



Revised - FINAL AGENDA

(*Indicates Items Added)

CITY HALL – SECOND FLOOR CONFERENCE ROOM
4755 SW Griffith Drive
Beaverton, OR 97005

SPECIAL MEETING
November 17, 2005
6:30 P.M. - Following Budget
Committee Meeting

CALL TO ORDER:

ROLL CALL:

CONSENT AGENDA:

- *05215 Authorize Mayor to Sign Intergovernmental Agreement: Wilsonville to Beaverton Commuter Rail Project and Realignment of S.W. Lombard Avenue, Amendment No. 1
- *05216 Authorize Extension of Intergovernmental Agreement with County and Tri-Met for Commuter Rail Stations

PUBLIC HEARING:

- 05199 A Resolution Adopting a Supplemental Budget (#S-06-1) for the Fiscal Year Commencing July 1, 2005, and Making Appropriations Therefrom. (Resolution No. 3838)

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 48 hours advance notice. To request these services, please call 526-2222/voice TDD.

AGENDA BILL

**Beaverton City Council
Beaverton, Oregon**

SUBJECT: Authorize Mayor to Sign Intergovernmental Agreement: Wilsonville to Beaverton Commuter Rail Project and Realignment of S.W. Lombard Avenue, Amendment No. 1

FOR AGENDA OF: 11-17-05 **BILL NO:** 05215

Mayor's Approval: 

DEPARTMENT OF ORIGIN: Engineering 

DATE SUBMITTED: 11/09/05

CLEARANCES: City Attorney 

PROCEEDING: CONSENT AGENDA

- EXHIBITS:**
1. Intergovernmental Agreement
 2. Agenda Bill 03115 (Current IGA)

BUDGET IMPACT

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

In May 2003, Council approved Agenda Bill 03115, attached as Exhibit 2. Pursuant to this Council action, the Mayor signed the Intergovernmental Agreement (IGA) with TriMet and Washington County for the Commuter Rail and S.W. Lombard Avenue realignment project between Farmington Road and Broadway. That IGA was based on a finance plan that included the Lombard realignment as part of the federal commuter rail project. The origin of the realignment of Lombard is the County Major Streets Transportation Improvement Program (MSTIP 3). The MSTIP funds were to be contributed to the federal project under the 2003 plan.

INFORMATION FOR CONSIDERATION:

TriMet's current finance plan for the Commuter Rail Project removes the Lombard realignment from the federal project and restores it to local funding, but retains the key objectives of 1) constructing the two projects as one to minimize community impact and 2) taking advantage of pricing efficiencies with the Commuter Rail contractor. The schedule for TriMet's submittals for federal funding requires that this IGA, as well as others, be updated and conformed to the current construction plan on or before December 1, 2005. The amended IGA attached as Exhibit 1 makes the appropriate changes to the funding arrangements while keeping the efficiencies related to the rail and street construction intact.

RECOMMENDED ACTION:

Authorize the Mayor to sign the intergovernmental agreement (Exhibit 1) on behalf of the City in a form approved by the City Attorney.

**WILSONVILLE TO BEAVERTON COMMUTER RAIL PROJECT: REALIGNMENT OF
S.W. LOMBARD AVENUE INTERGOVERNMENTAL AGREEMENT
AMENDMENT NO. 1**

This Amendment No. 1 is entered into by and between the City of Beaverton, a municipal corporation, acting by and through its City Council, hereinafter referred to as "City", Washington County, Oregon, a political subdivision of the State of Oregon, hereinafter referred to as "County", and the Tri-County Metropolitan Transportation District of Oregon, a mass transit district organized under the laws of the state of Oregon, hereinafter referred to as "TriMet" (jointly referred to herein as "the Parties"), and supersedes and replaces the Wilsonville to Beaverton Commuter Rail Project: Realignment of S.W. Lombard Avenue Intergovernmental Agreement ("Agreement") entered into by and between the Parties on April 23, 2003.

RECITALS

A. In 1996, County and the cities of Beaverton, Tigard, Tualatin, Wilsonville and Sherwood, and TriMet, Metro and the Oregon Department of Transportation ("ODOT") began studying the feasibility of a commuter rail line in a branch rail corridor that parallels I-5 and Oregon Highway 217 between Wilsonville and Beaverton (the "Commuter Rail Project").

B. In September 1999, the County, under the oversight of the Federal Transit Administration ("FTA"), began alternatives analysis and an environmental assessment process required by the National Environmental Policy Act of 1970 ("NEPA"), which has been completed. An extensive public involvement process was undertaken, which resulted in an indication of public and business support for the Commuter Rail Project.

C. In May 2000, the Wilsonville-to-Beaverton Transit Center alignment was selected as the locally preferred alternative, including the rail line along SW Lombard Avenue between SW Farmington Road and the Beaverton Transit Center. This agreement concerns only that portion of the Commuter Rail Project between Farmington Road and the Beaverton Transit Center.

D. Final environmental assessment for the Commuter Rail Project was published on January 23, 2001, followed by a Finding of No Significant Impact ("FONSI") issued by FTA on March 22, 2001 with an addendum issued on April 9, 2001.

E. Through the environmental studies referenced in Recital D above, the Parties determined that it is advantageous to realign S.W. Lombard Avenue, between Broadway and Farmington Road, in conjunction with the Commuter Rail Project. The realignment of S.W. Lombard Avenue includes the construction of new travel lanes, sidewalks, bike lanes, streetlights, landscaping and associated improvements (the "S.W. Lombard Avenue Realignment Project"). The estimated \$117.3 million cost of the Commuter Rail Project does not include funds to design, acquire right-of-way and construct the S.W. Lombard Avenue Realignment Project.

F. The Oregon Legislature approved the local match funding for the Commuter Rail Project in the amount of \$35,342,000 to be disbursed by and through ODOT under certain conditions as provided in 2001 Oregon Laws, Chapter 942.

G. The County and TriMet have entered into a Definitive Grant Agreement, wherein the County pledges to provide \$6.5 million and TriMet pledges to contribute \$10.25 million of Regional Funds and \$1 million in TriMet general funds for the design and construction of the Commuter Rail Project.

H. TriMet has entered into a contract with Stacy & Witbeck, Inc. ("SWI") to provide Construction Management/General Contractor ("CM/GC") services on the Commuter Rail Project (the "TriMet/SWI Contract"). In order to maximize cost efficiencies and minimize construction interferences, the Parties desire for SWI to construct the S.W. Lombard Avenue Realignment Project as part of its duties under the TriMet/SWI Contract, in accordance with the terms and conditions set forth below.

Now, therefore, the premises being in general as stated in the foregoing recitals, it is agreed by and between the Parties hereto as follows:

AGREEMENT

ARTICLE I - DIVISION OF RESPONSIBILITIES

A. COUNTY OBLIGATIONS

1. County shall design, negotiate the purchase of the Wells Fargo Bank property for right of way, and provide construction engineering and survey services for the S.W. Lombard Avenue Realignment Project. Design of the S.W. Lombard Avenue Realignment Project shall be to City of Beaverton "Street standards".

2. County shall reimburse TriMet for cost of construction and CM/GC fee for the scope of work of the S.W. Lombard Avenue Realignment Project to be performed under the TriMet/SWI Contract. The cost of work will be determined by negotiation of a Guaranteed Maximum Price ("GMP") with SWI. Upon County agreement with a GMP and the terms and conditions of the TriMet/SWI Contract as they relate to the S.W. Lombard Avenue Realignment Project, TriMet will issue a change order to the TriMet/SWI Contract to include the S.W. Lombard Avenue Realignment Project. In the event that the County cannot agree to the GMP provided to TriMet by SWI, TriMet agrees to direct SWI to subcontract the S.W. Lombard Avenue Realignment Project scope of work through a competitive bidding process following the Attorney General's Model Rules related to Public Contracts for Construction Services, OAR 137-049-0100, et seq.

3. County shall direct all communications to the CM/GC regarding the construction of the S.W. Lombard Realignment Project through the TriMet Project Manager or TriMet Resident Engineer.

4. County shall reimburse TriMet for any fees or costs paid by TriMet to the City in connection with the S.W. Lombard Avenue Realignment Project, including but not limited to the fee for a land use application and site development permit application for the S.W. Lombard Avenue Realignment Project, with the exception of TriMet obligation in paragraph B.6.

5. County shall cause to be removed and disposed all existing asbestos in buildings acquired for right-of-way for the S.W. Lombard Avenue Realignment Project.

6. County shall convey to TriMet easements necessary to construct the Commuter Rail Project and the S.W. Lombard Avenue Realignment Project between Farmington and Broadway.

7. County shall convey to City for good and valuable non-monetary consideration by statutory warranty deed, marketable and insurable title to the Wells Fargo bank property at the time of acceptance by the City of the S.W. Lombard Avenue Realignment Project.

8. County agrees to reimburse TriMet for the full amount of the final agreed upon GMP. The County acknowledges that TriMet will be responsible for the administration of progress payments to the CM/GC. Any savings realized from the GPM will be reimbursed to the County.

