



City of Tualatin

TUALATIN CITY COUNCIL

Monday, July 13, 2015

**JUANITA POHL CENTER
8513 SW Tualatin Road
Tualatin, OR 97062**

EXECUTIVE SESSION begins at 6:00 p.m.

WORK SESSION- Cancelled

BUSINESS MEETING begins at 7:00 p.m.

**Mayor Lou Ogden
Council President Monique Beikman
Councilor Wade Brooksby Councilor Frank Bubenik
Councilor Joelle Davis Councilor Nancy Grimes
Councilor Ed Truax**

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

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

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

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

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

PROCESS FOR LEGISLATIVE PUBLIC HEARINGS

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

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

PROCESS FOR QUASI-JUDICIAL PUBLIC HEARINGS

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

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

TIME LIMITS FOR PUBLIC HEARINGS

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

EXECUTIVE SESSION INFORMATION

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

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



OFFICIAL AGENDA OF THE TUALATIN CITY COUNCIL MEETING FOR JULY 13, 2015

A. CALL TO ORDER
Pledge of Allegiance

B. ANNOUNCEMENTS

1. 2014-2015 Annual Report for the Tualatin Youth Advisory Council
2. Proclamation Declaring July 2015 as National Park and Recreation Month
3. Tualatin Crawfish Festival 2015 Announcement
4. ArtSplash Announcement
5. New Employee Introduction- Nadya Dowd, Permit Technician
6. New Employee Introduction- Margaret Gunther, Library Volunteer Specialist

C. CITIZEN COMMENTS

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

D. CONSENT AGENDA

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

1. Consideration of Approval of the Minutes for the City Council Work Session and Regular Meeting of June 22, 2015
2. Consideration of **Resolution No. 5245-15** Allowing the Mayor to Sign an Amendment to the Intergovernmental Agreement with TriMet for the Transit Police Division

3. Consideration of Resolution Number 5236-15 authorizing execution of a cooperative improvement maintenance agreement between the City of Tualatin and the State of Oregon for the Tualatin River Greenway Gap Completion Project.

E. SPECIAL REPORTS

1. Tualatin Visual Chronicle Art Presentation

F. ITEMS REMOVED FROM CONSENT AGENDA

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

G. COMMUNICATIONS FROM COUNCILORS

H. ADJOURNMENT

City Council Meeting

Meeting Date: 07/13/2015

ANNOUNCEMENTS: Tualatin Youth Advisory Council Annual Report

ANNOUNCEMENTS

2014-2015 Annual Report for the Tualatin Youth Advisory Council

SUMMARY

A. YAC Annual Report

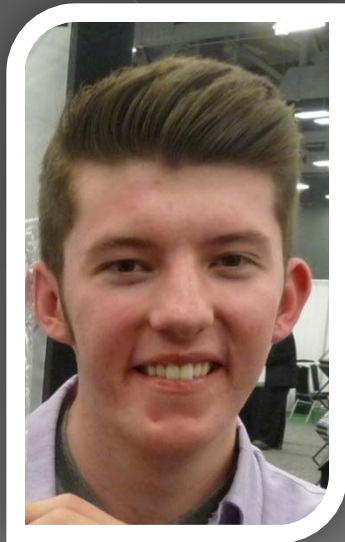
Tualatin Youth Advisory Council

2014/2015 Annual Report

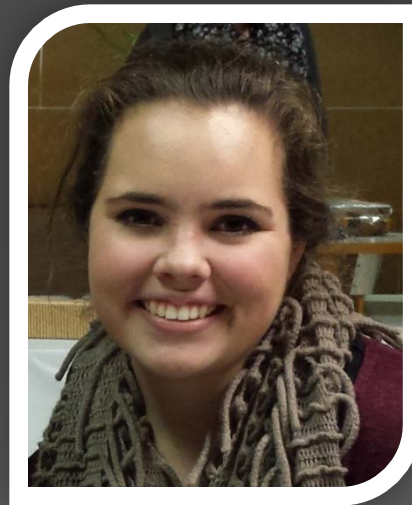
YAC Seniors



Brian Alexander



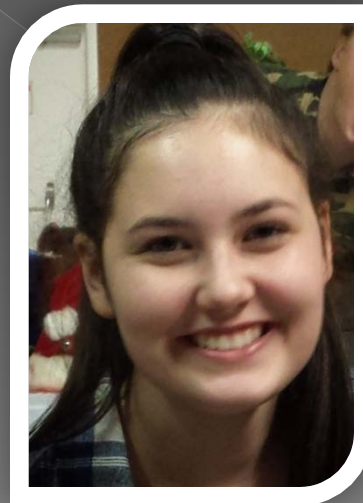
Collin Beikman



Mandy Pozo



Jaz Tojong



Maddie Simmons



Morgan Terhune

YAC Goals:

- ◉ Advise the Tualatin City Council on issues that affect youth.
- ◉ Serve as a communication link for youth to government, business, and the community.
- ◉ Identify and advocate for the needs of youth in our community.
- ◉ Identify and carry out events and activities for the community, which are important to youth.

We strive to meet these goals in three main ways.....

How we meet our goals:

- Advocacy
- Activities
- Education



Meeting our goals through advocacy.....

- Monthly council updates
- Youth and Elected Leader Social
- City facilities visioning meetings
- Beginning work on plan for Van Raden use as a teen center



Meeting our goals through activities....

- Volunteer at many city events, including:
 - > Movies on the Commons
 - > West Coast Giant Pumpkin Regatta
 - > Starry Nights and Holiday Lights
 - > Tualatin TRYathlon



City Activities



Meeting our goals through activities....

