



## FINAL AGENDA

FORREST C. SOTH CITY COUNCIL CHAMBER  
4755 SW GRIFFITH DRIVE  
BEAVERTON, OR 97005

REGULAR MEETING  
AUGUST 1, 2005  
6:30 P.M.

CALL TO ORDER:

ROLL CALL:

VISITOR COMMENT PERIOD:

COUNCIL ITEMS:

STAFF ITEMS:

CONSENT AGENDA:

Minutes of the Regular Meeting of July 18, 2005

- 05144 Authorize the Mayor to Sign an Amendment to the Intergovernmental Agreement Establishing the Tualatin Basin Natural Resources Coordinating Committee (TBNRCC)
- 05145 Authorize Mayor to Sign Intergovernmental Agreement with Washington County for Traffic Signal Maintenance and Repair
- 05146 Boards and Commissions Appointment - Esther Griffin to Human Rights Advisory Commission

ORDINANCES:

First Reading:

- 05147 TA2005-0005 Utility Undergrounding Capital Projects (Ordinance No. 4363)
- 05148 An Ordinance Amending Ordinance No. 4187, the Comprehensive Plan Transportation Element, Related to Transportation Maps CPA 2005-0002 (Ordinance No. 4364)

Second Reading:

- 05141        ZMA 2005-0003 The Village on Scholls Ferry; An Ordinance Amending Ordinance No. 2050, the Zoning Map, as to a Portion of a Specific Parcel, from Urban Medium Density (R2) to Neighborhood Service (NS) at the Southeastern Corner of SW Scholls Ferry Road and SW Barrows Road (Ordinance No. 4360)
- 05142        ZMA 2005-0004 Tri-Met ZMA at SW Merlo Road; An Ordinance Amending Ordinance No. 2050, the Zoning Map, as to a Specific Parcel, from Station Community - Employment (SC-E) to Station Community - Mixed Use (SC-MU) (Ordinance No.4361)
- 05143        An Ordinance Relating to the Building Code, Adding Beaverton Code Section 8.02.035 Permits Required (Ordinance No.4362)

EXECUTIVE SESSION:

In accordance with ORS 192.660 (2) (h) to discuss the legal rights and duties of the governing body with regard to litigation or litigation likely to be filed and in accordance with ORS 192.660 (2) (e) to deliberate with persons designated by the governing body to negotiate real property transactions and in accordance with ORS 192.660 (2) (d) to conduct deliberations with the persons designated by the governing body to carry on labor negotiations. Pursuant to ORS 192.660 (3), it is Council's wish that the items discussed not be disclosed by media representatives or others.

ADJOURNMENT

This information is available in large print or audio tape upon request. In addition, assistive listening devices, sign language interpreters, or qualified bilingual interpreters will be made available at any public meeting or program with 72 hours advance notice. To request these services, please call 503-526-2222/voice TDD.



## **DRAFT**

### BEAVERTON CITY COUNCIL REGULAR MEETING JULY 18, 2005

#### CALL TO ORDER:

The Regular Meeting of the Beaverton City Council was called to order by Mayor Rob Drake in the Forrest C. Soth City Council Chamber, 4755 SW Griffith Drive, Beaverton, Oregon, on Monday, July 18, 2005, at 6:35 p.m.

#### ROLL CALL:

Present were Mayor Drake, Couns. Betty Bode, Dennis Doyle, and Fred Ruby. Couns. Catherine Arnold and Cathy Stanton were excused. Also present were City Attorney Alan Rappleyea, Chief of Staff Linda Adlard, Community Development Director Joe Grillo, Engineering Director Tom Ramisch, Operations/Maintenance Director Gary Brentano, Human Resources Director Nancy Bates, Police Chief David Bishop and City Recorder Sue Nelson.

#### PRESENTATIONS:

##### 05136 Presentation of Shields and Swearing In of Six Officers to the Beaverton Police Department

Mayor Drake welcomed the new police officers to the City of Beaverton.

Police Chief Dave Bishop introduced the six new officers: James Humphrey; Madalyn Brown; Robert Potter; Greg Magnus; Shane Robinson; and Christopher Boyle. He said these officers were recruited from other agencies in Oregon and represented over 17 years of experience.

Mayor Drake presented the shields to the officers.

Chief Bishop thanked the officers' families and friends for their support.

#### VISITOR COMMENT PERIOD:

There were no visitor comments.

#### COUNCIL ITEMS:

Coun. Doyle said the first Old Town Beaverton Festival would be held on Saturday, July 23, 2005, from 10:00 a.m. to 4:00 p.m., on Broadway between East Avenue and Watson Avenue. He said several merchants would participate and there would be a variety of activities.

**STAFF ITEMS:**

There were none

**CONSENT AGENDA:**

Coun. Doyle MOVED, SECONDED by Coun. Ruby, that the Consent Agenda be approved as follows:

Minutes of the Special Meeting of June 27 and the Regular Meeting of July 11, 2005.

05137 Liquor Licenses: New Outlet - Ay Caramba Fresh Mexican Grill

05138 CPA 2005-0002 Amending the Comprehensive Plan Transportation Element Related to Transportation Maps

05139 Human Resources Reorganization and Reclassification

Contract Review Board:

05140 Approve Mandatory Prequalification of Offerors

Question called on the motion. Couns. Bode, Doyle, and Ruby voting AYE, the MOTION CARRIED unanimously. (3:0)

**ORDINANCES:**

Coun. Doyle MOVED, SECONDED by Coun. Ruby, that the rules be suspended, and that the ordinances embodied in Agenda Bills 05141, 05142 and 05143, be read for the first time by title only at this meeting, and for the second time by title only at the next regular meeting of the Council. Couns. Bode, Doyle, and Ruby voting AYE, the MOTION CARRIED unanimously. (3:0)

**First Reading:**

City Attorney Alan Rappleyea read the following ordinances for the first time by title only:

05141 ZMA 2005-0003 The Village on Scholls Ferry; An Ordinance Amending Ordinance No. 2050, the Zoning Map, as to a Portion of a Specific Parcel, from Urban Medium Density (R2) to Neighborhood Service (NS) at the Southeastern Corner of SW Scholls Ferry Road and SW Barrows Road (Ordinance No. 4360)

05142 ZMA 2005-0004 Tri-Met ZMA at SW Merlo Road; An Ordinance Amending Ordinance No. 2050, the Zoning Map, as to a Specific Parcel, from Station Community - Employment (SC-E) to Station Community - Mixed Use (SC-MU) (Ordinance No.4361)

05143 An Ordinance Relating to the Building Code, Adding Beaverton Code Section 8.02.035 Permits Required (Ordinance No.4362) (Demolition Permits)

Second Reading:

City Attorney Alan Rappleyea read the following ordinances for the second time by title only:

05135 An Ordinance Amending Ordinance No. 4187, Figure III-1, the Comprehensive Plan Land Use Map and Ordinance No. 2050, the Zoning Map for Property Located at 14615 SW Walker Road; CPA 2005-0005/ ZMA 2005-0006 (Ordinance No.4359)

Coun. Doyle MOVED, SECONDED by Coun. Ruby, that the ordinance embodied in Agenda Bill 05135, now pass. Roll call vote. Couns. Bode, Doyle, and Ruby voting AYE, the MOTION CARRIED unanimously. (3:0)

ADJOURNMENT

There being no further business to come before the Council at this time, the meeting was adjourned at 6:40 p.m.

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Sue Nelson, City Recorder

APPROVAL:

Approved this     day of     , 2005.

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Rob Drake, Mayor

**AGENDA BILL****Beaverton City Council  
Beaverton, Oregon**

**SUBJECT:** Authorize the Mayor to Sign an Amendment to the Intergovernmental Agreement Establishing the Tualatin Basin Natural Resources Coordinating Committee (TBNRCC)

**FOR AGENDA OF:** 08/01/05 **BILL NO:** 05144

**Mayor's Approval:** *Bob Drake*

**DEPARTMENT OF ORIGIN:** CDD *mg*

**DATE SUBMITTED:** 07/19/05

**CLEARANCES:** City Attorney  
Planning Services *WS*  
*HB*

**PROCEEDING:** Consent Agenda

**EXHIBITS:** A. Staff Report to the TBNRCC  
B. Amended Intergovernmental Agreement (IGA)  
C. TBNRCC Formation IGA Addendum  
D. TBNRCC Formation IGA

**BUDGET IMPACT**

EXPENDITURE REQUIRED \$-0-	AMOUNT BUDGETED \$-0-	APPROPRIATION REQUIRED \$-0-
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**HISTORICAL PERSPECTIVE:**

On April 1, 2002, City Council authorized the Mayor to sign the Formation Intergovernmental Agreement (IGA) with Washington County establishing the Tualatin Basin Natural Resources Coordinating Committee (TBNRCC) with authority to perform certain functions on behalf of participating local governments. (The IGA is attached as Exhibit D to this Agenda Bill.) The TBNRCC consists of elected officials from the various participating local governments in the Tualatin River Basin. Mayor Drake serves as the City's representative. City Council also authorized expenditure of \$25,708.88, the City's share to fund legal and technical consultant work at the April 2002 meeting.

On June 2, 2003, City Council authorized the Mayor to sign an addendum (Exhibit C to this Agenda Bill) to the Formation IGA to extend the TBNRCC termination date to December 31, 2005. At the same time City Council authorized expenditure of \$10,284 to continue work on the project.

**INFORMATION FOR CONSIDERATION:**

A summary of the changes to the IGA are found in Exhibit A, a staff report prepared for the TBNRCC consideration of the IGA. On July 11, 2005, the TBNRCC endorsed the IGA and recommended that each TBNRCC member local government approve and sign the agreement prior to September 1, 2005.

**RECOMMENDED ACTION:**

Authorize the Mayor to sign the attached Intergovernmental Agreement (Exhibit B) entitled "Intergovernmental Agreement Organization and Function of the Tualatin Basin Natural Resources Coordinating Committee", subject to final approval by the City Attorney.

**EXHIBIT A**  
**Staff Report to the TBNRCC**



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## **PARTNERS FOR NATURAL PLACES**

July 11, 2005

To: Tualatin Basin Natural Resources Coordinating Committee (TBNRCC)  
From: Brent Curtis, Tualatin Basin Goal 5 Steering Committee (TBSC)  
Subject: **Draft Intergovernmental Agreement – Steering Committee  
Recommendations**

### **STAFF REPORT**

#### **RECOMMENDATION:**

The Steering Committee is recommending that the TBNRCC waive the by-laws requirement for a 30 day notice to local governments, endorse the attached Intergovernmental Agreement (IGA) and recommend that each respective TBNRCC member local government approve and sign the agreement prior to September 1, 2005.

#### **SUMMARY OF PROPOSED CHANGES:**

Although the proposed changes from the original IGA are substantive and significant, the overall essence of the changes is quite simple: they move the scope of TBNRCC activities from the development phase of the Basin Goal 5 Program to the implementation phase. Following is a generalized list of the changes:

- a) Introductory clauses (Whereas statements) in the 'new' IGA:
  - o recognize the Intergovernmental Agreement between and among the Basin governments and Metro;
  - o recognize TBNRCC's adoption of the Tualatin Basin Fish & Wildlife Habitat Protection Program;
  - o recognize key aspects of the Metro Council approval of the Basin Program, and
  - o recognize the unique and important relationship between the Basin Program and Clean Water Services (CWS) authority and responsibilities.
- b) Section 1 of the agreement [Formation; Scope of Authority] is modified to change the focus of activities and general authority from Program development to Program implementation and adds a reference to a new exhibit A being added to the agreement which discusses CWS' unique responsibilities related to the federal Clean Water Act.
- c) Section 2 of the agreement remains unchanged.
- d) Section 3 of the original IGA established a detailed process for funding TBNRCC activities – the 'new' IGA simply indicates that the TBNRCC agrees to review the cost of future activities and to adequately fund those activities (the details of how those funds are provided are left open to the discretion of the TBNRCC).
- e) Section 4 is amended to omit the 'contributions' discussion related to new members.

- f) Section 5 has been amended to provide some general detail to the new responsibilities of the TBNRCC and its member local governments with regard to Program Implementation. This section includes a discussion of the Basin's commitment to complete local implementing ordinance adoption within one year of Metro's final decision on the Basin Program (currently scheduled for September 22, 2005).
- g) Section 6 is changed to eliminate the termination date from the agreement – the 'new' IGA does not terminate unless the cooperating local governments determine it should.
- h) Section 7 remains unchanged – this section addresses procedures for amendment.
- i) Section 8 remains unchanged – this section addresses key legal aspects of the agreement and responsibilities of participating local governments.
- j) Section 9 remains unchanged – this section describes the effective date of the IGA.

### **DISCUSSION:**

During April and May of 2002, the cooperating Washington County local government 'partners' approved and signed an initial IGA, forming the TBNRCC. This 'formation' IGA set forth a general 'scope of authority' and membership responsibilities that were directed toward the development of a Tualatin Basin Goal 5 Program (Basin Approach) for achieving regional fish & wildlife habitat protection goals as outlined in a regional vision statement. Following adoption of the 'Basin Approach' (Tualatin Basin Fish & Wildlife Habitat Protection Program) on May 12<sup>th</sup> of this year, the primary responsibilities of the TBNRCC as set forth under section 1 of the 'Formation' IGA have been fulfilled. As well, the most recent addendum to this IGA established an expiration date of December 31, 2005.

On May 12, 2005, the Metro Council adopted Resolution No. 05-3577, approving the Tualatin Basin Natural Resources Coordinating Committee's recommended Fish and Wildlife Habitat Protection Program (Basin Program). This action acknowledges that the Basin Program "...substantially complies with the "overall goal" of the Vision Statement..." provided that seven specified conditions are met.

The Steering Committee has begun efforts deemed necessary to comply with the conditions specified in Metro Resolution 05-3577. This staff report addresses item 2-c of the Metro Resolution which requires that: "The TBNRCC members agree to renew and extend their partnership to implement the projects on the Healthy Streams Project List and Target Projects that protect and restore Class I and II Riparian Habitat, including habitat that extends beyond the Clean Water Services "vegetated corridors," and the TBNRCC shall continue to coordinate its activities with Metro and cooperate with Metro on the development of regional public information about the Nature in Neighborhoods Initiative;". Pursuant to this condition, the Steering Committee has prepared the attached draft IGA designed to continue the partnership with a new focus of implementing the adopted Basin Program and compliance with related natural resource standards and requirements.

### **TIMING OF TBNRCC AND LOCAL ACTIONS ON THE PROPOSED IGA:**

The Metro Council has indicated in recent recommendations on the regional Fish & Wildlife Habitat Program (Nature in Neighborhoods Initiative), that they will schedule adoption of implementing ordinances for September 22, 2005. Those ordinances will include the formal adoption of the Basin Program through its incorporation in the final regional program.

In order to demonstrate that the Basin is putting forth a 'good faith effort' toward carrying out the commitments made in the Basin Program, the Steering Committee is recommending that the TBNRCC governments forward a fully executed IGA to Metro well in advance of their scheduled ordinance adoption.

It is important to note that the TBNRCC by-laws set forth a requirement that proposed actions to amend the TBNRCC formation agreement be sent to member jurisdictions for discussion by their governing body "Thirty days before presentation to the TBNRCC...". The by-laws also provide that "Where circumstances warrant faster action, compliance with this requirement may be waived by a majority vote of the TBNRCC." In order to maximize the time available to each local government for consideration of and action on the new IGA, staff is recommending that the TBNRCC waive this 30 day requirement.

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**EXHIBIT B**  
**Amended Intergovernmental Agreement**

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**INTERGOVERNMENTAL AGREEMENT  
ORGANIZATION AND FUNCTION OF THE TUALATIN BASIN NATURAL  
RESOURCES COORDINATING COMMITTEE**

This Agreement is entered into by the cities, county and special districts (collectively "Basin governments") that are signatories to this Agreement.

WHEREAS, ORS 190.010 - .110 authorizes units of local government to enter into agreements for the performance of any functions and activities that a party to the agreement, its officers or agencies have authority to perform;

WHEREAS, an agreement under ORS 190.010 shall specify the functions or activities to be performed and by what means they shall be performed;

WHEREAS, the Basin governments have responsibilities and authority under State law and/or their local charters to conduct comprehensive planning and to administer implementing land use regulations within their respective jurisdictions, or have regulatory authority and provide services that are connected with these land use planning responsibilities;

WHEREAS, the city Basin governments have entered into intergovernmental agreements with Clean Water Services ("CWS"), a county service district that is also a Basin government, concerning performance of local storm and sanitary sewer operations, and concerning the authority and responsibility of CWS, as more fully described in Exhibit A, attached hereto and incorporated herein by reference;

WHEREAS, the cities, County, and special districts (collectively "Basin governments") that are shown above the signature lines of this Agreement previously entered into an intergovernmental agreement ("Formation Agreement") pursuant to ORS 190.010 - 190.110 forming the Tualatin Basin Natural Resources Coordinating Committee ("TBNRCC");

WHEREAS, the Portland Metropolitan Service District ("Metro") has undertaken the responsibility to prepare and direct implementation of regional Goal 5 programs which affect the Basin governments and which undertaking gave rise to the formation of the TBNRCC;

WHEREAS, the Basin governments have determined that it is in their best interests to jointly prepare and coordinate implementation of a program concerning Statewide Planning Goal 5, Title 3, Section 5 of Metro's Urban Growth Management Functional Plan, the Federal Clean Water Act and related state regulations, the Endangered Species Act, and other regional natural resource related matters;

WHEREAS, Metro and TBNRCC entered into an intergovernmental agreement, ("Metro-TBNRCC IGA") approved by the TBNRCC on June 10, 2002, and by the Metro

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Council by Resolution No. 02-3195 on May 16, 2002 and amended by a First Addendum approved by TBNRCC on May 5, 2003 and by the Metro Council by Resolution 03-3332 on May 15, 2003, and by a Second Addendum approved by TBNRCC on April 4, 2005 and by Metro Council by Resolution 05- on , 2005;

WHEREAS, on April 4, 2005, the TBNRCC adopted Resolution and Order No. 2005-01 adopting Goal 5 program recommendations and supporting ESEE analysis for submittal to Metro, (hereinafter the “Tualatin Basin Fish and Wildlife Habitat Protection Program” attached hereto as Exhibit “B”) and said resolution was adopted pursuant to the Metro-TBNRCC IGA;

WHEREAS, on April 4, 2005 the TBNRCC directed submittal of the “Tualatin Basin Fish and Wildlife Habitat Protection Program to the Metro Council for inclusion in the Metro Urban Growth Management Functional Plan as the regional resource program addressing fish & wildlife habitat resources in the Tualatin Basin; and

WHEREAS, on May 12, 2005 the Metro Council adopted Resolution No. 05-3577A approving the TBNRCC’s Fish and Wildlife Habitat Protection Program, with conditions; and those conditions included two important elements:

- 1) that “The TBNRCC members agree to renew and extend their partnership to implement the projects on the Healthy Streams Project List and target projects that protect and restore Class I and II Riparian Habitat, including habitat that extends beyond the Clean Water Services “vegetated corridors”, and the TBNRCC shall continue to coordinate its activities with Metro and cooperate with Metro on the development of regional public information about the Nature in Neighborhoods Initiative”; and
- 2) “Provisions are adopted that facilitate and encourage the use of habitat-friendly development practices, where technically feasible and appropriate, in all areas identified as Class I and II riparian habitat areas on the Metro Regionally Significant Fish and Wildlife Habitat Inventory Map.”

