



MEMORANDUM CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council
FROM: Sherilyn Lombos, City Manager
DATE: June 4, 2008
SUBJECT: Work Session for June 9, 2008

There will NOT be an Executive Session
Work Session will begin at 6 p.m.

There are three items to be discussed at this work session:

- 1) 6:00 p.m. (15 min) – Update on Clean Water Services Issues.** CWS Deputy Director Bob Cruz will make a brief presentation and have a discussion with the Council on the IGA between Tualatin and CWS that is on the consent agenda. Attached is a staff report from Mike McKillip regarding the issue.

Action requested: No action requested.

- 2) 6:15 p.m. (30 min) – Historic Landmark Ordinance.** A public hearing is scheduled for the June 9th Council meeting on changes to the historic landmark ordinance, specifically demolition criteria. A staff report is included in your Council agenda packet. Staff will discuss the changes included in the ordinance and answer questions the Council might have.

Action requested: No action requested.

- 3) 6:45 p.m. (10 min) – Council agenda review & Council communications.**

Action requested: Council review the agenda for the June 9th City Council and Development Commission meetings.

Other items of interest:

Food for Monday night: We will be enjoying sandwiches and a veggie tray from Beaverton Bakery.

Upcoming Council Meetings & Work Sessions: Attached is a three-month look ahead for upcoming Council meetings and work sessions. If you have any questions, please let me know.

Dates to Note: Attached is the updated community calendar for the next three months. Some dates you may want to note:

- June 17, 7pm: Summer Reading Program events begin at the Commons
- June 20: Library closed for move back. Loan periods are extended and the book drop at the new Library will be open.
- July 5, Saturday, 9pm: Movies on the Commons begins

Several of you asked me about the Police "Meet & Greets" – they begin on June 14th – below is the schedule. You are more than welcome to attend.

- June 14, Saturday, 9am – Noon: Police Meet & Greet at Community Park
- July 19, Saturday, 9am – Noon: Police Meet & Greet at Ibach Park
- August 2, Saturday, 9am – Noon: Police Meet & Greet at Jurgens Park

As always, if you need anything from your staff, please feel free to let me know.

Attachments:

- A. Memo from Mike McKillip regarding CWS
- B. Upcoming meeting and work session items (June – August)
- C. Tualatin Calendar of Events (June – August)



MEMORANDUM

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Michael A. McKillip, City Engineer *McK*

DATE: June 9, 2008

SUBJECT: RESOLUTION APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF TUALATIN AND CLEAN WATER SERVICES

For approximately two years Clean Water Services (CWS) and the cities of Tualatin, Sherwood, Tigard, Beaverton, Hillsboro, Cornelius, and Forest Grove have been working on an amendment to the Intergovernmental Agreement (IGA) for provisions of sanitary sewer and surface water management services inside the CWS service area.

This amendment is necessary to achieve the following:

1. Effectively anticipate and meet regulatory requirements.
2. Optimize service delivery to customers.
3. Manage overall capital and operating costs.
4. Maintain consistency between urban incorporated and unincorporated areas.
5. Promote strong communities, enhance City identities and economic vitality.

There have been several working groups involved in this process. City Managers, City Engineers, Operations Directors, and Finance Directors have all been working on this project. All are in agreement that the proposed amendment is what needs to be adopted to allow this process to move forward and improve the provision of sanitary sewer and surface water management in the CWS service area.

Through this process the list of services that CWS and the cities each provided has been reviewed and some changes made to provide more efficient service. In Tualatin's case there were no major changes to the services provided by Tualatin and CWS.

A City/District committee will prioritize capital improvement projects (CIP) during the first half of Fiscal Year (FY) 2009. This will allow everyone to see all the CIP projects in the District and be able to coordinate the projects to avoid one project causing a problem down stream in the sanitary sewer system. This part of the program is just starting and will not impact the FY 2008/09 budget.

Accountability has been addressed in two ways. The agreement is clearer on reporting responsibilities. Through long discussions the information to be reported has been refined so the information gathered would relate to the permit requirements and other performance measures that have been adopted by the CWS Board.

City revenue is addressed by changing the rate structure. Currently CWS adopts a rate that is split on a percentage between CWS and the cities. In the future (including FY 2009), CWS will adopt a rate for the District-wide program and a rate for the Local program. These rates will cover the services that the entire District receives and the portion that the unincorporated area of the District receives. Each city can adopt the Local rate for its service area or adopt its individual, separate Local rate. For FY 2008/09 Tualatin will adopt the CWS local rate. In FY 2009/10 Tualatin will set a sanitary sewer service rate based on the cost of providing service in Tualatin.

This amendment covers the provision of sanitary sewer service. In the next year these same groups will address the provision of surface water management. It is anticipated that surface water management will take the same path that sanitary sewer has with District-wide and Local rates and clearer responsibilities.

M:/McKillip/CWSUpdate060908

- Attachments:**
- A. Original IGA
 - B. Amendment to IGA
 - C. Responsibility Matrix

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City of Tualatin, Oregon
COUNCIL AGENDA STATEMENT

Meeting Date June 28, 2004

Agenda Item No. _____

Item Title

A RESOLUTION AUTHORIZING THE MAYOR AND CITY RECORDER TO SIGN AN UPDATED INTERGOVERNMENTAL AGREEMENT WITH CLEAN WATER SERVICES

Prepared by

Michael A. McKillip, City Engineer *YMK*

Department

Engineering/Building

Explanation

On October 28, 2002 Council approved Res. No. 4036-02 authorizing the Mayor and City Recorder to sign the updated Intergovernmental Agreement (IGA) with Clean Water Services (CWS) for provision of storm and sewer services in Tualatin. On May 12, 2003, Council approved Resolution 4104-03 approving an updated agreement that addressed issues raised by other cities.

The last city in the CWS service area that provides local service has approved the agreement. Beaverton has suggested some changes that Tualatin can incorporate into the agreement signed on May 12, 2003.

These changes:

- * emphasize the cooperation and coordination between Tualatin and CWS;
- * clarify permit issuance responsibilities;
- * clarify issuance and budgeting issues; and
- * clarify responsibilities for work outside City limits.

These changes are incorporated in the attached agreement.

Special Issues

The implementation date for changes to the new division of responsibilities will be July 1, 2005.

Financial Statement

N/A

Account No. _____

Recommendation

It is recommended that Council adopt the attached Resolution.

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Board/Commission Recommendation

N/A

Attachments (Listed Below)

1. Resolution
2. Agreement

Approved By Tualatin City Council

Date 6-28-04

Recording Secretary *MSM*

RESOLUTION NO. 4250-04

RESOLUTION AUTHORIZING THE MAYOR AND CITY RECORDER TO
SIGN AN UPDATED INTERGOVERNMENTAL AGREEMENT WITH CLEAN
WATER SERVICES

WHEREAS Tualatin adopted Resolution No. 4109-03 on May 12, 2003, that authorized the updated Intergovernmental Agreement (IGA) with Clean Water Services (CWS); and

WHEREAS as a result of comments from other cities, changes have been proposed that are beneficial to Tualatin; and

WHEREAS Tualatin desires to take advantage of these changes.

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

Section 1. The Mayor and City Recorder be authorized to sign the attached IGA with CWS.

INTRODUCED AND ADOPTED this 28th day of June, 2004.

CITY OF TUALATIN, OREGON

BY



Mayor

ATTEST:

BY



City Recorder

INTERGOVERNMENTAL AGREEMENT
BETWEEN CITY OF TUALATIN AND
CLEAN WATER SERVICES

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2004, between the City of Tualatin a municipal corporation of the State of Oregon, hereinafter referred to as "City," and Clean Water Services, formerly Unified Sewerage Agency, a municipal corporation and county service district, hereinafter referred to as the "District."

WHEREAS as a county service district organized under ORS 451, the District has legal authority for the sanitary sewerage and storm water (surface water) management programs within its boundaries consistent with relevant laws, rules and agreements. The District is the NPDES/Watershed/MS-4 Permit holder, and operates and maintains wastewater treatment facilities, surface water collection system and sanitary sewer systems within unincorporated areas and within certain cities within its boundaries; and

WHEREAS the City has certain legal authority relative to the operation and maintenance of the sewerage and surface water management systems as provided for under its charter, relevant laws, rules and the Agreement. The City performs a variety of functions critical to the operation, maintenance and management of sewerage and surface water management facilities as outlined in the Agreement. It is anticipated that this Agreement may periodically require updating or modification by agreement of the parties; and

WHEREAS in 1989, City consented by action of its Council to have District manage storm and surface water drainage within the District's boundary, including those portions of the system within the City, and consented to the petition to the Portland Metropolitan Area Boundary Commission (Boundary Commission) to expand District's authority to include storm and surface water drainage management, which was granted by the Boundary Commission; and

WHEREAS District and Washington County Cities have enjoyed a strong and effective partnership over more than three decades since District's formation. This partnership has greatly enhanced protection of public health and the environment and has been the foundation of enormous economic growth. Collaboration built through communication must remain as its cornerstone. Accordingly, the District and the City commit to cooperatively and openly engage each other in the timely discussion of topics of interest to the other party. A variety of forums and means will be employed to promote the above such as the Washington County Managers meetings, the City/District Technical Committee as well as ongoing individual communications; and

WHEREAS, City and District have authority to enter into contracts for the cooperative operation of service facilities under ORS 451.560 and ORS Chapter 190; and

WHEREAS, City and District previously entered into an Agreement for the cooperative operation of sanitary sewer and surface water facilities, and said Agreement is in need of amendment.