- ◉ Host activities for teens including:
 - > Haunted House
 - > Teen Kaleidoscope Run

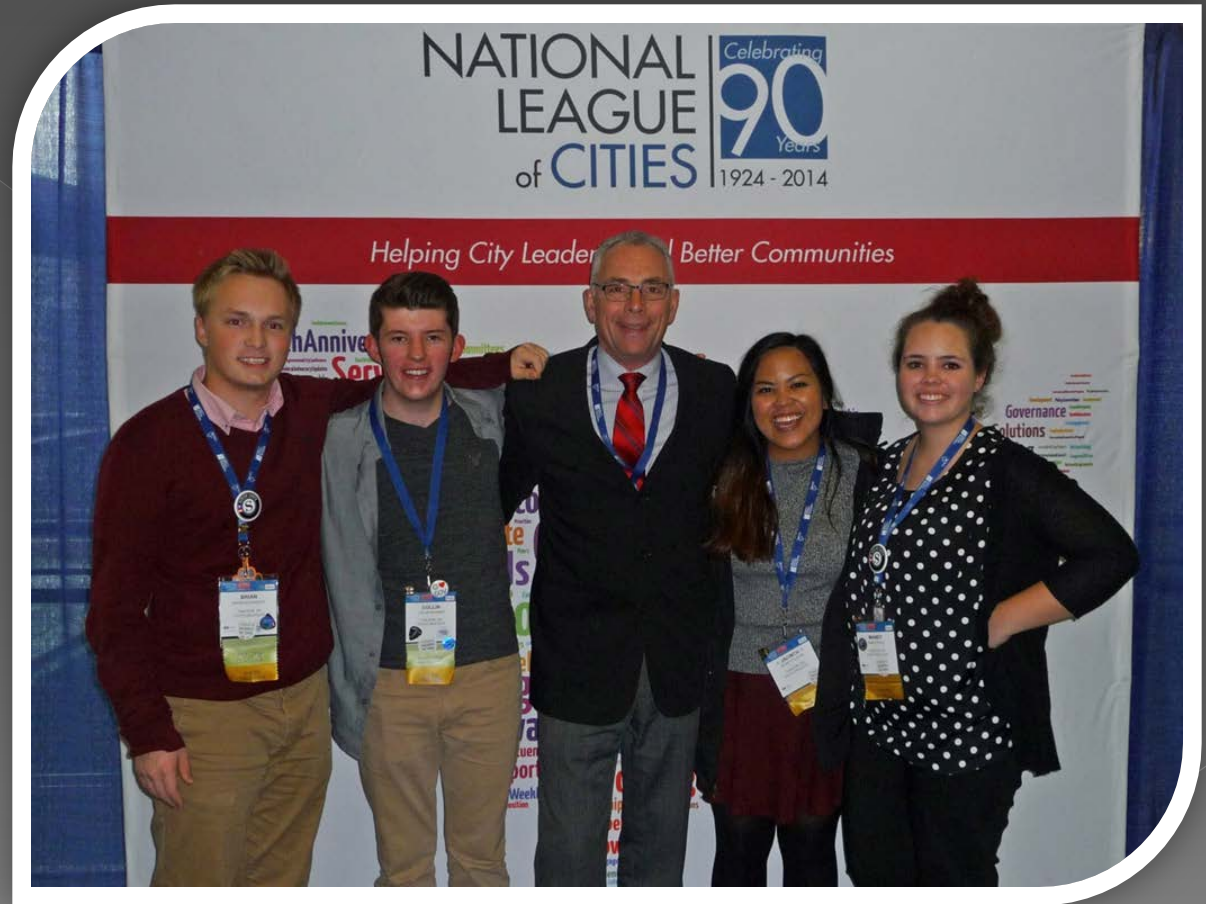


2014-15 Activities



Meeting our goals through education.....

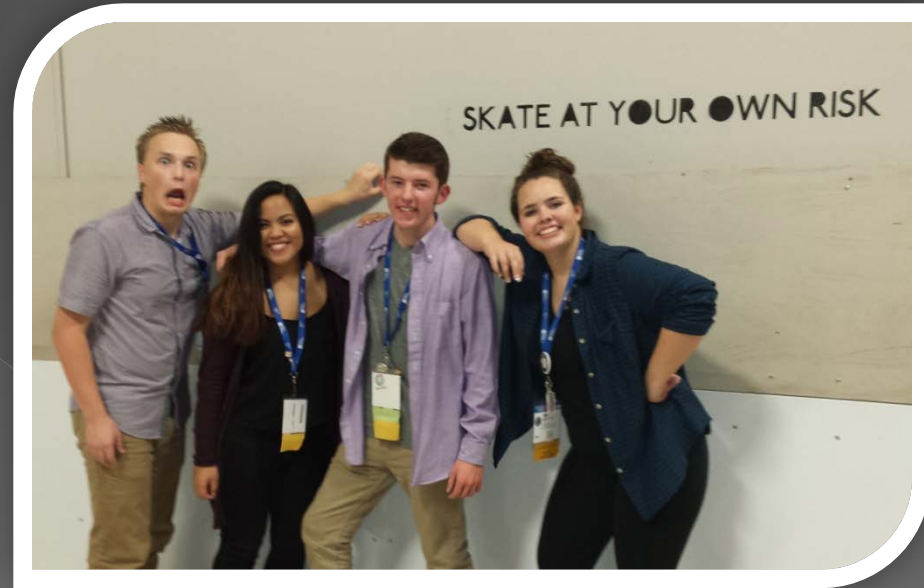
- Project FRIENDS
- National League of Cities Congress of Cities



Project F.R.I.E.N.D.S



National League of Cities 2014 Austin, TX



- Brian Alexander, Collin Beikman, Mandy Pozo, and Jaz Tojong attended conference workshops and youth-oriented events.

Thank You!



- Contributed 1,600 hours of service this year!
- We're looking forward to the challenges and rewards of next year!

City Council Meeting

Meeting Date: 07/13/2015

ANNOUNCEMENTS: Proclamation Declaring July 2015 as National Park and Recreation Month

ANNOUNCEMENTS

Proclamation Declaring July 2015 as National Park and Recreation Month

Park and Recreation Month Proclamation

Proclamation

PROCLAMATION DECLARING THE MONTH OF JULY 2015 AS NATIONAL PARK AND RECREATION MONTH

WHEREAS parks and recreation programs are an integral part of communities throughout this country, including Tualatin, and provide a place for children and adults to connect with nature, recreate outdoors, and have fun participating in the world around them; and

WHEREAS our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, provide peaceful and rejuvenating spaces which improve the mental and emotional health of all citizens; and

WHEREAS parks, trails, and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS parks and recreation areas are fundamental to the ecological and environmental well-being of our community by improving water quality, protecting groundwater, preventing flooding, improving the quality of the air we breathe, providing vegetative buffers to development, and producing habitat for wildlife; and

WHEREAS Tualatin residents recognize the benefits derived from parks and recreation resources and are dedicated and enthusiastic parks and recreation program users.

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

All citizens are urged to celebrate and use our community parks and recreation facilities and programs to increase joy and happiness, health and fitness, and social connections.

The City of Tualatin celebrates the thirtieth year of Park and Recreation Month and supports the enduring importance of parks and recreation by proclaiming the month of July as Parks and Recreation Month in Tualatin.

INTRODUCED AND ADOPTED this 13th day of July, 2015.