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties to this Agreement hereby agree to undertake the following actions:

### **1. Formation; Scope of Authority**

The parties hereby reconfirm establishment of the Tualatin Basin Natural Resources Coordinating Committee (“TBNRCC”), and delegate to the TBNRCC the authority that each party has within its jurisdictional territory to perform the following functions and exercise the following powers for and on behalf of the parties and their jurisdictional territories within the Tualatin Basin area to achieve the purpose and objectives of this Agreement:

1.1 Expend funds contributed by the parties to this joint Tualatin Basin response to implement the Tualatin Basin Fish and Wildlife Habitat Protection Program or other

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intergovernmental natural resource related programs or projects deemed of mutual interest and which would benefit from cooperative action by the respective parties to this agreement.

1.2 Select and enter into contracts with consultants and other parties necessary to implement the Tualatin Basin Fish and Wildlife Habitat Protection Program or other intergovernmental natural resource related programs or projects deemed of mutual interest and which would benefit from cooperative action by the respective parties to this agreement, subject to compliance with the Washington County public contracting rules and regulations.

1.3 Further develop, refine and carry out the tasks and responsibilities of the Basin governments described in the Tualatin Basin Fish and Wildlife Habitat Protection Program.

1.4 Appear on behalf of the parties in Metro Goal 5 legislative, administrative and other proceedings and speak for the parties and their jurisdictional territories on matters that concern potential effects of proposed Metro actions on implementation of the Tualatin Basin Fish and Wildlife Habitat Protection Program or other intergovernmental natural resource related programs or projects deemed of mutual interest and which would benefit from cooperative action by the respective parties to this agreement.

1.5 Consider unique circumstances identified by Basin governments as they individually determine how to implement the Tualatin Basin Fish and Wildlife Habitat Protection Program.

1.6 Advise the Board of Directors of Clean Water Services on implementation of the Healthy Streams Plan or other intergovernmental natural resource related programs or projects deemed of mutual interest and which would benefit from cooperative action by the respective parties to this agreement.

1.7 Appoint TBNRCC subcommittees, task forces or other advisory groups as may be needed or deemed appropriate by the TBNRCC.

1.8 Conduct public outreach relating to implementation of the Tualatin Basin Fish and Wildlife Habitat Protection Program.

1.9 Undertake other actions needed to perform TBNRCC responsibilities to implement the Tualatin Basin Fish and Wildlife Habitat Protection Program or other intergovernmental natural resource related programs or projects deemed of mutual interest and which would benefit from cooperative action by the respective parties to this agreement.

Notwithstanding the provisions of this Agreement, CWS has certain unique responsibilities and duties under the federal Clean Water Act that are detailed in Exhibit

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A that affect its relationship with the TBNRCC. Additionally, the TBNRCC shall not have authority, delegated or otherwise, to adopt final land use decisions on behalf of, or binding upon, any Basin government.

## **2. Governance**

The TBNRCC shall consist of the chief elected officer of the governing body of each Basin government or his/her alternate from that governing body. Notwithstanding the foregoing, the member and alternate from Clean Water Services shall be a person other than the chair and alternate representing the Washington County Board of Commissioners on the TBNRCC. In addition, the Metro Council may appoint from among its members two ex-officio non-voting members to the TBNRCC.

2.1 Each TBNRCC member except ex-officio members shall have one vote. A TBNRCC meeting quorum shall consist of a majority of all voting members. The TBNRCC shall establish bylaws setting forth meeting times and rules of procedure as it deems necessary to carry on its business.

2.2 Meetings of the TBNRCC and its subcommittees shall be open to the public, subject to the provisions of the Oregon Public Meetings Law.

2.3 Washington County shall provide staff services to schedule meetings, keep minutes and meeting records, administer consultant contracts, pay approved expenses and such other administrative matters necessary to conduct TBNRCC business.

## **3. Funding**

3.1 The voting members of the TBNRCC agree to review the costs of activities resulting from decisions of the Committee and to provide funds adequate to meet expenses incurred. Funding sources shall be determined in a fair and equitable manner on a case-by-case basis.

3.2 Washington County shall separately account for the funds and provide appropriate documentation as reasonably requested by the TBNRCC or any individual TBNRCC member.

## **4. Other members**

The TBNRCC may permit additional local governments from Washington County that have a role in natural resources planning or protection to join as full-members. The TBNRCC may permit local governments from the Tualatin Basin but outside Washington County that have a role in natural resources planning to join as non-voting associate members.

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## **5. Responsibilities of Participating TBNRCC Members**

5.1 Each Basin government member shall contribute, at its own reasonable expense, such staff work, documents and other resources as may reasonably be requested by the TBNRCC in order to carry out the TBNRCC's responsibilities, and its own responsibilities under this Agreement. Each Basin government shall cooperate fully with the TBNRCC during the performance of these responsibilities.

5.2 The TBNRCC shall work, in cooperation with its member local governments, to implement the "Tualatin Basin Fish and Wildlife Habitat Protection Program". TBNRCC activities shall include but are not limited to:

- Coordination with Clean Water Services in reviewing, recommending and funding projects designed to implement the Healthy Streams Plan;
- Coordination with Metro in development of a Regional Bond Measure to fund acquisition or protection of key habitat areas throughout the region;
- Review of and recommendations on habitat-friendly development standards and removal of barriers to implementation of those standards, focusing on facilitation and encouragement of their use in Metro-identified Class I and II riparian habitat areas;
- Review of and recommendations on alternative funding mechanisms (including grants, local bond measures, opportunities for park SDC's, or other alternatives) to be utilized for acquisition, restoration or enhancement, or other programs designed to improve or enhance fish and/or wildlife habitat in the Tualatin Basin.
- Re-evaluation of and application of the program to address regionally significant fish and wildlife habitat in areas included within the UGB after the effective date of this agreement;
- Review of, recommendations on, and coordination of volunteer programs designed to improve fish and wildlife habitat in the Tualatin Basin (e.g. education and outreach, stewardship recognition, tax incentives ...etc.);
- Coordination of habitat improvement activities with other organizations (federal, state and local governments, private, and non-profit organizations);
- Adaptive management activities including review of the effectiveness of the Basin Program and development of Program adjustments if needed.

5.3 Within one year after the Metro Council's final decision to make the Tualatin Basin Fish and Wildlife Habitat Protection Program part of its regional Goal 5 program by reference in the Urban Growth Management Functional Plan, or as soon as possible thereafter if its charter or other notice and hearing requirements prevent final action within one year, each city and county Basin government shall adopt, adopt with amendments, or reject proposed ordinances amending their comprehensive plans, land use regulations or any other program or regulation necessary to implement the Tualatin Basin Fish and Wildlife Habitat Protection Program. Nothing in this Agreement or the Metro-TBNRCC IGA shall obligate any Basin government to adopt the proposed INTERGOVERNMENTAL AGREEMENT ON ORGANIZATION AND FUNCTION OF THE TBNRCC

ordinances or other programs or regulations necessary to implement the adopted Metro functional plan provisions. However, each Basin government shall adopt findings explaining its decision to reject or vary from the Tualatin Basin Fish and Wildlife Habitat Protection Program. Failure to adopt ordinances or other programs or actions necessary to implement the Tualatin Basin Fish and Wildlife Habitat Protection Program may result in a determination by Metro that plans or land use regulations do not substantially comply with the Metro Urban Growth Management Functional Plan and Statewide Planning Goal 5.

## **6. Term**

This Agreement shall not terminate except by action of the governing bodies of a 2/3 majority of Basin governments that are voting members at the time of proposed termination. Any Basin government may withdraw from the TBNRCC upon 60 days written notice to the TBNRCC.

## **7. Amendment**

Amendments to this Agreement may be proposed by any member of the TBNRCC and shall be incorporated into the Agreement if approved by an affirmative vote of the governing bodies of 2/3 of all the voting TBNRCC members.

## **8. Miscellaneous**

8.1 The parties to this Agreement are the only entities or persons entitled to enforce its terms. Nothing in this IGA gives or is intended to provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

8.2 No person shall be denied or subjected to discrimination by any Basin government in receipt of the benefits of any services or activities made possible by or resulting from this IGA on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status.

8.3 The TBNRCC has no employees. Each basin government shall be solely responsible for its own employees, including but not limited to compensation for and supervision of work performed by its employees in connection with any matter described in this Agreement.

8.4 Subject to the limitations in the Oregon Tort Claims Act and the Oregon Constitution, each party agrees to hold harmless, indemnify and defend each other, including each other's officers, employees and agents against all claims, demands, actions, suits and appeals (including attorney fees and costs) arising from the indemnitor's acts or omissions under this Agreement. In addition, each party shall be solely responsible for

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any contract claims, delay damages or similar monetary claims arising from or caused by the action or inaction of the party in the administration of this Agreement. Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement. However, each party shall be solely responsible for the defense of any action, claim, suit, or appeal (including land use appeal) arising out of that party's actions pursuant to Section 5.3 to implement adopted Metro functional plan provisions. Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.270.

8.5 If any claim, demand, action, suit or appeal is filed against the TBNRCC, the parties agree to cooperate in good faith in defending or otherwise addressing it.

8.6 This Agreement is intended as the complete, exclusive and final expression of the Agreement among the parties to this Agreement.

8.7 If any terms or provisions of this Agreement or the application thereof to any person or circumstance shall, to any extent, be determined by a court to be invalid or unenforceable, the remainder of this Agreement and the application of those terms and provisions shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

## **9. Effective Date**

This Agreement shall be effective on the date it is executed by Washington County and seven others of the following Basin governments:

- Washington County
- Clean Water Services
- Tualatin Hills Parks and Recreation District
- City of Beaverton
- City of Hillsboro
- City of Tigard
- City of Tualatin
- City of Sherwood
- City of Cornelius
- City of Forest Grove
- City of Durham
- City of King City
- City of North Plains

This Agreement consists of eight pages (including this signature page) plus Exhibits A and B. A separate signature page is included for each participating government; the compilation of all final (signed) signature pages with a single copy of the preceding 7 pages and Exhibits A and B shall represent the final agreement.

Each participating government shall provide a signed original of this page to Washington County for compilation and recording of the final agreement.

**WASHINGTON COUNTY** \*(Jurisdiction name)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT A**  
**AUTHORITY AND RESPONSIBILITY OF CLEAN WATER SERVICES**

Notwithstanding any contrary provision of the Agreement, the following clarifications of the roles and responsibilities of Clean Water Services (“CWS”) in the Tualatin Basin are incorporated into this Agreement:

1. As a county service district organized under ORS 451, CWS has the legal authority for the sanitary sewage and storm water (surface water) management programs within the cities and the urban unincorporated area of Washington County. CWS develops standards and work programs, is the permit holder, operates the sanitary sewage treatment plants and implements the Storm Water Management Plan. CWS previously entered into operating intergovernmental agreements (operating agreements) with each of the cities and Washington County listed herein as Basin governments. Under the operating agreements, Cities perform a portion of the local sanitary sewer and storm water management programs.
2. CWS holds the NPDES permit and meets the permit requirements through implementation of its Stormwater Management Plan (SWMP) in cooperation and coordination with the Cities and the County under the operating agreements.
3. The Cities and Washington County are responsible for adopting local land use regulations that implement statewide planning goals. CWS, on the other hand, primarily addresses the requirements of the Federal Clean Water Act and the Endangered Species Act and does not adopt land use regulations.
4. The Tualatin Basin Fish and Wildlife Habitat Protection Program (Basin Protection Program) and CWS's NPDES permit compliance activities share the goal of environmental improvement. These efforts may well overlap and often enhance and quicken the effort to obtain healthier streams and fish and wildlife habitat. Where the CWS Board of Directors (CWS Board) determines there is conflict between NPDES permit requirements (including SWMP implementation) and the Basin Protection Program and there is no way to resolve the conflict, the permit requirements shall control. In the unlikely event such a situation arises, the TBNRCC shall work with its member local governments including CWS and Metro to modify the Basin Protection Program as necessary so as to maintain compliance with the Metro Urban Growth Management Functional Plan.
5. In the event of conflict between the operating agreements between CWS and the Cities, the County and this Agreement, the operating agreements shall control.
6. As holder of the NPDES permit, CWS is required to exercise operational and budgetary authority to meet the permit and comply with the Federal Clean Water Act. CWS's Board therefore shall retain all authority to approve or disapprove projects or plans to implement the Basin Protection Program that may affect CWS permits, budgets and its adopted Capital Improvements Program. To the extent feasible and practicable, however, the CWS Board shall exercise this authority in a manner consistent with applicable provisions in this agreement. The CWS Board further retains authority regarding the setting of CWS rates and charges.

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**EXHIBIT C**  
**TBNRCC Formation IGA Addendum**

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**FIRST ADDENDUM TO  
INTERGOVERNMENTAL AGREEMENT  
FORMATION OF TUALATIN BASIN NATURAL RESOURCES COORDINATING  
COMMITTEE; METRO REGIONAL RESOURCE PLANNING PROJECT**

WHEREAS, the 13 cities, counties, and special districts (collectively "Basin governments") that are shown above the signature lines of this Addendum have entered into an intergovernmental agreement ("Formation Agreement") pursuant to ORS 190.010 - 190.110 forming the Tualatin Basin Natural Resources Coordinating Committee ("TBNRCC");

WHEREAS, the Portland Metropolitan Service District ("Metro") has undertaken the responsibility to prepare a regional Goal 5 program which would affect existing and developing policies of the Basin governments, which undertaking gave rise to the formation of the TBNRCC;

WHEREAS, Metro and TBNRCC have entered into an intergovernmental agreement, ("Metro-TBNRCC IGA") approved by the TBNRCC on June 10, 2002, and by the Metro Council by Resolution No. 02-3195 on May 16, 2002;

WHEREAS, the Metro-TBNRCC IGA established a schedule for certain actions by TBNRCC based on Metro's schedule for its regional Goal 5 program, and Metro's schedule has since changed;

WHEREAS, Metro and TBNRCC are amending the Metro-TBNRCC IGA by an addendum to reflect dates consistent with Metro's revised schedule, including action by TBNRCC by August 2004, and termination on December 31, 2005;

WHEREAS, the Formation Agreement terminates on June 30, 2004, unless extended by action of the governing bodies of a 2/3 majority of Basin governments that are voting members;

NOW, THEREFORE, the parties to this Addendum to the Formation Agreement hereby agree that the term established by Paragraph 6 of the Formation Agreement is extended from June 30, 2004 to December 31, 2005. This Addendum shall be effective with respect to all the following Basin governments upon action by the governing bodies of ten Basin governments approving this Addendum:

- Washington County
- Clean Water Services
- Tualatin Hills Parks and Recreation District
- City of Beaverton
- City of Hillsboro
- City of Tigard
- City of Tualatin


FIRST ADDENDUM TO INTERGOVERNMENTAL AGREEMENT FORMING THE  
TBNRCC

- City of Sherwood
- City of Cornelius
- City of Forest Grove
- City of Durham
- City of King City
- City of North Plains

This Addendum Agreement consists of two pages including signature page. A separate signature page is provided for each of the Basin governments, to be executed in counterparts.

Each participating government shall provide a signed original of this page to Washington County for compilation.

City of BEAVERTON

By:   
Title: MAYOR  
Date: 6/03/03

**EXHIBIT D**  
**TBNRCC Formation IGA**

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**INTERGOVERNMENTAL AGREEMENT  
FORMATION OF TUALATIN BASIN NATURAL RESOURCES COORDINATING  
COMMITTEE; METRO REGIONAL RESOURCE PLANNING PROJECT**

This Agreement is entered into by the cities, counties and special districts (collectively "Basin governments") that are signatories to this Agreement.

WHEREAS, ORS 190.010 - .110 authorizes units of local government to enter into agreements for the performance of any functions and activities that a party to the agreement, its officers or agencies have authority to perform;

WHEREAS, an agreement under ORS 190.010 shall specify the functions or activities to be performed and by what means they shall be performed;

WHEREAS, the Basin governments have responsibilities and authority under State law and/or their local charters to conduct comprehensive planning and to administer implementing land use regulations within their respective jurisdictions, or have regulatory authority and provide services that are connected with these land use planning responsibilities;

WHEREAS, the Portland Metropolitan Service District ("Metro") has undertaken the responsibility to prepare a regional Goal 5 program which would affect existing and developing policies of the Basin governments.

WHEREAS, the Basin governments have determined that it is in their best interests to jointly prepare and coordinate planning and regulatory programs concerning State Goal 5, Title 3, Section 5 of Metro's Urban Growth Management Functional Plan, the federal Clean Water Act and related state regulations, the Endangered Species Act, and other regional natural resource related matters,

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties to this Agreement hereby agree to undertake the following actions:

**1. Formation; Scope of Authority**

The parties hereby establish the Tualatin Basin Natural Resources Coordinating Committee ("TBNRCC"), and delegate to the TBNRCC the authority that each party has within its jurisdictional territory to perform the following functions and exercise the following powers for and on behalf of the parties and their jurisdictional territories within the Tualatin Basin area to achieve the purpose and objectives of this Agreement:

1.1 Expend funds contributed by the parties to this joint Tualatin Basin response to the Metro regional Goal 5 project pursuant to Section 3 of this Agreement.

1.2 Enter into contracts with consultants and other parties necessary to the completion of this project, subject to compliance with the Washington County public contracting rules and regulations.

1.3 Enter into an Intergovernmental Agreement with Metro ("Metro-TBNRCC IGA") to perform and submit to the Metro Council the regional Goal 5 ESEE and Program Development steps of the Metro Goal 5 Program for the Goal 5 resources within the jurisdictions of the Basin governments.

1.4 Further develop, refine and carry out the tasks and responsibilities of the Basin governments described in the "Tualatin Basin Approach" attached hereto as Exhibit "A".

1.5 Appear on behalf of the parties in Metro Goal 5 legislative, administrative and other proceedings and speak for the parties and their jurisdictional territories on matters that concern potential effects of the Metro Goal 5 program on the parties.

1.6 Consider unique circumstances identified by Basin governments in developing Goal 5 ESEE and Program decisions and alternatives suggested by such governments to address these circumstances in ways that conform with the Basin ESEE and Program decisions.

1.7 Review Healthy Streams Plan proposals and recommendations developed by Clean Water Services in response to the Clean Water Act and Endangered Species Act, coordinate Goal 5 ESEE and Program decisions with the Healthy Streams Plan, and recommend actions to achieve such coordination to the Clean Water Services District.

1.8 Appoint TBNRCC subcommittees, task forces or other advisory groups as may be required by the Metro-TBNRCC IGA or deemed appropriate by the TBNRCC.

1.9 Conduct public outreach required by the Metro-TBNRCC IGA or otherwise relating to a proposed coordinated Tualatin Basin Goal 5 program that would be adopted by Metro as an element of its Urban Growth Management Functional Plan.

1.10 Undertake other actions needed to perform TBNRCC responsibilities under the Metro-TBNRCC IGA or to formulate the coordinated Tualatin Basin Goal 5 program.

