



City of Tualatin

TUALATIN CITY COUNCIL

Monday, February 23, 2015

JUANITA POHL CENTER

8513 SW Tualatin Road

Tualatin, OR 97062

WORK SESSION begins at 5:00 p.m.

BUSINESS MEETING begins at 7:00 p.m.

Mayor Lou Ogden

Council President Monique Beikman

Councilor Wade Brooksby

Councilor Frank Bubenik

Councilor Joelle Davis

Councilor Nancy Grimes

Councilor Ed Truax

Welcome! By your presence in the City Council Chambers, you are participating in the process of representative government. To encourage that participation, the City Council has specified a time for your comments on its agenda, following Announcements, at which time citizens may address the Council concerning any item not on the agenda or to request to have an item removed from the consent agenda. If you wish to speak on a item already on the agenda, comment will be taken during that item. Please fill out a Speaker Request Form and submit it to the Recording Secretary. You will be called forward during the appropriate time; each speaker will be limited to three minutes, unless the time limit is extended by the Mayor with the consent of the Council.

Copies of staff reports or other written documentation relating to each item of business referred to on this agenda are available for review on the City website at www.tualatinoregon.gov/meetings, the Library located at 18878 SW Martinazzi Avenue, and on file in the Office of the City Manager for public inspection. Any person with a question concerning any agenda item may call Administration at 503.691.3011 to make an inquiry concerning the nature of the item described on the agenda.

In compliance with the Americans With Disabilities Act, if you need special assistance to participate in this meeting, you should contact Administration at 503.691.3011. Notification thirty-six (36) hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to this meeting.

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

Your City government welcomes your interest and hopes you will attend the City of Tualatin Council meetings often.

PROCESS FOR LEGISLATIVE PUBLIC HEARINGS

A **legislative** public hearing is typically held on matters which affect the general welfare of the entire City rather than a specific piece of property.

1. Mayor opens the public hearing and identifies the subject.
2. A staff member presents the staff report.
3. Public testimony is taken.
4. Council then asks questions of staff, the applicant, or any member of the public who testified.
5. When the Council has finished questions, the Mayor closes the public hearing.
6. When the public hearing is closed, Council will then deliberate to a decision and a motion will be made to either *approve*, *deny*, or *continue* the public hearing.

PROCESS FOR QUASI-JUDICIAL PUBLIC HEARINGS

A **quasi-judicial** public hearing is typically held for annexations, planning district changes, conditional use permits, comprehensive plan changes, and appeals from subdivisions, partitions and architectural review.

1. Mayor opens the public hearing and identifies the case to be considered.
2. A staff member presents the staff report.
3. Public testimony is taken:
 - a) In support of the application
 - b) In opposition or neutral
4. Council then asks questions of staff, the applicant, or any member of the public who testified.
5. When Council has finished its questions, the Mayor closes the public hearing.
6. When the public hearing is closed, Council will then deliberate to a decision and a motion will be made to either *approve*, *approve with conditions*, or *deny the application*, or *continue* the public hearing.

TIME LIMITS FOR PUBLIC HEARINGS

The purpose of time limits on public hearing testimony is to provide all interested persons with an adequate opportunity to present and respond to testimony. All persons providing testimony **shall be limited to 3 minutes**, subject to the right of the Mayor to amend or waive the time limits.

EXECUTIVE SESSION INFORMATION

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

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



A. CALL TO ORDER
Pledge of Allegiance

B. ANNOUNCEMENTS

1. Proclamation Declaring February 23-27, 2015 as Future Business Leaders of America Week
2. Employee of the Year Proclamation

C. SPECIAL REPORTS

1. Tualatin Tomorrow Annual Progress Report

D. CITIZEN COMMENTS

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

E. CONSENT AGENDA

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

1. Consideration of Approval of the Minutes for the City Council Work Session and Regular Meeting of February 9, 2015
2. Consideration of Recommendations from the Council Committee on Advisory Appointments
3. Consideration of **Resolution No. 5215-14** Authorizing the City Manager to Execute a Revocable Permit to Allow Retaining Walls and Landscaping over Public Stormwater and Sanitary Sewer Easements at 22300 SW 106th Avenue
4. Consideration of **Resolution No. 5227-15** Authorizing the City Manager to Execute an Intergovernmental Agreement with the City of Portland to Participate in the Regional Justice Information Network

5. Consideration of Approval of a New Liquor License Application for Sushi Hana 9

6. Consideration of Approval of Liquor License Renewals for 2015

F. ITEMS REMOVED FROM CONSENT AGENDA

Items removed from the Consent Agenda will be discussed individually at this time. The Mayor may impose a time limit on speakers addressing these issues.

G. COMMUNICATIONS FROM COUNCILORS

H. ADJOURNMENT

City Council Meeting

Meeting Date: 02/23/2015

ANNOUNCEMENTS: Proclamation Declaring February 23-27, 2015 as Future Business Leaders of America Week

ANNOUNCEMENTS

Proclamation Declaring February 23-27, 2015 as Future Business Leaders of America Week

Proclamation

Proclamation

Proclamation Declaring February 23-27, 2015 Future Business Leaders of America Week

WHEREAS, Future Business Leaders of America (FBLA) is a nonprofit educational organization whose first chapter was established in Johnson City, Tennessee in 1942 and has grown to encompass over 250,000 members nationwide; and

WHEREAS, FBLA promotes high school students to experience the world of business through the key pillars of service, education and progress that reflect the social, professional, and community service experience provided; and

WHEREAS, FBLA helps develop vocational and career supportive competencies and promotes civic and personal responsibility; and

WHEREAS, the Tualatin High School FBLA club is the largest club at Tualatin High School and is one of the largest FBLA clubs in the state of Oregon; and

WHEREAS the Tualatin High School FBLA members attend the State Business Leadership Conference, bringing home the past four Chapter of the Year awards as a testament to superior community involvement and participation of members in competitions and business activities; and

WHEREAS recent community service has included raising close to \$1,000 for March of Dimes for Doernbecher's Children's Hospital, designing a campus-wide food drive to provide a complete Thanksgiving meal for 12 families in Tualatin High School, and moderated the Mayoral/Councilman debate; and

WHEREAS, members of the Tualatin High School FBLA club have received national attention through the years by placing in the top ten for their business competitions in the National Leadership Conference.

NOW, THEREFORE, BE IT PROCLAIMED BY THE CITY COUNCIL OF THE CITY OF TUALATIN, Oregon that: the Tualatin High School Future Business Leaders of America club is commended on their achievements, service, and community involvement and that the week of February 23 – 27, 2015 is declared FUTURE BUSINESS LEADERS OF AMERICAN Week.

INTRODUCED AND ADOPTED this 23rd day of February, 2015.

CITY OF TUALATIN, OREGON

BY _____
Mayor

ATTEST:

BY _____
City Recorder

City Council Meeting

Meeting Date: 02/23/2015

ANNOUNCEMENTS: Employee of the Year Proclamation

ANNOUNCEMENTS

Employee of the Year Proclamation

Proclamation

Proclamation

Proclamation Declaring Matt Warner as Tualatin's "2014 Employee of the Year"

WHEREAS, the Employee of the Year program is designed to recognize the work and actions which bring credit to the City and improve our ability to deliver excellent service to Tualatin's customers; and

WHEREAS, Matt Warner was selected as Tualatin's 2014 Employee of the Year by the Employee Engagement Krew (EEK!); and

WHEREAS, Matt Warner was hired on September 4, 2012 as Accounting Supervisor in the Finance Department, responsible for supervision of all accounting functions as well as utility billing, reception and passports; and

WHEREAS Matt has been instrumental in the conversion of the City's financial software package; working tirelessly on data conversion and system configuration and ensuring increased functionality for employees and the public. Matt's work has been consistently called out by those he has worked with as exceptional and a key reason the conversion process has been better than expected; and

WHEREAS Matt has a great way of providing co-workers with suggestions of ways to improve workflow and coordination in such a positive manner that it is appreciated and strongly considered; his approach to teamwork is so respectful that staff clamor to work with him on projects; he handles stress with grace, calm and humor; and

WHEREAS Matt has a positive, "can do" attitude and willingness to step in and do whatever it takes to get to a solution; and

WHEREAS, Matt demonstrates Tualatin's core values of TEAMWORK, RESPECT, ONE CITY, EMPOWERMENT, PROBLEM SOLVING, CUSTOMER SERVICE and being NON-BUREAUCRATIC in a multitude of ways every day.

NOW, THEREFORE, BE IT PROCLAIMED BY THE CITY COUNCIL OF THE CITY OF TUALATIN, Oregon that: Matt Warner is named the "2014 City of Tualatin Employee of the Year.

INTRODUCED AND ADOPTED this 23rd day of February, 2015.

CITY OF TUALATIN, OREGON

BY _____
Mayor

ATTEST:

BY _____
City Recorder

City Council Meeting**Meeting Date:** 02/23/2015**SPECIAL** Tualatin Tomorrow Annual Progress Report
REPORTS:

SPECIAL REPORTS

Tualatin Tomorrow Annual Progress Report

SUMMARY

The City Council adopted the Tualatin Tomorrow Vision Plan in February 2014, and in less than a year, Tualatin's community partners have initiated or completed 73 of the 100 actions proposed for implementation over the next five years. This Annual Progress Report will share some of the implementation highlights of the Tualatin Tomorrow Vision Plan.

[2015 Tualatin Tomorrow Annual Progress Report](#)
[PowerPoint](#)



2015

TUALATIN TOMORROW

ANNUAL PROGRESS REPORT



LETTER FROM THE CHAIR

February 13, 2015

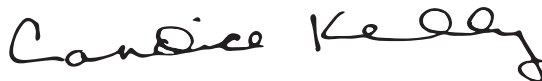
Dear Mayor Ogden and Members of the Tualatin City Council,

It is my pleasure to present the first Tualatin Tomorrow Annual Progress Report since completing the year-five Action Plan update. In less than a year, our community partners have initiated or completed 73 of the 100 actions proposed for implementation over the next five years.

A number of those successes, from increased public access to the Tualatin River to a new economic development strategy, are highlighted in the pages that follow. We have also included an overview of Tualatin Tomorrow for readers who may be new to our visioning project, and outlined some of the activities we've undertaken to keep it moving forward this past year.

On behalf of the Tualatin Tomorrow Advisory Committee, I want to thank the Council for your continued support of our community visioning program. We look forward to connecting with you and our other community partners in 2015 as we continue our work on the Vision.

Sincerely,



Candice Kelly, Chair
Tualatin Tomorrow Advisory Committee



ABOUT TUALATIN TOMORROW

The *Tualatin Tomorrow Vision and Action Plan* was originally adopted in 2007 following a two-year public engagement and planning campaign. In the past seven years, more than 100 community-identified priorities were implemented by the City and partner organizations, including:

- *South Tualatin Conceptual Plan*
- *Street Tree Program and Standards*
- *City Website Enhancement*
- *Neighborhood Associations Network*
- *Tualatin Emergency Shelter*
- *Senior Center Program Expansion*
- *Tualatin River National Wildlife Refuge Expansion*
- *Tualatin River Canoe Trail*
- *Tualatin River Bike and Pedestrian Path*
- *Summer Arts Festival*
- *School Inventory and Gap Analysis*

As part of its promise to maintain a “living” action plan, the Tualatin Tomorrow Advisory Committee (TTAC) completed a plan update in 2013. Through forums, online surveys, work groups and other outreach activities, more than 1,000 people shared their suggestions and priorities for Tualatin’s future. Four “theme teams” were convened to sort through ideas and develop a new round of actions to advance the community vision plan. In early 2014, the City Council adopted the updated Action Plan which provides a 100-action road map for tackling community goals in the following areas:

- *Fostering Shared Sense of Place and Community Identity*
- *Creating Activities and Attractions for All Ages*
- *Sustaining Quality Community Services*
- *Enhancing Mobility*
- *Promoting Environmental Sustainability*
- *Ensuring Community Health and Safety*
- *Creating Economic Opportunity*
- *Advancing Education and Learning Opportunities*

The TTAC continues to oversee and facilitate implementation progress by convening and coordinating with vision partners and provides periodic updates to the community through newsletters and an Annual Progress Report. The Vision Action Plan is available online at www.tualatintomorrow.org or in hard copy by visiting Tualatin City Hall.

2014 ACTIVITIES SUMMARY

The Tualatin Tomorrow Advisory Committee (TTAC) undertook the following activities in 2014:

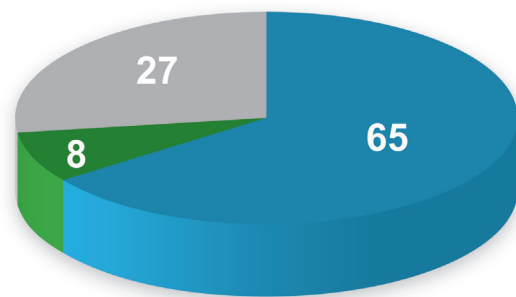
- **Partner Recruitment** – community organizations were identified and recruited to serve as implementation leads
- **TTAC Meetings** – the TTAC met monthly to plan and coordinate vision implementation, partner outreach and other logistics
- **Partner Events** – TTAC hosted two events to facilitate partner interaction and information-sharing
- **Partner Survey** – TTAC surveyed lead partners to ascertain implementation progress, and identify highlights and challenges requiring follow-up assistance

Tualatin Tomorrow Advisory Committee

Chair Candice Kelly
 Vice-Chair Adam Butts
 Councilor Frank Bubenik
 John Bartholomew
 Ed Casey
 Diana Emami
 Larry McClure
 Linda Moholt
 Bethany Wurtz
 Jill Zurschmeide

OVERALL PROGRESS

In February 2014, the Tualatin City Council adopted an updated Vision Action Plan with 100 proposed actions. One year later, 65 of those actions are underway, 8 are implemented and 27 are not yet started. Implementation is planned on a staggered timeline, with some actions scheduled to begin in the year 1-2 timeframe, others on a 3-5 year timeline and others – typically those requiring intense capital outlays, scheduled to begin in year 6 or beyond. Some of the many actions underway within the various vision focus areas are highlighted below.