CITY OF TUALATIN, OREGON

BY _____
Mayor

ATTEST:
BY _____
City Recorder

City Council Meeting

Meeting Date: 07/13/2015

ANNOUNCEMENTS: Tualatin Crawfish Festival 2015 Announcement

ANNOUNCEMENTS

Tualatin Crawfish Festival 2015 Announcement

Crawfish Festival



2015 Event Sponsors



**Saturday
Sponsor**



**BRIDGEPORT
VILLAGE**

**Sunday
Sponsor**

Other Major Sponsors



City of Tualatin



**MERIDIAN PARK
MEDICAL CENTER**

New Concepts



- Corks & Kegs area Bigger & Better
- Better Entertainment
- Classic Car show on Sunday
- Dodgeball Tournament

City Council Meeting

Meeting Date: 07/13/2015

ANNOUNCEMENTS: ArtSplash Announcement

ANNOUNCEMENTS

ArtSplash Announcement

PowerPoint



Art Show and Sale

Tualatin Commons

8325 SW Nyberg Street

Show Hours

Friday, July 24 12 pm-9 pm

Saturday, July 25 11 am-9 pm

Sunday, July 26 10 am-4 pm



ART splash



Sponsored by the Tualatin Arts Advisory Committee



City of Tualatin



STAFF REPORT

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos

FROM: Nicole Morris, Deputy City Recorder

DATE: 07/13/2015

SUBJECT: Consideration of Approval of the Minutes for the City Council Work Session and Regular Meeting of June 22, 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 June 22, 2015.

RECOMMENDATION:

Staff respectfully recommends that the Council adopt the attached minutes.

Attachments: [City Council Work Session Minutes of June 22, 2015](#)
[City Council Meeting Minutes of June 22, 2015](#)



Present: Mayor Lou Ogden; Councilor Frank Bubenik; Councilor Joelle Davis; Councilor Nancy Grimes; Councilor Ed Truax

Absent: Council President Monique Beikman; Councilor Wade Brooksby

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; Economic Development Manager Ben Bryant; Assistant City Manager Alice Cannon; Management Analyst II Zoe Monahan; Public Works Director Jerry Postema

CALL TO ORDER

Mayor Ogden called the meeting to order at 5:45 p.m.

1. ***Update from Greater Portland Inc.***

Janet LaBar, CEO of Greater Portland Inc.(GPI), presented and overview and update of GPI. A brief background was given on the transition from Greenlight Greater Portland to GPI. The public-private partnership has grown and evolved over the last four years since the transition and now supports the regional economy by providing marketing, recruitment, retention and expansion expertise. GPI supports seven counties with a total population over 2.3 million.

Councilor Truax asked how the loss at the Port of Portland has affected the regional economy. Ms. LaBar stated rail and air activities have increased as a result of the departure. She noted GPI has reached out to the Port to help support their efforts in recruiting a new operator.

Ms. LaBar briefed the Council on GPI's 2015 work plan. The plan concentrates on three themes: uniting regionally to compete globally, stay and grow in Greater Portland, and choose Greater Portland. Tactics for each theme were presented. Ms. LaBar recapped the services GPI provides including business development, marketing, research and analysis, connectivity, and regional competitiveness.

Mayor Ogden asked what makes the region better than others and what some of the frustrations are. Ms. LaBar stated the region provides an outstanding quality of life where a work/life balance is supported. She also noted the talent of the workforce in the region is strong. The biggest frustration she faces is the lack of support for economic development by the private sector.

2. ***Washington County 2015 Funding Measures Overview.***

Library Manager Jerianne Thompson and Washington County Cooperative Library Services (WCCLS) Director Eva Calcagno presented information on the 2015 Public Safety and Library Levies. Ms. Calcagno stated the public safety levy is a renewal of the current levy. The levy provides services to city neighborhoods, urban unincorporated communities, and rural areas. The levy pays for special enforcement teams, victim assistance and prosecution services, parole, probation and juvenile services, operation of the jail and work-release center, and emergency shelters for women and children who are victims of domestic violence.

Ms. Calcagno spoke to the library levy stating it is a replacement levy. The levy is the primary funding source for nine cities and two non-profit libraries. The levy will maintain library operations, add additional hours, provide operational support for new and expanded library outlets, continue support for children's reading programs, improve reading and learning support for students, purchase books and other materials, and increase efficiencies in service delivery.

Ms. Calcagno noted both levies are five year local option levies that would start in July of 2016. The public safety levy would renew at a rate of 42 cents per \$1,000 assessed value. The library levy would replace the current levy and increase by 5 cents to a total of 22 cents per \$1,000 assessed value.

Councilor Truax asked about the Garden Home library funding. Ms. Calcagno stated Garden Home is a non-profit library and is 93% funded by the levy.

Manager Thompson stated the Tualatin library receives 25% of its funding from the levy. She noted if the replacement levy were to pass the library would see a increase in revenue by 9% or approximately \$3.2 million over 5 years. The additional funding from the levy would help to support programming including reading programs for youth and workforce development.

Mayor Ogden asked why the increase in the levy is necessary. Ms. Calcagno stated this would be the first increase to the levy since 2006. The additional funding would cover the cost of inflation, additional services, and new growth to the system. City Manager Lombos added the WCCLS policy committee worked on this proposal for 18 months before forwarding to the executive committee where the recommendation for the increase was unanimously approved.

3. *SW Corridor Plan Project Framing and Update.*

Assistant City Manager Alice Cannon and Management Analyst Zoe Monahan presented an update on the Southwest Corridor Plan. Manager Cannon recapped the projects scope and purpose. Topics to be addressed by the project include alignment and terminus locations in Tualatin and the preferred high capacity transit modes. Existing City policies identifying the project were recapped. Key considerations and challenges for the project were addressed. Manager Cannon spoke to the public involvement plan. Public involvement will include Metro/TriMet community meetings, online outreach, local meetings and focus groups, CIO and employer outreach, and property owner outreach. The schedule for Tualatin and the Steering committee were reviewed.

Councilor Bubenik would like to see a pre-mortem completed for the project

including facts and questions that could be presented by those in favor and opposed to the project. He wants to ensure the City clearly conveys why this project makes sense.

Mayor Ogden wants to ensure all the objections to the project are clearly listened to so the City can learn from the objections and apply them where needed.

Councilor Davis stated this project is important as it will help to connect youth to higher education opportunities and job training. She stated completing these connections in Tualatin will help the community to succeed.