NOW, THEREFORE, in consideration of the covenants and agreements to be kept and performed by the parties hereto, it is agreed as follows:

Section 1. Definition of Terms

Wherever the following terms are used in this agreement they shall have the following meaning unless otherwise specifically indicated by the context in which they appear:

- A. Area of Assigned Service Responsibility means the areas defined by the map attached as Exhibit A as may be amended.
- B. Board means the Board of Directors of the District, its governing body.
- C. Chief Executive Officer means the City official responsible for managing the day-to-day business affairs of City.
- D. Council means the City Council, governing body of City.
- E. Industrial Waste means any liquid, gaseous, radioactive or solid waste substance or a combination thereof resulting from any process of industrial or manufacturing business, or from the development or recovery of natural resources. For the purposes of this agreement, Industrial Waste shall also include any substance regulated under 33 USC Sec 1317, together with regulations adopted thereunder.
- F. Operation and Maintenance means the regular performance of work required to assure continued functioning of the storm and surface water system and the sanitary sewerage system and corrective measures taken to repair facilities to keep them in operating condition, and in compliance with the requirements of applicable laws, regulations, and permits. Operations and Maintenance Activities and responsibilities are defined in Appendix A.
- G. Order means Resolutions, Orders and Directives of the District prescribing general standards and conditions for construction or use of the storm and surface water facilities and the sanitary sewerage facilities, and Rates and Charges.
- H. Person means the state of Oregon, any individual, public or private corporation, political subdivision, governmental agency, municipality, industry, co-partnership, association, firm, trust, estate or any other legal entity whatsoever.

- I. Program Funding means the revenues allocated to the City through Section 4 of this agreement to follow the adopted work programs and performance standards.
- J. Rates and Charges are defined in the District's "Rates and Charges" Resolution and Order (R&O) No. 01-34, or as may be amended. The following terms when used in this agreement shall be as defined in that R&O:
1. Dwelling Unit Equivalent (DUE)
 2. Equivalent Service Unit (ESU)
 3. Impervious Surface Area
 4. Permit Application and Inspection
 5. Sanitary Sewer Service Charge
 6. Sanitary System Development Charge (SDC; Connection Charge)
 7. Storm and Surface Water Service Charge
 8. Storm and Surface Water System Development Charge
- K. Sanitary Sewerage System means any combination of sewer treatment plant, pumping or lift facilities, sewer pipe, force mains, laterals (to the limit of the public right-of-way and those which are subject to active rehabilitation), manholes, side sewers, laboratory facilities and equipment, and any other facilities for the collection, conveyance, treatment and disposal of sanitary sewage comprising the total publicly-owned Sanitary Sewerage System within District boundaries, to which storm, surface and ground waters are not intentionally admitted.
- L. Standards means the standards and conditions of use of the storm and surface water system and the sanitary sewer system as specified and adopted by the District. Standards also shall mean applicable statutes and rules of the United States and the State of Oregon. Nothing in this agreement shall prevent the City from establishing more restrictive standards than those established by the District or standards that raise performance requirements.
- M. Storm and Surface Water System means any combination of publicly owned storm and surface water quality treatment facilities, pumping or lift facilities, storm drain pipes and culverts, open channels, creeks and rivers, force mains, laterals, manholes, catch basins and inlets, grates and covers, detention and retention facilities, laboratory facilities and equipment, and any other publicly owned facilities for the collection, conveyance, treatment and disposal of storm and surface water comprising the total publicly owned Storm and Surface Water System within District's boundaries, to which sanitary sewage flows are not intentionally admitted.

- N. Work Program and Performance Standards are adopted by the District in cooperation with the Cities, to define the activities required to operate and maintain the sanitary sewer and storm and surface water systems.

Section 2. Determination of Programs, Rules, Policies and Standards

The District as the Permit holder is responsible for the management and operation of the sanitary sewer and storm and surface water systems within its boundaries. The City shares certain responsibilities for the operation and maintenance of the sanitary sewer and storm and surface water systems within the City limits. The District is the designated permittee who shall obtain and enforce timely compliance with relevant federal and delegated state Clean Water Act permits for treatment plants, collection systems, and stormwater. The District, in cooperation with the cities from time to time may adopt orders, standards, specifications, work programs, and performance criteria for the proper and effective operation of the sanitary sewer and storm and surface water systems and to comply with state and federal permits, laws and regulations.

The District, when it adopts orders, standards, specifications, work programs and performance criteria shall give prior notice to the City of all proceedings wherein District Board shall consider such adoption. The District shall adopt such orders, standards, work programs and performance criteria only after a public hearing wherein the Board shall address and consider the City's concerns, if any. Any such changes to work programs and performance standards that the Board determines are required by state and/or federal permits or regulations shall not be effective prior to 90 days from the date of adoption by District's Board or as otherwise mutually agreed to by the City and the District. The effective date of any changes to work programs and performance criteria not required by state and/or federal permits and regulations, shall be mutually agreed to by the District and City prior to consideration by the District's Board. The District agrees that whenever practical it shall communicate proposed changes not required by state and/or federal permits and regulations in or before September of the year prior to the proposed adoption so as to allow the District and the City to budget appropriately for the following fiscal year.

City agrees to follow and enforce the Orders, Standards, specifications, work programs, and performance criteria promulgated by the District, subject, however, to program funding and to the extent that City may be lawfully authorized to act. The City shall not be responsible for any failure to act or any defect in performance caused by lack of adequate program funding, inadequacies in the Work Program and Performance Standards as adopted by the District, or lack of lawful authority to act. Lack of adequate funding from the District and compliance with the Work Program and Performance Standards as adopted by the District shall be absolute defenses to any claim against the City under this Agreement. City further agrees to notify District of apparent violations of the subject Orders, Standards, specifications, work programs, and performance criteria, of which it has knowledge, which may require District legal action or enforcement.

Section 3. Division of Responsibilities

A. Division of Responsibilities

1. The purpose of this agreement is to delineate responsibilities for the performance of specific functions. The responsibilities of the District and City are defined in this Section and Appendix A. Exhibit A is a map showing areas of service responsibilities for the District and the City.
2. All functions relating to the subject matter of this Agreement not specifically listed in this Section or Appendix A as being the responsibility of City shall remain the responsibility of the District.

B. Procedure for Modifying the Division of Responsibilities

1. Responsibilities defined in this Section and Appendix A may be modified from time to time with approval in writing by the Mayor or designee and the District General Manager or designee. Responsibilities may also be changed by notice to the District from the City that the City wishes to assume certain maintenance responsibilities for a specific area or areas that are inside the City limits and inside the City's area of Future Maintenance Responsibility as shown on Exhibit A. The City must provide such notice to the District in writing by January 1 of the year in which a transfer of service responsibilities is anticipated. Any transfer of service responsibilities will be effective July 1 of each year. The District will amend the Exhibit A responsibility map to indicate that an area has been added to the City's "Area of Assigned Service Responsibility".
2. Responsibilities defined in this Section and Appendix A may be modified by the District Board provided that the change is necessary to comply with state or federal permits, laws or regulations. The District Board shall not reduce the total scope of City responsibilities without consent of the City unless:
 - a. the Board, after notice to the City and a public hearing, establishes that the City has failed to correct identified instances of non-performance related to the adopted standards that are necessary to comply with state or federal permits, laws or regulations; or,
 - b. the Board decides that there is no practical alternative to a mid-fiscal year change in the allocation of revenue between the District and the City, as provided for in Section 4 of this agreement and changes the scope of City responsibility to reflect that different allocation of revenue.
3. Upon reasonable notice from City to District, District shall assume responsibility for any portion of the program defined in this Section and

Appendix A. Reasonable notice shall be at least six (6) months, unless otherwise agreed to in writing by the District and City. Corresponding adjustments to the revenue allocation shall be made to reflect the change in responsibility upon implementation of such changes. City shall be responsible for correcting or paying to have corrected any deficiencies in the system resulting from non-performance of the programs under its responsibility, subject, however, to funding availability.

4. Areas of service responsibility as shown on Exhibit A (Service Responsibility Area Map) are established as the areas to be maintained by the City and the District under the terms of this agreement. Annexation by the City of areas within the District's boundary will not change service responsibilities if they are also within an area of service responsibility assigned to the District by Exhibit A. Service area responsibilities may be altered based upon the final version of the Beaverton Urban Service Agreement after formal adoption of that Agreement and subsequent consultation between the District and the City. Areas added to the Beaverton Urban Service Area by expansions to the Urban Growth Boundary will be the responsibility of the City to maintain (to the same extent as the City maintains areas already within its City limits as described in Appendix A and identified on the Service Responsibility Area Map), so long as the parties agree.

C. Additional City Responsibilities

1. Prior to issuing any non-residential sanitary sewer permit, the City shall require the applicant to prepare and submit to City, a District Sewer Use Information form. City shall submit the completed form to the District. The District will determine if an Industrial Waste Discharge Permit is required. The District will respond within 15 days from the date that the completed form is received by the District.
2. The City will require persons who are proposing development, as defined in the District's Design and Construction Standards Resolution and Order, to obtain a Service Provider Letter from the District. At anytime during the life of this agreement, the City may choose to issue such Service Provider Letters.
3. Following City review and initial Site Development approval, the City will forward proposed construction drawings to the District for the following:
 - a) Any addition, modification, construction, or reconstruction (other than repairs) of the publicly-owned sanitary sewerage system and storm and surface water system. District will review these drawings to assure conformance to adopted District standards, orders, and master plans.

- b) Any development as defined in the District's Design and Construction Standards Resolution and Order. District will review these drawings to assure conformance with the conditions of the Service Provider Letter issued following the provisions in Section 3.C.2.

The District shall not charge a fee for these types of reviews. The City shall not approve or issue permits for such work until it receives notification of District approval. The District shall complete its reviews within 15 working days from its receipt of complete construction drawings from the City, otherwise the City may consider the drawings as being approved by the District.