The TBNRCC shall not have authority, delegated or otherwise, to adopt final land use decisions on behalf of, or binding upon, any Basin government.

## **2. Governance**

The TBNRCC shall consist of the chief elected officer of the governing body of each Basin government or his/her alternate from that governing body. Notwithstanding the foregoing, the member and alternate from Clean Water Services shall be a person other than the chair and alternate representing the Washington County Board of Commissioners on the TBNRCC. In addition, the Metro Council may appoint from

among its members two ex-officio non-voting members to the TBNRCC. All these appointments to the TBNRCC should be made within 30 days of the effective date of this Agreement.

2.1 Each TBNRCC member except ex-officio members shall have one vote. A TBNRCC meeting quorum shall consist of a majority of all voting members. The TBNRCC shall establish bylaws setting forth meeting times and rules of procedure as it deems necessary to carry on its business.

2.2 Meetings of the TBNRCC and its subcommittees shall be open to the public, subject to the provisions of the Oregon Public Meetings Law.

2.3 Washington County shall provide staff services to schedule meetings, keep minutes, administer consultant contracts, pay approved expenses and such other administrative matters necessary to conduct TBNRCC business.

### **3. Funding**

3.1 The estimated total cost for services needed to enable the TBNRCC and its staff to perform the work tasks and activities described in this Agreement will be \$100,000. There will be additional costs up to \$50,000 for public notice and public outreach. The total costs will be shared as set forth below. Upon execution of this Agreement, as its pro rata share contribution to this joint effort, each party to the Agreement shall pay to Washington County an amount calculated as follows:

- a. The percentage of the total current population (2000 U.S. Census) of Washington County within incorporated and unincorporated areas shall be calculated.
- b. Washington County, Clean Water Services and the Tualatin Hills Park and Recreation District, individually, shall each pay 1/3 of the percentage of the cost representing the total unincorporated population.
- c. The percentage representing the total incorporated population shall be divided among the signatory cities based on each respective city's population as a percentage of the total incorporated population.

Based on the above, Exhibit B attached hereto specifies the amount each party is to contribute for services and for public notice and outreach.

3.2 Washington County shall separately account for the funds and provide appropriate documentation as reasonably requested by the TBNRCC or any individual TBNRCC member.

3.3 If the initial \$100,000 plus \$50,000 for public notification and outreach costs is insufficient to complete the TBNRCC tasks described in this Agreement, the TBNRCC, by 2/3 majority vote of the Committee members, may authorize additional expenditures without action by the governing bodies of the members. If additional expenditures are authorized, the TBNRCC shall calculate the additional amount of funds needed from

each party to the Agreement, based on the formula in item 3.1 above, and request payment of such additional amount from each party to complete the tasks. At that time a party may elect to withdraw from the TBNRCC rather than contribute such additional funds to the project. If a party withdraws pursuant to this Section or Section 6, any excess funds already contributed by that party shall not be returned to the withdrawing party unless the TBNRCC determines that such a refund is equitable and appropriate. If unexpended funds remain after completion of the TBNRCC tasks described in this Agreement, each party shall receive a share of such unexpended funds proportional to its contribution.

#### **4. Other members**

The TBNRCC may permit additional local governments to join as full-members or as non-voting associate members. Additional full voting members shall make pro-rata contributions as described in Paragraph 3, and the contributions of all full voting members shall be adjusted accordingly.

#### **5. Responsibilities of Participating TBNRCC Members**

5.1 Each Basin government member shall contribute, at its own reasonable expense, such staff work, documents and other resources as may reasonably be requested by the TBNRCC in order to carry out the TBNRCC's responsibilities, and its own responsibilities under this Agreement. Each Basin government shall cooperate fully with the TBNRCC during the performance of these responsibilities.

5.2 The TBNRCC shall work generally to implement the "Tualatin Basin Approach" attached hereto as Exhibit A. The TBNRCC shall provide opportunities for public involvement, conduct a Tualatin Basin Goal 5 ESEE analysis, and formulate a coordinated Goal 5 Program for regionally significant Goal 5 resources within the jurisdictions of Basin governments for resources identified in the riparian corridor and wildlife habitat inventories accepted by the Metro Council. It shall submit its analyses and decisions on these matters to Metro for consideration.

5.3 If Metro includes these TBNRCC decisions in its adopted functional plan provisions in substantially the same form as submitted by the TBNRCC, the city and county Basin governments shall initiate, provide notice, and hold hearings on proposed ordinances amending their comprehensive plans and land use regulations to implement the Metro functional plan components submitted by the TBNRCC. Each city and county Basin government will conclude hearings and adopt, adopt with amendments, or reject the proposed ordinances to amend comprehensive plans and land use regulations within 180 days after the Metro Council's final decision adopting the TBNRCC decisions as part of the Metro functional plan. Each Basin government shall take final action adopting or rejecting any other program or regulation necessary to implement the adopted Metro functional plan provisions submitted by the TBNRCC within 180 days after the Metro Council's final decision, or as soon as possible thereafter if its charter or other notice and hearing requirements prevent final action within 180 days. Nothing in this Agreement or

the Metro-TBNRCC IGA shall obligate any Basin government to adopt the proposed ordinances or other programs or regulations necessary to implement the adopted Metro functional plan provisions. However, each Basin government shall adopt findings explaining its decision to reject or vary from ordinances, programs, or other actions necessary to implement the adopted Metro functional plan provisions submitted by the TBNRCC. Failure to adopt ordinances or other programs or actions necessary to implement the Metro functional plan provisions submitted by the TBNRCC may result in a determination by Metro that plans or land use regulations do not substantially comply with the Metro functional plan.

## **6. Term**

The Agreement shall terminate on June 30, 2004, unless terminated earlier or extended by action of the governing bodies of a 2/3 majority of Basin governments that are then voting members. Any Basin government may withdraw from the TBNRCC upon 60 days written notice to the TBNRCC. Within 30 days of withdrawal, the Basin government may be refunded a prorated return of any remaining funds it contributed to this project in accordance with Section 3.3 of this Agreement and provided copies of any documents or other resource materials prepared prior to withdrawal.

## **7. Amendment**

Amendments to this Agreement may be proposed by any member of the TBNRCC and shall be incorporated into the Agreement if approved by an affirmative vote of the governing bodies of 2/3 of all the voting TBNRCC members.

## **8. Miscellaneous**

8.1 The parties to this Agreement are the only entities or persons entitled to enforce its terms. Nothing in this IGA gives or is intended to provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

8.2 No person shall be denied or subjected to discrimination by any Basin government in receipt of the benefits of any services or activities made possible by or resulting from this IGA on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status.

8.3 The TBNRCC has no employees. Each basin government shall be solely responsible for its own employees, including but not limited to compensation for and supervision of work performed by its employees in connection with any matter described in this Agreement.

8.4 Subject to the limitations in the Oregon Tort Claims Act and the Oregon Constitution, each party agrees to hold harmless, indemnify and defend each other, including each other's officers, employees and agents against all claims, demands, actions, suits and appeals (including attorney fees and costs) arising from the indemnitor's acts or omissions under this Agreement. In addition, each party shall be solely responsible only for its proportional share established in this Agreement of any contract claims, delay damages or similar monetary claims arising from or caused by the action or inaction of the party or of any other party in the administration of this Agreement. Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement. However, each party shall be solely responsible for the defense of any action, claim, suit, or appeal (including land use appeal) arising out of that party's actions pursuant to Section 5.3 to implement adopted Metro functional plan provisions. Each party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.270.

8.5 If any claim, demand, action, suit or appeal is filed against the TBNRCC, the parties agree to cooperate in good faith in defending or otherwise addressing it.

8.6 This Agreement is intended as the complete, exclusive and final expression of the Agreement among the parties to this Agreement.

8.7 If any terms or provisions of this Agreement or the application thereof to any person or circumstance shall, to any extent, be determined by a court to be invalid or unenforceable, the remainder of this Agreement and the application of those terms and provisions shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

## **9. Effective Date**


The TBNRCC shall be deemed formed, and this Agreement be effective, on the date it is executed by Washington County and seven others of the following Basin governments:

- Washington County
- Clean Water Services
- Tualatin Hills Parks and Recreation District
- City of Beaverton
- City of Hillsboro
- City of Tigard
- City of Tualatin
- City of Sherwood
- City of Cornelius
- City of Forest Grove
- City of Durham
- City of King City
- City of North Plains

This Agreement consists of seven pages (including this signature page) plus Exhibits A and B. A separate signature page is included for each participating government; the compilation of all final (signed) signature pages with a single copy of the preceding 6 pages and Exhibits A and B shall represent the final agreement.

Each participating government shall provide a signed original of this page to Washington County for compilation and recording of the final agreement.

**CITY OF BEAVERTON**

By:   
Title: MAYOR  
Date: 4/2/02



## Tualatin Basin Approach

1/30/02 Draft

**What** The basin approach is a proposal that local governments take responsibility as described in Steps 1 and 2, below, within the greater part of the Tualatin River basin for the next phases (ESEE and program development) of the region's fish and wildlife habitat program, subject to coordination with, and final product approval by, the Metro Council. Riparian corridors and wildlife habitat determined to be regionally significant consistent with State Goal 5, and Clean Water Act requirements and Endangered Species Act listings would all have to be addressed in a basin approach.

**Where** The basin proposal could apply to any large whole watershed within the region, if approved by Metro. For the Tualatin Basin, the general geographic extent is that area draining the Tualatin River. The basin consists of areas inside of the current Metro urban growth boundary and Metro jurisdictional boundary, Metro UGB alternatives analysis areas and rural, farm and forest lands beyond. Regional resources determined by Metro, potential regional resources identified in areas studied by Metro in its UGB Alternatives Analysis and the rural, farm and forest lands beyond identified by Washington County as significant resources shall be addressed in the Tualatin Basin Approach.

**Who** Currently, a consortium of local governments including the cities of Beaverton, Cornelius, Durham, Forest Grove, Hillsboro, King City, Sherwood, Tigard and Tualatin, as well as Washington County, Clean Water Services and Tualatin Hills Parks and Recreation District have expressed a willingness to address the Tualatin Basin. Inclusion of, or coordination with, other jurisdictions with responsibilities within the Tualatin Basin such as Clackamas County and the cities of Lake Oswego and Portland are underway. Individual property owners, interest groups, local government advisory committees and other interested parties would also be provided opportunities to participate during this work effort. In addition, Metro would participate in the Basin Approach through Council representation on the Tualatin Basin Coordinating Committee, through project updates to, and feedback from the Natural Resource Committee, MPAC, MTAC, Goal 5 TAC, WRPAC, and through the Metro staff. The Metro Council would make recommendations about the ESEE decision to delineate areas to "prohibit" or "limit" conflicting uses and make the final decision about whether a basin approach met regional standards after consultation with its advisory committees.

**Why** The Basin Approach proposal has been made in part because of a concurrent, joint efforts by the Tualatin Basin governments, the Washington County Clean Water Services and others to address Federal Clean Water Act requirements and Endangered Species Act listings that likely will affect the same areas as Metro's fish and wildlife habitat protection plan. In addition to reducing the number of times that the same areas are analyzed and public outreach provided and applying more detailed information than is readily available region-wide, this Basin Approach allows for coordination among similar, but distinct Federal, State and regional requirements. The basin approach can also provide local governments with an opportunity to shape a basin-wide program that is tailored to local conditions within the Tualatin River basin while addressing regional



**Goal 5 objectives.** Because the Basin Approach is proposed as being completed concurrently with Metro's regional tasks, the Tualatin Basin is most likely to be implemented sooner than other portions of the region if the non-basin jurisdictions wait for the Metro regional safe harbor to be completed and acknowledged by the state before they begin local implementation tasks.

**When** The basin proposal would complete this work parallel to the rest of Metro's fish and wildlife habitat program region-wide. Both the region's work effort as well as the Basin Approach work products would be timed to allow for Metro Council consideration of the data and likely capacity consequences of a regional fish and wildlife protection plan in order to make decisions about the region's urban growth boundary by December 31, 2002. To accomplish this, materials defining the impact on the UGB buildable land inventory would need to be readied by Metro staff by August 1, 2002. The Tualatin Basin Approach has proposed to meet Metro's decision timeline. The Tualatin Basin Coordinating Committee would formally provide a Basin Approach timeline and work completion schedule.

**How** The basin approach will be accomplished by setting goals and standards<sup>1</sup>, providing legal structure for coordination, establishing a process and monitoring and evaluation.

**Goals.** The adopted Regional Framework Plan states that the region shall manage watersheds to protect, restore and ensure to the maximum extent practicable the integrity of streams, wetlands and floodplains, and their multiple biological, physical and social values. Metro's fish and wildlife vision articulates the overriding goal of the Basin Approach:

"The overall goal is to conserve, protect and restore a continuous ecologically viable streamside corridor system, from the streams' headwaters to their confluence with other streams and rivers, and with their floodplains in a manner that is integrated with the surrounding urban landscape. This system will be achieved through conservation, protection and appropriate restoration of streamside corridors through time."

Improvement of habitat health within each of the Region's 27 hydrologic units including the eleven hydrologic units inside the Tualatin Basin shall be a primary objective of the Basin Approach. The following objectives within Metro's Fish and Wildlife Habitat Vision Statement shall be pursued by the Basin Approach: to sustain and enhance native fish and wildlife species and their habitats; to mitigate high storm flows and maintain adequate summer flows; to provide clean water; and to create communities that fully integrate the built and natural environment. The region wide system of linked significant fish and wildlife habitats will be achieved through preservation of existing resources and restoration to recreate critical linkages, as appropriate and consistent with ESEE conclusions about whether to prohibit, limit or allow conflicting uses within a regionally significant resource site. Avoiding any future ESA listings is another primary Basin

Approach objective. The sentences quoted above from the Vision Statement as the overall goal shall be the goal against which the Tualatin Basin Approach will be reviewed. Objectives cited above provide additional guidance as to how the Tualatin Basin Approach should be completed and an intergovernmental agreement between the consortium and Metro will provide additional working details.

**Legal Structure.** Intergovernmental agreements will be used to ensure Basin Approach coordination among the affected local governments, and Metro. In addition, staff level memoranda of understanding will be used to assure coordination between consortium members, Metro and those relevant jurisdictions not directly participating in the Tualatin Basin Approach.

**Process.** The Metro-Tualatin Basin Approach coordination process would have two-steps. The first step would be a check-in by the Tualatin Basin Approach with Metro before making ESEE decisions for the Basin for Metro input and advice. The second step would be Metro Council review of Basin Approach program recommendations and determination of program conformance with the Basin Approach review criteria described above. In addition, ongoing coordination between the Tualatin Basin Approach staff and Metro staff would occur as work on the Basin Approach proceeds. A public involvement plan meeting the region's goals for providing substantial opportunities for participation by the public would be completed for the region (including how the Tualatin Basin would be addressed) after coordination with the Metro Committee on Citizen Involvement.

**Step 1. The ESEE Decision.** Metro, local governments and other interested parties will work to establish a regional ESEE method. One possible method would be to design regional ESEE parameters for application within 27 hydrologic units throughout the Region. The Tualatin Basin would develop basin-wide and local ESEE parameters for the Tualatin Basin. Both sets of ESEE parameters shall guide the identification of areas for prohibiting, limiting or allowing conflicting uses within the Tualatin Basin. The results of applying these parameters within the Basin would be mapped.

This map could be constructed for the entire region, using the selected regional ESEE parameters and the mapped results of the Tualatin Basin Approach ESEE analysis, further informed by any other local considerations. This information would be used for two purposes. First, it would provide the foundation of the ESEE decision. Second, the map could also be used to estimate the influence of the region's fish and wildlife habitat program on the housing and job capacity calculations for the region's periodic review of its urban growth boundary. The Tualatin Basin ESEE decision about which areas to prohibit, limit or allow conflicting uses within the Tualatin Basin would be made by the local participating governments, through the Tualatin Basin Natural Resource Coordinating Committee, after consideration of public comments, including Metro Council input and recommendations.

**Step 2 Program Design and Adoption.** Region-wide, Metro will prepare a regional Goal 5 program (regional safe harbor, riparian district plan and local discretionary review options) for the entire region which, for the Tualatin Basin, would reflect the program developed through the Basin Approach. Regional and Basin program elements, including incentives, acquisition, education and regulatory tools would then be prepared. The region would prepare its regional safe harbor, riparian district plan specifications and the local discretionary review options. The Tualatin Basin would design its program. For example, the Tualatin Basin Approach could include, but would not be limited to the following kinds of program elements:

- Revised and new land use “goal 5 overlay” mapped areas and new regulatory language for all land use authorities within the Basin;
- Clean Water Services (CWS) Design & Construction standards (possible revisions);
- Review and possible revisions to CWS maintenance programs (possibly maintenance programs for all jurisdictions including park district);
- Identification and prioritization of restoration sites and financial plan (“Environmental CIP”);
- Coordination with Metro Greenspaces program for targeted acquisitions; and
- Possible incorporation of “green street” optional standards into all local codes (project currently underway being funded by Tualatin Valley Water Quality Endowment Fund)

After taking public testimony, the Tualatin Basin would forward a recommended program to Metro. After its own review process using agreed upon review standards, the Metro Council would determine whether the Basin Approach substantially complies and whether to approve the Tualatin Basin Approach.

**Monitoring and Evaluation.** Metro Code requires that performance measures be used to evaluate the success and effectiveness of its functional plan to realize regional policies. In addition, the National Marine Fisheries Service 4(d) rule calls for monitoring and evaluation. After local programs have been enacted and some time period passes to allow for programs to take hold, Metro should evaluate its policies and their implementation to compare goals with actual outcomes. If a basin approach significantly lagged region-wide efforts, as a last resort, regional safe harbor provisions could be applied to the basin area until a basin approach is completed and approved by the Metro Council.