Mayor Ogden expressed concern with the time frame. He would like to cut out open houses and see the resources spent on higher value outreach.

4. Council Meeting Agenda Review, Communications & Roundtable.

None

ADJOURNMENT

The work session adjourned at 7:02 p.m.

Sherilyn Lombos, City Manager

_____ / Nicole Morris, Recording Secretary

_____ / Lou Ogden, Mayor



OFFICIAL MINUTES OF THE TUALATIN CITY COUNCIL MEETING FOR JUNE 22, 2015

Present: Mayor Lou Ogden; Councilor Frank Bubenik; Councilor Joelle Davis; Councilor Nancy Grimes; Councilor Ed Truax

Absent: Council President Monique Beikman; Councilor Wade Brooksby

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; Associate Planner Cindy Hahn; Economic Development Manager Ben Bryant; Assistant City Manager Alice Cannon; Library Manager Jerianne Thompson; Management Analyst II Kelsey Lewis; Human Resources Director Janet Newport; Public Works Director Jerry Postema

A. CALL TO ORDER

Pledge of Allegiance

Mayor Ogden called the meeting to order at 7:04 p.m.

B. ANNOUNCEMENTS

1. Community Enhancement Award Presentation to CenterCal Properties

Management Analyst Kelsey Lewis and Tualatin Arts Advisory Committee Member Gary Thompson presented a recommendation for the Community Enhancement Award. Mr. Thompson announced CenterCal Properties as the proposed recipient for the "I Wonder" bronze sculpture at the Nyberg Rivers Shopping Center. Yvonne Addington provided information on the background of the Ice Age theme for the sculpture.

Mayor Ogden thanked the committee for their recommendation. The Council accepted the recommendation and granted the award to CenterCal Properties. Chad Hastings, General Manager for CenterCal Properties, accepted the award. He thanked the Council and the Committee.

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.

Washington County Sheriff Pat Garrett spoke to the public safety local option levy renewal. He noted the current levy has allowed the County to provide support services to the City for the past 15 years.

Tualatin Chamber of Commerce CEO Linda Moholt announced the Chamber would be donating \$1,000 to the America's Best Community grant. She encouraged other businesses and citizens to donate.

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 Ed Truax, SECONDED by Councilor Frank Bubenik to adopt the consent agenda.

Aye: Mayor Lou Ogden, Councilor Frank Bubenik, Councilor Joelle Davis, Councilor Nancy Grimes, Councilor Ed Truax

Other: Council President Monique Beikman (Absent), Councilor Wade Brooksby (Absent)

MOTION CARRIED

1. Consideration of Approval of the Minutes for the City Council Work Session and Regular Meeting of June 8, 2015
2. Consideration of **Resolution No. 5241-15** Amending Water, Sewer and Surface Water Management Rates Inside the City of Tualatin and Rescinding Resolution 5202-14
3. Consideration of **Resolution No. 5242-15** Authorizing Changes to the Adopted 2014-2015 Budget
4. Consideration of **Resolution No. 5244-15** Approving and Authorizing the Provision of Workers' Compensation Insurance Coverage to Volunteers of the City of Tualatin and Repealing Resolution No. 5194-14

E. PUBLIC HEARINGS – Legislative or Other

1. Consideration of **Resolution No. 5243-15** Adopting the City of Tualatin Budget for the Fiscal Year Commencing July 1, 2015, Making Appropriations, Levying Ad-Valorem Taxes, and Categorizing the Levies

Finance Director Don Hudson presented a resolution to adopt the fiscal year 2015-16 City budget. He stated this year's total budget is \$78,964,170. The proposed budget was approved by the Budget Committee on May 27. The tax rate, if approved, would be \$2.2665 per \$1,000 assessed value with \$975,000 to be levied for bonded debt. Director Hudson highlighted proposed additions to this year's budget including growth in recreation programming, youth programming in the library, and staffing to the police and public works departments.

PUBLIC COMMENT

None

COUNCIL QUESTIONS/DELIBERATIONS

None

MOTION by Councilor Joelle Davis, SECONDED by Councilor Nancy Grimes to adopt Resolution No. 5243-15 adopting the City of Tualatin budget for the fiscal year commencing July 1, 2015, making appropriations, levying ad-valorem taxes, and categorizing the levies.

Aye: Mayor Lou Ogden, Councilor Frank Bubenik, Councilor Joelle Davis, Councilor Nancy Grimes, Councilor Ed Truax

Other: Council President Monique Beikman (Absent), Councilor Wade Brooksby (Absent)

MOTION CARRIED

F. GENERAL BUSINESS

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

1. Consideration of **Ordinance No. 1380-15** Relating to Blocks 28 And 29 of the Central Urban Renewal Plan Area; Amending Tualatin Development Code 60.030 to Allow Office, Retail, Service and Other Commercial Uses in Blocks 28 And 29; Restricting Such Office, Retail, Service, And Other Commercial Uses to No More Than 60,000 Square Feet Per Parcel; Prohibiting Retail and Cardlock Automobile Service Stations; Prohibiting Motels or Tourist Courts; Deleting Tualatin Development Code 60.050; Amending Tualatin Development Code Map 9-4 to Remove the Employment Area Designation on Blocks 28 And 29; and Adding New Provisions. (PTA-15-02).

Mayor Ogden noted a staff report for PTA 15-02 was presented during a public hearing held on June 8.

PUBLIC COMMENT

None

COUNCIL QUESTIONS/DELIBERATIONS

None

MOTION by Councilor Joelle Davis, SECONDED by Councilor Frank Bubenik for first reading by title only.

Aye: Mayor Lou Ogden, Councilor Frank Bubenik, Councilor Joelle Davis, Councilor Nancy Grimes, Councilor Ed Truax

Other: Council President Monique Beikman (Absent), Councilor Wade Brooksby (Absent)

MOTION CARRIED

MOTION by Councilor Joelle Davis, SECONDED by Councilor Frank Bubenik for second reading by title only.

Aye: Mayor Lou Ogden, Councilor Frank Bubenik, Councilor Joelle Davis, Councilor Nancy Grimes, Councilor Ed Truax

Other: Council President Monique Beikman (Absent), Councilor Wade Brooksby (Absent)

MOTION CARRIED

MOTION by Councilor Joelle Davis, SECONDED by Councilor Frank Bubenik to adopt Ordinance No. 1380-15 relating to Blocks 28 and 29 of the Central Urban Renewal Plan area; amending Tualatin Development Code 60.030 to allow office, retail, service and other commercial uses in Blocks 28 and 29; restricting such office, retail, service, and other commercial uses to no more than 60,000 square feet per parcel; prohibiting retail and cardlock automobile service stations; prohibiting motels or tourist courts; deleting Tualatin Development Code 60.050; amending Tualatin Development Code map 9-4 to remove the employment area designation on blocks 28 and 29; and adding new provisions. (pta-15-02).