9. RESPONSIBILITY FOR CHANGE ORDERS RELATING TO S.W. LOMBARD AVENUE REALIGNMENT PROJECT:

a. The Parties acknowledge and agree that subsequent to issuance of the initial change order establishing the GMP for the S.W. Lombard Avenue Realignment Project to SWI's scope of work under the TriMet/SWI Contract, SWI may be entitled to receive additional change orders for work performed on the S.W. Lombard Avenue Realignment Project, including change orders resulting from substantiated claims by SWI, or extra work performed at the request of the County. All such change orders shall be issued by TriMet only with prior approval from the County.

b. County shall be responsible for cost increases resulting from County-authorized change orders issued in connection with the S.W. Lombard Avenue Realignment Project, including but not limited to those resulting from design errors, unforeseen site conditions, change in scope directed by the County or force majeure events. TriMet shall be responsible for cost increases resulting from its project management or from changes necessitated by changes to the Commuter Rail Project.

B. TRI-MET OBLIGATIONS

1. TriMet shall submit a land use application and a site development permit application to the City for the Commuter Rail Project and the SW Lombard Avenue Realignment Project. TriMet shall pay City all duly enacted fees City imposes for such applications. The Urban Services IGA, as approved by Washington County and the City of Beaverton and effective December 24, 2002, together with all amendments thereto, is hereby incorporated by reference into this document.

2. Except as provided in Section A.2. above, TriMet shall design and construct the Commuter Rail Project between the railroad mainline and the Beaverton Transit Center.

3. TriMet, with County's input and cooperation, shall solicit a guaranteed maximum price under the TriMet/SWI Contract to construct the S.W. Lombard Avenue Realignment Project. The S.W.Lombard Avenue Realignment Project work shall be covered by separate and distinct pay items in the TriMet/SWI Contract. TriMet shall be solely responsible for compliance with state procurement and public contracting laws and TriMet Contracting Rules and Contract Review Board Rules.

4. TriMet shall provide County with timely and appropriate information concerning potential and/or proposed Change Orders, and shall include the County's designated representative in TriMet's Change Control process for the Project. TriMet shall be responsible for cost increases resulting from project management errors or lack of timely notice to County.

5. TriMet shall utilize 'paved track' construction between Farmington Road and the Beaverton Transit Center, except on the segment north of Hall Creek/Beaverton Creek.

6. TriMet shall reimburse City its actual costs up to \$40,000 for the part time involvement of a City project coordinator based on the employee cost multiplied by 1.84.

7. TriMet shall obtain necessary permits and construct any access changes required by the road authorities.

8. TriMet shall negotiate the purchase of real property as required for Commuter Rail right-of-way from the D&B Tire Service Center and the Holland property. TriMet shall convey such property to the City, for good and valuable non-monetary consideration, by statutory warranty deed, marketable and insurable title at the time of acceptance by the City of the S.W. Lombard Avenue Realignment Project improvements.

9. TriMet shall construct any Betterments, as defined below, that are requested by the City if (a) TriMet receives from the City all required design documents, permits and funding for said Betterments prior to the start of construction of the Commuter Rail Project, and (b) FTA approves said Betterments, if and to the extent that FTA approval is required. Betterments are defined as follows:

For streets, station and urban design elements, a Betterment is:

- a. Station enhancements as shown in the Urban Service Intergovernmental Agreement;
- b. Street lighting, paving, or landscaping beyond that required by existing regulations or practice as determined through the land use permit process.

For utilities, a Betterment is:

- c. Replacing or relocating facilities for purposes of future expansion or relocation and not generally required as part of construction of a street improvement project;
- d. Installing new mains or extending mains beyond the Commuter Rail Project limits above and beyond the degree required to preserve, relocate or to avoid conflicts, to protect, or to allow for future repair by City's storm, sanitary sewer, or water utilities;
- e. Incremental cost of upsizing pipe diameters over what currently exists.

10. Subject to any required FTA approvals and continuing control by TriMet as required by FTA, TriMet shall transfer to the City, for good and valuable non-monetary consideration all Commuter Rail Project right-of-way and remnants in the section between SW Farmington Road and SW Broadway at or before City acceptance of the S.W. Lombard Avenue Realignment Project improvements.

C. CITY OBLIGATIONS

1. By June 1, 2008 or such earlier date that may be required for TriMet to obtain a Full Funding Grant Agreement for the Commuter Rail Project from FTA, City will prepare with TriMet, execute and provide to TriMet a property interest or other instrument acceptable to FTA, which provides TriMet with continuing control of the alignment and real property acquired by TriMet as required by FTA. The form of the property interest or other instrument shall:

a. Grant to TriMet a permanent right to occupy and use the real property over, under and above the public right-of-way and City-owned property shown in Exhibit A for the purpose of construction, operation and maintenance of the Commuter Rail Project; provided, however, in the event TriMet permanently ceases to operate the Commuter Rail Project over any portion of the property shown in Exhibit A, then City may revoke such right as to such portion and require TriMet to restore such portion to a condition that is in substantial conformance with their original intended purpose;

b. Become effective upon notice from TriMet to City of execution of the Full Funding Grant Agreement for the Commuter Rail Project;

c. Be irrevocable except in the event that TriMet permanently ceases to operate the Commuter Rail Project over the any portion of the property shown in Exhibit A as referenced in Section C.1.a above, provided that the use by TriMet shall be subject to City regulations with respect to construction and maintenance within the public right-of-way;

d. Provide that the City shall not take any action that would interfere with TriMet's continuing control of the Commuter Rail Project structures, equipment, or facilities;

e. Contain such other provisions as may be required to comply with FTA requirements; and

f. Provide that such property interest or other instrument shall not be assignable to a private entity.

2. City will provide a part-time project coordinator to the Commuter Rail Project. The project coordinator shall participate in the construction planning and construction administration. All communications from City's Project Coordinator regarding the construction of the Commuter Rail Project shall be directed to TriMet's Resident Engineer.

3. With respect to the S.W. Lombard Avenue Realignment Project, the City shall be responsible for cost increases resulting from change orders regarding project Betterments, including changes due to City's design requirements that occur after construction permit issuance as required by the land use process, changes in scope of work requested and directed by City outside of the land use process, or cost increases resulting from change orders, City acts or omissions that cause contractor claims/delays.

4. City shall invoice TriMet quarterly for the services of the part time project coordinator, in a total amount not to exceed \$40,000.

5. City approval shall be required for all striping and signing of streets for which the City is the road authority.

6. City approval shall be required for all signage and the temporary access routes and traffic control plans for streets in which the City is the road authority, in a manner that is consistent with the approved construction staging plan developed by TriMet.

7. City shall use its best efforts to timely accomplish internal reviews, land use proceedings and decisions associated with the applications described in Section B.1. above.

8. City shall provide TriMet with design and funding for any Betterments as defined in Section B.9 of this Agreement.

9. Upon completion of construction in accordance with approved plans and permits, City shall not unreasonably withhold acceptance of work completed between Farmington Road and the Beaverton Transit Center.

10. City will not be a Party to the acquisition of right-of-way.

D. GENERAL OBLIGATIONS OF THE PARTIES

1. The Parties hereby agree to develop a coordinated community involvement program. Each Party may use its own forces or may contract this work out at its own expense.

2. The Parties acknowledge that the City does not approve of additional gated crossings between Farmington Road and the Beaverton Transit Center other than the existing gated crossing at Farmington and Lombard. The Parties shall use their best efforts to prevent additional gated crossings in that area.

3. Prior to the beginning of passenger service, the Parties shall enter into an Agreement regarding Commuter Rail operations and maintenance responsibilities, including signal interactions, between Farmington Road and the Beaverton Transit Center.

E. PROJECT MANAGERS

1. TriMet hereby appoints the person identified below to act as its Project Manager with regard to this Agreement:

Joe Walsh
TriMet
710 NE Holladay Street
Portland OR 97232

Telephone: (503) 962-2266
Facsimile: (503) 962-2284

TriMet may, from time to time, designate another person to act as the TriMet Project Manager and may specify other contact information for its Project Manager by means of a writing delivered to the County's and City's Project Managers.

2. The City hereby appoints the person identified below to act as its Project Coordinator with regard to this Agreement:

Mark Boguslawski
City of Beaverton – Engineering Department
4755 SW Griffith Drive
Beaverton, OR 97076
Telephone: (503) 350-4025
Facsimile: (503) 350-4052

City may, from time to time, designate another person to act as the City Project Coordinator and may specify other contact information for its Project Coordinator by means of a writing delivered to TriMet's and County's Project Managers.

3. The County hereby appoints the person identified below to act as its Project Manager with regard to this Agreement:

Dan Brown
Washington County – DLUT/CPM
1400 SW Walnut Street, MS 18
Hillsboro, OR 97123
Telephone: (503)-846-7820
Facsimile: (503)-846-7810

County may, from time to time, designate another person to act as the County Project Manager and may specify other contact information for its Project Manager by means of a writing delivered to TriMet's and City's Project Managers.