\*\*\*\*

# EXHIBIT 'B'

G5-COSTSHARE-2002.XLS

March 16, 2002

## COLLABORATIVE GOAL 5 RESPONSE COST SHARING DISTRIBUTION BY JURISDICTION

CURRENTLY ESTIMATED COSTS BASIS: **\$100,000.00** **\$50,000.00**  
Services Public Outreach

JURISDICTION:	2000 Population	Percent of Incorporated Population:	Costs:	Costs:	TOTAL COSTS
<i>(source: 2000 Census)</i>					
Beaverton	76,129	29.92%	\$17,139.25	\$8,569.63	\$25,708.88
Cornelius	9,652	3.79%	\$2,173.00	\$1,086.50	\$3,259.49
Durham	1,382	0.54%	\$311.14	\$155.57	\$466.70
Forest Grove	17,708	6.96%	\$3,986.68	\$1,993.34	\$5,980.02
Hillsboro	70,186	27.59%	\$15,801.28	\$7,900.64	\$23,701.92
King City	1,949	0.77%	\$438.79	\$219.39	\$658.18
North Plains	1,605	0.63%	\$361.34	\$180.67	\$542.01
Sherwood	11,791	4.63%	\$2,654.56	\$1,327.28	\$3,981.84
Tigard	41,223	16.20%	\$9,280.71	\$4,640.36	\$13,921.07
Tualatin	22,791	8.96%	\$5,131.04	\$2,565.52	\$7,696.56
<b>Totals:</b>	<b>254,416</b>	<b>100%</b>	<b>\$57,277.78</b>	<b>\$28,638.89</b>	<b>\$85,916.67</b>

**Total County Pop: 445,342 100.00%**

**Total Incorporated: 255,082 57.28%**

<b>Total Unincorporated:</b>	<b>190,260</b>	<b>42.72%</b>	<b>\$42,722.22</b>	<b>\$21,361.11</b>	<b>\$64,083.33</b>
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COUNTY	\$14,240.74	\$7,120.37	\$21,361.11
CWS	\$14,240.74	\$7,120.37	\$21,361.11
THPRD	\$14,240.74	\$7,120.37	\$21,361.11

**TOTALS: \$100,000.00 \$50,000.00 \$150,000.00**

**AGENDA BILL****Beaverton City Council  
Beaverton, Oregon**

**SUBJECT:** Authorize Mayor to sign  
intergovernmental agreement with  
Washington County for traffic signal  
maintenance and repair

**FOR AGENDA OF:** August 1, 2005 **BILL NO.** 05145

**Mayor's Approval:** 

**DEPARTMENT OF ORIGIN:** Operations 

**DATE SUBMITTED:** July 20<sup>th</sup>, 2005

**CLEARANCES:**

Finance  
City Attorney



**PROCEEDING:** Consent

**EXHIBITS:** IGA, Attachment A

**BUDGET IMPACT**

EXPENDITURE REQUIRED \$ N/A	AMOUNT BUDGETED \$ N/A	APPROPRIATION REQUIRED \$ N/A
--------------------------------	---------------------------	----------------------------------

**HISTORICAL PERSPECTIVE:**

The City of Beaverton entered into an intergovernmental agreement with Washington County during June of 1992 for traffic signal maintenance. This agreement was entered into to increase the level of service and response to traffic signal issues using an area management system for maintenance eliminating overlapping jurisdiction response. This original agreement expired June 30, 2004 and the City and County have been working under a memorandum of understanding while a new agreement was being negotiated.

**INFORMATION FOR CONSIDERATION:**

Enter into a new intergovernmental agreement between the City of Beaverton and Washington County for the maintenance of traffic signals at locations outlined in Attachment A of the proposed agreement. Maintenance and repair performed by each jurisdiction will be reimbursed by the owning jurisdiction at actual cost so no budget impact will be expected.

**RECOMMENDED ACTION:**

Authorize the Mayor to sign the agreement.

# **SIGNAL MAINTENANCE AGREEMENT**

Between

## **Washington County and City of Beaverton**

**THIS AGREEMENT** is made and entered into by and between THE CITY OF BEAVERTON, a municipal corporation of the State of Oregon, acting by and through its City Council, hereinafter referred to as "City," and WASHINGTON COUNTY, a political subdivision of the State of Oregon, acting by and through its Board of Commissioners, hereinafter referred to as "County."

### **WITNESSETH**

#### **ARTICLE I – RECITALS**

1. This agreement allows the City and County to perform the maintenance of the other's signals and provides specific responsibility for traffic signal maintenance as shown in Attachment A.
2. For the purpose of improving traffic circulation patterns on public highways and streets, City and County are currently upgrading their traffic signal systems and networks.
3. City and County believe that an effective and efficient method to maintain and repair a traffic signal network is an "area management system" rather than an "individual signal system."
4. The parties intend to evaluate the feasibility of the assigned areas of responsibility for traffic signal maintenance at future dates for possible future amendments to this Agreement.

**NOW, THEREFORE**, it is agreed by and between the parties hereto as follows:

#### **ARTICLE II - CITY OBLIGATIONS**

1. City hereby grants County the right to enter into and occupy City rights-of-way for the purpose of performing routine maintenance or emergency repairs of the traffic signal equipment described under this Agreement and as shown in Attachment A. Traffic signal equipment that may be maintained or repaired under this agreement includes, but is not limited to, vehicle detectors, emergency vehicle pre-emption, and illuminated traffic signal poles.
2. City shall perform all routine maintenance and emergency repairs required for the operation of the traffic signal equipment listed in Attachment A. Such maintenance or repair includes, but is not limited to, maintenance or repair of vehicle detectors, emergency vehicle pre-emption devices and illuminated traffic signal poles on

County-owned traffic signal equipment. Specific performance standards applicable to City are set out below:

a) Routine maintenance expectations:

- Yearly cabinet inspections,
- Lamp replacements only as needed,
- Defective luminaires (streetlights) shall be repaired or replaced within five working days of notification,
- Preventive maintenance on an annual basis.
- Other than cabinet checks preventive maintenance will not exceed 4 person hours on a signal annually without prior approval,
- Repairs.

b) Items not considered routine maintenance include:

- Annual re-lamping,
- Upgrades to existing equipment,
- Timing adjustments,
- Traffic signal upgrades or changes to signal timing shall only be made after review and written approval by the County.

c) Emergency repair expectations:

Emergency repairs are considered in-kind repairs necessary to get the signal back in operation and/or to meet minimum safety requirements. Emergency repairs neither include upgrades to the signal nor do they authorize the hiring of an outside contractor unless authorized by the County in advance.

Types of repairs considered an emergency repair include, but are not limited to the following:

1. Any turn pocket with just "one signal head" and it has an outage: red, yellow or green.
2. Any red lamp outage.
3. Any intersection that is in a flashing mode.
4. If any of the equipment at the intersection has been involved in an accident, the equipment that was involved must be checked.
5. Street light poles that have been hit or knocked down must be secured until repairs can be performed.
6. Ultimately it will be the responsibility of the technician on duty to evaluate conditions at the site and determine the action necessary, including temporary repairs or traffic control.



- City shall respond to emergency callouts within two hours of receipt of notification.
  - City shall provide daytime and after hours contact numbers for the signal maintenance contact person(s).
  - Costs above scheduled maintenance and emergency response must be pre-approved in writing by the County's designated representative prior to implementation.
3. City shall bill the County on a quarterly basis for all costs attributable to the maintenance of the County owned traffic signal equipment. Each bill shall be itemized to list where the call comes from; a description of the work performed and include direct labor, equipment and materials, including administrative overhead. Labor rates shall be based on the hourly wage rate of the employee performing the work plus benefits cost. Equipment rates shall be based on rates provided by the City's Fleet Management and shall be an hourly or cost-per-mile rate. Material costs shall be direct cost including freight cost, if any. County will not reimburse for stand-by time or direct charges for pagers.

Invoices shall be remitted to:

Washington County, Traffic Engineering  
1400 SW Walnut Street, MS 17  
Hillsboro, Oregon 97123-5625  
**Attention: Accounts Payable**

4. City shall enter into and execute this agreement during a duly authorized session of its City Council.
5. The City shall make prompt payment of the obligations as outlined in the billing within thirty (30) days of approval of the bills.
6. The City's authorized representative for this Agreement is the City's Operations Department Director or his designee.

### **ARTICLE III - COUNTY OBLIGATIONS**

1. County hereby grants City the right to enter into and occupy County rights-of-way for the purpose of performing routine maintenance or emergency repair of traffic signal equipment described under this Agreement and as shown in Attachment A. Traffic signal equipment that may be maintained or repaired under this agreement includes, but is not limited to, vehicle detectors, emergency vehicle pre-emption, and illuminated traffic signal poles.
2. County shall perform all routine maintenance or emergency repair required for the operation of the traffic signal equipment listed in Attachment A. Such maintenance or repairs includes, but is not limited to, the maintenance or repair of vehicle detectors, emergency vehicle pre-emption devices, and illuminated traffic signal poles on City-owned traffic signal equipment. Specific performance standards applicable to County are set out below:



- Routine maintenance shall be provided annually according to the ODOT standard inspection and maintenance procedures.
  - Any changes to signals or their timing shall only be made after review and written approval by the City.
  - Defective luminaires (streetlights) shall be repaired or replaced within four working days of notification.
  - County shall respond to emergency repairs within two hours of receipt of notification.
  - County shall provide daytime and after hours contact numbers for the signal maintenance contact person.
  - Costs above scheduled maintenance and emergency response will be pre-approved in writing by City's designated representative.
3. County shall bill the City on a quarterly basis for all costs attributable to the maintenance of the City owned traffic signals. Each bill shall be itemized to show direct labor, equipment and materials, including administrative overhead. Labor rates shall be based on the hourly wage rate of the employee performing the work plus benefits cost. Equipment rates shall be based on rates provided by the County's Fleet Management and shall be an hourly or cost per mile rate. Material costs shall be direct cost including, if any, freight cost.

All invoices shall be remitted to:

City of Beaverton  
Finance Department  
4755 SW Griffith Drive  
Beaverton, Oregon 97005

4. The County shall make prompt payment of the obligations as outlined in the billing within thirty (30) days of approval of the bills.
5. County shall enter into and execute this agreement during a duly authorized session of its Board of County Commissioners.
6. The County's authorized representative for this Agreement is the County Engineer or his designee.

#### **ARTICLE IV – COORDINATION**

Representatives of the City and County shall meet bi-monthly in a regularly scheduled meeting to discuss issues arising out of this agreement. Both parties shall use their best efforts to achieve consensus and seek efficiencies for both jurisdictions and for the traveling public.

#### **ARTICLE V - ADDITIONAL FACILITIES**

1. The parties may add or delete locations and facilities to this maintenance

agreement by following the provisions of this section. (Affected locations will be added to or deleted from Attachment A.)

2. City or County may request permission to add or delete one or more signal locations to this Agreement by letter from its contact person to the appropriate County and City representative. The letter shall state the affected locations and include a description of the existing signal specifications. Upon review and signature of the letter by both the County and City's representatives, the letter shall constitute an addendum to this agreement with respect to the locations. All terms and provisions of this agreement shall apply to any approved additional location. The effective date of the addendum shall be the first day of the month following signature of the addendum by both parties, but not less than fourteen days from the date of the signature.
3. Each party reserves the right to delete signal equipment locations from this agreement upon thirty (30) days written notice.

#### **ARTICLE VI – TRAFFIC SIGNAL COST SHARING**

The responsibility for maintenance and power costs of signals existing as of the date of this Agreement shall continue with the party that has borne such costs in the past.

As to any additional locations and new installations added to this agreement for intersections involving a county road and a city street, operation and maintenance costs shall be shared as provided in this section, unless a different agreement is negotiated and agreed to by the County and the City.

Traffic Signal Equipment on County-maintained roads that are intersected by City streets and Traffic Signal Equipment on City-maintained roads that are intersected by County streets shall be allocated as follows:

1. Installation costs  
Negotiated between County and City representatives as part of the project funding, under a separate Intergovernmental Agreement.
2. Maintenance costs  
Allocated based on the number of intersecting legs, e.g.: 4 legs, two belonging to County and two belonging to City, cost share would be 50/50; 3 legs, two belonging to County and one belonging to City, cost share would be 67/33.
3. Power costs  
Allocated by same method as maintenance costs.

#### **ARTICLE VII - GENERAL PROVISIONS**

1. Laws of Oregon  
The parties agree to abide by all applicable laws and regulations regarding the

handling and expenditure of public funds. This Agreement shall be governed by the laws of the State of Oregon. All provisions required by ORS Chapter 279 to be included in public contracts are hereby incorporated by reference and made a part of this Agreement, as if fully set forth herein.

2. Default

Either party shall be deemed to be in default if it fails to comply with any provision of this Agreement. Time is of the essence in the performance of any of the obligations within this Agreement. The complaining party shall provide the other party with written notice of default and allow thirty (30) days within which to cure the defect.

3. Liability and Indemnification

Subject to the provisions of the Oregon Tort Claims Act, ORS 30.265 through 30.300, each party shall defend, indemnify and hold harmless the other, including its officers, employees, agents, and representatives, from and against all claims, demands, and causes of actions and suits of any kind or nature for personal injury, death, or damage to property on account of or arising out of the party's negligent, reckless or willful acts or omissions in the performance of this Agreement, provided, however, that a party's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the other party, its officers, employees, agents, and representatives.

4. Modification of Agreement

No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in specific instances and for the specific purpose given.

5. Nondiscrimination

No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status. Any violation of this provision shall be considered a material defect and shall be grounds for cancellation, termination, or suspension in whole or in part by County or City.

6. Integration

This Agreement includes the entire agreement of the parties and supersedes any prior discussions or agreements regarding the same subject. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this contract.

## **ARTICLE VIII - TERM OF AGREEMENT**

1. This agreement may be canceled or renegotiated upon sixty (60) days written notice by City or County.
2. Upon thirty (30) days written notice, the City and County, at the other's request, shall make available all pertinent records and transactions related to the maintenance of the signals as outlined in this Agreement.

3. This Agreement shall take effect upon July 1, 2005 or final signature, whichever is later. This Agreement shall be for a term of one year, and shall automatically be renewed for successive terms of one year, unless one of the parties notifies the other of its intent not to renew any later than thirty days prior to the date of expiration.
4. Annual billings by either party to the other shall not exceed \$100,000 individually.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

DONE AND DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

**CITY OF BEAVERTON, OREGON**

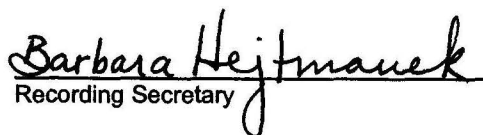
\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

  
City Attorney

**WASHINGTON COUNTY, OREGON**

  
Chair, Board of County Commissioners

  
Recording Secretary

APPROVED WASHINGTON COUNTY  
BOARD OF COMMISSIONERS  
MINUTE ORDER # 05-235  
DATE 6-28-05

APPROVED AS TO FORM:

  
Loretta S. Skurdahl  
Senior Assistant County Counsel

## ATTACHMENT A

The signalized intersections included in the signal maintenance agreement between Beaverton and Washington County are listed below and divided into two groups: The first group lists the locations of county-owned traffic signal equipment maintained by the city. The second group lists the locations of city-owned traffic signal equipment maintained by the county.

### **LOCATIONS OF COUNTY-OWNED TRAFFIC SIGNAL EQUIPMENT MAINTAINED BY CITY**

- |                                  |   |
|----------------------------------|---|
| 1. GREENBURG RD & LOCUST ST      | 18. SCHOLLS FERRY RD & ALLEN BL             |
| 2. GREENBURG RD & MAPLELEAF ST   | 19. SCHOLLS FERRY RD & BARROWS RD-E         |
| 3. KEMMER RD & 175TH AVE         | 20. SCHOLLS FERRY RD & BARROWS RD-W         |
| 4. MURRAY BL & 6TH AVE           | 21. SCHOLLS FERRY RD & BLACKBIRD            |
| 5. MURRAY BL & ALLEN BL          | 22. SCHOLLS FERRY RD & CONESTOGA DR         |
| 6. MURRAY BL & BROCKMAN ST       | 23. SCHOLLS FERRY RD & DAVIES RD            |
| 7. MURRAY BL & DAVIS RD          | 24. SCHOLLS FERRY RD & DENNEY RD            |
| 8. MURRAY BL & HART RD           | 25. SCHOLLS FERRY RD & HEATHER LN           |
| 9. MURRAY BL & OSPREY DR         | 26. SCHOLLS FERRY RD & MARJORIE LN (MCKAY)  |
| 10. MURRAY BL & SEXTON MTN RD    | 27. SCHOLLS FERRY RD & LAURELWOOD RD        |
| 11. MURRAY BL & TEAL BLVD        | 28. SCHOLLS FERRY RD & MURRAY BL            |
| 12. MURRAY BL & WEIR RD          | 29. SCHOLLS FERRY RD & NIMBUS AVE           |
| 13. MURRAY BL & MAVERICK LN      | 30. SCHOLLS FERRY RD & PROG FIRE STATION    |
| 14. SCHOLLS FERRY RD & 121ST AVE | 31. SCHOLLS FERRY RD & PTLD GOLF CLUB       |
| 15. SCHOLLS FERRY RD & 125TH AVE | 32. SCHOLLS FERRY RD & SCHOLLS CROSSING ENT |
| 16. SCHOLLS FERRY RD & 130TH AVE | 33. SCHOLLS FERRY RD & TEAL BL              |
| 17. SCHOLLS FERRY RD & 135TH AVE | 34. SCHOLLS FERRY RD & WHITFORD SCHOOL      |

### **LOCATIONS OF CITY-OWNED TRAFFIC SIGNAL EQUIPMENT MAINTAINED BY COUNTY**

1. 153RD & JENKINS RD.

## AGENDA BILL

Beaverton City Council  
Beaverton, Oregon

**SUBJECT:** Boards and Commissions Appointment –  
Esther Griffin to Human Rights Advisory  
Commission

**FOR AGENDA OF:** 08-01-05 **BILL NO:** 05146

**Mayor's Approval:**



**DEPARTMENT OF ORIGIN:** Mayor's  
Office/Neighborhood Program

**DATE SUBMITTED:** 07-26-05

### **CLEARANCES:**

**PROCEEDING:** CONSENT AGENDA

**EXHIBITS:** Application for new appointment

### **BUDGET IMPACT**

EXPENDITURE	AMOUNT	APPROPRIATION
REQUIRED\$0	BUDGETED\$0	REQUIRED \$0

### **HISTORICAL PERSPECTIVE:**

There is a vacancy on the Human Rights Advisory Commission (HRAC) due to the resignation of Anne Bliss. Mayor Rob Drake is forwarding Esther Griffin's application with the recommendation that she be appointed to fill the vacancy. Ms. Griffin's term will be effective immediately and expire on December 31, 2005.

### **RECOMMENDED ACTION:**

Confirm recommended appointment to the Human Rights Advisory Commission.



## BOARDS AND COMMISSIONS APPLICATION

DATE: July 19, 2005

Board/Commission applying for:	
1 <sup>st</sup> Choice	<u>Human Rights Advisory Commission</u>
2 <sup>nd</sup> Choice	<u>—</u>

Name <u>Esther L. Griffin</u>	Employer <u>Beaverton School District</u>	Position <u>TESA Aide Southridge High School</u>
Address <u>—</u>		City <u>Beaverton</u>
Home Phone <u>H</u>		Zip <u>97008-9307</u>
Business Phone <u>C</u>		
Email Address <u>—</u>		

How did you hear of the opening? <u>Volunteering w/HRAC on Human Rights Essay Contest</u>	
Are you a City resident? * If yes, how long have you lived in the City? <u>yes, 17 years</u>	May we keep your name on a list if not appointed at this time? <u>yes</u>

Briefly describe your background and experience:

I have a Bachelor's degree in Psychology and a Master's degree in Special Education. I taught 11-14 year old emotionally disturbed students in New Jersey. Following the birth of my first child, I became the Co-coordinator of a state Respite Care program aimed at keeping autistic youth, ages 3-21, home with their families. I was instrumental in expanding this state grant to serve additional counties and families in South Jersey.

Since moving to Beaverton in 1988, I have had another child, volunteered for 15 years with Cub Scouts and Boy Scouts (including 9 years as a Leader and 3 years as Pack Committee Chair, and currently as a Merit Badge Counselor), volunteered for 15 years in Beaverton schools – in classrooms and offices, on committees, and currently in the Drama Department at Southridge High School. I have also volunteered with the school district's Clothes Closet for 15 years – organizing parent volunteers to staff the Closet, overseeing Lost & Finds, and running very successful clothing drives.