■ Underway ■ Implemented ■ Not Started

PHYSICAL & SOCIAL CONNECTIVITY

» FOSTERING SHARED SENSE OF PLACE AND COMMUNITY IDENTITY

Actions 1.1 – 4.5



(Action 2.3) Retail Activity Centers

Many Tualatin citizens asked for expanded retail and entertainment options during visioning outreach – and here it comes! With the opening of Nyberg Rivers shopping center, Tualatin is now home to new Cabela's, Home Goods and New Seasons stores, and three new restaurants are slated to open in 2015. Other projects underway include an LA Fitness Gym and 7,000 sf of new retail space at Hedges Business Park (112th Avenue).



(Action 3.1) Neighborhood Connections

Citizen Involvement Organizations (CIOs) continue to engage residents in a variety of community affairs. The Ibach CIO recently held drop-in events at Ibach Park to facilitate interaction between voters and Mayoral candidates, and is planning additional engagement around important community topics including the most effective way to improve civic facilities.



(Action 4.3) Youth Engagement and Empowerment

The City's Youth Advisory Council continues to contribute actively in this area through giving monthly presentations to City Council on issues that affect youth in the community, hosting seasonal activities for youth and participating in the National League of Cities conference. In addition, the City also has an active Teen Library Group which coordinates and runs programs for teens and elementary-aged children at the library.

PHYSICAL & SOCIAL CONNECTIVITY

» CREATING ACTIVITIES AND ATTRACTIONS FOR ALL AGES

Actions 5.1 – 6.5



(Action 5.2) Sports and Recreation Activities

In 2014, participation in the Tualatin Kids' TRYathlon increased significantly and enrollment in summer adventure camps doubled. Senior services at the Juanita Pohl Center were expanded to include increased access to physical activity through the Silver Sneakers and Silver and Fit programs as well as a Tai Chi class offered in partnership with the Oregon Research Institute.

(Action 5.3/5.4) Sports and Recreation Venues/Tournaments

While long-range decisions about recreation facilities and programs will be determined as part of the Parks Master Plan update in 2015, the City has continued to add near-term upgrades including – in response to community input during the visioning process – offering free Pickleball classes, adding Pickleball stripes on existing tennis courts and even hosting the first-ever Tualatin Pickleball Tournament in summer 2014 in partnership with the Tualatin Pickleball Club.



(Action 6.4) Expanded Theater Performances

In 2014, Mask and Mirror Community Theater expanded summer outdoor programming to include musical performances at local high schools, and discussions are now underway with the Tigard-Tualatin School District for a summer musical to be produced at Tualatin High School involving students (elementary through high school) and Tualatin community members (adults).

(Action 6.5) River Access

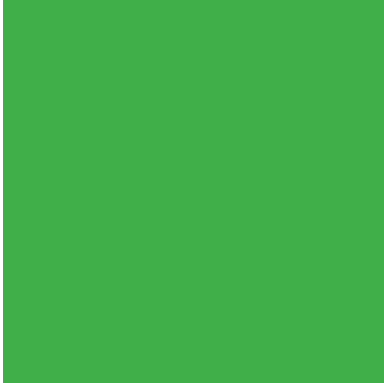
Through a successful concession agreement with Alder Creek Kayak and Canoe, 2014 saw an increase in use of the river at Brown's Ferry Park. Kayak and canoe rentals, as well as water-themed summer camps through the Tualatin Riverkeepers, provide more access to fun, active recreation. In 2015, two new segments of the Tualatin River Greenway Trail (under I-5 and adjacent to River Ridge Apartments) will be constructed and further improve river viewing access.



PHYSICAL & SOCIAL CONNECTIVITY

» SUSTAINING QUALITY COMMUNITY SERVICES

Actions 7.1 – 8.5



(Action 7.3) Service Organization Inventory

The City now hosts a community resources page and links pages on its main website. In addition to providing contact information for transportation, legal, shelter, employment assistance and other services, the page connects to a resource catalogue maintained by the Tigard-Tualatin School District. Information is available in English and Spanish (<http://www.tualatinoregon.gov/community/community-resources>).



(Action 8.5) Community Participation in Government

The City of Tualatin Volunteer Services program promotes and coordinates a variety of engagement opportunities in volunteer activities and City advisory boards. In 2014, the scope of those promotional activities was expanded through use of the City Newsletter and website, in addition to e-mail, flyers and other traditional methods.

PHYSICAL & SOCIAL CONNECTIVITY

» ENHANCING MOBILITY

Actions 9.1 – 10.4



(Action 9.4) Transit Access

Under Tri-Met’s draft Southwest Service Enhancement Plan, Tualatin could benefit from more frequent service and two new service lines with better connections to transit centers and employment sites. The City continues to advocate for improved service and cost-effective improvement strategies.



(Action 9.5) Traffic Reduction

Traffic reduction is an ongoing challenge, requiring collaboration by many partners on many levels. But, in 2014, the City achieved one small victory by improving signal timing on Tualatin-Sherwood Road. As a result, access time from Teton to I-5 has decreased by 14%.



(Action 10.3/10.4) Sidewalk Network/Neighborhood Traffic Safety

Completing and repairing the City’s sidewalk network is also an ongoing endeavor. In 2014, the City completed sidewalk installation on the north side of SW Pacific Drive, budgeted for sidewalks improvements along SW Borland Road and initiated analysis for future sidewalk improvements on the west side of Boones Ferry Road near the high school. The City also completed pedestrian and bicycle safety improvements along 105th and 108th in 2014.

COMMUNITY HEALTH AND WEALTH

» PROMOTING ENVIRONMENTAL SUSTAINABILITY

Actions 11.1 – 12.7



(Action 11.3/12.5) Non-Invasive Tree and Plant Promotion/ Tree-for-All Program

Clean Water Services (CWS) has been working closely with the City of Tualatin, The Wetlands Conservancy, developers and other stakeholders to promote native plants and remove invasive non-natives. City and CWS staffs work to educate owners of privately-owned water quality facilities to ensure native plants are installed and properly maintained to remove pollution from runoff. Meanwhile, the City's Putting Down Roots in Tualatin campaign has expanded tree-planting participation opportunities to families and civic groups.

(Action 12.6) Wetland and Riparian Clean-up Projects

The Wetlands Conservancy (TWC) hosted multiple events where individuals and groups helped with invasive species removal, trash pick-up and native planting on wetland sites. Through these programs, TWC has also encouraged stewardship of natural areas and sustainability. TWC is implementing new citizen science projects at Nyberg and Hedges Creek wetlands and will be involving businesses and schools with data collection and related restoration projects.



COMMUNITY HEALTH AND WEALTH

» ENSURING COMMUNITY HEALTH AND SAFETY

Actions 13.1 – 14.4



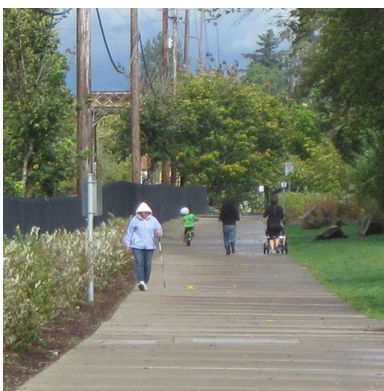
(Action 13.8) Community Gardens

Neighbors Nourishing Community (NNC) now offers free healthy cooking and food preservations classes and is looking to expand those offerings through a partnership with the Juanita Pohl Center. NNC also provides produce for seniors through the Meals on Wheels program and donated 1,100 lbs of organic produce to low-income families while assisting 27 other families produce their own healthy gardens.



(Action 14.1/14.2) Drug and Gang Enforcement/ School Resource Officer Program

In early 2014, the Tualatin Police Department purchased its first Drug Detection Canine (Zoey!) and identified a member of the force to serve as liaison to the Washington County Interagency Gang Enforcement Team. The Police Department also renewed its agreement with the Tigard-Tualatin School District to maintain three School Resource Officer positions.



(Action 14.3) Trail Safety

In response to the community's request for additional security on trails, Tualatin Police have acquired several bicycles and trained officers to conduct bike patrols. The Department has also budgeted for an all-weather vehicle that can access trails in emergency situations.

COMMUNITY HEALTH AND WEALTH

» CREATING ECONOMIC OPPORTUNITY

Actions 15.1 – 16.5



(Action 15.4) Housing Options

The City's Architectural Board approved a new multi-family development located along Highway 99W. The new structure will provide 180 units and stimulate construction of another Tualatin River Greenway project. The Planning Department is also coordinating with the City of Wilsonville to ensure Basalt Creek offers a range of housing choices, from multi-family to single-family mid- and large-lot homes.



(Action 15.5/15.6) Local Business Support/Business Services Point of Entry

Through its new Economic Development Program, the City now provides proactive assistance to local businesses from facilitating permitting to accessing assistance programs and resolving service issues. Those efforts are complemented by the Tualatin Chamber through its Ambassador Program that provides small business advocacy and promoted information-sharing.



(Action 16.1) Economic Development Partnership

The City of Tualatin continues to build economic development partnerships. In 2014, the City worked with Greater Portland, Inc. and Business Oregon to submit ten business recruitment proposals, and coordinated with real estate brokers to provide prospective business investor city tours. The City and Chamber of Commerce also launched a business retention and expansion program and visited over 50 local companies to provide business expansion assistance.

COMMUNITY HEALTH AND WEALTH

» ADVANCING EDUCATION AND LEARNING OPPORTUNITIES

Actions 17.1 – 18.6



(Action 17.5) After-School Programming

The Tualatin Library now offers multiple after-school programs for children and teens during fall, winter and spring. Programs include: craft activities for elementary-aged children, a book club for Oregon Battle of the Books participants, Improvisation for Teens, anime/manga discussion for teens, weekly one-on-one homework help and weekly teen gaming.



(Action 17.6) Post K-12 Education

Through a formal partnership with PCC, residents can now enroll in regular PCC courses hosted at the Library. The Library is also implementing computer classes for older adults at the Juanita Pohl Center and offers additional lifelong learning and enrichment opportunities including: citizenship classes (via Mission: Citizen), American Sign Language class (via PSU), monthly discussions about writing and publishing (via NW Writers and Publishers Association), and one-on-one technology tutoring.



(Action 18.1) Business Education for Youth and Entrepreneurs

The Tualatin Chamber and Tigard-Tualatin School District have teamed up to bring local businesses into classrooms to meet with students. These informational sessions introduce students to the types of employment opportunities that exist locally, as well as the types of skills and abilities required to succeed in the workforce. The Chamber is also involved in a new STEM South Metro Partnership that will expand student access to education and training in the sciences with help from volunteers working in local science and technology trades.

ACKNOWLEDGEMENTS

The Tualatin Tomorrow Advisory Committee is grateful to the following implementation partners who continually work to bring our community vision to life:

- City of Tualatin
- Clackamas County
- Clean Water Services
- CLIMB Center for Advancement
- Community Action Organization
- Core Area Parking Board
- Legacy Meridian Park Hospital
- Mask & Mirror Community Theatre
- Metro
- Neighbors Nourishing Community
- Oregon Institute of Technology
- Portland Community College
- Tigard-Tualatin School District
- TriMet
- Tualatin Arts Advisory Committee
- Tualatin Chamber of Commerce
- Tualatin Citizen Involvement Organizations
- Tualatin School House Pantry
- Tualatin Historical Society
- Tualatin Library Foundation
- Tualatin Friends of the Library
- Tualatin Library Advisory Committee
- Tualatin Parks Advisory Committee
- Tualatin Planning Commission
- Tualatin Together
- Tualatin Valley Fire and Rescue
- Vision Action Network
- Washington County
- Wetlands Conservancy
- Willowbrook
- Winona Grange

Project Manager – Sara Singer, Deputy City Manager

Vision Advisor – Jason Robertson, J Robertson and Company

Layout – Michele Neary, Mad Bird Design





**TUALATIN
TOMORROW**

TUALATIN TOMORROW VISION + ACTION PLAN

2015 ANNUAL PROGRESS REPORT

City Council Presentation – February 23, 2015

Tualatin Tomorrow Vision

- **Last year the Council adopted the updated vision which included 100 actions to tackle goals in these areas:**
 - ▣ Fostering Shared Sense of Place and Community Identity
 - ▣ Creating Activities and Attractions for All Ages
 - ▣ Sustaining Quality Community Services
 - ▣ Enhancing Mobility
 - ▣ Promoting Environmental Sustainability
 - ▣ Ensuring Community Health and Safety
 - ▣ Creating Economic Opportunity
 - ▣ Advancing Education and Learning Opportunities

Plan in Summary

- 8 Focus Areas
- 18 Community Goals
- 100 Actions



TUALATIN
TOMORROW

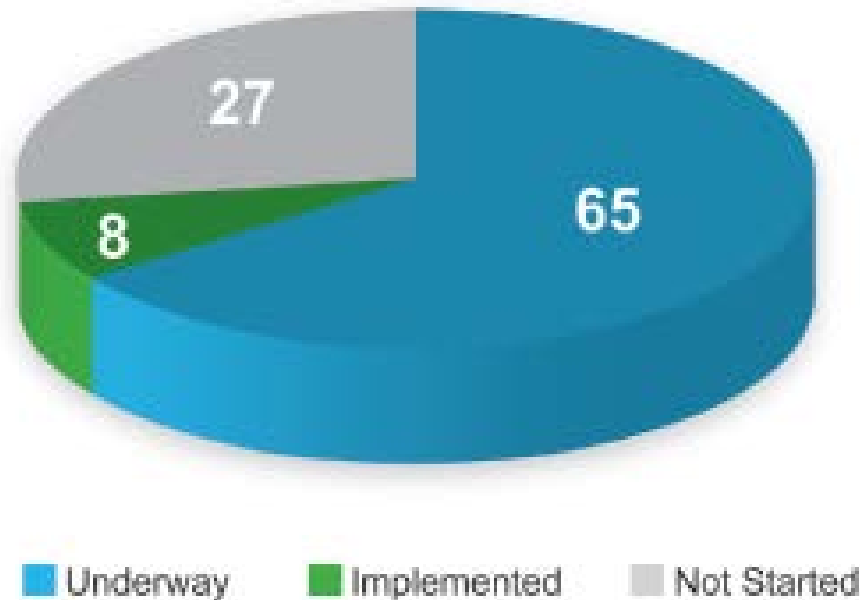
2014 Activities Summary



- Partner Recruitment
- Monthly TTAC Meetings
- Partner Events
- Partner Survey

Overall Progress

- In less than a year, partners have initiated or completed 73 out of 100 actions proposed for implementation over the next five years!