ARTICLE II - GENERAL PROVISIONS

A. Relationship of the Parties.

Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be an employee, agent or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically

disclaims any such relationship. TriMet's design contractor(s), its CMGC and its construction contractor(s) shall be deemed to be contractors solely to TriMet.

B. Liability

Within the provisions and limits of liability set forth in the Oregon Tort Claims Act, codified at ORS 30.260 through 30.300, each of the Parties shall indemnify and defend the others and their officers, employees, agents, and representatives from and against all claims, demands, penalties, and causes of action of any kind or character arising from this Agreement in favor of any person on account of personal injury, death or damage to property, which arises out of the acts or omissions of the indemnitor, its employees, agents, contractors or representatives.

C. Termination

1. This Agreement may be terminated by mutual agreement of the parties.

2. In addition to the rights afforded under subparagraph 3(A) above, this Agreement may be terminated by a Party as a result of a material breach of an obligation by another Party to this Agreement as provided by law or in equity. Prior to such a termination, the terminating party must provide the Project Managers of the other parties with sixty (60) calendar days written notice of the material breach, including a detailed explanation of the breach during which period the breaching party may cure the material breach ("Cure Period"). If at the end of the Cure Period the breaching party has not cured the default, the terminating party may terminate this Agreement for default.

D. Inspection of Records

Each of the Parties shall have the right to inspect, at any reasonable time, such records in the possession, custody or control of the other Parties as it deems necessary for review of the other Parties' obligations and its rights under this Agreement. The cost of such inspection shall be borne by the inspecting Party.

E. Successors; No Assignment

The benefits conferred by this Agreement, except for the Continuing Control Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors of the Parties. The rights and obligations of each Party under this Agreement may not be assigned in whole or in part without the prior written consent of the other Parties.

F. Choice of Law; Place of Enforcement

This Agreement shall be governed by and construed in accordance with the laws of the state of Oregon. The venue for any litigation relating to interpretation or enforcement of this Agreement shall be Washington County, Oregon.

G. Amendments

This Agreement (including the exhibits hereto) may only be amended by means of a writing signed by an authorized representative of each of the Parties hereto. No amendment to any provision of this Agreement shall be implied from any course of performance, any acquiescence by any Party, any failure of any Party to object to the other Parties' performance or failure to perform, or any failure or delay by any Party to enforce its rights hereunder.

H. Integration

This document, together with the Urban Services IGA, constitutes the entire agreement between the Parties on the subject matter hereof, and supersedes all prior or contemporaneous written or oral understandings, representations or communications of every kind. No course of dealing between the Parties and no usage of trade will be relevant to supplement any term used in this Agreement.

I. Interpretation of Agreement

This Agreement shall not be construed for or against any Party by reason of the authorship or alleged authorship of any provision. The paragraph headings contained in this Agreement are for ease of reference only and shall not be used in constructing or interpreting this Agreement.

J. Severability/Survivability

If any clause, sentence or portion of the terms and conditions of this Agreement becomes illegal, null or void for any reason, the remaining portions will remain in full force and effect to the fullest extent permitted by law. All provisions concerning indemnity survive the termination of this Agreement for any cause.

K. Laws and Regulations

The Parties agree to abide by all applicable laws and regulations in carrying out this Agreement.

L. Waivers

No waiver by any Party of any provision of this Agreement shall be of any force or effect unless in writing. Except as otherwise provided herein, no waiver made by a Party with respect to the performance, or manner or time thereof, or obligation of another Party or any condition inuring to its benefit under this Agreement shall be considered a waiver of

any other rights of the Party making the waiver or a waiver by the other Parties not joining in such waiver, and no such waiver shall be construed to be a continuing waiver.

M. Notice

Any notice or communication under this Agreement shall be deemed received by the addressee on the earliest to occur of:

1. The date such notice is hand-delivered to the notice address of the addressee; or
2. If such notice is transmitted by telecopy or facsimile machine to the fax number of the addressee specified as part of the notice address, then:
 - a. If such notice is transmitted during regular business hours, 8:00 a.m. to 5:00 p.m. Pacific Time, on a mail delivery day, such notice shall be deemed to be delivered on the date it is so transmitted; and
 - b. If such notice is not transmitted during such regular business hours, or is transmitted on a date that is not a mail delivery date, such notice shall be deemed delivered on the next mail delivery day following the date upon which the same was transmitted; or
 - c. If sent to the addressee's notice address through the United States Postal Service, postage prepaid, the third mail delivery day following the date upon which the envelope containing such notice is postmarked.

The notice address of each Party is set forth below:

If to TriMet:	Tri-Met 710 NE Holladay Street Portland OR 97232 Attn: Joe Walsh Telephone: (503) 239-6715 Facsimile: (503) 239-8681	With copy to: TriMet Legal Department 4012 SE 17 th Avenue Portland, OR 97202-3993 Attn: M. Brian Playfair Telephone: (503) 962-3037 Facsimile: (503) 962-3095
If to City:	Tom Ramisch City of Beaverton 4755 SW Griffith Drive Beaverton, OR 97076 Telephone: (503) 526-2570 Facsimile: (503) 350-4052	With copy to: City Attorney City of Beaverton 4755 SW Griffith Drive Beaverton, OR 97076 Telephone: (503) 526-2215 Facsimile: (503) 526-2479
If to County:	Kathy Lehtola Land Use and Transportation 155 North First Avenue Hillsboro, Oregon 97124	With copy to: County Counsel 155 North First Avenue Hillsboro, Oregon 97124 Attn: Dan Olsen

Telephone: (503) 846-8740
Facsimile: (503) 846-3588

Telephone: (503) 846-8747
Facsimile: (503) 846- 8636

Any Party may change the foregoing notice address by giving prior written notice thereof to the other Party at its notice address.

N. Headings

Any titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

O. No Third Party Beneficiaries

The Parties intend that the rights, obligations and covenants in this Agreement shall be exclusively enforceable by the Parties. There are no third party beneficiaries to this Agreement, either express or implied.

P. Mediation

The Parties shall negotiate in good faith to resolve any dispute arising under this Agreement. If the Parties are not able to resolve a dispute within forty-five (45) days after such dispute has arisen, they shall submit the matter to mediation. The mediation shall be conducted in Portland, Oregon, in accordance with such procedures, and on such time schedules as the Parties shall mutually agree. The mediator shall be selected by mutual agreement of the Parties, or if the Parties cannot agree, each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. Mediators' fees shall be shared equally between the Parties. Each Party shall bear its own costs and expenses in connection with the mediation. Each Party shall participate in such mediation in good faith, but nothing in this Agreement shall preclude a Party from exercising its rights as provided by law in the event mediation is unsuccessful. The Parties shall continue in the performance of their respective obligations under this Agreement notwithstanding the dispute. This dispute resolution procedure may be modified by mutual agreement of the Parties.

Q. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and such counterparts shall constitute one and the same instrument.

R. Term

This Agreement shall be effective as of April 23, 2003 and shall remain in effect until terminated in accordance with the provisions hereof.

CITY OF BEAVERTON

By: _____

Approved as to Form:

By: _____
City Attorney

TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT OF
OREGON (TRIMET)

By: _____
General Manager

Approved as to Form:

By: _____
Counsel for TriMet

WASHINGTON COUNTY

By: _____
Date: _____

Approved as to Form:

By: _____
County Counsel



Exhibit A
Wilsonville to Beaverton Commuter Rail Project
Realignment of SW Lombard Avenue
Intergovernmental Agreement

Commuter Rail
Trackway 

AGENDA BILL

**Beaverton City Council
Beaverton, Oregon**

SUBJECT: Authorize Mayor to Sign Intergovernmental Agreement Wilsonville to Beaverton Commuter Rail Project and Realignment of S.W. Lombard Avenue

FOR AGENDA OF: 05-12-03 **BILL NO:** 03115

Mayor's Approval: *Sal Drake*

DEPARTMENT OF ORIGIN: Engineering *JPC*

DATE SUBMITTED: 04-29-03

CLEARANCES: City Attorney *MP*
Transportation *TW*

PROCEEDING: CONSENT AGENDA

EXHIBITS: 1. Intergovernmental Agreement

BUDGET IMPACT

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

The proposed commuter rail line will provide passenger service between Wilsonville and Beaverton primarily using the existing railroad corridor. Approximately 1,400 linear feet of new rail corridor will be constructed generally along Lombard Avenue between Farmington Road and the Beaverton Transit Center. A commuter rail station will be added to the existing Beaverton Transit Center as the only station within the City of Beaverton. Other commuter rail stations between Wilsonville and Beaverton will be located near Washington Square (just south of Scholls Ferry Road) and in Tigard, Tualatin, and Wilsonville. Pursuant to Agenda Bill 02299, dated October 11, 2002, Council authorized the Mayor to sign a related Commuter Rail Intergovernmental Agreement that addressed design elements of the commuter rail station at the Beaverton Transit Center station.