Aye: Mayor Lou Ogden, Councilor Frank Bubenik, Councilor Joelle Davis, Councilor Nancy Grimes, Councilor Ed Truax

Other: Council President Monique Beikman (Absent), Councilor Wade Brooksby (Absent)

MOTION CARRIED

2. Consideration of **Ordinance No. 1382-15** Adopting the Core Area Parking District Tax Rate and Credit for Fiscal Year 2015/16

Finance Director Don Hudson presented an ordinance to adopt the Core Area Parking District tax rate and credit for fiscal year 2015-16. He stated the Core Area Parking District Board and staff recommend the tax rate remain at the current rate of \$155.34 for the fiscal year. With the rate remaining the same the total estimated tax revenue for the district would be \$55,000. Approval of the rate will allow services to remain at their current levels.

PUBLIC COMMENT

None

COUNCIL QUESTIONS/DELIBERATIONS

None

MOTION by Councilor Joelle Davis, SECONDED by Councilor Frank Bubenik for first reading by title only.

Aye: Mayor Lou Ogden, Councilor Frank Bubenik, Councilor Joelle Davis, Councilor Nancy Grimes, Councilor Ed Truax

Other: Council President Monique Beikman (Absent), Councilor Wade Brooksby (Absent)

MOTION CARRIED

MOTION by Councilor Frank Bubenik, SECONDED by Councilor Joelle Davis for second reading by title only.

Aye: Mayor Lou Ogden, Councilor Frank Bubenik, Councilor Joelle Davis, Councilor Nancy Grimes, Councilor Ed Truax

Other: Council President Monique Beikman (Absent), Councilor Wade Brooksby (Absent)

MOTION CARRIED

MOTION by Councilor Joelle Davis, SECONDED by Councilor Frank Bubenik to adopt Ordinance No. 1382-15 adopting the Core Area Parking District tax rate and credit for Fiscal Year 2015/16.

Aye: Mayor Lou Ogden, Councilor Frank Bubenik, Councilor Joelle Davis, Councilor Nancy Grimes, Councilor Ed Truax

Other: Council President Monique Beikman (Absent), Councilor Wade Brooksby (Absent)

MOTION CARRIED

3. City Facilities Study Report

Deputy City Manager Sara Singer presented the City Facilities Study report. Goals and objectives for the project were recapped. Public involvement tools were reviewed. Additional data was presented including general parking requirements, municipal court caseloads and attendance, and information on neighboring cities. Facility alternatives at Aspen Place, the Police Department, the River House site, the Commons site, and the Library were reviewed.

City Facilities Task Force recommendations were presented. Prioritization criteria for the task force were reviewed. Two recommendations from the task force were presented. Recommendations included moving forward with due diligence on the Aspen Place Building and new construction on the Tualatin Commons with the caveat that a traffic analysis be completed for both options. An additional recommendation to expand the library functions into the existing City Office space was proposed.

Deputy City Manager Singer stated next steps include Council giving direction on

preferred alternatives. After preferred alternatives are established the due diligence process can begin.

Mayor Ogden asked the task force's opinion on the Police Department site. Deputy City Manager Singer stated the task force did not recommend the site as a preferred alternative because the city owns the site making it a non-time sensitive alternative. Additionally the task force presented concerns regarding access to the site. Councilor Grimes added the task force was focused on bringing people into the downtown area.

Mayor Ogden asked if costs of the alternatives were discussed. Deputy City Manager Singer stated no specific comments to costs were raised, as cost was just one piece of the prioritization criteria.

Councilor Davis asked when access concerns at the Aspen Place building would be analyzed. Deputy City Manager Singer stated these concerns would be reviewed during the due diligence process.

Mayor Ogden asked if city staff input had been received. Deputy City Manager Singer stated staff comments are available for review in the public involvement report. She noted staff recommended further researching the Aspen Place Building and the Police Department site, as well as reviewing both library alternatives.

Councilor Grimes asked about costs for moving three alternatives forward instead of two in the due diligence process. Deputy City Manager Singer stated each alternative would need to be scoped before costs would be available. City Manager Lombos recommended Council narrow the alternatives to two based on staff workloads.

Mayor Ogden asked if the property owners at the commons site were interested in selling the property. Deputy City Manager Singer stated attempts had been made to reach out to the property owner and the city has yet to hear back.

Councilor Davis requested to specifically see feedback from the police department on the potential of locating next door to their department. Police Chief Kent Barker stated he would rely on traffic engineers to determine the feasibility of positive ingress and egress on the site.

Council consensus was reached to move forward with the due diligence process on the Aspen Place Building and to continue to try and contact the property owners at the commons site. Council requested the Police Department site be scoped and a cost of due diligence be established. Consensus was reached to expand library functions into existing City Office space.

G. ITEMS REMOVED FROM CONSENT AGENDA

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

H. COMMUNICATIONS FROM COUNCILORS

Councilor Bubenik thanked the Police Department for putting on a successful Citizen's Academy.

Councilor Bubenik reminded citizens about the America's Best Community grant. The group must raise \$15,000 by August 1 to reach the next round in the grant process. He directed citizens to visit www.tualatinabc.org for more information.

I. ADJOURNMENT

Mayor Ogden adjourned the meeting at 8:38 p.m.

Sherilyn Lombos, City Manager

_____ / Nicole Morris, Recording Secretary

_____ / Lou Ogden, Mayor



STAFF REPORT

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Merab Smith, Office Coordinator

DATE: 07/13/2015

SUBJECT: Consideration of **Resolution No. 5245-15** Allowing the Mayor to Sign an Amendment to the Intergovernmental Agreement with TriMet for the Transit Police Division

ISSUE BEFORE THE COUNCIL:

City Council will consider authorizing the Mayor to approve an amendment to the Intergovernmental Agreement with Tri-County Metro Transportation District of Oregon (TriMet) and the City of Portland for Transit Police. The amendment is to extend the term of the Agreement through September 28, 2015.

RECOMMENDATION:

Staff recommends Council consider the attached resolution.

EXECUTIVE SUMMARY:

The Intergovernmental Agreement among TriMet, the City of Portland and the City of Tualatin expired on June 30, 2015. The parties were unable to propose a new mutually agreed upon contract. The proposed Amendment is to extend the current agreement until September 28, 2015 in order to have time to make changes and updates to the new contract.