4. The City may notify the District in writing that it wishes the District to issue Connection Permits for either or both of the sanitary or storm water systems. In such cases, the District shall not issue Connection Permits until the City indicates in writing that the development complies with the City's standards. The City will collect all connection, permit, and development fees for developments within the City unless City and District agree that the District will collect the fees.
5. Other than for issuance of connection permits, the City will obtain District review and approval prior to entering into any agreement for the use of the Storm and Surface Water System or the Sanitary Sewerage System.
6. The City will inform the District in writing not less than 30 days prior to initiating or entering into any agreement for the financing or incurring of indebtedness relating to the storm and surface water system or the sanitary sewerage system: Revenues allocated to the City for the performance of functions identified in Appendix A are considered restricted, and may only be used to perform those functions (including reasonable administration and security for bonds) delegated to the City for such things as operation and maintenance of the sanitary or storm and surface water system. City shall not obligate any assets or facilities of the District's sanitary or storm and surface water system for any debt. In general, sanitary sewer lines 24" and over and parallel sanitary lines to a common downstream connection with hydraulic capacity equivalent to a 24" line are the property of the District regardless of location, as are sanitary treatment plants and pump stations.
7. The City will allow the District access at any reasonable time upon reasonable notice to inspect and test storm and surface water facilities and sewerage facilities within City and City Area of Assigned Service Responsibility.

8. The City shall waive fees for permits granted to the District as may be necessary for the installation of storm and surface water facilities and sewerage facilities in the public streets and ways of City without imposing permit issuance fees, but only to the same extent as the City waives such fees for itself, and provided that the District shall adhere to any conditions required pursuant to ORS 451.550(6).
9. The City agrees to issue no new permit for the construction within, or modification to, a wetland, floodway, or floodplain without first receiving the written approval by the District, pursuant to Section 5.E. This paragraph shall not apply to permits issued by City pursuant to a current permit under 33 USC Section 1344(e) (a section 404 general permit), and within the scope of such permit. This section does not apply to actions related to City flood insurance program. The City has statutory authority to control land use in flood plain areas and to issue building permits within the City limits.
10. The City agrees to pursue, when City deems feasible and appropriate, the conversion of storm and surface water facilities from private to public ownership, through the acquisition of easements and other property rights as necessary, for those privately owned storm and surface water facilities which are identified as being necessary or appropriately a part of the public system.
11. To the extent that it is so required by law or regulation, City shall comply with Oregon Administrative Rules (OAR) Chapter 340, Division 49, "Regulations Pertaining to Certification of Wastewater System Operator Personnel," including the obligation that City shall have its wastewater collection system supervised by one or more operators certified at a grade level equal to or higher than the system classification shown on page 1 of District's NPDES permit, issued by the State. The District shall notify City of any modification to the NPDES permits affecting their operations.

D. City Responsibilities Outside of its City limits

1. City is not obligated by this agreement to accept responsibility for any programs or work activities outside of its City limits other than by mutual agreement of the parties.
2. To the extent City has agreed to responsibilities both inside and outside of its City limits, for activities which are the responsibility of City, City shall perform the work to meet the minimum requirements specified in the District's adopted Work Programs and Performance Standards. When the same type of service is being performed by City or District both inside and outside City, the service shall be prioritized and performed in a like manner in each area, including the response to storms

and other emergencies. The exception shall be if City provides a higher degree of service inside City due to its own supplemental funding.

E. Additional District Responsibilities

1. The District will inform the City in writing not less than 30 days prior to initiating or entering into any agreement for the financing or incurring of indebtedness relating to the storm and surface water system or the sanitary sewerage system. Revenues allocated to the District for the performance of functions identified in Appendix A are considered restricted, and may only be used to perform those functions (including reasonable administration and security for bonds) delegated to the District for such things as operation and maintenance of the sanitary or storm and surface water system. The District shall not obligate any assets or facilities of the City's sanitary or storm and surface water system for any debt. In general, sanitary sewer lines 24-inch and over and parallel sanitary sewer lines to a common downstream connection with hydraulic capacity equivalent to a 24-inch line are the property of the District regardless of location, as are sanitary treatment plants and pump stations.
2. The District will allow the City access at any reasonable time upon reasonable notice to inspect and test storm and surface water facilities and sewerage facilities within City and District Area of Service Responsibility.
3. To the extent District provides services inside the Beaverton City limits, the District shall perform the work to meet the minimum requirements specified in the District's adopted Work Programs and Performance Standards. When the same type of service is being performed by City or District both inside and outside the City, the service shall be prioritized and performed in a like manner in each area, including the response to storms and other emergencies. If the City provides a higher level of service inside its adopted service area due to its own supplemental funding, the District shall provide that same level of service provided that the allocation of revenue between the parties reflects the cost of the higher level of service.
4. Upon transfer of maintenance responsibilities for an area to the City, the District and the City shall conduct a joint inspection of the sanitary sewer and storm and surface water system. The District shall confirm that it will provide funding for the correction of identified deficiencies in a manner that is consistent with the priorities established by the District's work program. The annexation of an area by the City or the transfer of maintenance responsibilities to the City for an area will not change the priority for repairs or improvements assigned by the District.

Section 4. Determination and Division of Revenue; Operating Procedures and Rules Relating to Revenue

- A. After consultation between City and District staff, the District Board shall determine and certify annually for both the sanitary sewerage system and for the storm and surface water system the monthly service charge and system development charge. The District Board shall make such certification after a public hearing and shall consider and respond to the City's concerns. The City agrees to impose these charges as a minimum. The City may impose additional charges as allowed in Section 4.E.
- B. The District Board shall determine and certify annually for both the sanitary sewerage system and for the storm and surface water system, the portion of the monthly service charge and system development charge to be allocated to the City for performance of the functions defined in this Agreement and for the City's share of annual debt service payment. This revenue allocation shall apply to all areas within the City limits, whether the District or the City provides maintenance, with the understanding that the District and the City will be compensated for all the work which each has been assigned responsibility. The District Board shall make such a certification after a public hearing and after the Board considers and responds to the City's concerns, if any, as to the proposed division of revenue. For purposes of this provision, the current percentages of the monthly service charges and the system development charges retained by the City shall establish the minimum funding allocated to the City for fiscal year 2004-05, except for the following:
1. The Board may make routine principal and interest adjustments for debt service repayment.
 2. The Board may make adjustments in response to significant increases or decreases in program responsibilities
- C. Changes in the division of revenue for the reasons described in Section 4.B 1 & 2 will typically be made as a part of the annual Fiscal Year budget process. However, the division of revenue may be adjusted by the District to recognize changes in responsibilities that occur outside the normal budget cycle when the Board determines that such a change is necessary to comply with state or federal permits, laws or regulations. The Board shall provide prior notice to the City of any need to make any mid-year change in the division of revenue. The Board shall not change the division of revenue without a determination that no other practical alternatives to increase revenues are available and can reasonably be implemented. The Board shall not change the division of revenue during a current fiscal year unless the Board acts to reduce the City's responsibilities to reflect the reduction in revenue.

D. Operating Procedures Relating to Revenue

1. City shall remit to the District the portion of sanitary sewer service charges and systems development charges collected, and storm and surface water service charges and systems development charges collected, less the City portion, as identified in Section 4.B.
2. Payments shall be remitted on a monthly basis, with a report on District designated forms.
3. Payments to the District of revenue collected by the billing party shall be due within 20 days following the end of each month, unless the payment has been appealed by the billing party.
4. City may charge and collect a service charge or system development charge for areas within the City limits at a higher rate per DUE and ESU than that set by the District when the City determines it is needed for the system within the City limits. The City shall retain 100% of these additional revenues collected. Such additional charge shall be consistent with the services provided by City and with applicable federal rules in order to preserve eligibility for grants and other funding programs.
5. City may request District to perform permit and inspection services for private development construction of public storm and surface water facilities and sanitary sewer facilities, and for erosion control. City shall remit to the District the fee set forth in District's Rates and Charges to compensate District for its costs for such services performed relative to these fees, as prescribed by District order or separate agreement with City.
6. For Industrial Waste fees, District shall remit to City a percentage of system development charges, volume, and monthly service charges collected equal to the percentages of service charges retained by the City as defined in Section 4.B. District shall retain one hundred percent (100%) of the annual Industrial Waste permit fee, and any penalty fees, COD, SS (as those terms are defined in the Rates and Charges) and other fees related to Industrial Waste that may be assessed.
7. City will institute administrative procedures to diligently maintain regular billings and collection of fees, adjust complaints thereto, and pursue delinquency follow-ups and take reasonable steps for collection thereof.
8. City and District shall each establish separate accounts for the storm and surface water program and sanitary sewerage program for the purpose of accounting for service charges and systems development charges collected and received pursuant to this agreement.

9. and audit the books and records of the other with respect to matters within
10. City and District shall each prepare and submit to each other a performance report of the storm and surface water functions, and the sanitary sewer functions for which each is responsible. The District will specify the requirements, frequency, and content of the performance report after considering and responding to the City's concerns.
11. The City and District may, each at its own cost, install permanent and temporary volume and quality monitoring stations, and other monitoring equipment, to determine the effectiveness of City and District programs.
12. Interest may accrue on late monthly payments as specified in Section 4.E.1 at a rate of 1.25 times the monthly Local Government Investment Pool (LGIP) earnings rate as posted for the previous month, and will be applied each month to the unpaid balance.
13. For those services provided by the District within the City limits and within the District areas of service responsibility as defined by Exhibit A and Appendix A, the division of revenue will be adjusted to compensate the District for the additional cost of any higher service levels required by the City.

Section 5. Administrative and Operating Provisions

- A. The District will not extend sanitary sewer or storm and surface water service to areas within the Beaverton Urban Service Area without prior notice to the City. The District will require new connections to the sanitary sewer system and to the storm and surface water system to occur at locations that are within the control of the City, provided that a reasonable engineering approach can result in such a connection. For the purposes of this provision a sanitary or storm line that is within the City limits shall be considered to be within the City's control.
- B. Each party shall obtain and maintain in full force and effect for the term of this agreement, at its own expense, comprehensive general liability and automobile insurance policies for bodily injury, including death, and property damage, including coverage for owned, hired or non-owned vehicles, as applicable, for the protection of the party, and the other party, its elected and appointed officials, officers, agents, employees and volunteers as additional insureds. The policies shall be primary policies, issued by a company authorized to do business in the State of Oregon and providing single limit general liability coverage of \$2,000,000 and separate automobile coverage of \$1,000,000 or the limit of liability contained in ORS 30.260 to 30.300, whichever is greater. If either party is unable to obtain insurance as required by this sentence, the parties shall cooperate on amending this Section to

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require types and levels of insurance that are available. The certificates shall provide that the other party will receive thirty (30) days' written notice of cancellation or material modification of the insurance contract at the address listed below. Each party shall provide certificates of insurance to the other party prior to the performance of any obligation under this agreement. If requested, complete copies of insurance policies shall be provided to the other party. Each party shall be financially responsible for their own deductibles, self-insurance retentions, self-insurance, or uninsured risks.