In a definitive agreement between Washington County and TriMet signed earlier this year, effective leadership of the Commuter Rail project was transferred from Washington County to TriMet.

INFORMATION FOR CONSIDERATION:

An intergovernmental agreement (IGA) between Washington County, TriMet, and City of Beaverton is attached as Exhibit 1 to this agenda bill and concerns only that portion of the Commuter Rail Project between Farmington Road and the Beaverton Transit Center. Article 1 of this agreement (IGA pages 2-5) communicates the responsibilities and obligations of the three parties. At this time, the City is requesting no Betterments (as defined in section II.7, IGA page 3); therefore the City anticipates no direct financial obligations in the project's improvements. There are known indirect costs associated with the Commuter Rail project that have already occurred and will continue to occur such as acceleration of utility work in the project area, and City staff time spent prior to the execution of this IGA as well as future staff time that will be spent. TriMet will compensate the City for up to \$40,000

for the part time involvement of a City project coordinator. A civil engineer with the City's Engineering Department is serving as Project Coordinator.

As a part of this IGA, the incorporation of the SW Lombard Avenue realignment project (a Major Streets Transportation Improvement Program (MSTIP 3) project) into the Commuter Rail Project is described. This 450-foot street realignment includes construction of travel lanes, sidewalks, bike lanes, streetlights, and landscaping between Broadway and Farmington Road. The advantage of constructing these separate projects together is to ensure compatibility between the two with the least overall construction cost. The \$3.5 million MSTIP 3 budget for the Lombard Avenue realignment project qualifies as part of the 50-percent local (state, regional, county) match that is required as part of the pending Federal Funding Grant Agreement for the \$123.5 million Commuter Rail project.

RECOMMENDED ACTION:

Authorize the Mayor to sign the intergovernmental agreement (Exhibit 1) on behalf of the City in a form approved by the City Attorney.

WILSONVILLE TO BEAVERTON COMMUTER RAIL PROJECT: REALIGNMENT OF S.W. LOMBARD AVENUE INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (“Agreement”) is entered into by and between the City of Beaverton, Oregon, a political subdivision of the State of Oregon (“City”), Washington County, Oregon, a political subdivision of the State of Oregon (“County”), and the Tri-County Metropolitan Transportation District of Oregon, a mass transit district organized under the laws of the state of Oregon (“TriMet”) (jointly referred to herein as “the Parties”).

RECITALS

A. In 1996, Washington County (County) and the cities of Beaverton, Tigard, Tualatin, Wilsonville and Sherwood, and TriMet, Metro and the Oregon Department of Transportation (“ODOT”) began studying the feasibility of a commuter rail line in a branch rail corridor that parallels I-5 and Oregon Highway 217 between Wilsonville and Beaverton (the “Commuter Rail Project” or the “Project”).

B. In September 1999, the County, under the oversight of the Federal Transit Administration (“FTA”), began alternatives analysis and an environmental assessment process required by the National Environmental Policy Act of 1970 (“NEPA”), which has been completed. An extensive public involvement process was undertaken, which resulted in an indication of public and business support for the Project.

C. In May 2000, the Wilsonville-to-Beaverton Transit Center alignment was selected as the locally preferred alternative, including the rail line along SW Lombard Avenue between SW Farmington Road and the Beaverton Transit Center. This agreement concerns only that portion of the Commuter Rail Project between Farmington Road and the Beaverton Transit Center.

D. Final environmental assessment was published on January 23, 2001, followed by a Finding of No Significant Impact (“FONSI”) issued by FTA on March 22, 2001 with an addendum issued on April 9, 2001.

E. Through the environmental studies referenced in D, the Parties determined that it is advantageous to realign SW Lombard Avenue, between Broadway and Farmington Road, as part of the Commuter Rail Project, including the construction of new travel lanes, sidewalks, bike lanes, streetlights, landscaping and associated improvements. The estimated \$123.5 million cost of the Commuter Rail Project includes funds to design, acquire right-of-way and construct the SW Lombard Street realignment in the section between SW Farmington Road and the Beaverton Transit Center.

F. The Oregon Legislature approved the local match funding for the Project in the amount of \$35,000,000 to be disbursed by and through ODOT under certain conditions as provided in 2001 Oregon Laws, Chapter 942.

G. The County and TriMet have entered into a Definitive Grant Agreement, wherein the County pledges to provide \$16.5 million and TriMet pledges to contribute \$10.25 million for

the design and construction of the Commuter Rail Project, including the design and construction of the SW Lombard Avenue realignment.

ARTICLE I - DIVISION OF RESPONSIBILITIES

I. COUNTY OBLIGATIONS

1. County shall design, negotiate the purchase of right-of-way, and provide construction engineering, survey and construction management services for the portion of the Commuter Rail Project associated with realigning SW Lombard Avenue.
2. County shall design or cause to be designed a SW Lombard Avenue realignment in accordance with City of Beaverton street standards and to a level of detail required to receive from the Commuter Rail contractor a guaranteed maximum price (GMP) contract to construct the realigned SW Lombard Avenue not to exceed \$1,031,940.00.
3. By the later of March 1, 2004 or eleven (11) months after FTA authorization to acquire the right-of-way required for the realignment, the County shall cause to be removed and disposed all existing asbestos in buildings acquired for right-of-way for the realignment.

II. TRI-MET OBLIGATIONS

1. TriMet shall submit a land use application and a site development permit application to the City for the Commuter Rail Project, which includes the realignment of SW Lombard Avenue. TriMet shall pay City all duly enacted fees City imposes for such an application.
2. Except as provided in Section I. (2), TriMet shall design and construct the Commuter Rail Project between the railroad mainline and the Beaverton Transit Center
3. As part of the Commuter Rail Project and subject to FTA approval, if and to the extent necessary:
 - a. TriMet shall purchase the necessary ROW for the realignment of SW Lombard Avenue.
 - b. TriMet shall cause the realignment of SW Lombard Avenue to be constructed at a cost not to exceed \$1,031,940, except as provided in IV.3 and .4 below. City shall be named as additional obligee on the performance and payment bonds that TriMet shall require of the Contractor(s). City and County employees and agents shall be named as additional insureds on the liability insurance that the CMGC submits to TriMet.
4. TriMet shall utilize 'paved track' construction between Farmington Road and the Beaverton Transit Center, except on the segment north of Hall Creek/Beaverton Creek.
5. TriMet shall pay City up to \$40,000 for the part time involvement of a City project coordinator.

6. TriMet shall obtain necessary permits and construct any access changes required by the road authorities.
7. TriMet shall construct any betterments that are requested by the City if (a) TriMet receives from the City all required design documents, permits and funding for said betterments prior to the start of construction of the Commuter Rail Project, and (b) FTA approves said betterments, if and to the extent that FTA approval is required. Betterments are defined as follows:

For streets, station and urban design elements, a Betterment is:

- a. Station enhancements as shown in the Urban Service Intergovernmental Agreement;
- b. Street lighting, paving, or landscaping beyond that required by existing regulations or practice as determined through the land use permit process.

For utilities a Betterment is:

- c. Replacing or relocating facilities for purposes of future expansion or relocation and not generally required as part of construction of a street improvement project;
- d. Installing new mains or extending mains beyond the project limits above and beyond that required to preserve, relocate or to avoid conflicts, to protect, or to allow for future repair by City's storm, sanitary sewer, or water utilities;
- e. Incremental cost of upsizing pipe diameters over what currently exists.

8. Subject to any required FTA approvals and continuing control by TriMet, as required by FTA, TriMet shall transfer for no consideration to the City all Commuter Rail Project right-of-way and remnants in the section between SW Farmington Road and SW Broadway.