The parties agree to the following:

1. The term of the Agreement is hereby extended through September 28, 2015.
2. All other terms and conditions of the Agreement shall remain in full force and effect.

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

FINANCIAL IMPLICATIONS:

The City of Tualatin will continue to receive 105% of the salary for our Transit Police Officer.

Attachments: [Resolution 5245-15](#)

RESOLUTION NO. 5245-15

RESOLUTION AUTHORIZING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN TRI-COUNTY METRO TRANSPORTATION DISTRICT OF OREGON (TRIMET) AND THE CITY OF PORTLAND FOR TRANSIT POLICE

WHEREAS, The City Council approves and accepts the attached amendment to the Intergovernmental Agreement between the Tri-County Metropolitan transportation District (TriMet) and the City of Portland to extend the term of the Agreement through September 28, 2015; and

WHEREAS, all other terms and conditions of the Agreement shall remain in full force and effect; and

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

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

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

Section 1. The City Council approves and accepts the attached amendment to the Intergovernmental Agreement between the Tri-County Metropolitan transportation District (TriMet) and the City of Portland to extend the term of the Agreement through September 28, 2015.

Section 2. All other terms and conditions of the Agreement shall remain in full force and effect.

Section 3. This resolution is affective upon adoption.

Adopted by the City Council this 13 Day of July, 2015.

CITY OF TUALATIN, OREGON

BY _____
Mayor

APPROVED AS TO FORM

ATTEST:

BY _____
City Attorney

BY _____
City Recorder



STAFF REPORT

CITY OF TUALATIN

TO: Honorable Mayor and Members of the City Council

THROUGH: Sherilyn Lombos, City Manager

FROM: Paul Hennon, Community Services Director

DATE: 07/13/2015

SUBJECT: Consideration of Resolution Number 5236-15 authorizing execution of a cooperative improvement maintenance agreement between the City of Tualatin and the State of Oregon for the Tualatin River Greenway Gap Completion Project.

ISSUE BEFORE THE COUNCIL:

The Council will consider approving a cooperative improvement maintenance agreement with the State of Oregon for the portion of the Tualatin River Greenway Gap Completion Project under Interstate 5.

RECOMMENDATION:

Staff recommends that the Council adopt the attached resolution.

EXECUTIVE SUMMARY:

The Tualatin River Greenway Gap Completion Project will extend the Tualatin River Greenway trail from Barngrover Street, along the Tualatin River, under Interstate 5, to the old RV Park of Portland property located on Nyberg Lane, a distance of about three-fourths of a mile.

In August 2014, the Oregon Transportation Commission awarded the City a *ConnectOregon V* Grant in the amount of \$1,585,800 for the Tualatin River Greenway Gap Completion Project. The Tualatin City Council authorized execution of an intergovernmental agreement between the City of Tualatin and the State of Oregon for the *ConnectOregon V* Grant (Project No. 30601).

The intergovernmental agreement for the *ConnectOregon V* grant requires that the City enter into a Cooperative Improvement Maintenance Agreement covering the City's and State's obligations and General Provisions for the City to construct a shared use path, railing, lighting, and related facilities on the ODOT right of way and under the I-5 Tualatin River Bridge, Bridge Number 02376B.

FINANCIAL IMPLICATIONS:

The costs to maintain the improvements under the Interstate 5 bridge have been incorporated into the overall costs to maintain the new three-quarter mile segment of the Tualatin River Greenway Trail. The maintenance costs have been included in the adopted FY15/16 budget.

Attachments: Agreement
 Resolution

COOPERATIVE IMPROVEMENT MAINTENANCE AGREEMENT
Project Name: Tualatin River Greenway Trail Maintenance

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as "State" and **City of Tualatin**, acting by and through its elected officials, hereinafter referred to as "Agency," both hereinafter referred to individually or collectively as "Party" or "Parties."

RECITALS

1. The Tualatin River Greenway Trail is under the jurisdiction and control of the City of Tualatin. The Tualatin River Greenway Trail is under the jurisdiction of ODOT under I-5 right of way.
2. By the authority granted in Oregon Revised Statutes (ORS) [190.110](#), [366.572](#) and [366.576](#), State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
3. State and Agency entered into Grant Agreement *ConnectOregon V*, Tualatin River Greenway Trail ("Project"), ODOT MCA030125 on December 29, 2014 which is hereby incorporated by reference and made part of this Agreement. Project consists of design and construction of a 10 to 12-foot-wide concrete and boardwalk, shared-use path approximately 0.77 miles long from Nyberg Lane to Barngrover Street. The Project includes a lighted paved path and railing under I-5 Tualatin River Bridge, Bridge Number 02376B, located at I-5 mile point 289.85; gateway features; trash receptacles; benches; interpretive signs and landscaping. The eastern terminus of the Project is along the Tualatin River near the eastern boundary of TAX Lot 2800, Map 2S 1 24A (Forest Rim Apartments) and the western terminus is Barngrover Street.
4. The purpose of this Agreement is to outline any maintenance and utility responsibilities pertaining to the Tualatin River Greenway Trail, located on State right of way, identified in Paragraph 3 above. The location of the Agency Project is as shown on the map attached hereto, marked Exhibit A – Tualatin River Greenway Trail, and by this reference made a part hereof.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. The Parties agree that per the *ConnectOregon* Grant Agreement No. 30125, Agency is responsible for ongoing utilities and maintenance of the Project outlined in Agency Obligations Paragraph 3 and the approved Project Plans.
2. This Agreement shall become effective on the date all required signatures are obtained and shall remain in effect for the purpose of ongoing utilities and maintenance responsibilities into perpetuity.