Thanks to the Committee

- Chair Candice Kelly
- Vice-Chair Adam Butts
- Councilor Frank Bubenik
- John Bartholomew
- Ed Casey
- Diana Emami
- Larry McClure
- Linda Moholt
- Bethany Wurtz
- Jill Zurschmeide

Most Importantly...Thanks to the Lead Partners!!

- City of Tualatin
- Washington County
- Clean Water Services
- Legacy Meridian Park Hospital
- Neighbors Nourishing Communities
- Tigard-Tualatin School District
- Tualatin Chamber of Commerce
- TriMet
- Tualatin Citizen Involvement Organizations
- Tualatin Together
- Tualatin Valley Fire & Rescue
- Wetlands Conservancy
- Republic Services
- Mask & Mirror
- Tualatin Farmers Market
- Tualatin Historical Society
- All City Advisory Committees

On the Horizon!

- Partner Recruitment for Increased Community Involvement
- Spring/Summer Partner Event
- Continued Outreach and Education on Partner Activities and Vision Progress

Clean Water Services, Our Partner in Nature



You feel it in your heart: trees, water, nature and wildlife are important. It says so in the Tualatin Tomorrow action plan. "The Tualatin community values its extensive network of trees, wetlands, waterways and other unique habitats."

As the region's water resource management utility, Clean Water Services (CWS) is a dedicated Tualatin Tomorrow partner. Throughout the Tualatin River Watershed, CWS is working with cities, farmers, schools, community groups and natural resource agencies to protect and enhance our river, wetlands and local streams. In the past decade, CWS and partners have planted

millions of native shrubs, trees and wetland plants and restored many miles of stream corridors. Together we are making life easier for fish and wildlife, and creating beautiful natural areas for people to enjoy.

Since the Tree for All program started in 2005, Tualatin volunteers have planted 80,000+ plants, restoring 120 acres along more than two miles of stream. Now Tualatin residents will join the broader Washington County community to plant an ambitious 1 million native trees and shrubs within the Tualatin River Watershed—in a single year. "Put Down Roots in Tualatin" is part of Tree for All and the 1 Million, 1 Year, 1 Water campaign! Plantings are scheduled nearly every weekend between now and April 2015 (jontreforall.org/events).

Ensuring that our communities have safe, clean water takes a lot of science, as well as a healthy watershed. In March, CWS staff taught Sewer Science to 560 Tualatin High School biology students and took them on a tour of the Durham treatment facility, giving them an interactive, real-world connection to the value of water. In 2013-14, we also delivered our award-winning River Rangers program to nearly 300 students at Tualatin, Bridgeport and Byrom Elementary Schools,



teaching them about our watershed, pollution prevention, wildlife habitat protection and wastewater treatment.

CWS aims to protect public health, while enhancing the natural environment. Combining science and nature, we clean water and return it to the Tualatin River, so it can be used again. More than 550,000 customers enjoy clean water and healthy rivers and streams as a result of our innovative water management solutions, drainage management, water quality and stream-enhancement projects, fish habitat protection and more.

To learn more about Clean Water Services and how you can get involved in protecting the Tualatin River and our local streams, visit www.CleanWaterServices.org.



The Wetlands Conservancy: An Important Partner for Our Environment & Community!

The Wetlands Conservancy promotes community and private partnerships to permanently protect and conserve Oregon's Greatest Wetlands. Founded in 1981, The Wetlands Conservancy (TWC) is a non-profit organization working to conserve, protect, and restore Oregon's wetlands. Wetlands play a key role in the health of our local environment and community, being essential to water quality and supporting fish and wildlife. TWC is a Tualatin Tomorrow Partner in helping to create river and wetland cleanup projects that teach sustainability through fun events.

Last spring a beaver dam at our Hedges Creek Preserve was breached by vandals, resulting in water levels dropping by a few feet in the beaver pond above. While examining the breach, we noticed several egg masses were exposed and lying in the drying mud. The egg masses were from the Northwestern Salamander, which had never before been documented on the site. After contacting a local amphibian expert, we decided to survey the whole marsh and found over 60 egg masses. Surprisingly, most were still healthy even after a week of exposure.

Amphibians are a key indicator species. When changes occur to an ecosystem, amphibians are often the first to react. Their thin skin makes them incredibly vulnerable to temperature increases, chemical pollutants, disease, and radiation. This discovery at Hedges Creek encouraged us to consider the interrelationship between beaver dams and amphibian egg masses. In spring 2015 we will conduct more surveys and better document amphibian presence and absence at our preserves, including cataloging the habitat and conditions where they are both found and absent.

In tandem with the amphibian monitoring, we will be conducting extensive water quality surveys. Over the next year, data will be collected at, above and below many of our preserves. We will also be looking beyond the boundaries of the preserves to better understand and assess the role they play in overall watershed health. With these new insights we will set goals for desired future conditions and identify new enhancement and restoration opportunities.



Tualatin Tomorrow Partner Highlight



Tualatin Valley Fire & Rescue (TVF&R) is Oregon's second largest fire department, and is an important community partner with the City of Tualatin. TVF&R is an active partner in the Tualatin Tomorrow Visioning process to ensure a healthy and safe community. They serve and protect over 400,000 citizens within 210 square miles. Their service area includes nine cities, including Tualatin, and portions of three unincorporated counties. TVF&R's mission is to protect our communities from the hazards that threaten individuals and families. This means not only responding to emergencies as they occur, but continually looking for ways to strategically prevent or reduce the effects of emergencies. Fees continue to decrease in number and severity thanks to TVF&R's inspection and public education programs, and modern buildings with improved fire protection systems.

Whether it's a medical incident, fire, hazardous material incident, secure situation, or natural disaster, their firefighters are trained and ready to respond. Tualatin Station 34, located at SW 90th Court provides a unique hub within the system of integrated stations. It houses a fire engine as the primary response unit

as well as the District's hazardous materials response team, water tender units, and one of the District's Car units—a single resource vehicle staffed by a firefighter/paramedic that responds to lower acuity calls. This strategic placement of apparatus allows the District to respond to calls with the right resources at the right time. Additionally, crews from the Tualatin Station actively engage with the community in public education and safety awareness for Tualatin citizens and recently hosted a networking and educational event for the Tualatin Chamber of Commerce to reach Tualatin businesses.

Every TVF&R firefighter is certified as an emergency medical technician (EMT) or paramedic, and with at least one paramedic on every response unit, patients with even the most serious conditions can be stabilized and treated prior to being transported to a hospital.

In January 2013, TVF&R was the first fire department in Oregon to implement PuffAlert—a smartphone app that alerts nearby subscribers to a cardiac arrest in a public place. The District hopes the community can help strengthen the chain of survival by performing hands-only CPR.

For more information about TVF&R programs and services, as well as health and safety tips, visit www.tvfand.com or call 503.949.8077.



Articles have featured partners including Clean Water Services, the Wetlands Conservancy, and TVF&R

Thank You

Council Questions and Comments



STAFF REPORT

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos

FROM: Nicole Morris, Deputy City Recorder

DATE: 02/23/2015

SUBJECT: Consideration of Approval of the Minutes for the City Council Work Session and Regular Meeting of February 9, 2015

ISSUE BEFORE THE COUNCIL:

The issue before the Council is to approve the minutes for the City Council Work Session and Regular Meeting of February 9, 2015.

RECOMMENDATION:

Staff respectfully recommends that the Council adopt the attached minutes.

Attachments: [City Council Work Session Minutes of February 9, 2015](#)
[City Council Meeting Minutes of February 9, 2015](#)



OFFICIAL MINUTES OF TUALATIN CITY COUNCIL WORK SESSION FOR FEBRUARY 9, 2015

Present: Councilor Wade Brooksby; Councilor Frank Bubenik; Councilor Joelle Davis;
Councilor Nancy Grimes; Councilor Ed Truax

Absent: Mayor Lou Ogden; Council President Monique Beikman

Staff Present: City Manager Sherilyn Lombos; City Attorney Sean Brady; Police Chief Kent Barker;
Community Services Director Paul Hennon; Finance Director Don Hudson; Deputy
City Manager Sara Singer; Deputy City Recorder Nicole Morris; Information Services
Manager Lance Harris; Assistant City Manager Alice Cannon; Parks and Recreation
Manager Rich Mueller; Public Works Director Jerry Postema

CALL TO ORDER

Councilor Truax called the meeting to order at 6:02 p.m.

1. Tualatin River Keepers Update.

Mike Skuja, Executive Director of Tualatin Riverkeepers, presented their yearly update. Several education, recreation, and restoration programs were held over the year. Programs included youth summer camps, boat rentals, and a reforestation project along the river. An Urban Forestry Summit was held in November and was a success. The Riverkeepers are now working with college professors to help build awareness around the river and bring citizens together.

2. **City Facilities Study Update.**

Deputy City Manager Sara Singer presented and update on the City Facilities Study. The Civic Facilities Assessment Task Force met and were presented with the initial findings of the assessment and space requirements analysis. Deputy City Manager Singer stated all facts and numbers are preliminary in this report and are still be checked by staff. The facility assessment observations for the Lafky House, Community Services Building, City Offices at Seneca, Information Services, Council Space, City Offices/Library, and the Municipal Court were presented.

Councilor Grimes asked about deed restrictions on some of the properties. City Attorney Brady explained after a preliminary review there are no deed restrictions that would prohibit certain uses. City Manager Lombos noted research is still being conducted to verify there are no additional restrictions; if there are additional findings will be presented at a later date.

Deputy City Manager Singer discussed constraints and restrictions from the assessment. Items included finance and bond restrictions, existing structures not supporting vertical additions, renovations requiring upgrades to current codes,

community park use agreements, and general lack of community meeting spaces.

The staff needs and program assessment was presented. Definitions and area standards were presented as a baseline for the discussion. The current useable area summary was compared with the projected needs useable area summary. Benchmarks such as future population were used to project growth.

Public outreach will occur February thru April. A open house will be held on February 19 were the online forum #TualatinTownHall will be launched. Newsletter articles will drive people to share their ideas and input via the forum. A survey and fact sheet will be distributed. A follow-up open house will be held April 16. Recommendations from the task force will come to Council in May.

City Manager Lombos emphasized numbers presented tonight are still preliminary and staff will be working internally and with outside organizations to finalize the assessment.

Councilor Davis would like to ensure information from other cities is presented at the open house as a comparison of how other new facilities have come together.

Councilor Grimes spoke to the usable area summary. She noted including the library in the space is confusing and should be removed all together for the future needs assessment.

Councilor Grimes asked about the ongoing maintenance plans for current facilities in need of repair. City Manager Lombos stated some upgrades for certain facilities is included in the Capital Improvement Plan.

3. *Tualatin River Greenway Trail Project Update.*

Community Services Director Paul Hennon presented an update on the Tualatin River Greenway Trail Gap Completion project. He stated the project is 75% through the design phase.

Councilor Truax asked about completion of the portion of the trail through the RV Park. Director Hennon explained the owner of the property is planning to complete the trail and is currently working on completing their building applications.

Director Hennon noted there will be four different overlooks to the Tualatin River included in the design of the trail. The trail will include interpretive signage with five different themes. The project is currently scheduled to go to bid in April with construction starting in Summer and Fall of 2015.

Councilor Grimes asked about lighting under the Interstate 5 portion. Director Hennon stated they will be using LED lighting to illuminate the area.

Councilor Davis asked about the potential of finding artifacts as the trail is being constructed. Director Hennon stated based on archeological studies in the area they are not anticipating finding any artifacts but contractors are aware of how to handle such a find.

4. Council Meeting Agenda Review, Communications & Roundtable.

ADJOURNMENT

The work session adjourned at 6:52 p.m.

Sherilyn Lombos, City Manager

_____ / Nicole Morris, Recording Secretary

_____ / Lou Ogden, Mayor



OFFICIAL MINUTES OF THE TUALATIN CITY COUNCIL MEETING FOR FEBRUARY 9, 2015

Present: Councilor Wade Brooksby; Councilor Frank Bubenik; Councilor Joelle Davis;
Councilor Nancy Grimes; Councilor Ed Truax

Absent: Mayor Lou Ogden; Council President Monique Beikman

Staff Present: City Manager Sherilyn Lombos; City Attorney Sean Brady; Police Chief Kent Barker;
Community Services Director Paul Hennon; Finance Director Don Hudson; Deputy
City Recorder Nicole Morris; Information Services Manager Lance Harris; Teen
Program Specialist Julie Ludemann; Water Division Manager Mick Wilson; Assistant
City Manager Alice Cannon; Public Works Director Jerry Postema

A. CALL TO ORDER

Pledge of Allegiance

Councilor Truax called the meeting to order at 7:01 p.m.

B. ANNOUNCEMENTS

1. New Employee Introduction- Brian Smith, Park Maintenance Technician I

Public Works Director Jerry Postema introduced Parks Maintenance Technician Brian Smith. The Council welcomed him.

2. YAC Update for February 2015

Members of the Tualatin Youth Advisory Council (YAC) presented a PowerPoint on their latest activities and upcoming events. YAC held their annual holiday party in December, the theme was Tualatin's landmarks. The YAC has begun work on their annual Project FRIENDS event to be held April 24. The goals for the workshop are being revised and updated and research is being conducted on current best practices for bullying prevention. The Youth/Elected Leader Social was held in January and was a success. The YAC will be meeting with the Teen Library Committee and compiling a report to present to Council on the event.

Councilor Bubenik thanked the YAC for holding the social. He stated the event was a success and he hopes to see it held again the future.

3. Tualatin Riverkeepers Update- Mike Skuja, Executive Director

Moved to work session.

4. City Facilities Community Workshop Announcement

City Manager Lombos announced the City Facilities Community Workshop to be held February 19, 6:30 pm, at the Tualatin Library Community Room. The event will launch the online forum #TualatinTownHall. There will be a brief presentation about the current existing conditions of city facilities and the future needs. She invited everyone to attend.

C. CITIZEN COMMENTS

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

Gary Romans, Mask and Mirror Community Theater, announced they have begun production on the musical Singing in the Rain. The musical will show for two weeks in August at Tualatin High School. More information will be available soon and he encouraged all to attend.

D. CONSENT AGENDA

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

MOTION by Councilor Nancy Grimes, SECONDED by Councilor Wade Brooksby to adopt the consent agenda.