III. CITY OBLIGATIONS

1. By June 30, 2003 or such earlier date that may be required for TriMet to obtain Final Design approval from FTA, City will prepare with TriMet, execute and provide to TriMet a "Permit to Encroach Right-of-Way", which provides TriMet with continuing control of the alignment and real property acquired by TriMet, as required by FTA. The "Permit to Encroach Right-of-Way" shall:
 - (a) Grant to TriMet a permanent right to occupy and use the real property over, under and above the public right-of-way and City-owned property shown in Exhibit A for the purpose of construction, operation and maintenance of the Commuter Rail Project; provided, however, in the event TriMet permanently ceases operation of the Commuter Rail Project within City, then City may revoke the Permit to Encroach Right-of-Way and require TriMet to restore the City rights-of-way to a condition that is in substantial conformance with their original intended purpose;

- (b) Become effective upon notice from TriMet to City of execution of the Full Funding Grant Agreement for the Commuter Rail Project;
 - (c) Be irrevocable except in the event that TriMet permanently ceases to operate the Commuter Rail Project within City's jurisdiction, provided that the use by TriMet shall be subject to City regulations with respect to construction and maintenance within the public right-of-way;
 - (d) Provide that the City shall not take any action that would interfere with TriMet's continuing control of the Commuter Rail Project structures, equipment, or facilities;
 - (e) Contain such other provisions as may be required to comply with FTA requirements; and
 - (f) Provide that such Permit shall not be assignable to a private entity.
2. City will provide a part-time project coordinator to the Commuter Rail Project. The project coordinator shall participate in the construction planning and construction administration. All communications from City's Project Coordinator regarding the construction of the Commuter Rail Project shall be directed to TriMet's Resident Engineer (RE).
 3. City shall invoice TriMet quarterly for the services of the part time project coordinator, in a total amount not to exceed \$40,000.
 4. City approval shall be required for all striping and signing of streets for which the City is the road authority
 5. City approval shall be required for all signage and the temporary access routes and traffic control plans for streets in which the City is the road authority, in a manner that is consistent with the approved construction staging plan developed by TriMet.
 6. City shall use its best efforts to timely accomplish internal reviews, land use proceedings and decisions associated with the application described in Section II (1) above.
 7. City shall provide TriMet with design and funding for any betterments as defined in Section II. (7).
 8. Upon completion of construction in accordance with approved plans and permits, City shall not unreasonably withhold acceptance of work completed between Farmington Road and the Beaverton Transit Center.
 9. City will not be a Party to the acquisition of right-of-way.

IV. RESPONSIBILITY FOR CHANGE ORDERS RELATING TO THE REALIGNMENT OF S.W. LOMBARD AVENUE

1. The Parties agree that TriMet's contractor may be entitled to Change Orders, including Change Orders resulting from claims by the contractor, adjusting milestone dates or prices for completion of the realignment of SW Lombard Avenue work. All such change Orders shall be issued by TriMet.
2. TriMet shall be responsible for cost increases resulting from Change Orders regarding the realignment of SW Lombard Avenue due to federal requirements, TriMet's construction management errors or indecision, force majeure events, or commuter rail caused changes.
3. County shall be responsible for cost increases resulting from Change Orders regarding the realignment of SW Lombard Avenue due to County's design errors, unforeseen site conditions, change in scope of work directed by County, or County acts or omissions that cause contractor claims/delays.
4. City shall be responsible for cost increases resulting from Change Orders regarding project betterments, including changes due to City's design errors, changes in scope of work directed by City, or cost increases resulting from Change Orders, City acts or omissions that cause contractor claims/delays.

V. GENERAL OBLIGATIONS OF THE PARTIES

1. The Parties hereby agree to develop a coordinated community involvement program. Each Party may use its own forces or may contract this work out at its own expense.
2. The Parties acknowledge that the City does not approve of additional gated crossings between Farmington Road and the Beaverton Transit Center other than the existing gated crossing at Farmington and Lombard. The Parties shall use their best efforts to prevent additional gated crossings in that area.
3. Prior to the beginning of passenger service, the Parties shall enter into an Agreement regarding Commuter Rail operations and maintenance responsibilities, including signal interactions, between Farmington Road and the Beaverton Transit Center.

PROJECT MANAGERS

A. TriMet

TriMet hereby appoints the person identified below to act as its Project Manager with regard to this Agreement:

Joe Walsh
710 NE Holladay Street
Portland OR 97232
Telephone (503) 962-2266
Facsimile (503) 962-2284

TriMet may, from time to time, designate another person to act as the TriMet Project Manager and may specify other contact information for its Project Manager by means of a writing delivered to the County's and City's Project Managers.

B. City

The City hereby appoints the person identified below to act as its Project Coordinator with regard to this Agreement:

Mark Boguslawski
City of Beaverton
4755 SW Griffith Drive
Beaverton, OR 97076
Telephone (503) 350-4025
Facsimile (503) 350-4052

City may, from time to time, designate another person to act as the City Project Manager and may specify other contact information for its Project Manager by means of a writing delivered to TriMet's and County's Project Managers.

C. County

The County hereby appoints the person identified below to act as its Project Manager with regard to this Agreement:

Jerry Parmenter
1400 SW Walnut Street, Suite 18
Hillsboro, OR 97123
Telephone (503)-846-7820
Facsimile (503)-846-7810

County may, from time to time, designate another person to act as the County Project Manager and may specify other contact information for its Project Manager by means of a writing delivered to TriMet's and City's Project Managers.

ARTICLE II - GENERAL PROVISIONS

1. Relationship of the Parties

Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be an employee, agent or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship. TriMet's design contractor(s), its CMGC and its construction contractor(s) shall be deemed to be contractors solely to TriMet.

2. Liability

Within the provisions and limits of liability set forth in the Oregon Tort Claims Act, codified at ORS 30.260 through 30.300, each of the Parties shall indemnify and defend the others and their officers, employees, agents, and representatives from and against all claims, demands, penalties, and causes of action of any kind or character arising from this Agreement in favor of any person on account of personal injury, death or damage to property, which arises out of the acts or omissions of the indemnitor, its employees, agents, contractors or representatives.

3. Termination

- A. This Agreement may be terminated by mutual agreement of the parties.
- B. In addition to the rights afforded under subparagraph 3(A) above, this Agreement may be terminated by a Party as a result of a material breach of an obligation by another Party to this Agreement as provided by law or in equity. Prior to such a termination, the terminating party must provide the Project Managers of the other parties with sixty (60) calendar days written notice of the material breach, including a detailed explanation of the breach during which period the breaching party may cure the material breach ("Cure Period"). If at the end of the Cure Period the breaching party has not cured the default, the terminating party may terminate this Agreement for default.

4. Inspection of Records

Each of the Parties shall have the right to inspect, at any reasonable time, such records in the possession, custody or control of the other Parties as it deems necessary for review of the other Parties' obligations and its rights under this Agreement. The cost of such inspection shall be borne by the inspecting Party.

5. Successors; No Assignment

The benefits conferred by this Agreement, except for the Continuing Control Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors of the Parties. The rights and obligations of each Party under this Agreement may not be assigned in whole or in part without the prior written consent of the other Parties.

6. Choice of Law; Place of Enforcement

This Agreement shall be governed by and construed in accordance with the laws of the state of Oregon. The venue for any litigation relating to interpretation or enforcement of this Agreement shall be Washington County, Oregon.

7. Amendments

This Agreement (including the exhibits hereto) may only be amended by means of a writing signed by an authorized representative of each of the Parties hereto. No amendment to any provision of this Agreement shall be implied from any course of performance, any acquiescence by any Party, any failure of any Party to object to the other Parties' performance or failure to perform, or any failure or delay by any Party to enforce its rights hereunder.

8. Integration

This document, together with the Urban Services IGA, constitutes the entire agreement between the parties on the subject matter hereof, and supersedes all prior or contemporaneous written or oral understandings, representations or communications of every kind. No course of dealing between the parties and no usage of trade will be relevant to supplement any term used in this Agreement.

9. Interpretation of Agreement

This Agreement shall not be construed for or against any Party by reason of the authorship or alleged authorship of any provision. The paragraph headings contained in this Agreement are for ease of reference only and shall not be used in constructing or interpreting this Agreement.

10. Severability/Survivability

If any clause, sentence or portion of the terms and conditions of this Agreement becomes illegal, null or void for any reason, the remaining portions will remain in full force and effect to the fullest extent permitted by law. All provisions concerning indemnity survive the termination of this Agreement for any cause.

11. Laws and Regulations

The Parties agree to abide by all applicable laws and regulations in carrying out this Agreement.

12. Waivers

No waiver by any Party of any provision of this Agreement shall be of any force or effect unless in writing. Except as otherwise provided herein, no waiver made by a Party with respect to the performance, or manner or time thereof, or obligation of another Party or any condition inuring to its benefit under this Agreement shall be considered a waiver of any other rights of the Party making the waiver or a waiver by the other Parties not joining in such waiver, and no such waiver shall be construed to be a continuing waiver.

13. Notice

Any notice or communication under this Agreement shall be deemed received by the addressee on the earliest to occur of:

- (a) The date such notice is hand-delivered to the notice address of the addressee; or
- (b) If such notice is transmitted by telecopy or facsimile machine to the fax number of the addressee specified as part of the notice address, then:
 - (i) If such notice is transmitted during regular business hours, 8:00 a.m. to 5:00 p.m. Pacific Time, on a mail delivery day, such notice shall be deemed to be delivered on the date it is so transmitted; and
 - (ii) If such notice is not transmitted during such regular business hours, or is transmitted on a date that is not a mail delivery date, such notice shall be deemed delivered on the next mail delivery day following the date upon which the same was transmitted; or
- (c) If sent to the addressee's notice address through the United States Postal Service, postage prepaid, the third mail delivery day following the date upon which the envelope containing such notice is postmarked.