I substituted in Beaverton schools for 8 years, and am currently employed as a Service Learning Coordinator/CIM and TESA Aide at Southridge High School. In this position for 2 years, I have increased student participation in volunteering by working closely with over 20 non-profit organizations and other schools and agencies, and motivating students to want to get involved in volunteer experiences. In addition, through student encouragement and perseverance, I have raised senior class CIM completion rates at Southridge from 29% to 58%.

\*The Charter for the City of Beaverton, Chapter V, Section 19, C.2., provides that:  
"Unless waived by a majority vote of the entire council, a member of any committee, board or commission shall be a resident of the City"



List any special training, skills or experience you may have that are pertinent to the Board/Commission to which you are applying:

I have a great deal of experience working with youth and adults in Beaverton, including with students who are at-risk, handicapped, or members of minority groups. I use my educational background constantly in making positive change wherever I work or volunteer.

As an employee of the Beaverton School District, I offer a unique connection to our schools that would be of value to the Human Rights Advisory Commission. I have proven myself repeatedly, both vocationally and as a volunteer, to have strong organizational skills, the ability to work as a committee member to accomplish goals, and a willingness to get involved in causes I believe in without regard for personal time spent. I am persistent when I see something that needs to be changed.

I am an active volunteer with Basic Rights Oregon, and I'm on the Advisory Board of GLSEN Oregon – the Gay, Lesbian and Straight Education Network.

Discuss your motivation for serving on this Board/Commission:

Three distinct personal experiences fuel my interest in the HRAC. First of all, my oldest son has Asperger's, a high-functioning autism. He is very bright and because of this, always "slipped through the cracks". He was not diagnosed until he was 17, and never received special accommodations in school. It has been a challenge to raise a child who frustrates his teachers and other adults, and whom other children often mock and do not want to play with. Through David, my family and I certainly understand "being different" and appreciate the value in all human beings.

Secondly, I grew up Jewish in the Bronx in the 1960s, and while there were many other Jewish families, my brother and I encountered anti-Semitism on a regular basis. Other kids pulled my 8-year-old brother off his bike, told him he killed Jesus, and gave him a concussion by hitting his head into a brick wall. Similar attacks on minority groups still exist. This isn't what the world should be like for our children or adults.

Thirdly, being perceived as gay or some sort of "queer freak" during my teenage years because of crossing gender boundaries in my clothing resulted in my being called names at school, finding my locker written on, and being harassed on the way home from school. This, too, is not how we want our youth to grow up. Names do hurt; you don't forget; and kids and adults are still being subjected to the same discrimination and nightmare experiences 30 years later.

I feel strongly about living in a community that is welcoming of diversity of any type. I think a great deal of progress can be made in this area when we educate our youth in particular, and provide opportunities for discussion and interaction between groups that are different. I admire the efforts and difference that the HRAC makes in our city, and I would be honored to be a part of that.

State your goals for the City:

Of course I want Beaverton to be clean, safe, environmentally conscious, economically healthy, etc etc. But beyond that, Beaverton needs to nurture and enhance a sense of community and acceptance. Since we moved here 17 years ago, Beaverton's population has not only doubled, but its ethnic make-up has changed dramatically. Beaverton's growth, while positive in many ways, is a hardship on the school district, as well as trying to maintain a sense of community that cares about all its residents. Projects like the "library blocks" provide a place for residents to come together with their children in a "small-town" setting, which I think is valuable for a sense of community. Events like Summerfest, Picnics in the Park, Flicks by the Fountain, the Farmer's Market, etc., bring people together. Beaverton needs to continue to offer these opportunities, continue to give people the chance to connect with each other and appreciate the diverse make-up of our city in a positive way. I think the Community Center and Community Room at the library could host more speakers, performances and gatherings that would enhance our sense of community and sharing. I would like to see continued opportunities for dialogue and understanding from our youth, as in the Human Rights Essay Contest, student workshop events, and possible presentations from youth at HRAC meetings on a regular basis so the Commission can keep abreast of what our next generation thinks and feels about these important issues. Our youth are our future, and we need to involve them as much as possible as we continue to strive for a peaceful, livable city.

For additional information, please call the Neighborhood Program at 503-526-2543.

Return application to: Neighborhood Program, City of Beaverton  
P.O. Box 4755  
Beaverton, OR 97076-4755  
Fax: (503) 526-3730



## AGENDA BILL

Beaverton City Council  
Beaverton, Oregon


**SUBJECT:** TA2005-0005 Utility Undergrounding  
Capital Projects

**FOR AGENDA OF:** 08-01-05 **BILL NO:** 05147

**Mayor's Approval:** 

**DEPARTMENT OF ORIGIN:** CDD

**DATE SUBMITTED:** 07-14-05

**CLEARANCES:** City Attorney   
Devel. Serv. 

**PROCEEDING:** First Reading

**EXHIBITS:** 1. Ordinance  
2. Land Use Order No. 1801  
3. Draft PC Minutes dated 06-15-05  
4. Staff Report dated 06-08-05

### **BUDGET IMPACT**

EXPENDITURE	AMOUNT	APPROPRIATION
REQUIRED\$0	BUDGETED\$0	REQUIRED \$0

### **HISTORICAL PERSPECTIVE:**

On June 15 2005, the Planning Commission held a public hearing to consider TA2005-0005 (Utility Undergrounding Capital Projects) that proposes to amend Section 60.65 of the Beaverton Development Code. Following the close of the public hearing on June 15, 2005, the Planning Commission voted 5-0 (Barnard and Winter absent) to recommend approval of the proposed Utility Undergrounding Capital Projects Text Amendment, as memorialized in Land Use Order No. 1801. Specifically, the Commission recommends approval of the proposed amendment to Development Code Section 60.65.15.1 attached to the draft Ordinance.

The Text Amendment will allow an exemption from the Development Code's utility undergrounding requirement for all of the following: (1) Publicly funded Washington County MSTIP roadway projects, (2) City of Beaverton funded roadway projects upon evidence that the City Council has decided not to provide funding for utility undergrounding, and (3) Oregon Department of Transportation roadway projects where the legislature has not included funding for utility undergrounding.

### **INFORMATION FOR CONSIDERATION:**

Attached to this Agenda Bill is an Ordinance including the proposed text, Land Use Order No. 1801, the draft Planning Commission meeting minutes, and staff report.

### **RECOMMENDED ACTION:**

Staff recommends the City Council approve the recommendation of the Planning Commission for TA2005-0005 (Utility Undergrounding Capital Projects) as set forth in Land Use Order No. 1801. Staff further recommend the Council conduct a First Reading of the attached ordinance.

AN ORDINANCE AMENDING ORDINANCE NO. 2050,  
THE DEVELOPMENT CODE, SECTION 60.65.15.1  
TA2005-0005 (UTILITY UNDERGROUNDING CAPITAL PROJECTS)

**WHEREAS**, the purpose of the Utility Undergrounding Section 60.65 Amendment is to amend a section of the Beaverton Development Code currently effective through Ordinance 4348 to provide an exemption to the Development Code's utility undergrounding standard for all publicly funded Washington County MSTIP roadway projects, City of Beaverton funded roadway projects upon evidence that the City Council has decided not to provide funding for utility undergrounding, and Oregon Department of Transportation roadway projects where the legislature has not included funding for utility undergrounding; and

**WHEREAS**, pursuant to 50.50.1 of the Development Code, the Beaverton Development Services Division on June 8, 2005, published a written staff report and recommendation a minimum of seven (7) calendar days in advance of the scheduled public hearing before the Planning Commission on June 15, 2005; and

**WHEREAS**, on June 15, 2005, the Planning Commission conducted a public hearing for TA2005-0005 (Utility Undergrounding Capital Projects) at the conclusion of which the Planning Commission voted to recommend to the Beaverton City Council to adopt the proposed amendment to the Development Code as summarized in Planning Commission Land Use Order No. 1801; and

**WHEREAS**, no written appeal pursuant to Section 50.75 of the Development Code was filed by persons of record for TA2005-0005 (Utility Undergrounding Capital Projects) following the issuance of the Planning Commission Land Use Order No. 1801; and

**WHEREAS**, the City Council adopts as to criteria, facts and findings described in Land Use Order No. 1801 dated June 30, 2005, the Planning Commission record, and the Council's Agenda Bill dated August 1, 2005, all of which the Council incorporates by this reference and finds to constitute an adequate factual basis for this ordinance; and now, therefore,

**THE CITY OF BEAVERTON ORDAINS AS FOLLOWS:**

**Section 1.** Ordinance No. 2050, effective through Ordinance No. 4348, the Development Code, is amended to read as set out in Exhibit "A" of this Ordinance, attached hereto and incorporated herein by this reference.

**Section 2.** All Development Code provisions adopted prior to this Ordinance which are not expressly amended or replaced herein, shall remain in full force and effect.

**Section 3.** Severance Clause. The invalidity or lack of enforceability of any terms or provisions of this Ordinance or any appendix or part thereof shall not impair or otherwise affect in any manner the validity, enforceability or effect of the remaining terms of this Ordinance and appendices and said remaining terms and provisions shall be construed and enforced in such a manner as to effect the evident intent and purposes taken as a whole insofar as reasonably possible under all of the relevant circumstances and facts.

First reading this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Passed by the Council this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Approved by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

ATTEST:

APPROVED:

\_\_\_\_\_  
SUE NELSON, City Recorder

\_\_\_\_\_  
ROB DRAKE, Mayor

**Section 1:** The Development Code, Ordinance No. 2050, Ordinance 4332, Chapter 60 – Special Requirements, Section 60.65 Utility Undergrounding specifically Section 60.65.15.1., will be amended to read as follows:

\*\*\*\*\*

**60.65.15.**

1. At the option of the applicant and subject to rules promulgated by the Oregon Public Utility Commission (PUC), this requirement does not apply to surface mounted transformers, surface mounted connection boxes and meter cabinets, which may be placed above ground, temporary utility service facilities during construction, high capacity electric lines operating at 50,000 volts or above, that portion of a project where undergrounding will require boring under a collector or arterial roadway, and ~~voter approved MSTIP 1, 2, and 3 funded roadway projects.~~ City funded roadway projects which the City Council has specifically considered and declined to fund utility undergrounding as a component of the roadway project, Washington County funded roadway projects, such as MSTIP projects, and Oregon Department of Transportation funded roadway projects.

\*\*\*\*\*

# **BEFORE THE PLANNING COMMISSION FOR THE CITY OF BEAVERTON, OREGON**

IN THE MATTER OF A REQUEST TO ) ORDER NO. 1801  
AMEND BEAVERTON DEVELOPMENT ) TA2005-0005 RECOMMENDING APPROVAL  
CODE SECTION 60.65 (UTILITY ) OF UTILITY UNDERGROUNDING CAPITAL  
UNDERGROUNDING CAPITAL ) PROJECTS TEXT AMENDMENT.  
PROJECTS). CITY OF BEAVERTON, )  
APPLICANT.

The matter of TA2005-0005 (Utility Undergrounding Capital Projects) was initiated by the City of Beaverton, through the submittal of a text amendment application to the Beaverton Community Development Department.

Pursuant to Ordinance 2050 (Development Code), effective through Ordinance 4332, Section 50.50 (Type 4 Application), the Planning Commission conducted a public hearing on June 15, 2005, and considered oral and written testimony and exhibits for the proposed amendment to the Beaverton Development Code.

TA2005-0005 proposes to amend Development Code Section 60.65 (Utility Undergrounding) to allow for all publicly funded Washington County MSTIP roadway projects an exemption from the Development Code's utility undergrounding requirement, City of Beaverton funded roadway projects upon evidence that the City Council has decided not to provide funding for utility undergrounding, and Oregon Department of Transportation roadway projects where the legislature has not included funding the utility undergrounding. In each case, the jurisdiction responsible as applicant for the roadway project will need to provide evidence that the funding body has not funded the undergrounding of utilities of the specific roadway project.

No public testimony was received. The Commission agreed with the staff report's conclusion that in order to have these public roadway projects be exempt from undergrounding utilities, verification from the applicable funding

body must be provided indicating that the body considered, and a decision was made, not to provide funding for underground utilities. The City Council is the decision body for City funded roadway projects. Therefore, the Commission found that based upon the staff report and exhibits, the specific amendment to Section 60.65.15.1 *Utility Undergrounding* is acceptable for a positive recommendation to the City Council.

The Planning Commission adopts by reference the June 15, 2005, report as to criteria contained in Section 40.85.15.1.C.1-7 applicable to this request and the supplemental findings contained herein; now, therefore:

**IT IS HEREBY ORDERED** that pursuant to Section 50.50.1 of the Beaverton Development Code, the Planning Commission **RECOMMENDS APPROVAL** of Section 60.65 (Utility Undergrounding) contained within TA2005-0005. The Planning Commission finds that evidence has been provided demonstrating that all of the approval criteria specified in Section 40.85.15.1.C.1-7 are satisfied for the modification to Section 60.65.

Motion **CARRIED** by the following vote:


<b>AYES:</b>	Pogue, DeHarpport, Kroger, Maks, and Johansen.
<b>NAYS:</b>	None.
<b>ABSTAIN:</b>	None.
<b>ABSENT:</b>	Barnard and Winter.

Dated this 30<sup>th</sup> day of June, 2005.

To appeal the decision of the Planning Commission, as articulated in Land Use Order No. 1801, an appeal must be filed on an Appeal form provided by the Director at the City of Beaverton Recorder's Office by no later than 5:00 p.m. on Monday, July 11, 2005.

PLANNING COMMISSION  
FOR BEAVERTON, OREGON

ATTEST:



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TYLER RYERSON  
Associate Planner

APPROVED:



---

ERIC H. JOHANSEN  
Chairman



---

STEVEN A. SPARKS, AICP  
Development Services Manager

**NEW BUSINESS:***DRAFT***PUBLIC HEARING:****A. UTILITY UNDERGROUNDING CAPITAL PROJECTS****1. TA2005-0005 – TEXT AMENDMENT**

The City of Beaverton proposes a Text Amendment to Section 60.65 Utility Undergrounding of the Development Code providing the opportunity to exempt utility undergrounding for City of Beaverton, Washington County, and Oregon Department of Transportation funded roadway projects.

Associate Planner Tyler Ryerson presented the Staff Report and explained that the city is proposing a text amendment to Section 60.65 Utility Undergrounding of the Development Code which will provide an opportunity to exempt utility undergrounding for the City of Beaverton, Washington County, and Oregon Department of Transportation funded roadway projects. Referring to the public hearing conducted on February 2, 2005, regarding Washington County's MSTIP projects 1, 2, and 3, he explained that a discussion took place of possibly providing the City of Beaverton the opportunity to vary from potential undergrounding of utilities in roadway projects funded by the public. He noted that the Commission expressed concerns with the approach towards the undergrounding exemptions for city projects, and therefore, the commission recommended denial. Consequently, staff had amended the language to Section 60.65.15.1, providing exemption to all MSTIP funded roadway projects, to include city funded roadway projects which the city council would have to consider and decline to fund utility undergrounding as a component of the roadway project, and ODOT funded roadway projects where the state legislature has not included utility undergrounding funding as a part of the roadway project. Concluding, he noted that staff recommends approval and offered to respond to questions.

**PUBLIC TESTIMONY**

No member of the public testified with regard to this application.

The public portion of the Public Hearing was closed.

Commissioner Kroger stated that as a citizen of the City of Beaverton, she likes the undergrounding of utilities. She pointed out that she's not in favor of exempting the city from undergrounding utilities which



1 would then require the private sector to underground; therefore, unless  
2 she can be convinced otherwise, she will not support the application.

3  
4 Commissioner's Maks, DeHarpport, Pogue, and Chairman Johansen  
5 expressed their support of the application.

6  
7 Commissioner Pogue **MOVED** and Commissioner DeHarpport  
8 **SECONDED** a motion to approve TA2005-0005 – Utility  
9 Undergrounding Capital Projects based upon the testimony, reports  
10 and exhibits, and new evidence presented during the Public Hearings  
11 on the matter, and upon the background facts, findings and  
12 conclusions found in the Staff Report dated June 8, 2005.

13  
14 Motion **CARRIED** by the following vote:

15  
16 **AYES:** Maks, DeHarpport, Kroger, Pogue, and Johansen.  
17 **NAYS:** None.  
18 **ABSTAIN:** None.  
19 **ABSENT:** Barnard and Winter.

20  
21 Motion **CARRIED** (5:0)

22  
23 **MISCELLANEOUS BUSINESS:**

24  
25 The meeting adjourned at 10:27 p.m.



# CITY of BEAVERTON

4755 S.W. Griffith Drive, P.O. Box 4755, Beaverton, OR 97076 General Information (503) 526-2222 V/TDD

## CITY OF BEAVERTON STAFF REPORT AND RECOMMENDATION

HEARING DATE: Wednesday, June 15, 2005

TO: Planning Commission

FROM: Tyler T. Ryerson, Associate Planner *TR*

PROPOSAL: **TA2005-0005 (Utility Undergrounding Capital Projects)**

REQUEST: The City of Beaverton proposes a Text Amendment to Section 60.65 *Utility Undergrounding* of the Development Code providing the opportunity to exempt utility undergrounding for City of Beaverton, Washington County, and Oregon Department of Transportation funded roadway projects.

APPLICANT: City of Beaverton - Development Services Division

AUTHORIZATION: Ordinance 2050 (Development Code), effective through Ordinance 4332

APPLICABLE CRITERIA: Section 40.85.15.1.C.1-7 (*Text Amendment Approval Criteria*)

RECOMMENDATION: Staff recommend APPROVAL of **TA2005-0005 (Utility Undergrounding Capital Projects)** application.

## I. Proposed Legislative Text Amendment

### Amendment to Utility Undergrounding Section 60.65

The proposed Development Code text amendment to *Utility Undergrounding* Section 60.65 will provide an exemption to the requirement of undergrounding existing overhead utilities located along roadways associated with capital projects funded by three sources: the City of Beaverton, Washington County through Major Streets Transportation Improvement Program (MSTIP), and the state legislature through Oregon Department of Transportation projects.

Ordinance 4343, approved in March 2005, provided an exemption to the *Utility Undergrounding* Development Code Section 60.65 requirement of undergrounding of utilities for Washington County voter approved Major Streets Transportation Improvement Program (MSTIP) 1, 2, and 3 programs. MSTIP projects were approved by Washington County voters as short-term levies in 1986, 1989, and 1995 respectively. After the approval of Measure 50, serial levies such as MSTIP were cut back, but the Board of County Commissioners, in conjunction with the Washington County Coordinating Committee comprised of Washington County Land Use and Transportation, and the cities of Washington County, continues to devote the same ratio of what are general fund resources to transportation funding. The funding scope of MSTIP projects typically does not take into account the costs associated with utility undergrounding, and therefore undergrounding is not included in the scope of these roadway projects. This proposed text amendment will amend the *Utility Undergrounding* text to include not only MSTIP 1, 2, and 3 projects, but all MSTIP projects.

In the previous text amendment, TA2004-0010, amending the *Utility Undergrounding* Code Section, the Planning Commission discussed the potential to provide an exemption of undergrounding utilities for City funded roadway project. The Commission expressed that they would like to ensure the City Council has direct decisions in deciding if City funded roadway projects should be allowed to be exempt from undergrounding utilities. Through this text amendment proposal, all City roadway projects which request exemption of the utility undergrounding standard must provide evidence that the City Council expressly decided not to fund undergrounding of utilities.