- C. District will not establish local assessment districts within City, without first obtaining City approval.
- D. District will process applications from City pursuant to Section 3.C.9 for Wetland, Floodplain, and Floodway modifications within 15 days of receiving such applications. Upon review and approval by District, and upon request by City, the District shall act as a facilitator and liaison for State and Federal review and permit processes.
- E. The City shall report all sanitary sewer overflows that it becomes aware of to the District within 24 hours of learning of the overflow. The City shall require all permittees of the City to report sanitary sewer overflows to the City. City agrees to reimburse District for any expense, costs, damages, claims, fines, or penalties incurred by District that result from or are related to City's failure to so timely and adequately report. For those areas of service responsibility within the Beaverton Urban Service Area and the City limits that are delegated to the District, the District shall report all sanitary overflows that it becomes aware of to the City within 24 hours of learning of the overflow. The District agrees to reimburse the City for any expense, costs, damages, claims, fines or penalties incurred by the City that result from or are related to the District's failure to so timely and adequately report.
- F. This agreement is for the benefit of the parties only. Each party agrees to indemnify and hold harmless the other party and its officers, employees, and agents, from and against all claims, demands and causes of actions and suits of any kind or nature for personal injury, death or damage to property or the environment on account of or rising out of the operation of this Agreement, including the performance or non-performance of duties under this Agreement, or in any way resulting from the negligent or wrongful acts or omissions of the indemnifying party and its officers, employees, and agents. In addition, each party shall be solely responsible for any contract claims, delay damages or similar items arising from or caused by the action or inaction of the party under this agreement. Inability to perform an activity or to properly perform because of insufficient funding from the District is not a negligent act or omission or willful misconduct of the party charged with the activity but shall be the responsibility of the District. Performance of any activity in compliance with the Work Program and Performance Standards as

adopted by the District is not a negligent act or omission or willful misconduct.

- G. District and City acknowledge that District may receive notices of violation or fines from state or federal agencies for violations of state or federal rules. As the permittee and the entity that establishes standards and controls payment, District shall be responsible for responding to notices of violations and for payment of all fines. District shall invite the City to participate in any discussions with state and federal agencies regarding notices of violation involving City actions or responsibility. City will cooperate with District in the investigation and response to any notice of violation involving actions relating to actions or responsibilities of the City and shall allow the City to defend its own interests in any contested case proceeding concerning an alleged violation both in the proceeding and in any appeal therefrom. If a fine is imposed, City shall reimburse District to the extent that the fine results from non-performance of adopted programs or non-compliance with District, state, or federal rules or policies by the City and those acting on behalf of the City. If possible, the City shall reimburse the District prior to the date due for payment of the fine. The City shall not be responsible for reimbursement if the City's non-performance or non-compliance was caused by lack of adequate funding by District. If more than one party is responsible, the City's responsibility for reimbursement payment will be allocated based on the degree of responsibility and degree of fault of the City. Disputes over the amount of reimbursement shall be resolved by the dispute resolution process set out in Section 6 of this Agreement. To the extent that the City is required to perform any work to correct a violation, District shall provide adequate funding for the work to be performed, unless the violation was caused by the City's omission or misconduct.
- H. Nothing in this Agreement shall be construed as a limitation upon or delegation of the statutory and home rule powers of City, nor as a delegation or limitation of the statutory powers of District. This Agreement shall not limit any right or remedy available to City or District against third parties arising from illegal acts of such third parties.
- I. Where this Agreement calls for review or approval of a fee or charge, District shall perform such review in a timely manner, shall not unreasonably withhold approval, and shall provide its decision to City in writing. If, within 15 days of written request by City for approval by District, the District has failed to provide a written response, the request shall be deemed approved.

Section 6. Dispute Resolution; Remedies

- A. In the event of a dispute between the parties regarding their respective rights and obligations pursuant to this Agreement, the parties shall first attempt to resolve the dispute by negotiation. If a dispute is not resolved by negotiation,

the exclusive dispute resolution process to be utilized by the parties shall be as follows:

1. In the event a dispute cannot be resolved, the matters remaining in dispute shall be reduced to writing and forwarded to the Mayor and the Chairman of the Board of Directors. Upon receipt of the written issue statement, the Mayor and Chairman shall meet and attempt to resolve the issue. If the issue is resolved at this step, a written determination of such resolution shall be signed by the Mayor and Chairman. Resolution of an issue at this step requires concurrence of both the Mayor and the Chairman.
 2. In the event a dispute cannot be resolved at the earlier steps, the parties shall submit the matter to mediation. The parties shall attempt to agree on a mediator. In the event they cannot agree, the parties shall request a list of five (5) mediators from the American Arbitration Association, or such other entity or firm providing mediation services to which the parties may further agree. Unless the parties can mutually agree to a mediator from the list provided, each party shall strike a name in turn, until only one name remains. The order of striking names shall be determined by lot. Any common costs of mediation shall be borne equally by the parties, who shall each bear their own costs and fees therefor. If the issue is resolved at this step, a written determination of such resolution shall be signed by both parties. Resolution of an issue at this step requires concurrence by both parties. In the event a dispute is not resolved by mediation, the aggrieved party may pursue any remedy available to it under applicable law.
- B. Neither party may bring a legal action against the other party to interpret or enforce any term of this Agreement in any court unless the party has first attempted to resolve the matter by means of the dispute resolution of subsection A above. This shall not apply to disputes arising from a cause other than interpretation or enforcement of this Agreement.
- C. Parties may mutually agree in writing to waive any of the above steps, or to enter into alternate processes or additional processes such as binding arbitration prior to filing legal action.

Section 7. Effect of this Agreement

This Agreement shall supersede all prior agreements of similar scope and subject matter, including amendments and the "City Committee Agreement" between the parties with respect to sanitary sewerage and service, storm and surface water management; provided that, except as expressly modified herein, all rights, liabilities, and obligations of such prior agreements shall continue. This Agreement shall be effective upon its execution by both parties hereto, and shall continue in effect for five years. This Agreement shall be renewable for a series of succeeding five year terms up to a limit of 25 years, with the mutual agreement of the City and the District. If the District enters into an

intergovernmental agreement with any other city in its territory covering the same subject as this Agreement and if any of the provisions of the other agreement differ from this Agreement, the City may elect to replace any provision of this Agreement with the parallel provision from the other agreement, with the exception of Appendix A and Exhibit A. The replacement shall be effective on receipt by District of written notice from the City. This Agreement may not otherwise be modified except by written amendment or as otherwise specified in this Agreement.

Section 8. Amendments

At any time, either party may request in writing to open this Agreement for specific amendment. If such request is made, the other party must respond within 90 days. If the parties do not agree and the party requesting such amendment desires to proceed with the amendment, then remedies pursuant to Section 6 shall apply. All amendments shall be in writing, approved by the governing body of the respective parties and incorporated into the agreement.

Section 9. Severability


In the event a court of competent jurisdiction shall deem any portion or part of this Agreement to be unlawful or invalid, only that portion or part of the Agreement shall be considered unenforceable. The remainder of this Agreement shall continue to be valid.

IN WITNESS WHEREOF, this instrument has been executed in duplicate by authority of lawful actions by the Council and District Board of Directors.

CLEAN WATER SERVICE
OF WASHINGTON COUNTY, OREGON

CITY OF TUALATIN, OREGON


By _____
General Manager


By _____
Mayor

Approved as to Form:

Attest: 
City Recorder.

Attorney for District


City Attorney

APPENDIX A	Jan-04		
DIVISION OF RESPONSIBILITIES	EFFECTIVE JULY 1, 2004 to JUNE 30, 2005		
Tualatin	Inside City, and Inside Responsibility Boundary	Outside City, and Inside Responsibility Boundary	Inside City and Outside Responsibility Boundary
Sanitary Maintenance			
Lines under 24"			
Line Cleaning	City	City	
Root Cutting	City	City	
Emergency response	City	City	
Overflow and Complaint response investigation and reporting	City	City	
Cross connection investigation and response	City	City	
Manhole adjustment	City	City	
Non-structure line sealing and point repair	City and District	District	
Manhole rehabilitation (sealing)	City and District	District	
TV inspection	City	City	
Compilation of TV reports and system evaluation	District	District	
I&I abatement and system rehabilitation projects	City and District	District	
Root Foaming	City and District	District	
Structural line repairs	City	District Funds, Work done as determined by City and District	
Lateral Repairs in Public Right of Way	City	District Funds, Work done as determined by City and District	
Line replacements	City	District Funds, Work done as determined by City and District	
Pump station maintenance	District	District	
Vector Control	City	City	
Utility Locates	City	City	
Offroad inspection and locator post maintenance	City	City	
Easement and Access Road Maintenance	City	City	
Lines 24" and Larger			
All maintenance, inspection, repair, and replacement	District	District	