The notice address of each Party is set forth below:

If to TriMet:	Tri-County Metropolitan Transportation District 710 NE Holladay Street Portland OR 97232 Attn: Joe Walsh Telephone: (503) 239-6715 Facsimile: (503) 239-8681	With copy to:	TriMet Legal Department 4012 SE 17 th Avenue Portland, OR 97202-3993 Attn: M. Brian Playfair Telephone: (503) 962-3037 Facsimile: (503) 962-3095
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If to City:	Tom Ramisch City of Beaverton 4755 SW Griffith Drive Beaverton, OR 97076 Telephone: (503) 526-2570 Facsimile: (503) 350-4052	With copy to:	City Attorney City of Beaverton 4755 SW Griffith Drive Beaverton, OR 97076 Telephone: (503) 526-2215 Facsimile: (503) 526-2479
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If to County:	Kathy Lehtola Land Use and Transportation 155 North First Avenue Hillsboro, Oregon 97124 Telephone: (503) 846-8740 Facsimile: (503) 846-3588	With copy to:	County Counsel 155 North First Avenue Hillsboro, Oregon 97124 Attn: Dan Olsen Telephone: (503) 846-8747 Facsimile: (503) 846- 8636
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Any Party may change the foregoing notice address by giving prior written notice thereof to the other Party at its notice address.

14. Headings

Any titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

15. No Third Party Beneficiaries

The Parties intend that the rights, obligations and covenants in this Agreement shall be exclusively enforceable by the Parties. There are no third party beneficiaries to this Agreement, either express or implied.

16. Mediation

In the event a dispute arises under this Agreement that is not resolved by mutual agreement, the Parties agree to mediate such dispute. The mediation shall be conducted in Portland, Oregon, in accordance with such procedures, and on such time schedules as the Parties shall mutually agree. The mediator shall be selected by mutual agreement of the Parties, or if the Parties cannot agree, each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. Mediators' fees shall be shared equally between the Parties. Each Party shall bear its own costs and expenses in connection with the mediation. Each Party shall participate in such mediation in good faith, but nothing in this Agreement shall preclude a Party from exercising its rights as provided by law in the event mediation is unsuccessful.

17. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and such counterparts shall constitute one and the same instrument.

18. Term

This Agreement shall take effect on the date of execution by County and remain in effect until terminated in accordance with the provisions hereof.

CITY OF BEAVERTON

By: _____

Approved as to Form:

By: _____
City Attorney

WASHINGTON COUNTY

By: _____

Date: _____

TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT
OF OREGON (TRIMET)

By: _____
General Manager

Approved as to Form:

By: _____
Counsel for TriMet

Approved as to Form:

By: _____
County Counsel



Commuter Rail
Trackway 

Exhibit A
Wilsonville to Beaverton Commuter Rail Project
Realignment of SW Lombard Avenue
Intergovernmental Agreement

AGENDA BILL

**Beaverton City Council
Beaverton, Oregon**

SUBJECT: Authorize Extension of Intergovernmental Agreement with County and TriMet for Commuter Rail Stations.

FOR AGENDA OF: 11/17/05 **BILL NO:** 05216

Mayor's Approval: 

DEPARTMENT OF ORIGIN: City Attorney's 

DATE SUBMITTED: 11/09/05

CLEARANCES: Engineering 

PROCEEDING: Consent

EXHIBITS: Intergovernmental Agreement

BUDGET IMPACT

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

The Council on October 21, 2002 first authorized this agreement; it delineates the level of station improvements to be built with county and federal funds for the length of this project. The agreement sets out the type of "betterments" that any city may cause to be constructed at the city's own expense. The base level of improvements at each station require no city financial participation.

INFORMATION FOR CONSIDERATION:

The agreement nominally expires on December 24, 2005 and provides for a two year extension by mutual consent of the parties, which we anticipate. As the agreement originally required Council approval this extension also is submitted for Council's approval.

RECOMMENDED ACTION:

Authorize Mayor to sign agreement for extended term.

URBAN SERVICES INTERGOVERNMENTAL AGREEMENT

BETWEEN

**THE CITY OF TIGARD, THE CITY OF TUALATIN, THE CITY OF BEAVERTON,
THE CITY OF WILSONVILLE AND WASHINGTON COUNTY, OREGON**

RECITALS

1. This intergovernmental agreement, hereinafter Agreement, is entered into on the last date shown on the signature pages by City of Tigard, the City of Tualatin, the City of Beaverton and the City of Wilsonville, hereinafter "Cities," and Washington County, hereinafter "County," all political subdivisions of the State of Oregon; and
2. ORS 190.007 provides for the furthering of economy and efficiency in local government by intergovernmental cooperation.
3. The parties desire to enter into this Agreement for the purpose of allowing better coordination and design consistency between the Cities and the County in response to the design of station areas for the Washington County - Wilsonville to Beaverton Commuter Rail Project, hereinafter "Project".
4. The Project is defined in the Washington County Commuter Rail Preliminary Engineering documents prepared by URS Consultants and dated February 2002.
5. The Project includes physical improvements to be located in each of the Cities that will require local land use review and permitting. The Project will be more specifically defined during the final engineering and design phase.
6. Cities and County coordinated during the preliminary engineering and design phase of the Project to reach a consensus on the fundamental design features of the physical improvements of the Project. This consensus represents a common understanding between the Cities and County of the Project improvements to be constructed in the Cities and any potential impacts associated with the Project.
7. The parties have unanimously endorsed the Wilsonville to Beaverton Commuter Rail Project based on the anticipated benefits to the transportation system and support the final design and engineering efforts that will lead to construction of the project. The Wilsonville to Beaverton Commuter Rail Project is recognized and included in the Transportation System Plan of each City.
8. It would be to the benefit of the Cities and the County to coordinate planning and permit review for the development of the Project to insure that the Project provides similar station area improvements in each of the Cities based on a consistent set of Project design expectations.

9. It would be to the benefit of the Project to coordinate planning and permit review for the development of the Project to insure that extraordinary expenses do not result from the local review process that could impact the financial feasibility of the Project.

THE CITIES OF TUALATIN, TIGARD, BEAVERTON, WILSONVILLE, AND WASHINGTON COUNTY AGREE AS FOLLOWS:

I. AREA AFFECTED BY THIS AGREEMENT

The area affected by this Agreement is the Project property subject to local land use review and permitting by the Cities that is generally described as the Commuter Rail station areas, including station platforms, park-and-ride lots, operating base and related facilities. This property will be further defined as a result of the final engineering and design effort for the Project.

II. PROJECT DEVELOPMENT PRINCIPLES

- a. Insofar as practical, Cities shall be treated equally in terms of type and design of station area Project improvements within each of the Cities' jurisdictional boundaries. Station area Project improvements shall be consistent with a common set of design guidelines (as shown in Exhibit A) for station areas established by the Project. Project improvements may recognize design variations included in local design guidelines or standards. However, any incremental cost attributable to physical improvements or modifications that is greater than the cost in the design guidelines (Exhibit A), or as agreed to through the process set forth in III c. will be the financial responsibility of the permitting city.
- b. A Memorandum of Understanding (MOU) between the Commuter Rail Project Manager and the city designee will be prepared outlining the details for costs, construction, roles and responsibilities for station area and any off-site improvements. This MOU will be prepared and agreed to prior to filing a formal land use application with the applicable city.
- c. Efforts shall be made through coordination between the Cities and County to protect the Project from extraordinary expenses resulting from local land use reviews and approvals that may impact the financial feasibility of the Project.

III. DEVELOPMENT PROCESS

- a. County or its designee will be the applicant for all necessary land use applications for submittal to each City. The applicant shall pay all required application fees or as otherwise agreed.
- b. Land use applications submitted to each of the Cities will reflect the Project improvements based on the common understanding of the station area Project design and impacts shown in Exhibit A and including any variations or enhancements agreed to by the City and the Project. A Pre-Application Conference will be held with the particular permitting city prior to application submittal to review the project design and formalize this common understanding of Commuter Rail facility design within each City. The Pre-Application Conference will also identify permit

requirements and an estimated schedule for review of land use applications. During the local project review process, the City in which the application is being processed will assign a staff liaison to the Commuter Rail project who will act as the primary point of contact between that City and the permit applicant.

- c. During City's review of land use applications, design issues and/or impacts that extend beyond the Station Area Project Design Guidelines shall be immediately brought to the attention of the County or its designee. County or its designee and City shall meet to evaluate the effects of the City-initiated design changes on the design and financial feasibility of the Project. If design changes can be made that are consistent with the design guidelines of Exhibit A and the Project Development Principles (Section II) of this agreement, such changes shall be incorporated into the Project design and land use application.
- d. If a determination of consistency with the Exhibit A cannot be reached, the provisions of the Dispute Resolution section (Section IV) of this Agreement shall be followed.