In addition, the proposed text amendment would allow ODOT roadway projects the opportunity for exemption of utility undergrounding, if evidence is provided that the state legislature has not included funding for utility undergrounding.

Therefore, the proposal to amend *Utility Undergrounding* Section 60.65 will allow for all publicly funded Washington County MSTIP roadway projects an exemption from the Development Code's utility undergrounding requirement, City of Beaverton funded roadway projects upon evidence that the City Council has decided

not to provide funding for utility undergrounding, and Oregon Department of Transportation roadway projects where the legislature has not included funding the utility undergrounding. In each case, the jurisdiction responsible for the roadway project will need to provide evidence that the funding body has decided not to fund the undergrounding of utilities of the specific roadway project.

**Section 1: The Development Code, Ordinance No. 2050, Ordinance 4332, Chapter 60 – Special Requirements, Section 60.65 Utility Undergrounding specifically Section 60.65.15.1., will be amended to read as follows:**

### **60.65 Special Requirements - Utility Undergrounding**

\*\*\*\*\*

#### **60.65.15.**

1. At the option of the applicant and subject to rules promulgated by the Oregon Public Utility Commission (PUC), this requirement does not apply to surface mounted transformers, surface mounted connection boxes and meter cabinets, which may be placed above ground, temporary utility service facilities during construction, high capacity electric lines operating at 50,000 volts or above, that portion of a project where undergrounding will require boring under a collector or arterial roadway, and ~~voter approved MSTIP 1, 2, and 3 funded roadway projects.~~ City funded roadway projects which the City Council has specifically considered and declined to fund utility undergrounding as a component of the roadway project, Washington County funded roadway projects, such as MSTIP projects, and Oregon Department of Transportation funded roadway projects

\*\*\*\*\*

The proposed amendment to the Development Code Section 60.65 text as shown above is attached in Exhibit 1.1.

## **II. Facts and Findings**

Section 40.85.15.1.C of the Development Code specifies that in order to approve a Text Amendment application, the decision-making authority shall make findings of fact, based on evidence provided by the applicant, that all of the criteria specified in

Section 40.85.15.1.C.1-7 are satisfied. The following are the findings of fact for TA2005-0005 (Utility Undergrounding Capital Projects).

***1. The proposal satisfies the threshold requirements for a Text Amendment application.***

Section 40.85.15.1.A specifies that an application for a text amendment shall be required when there is proposed *any change to the Development Code, excluding changes to the zoning map*. TA2004-0005 (Utility Undergrounding Capital Projects) proposes to amend Section 60.65 of the Beaverton Development Code currently effective through Ordinance 4332 (January 2005). Therefore, staff find that approval criterion one has been met.

***2. All City application fees related to the application under consideration by the decision-making authority have been submitted.***

Policy Number 470.001 of the City's Administrative Policies and Procedures manual states that fees for a City initiated application are not required where the application fee would be paid from the City's General Fund. The Development Services Division, which is a General Fund program, initiated the application. Therefore, the payment of an application fee is not required. Staff find that approval criterion two is not applicable.

***3. The proposed text amendment is consistent with the provisions of the Metro Urban Growth Management Functional Plan.***

Metro's Urban Growth Management Functional Plan (UGMFP) is comprised of the following titles:

- Title 1: Requirements for Housing and Employment Accommodations
- Title 2: Regional Parking Policy
- Title 3: Water Quality, Flood Management and Fish and Wildlife Conservation
- Title 4: Industrial and Other Employment Areas
- Title 5: Neighbor Cities and Rural Reserves
- Title 6: Central City, Regional Centers, Town Centers and Station Communities
- Title 7: Affordable Housing
- Title 8: Compliance Procedures
- Title 9: Performance Measures
- Title 10: Functional Plan Definitions
- Title 11: Planning for New Urban Areas
- Title 12: Protection of Residential Neighborhoods

The UGMFP does not specifically address issues of relocating above-ground utilities to underground locations. Although the proposed Text Amendment will not fully

implement the provisions of the UGMFP, they are supportive of other actions the City will be required to take to comply with the UGMFP. The proposed amendment has no applicability to the Metro titles. Staff find that approval criterion three is not applicable.

**4. *The proposed text amendment is consistent with the City's Comprehensive Plan.***

Staff suggests that Chapter 3 of the Comprehensive Plan (Land Use Element) is relevant to the proposed amendment. Two (2) Comprehensive Plan policies which are related to the proposed amendments to Sections 60.65 *Utility Undergrounding*. The proposed text amendment will not change the intent of the existing Development Code regulations, such that goals and policies of the Comprehensive Plan will be impacted. The following goal, policies, and action statements generally address undergrounding of utilities:

**Chapter 3 – Land Use Element**

**3.4.1 Goal:** *Provide a policy framework for a community designed to establish a positive identity while enhancing livability.*

**Policies:**

- c) *Existing overhead utilities shall be placed underground in all parts of the community in conjunction with development.*
- j) *Ensure public and private facilities, especially essential public facilities, are available and provided at the time of development to reduce initial and long-range costs to City businesses and residents.*

**Action 1:** *On and off-site improvements should add to the character and quality of the area as a place for people to live and work. This includes such measures as utility undergrounding and basic pedestrian improvements such as street trees and sidewalks. Street trees are central to creating neighborhood community; therefore, land use regulations shall be adopted requiring street trees or a fee-in-lieu.*

Undergrounding of utilities is a requirement of Development Code Section 60.65 *Utility Undergrounding*. The proposal to amend the undergrounding requirement is limited to publicly funded roadway projects by the City of Beaverton, Washington County, and Oregon Department of Transportation. City projects must show evidence that the City Council has expressly decided not to include funding for the undergrounding of utilities.



Roadway projects are development and the policies identify that existing overhead lines be placed underground in conjunction with development. In addition, the Comprehensive Plan Action 1 of Policy 3.4.1.j implies that utility undergrounding will assist in creating character and quality of the area as a place for people to live and work.

The amendment proposal is limited to publicly funded City of Beaverton funded roadway projects upon evidence that the City Council has decided not to provide funding for utility undergrounding, Washington County MSTIP roadway projects an exemption from the Development Code's utility undergrounding requirement, and Oregon Department of Transportation roadway projects where the legislature has not included funding the utility undergrounding. In each case, the roadway project will need to provide evidence that the funding body has decided not to fund the undergrounding of utilities of the specific roadway project.

The benefit to the community to underground could shortchange other priority improvements as funding is required to be shifted from other transportation safety and capacity projects, to underground the utilities. Staff find that the proposed text amendment is consistent with the provisions of the Beaverton Comprehensive Plan as utility undergrounding continues to be required, with publicly funded exemption opportunities. Therefore, staff find that approval criterion four has been met.

**5. *The proposed text amendment is consistent with other provisions within the City's Development Code.***

The proposed amendments do not create impacts or conflicts with other provisions within the Development Code. Staff find that proposed amendments provide are consistent with the other provisions of the Development Code. Therefore, staff find, that the approval criterion five has been met.

**6. *The proposed amendment is consistent with all applicable City ordinance requirements and regulations.***

The current Development Code and Ordinance No. 4187, which adopted the current Comprehensive Plan, are applicable to the proposed text amendment and are addressed in the findings of fact for approval criterion four and five. Staff did not identify any other applicable City ordinance requirements and regulations that would be affected by the proposed text amendments. Therefore, staff find that approval criterion six has been met.

**7. *Applications and documents related to the request, which will require further City approval, shall be submitted to the City in the proper sequence.***

Staff have determined that there are no other applications and documents related to the request that will require further City approval. Therefore, staff find that approval criterion seven has been met.

### **III. Conformance with Statewide Planning Goals**

Because the proposal is for a text amendment to the Development Code, a demonstration of compliance with the Statewide Planning Goals is not required. ORS 197.225 requires that Statewide Planning Goals only be addressed for Comprehensive Plan Amendments. Nevertheless, the Statewide Planning Goals are useful to support the City's position on the proposed amendments. The proposed text amendment's conformance to relevant Statewide Planning Goals is briefly discussed below:

#### **GOAL ONE - CITIZEN INVOLVEMENT**

*To develop a citizen involvement program that insures the opportunity for citizens to be involved in all phases of the planning process.*

The City is in compliance with this Statewide Planning Goal through the establishment of a Committee for Citizen Involvement (CCI). The City has gone even further by establishing Neighborhood Association Committees (NACs) for the purpose of providing widespread citizen involvement, and distribution of information. The proposed text amendments to the Development Code will not change the City of Beaverton's commitment to providing opportunity for citizen involvement, or place the City out of compliance with Statewide Planning Goal One.

#### **GOAL TWO - LAND USE PLANNING**

*To establish a land use planning process and policy framework as a basis for all decisions and actions related to use of land and to assure an adequate factual base for such decisions and actions.*

The City of Beaverton has adopted a Comprehensive Plan that includes text and maps (Ordinance 1800, and most recently amended by Ordinance 4187) along with implementation measures such as the Development Code (Ordinance 2050, effective through Ordinance No. 4265). These land use planning processes and policy framework form the basis for decisions and actions, such as the subject text amendment proposal. The proposed Development Code amendment has been processed in accordance with Section 40.85 (Text Amendment) and Section 50.50 (Type 4 Application) of the Development Code. Section 40.85 contains specific approval criteria for the decision-making authority to apply during its consideration of the text amendment application. Section 50.50 (Type 4 Application) specifies the



minimum required public notice procedures to insure public input into the decision-making process. The City of Beaverton's Comprehensive Plan is consistent with Statewide Planning Goal 2.

#### **IV. Conclusion and Staff Recommendation**

Based on the facts and findings presented, staff conclude that the proposed amendment to the Development Code is consistent with all the text amendment approval criteria of Section 40.85.15.1.C.1-7. Therefore, staff recommend the Planning Commission **APPROVE TA2005-0005 (Utility Undergrounding Capital Projects)** at the June 15, 2005 regular Commission hearing.

#### **V. Exhibits**

Exhibit 1.1 Proposed Text Amendment Section 60.65 *Utility Undergrounding*

## EXHIBIT 1.1

Section 1: The Development Code, Ordinance No. 2050, Ordinance 4332, Chapter 60 – Special Requirements, Section 60.65 Utility Undergrounding specifically Section 60.65.15.1., will be amended to read as follows:

\*\*\*\*\*

### 60.65.15.

1. At the option of the applicant and subject to rules promulgated by the Oregon Public Utility Commission (PUC), this requirement does not apply to surface mounted transformers, surface mounted connection boxes and meter cabinets, which may be placed above ground, temporary utility service facilities during construction, high capacity electric lines operating at 50,000 volts or above, that portion of a project where undergrounding will require boring under a collector or arterial roadway, and ~~voter approved MSTIP 1, 2, and 3 funded roadway projects.~~ City funded roadway projects which the City Council has specifically considered and declined to fund utility undergrounding as a component of the roadway project, Washington County funded roadway projects, such as MSTIP projects, and Oregon Department of Transportation funded roadway projects.

\*\*\*\*\*

## AGENDA BILL

Beaverton City Council  
Beaverton, Oregon

**SUBJECT:** An Ordinance Amending Ordinance No.  
4187, the Comprehensive Plan  
Transportation Element, Related to  
Transportation Maps CPA 2005-0002

**FOR AGENDA OF:** 08/01/05 **BILL NO:** 05148

**Mayor's Approval:** 

**DEPARTMENT OF ORIGIN:** Engineering 

**DATE SUBMITTED:** 07/26/05

**CLEARANCES:** City Attorney   
Transportation 

**PROCEEDING:** First Reading

**EXHIBITS:** Ordinance  
Exhibit A – Proposed Amendment

### **BUDGET IMPACT**

EXPENDITURE	AMOUNT	APPROPRIATION
REQUIRED \$0	BUDGETED \$0	REQUIRED \$0

### **HISTORICAL PERSPECTIVE:**

This ordinance embodies CPA 2005-0002. Council consented to this matter on its July 18, 2005, agenda. The ordinance is ready for the required readings.

### **INFORMATION FOR CONSIDERATION:**

CPA 2005-0002 is proposed as an ordinance.

### **RECOMMENDED ACTION:**

First Reading

**Ordinance No. 4364**  
**An Ordinance Amending**  
**Ordinance No. 4187, the Comprehensive Plan,**  
**Transportation Element, Related to**  
**Transportation Maps CPA 2005-0002**

**WHEREAS**, the purpose of the proposed amendment to the City of Beaverton's Comprehensive Plan Transportation Element is to update figures and expand the City transportation plan to include an updated circulation system, annexed areas, the revised location for the planned Commuter Rail station, and to acknowledge plans that are approved and streets that are constructed since adoption of the updated transportation element; and

**WHEREAS**, the Planning Commission held a public hearing on June 1, 2005, to consider CPA 2005-0002, consider comments, and take testimony; and

**WHEREAS**, on June 1, 2005, the Planning Commission recommended approval of the proposed CPA 2005-0002 application based upon the Staff Report dated May 2, 2005, as modified by the Staff Memorandum dated June 1, 2005; and

**WHEREAS**, the final order was prepared memorializing the Planning Commission's recommendation; and

**WHEREAS**, the Council consented to approval and adoption of criteria applicable to this request and findings thereon in the Staff Report dated May 2, 2005, and the Staff Memorandum dated June 1, 2005, and, further, approves the Comprehensive Plan amendment as set forth in Exhibit A, and incorporated herein by reference.

Now, therefore,

**THE CITY OF BEAVERTON ORDAINS AS FOLLOWS:**

**Section 1.** Ordinance No. 4187, Comprehensive Plan Transportation Element (Volume I, Chapter Six) as amended and set forth in Exhibit A and incorporated herein by reference, is adopted.

**Section 2.** Savings Clause.

A. Nothing in this Ordinance shall affect a site development permit or other permit related to the development of land issued before the effective date of this Ordinance.

B. Nothing in this Ordinance shall affect a site development permit or other permit related to the development of land issued on or after the effective date of this Ordinance, provided the City first received the application for the permit before the effective date of this Ordinance.

C. Nothing in this Ordinance shall affect the City's consideration of an application for a site development permit or other permit related to the development of

land, provided the City first received the application for the permit before the effective date of this Ordinance.

**Section 3. Severability.** It shall be considered that it is the legislative intent, in the adoption of this Ordinance, that if any part of the ordinance should be determined by any tribunal of competent jurisdiction, i.e., the Land Use Board of Appeals or the Land Conservation and Development Commission, to be unconstitutional or not acknowledged as in compliance with applicable statewide planning goals, the remaining parts of the ordinance shall remain in force and acknowledged unless: (1) the tribunal determines that the remaining parts are so essential and inseparably connected with and dependent upon the unconstitutional or unacknowledged part that it is apparent the remaining parts would not have been enacted without the unconstitutional or unacknowledged part; or (2) the remaining parts, standing alone, are incomplete and incapable of being executed in accordance with legislative intent.

First reading this \_\_\_\_ day of \_\_\_\_\_, 2005.

Passed by the Council this \_\_\_\_ day of \_\_\_\_\_, 2005.

Approved by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2005.

ATTEST:

APPROVED:

\_\_\_\_\_  
SUE NELSON, City Recorder

\_\_\_\_\_  
ROB DRAKE, Mayor



GEOGRAPHIC

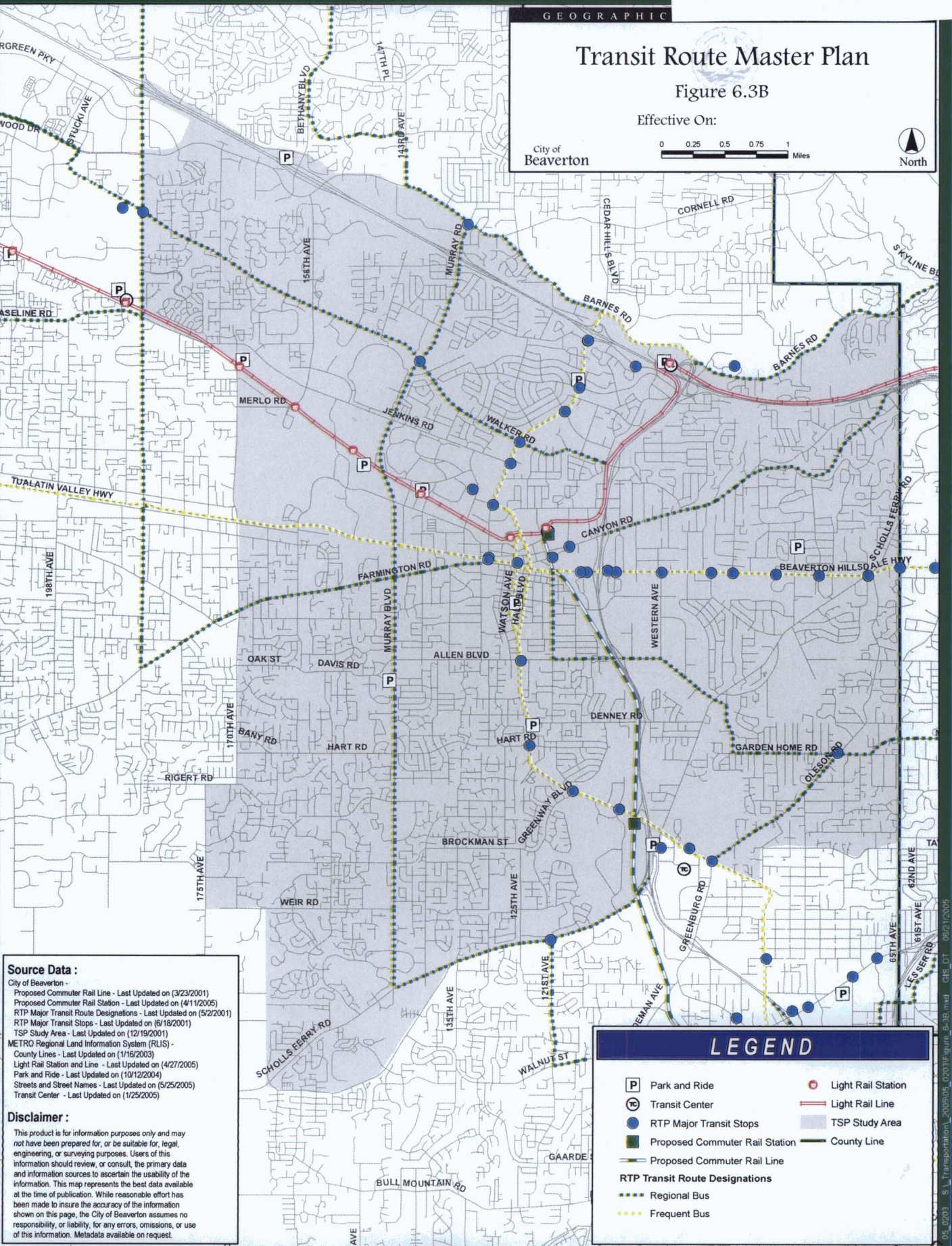
## Transit Route Master Plan

Figure 6.3B

Effective On:

City of  
Beaverton

0 0.25 0.5 0.75 1 Miles





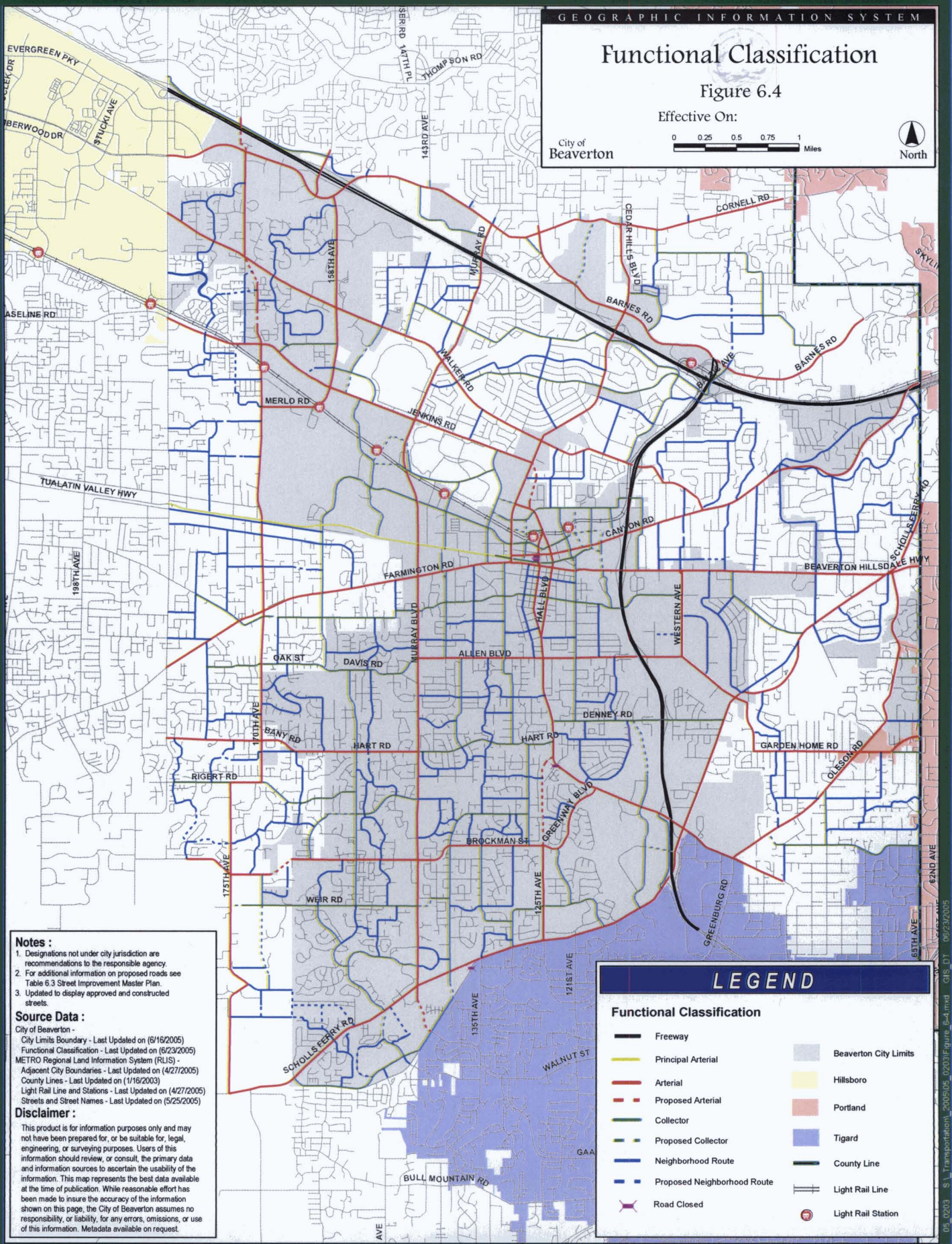
## Functional Classification

Figure 6.4

Effective On:

City of  
Beaverton

0 0.25 0.5 0.75 1 Miles

**Notes:**

1. Designations not under city jurisdiction are recommendations to the responsible agency.
2. For additional information on proposed roads see Table 6.3 Street Improvement Master Plan.
3. Updated to display approved and constructed streets.

**Source Data:**

City of Beaverton -  
City Limits Boundary - Last Updated on (6/16/2005)  
Functional Classification - Last Updated on (6/23/2005)  
METRO Regional Land Information System (RLIS) -  
Adjacent City Boundaries - Last Updated on (4/27/2005)  
County Lines - Last Updated on (1/16/2003)  
Light Rail Line and Stations - Last Updated on (4/27/2005)  
Streets and Street Names - Last Updated on (5/25/2005)

**Disclaimer:**

This product is for information purposes only and may not have been prepared for, or be suitable for, legal, engineering, or surveying purposes. Users of this information should review, or consult, the primary data and information sources to ascertain the usability of the information. This map represents the best data available at the time of publication. While reasonable effort has been made to insure the accuracy of the information shown on this page, the City of Beaverton assumes no responsibility, or liability, for any errors, omissions, or use of this information. Metadata available on request.

**LEGEND****Functional Classification**

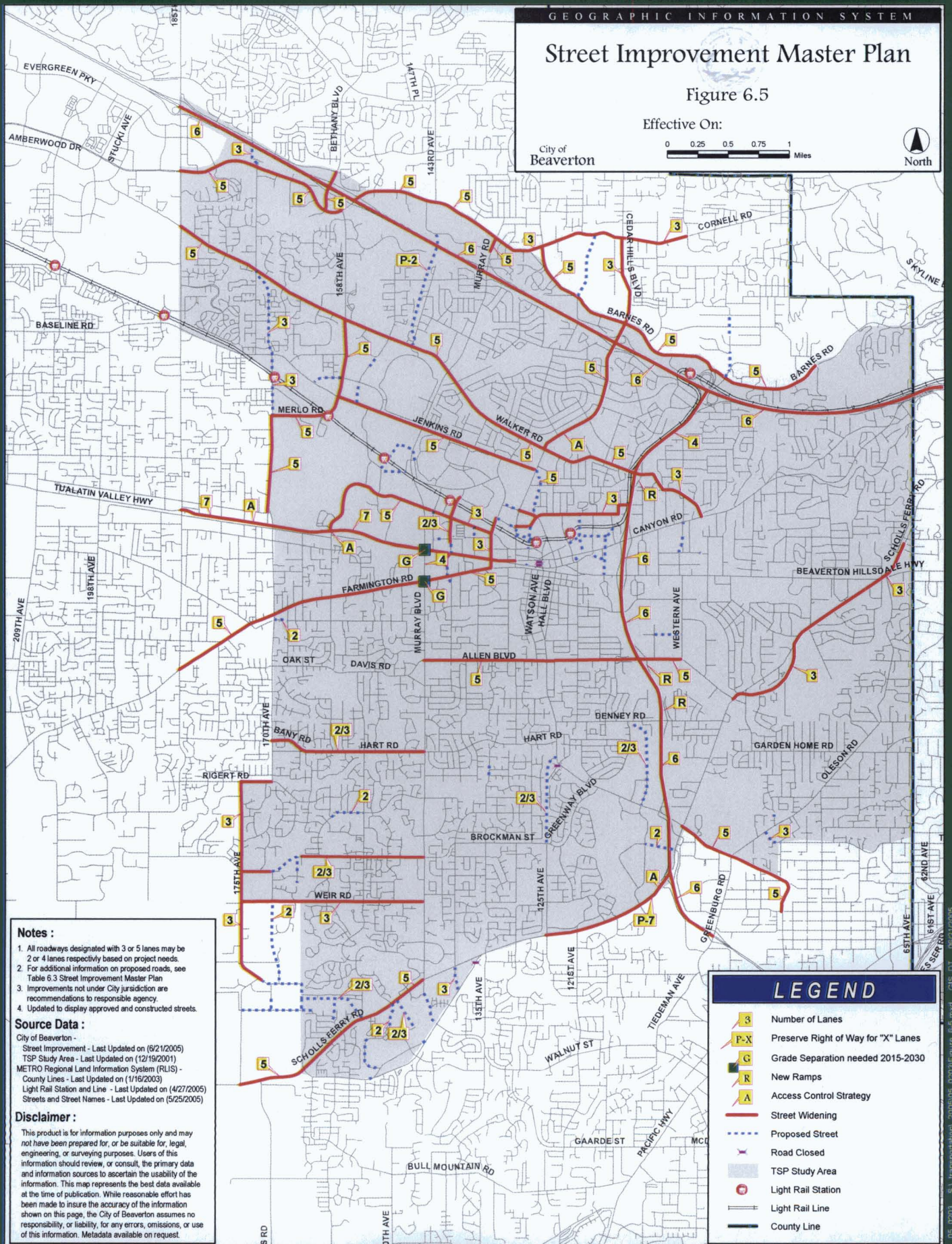
- |                             |                       |
|-----------------------------|-----------------------|
| Freeway                     | Beaverton City Limits |
| Principal Arterial          | Hillsboro             |
| Arterial                    | Portland              |
| Proposed Arterial           | Tigard                |
| Collector                   | County Line           |
| Proposed Collector          | Light Rail Line       |
| Neighborhood Route          | Light Rail Station    |
| Proposed Neighborhood Route |                       |
| Road Closed                 |                       |



## Street Improvement Master Plan

Figure 6.5

Effective On:

City of  
Beaverton0 0.25 0.5 0.75 1  
Miles**Notes :**

1. All roadways designated with 3 or 5 lanes may be 2 or 4 lanes respectively based on project needs.
2. For additional information on proposed roads, see Table 6.3 Street Improvement Master Plan
3. Improvements not under City jurisdiction are recommendations to responsible agency.
4. Updated to display approved and constructed streets.

**Source Data :**

City of Beaverton -  
Street Improvement - Last Updated on (6/21/2005)  
TSP Study Area - Last Updated on (12/19/2001)  
METRO Regional Land Information System (RLIS) -  
County Lines - Last Updated on (1/16/2003)  
Light Rail Station and Line - Last Updated on (4/27/2005)  
Streets and Street Names - Last Updated on (5/25/2005)

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**LEGEND**

- 3 Number of Lanes
- P-X Preserve Right of Way for "X" Lanes
- G Grade Separation needed 2015-2030
- R New Ramps
- A Access Control Strategy
- Street Widening
- - - Proposed Street
- X Road Closed
- TSP Study Area
- Light Rail Station
- Light Rail Line
- County Line



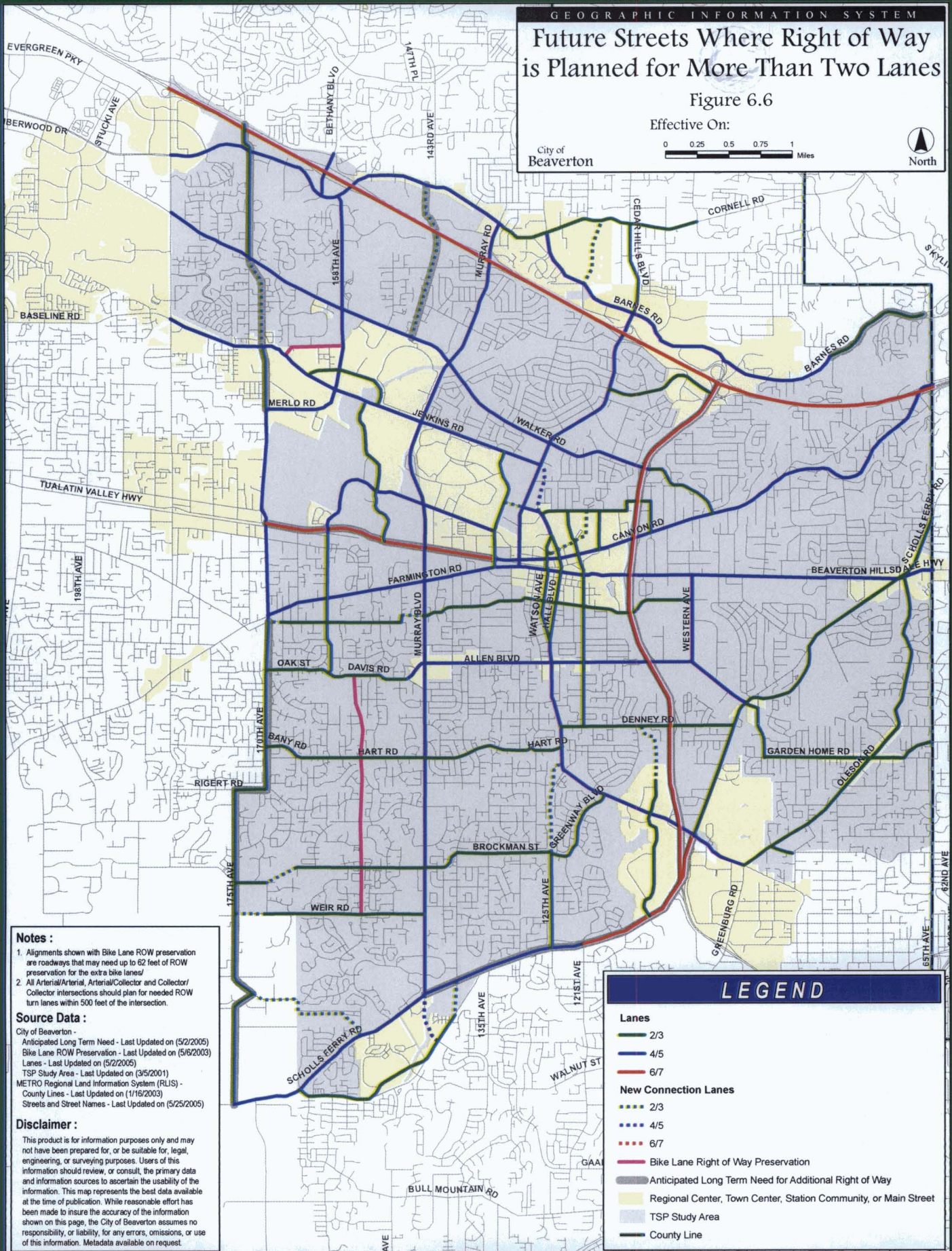
# Future Streets Where Right of Way is Planned for More Than Two Lanes

Figure 6.6

Effective On:

City of  
Beaverton

0 0.25 0.5 0.75 1 Miles



## Notes :

- Alignments shown with Bike Lane ROW preservation are roadways that may need up to 62 feet of ROW preservation for the entire bike lanes!
- All Arterial/Arterial, Arterial/Collector and Collector/Collector intersections should plan for needed ROW turn lanes within 500 feet of the intersection.

## Source Data :

City of Beaverton -  
 Anticipated Long Term Need - Last Updated on (5/2/2005)  
 Bike Lane ROW Preservation - Last Updated on (5/6/2003)  
 Lanes - Last Updated on (5/2/2005)  
 TSP Study Area - Last Updated on (3/5/2001)  
 METRO Regional Land Information System (RLIS) -  
 County Lines - Last Updated on (1/16/2003)  
 Streets and Street Names - Last Updated on (5/25/2005)

## Disclaimer :

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## LEGEND

### Lanes

- 2/3
- 4/5
- 6/7

### New Connection Lanes

- 2/3
- 4/5
- 6/7

Bike Lane Right of Way Preservation

Anticipated Long Term Need for Additional Right of Way

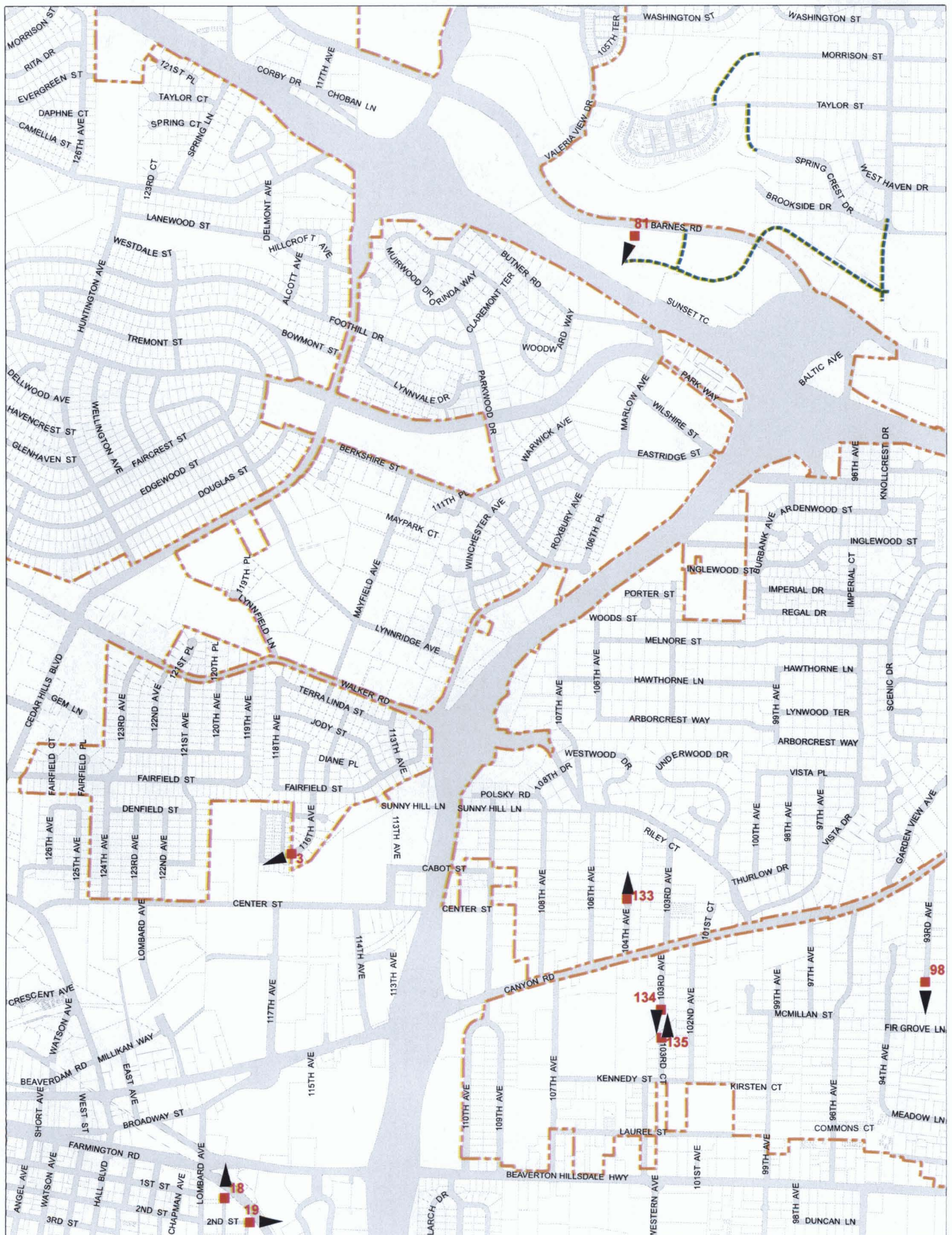
Regional Center, Town Center, Station Community, or Main Street

TSP Study Area

County Line



Figure 6.14





# LOCAL CONNECTIVITY MAP

Updated March 25, 2005

## Legend

- Potential Connection
- ▲ Required - Wash. Co. Street Connection (Source: Wash. Co. Ord. 552)
- Potential - Wash. Co. Street Connection (Source: Wash. Co. Ord. 552)  
(If practical. If not, a Required Accessway)
- Proposed - Wash. Co. Street Connection (Source: Wash. Co. Ord. 552)
- ▲ Potential Connection within Beaverton 2020 TSP Study Area
- 99** Street Stub Location Number

City of  
Beaverton



North

## AGENDA BILL

### Beaverton City Council Beaverton, Oregon

08/01/05

**SUBJECT:** ZMA2005-0003 The Village on Scholls Ferry; An Ordinance Amending Ordinance No. 2050, the Zoning Map, as to a Portion of a Specific Parcel, from Urban Medium Density (R2) to Neighborhood Service (NS) at the Southeastern Corner of SW Scholls Ferry Road and SW Barrows Road

**FOR AGENDA OF:** ~~7-18-05~~ **BILL NO:** 05141

**Mayor's Approval:** *Bob Drake*

**DEPARTMENT OF ORIGIN:** CDD *py*

**DATE SUBMITTED:** 7-5-05

**CLEARANCES:** Devel Serv *[Signature]*  
City Attorney *MA*

**PROCEEDING:** ~~First Reading~~  
Second reading and Passage

**EXHIBITS:** Vicinity Map  
Draft Ordinance  
Zoning Map "Exhibit A"  
Land Use Order No. 1802

### **BUDGET IMPACT**

EXPENDITURE	AMOUNT	APPROPRIATION
REQUIRED \$0	BUDGETED \$0	REQUIRED \$0

### **HISTORICAL PERSPECTIVE:**

On June 22, 2005, the Planning Commission held a public hearing to consider an application to amend Ordinance No. 2050, the Zoning Map, by redesignating a portion of the site located at Washington County Assessor's Map 2S1-05BC tax lot 6900 from Urban Medium Density (R2) to Neighborhood Service (NS).