Aye: Councilor Wade Brooksby, Councilor Frank Bubenik, Councilor Joelle Davis, Councilor Nancy Grimes, Councilor Ed Truax

Other: Mayor Lou Ogden (Absent), Council President Monique Beikman (Absent)

MOTION CARRIED

1. Consideration of Approval of the Minutes for the City Council Work Session and Regular Meeting of January 26, 2015
2. Consideration of **Resolution No.5226-15** Awarding Bid for Construction of the Juanita Pohl Center Fire- and Life- Safety Project
3. Consideration of the 2014 Urban Renewal Agency Annual Financial Report

E. ITEMS REMOVED FROM CONSENT AGENDA

Items removed from the Consent Agenda will be discussed individually at this time. The Mayor may impose a time limit on speakers addressing these issues.

F. COMMUNICATIONS FROM COUNCILORS

G. ADJOURNMENT

Councilor Truax adjourned the meeting at 7:14 p.m.

Sherilyn Lombos, City Manager

_____ / Nicole Morris, Recording Secretary

_____ / Lou Ogden, Mayor



STAFF REPORT

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos

FROM: Nicole Morris, Deputy City Recorder

DATE: 02/23/2015

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

ISSUE BEFORE THE COUNCIL:

Consideration of reappointments to the Tualatin Tomorrow Advisory Committee and declaring a vacancy on the Tualatin Planning Commission.

RECOMMENDATION:

The Council Committee on Advisory Appointments (CCAA) recommends the City Council approve the recommendations for reappointment of the below listed individuals. The CCAA also recommends declaring a vacancy on the Planning Commission.

EXECUTIVE SUMMARY:

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

Individuals	Board	Term
Larry McClure	Tualatin Tomorrow Advisory Committee	Re-Appointment Term Expiring 12/31/17
Candice Kelly	Tualatin Tomorrow Advisory Committee	Re-Appointment Term Expiring 12/31/17
Bethany Wurtz	Tualatin Tomorrow Advisory Committee	Re-Appointment Term Expiring 12/31/17

The CCAA received a letter on January 15, 2015 from the Tualatin Planning Commission requesting that the seat previously filled by Planning Commissioner Nic Herriges be declared vacant. Mr. Herriges has had a number of absences and has indicated that he is no longer interested in serving on the Planning Commission but has not submitted a letter of resignation. The CCAA recommends that Mr. Herriges seat be declared vacant.

Attachments: Tualatin Planning Commission Letter



City of Tualatin

www.tualatinoregon.gov

January 15, 2015

Members of the Council Committee on Advisory Appointments:
Council President Monique Beikman
Councilor Wade Brooksby
Councilor Joelle Davis
18880 SW Martinazzi Ave
Tualatin, OR 97062

RE: REMOVAL OF PLANNING COMMISSIONER NIC HERRIGES

Dear Members of the Council Committee on Advisory Appointments:

I respectfully request that the Council Committee on Advisory Appointments recommend to the City Council to remove Planning Commissioner Nic Herriges.

Planning Commissioner Nic Herriges has unexcused absences for Planning Commission meetings in September, November and December 2014. He had excused absences for the meetings in April, May and June 2014. The Municipal Code allows for no more than two unexcused absences and no more than five absences in the calendar year (TMC 11-1-020).

The Planning staff tried to communicate with Mr. Herriges via phone calls and emails. After failed attempts by staff, I contacted him as the Planning Commission Chair and eventually did speak with Nic over the phone this past November. He indicated to me that for several reasons he was no longer interested in serving on the Planning Commission. Nic has not submitted a letter of resignation to the City which has caused me to write this letter requesting his removal.

Mr. Herriges has been a valuable member of the Planning Commission and prior to that the Planning Advisory Committee since 2004. His insights and perspective always contributed positively to the groups' decision making.

Mr. Herriges current term does not expire until August of 2016. Once Mr. Herriges is no longer serving on the Commission, City staff can begin recruitment for a new Commissioner.

Sincerely,

Two handwritten signatures in black ink. The signature on the left is a large, loopy oval shape. The signature on the right is a smaller, more horizontal oval shape.

Alan Aplin
Planning Commission Chair

AHR

cc: Aquilla Hurd-Ravich, Planning Manger



STAFF REPORT

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos

FROM: Tony Doran, Engineering Associate
Alice Cannon, Assistant City Manager

DATE: 02/23/2015

SUBJECT: Consideration of **Resolution No. 5215-14** Authorizing the City Manager to Execute a Revocable Permit to Allow Retaining Walls and Landscaping over Public Stormwater and Sanitary Sewer Easements at 22300 SW 106th Avenue

ISSUE BEFORE THE COUNCIL:

City Council consideration to authorize the City Manager to execute a Revocable Permit to allow the construction of retaining walls, a fire pit, and landscaping over public stormwater and sanitary sewer easements at property located at 22300 SW 106th Avenue.

RECOMMENDATION:

Staff recommends that Council adopt the attached resolution.

EXECUTIVE SUMMARY:

The property owner is proposing to construct retaining walls, a fire pit, and landscaping over public stormwater and sanitary sewer easements. Approval of this resolution will authorize the City Manager to allow these improvements over public easements.

Typically, a property owner is restricted from any construction of structures, planting of trees, or in any way obstructing the public easements and underground public utilities. This is usually necessary to protect the City's right to access underground utilities. In this case, staff reviewed the plans and believes that with necessary safeguards the property owner's proposal would be acceptable.

The safeguards that are built into this revocable permit are:

- Maintenance of the retaining walls, fire pit, and landscaping are the responsibility of the property owner.
- When the City needs to make use of the public easements, the City retains authority to remove the retaining walls, fire pit, and landscaping with no public costs for removal or replacement of the retaining walls, fire pit, and landscaping improvements.
- The City will not be liable for damage to the retaining walls, fire pit, and landscaping improvements as a result of pipe damage/failure, maintenance, or repair of public sanitary

sewer or stormwater lines within the public easements.

Attachments: A- Resolution for Revocable Permit
 B - Revocable Permit
 C- GIS Map
 D - Site Images
 E - Perspective View
 F - Plan View

RESOLUTION NO. 5215-14

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A REVOCABLE PERMIT TO ALLOW CONSTRUCTION OF PRIVATE IMPROVEMENTS OVER CITY PUBLIC EASEMENTS AT 22300 SW 106TH AVENUE

WHEREAS, the City has public stormwater and sanitary sewer easements over property located at 22300 SW 106th Avenue;

WHEREAS, the owners of the property located at 22300 SW 106th Avenue requested to place private improvements, consisting of retaining walls, a fire pit, and landscaping, over the City's public stormwater and sanitary sewer easements; and

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

Section 1. The City Manager is authorized to execute a Revocable Permit, which is attached as Exhibit 1 and incorporated by reference.

Section 2. The City Manager is authorized to revoke the permit at any time and for any reason deemed appropriate by the City Manager.

Section 3. This resolution is effective upon adoption.

Adopted by the City Council this 23rd day of February, 2015.

CITY OF TUALATIN, OREGON

BY _____
Mayor

APPROVED AS TO FORM

ATTEST:

BY _____
City Attorney

BY _____
City Recorder

After recording return to:
City of Tualatin, Oregon
18880 SW Martinazzi Ave.
Tualatin, OR 97062-7092



**REVOCABLE PERMIT
(Easement)**

The City of Tualatin ("City"), pursuant to Resolution No. 5215-14, hereby grants Tony & Amy Apiedo ("Permitee") the right to encroach upon and occupy a portion of the City's public Easement, as more particularly described in Exhibit A ("Legal Description") and as depicted on Exhibit B ("Map") for the purpose of LANDSCAPING, RETAINING WALLS ("Encroachment"), subject to the terms and conditions set forth herein.

The City grants the permit on the condition that Permitee promises and agrees to comply with the following terms, conditions, and restrictions:

1. The Encroachment must comply with all applicable Codes of the City of Tualatin including, but not limited to, structural safety, traffic, sanitation, land use, and fire requirements.
2. Permitee agrees to comply with the plans and specifications approved by the City and all applicable permits.
3. Permitee must maintain the Encroachment in good order and must immediately notify the City of any dangers to person or property, or any dangerous conditions, that exist with regard to the Encroachment, which are either known or discovered by Permitee.
4. Permitee assumes all risk of damage to its Encroachment, and any buildings, structures, utilities, or other appurtenances connected to the Encroachment, resulting from, or arising out of, any and all uses of the Easement by the City, its officers, employees, agents, and the general public.

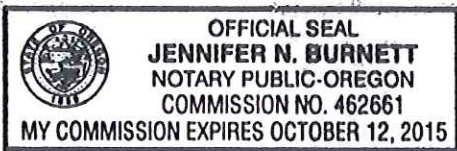
5. Permittee must defend, indemnify, and hold harmless the City, its officers, agents, and employees, against any and all claims for damages of any kind caused or alleged to have been caused as a result of the Encroachment or this Permit, whether such damage or injury results from normal operation or accident or any other cause.
6. The placing of the Encroachment in a portion of the aforesaid Easement will not give to Permittee, or anyone else, any permanent right to its continued or exclusive occupancy.
7. This Permit is revocable for any reason and, when requested to do so by the City, Permittee, at Permittee's own expense, will remove the Encroachment from Easement; and, failing to do so, the City of Tualatin may cause removal of the Encroachment at the cost and expense of Permittee.
8. Permittee's obligations under the provisions of this Permit are binding upon all of the heirs, successors, and assigns of Permittee.
9. In the event Permittee includes more than one person or entity, all such persons or entities are jointly and severally liable for all conditions herein.
10. Any private construction within the Easement requires a Public Works Permit and compliance with all applicable codes and regulations.

12th ACCEPTED, and the conditions hereof acknowledged and agreed to this day of January, 2015.

[Signature]
By: [Signature]
Permittee

STATE OF OREGON)
) ss.
County of Multnomah)

This instrument was acknowledged before me on January 12th, 2015, by Amy and Tony Apiado.



[Signature]
Notary Public—State of Oregon
My commission expires: 10-12-2015

Witness my hand this _____ day of _____, 20____.

By: _____
City Manager

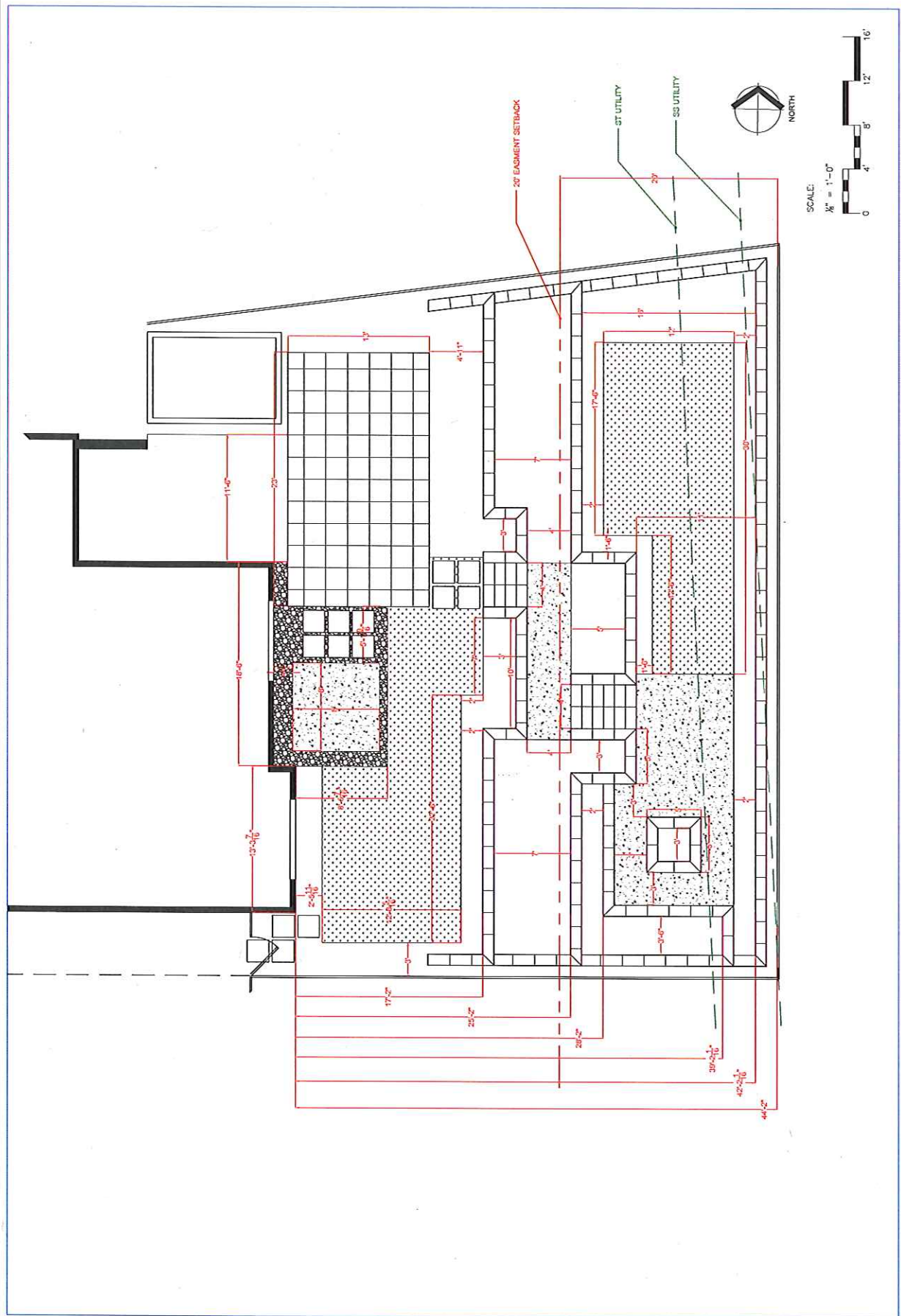
STATE OF OREGON)
) ss.
County of _____)