AGENCY OBLIGATIONS

1. Agency will permit State access along path from outside State I-5 right of way to reach the area under the Tualatin River Bridge for normal maintenance operations and emergency response, including but not limited to hazardous material spills, and flood damage.
2. Agency shall, upon completion of the Project, assume 100 percent of maintenance costs associated with the Project.
3. Agency shall be required to obtain a utility permit for installation of conduit and associated electrical items.
4. Agency shall, at its own expense, maintain and operate Project upon completion and throughout the useful life of Project at a minimum level that is consistent with normal depreciation or service demand or both. State and Agency agree that the useful life of Project is defined as twenty (20) years.
5. Agency shall maintain all items identified in Exhibit B – Maintenance Detail, and by this reference made a part hereof. Agency shall ensure the Project area has proper security methods in place to ensure the multi-use trail is safe and available for long term use by the public.
6. Agency shall ensure that the tasks associated with the maintenance activities referred to in Agency Obligations, Paragraph 3 above are maintained at a minimum using State Standards for Maintenance.
7. Agency shall provide to State's *ConnectOregon* Program Manager, a copy of this Agreement with State for the portion of the Project located on State right of way. State will not release the final retainage reimbursement pursuant to Paragraph 6.c.ii, of the *ConnectOregon V* Grant Agreement until State's *ConnectOregon* Program Manager receives a copy of this Agreement.
8. Agency shall ensure it does not proceed with construction bid process or construction of the Project until State provides its review and concurrence of the Project and issues Notice to Proceed to Agency.

State/Agency
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9. Agency certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs for maintenance and utilities of the Project within Agency's current appropriation or limitation of its budget. Agency shall not be indebted or liable for any obligation created by this Agreement in excess of the debt limitation of Article XI, Section 10, of the Oregon Constitution.
10. Agency certifies and represents that the individuals signing this Agreement have been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
11. Agency Contact for this Project is Paul Hennon, Community Services Director, 8515 SW Tualatin Road, Tualatin, OR 97062-7092, 503.691.3060, phennon@ci.tualatin.or.us or assigned designee upon his absence. Agency shall notify State in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. State grants Agency the right to enter onto State right of way for the performance of Agency duties as set forth in this Agreement. If necessary State will close the path to protect the public or accommodate work operations. In emergency or urgent situations closures may occur without notice.
2. State shall provide review of the Project and upon completion of the review and concurrence of the Project State shall issue a Notice to Proceed to Agency.
3. State's Project Manager for this Agreement is Justin Shoemaker, Project Development Liaison, Region 1 Project Services, 123 NW Flanders Street, Portland, OR 9720, (503)731-8486, Email: justin.d.shoemaker@odot.state.or.us or assigned designee upon his absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by either Party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.
2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Parties fail to provide services called for by this Agreement within the time specified herein or any extension thereof.

- b. If Agency fails to perform any of the other provisions of this Agreement, or so fail to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fail to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in [ORS 30.260](#) ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
5. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, [ORS 30.260](#) to [30.300](#), if State had sole liability in the proceeding.
6. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such

expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, [ORS 30.260](#) to [30.300](#), if it had sole liability in the proceeding.

7. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
8. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
9. Except as otherwise provided in the Agreement, this Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

SIGNATURE PAGE TO FOLLOW

State/Agency
Agreement No. 30601

CITY OF TUALATIN, acting by and through
its elected officials

By _____
City Manager

Date _____

By _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Counsel

Date _____

Agency Contact:

Paul Hennon, Community Services Director
City of Tualatin
8515 SW Tualatin Road
Tualatin OR 97062-7092
Phone: 503-691-3060
Fax: 503-691-9786
phennon@ci.tualatin.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Region 1 Manager

Date _____

By _____
District 2B Manager

Date _____

By _____
Region 1 Project Services Manager

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By David B. Hatten
Assistant Attorney General

Date 6/19/2015

State Contact:

Justin Shoemaker
Project Development Liaison
Region 1 Project Services
123 NW Flanders Street
Portland, OR 97209
(503)731-8486
justin.d.shoemaker@odot.state.or.us

EXHIBIT A –Tualatin River Greenway Trail

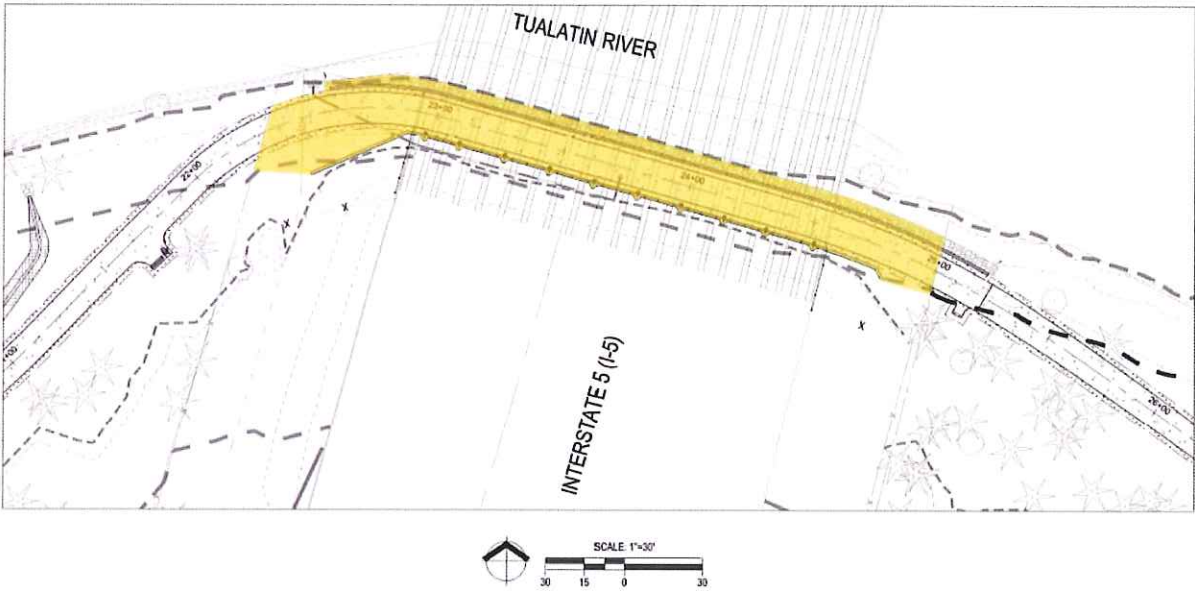


EXHIBIT B – MAINTENANCE DETAIL

Graffiti / Vandalism:

1. Agency will be responsible for all features identified as Agency maintained area as shown on Exhibit A – Tualatin River Greenway Trail.
2. State maintains all features that lie outside of the horizontal limits of the Agency maintained area as shown on Exhibit A. State will meet its responsibility to remove graffiti within time limits that fit its overall maintenance schedule.
3. Agency may request approval to remove graffiti at Agency's cost if Agency desires removal in a shorter time frame than State schedules allow.

Fencing:

1. Agency shall be responsible for costs to repair to damage arising from vandalism, flooding and Agency operations.
2. State shall own and control fencing installed within its right of way as part of this Project.
3. State shall own and control the unauthorized personnel prevention fencing installed under the I-5 structure within State right of way.