SWM Maintenance			
Line Cleaning	City	City	
Root Cutting	City	City	
Catch Basin cleaning	City	City	
Water quality manhole maintenance	City	City	
Storm and emergency response	City	City	
Complaint response investigation and reporting	City	City	
Street Sweeping	City	City	
Water Quality facility maintenance	City Local, District Regional	City Local, District Regional	
Water Quantity facility maintenance	City Local, District Regional	City Local, District Regional	
Maintenance of public Streams/creeks/open channels	City	City	
Processing and disposal of sweeper, catch basin and storm line material (excluding leaves)	City and District	District	
Structural line repairs	City	District Funds, Work done as determined by City and District	
Line replacements	City	District Funds, Work done as determined by City and District	
Pump station maintenance and operation	District	District	
Roadside ditches and piping system in County Roads	City	City	
Roadside ditches and piping system in City Roads	City	None	
TV inspection	City	City	
Compilation of TV reports and system evaluation	District	District	
Proactive Leaf management program	City	City	
Utility Locates	City	City	
ENGINEERING, INSPECTION, AND SUPPORT ELEMENTS			
Development Process (development review, plan review)	City	District	
Sanitary Sewer connection permit issuance	City	District	
SWM connection permit issuance	City	District	
Billing and collection of monthly service charges	City	District	
Inspection of developer projects	City	District	
Installation of Sanitary Sewer Masterplan Projects	City 21" and under, District 24" & up	District	
Installation of Masterplan Pump Station	District	District	
Installation of SWM Masterplan Projects	City	District	

Erosion control permit issuance	City	District	
Erosion control inspection	District	District	
Accounting	City	District	
Industrial Waste Program	District	District	
Fat, Oil, Grease Program	City and District	District	
Maintaining GIS Information	City and District	City and District	
Maintaining system mapping	City and District	City and District	
Maintaining Engineering records of systems	City and District	City and District	
Preparing and revising sanitary sewer masterplans	City and District	District	
Preparing and revising SWM masterplans	City and District	District	
Response to customer billing inquiries	City	District	
Public information, newsletters, etc., for SWM and Sanitary programs	City and District	City and District	
Flow Monitoring	District	District	
Formation and Administration of LID's	City and District	District	
Inspection of Private Facilities	City	District	
Marking Utilities	City	City	
Fixture Counting	City	District	
Field Yard General Maintenance	City	District	

APPENDIX A		Jan-04	
DIVISION OF RESPONSIBILITIES		EFFECTIVE JULY 1, 2005	
	Inside City, and Inside Responsibility Boundary	Outside City, and Inside Responsibility Boundary	Inside City and Outside Responsibility Boundary
Tualatin			
Sanitary Maintenance			
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Line Cleaning	City	City	
Root Cutting	City	City	
Emergency response	City	City	
Overflow and Complaint response investigation and reporting	City	City	
Cross connection investigation and response	City	City	
Manhole adjustment	City	City	
Non-structure line sealing and point repair	District	District	
Manhole rehabilitation (sealing)	District	District	
TV inspection	City	City	
Compilation of TV reports and system evaluation	District	District	
I&I abatement and system rehabilitation projects	District	District	
Root Foaming	District	District	
Structural line repairs	District Funds, Work done as determined by City and District	District Funds, Work done as determined by City and District	
Lateral Repairs in Public Right of Way	District Funds, Work done as determined by City and District	District Funds, Work done as determined by City and District	
Line replacements	District Funds, Work done as determined by City and District	District Funds, Work done as determined by City and District	
Pump station maintenance	District	District	
Vector Control	City	City	
Utility Locates	City	City	
Offroad inspection and locator post maintenance	City	City	
Easement and Access Road Maintenance	City	City	
Lines 24" and Larger			
All maintenance, inspection, repair, and replacement	District	District	
SWM Maintenance			

20/23

Line Cleaning	City	City	
Root Cutting	City	City	
Catch Basin cleaning	City	City	
Water quality manhole maintenance	City	City	
Storm and emergency response	City	City	
Complaint response investigation and reporting	City	City	
Street Sweeping	City	City	
Water Quality facility maintenance	City Local, District Regional	City Local, District Regional	
Water Quantity facility maintenance	City Local, District Regional	City Local, District Regional	
Maintenance of public Streams/creeks/open channels	City	City	
Processing and disposal of sweeper, catch basin and storm line material (excluding leaves)	District	District	
Structural line repairs	District Funds, Work done as determined by City and District	District Funds, Work done as determined by City and District	
Line replacements	District Funds, Work done as determined by City and District	District Funds, Work done as determined by City and District	
Pump station maintenance and operation	District	District	
Roadside ditches and piping system in County Roads	City	City	
Roadside ditches and piping system in City Roads	City	None	
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Proactive Leaf management program	City	City	
Utility Locates	City	City	
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Installation of Sanitary Sewer Masterplan Projects	City 21" and under, District 24" & up	District	
Installation of Masterplan Pump Station	District	District	
Installation of SWM Masterplan Projects	City	District	
Erosion control permit issuance	City	District	

Erosion control inspection	District	District	
Accounting	City	District	
Industrial Waste Program	District	District	
Fat, Oil, Grease Program	District	District	
Maintaining GIS information	City and District	City and District	
Maintaining system mapping	City and District	City and District	
Maintaining Engineering records of systems	City and District	City and District	
Preparing and revising sanitary sewer masterplans	City and District	District	
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Public information, newsletters, etc., for SWM and Sanitary programs	City and District	City and District	
Flow Monitoring	District	District	
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Inspection of Private Facilities	City	District	
Marking Utilities	City	City	
Fixture Counting	City	District	
Field Yard General Maintenance	City	District	

AMENDMENT TO INTERGOVERNMENTAL
AGREEMENT BETWEEN CITY OF TUALATIN AND
CLEAN WATER SERVICES

THIS AMENDMENT is made and entered into as of the _____ day of _____, 2008, between the City of Tualatin, a municipal corporation of the State of Oregon, hereinafter referred to as "City," and Clean Water Services, a municipal corporation and county service district, hereinafter referred to as the "District."

WHEREAS City and District entered into an Intergovernmental agreement (IGA) on January 4, 2005 for the operation of sanitary sewer and surface water facilities; and

WHEREAS Section 7 of that IGA allows the agreement to be amended upon approval of the governing bodies of both parties; and

WHEREAS that IGA is now in need of amendment.

NOW, THEREFORE, it is agreed that the IGA be amended as follows:

1. In the recitals, Revise the second "Whereas" statement to read:

WHEREAS as a county service district organized under ORS 451, the District has the legal authority for the sanitary sewerage and storm water (surface water) management programs within its boundaries consistent with relevant laws, rules and agreements. The District performs watershed, sub-basin and facility planning, develops standards and work programs, is the permit holder, and operates and maintains wastewater treatment facilities, ~~surface water collection system and the public sanitary sewer conveyance systems, and the public surface water collection systems within unincorporated areas and within certain cities within its boundaries. The District also performs various ancillary functions throughout the basin and within various cities;~~ and

2. In Section 1, Definitions, add the following new definitions, number them alphabetically, and renumber the existing definitions:
 - A. Local Program – The elements of the work program that are available for the City to perform.
 - B. District Wide Program – The elements of the work program that are performed exclusively by the District in all areas within the District's boundary.
 - C. Roadside Facilities include all of the following stormwater facilities within road rights of way:

1. Roadside Ditches and Swales are man-made ditches on one or both sides of roadways, within the road right-of-way and generally intended for the collection and conveyance of storm and surface water runoff from the road.
 2. Driveway Culverts are short pipes passing under driveways connecting two sections of roadside ditch.
 3. Roadside Ditch Cross Piping is the piping system connecting a roadside ditch or roadside piping system on one side of the road to a roadside ditch or roadside piping system on the other side of the road, and being at the grade of the roadside ditches or piping systems.
 4. Roadside Piping Systems are shallow pipes and inlets on one or both sides of a road, which are generally at a similar grade as typical roadside ditches, and generally lack manholes.
3. Revise Section 2 to read:

“Section 2. Determination of Programs, Rules, Policies and Standards

The District is responsible for the management and operation of the **public** sanitary sewer and storm and **public** surface water systems within its boundary, and is the designated permittee who shall obtain and enforce timely compliance with relevant Federal and delegated State Clean Water Act permits for treatment plants, collection systems, and stormwater. The District, after considering input from the cities, shall adopt orders, standards, specifications, work programs, **reporting requirements**, and performance criteria for the proper and effective operation of the sanitary sewer and storm and surface water systems and to comply with State and Federal permits, laws and regulations. In addition, the District, after considering input from the cities, shall have the authority to make changes to its orders, work programs, **reporting requirements**, and performance Standards. Any such changes to work programs, **reporting requirements**, and performance standards that the Board determines are **necessary to meet or are** required by state and/or federal permits or regulations will become effective 90 days from the date of notice to City by District or as mutually agreed to. Any changes to work programs, **reporting requirements**, and performance standards, not required by state and/or federal permits and regulations, shall be mutually agreed to by the District and City before they become effective. Proposed changes not required by state and/or federal permits and regulations should be communicated between the District and the City in or before December of the year before they are to be implemented to allow District and City to budget appropriately for the following fiscal year.

A. City agrees to follow and enforce the Orders, Standards, specifications, work programs, **reporting requirements**, and performance criteria promulgated by the District, subject, however, ~~to program funding and~~ to the extent that City may be lawfully authorized to act. The City shall not be responsible for any failure to act or defect in performance caused by ~~lack of adequate program funding~~, inadequacies in the Work Program and Performance Standards as adopted by the District, or lack of lawful authority to act. ~~Lack of adequate~~

~~funding from the District and~~ Compliance with the Work Program and Performance Standards as adopted by the District shall be absolute defenses to any claim against the City under this Agreement. City further agrees to notify District of apparent violations of the subject Orders, Standards, specifications, work programs, and performance criteria, of which it has knowledge, which may require District legal action or enforcement.

4. Revise Section 3.A.1 to read:

The purpose of this agreement is to delegate to and contract with the City to perform specific ~~functions~~portions of the Local Program. The responsibilities of the District and City are defined in this Section and Appendix A. Exhibit A is a map showing boundaries of responsibility between the District and City and is hereby made a part of Appendix A and incorporated into this agreement.