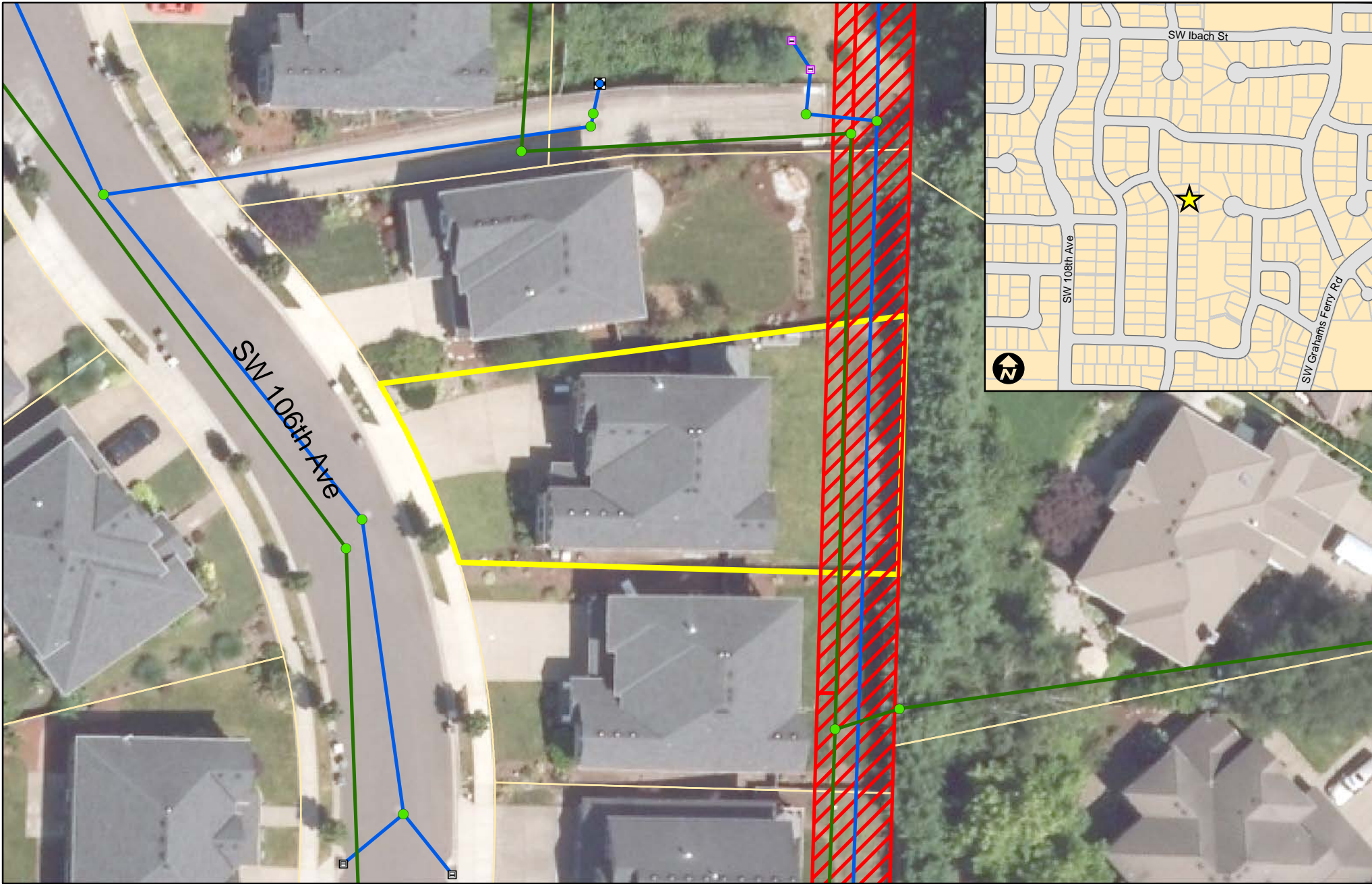
This instrument was acknowledged before me on _____, 20____, by Sherilyn Lombos, as the City Manager for the City of Tualatin, Oregon.

Notary Public—State of Oregon
My commission expires: _____

APPROVED AS TO FORM:

By: [Signature]
City Attorney





— Sewer Line

— Storm Lines



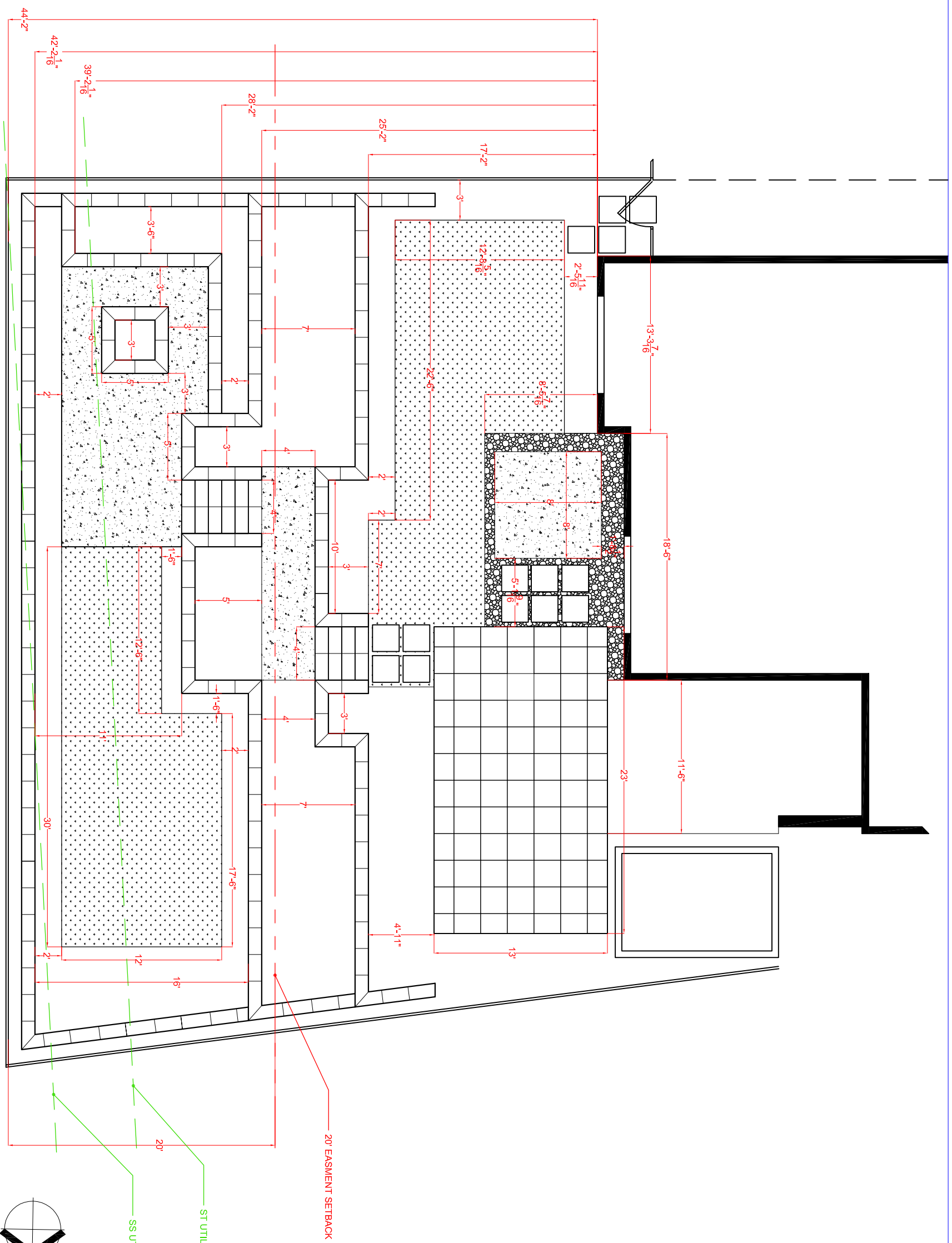
Utility Easement



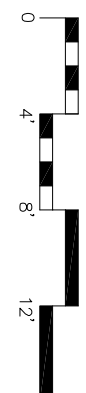
This map is derived from various digital database sources. While an attempt has been made to provide an accurate map, the City of Tualatin, OR assumes no responsibility or liability for any errors or omissions in the information. This map is provided "as is". - Engineering and Building Dept. Printed 2/11/2015







SCALE:
 $\frac{1}{8}" = 1' - 0"$



20' EASEMENT SETBACK

ST UTILITY

SS UTILITY

APIADO RESIDENCE

Landscape
 Renovation
 Plan



7355 SE Johnson Creek Blvd.
 Portland, Oregon 97206
 503.777.7777 tel. OR
 360.737.3755 tel. WA
 503.777.2399 fax
www.dennis7dees.com
 Attachment F - page 1

DESIGNER:
 ERIC HAGBERG
 DRAWN BY:
 ERIC HAGBERG

This drawing is schematic representation only and minor field adjustments may be necessary. The property lines reflect representations of owner or their agent, Dennis Seven Dees. Designing assumes no liability for preparation of this drawing by others.

DATE:
 SEPT. 10 2014



STAFF REPORT

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos

FROM: Merab Walker, Office Coordinator
Kent Barker, Police Chief and Larry Braaksma, Captain

DATE: 02/23/2015

SUBJECT: Consideration of **Resolution No. 5227-15** Authorizing the City Manager to Execute an Intergovernmental Agreement with the City of Portland to Participate in the Regional Justice Information Network

ISSUE BEFORE THE COUNCIL:

The Council will consider executing the intergovernmental agreement with the City of Portland to participate in the Regional Justice Information System (RegJIN) and authorizing the City Manager to make administrative modifications to the intergovernmental agreement to implement its intent.

RECOMMENDATION:

Staff respectfully recommends that Council adopt the attached resolution executing the Intergovernmental Agreement with the City of Portland to participate in the RegJIN and authorize the City Manager to make administrative modifications to the intergovernmental agreement to fully implement its intent. It is recommended that this agreement be approved to allow the police officers of the City of Tualatin to access RegJIN.

EXECUTIVE SUMMARY:

On March 10, 2014 the City Council authorized the City Manager to execute an intergovernmental agreement with the City of Portland related to the Master agreement for the RegJIN. The City of Tualatin wishes to enter into an intergovernmental agreement with Portland to authorize the City of Tualatin Police Department to utilize the RegJIN system. The RegJIN system will go live on April 14, 2015 throughout the Portland Metro Area.

The goal of RegJIN is to develop a single, regional records management system (RMS) that will be used by 5 counties, and almost 50 law enforcement agencies and that provides all of the capabilities of the current Portland Police Data System (PPDS), with expanded, more fully integrated capabilities.

The Tualatin Police Department will use the RegJIN system to:

- Create offense reports
- Access criminal information and history

RESOLUTION NO. 5227-15

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PORTLAND TO PARTICIPATE IN THE REGIONAL JUSTICE INFORMATION NETWORK.

WHEREAS, the Tualatin Police Department has acquired a law enforcement Records Management System (“RMS”) to maintain a multi-agency, multi-jurisdictional set of law enforcement applications and associated databases; and

WHEREAS, the City and the RPA are both signatories to the Intergovernmental Agreement for the User Board of the Regional Justice Information Network (RegJIN); and

WHEREAS, on March 10, 2014, City Council authorized the City Manager to execute an intergovernmental agreement with the City of Portland related to the Master agreement for the Regional Justice Information Network (RegJIN); and

WHEREAS, the City of Tualatin wishes to enter into an intergovernmental agreement with Portland to authorize the City of Tualatin Police Department to utilize the RegJIN system;

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

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

Section 2. The City Manager is authorized to make administrative modifications to the intergovernmental agreement to fully implement its intent, and make modifications to the agreement costs not to exceed ten percent of the original cost.

Section 3. This resolution is effective upon adoption.

Adopted by the City Council this 23rd day of February, 2015.

CITY OF TUALATIN, OREGON

BY _____
Mayor

APPROVED AS TO FORM

ATTEST:

BY _____
City Attorney

BY _____
City Recorder

Exhibit A: User Fees
Fiscal Year – July 1, 2015 to June 30, 2016

RPA agrees to pay the City of Portland the following annual User Fees for System Access and Use. RPA shall be billed yearly. Partial year amounts shall be pro-rated. The User Fees conform to the Entry RPA cost allocations contained in the Cost Allocation Formula in the Master User Board IGA in effect at the time of billing.

Sustainment Budget.....\$ 2,106,188
Total Number of RegJIN Users.....2,901
Cost Per User per month.....\$61
Total Number of RegJIN Users from Tualatin Police.....38

Monthly Cost for RegJIN Access and Use for the Tualatin Police.....\$2,318
Annual Cost for RegJIN Access and Use for the Tualatin Police.....\$27,816

Exhibit B

Use Policy for LInX Northwest

Fiscal Year – July 1, 2015 to June 30, 2016

The Law Enforcement Information Exchange (LInX Northwest) is a law enforcement information sharing partnership involving local, state, and federal law enforcement agencies in the Northwest. LInX has been developed to improve public safety, solve crime, and prevent terrorism. LInX is a partnership built on trust and to maintain that trust the following rules are upheld by all LInX agencies. Violations of this policy may result in sanctions against an individual User or his/her Regional Partner Agency.

1. Each Regional Partner Agency shall contribute information to LInX Northwest, once a connection is made, and agrees to permit the Access, dissemination, and/or Use of such information by every other partner agency in LInX Northwest. The contributing party has the sole responsibility and accountability for ensuring that it is not constrained from permitting this by any laws, regulations, policies, and procedures applicable to the submitting party.
2. A User may only access LInX when he/she has a legitimate, official law enforcement purpose, after receiving LInX training.
3. Information in the system shall not be disseminated outside of an accessing party without first obtaining express permission of each party that contributed the information in question. LInX users who wish to use information in LInX for the preparation of judicial process such as affidavits, warrants, subpoenas, etc... agree to not print and use information from LInX, but to contact the originating agency who will FAX or email a copy of the original report to the requestor for court or other official uses.
4. Printing copies from LInX is highly restricted. Users may only retain printed copies temporarily and shall not place printed copies in an official file or submit them to a court. Printed copies must be destroyed, shredded, or burned promptly. Printed copies may not be made for members of non-participating agencies.
5. Any requests for reports or data in LInX records from anyone other than a party to this Exhibit will be directed to the contributing party. Participating agencies in LInX agree to not disclose another agency's reports or information to a third party. Even when an agency receives an official request for disclosure, LInX agencies agree to refer such requests to the originating agency of the report for action.
6. Each Agency retains sole ownership of, sole responsibility for, and exclusive control over the content of the information that it contributes to LInX, and it may, at will, at any time update, correct, or delete the information that it contributes to LInX.
7. Regional Partner Agencies will have access to LInX via a secure Internet connection. RPA are responsible for providing and maintaining their own Internet connectivity to LInX.
8. LInX will maintain an audit capability that will log the date, time, subject, and originating account of all User queries. The LInX Governance Board will maintain these audit logs for at least five years.