Vegetation Control / Landscaping:

1. Agency is responsible for vegetation control and landscaping within the horizontal limits of Agency maintained area as shown on Exhibit A.

Drainage:

1. Agency shall control surface drainage within the horizontal limits of Agency maintained area as shown on Exhibit A to the extent needed to ensure that State facilities are protected from damage.
2. Agency shall maintain the 12" drainage pipe located at the southwest outfall and ensure it remains functional at all times. If State determines that the pipe needs to be repaired or replaced, including capacity, Agency will be responsible for all costs to restore any length of the shared use path required to complete the pipe work.
3. Agency shall maintain the inlet and outlet ditches for 12" pipe described in paragraph 2 within the horizontal limits of the Agency maintained area as shown

on Exhibit A to the extent needed to maintain flows and control damage across the shared used path.

4. If State determines that the I-5 bridge downspout and associated drain pipes need to be repaired or replaced, including capacity, Agency will be responsible for all costs to restore any length of the shared used path required to complete the pipe work.

Constructed Path Facilities:

1. All facilities built to support the construction of the shared use path and located within the horizontal limits of the Agency maintained area as shown on Exhibit A will be owned and maintained by the Agency, unless specified by Exhibit B. These Agency owned facilities will be allowed on State right of way by the Agreement.
2. If Agency's facilities need to be disturbed or removed by State under normal, emergency operations or improvements projects, Agency will be responsible for costs to relocate and reconstruct these Agency owned facilities. These facilities include but are not limited to the following; path surfacing materials, surfacing treatments, rip rap, concrete walls, pedestrian railing, landscaping, lighting, benches, signs and trash receptacles.

Path Closures:

2. For normal operations, State shall work with Agency to provide advance notice of path closures. In emergency or urgent situations, closures can occur without advance notice.
3. Emergency situations for the protection of the public may include but are not limited to hazardous materials spill cleanup and flood damage repairs.

Hazardous Materials Spills:

"Hazardous Materials" is defined for purposes of this Agreement as any substance:

- (i) the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law; and without limitation includes gasoline, diesel fuel and other petroleum hydrocarbons (other than petroleum products used for construction and ongoing maintenance); or
- (ii) which is or becomes defined as a "hazardous waste", "hazardous substance", pollutant or contaminant under any federal, state or local statute, regulation, rule or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response

Compensation and Liability Act (42 USC 9601 et seq.) and/or the Resource Conservation and Recovery Act (42 USC 6901 et seq.); or

(iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of Oregon, or any political subdivision thereof; or

(iv) hazardous material is understood to include human waste, sharps, maintenance vehicle spills and the like.

Agency agrees to immediately notify State's District 2B upon becoming aware of: (1) any leak, spill, release or disposal of any Hazardous Materials which occurs on, under, or adjacent to the Project, or any threat of or reasonable suspicion of any of the same as a result of the activities of Agency; and/or (2) any notice or communication from a governmental agency or any other person directed to Agency or any other person relating to such Hazardous Materials on, under, or adjacent to the Property or any violation of any federal, state, or local laws, regulations or ordinances with respect to the Property or activities on the Property.

In the event of a leak, spill, or release of such Hazardous Materials on the Project, unless caused by actions of State, or motoring public on I-5, Agency shall, at its own expense, immediately undertake all emergency response necessary to contain, clean-up, and remove the Hazardous Materials, and shall undertake within a reasonable time all investigatory, remedial and removal action necessary or appropriate to ensure that any contamination by the Hazardous Materials is eliminated. Agency shall also provide State with a final report stating that Property has been remediated to the satisfaction of the Oregon Department of Environmental Quality.

The obligations of Agency stated in this section shall continue for as long as Agency occupies the Project area under the terms of this Agreement, and shall continue thereafter for the Hazardous Materials deposited during Agency's occupation of the Project area.

1. Any replacement or reconstruction of Agency owned facilities due to hazardous materials spills is the responsibility of the Agency.

River Flooding:

1. The shared use path is located within the 100 year flood plain. Protection and repairs of State I-5 facilities due to river flooding will take precedent over Agency shared use path facilities. State will attempt to avoid damage to Agency facilities

State/Agency
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but will take all actions necessary to maintain State I-5 facilities to the extent needed to keep I-5 open and functioning.

2. Agency will be responsible for post flood repairs to the shared use path facilities.

###

RESOLUTION NO. 5236-15

RESOLUTION AUTHORIZING EXECUTION OF A COOPERATIVE IMPROVEMENT MAINTENANCE AGREEMENT BETWEEN THE CITY OF TUALATIN AND THE STATE OF OREGON FOR THE TUALATIN RIVER GREENWAY GAP COMPLETION PROJECT

WHEREAS, the Tualatin River Greenway Gap Completion Project will extend the Tualatin River Greenway trail from the new Barngrover Street, along the Tualatin River, under Interstate 5, to the old RV Park of Portland property located on Nyberg Lane, a distance of about three-fourths of a mile; and

WHEREAS, on August 22, 2014, the Oregon Transportation Commission awarded the City of Tualatin a *ConnectOregon V* Grant in the amount of \$1,585,800 for the Tualatin River Greenway Gap Completion Project; and

WHEREAS, the Tualatin City Council authorized execution of an intergovernmental agreement between the City of Tualatin and the State of Oregon for the *ConnectOregon V* Grant in the amount of \$1,585,800 (Project No. 30601); and

WHEREAS, the intergovernmental agreement for the *ConnectOregon V* grant requires that the City enter into a Cooperative Improvement Maintenance Agreement covering the City's and State's obligations and General Provisions for the City to construct a shared use path, railing, lighting, and related facilities on the ODOT right of way and under the I-5 Tualatin River Bridge, Bridge Number 02376B.

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

Section 1. The City Manager is authorized and instructed to execute a Cooperative Improvement Maintenance Agreement between the City of Tualatin and the State of Oregon.

Section 2. This resolution is effective upon adoption.

Adopted by the City Council this 13th day of July, 2015.

CITY OF TUALATIN, OREGON

BY _____
Mayor

ATTEST:

BY _____
City Recorder

City Council Meeting

Meeting Date: 07/13/2015

SPECIAL Tualatin Visual Chronicle Art Presentation
REPORTS:

SPECIAL REPORTS

Tualatin Visual Chronicle Art Presentation

SUMMARY

The Tualatin Arts Advisory Committee will present three new additions to the Tualatin Visual Chronicle this year. Artists will be present to explain their work.