IV. DISPUTE RESOLUTION

In case of a dispute over the provisions of this Agreement, the one or more Cities and County staff for each entity will immediately refer the dispute to the respective City Manager or Mayor and the County Administrator for resolution. If the City Manager or Mayor and the County Administrator cannot resolve the dispute within 30 days, it shall be forwarded to the Commuter Rail Steering Committee for resolution (the Commuter Rail Steering Committee is composed of elected representatives from the four cities, Washington County and the Tri-Met General Manager). If the Commuter Rail Steering Committee is unable to resolve the dispute within 30 days, the dispute shall be subject to binding arbitration under ORS 190.710-190.800 except that the parties can each select an arbitrator and those arbitrators shall select a third arbitrator. The third arbitrator shall hear the matter. Any decision resulting from this dispute resolution process shall not be a land use decision but may be incorporated into a final land-use decision by the City. The cost of the arbitrator shall be borne equally by the parties to the dispute. Each party shall be solely responsible for its cost of legal representation, if any.

V. NOTICE OF APPLICATIONS

Cities shall give notice to County or its designee of all claims, land use applications, hearings, decisions and any appeals of those decisions made under the authority of this Agreement. County or its designee shall forward to other signatories to this agreement copies of all claims, land use applications, hearings, decisions and any appeals of those decisions made under authority of this Agreement.

VI. TERM OF AGREEMENT

This Agreement shall be effective upon final signature and shall remain in effect for three (3) years. The Agreement may be extended for a subsequent two (2) year term upon mutual agreement of the parties. This Agreement may be terminated by any party upon ninety (90) days written notice to the other parties.

VII. COMPLIANCE WITH LAWS

Each party shall comply with all applicable federal, state and local ordinances, statutes, and regulations that are applicable to the services provided under this Agreement.

VIII. DEBT LIMITATION

This Agreement is expressly subject to the debt limitation of Oregon Counties as set forth in Article XI, Section 10 of the Oregon Constitution and is contingent upon funds being appropriated therefor.

IX. HOLD HARMLESS

Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.

X. ASSIGNMENT

Each of the parties understand that the County shall have the right to assign this Agreement without the Cities consent to an entity that designs, constructs, and/or operates passenger rail service in this corridor.

XI. MODIFICATION

Modifications to this Agreement are valid only if made in writing and signed by all parties. This writing is intended as the final expression of the agreement between the parties with respect to the terms and as a complete and exclusive statement of the terms of the Agreement.

In WITNESS THEREOF, the parties have executed this Intergovernmental Agreement on the date set below their signatures.

WASHINGTON COUNTY, OREGON

CITY OF BEAVERTON, OREGON

By: John Luper
Tom Brian, Chair
Washington County
Board of Commissioners

By: Rob Drake
Rob Drake, Mayor
City of Beaverton

Date: 12-24-02

Date: 10/25/02

Approved as to form:
Barbara Heitmanek
County Counsel

Approved as to form:
WMSU
City Attorney

APPROVED WASHINGTON COUNTY BOARD OF COMMISSIONERS
MINUTE ORDER # 02-387
DATE 11/26/02
BY Barbara Heitmanek
CLERK OF THE BOARD



DRAFT

**Exhibit A
to Commuter Rail
Intergovernmental Agreement**



**Washington County
Commuter Rail
Station Design Scope**

September 2002



TRI MET

Table of Contents



Project Summary	1
Project Scope	2
Introduction	3
Objectives	4
Station Elements	
Platforms, Tactile Pavers & Track Crossings.....	5-6
Shelters	7
Lights, Signs & Ticket Machines	8
Station Amenities	
Paving & Railings	9
Benches, Phones, Trash Receptacles, Tree Grates & Bike Racks	10
Public Art	11
Station Enhancements	12
Conceptual Station Plans	
Beaverton TC	13
Scholls Ferry Rd./Washington Sq.	13
Tigard TC	14
Tualatin	15
Wilsonville	15

Project Summary



Trinity Railway Express
Dallas/Ft. Worth, Texas

Project Description

The Commuter Rail project will serve critical public mobility needs in the eastern Washington County transit corridor through joint use of freight rail lines to move commuters through this fast growing area.

The Commuter Rail project:

- links with the MAX Blue Line to connect riders with Hillsboro, Portland, Gresham and the Portland Airport
- runs 14.7 miles from Wilsonville to Beaverton along an existing railroad corridor
- links five eastern Washington County regional and town centers
- includes park & ride facilities at four of the five stations at Washington Square, Tigard, Tualatin and Wilsonville
- will operate weekdays during rush hours
- has an estimated daily ridership of 4,650 in 2020

Project Cost

Total capital cost for the Commuter Rail project is estimated at \$120 million (year-of-expenditure dollars). Federal, state and local funding will cover construction costs. Local cities and Washington County have committed \$25 million in local funds. The 2001 Legislature committed \$35 million in state lottery bond proceeds for the project. A request for federal authorization and funding for the balance is underway.

Background and Project Status

In 1996, Washington County, the cities of Beaverton, Tigard, Tualatin, Wilsonville and Sherwood; TriMet; Metro; and ODOT began studying the feasibility of commuter rail along a branch freight rail line that parallels Interstate 5 and Highway 217 between Wilsonville and Beaverton. In 1999, the county and the Federal Transit Administration (FTA) began alternatives analysis and an environmental assessment. Both processes have been successfully concluded, and the project is now seeking federal approval to begin final design.

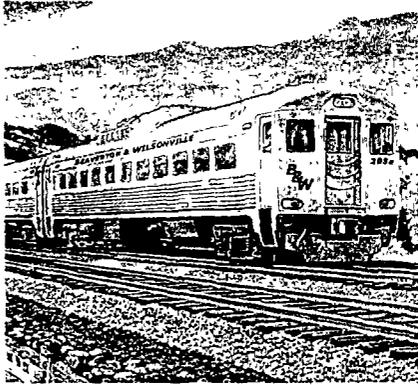
Benefits

- Of the 4,650 average daily weekday riders (in 2020), 2,350 would be new to transit.
- Commuter rail travel time of 26 minutes between Beaverton and Wilsonville is 35-50 percent less than equivalent auto travel.
- Capital cost of \$8.2 million per mile is significantly less than an alternative limited-access highway.
- Project is consistent with local, regional and state plans.

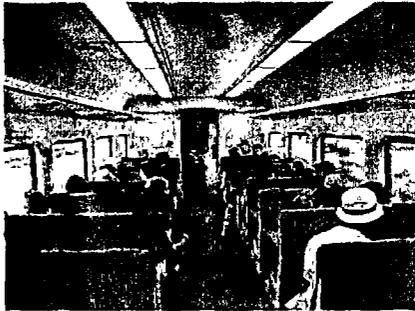


Washington County commuter rail corridor

Project Scope



Rail Diesel Car (RDC)



RDC Interior-Trinity Railway Express
Dallas/Ft. Worth, Texas



Aero DMU-Colorado Rail Car



M-7 commuter rail vehicle-Long Island Railroad
Bombardier Transportation

Commuter Rail Service

In most settings, commuter rail is a transit service that predominantly serves work commute trips over longer distances than light rail (e.g., MAX). Trains typically run during both the morning and afternoon rush hours; some commuter rail agencies also offer mid-day trains. Commuter rail stations are typically further apart than light rail stations; station spacing on the Washington County line ranges from 3-5 miles.

Washington County and TriMet are planning for weekday commuter rail service for 3.5 hours in both the mornings and afternoons.

Commuter Rail Vehicles

Most new commuter rail systems in North America use diesel-electric-powered locomotives hauling 3-6 passenger coaches in order to carry many passengers over long distances. For commuter corridors with shorter distances between stations and smaller passenger loads, self-propelled train cars like the Rail Diesel Car (RDC), used by the Trinity Railway Express in Dallas/Ft. Worth, are more economical.

Since the Washington County commuter trains will be operating on an active freight railroad, the passenger vehicles must comply with safety standards set by the Federal Railroad Administration (FRA). No FRA-compliant vehicles have been manufactured since the 1950s. Recently a new car developed by Colorado Rail Car has met the FRA standards and remains in development. Another possible self-propelled rail car is being developed by Bombardier Transportation.

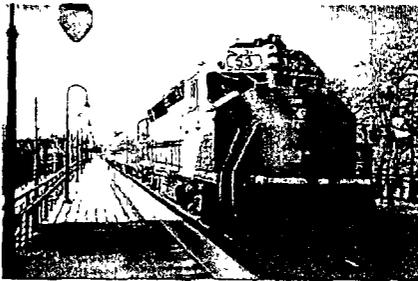
Commuter Rail Facilities

Commuter rail station facilities across North America vary widely in size and amenity levels. Some stations have operated continuously as central railroad stations for decades. Other stations, in part because of the limited peak-hours service, are fairly utilitarian.

Introduction



MAX Red Line-Portland Airport



Station platform-MARC commuter rail
Dorsey, Maryland

Purpose

This document will provide project partners a means of establishing the objectives and expectations of station design for the Washington County Commuter Rail Project.