Exhibit C
System Procedures and Use Policy:
Fiscal Year – July 1, 2015 to June 30, 2016

Exhibit C is comprised of the Standard Operating Procedures (SOP) that guide the Use of the RegJIN System. The RegJIN Standard Operating Procedures will be updated from time to time and placed on the City's RegJIN Website at: <http://www.portlandonline.com/RegJINRC>

Prior to 07/01/15, Additions, subtractions, or modifications of RegJIN Standard Operating Procedures will occur in consultation with the RegJIN Implementation Team.

After 07/01/15 Additions, subtractions, or modifications of RegJIN Standard Operating Procedures will occur in consultation with the RegJIN User Board (RUB).

Exhibit D: Equipment and Security Requirements:
Fiscal Year – July 1, 2015 to June 30, 2016

Workstation Type	Application	Manufacturer	Specifications
Versadex Desktop	RMS	HP / Dell / IBM or equivalent	<ul style="list-style-type: none"> • Intel or AMD 2 GHz dual core processor • Memory <ul style="list-style-type: none"> ○ 2 GB (minimum) ○ 4 GB (recommended) • 20 GB (available) HDD • NIC <ul style="list-style-type: none"> ○ 10 Mbit minimum ○ 100 Mbit recommended • 1024x768+ resolution display monitor • Microsoft Windows XP, Vista or 7
Versadex Mobile	Field Reporting	Panasonic, Motorola or equivalent	<ul style="list-style-type: none"> • Intel Centrino dual core processor • 2GB RAM • Display Resolution <ul style="list-style-type: none"> ○ 800x600 minimum ○ 1024x768 recommended • 13.3" daylight-readable LCD with (preferable) touchscreen • 20 GB (available) HDD • Microsoft Windows XP, Vista or 7

1. **Access Security** - New, desktop and mobile Equipment with access to the PPDS System must adhere to the following requirements:
 - 1.1. Both desktop and mobile Equipment shall employ virus protection software
 - 1.1.1. Use of Anti-Virus and Anti-Spyware software to scan, detect, and eliminate viruses on workstations and laptops
 - 1.1.2. Anti-Virus and Anti-Spyware software must be kept up to date with current virus definitions, run at start-up, and employ resident scanning
 - 1.2. Both desktop and mobile Equipment shall apply current operating system service packs and patches; Auto-update is recommended.
 - 1.3. All desktop and mobile Equipment shall be protected by a current firewall.
 - 1.4. All mobile Equipment shall employ encryption technology for wireless transmissions from origin to termination. Encryption shall comply with Federal Information Processing Standards (FIPS) publications and guidelines for encryption.
 - 1.5. All mobile Equipment shall employ virtual private network for those transmissions that traverse between wireless local area network and department trusted network segments and shall have a static private IP address.

- 1.6. All Users shall employ an auto-lock on their workstation or laptop that meets CJIS requirements.
 - 1.7. All desktop stations shall be located in a secured facility. Mobile Equipment shall employ at least one Advanced User Authentication method to secure access to data which could include, but is not limited to, Biometrics, Smart Cards, or Electronic Token devices.
2. **Personnel Security** – Prior to gaining Access to the System’s criminal history record information, a person shall:
- 2.1. Be fingerprinted and a background investigation conducted by the User’s RPA.
 - 2.2. That investigation shall include, but not be limited to, verification of information provided by the person and to public record information, including a check of the System’s master name file, Oregon LEDS or Washington ACCESS (depending on the state in which the RPA resides) and the National Crime Information Center files, and FBI Criminal Identification files.

**RegJIN PARTICIPANT INTERGOVERNMENTAL AGREEMENT
REGIONAL PARTNER AGENCY – FULL ENTRY**

This Intergovernmental Agreement (“Agreement”) is made effective on 01-01-15 (“Effective Date”) by and between the City of Portland, a municipal corporation of the State of Oregon, and its successors or assigns (hereinafter referred to as “City”) and the City of Tualatin (hereinafter referred to as “RPA”), a(n) municipal corporation, by and through their duly authorized representatives. Authority to enter into the Agreement is pursuant to Oregon Revised Statutes (“ORS”) 190.003.

This Agreement may refer to the City and RPA individually as a “Party” or jointly as the “Parties.”

This Agreement shall be perpetual and remain in effect unless otherwise terminated per the terms of this Agreement.

RPA Contact:

Captain Larry Braaksma

Tualatin Police Department

8650 SW Tualatin Rd

Tualatin, OR 97062

City of Portland Contact:

Captain John Brooks

Portland Police Bureau

1111 SW 2nd Avenue

Portland, OR 97204

TEL: 503-691-4800

TEL: (503) 823 - 0000

E-MAIL: lbraaksma@ci.tualatin.or.us

E-MAIL: john.brooks@portlandoregon.gov

RECITALS

WHEREAS, the City has acquired a law enforcement Records Management System (“System”) to maintain a multi-agency, multi-jurisdictional set of law enforcement applications and associated databases; and

WHEREAS, the City and the RPA are both signatories to the Intergovernmental Agreement for the User Board of the Regional Justice Information Network (RegJIN); and

WHEREAS, the RPA is an Entry RPA as defined in the Intergovernmental Agreement for the User Board of the RegJIN and herein; and

WHEREAS, the RPA desires to fully use the System; and

WHEREAS, the City and the RPA desire to enter into this Agreement and being fully advised; and

NOW THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, it is agreed as follows:

1. DEFINITIONS:

The following is a definition of terms used herein:

- A. "Access" means the authority granted by the City to the RPA's Authorized Users to review or receive information from the System.
- B. "Agreement" means this Participating Intergovernmental Agreement and all the Terms and Conditions, including all the documents referenced in the Order of Precedence.
- C. "Amendment" means a written document required to be signed by both Parties when in any way altering the Terms and Conditions or provisions of the Agreement.
- D. "Authorized Use" means functions and capabilities that a User is assigned and able to perform based on User ID and Password, as established by a System Administrator.
- E. "Authorized System User" means any User that has passed the authentication process of the System and is thereby authorized to Use the System's functions and components based on the permissions established by that User's credentials (User ID and password, fingerprints, etc.).
- F. "City Confidential Information" means any information, in any form or media, including verbal discussions, whether or not marked or identified by the City, which is reasonably described by one or more of the following categories of information: (1) financial, statistical, personnel, human resources data or Personally Identifiable Information as described in the Oregon Consumer Identity Theft Protection Act of 2007; (2) business plans, negotiations, or strategies; (3) unannounced pending or future products, services, designs, projects or internal public relations information; (4) trade secrets, as such term is defined by ORS 192.501(2) and the Uniform Trade Secrets Act ORS 646.461 to 646.475; (5) Exempt per ORS 192.501 and/or ORS 192.502 (6) attorney/client privileged communications, (7) exempt per federal laws (including but not limited to Copyright, HIPAA) and (8) information relating to or embodied by designs, plans, configurations, specifications, programs, or systems developed for the benefit of the City including without limitation, data and information systems, any software code and related materials licensed or provided to the City by third parties; processes; applications; codes, modifications and enhancements thereto; and any work products produced for the City.
- G. "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential or proprietary at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful or negligent act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is, or subsequently becomes, rightfully and without breach of this Contract or any other agreement between the Parties or of any applicable protective or similar order, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Contract; or is explicitly approved for release by written authorization of the disclosing Party.
- H. "Cost Allocation Formula" means the Plan, adopted by the City based on recommendations by the User Board that apportions capital, operation, maintenance, repair and equipment replacement costs and use of grant funding among the Entry RPAs and Inquiry Only RPAs. The Cost Allocation Formula may be amended as provided for in the User Board Master IGA.

- I. "Criminal History Record Information" means information collected by criminal justice agencies and stored or available through the System on individuals consisting of identifiable descriptions and notations of arrests, detentions, indictments, information, or other formal criminal charges and any dispositions arising therefrom, including, but not limited to sentencing, correctional supervision, and release.
- J. "Criminal Justice Information" means information collected by criminal justice agencies that is needed for their legally authorized and required functions. This includes Criminal History Record Information and investigative and intelligence information. It does not include agency personnel or administrative records used for agency operations or management.
- K. "Days" shall mean calendar days, including weekdays, weekends and holidays, beginning at midnight and ending at midnight twenty-four hours later, unless otherwise specified by the Agreement.
- L. Defects means one of the five types of Defects listed below and as outlined in Exhibit E, ReJIN Support Model, Figure 1:
 - 1) "Material Defect" means an Error that impairs the Products as described in Critical Defect and for which no fix is available or forthcoming.
 - 2) "Critical Defect" means an Error as defined in the System maintenance and support agreement between the City and the System Contractor and at least 25% of the User base of the Production System are impacted in the same manner as defined in the System maintenance and support agreement for a Critical Defect.
 - 3) "High Defect" means an Error as defined in the System maintenance and support agreement between the City and the System Contractor and at least 25% of the active User base of the Production System and/or Hot Standby System environment are impacted in the same manner as defined in the System maintenance and support agreement for a High Defect.
 - 4) "Medium Defect" means an Error as defined in the System maintenance and support agreement between the City and the System Contractor.
 - 5) "Low Defect" means a Defect as defined in the System maintenance and support agreement between the City and the System Contractor. "Dissemination (Disseminate)" means the transmission of information, whether in writing, or electronically, to anyone outside the RPA that maintains the information, except reports to an authorized repository.
- M. "Documentation" means User manuals, and other written and electronic materials in any form that describe the features or functions of the System, including but not limited to published specifications, technical manuals, training manuals, and operating instructions.
- N. "Entry RPA" means a law enforcement agency that has signed the User Board IGA and this Participant IGA with the City. Entry RPA, the City and their Authorized Users enter data into the System.
- O. "Equipment" means any hardware, machinery, device, tool, computer, computer

components, computer system or other high-technology equipment, including add-ons, or peripherals of tangible form together with the necessary supplies for upkeep and maintenance, and other apparatus necessary for the proper execution, installation and acceptable completion of the System.

- P. "Error" means any Defect, problem, condition, bug, or other partial or complete inability of the System to operate in accordance with the applicable Specifications and Documentation.
- Q. "Interface" means a point of interaction between System components or the device or code which enables such interaction; applicable to both Equipment and Software.
- R. "Inquiry Only RPA" means a law enforcement agency that has signed a Participant IGA with the City, providing Access to view System data but does not input any agency data into the System.
- S. "Intelligence and Investigative Information" means information compiled in an effort to anticipate, prevent, or monitor possible criminal activity, or compiled in a course of investigation of known or suspected crimes.
- T. "Material Breach" means any breach of this Contract that (a) causes or may cause substantial harm to the non-breaching party; or (b) substantially deprives the non-breaching party of the benefit it reasonably expected under this Contract.
- U. "Mobile Data Computer (MDC)" means commercial grade mobile computers operating in a law enforcement vehicle or otherwise not connected via a local or wide area network that are capable of Accessing System servers via a network connection that is compliant with the Federal Bureau of Investigation's Criminal Justice Information System (CJIS) security policies.
- V. "Operation and Maintenance Cost" shall mean the budgeted amount required for the operation, maintenance, and support of the System which may include, but not be limited to, the direct cost for: license fees, vendor support costs, software and hardware upgrade and/or replacement costs, administrative support of the User Board, maintenance, personnel, direct costs, facilities use and rental costs, and training for the upcoming year.
- W. "Personal Computer (PC)" means commercial grade desk top computers that are capable of accessing System servers via a CJIS compliant connection.
- X. "Person" means an individual of any age, concerning whom Criminal History Record Information is contained in, or accessible through the System.
- Y. "RPA Asset" shall mean hardware, software, equipment, real property and fixtures, owned or leased by the RPA.
- Z. "Specifications" shall mean the specifications contained in the contract between the City and the Contractor for the System governing its implementation and use by the City, Entry RPA, and Inquiry Only RPA.
- AA. "System" is the law enforcement records management system acquired and implemented by the City of Portland for use by the Portland Police Bureau and the RPA.

- BB. "System Administrator" shall mean a specially trained Authorized User that is authorized to perform System administrative functions.
- CC. "System Manager" is the individual with designated named backups appointed by the City of Portland to manage and operate the System on a daily basis.
- DD. "Use" means the City authorized Access given to RPA to assign Users, permission levels, enter data, and receive information from the System.
- EE. "User" shall mean any person employed by or working on behalf of the City or an RPA, the City's and RPA's Bureaus and Divisions, Officers, Directors, and any person or entity authorized by the City and/or RPA to provide it with Services requiring use of the System, and to use the City's or an RPA's resources in whole or in part, in the course of assisting the City or an RPA.
- FF. "User Board" shall mean the advisory body for the System that operates under the Master Intergovernmental Agreement for the User Board of the Regional Justice Information System Network (RegJIN).
- GG. "User Fees" are fees set by the City for RPA Access and use of the System and as agreed to between the City and a RPA in a Participating IGA. User Fees shall be updated annually based on the Cost Allocation Formula and do not require an Amendment.
- HH. "Withdrawal Plan" is a plan outlined in the User Board Master IGA, providing the manner of complete withdrawal of the RPA from this Agreement or for the RPA to change to an Inquiry Only RPA.

2. ORDER OF PRECEDENCE:

In the event there is a conflict between the terms and conditions of one portion of this Agreement with another portion of this Agreement, the conflict will be resolved by designating which portion of the Agreement documents takes precedence over the other for purposes of interpretation, except where a clear statement of precedence other than that set forth in this section is included in the document. In this Agreement the order of precedence shall be:

Exhibit A – User Fees (Fiscal Year 2014-2015)

Exhibit B – Use Policy for LInX Northwest

Exhibit C – System Procedures and Use Policy*

Exhibit D – Equipment and Security Requirements*

Exhibit E – Exhibit E, RegJIN Support Model*

*Exhibits C, D, and E are available on the System's website at:

<http://www.portlandonline.com/regjinrc/index.cfm?&c=51409>. Exhibits C, D, and E will be revised as necessary to conform to updated requirements and procedures.

3. STATEMENT OF PURPOSE:

The purpose of this Agreement is to define the terms and conditions under which the System

will be Accessed and Used by the RPA.

4. SYSTEM ACCESS:

The City will contract with the System Contractor and will own all licenses to Access the System. The City will provide the RPA's Users Access to the System.