5. Revise Section 3.B.2 to read:

Responsibilities defined in this Section and Appendix A may be modified by the District Board after receiving input from the City and determining the change is necessary to ~~meet or~~ comply with State or Federal permits, laws or regulations. The District Board shall not reduce the total scope of City responsibilities without consent of the City unless there is a change in the program or funding requiring the reduction, or unless the Board determines the City has failed to correct identified instances of nonperformance related to the adopted standards that are necessary to ~~meet or~~ comply with state or federal permits, laws or regulations. ~~The District Board may adopt procedures regarding determination of nonperformance.~~

6. Revise Section 3.B.3 to read:

Upon reasonable notice from City to District, District shall assume responsibility for any portion of the Local Program defined in this Section and Appendix A. Reasonable notice shall be at least 6 months, unless agreed to in writing by the District and City. Corresponding adjustments to the revenue allocation shall be made to reflect the change in responsibility upon implementation of such changes. City shall be responsible for correcting or paying to have corrected any deficiencies in the system resulting from non-performance of the programs under its responsibility, ~~subject, however, to funding availability.~~ For any Local Program activity the City previously elected to be performed by the District, the City may at any time request that activity be transferred back to being a City responsibility by following the procedures in Section 3.B.1 above. The District shall approve the request unless the District determined the City can not provide a reasonably equivalent level of overall efficiency. The date of the transfer of responsibility shall be as mutually agreed to, or in no case longer than one year from the date of the request.

7. Revise Section 3.C.2 to read:

Require persons who are proposing 'development', as defined in the District's Design and Construction Standards Resolution and Order, to obtain a Service Provider Letter from the

District. City shall not issue a stormwater connection permit without verification that the District has issued a Service Provider Letter.

8. Revise Section 3.C.6 to read:

Inform the District in writing not less than 30 days prior to initiating or entering into any agreement for the financing or incurring of indebtedness relating to the storm and surface water system or the sanitary sewerage system. Revenues ~~allocated by the District to the City defined in Section 4 of this agreement~~ for the performance of functions identified in Appendix A are considered restricted, and may only be used to perform those functions (including reasonable administration and security for bonds) delegated to the City for such things as operation and maintenance of the sanitary or storm and surface water system. City shall not obligate any assets or facilities of the District's sanitary or storm and surface water system for any debt. For purposes of debt funding, the District's asset schedule for storm and surface water and sanitary sewer facilities shall be the basis for determining ownership within City boundaries. In general, sanitary sewer lines 24" and over are the property of the District regardless of location, as are sanitary treatment plants and pump stations, and storm and surface water quality and quantity facilities that are one acre or greater in surface area.

9. Revise Section 4 to read:

Section 4. Determination of Monthly Service Charge Rates and System Development Charges: and Division of Revenue: Operating Procedures and Rules Relating to Revenue and Reporting

~~A. After consultation between City and district staff, the District Board shall determine and certify annually for both the sanitary sewerage system and for the storm and surface water system the monthly service charge and system development charge. The City agrees to impose these charges as a minimum. The City may impose additional charges as allowed in Section 4.E.4.~~

~~B. After consultation between City and district staff, the District Board shall determine and certify annually for both the sanitary sewerage system and for the storm and surface water system the portion of the monthly service charge and system development charge to be retained by the City for performance of the functions defined in this Agreement and for the City's share of annual debt service payment. Except as provided in Section 4.D, District shall notify City by the September preceding the start of the next Fiscal Year of any proposed decrease in the monthly service charge and system development charge to be retained by the City and any other proposed changes that could affect the City's 5-Year Sanitary Sewer or Stormwater Financial Forecast Plans.~~

~~C. The District Board shall not implement any significant change in the division of monthly service charge revenue from that shown in the Rates and Charges Resolution and Order No. 01-34 effective Fiscal Year 2001/2002 until July 1, 2004 with the following exceptions:~~

~~1. The Board may make routine principal and interest adjustments for debt service repayment.~~

~~2. The Board may make adjustments in response to significant increases or decreases in program responsibilities~~

A. Setting of Rates and Charges

1. After consultation between City and District staff, the District Board shall determine and certify for the Storm and Sanitary Sewer programs:

- a. District Wide System Development Charges that apply in all areas within the District boundary.
- b. Local System Development Charges that apply to areas outside of the City Limits.
- c. District Wide Monthly Service Charge Rates that apply in all areas within the District boundary.
- d. Monthly Service Charge Rates for the Local Program that apply to the areas outside the City limits.
- e. Funding levels for elements of the Local Program performed by the District within the City's Area of Geographic Responsibility.
- f. Funding levels for elements of the Local Program performed by the District within the City Limits but outside of the City's Area of Geographic Responsibility.
- g. Funding levels for elements of the Local Program performed by the City outside of the City Limits but inside the City's Area of Geographic Responsibility.
- h. Funding levels for elements of the Local Program performed by the District within the City Limits but outside of the City's Area of Geographic Responsibility where the City identifies a higher level of service than in the District's adopted standards.
- i. Elements within items "e" through "h" of this subsection may be expressed in terms of monthly service charge rates or rates per unit of facility.

2. The City shall set for the Storm and Sanitary Sewer programs:

- a. Local System Development Charges that apply to areas inside the City Limits.
- b. Monthly Service Charge Rates for the Local Program that apply to the areas inside the City Limits.

B. Collection of Rates and Charges as set in Section A above

1. The District shall collect for both the Storm and Sanitary Sewer programs:

- a. System Development Charges in areas where the District issues connection permits.
- b. Local and District Wide Monthly Service Charges in areas where the District provides the billing function.

2. The City shall collect for both the Storm and Sanitary Sewer programs:

- a. Local and District Wide System Development Charges in areas where the City issues connection permits.
- b. The Monthly Service Charges for the District Wide Rate and the Local Rate in areas where the City provides the billing function.

C. Transfer and Remittance of Funds

1. The District shall transfer to the City the portion of the Storm and Sanitary Sewer revenue from the Local Rate collected for the elements of the Local Program performed by the City in areas that are inside the City's Area of Geographic Responsibility, but where the District does the billing.
2. The City shall transfer to the District for the Storm and Sanitary Sewer Programs:
 - a. Revenue from the District Wide System Development Charges collected by the City.
 - b. Revenue from the District Wide Monthly Service Charge Rate collected by the City.
 - c. The portion of the revenue from fees and the Local Monthly Service Charge rate for the elements of the Local Program performed by the District within the City Limits and within the City's Area of Geographic Responsibility.
 - d. The portion of the revenue from fees and the Local Monthly Service Charge rate for the elements of the Local Program performed by the District within the City Limits but outside the City's Area of Geographic Responsibility.
 - e. Funds for performance of elements of the work program by the District within the City Limits but outside the City's Area of Geographic Responsibility where the City has identified a higher level of service than in the adopted District standards.

D. ~~Changes in the division of revenue will typically be made as a part of the annual Fiscal Year budget process. However, the division of revenue may be adjusted by the District to recognize changes in responsibilities that occur outside the normal budget cycle after coordination and communication with the Cities. Any such mid-year changes in the division of revenue initiated by the District Board shall only be implemented when the Board determines such a change is necessary to comply with State or Federal permits, laws or regulations. If there is a mid-year change in responsibilities, which the District determines to be significant, the District Board may, upon 60 days notice to City, adjust the division of revenue outside of the annual budget process.~~ Determination by the District of the items in Section 4.A.1 will typically be made as a part of the annual Fiscal Year budget process. However, these rates and funding levels may be adjusted by the District to recognize changes that occur outside the normal budget cycle after coordination and communication with the Cities. Any such mid-year changes initiated by the District Board shall only be implemented when the Board determines such a change is necessary to comply with State or Federal permits, laws or regulations, or that are due to changes in responsibility.

E. Operating Procedures Relating to Revenue

- ~~1. City shall remit to the District the portion of sanitary sewer service charges and systems development charges collected, and storm and surface water service charges and systems development charges collected, less the City Portion, as identified in Section 4.B.~~
1. Payments shall be remitted on a monthly basis, with a report on District designated forms.
2. Payments ~~to the District~~ of revenue collected by the billing party shall be due within 20 days following the end of each month, unless the payment has been appealed by the billing party.
3. City may charge and collect a **Local Monthly Service Charge** or System Development Charge at a higher rate per DUE and ESU than that set by the District when the City determines it is needed for the **Local City Program elements performed by the City system.** ~~The City shall retain 100% of these additional revenues collected.~~ Such additional charge shall be consistent with the services provided by City and with applicable federal rules in order to preserve eligibility for grants and other funding programs.
- ~~4. City may request District to perform permit and inspection services for private development construction of public storm and surface water facilities and sanitary sewer facilities, and for erosion control. City shall remit to the District the fee set forth in District's Rates and Charges to compensate District for its costs for such services performed relative to these fees, as prescribed by District Order or separate agreement with City.~~
4. For Industrial Waste fees, District shall remit to City **5 percent a percentage** of system development charges, and **15 percent of the volume**, and monthly service charges collected ~~within the City's Area of Responsibility equal to the percentages of service charges retained by the City as defined in Section 4.B.~~ District shall retain one hundred percent (100%) of the annual Industrial Waste permit fee, and any penalty fees, COD, SS (as those terms are defined in the Rates and Charges) and other fees related to Industrial Waste that may be assessed.
5. City will institute administrative procedures to diligently maintain regular billings and collection of fees, adjust complaints thereto, and pursue delinquency follow-ups and take reasonable steps for collection thereof.
6. City and District shall each establish separate accounts for the storm and surface water program and sanitary sewerage program for the purpose of accounting for

service charges and systems development charges collected and received pursuant to this agreement.

