888	\$87,800	\$20,284	\$1,542,051
Tigard	\$1,376,590	\$189,244	\$30,561	\$20,039	\$1,596,395

200,000 Sq Ft Warehouse
Building Value = \$12,211,200

Source: Mackenzie Fee Comparison Report and City Community Development Department

¹ Transportation, Stormwater, Sewer, Water

² Other Fees includes Land Use Review, Building Permit Fees and Engineering Plan Review Fees

³ Not including City Property Taxes



	System Development Charges ¹	Excise Taxes ²	Parks SDC	City Property Taxes	Total ³
Tualatin	\$19,469	\$3,043	\$5,565	\$515	\$28,077
Wilsonville	\$21,695	\$2,760	\$5,825	\$606	\$30,280
Hillsboro	\$25,905	\$3,043	\$5,288	\$833	\$33,426
Sherwood	\$23,095	\$2,963	\$7,921	\$750	\$33,979
Beaverton	\$22,356	\$3,043	\$11,545	\$959	\$36,944
Tigard	\$30,549	\$3,043	\$13,672	\$571	\$47,264

2,000 Sq Ft Single-Family House
Building Value = \$369,000

Source: Mackenzie Fee Comparison Report and City Community Development Department

¹ Transportation, Stormwater, Sewer, Water

² School District, Metro and City Construction Excise Taxes

³ Not including City Property Taxes



	System Development Charges ¹	Excise Taxes ²	Parks SDC	City Property Taxes	Total ³
Tualatin	\$161,010	\$17,400	\$66,780	\$1,197	\$245,190
Hillsboro	\$183,855	\$17,400	\$63,456	\$1,936	\$264,711
Sherwood	\$190,014	\$16,920	\$71,338	\$1,741	\$278,272
Wilsonville	Not included				
Tigard	\$219,186	\$17,400	\$71,292	\$1,327	\$307,878
Beaverton	\$180,084	\$17,400	\$110,568	\$2,228	\$308,052

12,000 Sq Ft, 12-unit, Multi-Family Housing Complex
Building Value = \$1,500,000

Source: Mackenzie Fee Comparison Report and City Community Development Department

¹ Transportation, Stormwater, Sewer, Water

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Residential	Maximum Allowable Rate	50% of Maximum Rate	60% of Maximum Rate
Single Family	\$15,409	\$7,705	\$9,245
Multi Family	\$11,486	\$5,743	\$6,892
Nonresidential	Maximum Allowable Rate	50% of Maximum Rate	60% of Maximum Rate
Industrial/ Manufacture	\$3.88	\$1.94	\$2.33
Warehousing	\$0.98	\$0.49	\$0.59
Retail	\$3.79	\$1.90	\$2.27
Office	\$3.13	\$1.57	\$1.88

Sources: SIC Codes, NAICS Association, Oregon Employment Data, Metro 2035 Population & Employment Forecasts, Metro Housing Forecast, Park SDC Methodology, City Concept Plans



COMPARISONS USING
60% OF
MAXIMUM ALLOWABLE RATE



	System Development Charges ¹	Other Fees ²	Park SDC	City Property Taxes	Total ³
Beaverton	\$814,522	\$134,209	\$88,000	\$30,084	\$1,036,731
Wilsonville	\$849,088	\$148,237	\$46,240	\$18,132	\$1,043,565
Tualatin	\$783,815	\$121,302	\$150,400*	\$16,156	\$1,055,517
Sherwood	\$911,652	\$156,084	\$17,801	\$23,505	\$1,085,537
Hillsboro	\$805,577	\$125,413	\$216,432	\$26,135	\$1,147,422
Tigard	\$1,182,457	\$168,336	\$108,216	\$17,913	\$1,459,009

80,000 Sq Ft Office Building
Building Value = \$10,915,840

*60% of Maximum Allowable Rate

Source: Mackenzie Fee Comparison Report and City Community Development Department

¹ Transportation, Stormwater, Sewer, Water

² Other Fees includes Land Use Review, Building Permit Fees and Engineering Plan Review Fees

³ Not including City Property Taxes



	System Development Charges ¹	Other Fees ²	Parks SDC	City Property Taxes	Total ³
Tualatin	\$1,449,063	\$74,735	\$113,500*	\$6,919	\$1,637,298
Hillsboro	\$1,470,825	\$75,822	\$106,713	\$11,193	\$1,653,360
Beaverton	\$1,553,796	\$147,958	\$28,519	\$12,884	\$1,730,273
Sherwood	\$1,882,548	\$89,781	\$8,759	\$10,067	\$1,981,088
Tigard	\$1,958,187	\$99,169	\$53,106	\$7,672	\$2,110,463
Wilsonville	\$3,325,609	\$86,388	\$14,450	\$7,766	\$3,426,447

50,000 Sq Ft Retail Building
Building Value = \$4,675,000

*60% of Maximum Allowable Rate

Source: Mackenzie Fee Comparison Report and City Community Development Department

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³ Not including City Property Taxes



	System Development Charges ¹	Other Fees ²	Parks SDC	City Property Taxes	Total ³
Hillsboro	\$1,020,949	\$136,370	\$60,120	\$29,236	\$1,217,439
Tualatin	\$998,647	\$133,535	\$118,000*	\$18,073	1,250,182
Beaverton	\$1,210,120	\$147,115	\$3,850	\$33,654	\$1,361,084
Sherwood	Not included				
Wilsonville	\$1,287,363	\$166,888	\$87,800	\$20,284	\$1,542,051
Tigard	\$1,376,590	\$189,244	\$30,561	\$20,039	\$1,596,395

200,000 Sq Ft Warehouse
Building Value = \$12,211,200

*60% of Maximum Allowable Rate

Source: Mackenzie Fee Comparison Report and City Community Development Department

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	System Development Charges ¹	Excise Taxes ²	Parks SDC	City Property Taxes	Total ³
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2,000 Sq Ft Single-Family House
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*60% of Maximum Allowable Rate

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Building Value = \$1,500,000

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- **Staff recommends council adopts the resolution setting the SDC fees**
- **The methodology adopted by council will go into effect July 1 the new rate will go into effect that date as well.**



COMPARISONS USING
50% OF
MAXIMUM ALLOWABLE RATE



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³ Not including City Property Taxes



- ..\Parks SDC Worksheet.xlsx

Parks SDC Rate Worksheet						
Percentage of Maximum Rate		70%				
Residential		Maximum Rate		Dwelling Unit	Total	
Single Family	\$	15,409.00	\$	10,786.30	1	\$ 10,786.30
Multi Family	\$	11,486.00	\$	8,040.20	12	\$ 96,482.40
Nonresidential		Maximum Rate		Square Feet	Total	
Industrial/Manufacturing	\$	3.88	\$	2.72	50,000	\$ 135,800.00
Warehousing	\$	0.98	\$	0.69	200,000	\$ 137,200.00
Retail	\$	3.79	\$	2.65	50,000	\$ 132,650.00
Office	\$	3.13	\$	2.19	80,000	\$ 175,280.00