5. CITY PROVIDED SERVICES:

- A. Enable Access via Equipment, including PCs, MDC, and other hand held devices for Authorized Use of the System by RPA Users.
- B. Provide the capability through the System to generate Oregon National Incident Reporting System (O-NIBRS) data for the RPA and to upload the O-NIBRS data to the State of Oregon in the proper format.
- C. Provide procedures, instructions and other documents to the RPA regarding the methods available and minimum requirements for RPAs' PCs and MDCs to gain Access to the System.
- D. Provide instructions, documents, and arrange for the necessary training to certify one or more RPA System Administrators to perform limited administrative functions such as adding and removing Users from the System, establishing User IDs and passwords, setting up each User's Authorized Uses, and resetting passwords. RPA System Administrators will be trained as required, but not more than five (5) RPA employees will be trained at any one time.
- E. Support the RPA's System Administrators in the performance of their System related administrative functions.
- F. Provide training materials, training mentors and access to the System's training environment to enable RPA trainers to provide System training and instruction to RPA Users.
- G. Maintain and administer the System according to City of Portland Information Technology policies and procedures including backup and restore, operating system patches, and System version upgrades as required and certified by the System Contractor.
- H. Monitor, audit, and trouble-shoot the upload of appropriate information from the System to the Oregon Law Enforcement Data System (LEDS), NCIC, and other interfaced crime and public safety databases and systems including but not limited to LInX Northwest.
- I. Ensure that audit logs are maintained in the System in accordance with CJIS requirements.
- J. The City will provide a 24-hour, 365 days per year phone line for RPAs to report System problems, Errors or Defects. Protocol for addressing System problems, Errors or Defects is established in Exhibit E, RegJIN Support Model.

6. RPA RESPONSIBILITY:

- A. Compliance with Applicable Law. RPA warrants it has complied and shall comply with all applicable law, ordinances, orders, decrees, labor standards and regulations of its domicile and wherever performance occurs in connection with the execution, delivery, and performance of this Agreement.
- B. The RPA acknowledges and agrees that RPA employees will only use the System for Authorized Uses. Permission to use the information available in or through the System other than for Authorized Use shall be obtained in writing from the City prior to any such use.
- C. The RPA acknowledges and agrees that RPA employees and subcontractors will only Access the System and information available in or through the System as authorized in this Agreement. Permission to Access the System or information available in or through the System other than as authorized in this Agreement shall be obtained in writing from the City prior to any such Access.
- D. The RPA acknowledges and agrees that the RPA, RPA employees, and RPA subcontractors will not modify through computer programming or other techniques the functions, capabilities, and operations of the System unless written authorization is provided by the System Manager prior to performing such modifications.
- E. The RPA acknowledges and agrees that; pursuant to the directions of the Oregon State Police and Part IV of the National Crime Information Center (NCIC) Computerized Criminal History, Program Concepts and Policy; the City shall establish policy and exercise management control over all operations of the System. The System Procedures and Use Policy is attached as Exhibit C.
- F. RPA Administrators shall be responsible for creating User IDs, passwords, and establishing the Authorized Uses of the System for RPA Users within the constraints of the policies and procedures established by the City for such Users.
- G. RPA is responsible for providing its own Equipment, including PCs, MDCs, printers, and other RPA located devices required by RPA Users of the System.
- H. The RPA acknowledges and agrees that all RPA Equipment such as PCs and MDCs with Access to the System will be configured to meet the System's minimum requirements to gain Access as specified in Exhibit D: Equipment and Security Requirements.
- I. The RPA acknowledges and agrees that all RPA Users shall meet the Personnel Security requirements specified in Exhibit D: Equipment and Security Requirements.
- J. RPA is responsible for maintaining RPA PCs and MDCs according to City established requirements as specified in Exhibit D: Equipment and Security Requirements for the System.
- K. RPA is responsible for installing, configuring and providing network access to devices located in RPA facilities and vehicles including, but not limited to, printers, scanners, and image capture devices.
- L. RPA is responsible for providing secure network Access that 1) meets CJIS security requirements and 2) enables RPA PCs to reach the System's network demarcation

points.

- M. RPA is responsible for providing network connectivity that meets CJIS security policies and for providing all network communication devices and Equipment between RPA MDCs and the System.
- N. RPA is responsible for ensuring that all RPA network infrastructure and workstations with Access to the System comply with the most current CJIS security policy including, but not limited to, the physical security of workstations and MDCs that are able to Access the System, access control, identification and authentication, information flow enforcement, and system and information integrity. RPA may contact the City to determine how to obtain the most current version of the CJIS security policy document. The RPA is responsible for curing any problems uncovered as a result of an FBI audit. The City reserves the right to request and receive within a reasonable period, verification of RPA's compliance with CJIS policies.
- O. RPA is responsible for correcting any O-NIBRS data identified by the System or by the State.
- P. RPA is responsible for providing the City with the most current contact information for the RPA's security personnel and any changes thereof within seven (7) days of the change.
- Q. RPA is responsible for ensuring that all RPA Users that are granted Authorized Use of the System comply with the appropriate CJIS security requirements.
- R. RPA is responsible for checking the accuracy of, and generating standard O-NIBRS data for RPA and for the upload of the O-NIBRS information to the State of Oregon through the System.
- S. RPA acknowledges and agrees that data entered into the System by RPA Users shall conform to the standards and procedures established for the System as described in Exhibit C, System Procedures and Use Policy. The City shall notify the RPA in writing if data entered by RPA Users is found to be nonconforming to the established standards and procedures. The RPA shall, at its option, 1) Correct such data using RPA resources as soon as practicable, but not to exceed thirty (30) days, or 2) request assistance by the City and reimburse the City for any costs associated with the City's removing or performing remedial actions on RPA data required to bring the data into conformance with established standards and procedures.

7. LInX NORTHWEST:

- A. The RPA acknowledges and agrees to abide by all use policies set forth for participation in the NCIS Law Enforcement Information Exchange (LInX Northwest) system as stipulated in Exhibit B: Use Policy for LInX Northwest.
- B. The RPA authorizes the City to provide the RPA's public records category data that is contained in the RegJIN RMS to LInX Northwest for Access and authorized Use by LInX Northwest users.

8. CONFIDENTIALITY:

- A. Maintenance of Confidentiality. The City and RPA shall treat as confidential any

Confidential information that has been made known or available to them or that an Entry RPA has received, learned, heard or observed; or to which an RPA has had access. The City and RPA shall use Confidential information exclusively for the City or RPA's benefit and in furtherance of this Agreement. Except as may be expressly authorized in writing by the City or RPA, in no event shall the City or RPA publish, use, discuss or cause or permit to be disclosed to any other person such Confidential information. The City and RPA shall (1) limit disclosure of the Confidential information to those directors, officers, employees and agents of the City or RPA who need to know the Confidential information, (2) exercise reasonable care with respect to the Confidential Information, at least to the same degree of care as the City or RPA employs with respect to protecting its own proprietary and confidential information, and (3) return immediately to the City or RPA who provided the information, upon its request, all materials containing Confidential Information in whatever form, that are in the City or RPA's possession or custody or under its control. The City and RPA are expressly restricted from and shall not use Confidential intellectual property of the City or providing RPA without the City or that RPA's prior written consent.

- B. The RPA acknowledge that each RPA is subject to the Oregon or Washington Public Records Acts, as applicable, and Federal law. Third persons may claim that the Confidential Information may be, by virtue of its possession by the City or a RPA, a public record and subject to disclosure. RPA receiving a public records request agrees, consistent with its state public records law, not to disclose any information that includes a written request for confidentiality and as described above and specifically identifies the information to be treated as Confidential. A RPA's commitments to maintain information confidential under this Agreement are all subject to the constraints of Oregon or Washington Statutes and Federal laws. Within the limits and discretion allowed by those laws, the City and RPA will maintain the confidentiality of information.
- C. The RPA acknowledge and agree that the City and each RPA owns its own data in the System. RMS data can only be disclosed by the agency that entered it. In the event of a public record request for System data which belongs to the City or another RPA, the City or receiving RPA shall inform both the requestor and the appropriate RPA within two business days that it is not the custodian of record for the requested data and identify the RPA that may be able to comply with the public record request.
- D. The RPA acknowledge that unauthorized disclosure of Confidential Information will result in irreparable harm to the City or providing RPA. In the event of a breach or threatened breach of this Agreement, the City or affected RPA may obtain equitable relief prohibiting the breach, in addition to any other appropriate legal or equitable relief.

9. LIMITS ON DISSEMINATION:

The RPA's Dissemination of Criminal Justice Information available in or through the RegJIN RMS shall follow current Criminal Justice Information policies and procedures and/or other applicable State and/or Federal Laws.

10. INFORMATION CONTROL AND RESPONSIBILITY:

Additions, modifications, and deletions of information stored in the RegJIN RMS shall be restricted to specifically authorized RPA Users and devices. The City will provide the RPA with a list of RPA sworn personnel, Users and devices that are permitted Access to the System on an annual basis. The RPA shall verify the list and report any discrepancies within 60 days. The responsible Party shall update the list of authorized Users and devices in a timely manner.

11. EQUITABLE REMEDIES:

The RPA acknowledges that unauthorized disclosure of City Confidential Information or misuse of a City computer system or network will result in irreparable harm to the City. In the event of a breach or threatened breach of this Contract, the City may obtain equitable relief prohibiting the breach, in addition to any other appropriate legal or equitable relief.

12. SECURITY:

- A. Physical Security – the RPA shall be responsible for maintaining the physical security of all devices that are authorized to Access the System, as well as any printed output or System Documentation which might permit unauthorized Access to, or Use of the System from within the RPA.
- B. On-Line Security – The System contains procedures and tools to ensure that only authorized RPA Users and RPA devices can Access the information available in or through the System. RPA Users will be required to enter System User IDs and passwords before gaining Access to the System. System functions and System data. The RPA is responsible for issuing individual System User IDs and passwords to RPA Users. The RPA acknowledges and agrees that RPA employees will not share System User IDs and passwords.
- C. Personnel Security – Any individuals that are provided Access to the System by the RPA through the issuing of System IDs and passwords shall undergo the following security checks:
 - 1) A personal background investigation equivalent to a background investigation that would enable them to Access the RPA’s own confidential information.
 - 2) Be fingerprinted and their identification and personal history verified through a check of the System’s master name index, Oregon LEDS, the National Crime Information Center, and the FBI’s Criminal Identification files.
 - 3) Obtain appropriate certifications from the Oregon State Police for any LEDS and NCIC transactions for which the User is authorized to perform within the System.
- D. The RPA acknowledges and agrees to comply with applicable CJIS Security Policy, including, but not limited to, verifying identification, performing a state of residency and national fingerprint-based record check within 30 days of assignment for all personnel who have direct access to Criminal Justice Information through RegJIN and for those RPA employees or contractors who have direct responsibility to configure and maintain computer systems and networks with direct access to Criminal Justice Information through RegJIN. If applicable, RPA shall deny or terminate Access and deny issuing or revoke a System User ID and password if, upon investigation, any RPA employee requesting or currently Using a System User ID and password is found to be in violation of current CJIS policy.
- E. The RPA acknowledges and agrees to immediately deactivate the System USER ID and password of any employee or contractor who is no longer an RPA employee, an RPA contractor, or who no longer requires Access to the System.
- F. RPA shall provide immediate notification to the System Manager of any security breach

that affects the System or any other City systems. RPA shall provide notification to the System Manager of any incident relating to System integrity such as a computer virus.

- G. Failure to comply with the Security and Access specifications contained in the Agreement and Exhibit D: Equipment and Security Requirements may, at the sole discretion of the City, result in the suspension of the RPA and the RPA Users' Access to the System until such failures are corrected to the City's satisfaction.

13. PROPRIETARY RIGHTS:

All trademarks, service marks, patents, copyrights, trade secrets, and other proprietary rights in or related to each Party are and will remain the exclusive property of that Party.

14. PAYMENT:

- A. RPA acknowledges and agrees to pay the City the amount set out in Exhibit A: User Fees, which shall conform to the Entry RPA cost allocations contained in the Cost Allocation Formula in the User Board Master IGA in effect at the time of billing.
- B. Additional RegJIN services and/or System functions that are not routinely provided to other Entry RPAs under this Agreement shall be added via Amendment and billed as a separate line item identified in Exhibit A.
- C. Exhibit A, User Fees, shall be adjusted to conform to changes in the Cost Allocation Formula or in the services and/or System functions provided by the City to the RPA.
- D. The City will invoice the RPA annually in conformance with Exhibit A: User Fees.
- E. The RPA shall submit payment within thirty (30) days of receipt of the invoice from the City.
- F. Failure to pay the City as due will suspend the RPA's Access to the System until fully paid up.
- G. In order to conform to the Cost Allocation Formula in the User Board Master IGA and to enable the invoice preparation per Exhibit A, RPA shall provide the City with the RPA's number of authorized sworn personnel plus any correctional deputies that will Access the System by April 1 of the calendar year before the next fiscal year during which the invoices apply.

15. CITY AUDITS:

The City, either directly or through a designated representative, may conduct financial and performance audits directly related to this Agreement. City audits shall be conducted in accordance with generally accepted auditing standards. RPA shall provide the City's internal auditor or external auditor, and their designees with a copy of all reports, including any management letters issued as a result of the specified audits.

Access to Records – The City internal auditor or City external auditor, and their designees, shall be given the right, and the necessary access, to review the work papers of RPA audits if the City deems it necessary. Copies of applicable records shall be made available upon request at no cost to the City.

16. DURATION, WITHDRAWAL AND TERMINATION:

- A. This Agreement is perpetual and shall continue from year to year unless otherwise terminated.
- B. This Agreement may be terminated by either Party by the provision of a 90-Day written notice of termination to the other Party. Termination notices must be provided in writing and sent by either certified US mail, return receipt requested, or by personal delivery.
- C. The effective date of termination shall be on January 1 of the year following the year during which the 90-day written notice expired.
- D. Upon the effective date of termination, the RPA may remove its RPA assets from the System including any System data belonging to the RPA. All costs associated with the reasonable removal of the RPA's assets including System data owned by the RPA will be the responsibility of the RPA, unless termination notice is provided by the City in which case the City will either keep the data or the RPA will be responsible for all costs associated with the reasonable removal of the RPA's assets including System data owned by the RPA.
- E. A minimum of 180 days shall be allocated for the System Manager to withdraw an RPA's assets including System data owned by the RPA from the System after the date upon which the termination becomes effective. The RPA may, at its option, continue to Access the System during this period.
- F. In the event of termination, RPA shall pay the City for work performed in accordance with the Agreement prior to the effective date of termination.