7. District or City may at any reasonable time upon reasonable notice inspect and audit the books and records of the other with respect to matters within the purview of this Agreement.
 8. City and District shall each prepare and submit to each other a performance report of the storm and surface water functions, and the sanitary sewer functions for which each is responsible. After consultation with the City, District will specify the requirements, frequency, and content of the performance report.
 9. The City and District may, each at its own cost, install permanent and temporary volume and quality monitoring stations, and other monitoring equipment, to determine the effectiveness of City and District programs.
 10. Interest shall accrue on late monthly payments as specified in Section 4.~~CE-1~~ at a rate of 1.25 times the monthly Local Government Investment Pool (LGIP) earnings rate as posted for the previous month, and will be applied each month to the unpaid balance.
 11. The City and District will form a CIP Review Committee along with representatives from other Cities within the District's boundary for the purpose of recommending the prioritization and funding of sanitary sewer and Stormwater collection system projects. Board will adopt the CIP funding and project selection only after holding a public hearing to allow the Cities to provide additional input to the Board.
10. Revise Section 5.G to read:

District and City acknowledge that District may receive notices of violation or fines from state or federal agencies for violations of state or federal rules. As the permittee and the entity that establishes standards and controls payment, District shall be responsible for responding to notices of violations and for payment of all fines. District shall invite the City to participate in any discussions with State and Federal agencies regarding notices of violation involving City actions or responsibility. City will cooperate with District in the investigation and response to any notice of violation involving actions relating to actions or responsibilities of the City. If a fine is imposed, City shall reimburse District to the extent that the fine results from non-performance of adopted programs or non-compliance with District, State, or Federal rules or policies by the City and those acting on behalf of the City. If possible, the City shall reimburse the District prior to the date due for payment of the fine. ~~The City shall not be responsible for reimbursement if the City's non-performance or non-compliance was caused by lack of adequate funding by District.~~ If more than one party is responsible, the City's responsibility for reimbursement payment will be allocated based on the degree of responsibility and degree of fault of the City. Disputes over the amount of reimbursement shall be resolved by the dispute resolution process set out in Section 6 of this Agreement. ~~To the extent that the City is required to perform any work to correct a violation,~~

~~District shall provide adequate funding for the work to be performed, unless the violation was caused by the City's omission or misconduct.~~

11. Revise Section 7 to read:

1. This Agreement shall supersede all prior agreements of similar scope and subject matter, including amendments and the "City Committee Agreement" between the parties with respect to sanitary sewerage and service, storm and surface water management; provided that, except as expressly modified herein, all rights, liabilities, and obligations of such prior agreements shall continue. This agreement shall be effective upon its execution by both parties hereto, and unless terminated earlier, shall end at the end of the day on June 30, 2027 and shall continue in effect for four renewable terms of five years each.
2. ~~This Agreement shall be deemed automatically renewed for a single succeeding five year term up to a limit of 25 years, unless either party gives the other written notice not less than one year prior to the nominal expiration of term of its intent not to renew this agreement.~~ This agreement may be terminated when either party gives the other written notice per the dates in the table below of its intent not to renew this agreement, and the agreement shall then terminate on June 30 of the following calendar year.

Notice given on or prior to June 30 of	Termination effective at the end of the day on June 30 of
2009	2010
2010	2011
2011	2012
2016	2017
2021	2022

3. The notice of termination may be withdrawn at any time prior to the termination date with written approval of the City's Chief Executive Officer and District General Manager.
4. If District enters into an intergovernmental agreement with any other city in its territory covering the same subject as this Agreement and if any of the provisions of the other agreement differ from this Agreement, the City may elect to replace any provision of this Agreement with the parallel provision from the other agreement, with the exception of Appendix A and Exhibit A. The replacement shall be effective on receipt by District of written notice from the City. This Agreement may not otherwise be modified except by written amendment or as otherwise specified in this Agreement.

IN WITNESS WHEREOF, this instrument has been executed in duplicate by authority of lawful actions by the Council and District's Board of Directors.

CLEAN WATER SERVICES

CITY OF TUALATIN, OREGON

By _____
General Manager

By _____
Mayor

Approved as to Form:

Attest: _____
City Recorder

Attorney for District

City Attorney

II. CIP (Service Charge Rate and SDC Funded)	Inside City, and Inside "Areas of Assigned Service Responsibility"	Outside City, and Inside "Areas of Assigned Service Responsibility"	Inside City, and Outside "Areas of Assigned Service Responsibility"	
A. Local Program				
Lines Under 24"				
Repairs, replacements, reconstruction, rehabilitation, CIP construction and improvements	City	District	City	This row is effective July 1, 2008 through June 30, 2009***
Repairs and rehabilitation to abate I&I	City	District	City	This row is effective July 1, 2008 through June 30, 2009***
Lines Under 12"				
Repairs, replacements, reconstruction, rehabilitation, CIP construction and improvements (except projects for Collection system I&I abatement projects)	City	District	City	This row is effective beginning July 1, 2009 and continues through the term of the agreement.***
B. District Wide Program				
Lines 24" and Larger				
Repairs, replacements, reconstruction, rehabilitation, CIP construction and improvements	District *	District *	District *	This row is effective July 1, 2008 through June 30, 2009***
Lines 12" and Larger				
Repairs, replacements, reconstruction, rehabilitation, CIP construction and improvements	District *	District *	District *	This row is effective beginning July 1, 2009 and continues through the term of the agreement.***
All Lines and All Areas				
Treatment Plant CIP	District	District	District	
Pump Station CIP	District	District	District	
Collection system repairs and rehabilitation to abate I&I	District *	District *	District *	This row is effective beginning July 1, 2009 and continues through the term of the agreement.***

III. SWM Maintenance	Inside City, and Inside "Areas of Assigned Service Responsibility"	Outside City, and Inside "Areas of Assigned Service Responsibility"	Inside City, and Outside "Areas of Assigned Service Responsibility"	
A. Local Program				
Line Cleaning	City	City	District	
Manhole maintenance and adjustment	City	City	District	
Manhole repair and grouting	City	City	District	
Root Cutting	City	City	District	
TV inspection (except related to new construction)	City	City	District	
Catch Basin cleaning	City	City	District	
Water quality manhole cleaning	City	City	District	
Local surface retention/detention facility maintenance	City	City	District	
Filter vault inspection and maintenance	City	City	District	
Complaint response, investigation, and reporting	City	City	District	
Storm and emergency response	City	City	District	
Roadside ditches and piping system in City Roads	City	None	City	
Street Sweeping	City	City	District	
Placement of sweeper, catch basin and other material from storm system structures into drop boxes or other designated locations (excluding leaves)	City	City	District	
Maintenance of public streams/creeks/open channels	City	City	District	
Proactive leaf management program including leaf collection, hauling, processing and disposal	City	City	District	
Hauling, processing and disposal of sweeper, catch basin and other material from storm system structures	City	City	District	
Culvert maintenance under 36" in City Roads	City	City	District	
Culvert maintenance 36" and larger and bridge maintenance in City Roads	City	None	City	
Culvert maintenance under 36" in County Roads	City	City	District	
Culvert maintenance 36" and larger and bridge maintenance in County Roads	County	County	County	
Vector Control including mosquito treatment, beaver, nutria, rats and others that impact the storm system	City	City	District	
Utility Locates	City	City	District	
Repairs, replacements, reconstruction, rehabilitation, CIP construction and improvements	City	District	City	This row is effective July 1, 2008 through June 30, 2009****
B. District Wide Program				
Regional surface treatment or control facilities where the treatment area is 1 acre or larger	District	District	District	
Roadside ditches and piping system maintenance in County Roads	District through County funding	District through County funding	District through County funding	
Compilation of TV reports and system-wide evaluation	District	District	District	

IV. ENGINEERING, INSPECTION, AND SUPPORT ELEMENTS	Inside City, and Inside "Areas of Assigned Service Responsibility"	Outside City, and Inside "Areas of Assigned Service Responsibility"	Inside City, and Outside "Areas of Assigned Service Responsibility"	
A. Local Program				
Maintaining local GIS information	City	District	City	
Maintaining local system mapping	City	District	City	
Maintaining Engineering records of systems	City	District	City	
MMIS	City	City	District	
Service Provider Letter Pre-screening	District	District	City	
Service Provider Letters Issuance	District	District	City	
Development Process (development review, plan review, land use)	City	District	City	
Sanitary Sewer connection permit issuance	City	District	City	
SWM connection permit issuance	City	District	City	
Erosion control permit issuance	City	District	City	
1200C Permit	City	District	City	
Inspection of developer projects and new construction	City	District	City	
Erosion control inspection	District	District	City	
Post construction TV	City	District	City	
1-year warranty TV	City	District	City	
Fat, Oil and Grease Program	District	District	City	
Preparing and revising local sanitary sewer masterplans	City	District	City	
Preparing and revising local SWM masterplans	City	District	City	
Formation and Administration of LID's	City	District	City	
Cross connection investigation and response	City	City	District	
Inspection of Private Facilities	City	District	City	
Fixture Counting	City	District	City	
Billing and collection of monthly service charges	City	District	City	
Response to customer billing inquiries	City	District	City	
B. District Wide Program				
Industrial Waste Program	District	District	District	
Maintaining system-wide GIS and mapping	District	District	District	
Preparing and maintaining system-wide storm and sanitary masterplans	District	District	District	
Public information, newsletters, etc., for SWM and Sanitary programs**	District	District	District	
Flow Monitoring	District	District	District	
Sanitary sewer connection permit issuance authorization	District	District	District	
SWM connection permit issuance authorization	District	District	District	
Notes				
1. Where "District **" is shown, this does not preclude a City funding a project with its own source of funds and also does not limit the ability for District and City to agree as to who actually performs the work.				
2. ** "Public Information" is the overall ad and public information campaigns (TV, radio, brochures, etc.) and does not include the activities related to local projects and local maintenance which are a part of those activities				
***Scheduled to be finalized and adopted by governing bodies by December 31, 2008, to reflect local and District Wide funding.				
****Scheduled to be reviewed with changes adopted by governing bodies during fiscal year 2009.				

MEETING DATE: Monday, June 9, 2008

WORK SESSION ITEMS

PowerPoint?

1. CWS Agreement / IGA (Eng)
2. Demolition Criteria – Historic Regs

PRESENTATIONS / ANNOUNCEMENTS / SPECIAL REPORTS

PowerPoint?

1. Tualatin Youth Advisory Council - Council Recognition
- 2.

CONSENT CALENDAR ITEMS

1. Resolution - Authorization to adjust management compensation plan (*Admin*)
2. Resolution Certifying Municipal Services (*Finance*)
3. Resolution Award of Bid Killarney Lane Sewer (*Eng*)
4. Resolution Du Jour Bond CURD (TDC)
5. Resolution Du Jour Bond LTIP (TDC)
6. Crawfish Festival Approval
7. Resolution approving IGA amendment with CWS
8. Resolution Adopting a Citywide Records Request Policy

PUBLIC HEARINGS – Legislative, Other, Quasi-Judicial

PowerPoint?