The Zoning Map Amendment will affect only the eastern portion of tax lot 6900, approximately 65 feet in width the length of the parcel, all of which is Urban Medium Density (R2).

The Planning Commission has recommended approval of the request to rezone the portion of property from Urban Medium Density (R2) to Neighborhood Service (NS) on the Zoning Map.

### **INFORMATION FOR CONSIDERATION:**

The site of the Zoning Map Amendment is generally located on the southeastern side of the intersection of SW Scholls Ferry Road and SW Barrows Road. The property totals approximately 3.15 acres in size; however, the zone change is for approximately 0.9 acres.

Since no City Council hearing is required and no appeal was filed from the Planning Commission's decision, this ordinance making the appropriate change to the Zoning Map is being presented for first reading at this time.

### **RECOMMENDED ACTION:**

~~Conduct First reading.~~  
Second Reading and passage

SS:tr

**Agenda Bill No:** 05141

ORDINANCE NO. 4360

AN ORDINANCE AMENDING ORDINANCE NO. 2050,  
THE ZONING MAP, AS TO A SPECIFIC PARCEL, FROM URBAN MEDIUM DENSITY (R2) TO  
NEIGHBORHOOD SERVICE (NS); ZMA 2005-0003

**WHEREAS**, on June 22, 2005, the Planning Commission conducted a public hearing to consider an application to amend Ordinance No. 2050, the Zoning Map, redesignating a portion of the site located at Washington County Assessor's Map 2S1-05BC Tax Lot 6900 from Urban Medium Density (R2) to Neighborhood Service (NS); and

**WHEREAS**, the Planning Commission received testimony and exhibits and recommended approval of this zone change; and

**WHEREAS**, no appeals were filed with the City; and

**WHEREAS**, the Council adopts as to criteria applicable to this request and findings thereon Development Services Division Staff Report dated June 8, 2005 and Planning Commission Land Use Order No. 1802. Now, therefore,

**THE CITY OF BEAVERTON ORDAINS AS FOLLOWS:**

**Section 1.** Ordinance No. 2050, the Zoning Map, is amended to redesignate approximately 65 feet in width along the eastern property line, a total of approximately 0.9 acres of Tax Lot 6900 Map 2S1-05BC, from Urban Medium Density (R2) to Neighborhood Service (NS).

**Section 2.** The property affected by this ordinance is depicted in the attached map, marked Exhibit "A" and incorporated herein. The property is more specifically described on the records of the Washington County Department of Assessment and Taxation as Tax Lot 6900, on Map 2S1-05BC, Beaverton, Washington County, Oregon.

First reading this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Passed by the Council this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

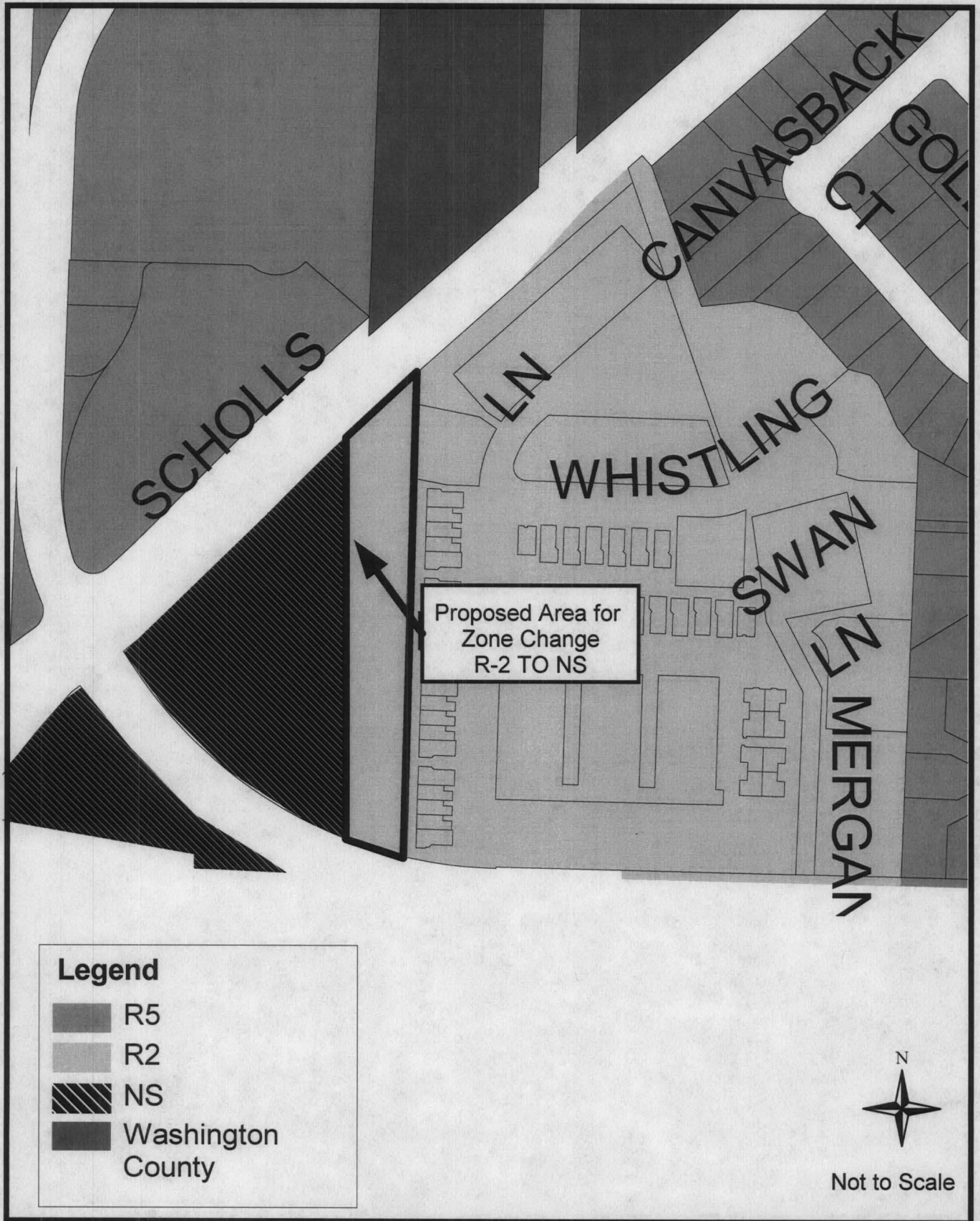
Approved by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

ATTEST:

APPROVED:

\_\_\_\_\_  
SUE NELSON, City Recorder

\_\_\_\_\_  
ROB DRAKE, Mayor



**THE VILLAGE ON SCHOLLS FERRY**  
**ZMA2005-0003**



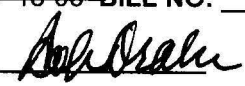
## AGENDA BILL

Beaverton City Council  
Beaverton, Oregon

08/01/05

**SUBJECT:** ZMA2005-0004 Tri-Met ZMA at SW Merlo Road; an Ordinance Amending Ordinance No. 2050, the Zoning Map, as to a Specific Parcel, from Station Community – Employment (SC-E) to Station Community – Mixed Use (SC-MU)

**FOR AGENDA OF:** ~~7-18-05~~ **BILL NO:** 05142

**Mayor's Approval:** 

**DEPARTMENT OF ORIGIN:** CDD 

**DATE SUBMITTED:** 7-5-05

**CLEARANCES:** Devel Serv 

City Attorney 

**PROCEEDING:** ~~First Reading~~  
Second Reading and Passage

**EXHIBITS:** Draft Ordinance  
Zoning Map Exhibit A  
Land Use Order No. 1794

### **BUDGET IMPACT**

EXPENDITURE REQUIRED \$	AMOUNT BUDGETED \$	APPROPRIATION REQUIRED \$
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### **HISTORICAL PERSPECTIVE:**

On June 8, 2005, the Planning Commission held a public hearing to consider an application to amend Ordinance No. 2050, the Zoning Map, by redesignating the site located at 16130 SW Merlo Road from Station Community – Employment (SC-E) to Station Community – Mixed Use (SC-MU).

The zoning map amendment will affect all of Tax Lot 1100 (approximately 4.5 acres) and the northern most part of Tax Lot 900 (approximately 3.5 acres).

The Planning Commission has recommended approval of the request to rezone the property from Station Community – Employment (SC-E) to Station Community – Mixed Use (SC-MU) on the Zoning Map.

### **INFORMATION FOR CONSIDERATION:**

The site of the zoning map amendment is specifically identified as Tax Lots 900 and 1100 on Washington County Assessor's Tax Map 1S1-08BB, which is generally located on the south side of SW Merlo Road east of SW Merlo Court. The property totals approximately 23 acres in size; however, the zone change is for approximately eight (8) acres.

Since no City Council hearing is required and no appeal was filed from the Planning Commission's decision, this ordinance making the appropriate change to the Zoning Map is being presented for first reading at this time.

### **RECOMMENDED ACTION:**

~~Conduct First reading.~~  
Second Reading and Passage

SS:sp

**Agenda Bill No:** 05142

ORDINANCE NO. 4361

AN ORDINANCE AMENDING ORDINANCE NO. 2050,  
THE ZONING MAP, AS TO A SPECIFIC PARCEL, FROM STATION COMMUNITY -  
EMPLOYMENT (SC-E) TO STATION COMMUNITY MIXED-USE (SC-MU)  
ZMA2005-0004

**WHEREAS**, on June 8, 2005, the Planning Commission conducted a public hearing to consider an application to amend Ordinance No. 2050, the Zoning Map, redesignating the site located at 16130 SW Merlo Road from Station Community – Employment (SC-E) to Station Community – Mixed Use (SC-MU); and

**WHEREAS**, the Planning Commission received testimony and exhibits and recommended approval of this zone change; and

**WHEREAS**, no appeals were filed with the City; and

**WHEREAS**, the Council adopts as to criteria applicable to this request and findings thereon Development Services Division Staff Report dated June 1, 2005 and Planning Commission Land Use Order No. 1794. Now, therefore,

**THE CITY OF BEAVERTON ORDAINS AS FOLLOWS:**

**Section 1.** Ordinance No. 2050, the Zoning Map, is amended to redesignate approximately 8 acres, located at 16130 SW Merlo Road from Station Community – Employment (SC-E) to Station Community – Mixed Use (SC-MU).

**Section 2.** The property affected by this ordinance is depicted in the attached map, marked Exhibit “A” and incorporated herein. The property is more specifically described on the records of the Washington County Department of Assessment and Taxation as Tax Lots 900 and 1100 of Washington County Assessor’s Map 1S1-08BB, Beaverton, Washington County, Oregon.

First reading this 18th day of July, 2005.

Passed by the Council this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Approved by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

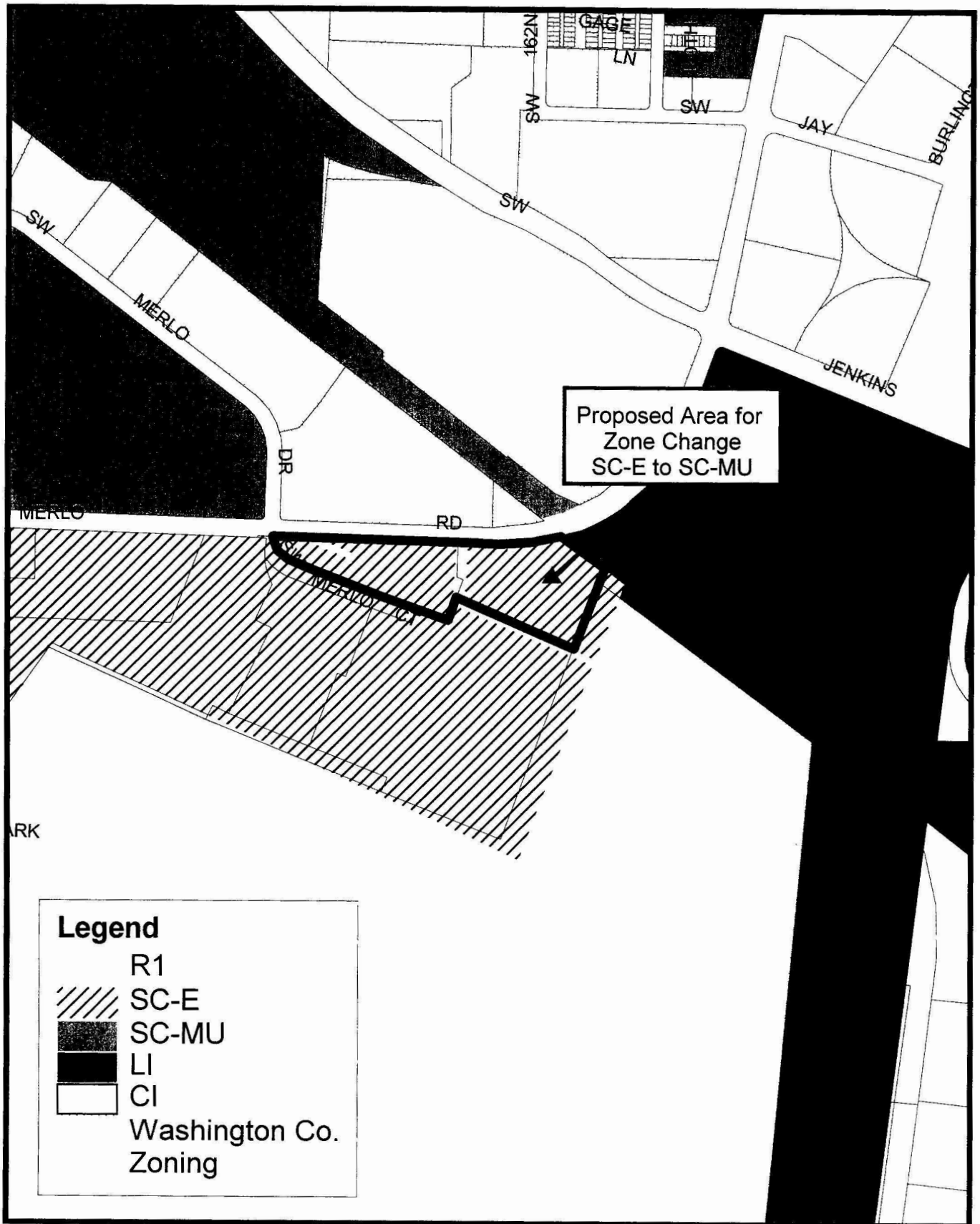
ATTEST:

APPROVED:

\_\_\_\_\_  
SUE NELSON, City Recorder

\_\_\_\_\_  
ROB DRAKE, Mayor





## AGENDA BILL

Beaverton City Council  
Beaverton, Oregon

08/01/05

**SUBJECT:** An Ordinance Relating to The Building  
Code, Adding Beaverton Code Section  
8.02.035 Permits Required

**FOR AGENDA OF:** ~~07-18-05~~ **BILL NO:** 05143

**Mayor's Approval:** 

**DEPARTMENT OF ORIGIN:** CDD 

**DATE SUBMITTED:**

**CLEARANCES:** City Attorney 

**PROCEEDING:** ~~First Reading~~  
Second Reading and Passage

**EXHIBITS:** Ordinance

### **BUDGET IMPACT**

EXPENDITURE	AMOUNT	APPROPRIATION
REQUIRED \$0	BUDGETED \$0	REQUIRED \$0

### **HISTORICAL PERSPECTIVE:**

Beaverton Code Sections 8.02.015 (A) through (G) adopt the State Building Codes as required by Oregon Revised Statutes. Historically, the State Building Code has adopted provisions to require permits for the demolition of buildings, structures, and related appurtenances. The current State Building Code does not include any provision that clearly delineates a requirement for demolition permits.

### **INFORMATION FOR CONSIDERATION:**

Requiring permits for and regulating the demolition of buildings, structures, and related appurtenances, protects the safety, welfare, and livability of the Citizens in the City.

### **RECOMMENDED ACTION:**

~~First Reading~~

Second Reading and Passage

Agenda Bill No: 05143

**ORDINANCE NO. 4362**

**AN ORDINANCE RELATING TO THE BUILDING CODE, ADDING BEAVERTON CODE  
SECTION 8.02.035 PERMITS REQUIRED**

**WHEREAS,** Requiring permits for and regulating the construction, alteration, and demolition of buildings, structures, and related appurtenances, protects the safety, welfare and livability of the citizens in the City; and

**WHEREAS,** The State Building Code does not clearly outline regulations for permitting all the construction, alteration, and demolition of buildings, structures, and related appurtenances within the City, now, therefore;

**THE CITY OF BEAVERTON ORDAINS AS FOLLOWS:**

**Section 1.** BC 8.02.035 is added to read as follows:

8.02.035 Permits Required. Any owner, person, or authorized agent who intends to construct, alter, enlarge, repair, move, demolish, or change the occupancy of any building, structure, appurtenance, or service equipment or cause any such work to be done shall first make application to the building official and obtain the required permit.

First reading this 18<sup>th</sup> day of July, 2005.

Passed by the Council this \_\_\_ day of \_\_\_\_\_, 2005.

Approved by the Mayor this \_\_\_ day of \_\_\_\_\_, 2005.

ATTEST:

APPROVED:

\_\_\_\_\_  
SUE NELSON, City Recorder

\_\_\_\_\_  
ROB DRAKE, Mayor