17. FORCE MAJEURE:

- A. In the event that either Party is unable to perform any of its obligations under this Agreement (or in the event of loss of Use) due to natural disaster, actions or decrees of governmental bodies or communications line failure not the fault of the affected Party (hereinafter referred to as a "Force Majeure Event"), the Party who has been so affected immediately shall give notice to the other Party and shall do everything possible to resume performance.
- B. If the period of nonperformance exceeds fifteen (15) Calendar Days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

18. VIOLATIONS OF THE AGREEMENT:

In the event of violation of the provisions of this Agreement, or violation of the security policy by the RPA, RPA employees, and/or RPA contractors, the City shall have the authority to immediately restrict or prohibit Access to the System by RPA Users, RPA PCs, RPA MDCs, and other RPA devices until resolution of the problem to the satisfaction of the City. The RPA shall be notified in writing of such action, given 30 days in which to cure the violation before Access is restricted or prohibited, and there shall be no charge for Access during any time that Access is prohibited.

19: ROLLING ESTOPPEL:

Unless otherwise notified by the RPA, it shall be understood that the City shall have met all its obligations under the Agreement. The City will be conclusively deemed to have fulfilled its obligations, unless it receives a deficiency report from the RPA within ninety (90) Days of the alleged deficiency and the RPA identifies the specific deficiency in the City's fulfillment of its obligations in that report. Deficiencies must be described in terms of how they have affected a specific performance requirement of City.

20. DISPUTE RESOLUTION:

The RPA shall cooperate with the City to assure that all claims and controversies which arise under this Agreement and which might affect the quality of such Services will be resolved as expeditiously as possible in accordance with the following resolution procedure:

- A. Any dispute between the City and RPA under this Agreement shall be resolved, if possible by the System Manager or their designee on behalf of the City and the Tualatin City Manager designee on behalf of the RPA.
- B. If the System Manager or the System Manager's designee and RPA are unable to resolve any dispute within three (3) Business Days, or such other time as mutually agreed upon, after notice of such dispute is given by either Party to the other, the matter shall be submitted to Bureau of Technology Services Chief Technology Officer on behalf of the City and Information Services Director or [Click Here and Type](#) designee on behalf of the RPA for resolution, if possible.
- C. If the City's Chief Technology Officer and RPA's [Click Here and Type](#) , or designee, are unable to resolve any dispute within fourteen (14) Calendar Days, or such other time as mutually agreed upon, the dispute shall be escalated to the Chief of Police/Sheriff.
- D. Should any dispute arise between the Parties concerning this Agreement that is not resolved by mutual agreement above within thirty (30) Calendar Days, or such other time as mutually agreed upon, it is agreed that such dispute will be submitted to mandatory mediated negotiation prior to any Party's commencing binding arbitration or litigation. In such an event, the Parties to this Agreement agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the Parties, but in the absence of such agreement each Party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. All costs of mediation shall be borne equally by the Parties.
- E. Should an equitable solution not result from the foregoing, the City and Contractor shall be free to agree to pursue either binding arbitration, litigation, or other remedies allowed under this Agreement.
- F. In the event the Parties elect to use arbitration to settle the dispute, within thirty (30) Days of a notice by either Party to the other requesting arbitration, the affected RPA shall select an arbitrator from a list of three (3) obtained from Arbitration Services of Portland, Inc. (ASP). For the avoidance of doubt, issues related to technology require an arbitrator with a background in computer systems or technology. The arbitrator shall, for purposes of the arbitration proceedings, apply the rules of mandatory arbitration as adopted by the ASP in effect at the time of the arbitration. Within sixty

(60) Days of the appointment of the arbitrator, the Parties shall concurrently submit to the arbitrator (supplying a copy to each other) a written statement of their respective legal and factual positions on the dispute. The arbitrator shall determine, after a hearing on the merits and within forty-five (45) Days after receipt of the statements, the determination of the dispute which determination shall be final and binding. Each Party shall bear equally the expense of the arbitrator and all other expenses of conducting the arbitration. Each Party shall bear its own expenses for witnesses, depositions, other costs incurred and attorney's fees.

- G. Unless ordered by the City to suspend Access, the RPA shall proceed with Use without any interruption or delay during the pendency of any of the foregoing dispute resolution. During the pendency of any of the foregoing dispute resolution procedures, the RPA shall continue to make all payments that are not in dispute, in accordance with the provisions of the Agreement.

21. NOTICE:

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following address or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving Party hereafter shall specify in writing:

If to the Provider:	RegJIN System Manager Portland Police Bureau 1111 SW Second Avenue, Room 1156 Portland, Oregon 97204-3232
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If to the RPA:	Agency Contact Info Larry Braaksma (name) Captain (title) Tualatin Police Department (office) 8650 SW Tualatin Rd (address) Tualatin, OR 97062 (city, state, zip)
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22. AMENDMENTS:

Except as a section or subsection may otherwise specifically provide, limit, or prohibit, the City and RPA may amend this Agreement at any time only by written Amendment executed by the City and the RPA.

Any changes to the provisions of this Agreement shall be in the form of an Amendment. No provision of this Agreement may be amended unless such Amendment is approved as to form by the City Attorney and executed in writing by authorized representatives of the Parties. If the requirements for Amendment of this Agreement as described in this section are not satisfied in full, then such Amendments automatically will be deemed null, void, invalid, non-binding, and of no legal force or effect.

23. INTERPRETATION:

The terms and conditions of this Agreement shall be liberally construed in accordance with the general purposes of this Agreement and according to Oregon law. This Agreement shall be

construed according to the laws of the State of Oregon without reference to its conflict of law provisions. Any litigation between the City and RPA arising under this Agreement shall occur, if in the state courts, in the Multnomah County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon.

24. INDEMNIFICATION:

To the extent permitted by the Constitutions and laws of Oregon the RPA and the City shall hold each other harmless and indemnify each other for the negligent acts, actions or omissions to act of their respective entity's, commissioners, officers, employees, and agents in the performance of their respective responsibilities and duties under this Agreement. Notwithstanding the foregoing, neither Party shall in any way be liable to hold harmless or indemnify the other Party for any costs or claims arising directly, or indirectly, out of any System related activities in which they are not participating.

25. ASSIGNMENT:

The rights and obligations of each party under this Agreement may not be assigned in whole or in part. Any attempted transfer shall be null and void, of no force or effect. Attempted transfer of this Agreement shall be considered Material Breach of contract.

26. WAIVER:

No waiver or any breach of Agreement shall be held to be a waiver of any other or subsequent breach of this Agreement.

27. REMEDIES:

The remedies provided in this Agreement are cumulative, and may be exercised concurrently or separately. The exercise of any one remedy shall not constitute an election of one remedy to the exclusion of any other.

28. SURVIVAL:

All obligations relating to confidentiality; indemnification; publicity; representations and warranties; proprietary rights as stated in this Agreement shall survive the termination or expiration of this Agreement.

29. NO THIRD PARTY BENEFICIARIES:

The Parties expressly agreed that nothing contained in the Agreement shall create any legal right or inure to the benefit of any third party.

This Agreement is entered into for the benefit of the City and RPA. Except as set forth herein, nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for breach of contract, personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

30. SEVERABILITY:

The terms of this Agreement are severable and a determination by an appropriate body having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part, shall not affect the remainder of this Agreement.

RegJIN PARTICIPANT INTERGOVERNMENTAL AGREEMENT

Signature Page


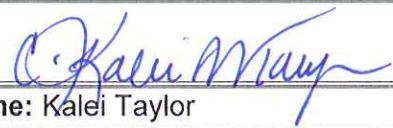
31. INTEGRATION:

This Agreement and the User Board IGA constitutes the entire Agreement between RPA and the City and supersedes all prior written or oral discussions, proposals, presentations, understandings or agreements between the Parties on this subject.

The Parties acknowledge that they have read and understand this Agreement and agree to be bound by the terms and conditions contained herein.

The Parties agree that they may execute this Agreement, and any Amendments to this Agreement, by electronic means, including the use of electronic signatures.

The Parties hereby cause this Agreement to be executed.

The City: City of Portland	RPA: City of Tualatin, Oregon
By: 	By:
Name: Mike Reese	Name:
Title: Chief of Police	Title:
Date: 12/19/14	Date:
By: 	By:
Name: Kalei Taylor	Name:
Title: Deputy City Attorney for the City of Portland	Title:
Date: 12/4/2014	Date:



STAFF REPORT

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos

FROM: Nicole Morris, Deputy City Recorder

DATE: 02/23/2015

SUBJECT: Consideration of Approval of a New Liquor License Application for Sushi Hana 9

ISSUE BEFORE THE COUNCIL:

The issue before the Council is to approve a new liquor license application for Sushi Hana 9.

RECOMMENDATION:

Staff respectfully recommends that the Council approve endorsement of the liquor license application for Sushi Hana 9.

EXECUTIVE SUMMARY:

Sushi Hana 9 has submitted a new liquor license application under the category of limited on-premises sales. This would permit them to sell factory-sealed containers of malt beverages, wine, and cider for on-site consumption; the definition of "limited on-premises sales" is: "sell and serve malt beverages, wine, and cider for onsite consumption. Allows the sale of malt beverages in containers (kegs) for off-site consumption. Sell malt beverages for off-site consumption in securely covered containers provided by the customer." The business is located at 16937 SW 65th Ave. The application is in accordance with provisions of Ordinance No. 680-85 which established a procedure for review of liquor licenses by the Council. Applicants are required to fill out a City application form, from which a review by the Police Department is conducted, according to standards and criteria established in Section 6 of the ordinance. The Police Department has reviewed the new liquor license application and recommended approval. According to the provisions of Section 5 of Ordinance No. 680-85 a member of the Council or the public may request a public hearing on any of the liquor license requests. If such a public hearing request is made, a hearing will be scheduled and held on the license. It is important that any request for such a hearing include reasons for said hearing.

FINANCIAL IMPLICATIONS:

A fee has been paid by the applicant.

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

Attachment C- Liquor License Application



OREGON LIQUOR CONTROL COMMISSION LICENSE TYPES

FULL ON-PREMISES SALES

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

LIMITED ON-PREMISES SALES

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

OFF-PREMISES SALES

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

BREWERY PUBLIC HOUSE

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

WINERY

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



CITY OF TUALATIN
LIQUOR LICENSE APPLICATION

pd. \$100.00
ck # 1015

Date 1/28/15

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

SECTION 1: TYPE OF APPLICATION

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

SECTION 2: DESCRIPTION OF BUSINESS

Name of business (dba): SUSHI HANA 9

Business address 16937 SW 65th Ave City Lake Oswego State OR Zip Code 97035

Mailing address 16937 SW 65th Ave City Lake Oswego State OR Zip Code 97035

Telephone # 503 639-7625 Fax #

Name(s) of business manager(s) First Justin Middle Last LTM

Date of birth Social Security # ODL# M X F

Home address City Portland State OR Zip Code 97224

Type of business Japanese Restaurant

Type of food served SUSHI

Type of entertainment (dancing, live music, exotic dancers, etc.) X

Days and hours of operation 10am 10pm Monday to Sunday

Food service hours: Breakfast Lunch Dinner

Restaurant seating capacity 47 Outside or patio seating capacity X

How late will you have outside seating? X How late will you sell alcohol? X

How many full-time employees do you have? 4 Part-time employees? 4

SECTION 3: DESCRIPTION OF LIQUOR LICENSE

Name of Individual, Partnership, Corporation, LLC, or Other applicants JL Hanaplus 2 LLC

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

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

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

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

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

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

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

LIMITED LIABILITY COMPANY: If this box is checked, provide full name, date of birth, and residence address of each member. If there are more than two members, use additional pages to complete this question. If members are not individuals, also provide for each member a description of the member's legal form and the information required by the section corresponding to the member's form.
Full name: Justin LTM Date of birth: [REDACTED]
Residence address: [REDACTED] portland OR 97227

Full name: _____ Date of birth: _____

Residence address: _____

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

SECTION 4: APPLICANT SIGNATURE

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

[Redacted Signature]

1/28/15

Signature of Applicant

Date

For City Use Only

Sources Checked:

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

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

Number of Tualatin arrest/suspect contacts for _____

It is recommended that this application be:

Granted

Denied

Cause of unfavorable recommendation: _____

[Redacted Signature]

2/14/15

Date

Kent W. Barker
Chief of Police
Tualatin Police Department



STAFF REPORT

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos

FROM: Nicole Morris, Deputy City Recorder

DATE: 02/23/2015

SUBJECT: Consideration of Approval of Liquor License Renewals for 2015

ISSUE BEFORE THE COUNCIL:

The issue before the Council is to approve liquor license renewal applications for 2015. Copies have not been included with this staff report but are available at the City Offices for review.

RECOMMENDATION:

Staff respectfully recommends that the Council approve endorsement of the liquor license renewals for 2015 as listed in Attachment A.

EXECUTIVE SUMMARY:

Annually the Oregon Liquor Control Commission (OLCC) require all liquor licenses be renewed. According to the provisions of City Ordinance No. 680-86, establishing procedures for liquor license applicants, applicants are required to fill out a City application form, from which a review by the Police Department is conducted according to standards and criteria established in the Ordinance. The liquor license renewal applications are in accordance with all ordinances and the Police Department has conducted reviews of the applications.

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

FINANCIAL IMPLICATIONS:

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

Attachments: [Attachment A- Liquor License Renewals 2015](#)

Liquor License Renewals 2015

Applebee's
Birra Deli
Boones Ferry Chevron
Bushwhackers Saloon
C.I. Bar & Grill
Café Yumm
Claim Jumper
Dickie Jo's Burgers
El Sol De Mexico
Fred Meyer #393
Grampy's Inc.
Haggen Food & Pharmacy #61
Hayden's Grill (catering)
Hot Seat Sports Bar
Jacksons #533 (DBA: Shell gas)
La Isla Bonita
Lakeside Bistro
Lee's Kitchen
Marinepolis sushi land
New Season's Market
Nicoli's Grill & Sports Bar
P.F Changs Bistro
Pastini Pastaria
Plaid Pantry #160
Qdoba Mexican Grill
Roxy's Island Grill
Royal Panda
Shari's of Tualatin #242
Stafford Hills Club
Stars Cabaret
Thai Bistro
Thai Cuisine
The Growler Guys
Tualatin Chevron
Tualatin Country Club
Tualatin Food Store
Tualatin Gas & Food
Tualatin Indoor Soccer
Walgreen's
Whole Foods Market