1. PTA-08-03 Historic Regulations (**Legislative**) (*Comm. Dev*)
2. Public Hearing - Consider a Resolution Declaring City's Election to Receive State Revenue Sharing Funds During Fiscal Year 2008-09 (**Other**) (*Finance*)
3. Supplemental Budget Hearing / Reso Transfer of Appropriations (*Finance*)

GENERAL BUSINESS ITEMS (not consent)

PowerPoint?

1. Crawfish Festival Approval / Update
2. Bond Measure Ad Hoc Committee – Feasibility Study Report (*Comm Svcs*)
3. Update on I-5/99W Connector – Open Houses June 24, 25, 26
4. Development Agreement City of Tualatin/Trammell Crow Residential (*Comm. Dev*)
5. Ordinance (**or Resolution?**) – Bancroft Bonding Killarney Lane - **tentative**
6. Ordinance – PTA-08-01 Freeway Oriented Sign Regulations Phase I
7. Ordinance – PMA-08-02 Institutional Zoning/B Level Reservoir Norwood Road

EXECUTIVE SESSION ITEMS

- 1.

MEETING DATE: Monday, June 23, 2008

WORK SESSION ITEMS

PowerPoint?

1. Municipal Court discussion (*Legal*) - 30 min

2. Emergency Preparedness Discussion (*Operations*) - 30 min

3. Rental Housing Standards discussion - 30 min

- 4.

- 5.

PRESENTATIONS / ANNOUNCEMENTS / SPECIAL REPORTS

PowerPoint?

1. Chamber of Commerce Update

- 2.

- 3.

CONSENT CALENDAR ITEMS

1. 108th Avenue: Blake / Marilyn Bid Award (*Eng*)

2. Resolution – IGA w/TriMet on Shelter Maintenance (*Comm. Dev*)

3. Resolution setting water rates for FY 08/09 budget

4. Resolution setting sewer rates for FY 08/09 budget

PUBLIC HEARINGS – Legislative, Other, Quasi-Judicial

PowerPoint?

1. Public Hearing to Adopting FY 08/09 Budget (*Other*)

- 2.

- 3.

GENERAL BUSINESS ITEMS (not consent)

PowerPoint?

1. Ordinance – Rental Housing Standards - *tentative* (*Legal*)

2. Library Policies (*Comm Svcs*)

- 4.

EXECUTIVE SESSION ITEMS

1. City Manager's Annual Performance Evaluation

MEETING DATE: Monday, July 14, 2008

WORK SESSION ITEMS

PowerPoint?

1. Bond Measure Update (?)
2. Briefing Flood Plain Regulations (*Engineering/Planning*)
3. Transportation Policy / Funding Discussion (*Eng*)
- 4.
- 5.

PRESENTATIONS / ANNOUNCEMENTS / SPECIAL REPORTS

PowerPoint?

1. Youth Advisory Council Update
- 2.
- 3.

CONSENT CALENDAR ITEMS

- 1.
- 2.
- 3.
- 4.

PUBLIC HEARINGS – Legislative, Other, Quasi-Judicial

PowerPoint?

1. PTA-08-02 Floodplain Regulations (**Legislative**) (*Engineering/Planning*)
2. CUP-08-02 Mutual Materials (**Quasi**) (*Comm Dev*)
- 3.

GENERAL BUSINESS ITEMS (not consent)

PowerPoint?

1. Tualatin Tomorrow VIC Annual Report (*Comm. Dev*)
- 2.
- 3.
- 4.

EXECUTIVE SESSION ITEMS

- 1.

WORK SESSION ITEMS

PowerPoint?

1. _____
2. _____
3. _____
4. _____
5. _____

PRESENTATIONS / ANNOUNCEMENTS / SPECIAL REPORTS

PowerPoint?

1. Chamber of Commerce Update
2. _____
3. _____

CONSENT CALENDAR ITEMS

1. _____
2. _____
3. _____
4. _____

PUBLIC HEARINGS – Legislative, Other, Quasi-Judicial

PowerPoint?

1. _____
2. _____
3. _____

GENERAL BUSINESS ITEMS (not consent)

PowerPoint?

1. _____
2. _____
3. _____
4. _____

EXECUTIVE SESSION ITEMS

1. _____

WORK SESSION ITEMS

PowerPoint?

1. _____

2. _____

3. _____

4. _____

5. _____

PRESENTATIONS / ANNOUNCEMENTS / SPECIAL REPORTS

PowerPoint?

1. Tualatin Youth Advisory Council Update

2. _____

3. _____

CONSENT CALENDAR ITEMS

1. _____

2. _____

3. _____

4. _____

PUBLIC HEARINGS – Legislative, Other, Quasi-Judicial

PowerPoint?

1. _____

2. _____

3. _____

GENERAL BUSINESS ITEMS (not consent)

PowerPoint?

1. _____

2. _____

3. _____

4. _____

EXECUTIVE SESSION ITEMS

1. _____

MEETING DATE: Monday, August 25, 2008

WORK SESSION ITEMS

PowerPoint?

1. _____

2. _____

3. _____

4. _____

5. _____

PRESENTATIONS / ANNOUNCEMENTS / SPECIAL REPORTS

PowerPoint?

1. Chamber of Commerce Update

2. _____

3. _____

CONSENT CALENDAR ITEMS

1. _____

2. _____

3. _____

4. _____

PUBLIC HEARINGS – Legislative, Other, Quasi-Judicial

PowerPoint?

1. M37-06-01 ZIAN Limited Partnership cont. from 2/25/08 (**Other**) (Comm. Dev)

2. _____

3. _____

GENERAL BUSINESS ITEMS (not consent)

PowerPoint?

1. _____

2. _____

3. _____

4. _____

5. _____

EXECUTIVE SESSION ITEMS

1. _____

June

<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
1 Summer Reading Begins!	2 6:30p – Budget Committee Meeting	3	4 9:00 Seismic Slam 08 – Emergency Exer @ OPS 1:15p Tualatin Historical Soc 5:30p Chamber Alive After Five, Urban Bead 19297 SW Martinazzi AV 6:30pm – Budget Committee (if necessary)	5 Eng/Bldg & Comm Dev Move back to City Ctr OFFICES CLOSED	6 7:30a Chamber Networking AM, Tualatin School House Food Pantry, 19945 SW Boones Ferry Road Eng/Bldg & Comm Dev Move back to City Ctr OFFICES CLOSED	7
8	9 5:00p Work Session 7:00p Council/TDC Mtg	10	11 6:30p Tualatin Tomorrow VIC Steering Committee Meeting, Council Chambers 7:30p Vision Implementation Committee	12 7:00p TPAC	13 12pm Library closed for move 1 – 3 pm Teen Extravaganza in Community Park	14 12pm-5:30pm Library open
15 12pm-5:30pm Library open	16 12:30pm-8:30pm Library open	17 12:30pm-8:30pm Library open 7pm Summer Reading Event on the Commons "Recess Monkey Music for Kids"	18 12:30pm-8:30pm Library open 7:00p ARB (if necessary)	19 12pm Friends of Library Mtg. @ Heritage Center 12:30pm-8:30pm Library open	20 Library Closes until reopening on 7-14-08	21
22	23 5:00p Work Session 7:00p Council/TDC Mtg	24 7:30pm Summer Reading Event on the Commons "Border Collies" Time & Place TBD: 1-5 to 99W Connector Open House	25 Time & Place TBD: 1-5 to 99W Connector Open House 7:00p ARB (if necessary)	26 Time & Place TBD: 1-5 to 99W Connector Open House 11:30a Chamber Luncheon @ Country Club	27	28
29	30					

2008

July

<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
		1 7pm Summer Reading Event on the Commons "Tater A. Peel the Clown"	2 1:15p Tualatin Historical Soc	3	4 Independence Day Holiday CITY OFFICES CLOSED	5
6	7	8 7pm Summer Reading Event on the Commons "Penny's Puppet Show"	9 7:00p ARB (if necessary)	10	11	12
13	14 10am Library Opens 5:00p Work Session 7:00p Council/TDC Mtg	15 7pm Summer Reading Event on the Commons "Victor Johnson Music for Kids"	16 6:30p Tualatin Tomorrow VIC Steering Committee Meeting, Council Chambers	17	18	19
20	21	22 7pm Summer Reading Event on the Commons "Omar Vargas"	23 7:00p ARB (if necessary)	24 7:00p Urban Renewal Advisory Committee Meeting 11:30a Chamber Luncheon @ Country Club	25	26
27 10am-3pm pm Summer Reading Event on the Commons "Chalk it Up" with Artist Daniel Wood	28 5:00p Work Session 7:00p Council/TDC Mtg	29 7pm Summer Reading Event on the Commons "Magic Show by Jay Frasier"	30 7:00p ARB (if necessary)	31 10am-3pm pm Summer Reading Event @ Heritage Ctr "Hay Caramba"		

2008

August

<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
					1	2
3	4	5 7pm Summer Reading Event on the Commons "Juggling w/ Tom Question" 6:00p National Night Out Police Dept. in Neighborhoods	6 1:15p Tuatain Historical Soc 6:30p Tuatain Tomorrow VIC Steering Committee Meeting, Council Chambers	7	8	9
10	11 5:00p Work Session 7:00p Council/TDC Mitg	12 7pm Summer Reading Finale Event on the Commons "Creature Feature"	13 7:00p ARB (if necessary)	14	15	16
17	18	19	20 12:00p Core Area Parking District Board, Council Chambers 7:00p ARB (if necessary)	21	22	23
24	25 5:00p Work Session 7:00p Council/TDC Mitg	26	27 7:00p ARB (if necessary)	28 11:30a Chamber Luncheon @ Country Club	29	30
31						

2008