This document will help:

- outline the objectives of station design for the project
- present background information and design examples from other projects in the region and other commuter rail systems
- clarify station design options and station elements within the project's baseline budget
- outline opportunities for TriMet's public art program to help station communities strengthen their identity using standard and unique project materials
- introduce possible enhancements that, while beyond the scope of the project, may be funded locally by station communities

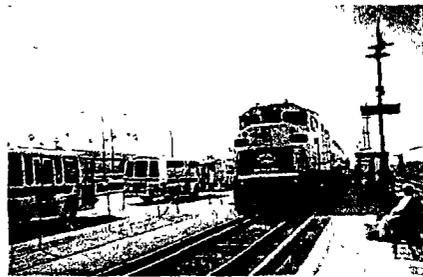
This document also serves as Exhibit A to the Intergovernmental Agreement (IGA) that the project partners have implemented to describe the physical improvements within each jurisdiction and to provide the basis for a common set of design guidelines to be followed during Project construction.

These design guidelines, when used in conjunction with the preliminary engineering documents, ensure that the Project will provide similar improvements in each of the Cities based on a consistent set of Project design expectations. The IGA also notes that physical improvements or modifications beyond those set forth in these design guidelines or agreed to design variations will be the financially responsibility of the sponsoring city or agency.

Design Objectives



Station platform-Trinity Railway Express
Dallas/Ft. Worth, Texas



Station platform and adjacent buses-Metrolink
Southern California

TriMet builds both bus and rail facilities based on objectives that have evolved over the years.

In building capital facilities, TriMet seeks to:

- optimize passenger safety and security
- provide protection from the elements for waiting passengers
- optimize system reliability and customer comfort
- enhance the physical place and community in which the facility resides
- minimize disruption to local facilities and communities
- minimize energy consumption
- ease and facilitate maintenance and reduce costs over time
- provide attractive physical improvements within the project's overall capital budget

Station Element: Platforms

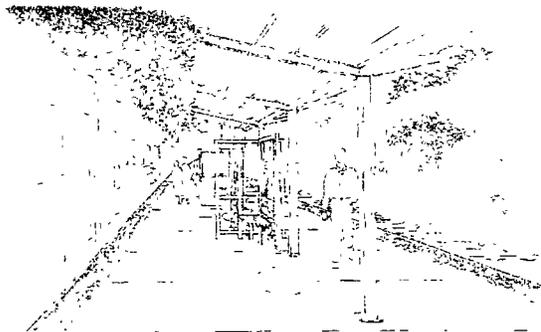
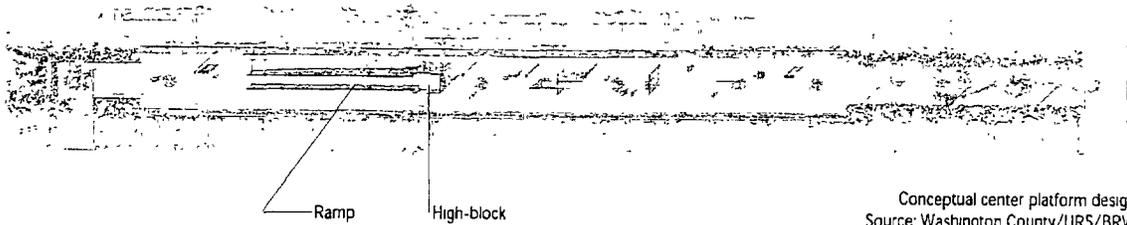


Illustration of conceptual platform design
Source: Washington County/URS/BRW

Station platforms provide waiting and loading areas for commuter rail passengers. Platforms must be designed to accommodate pedestrian circulation, ADA requirements, standard transit amenities and the commuter rail vehicle dimensions and clearances. Platform dimensions are typically 20 feet wide by 200 feet long.

Commuter rail platforms will include:

- a "mini-high-block" platform for loading passengers in wheelchairs
- benches
- trash cans
- ticket machines
- shelters



Station platform-Altamont Commuter Express (ACE)
Stockton-San Jose, California

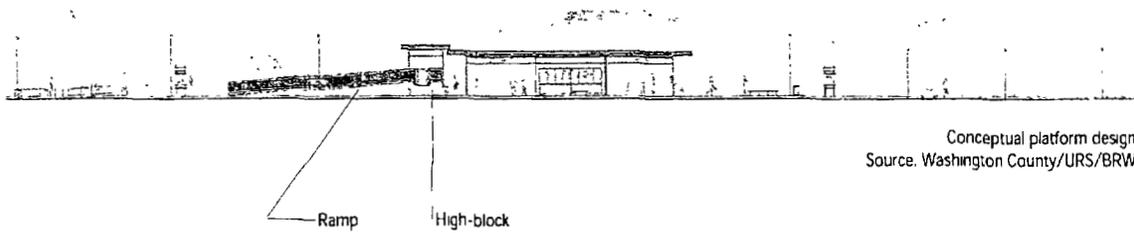


Station platform-Sounder
Tukwila, Washington



Station platform-Trinity Railway Express (TRE)
Dallas/Ft. Worth, Texas

Station Element: Platforms



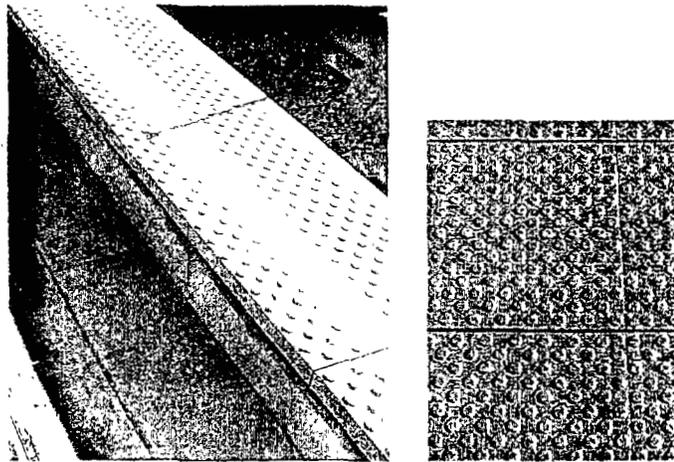
Conceptual platform design
Source: Washington County/URS/BRW

Tactile Pavers

Station platforms must be designed with passenger safety foremost in mind.

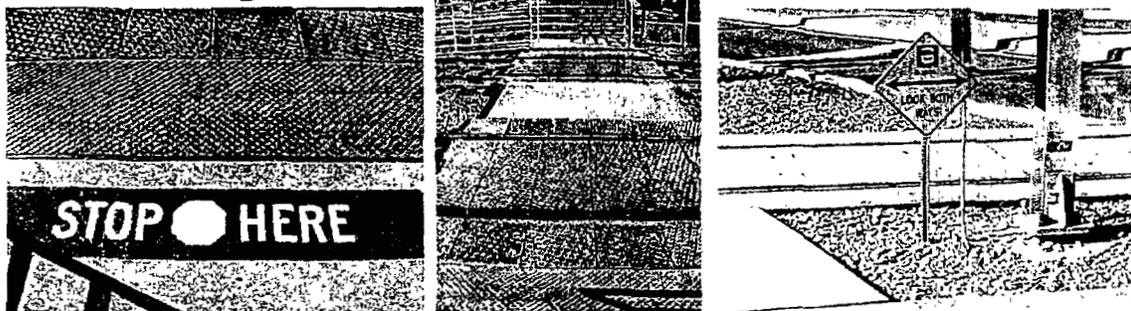
Safety features include:

- tactile pavers to delineate the trackway edge
- well-marked and regulated pedestrian track crossings



Platform tactile pavers being installed
MAX Yellow Line-Portland Blvd. Station

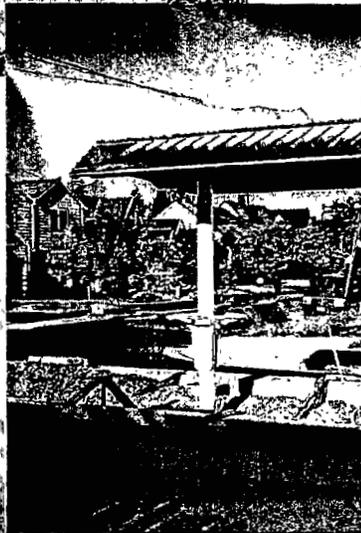
Track Crossings



Station Element: Shelters

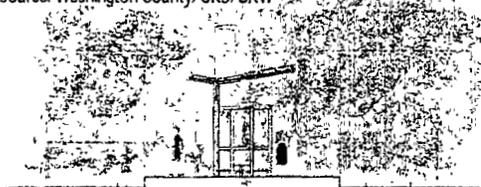


Partially completed shelter
N Portland Blvd Station
MAX Yellow Line (Interstate MAX)



New shelter under construction
N Portland Blvd Station
MAX Yellow Line (Interstate MAX)

Conceptual platform design showing shelter/windscreen
Source: Washington County/URS/BRW



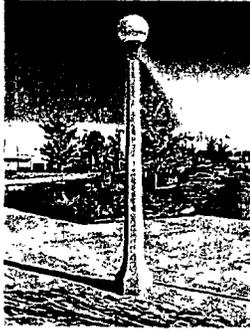
Passenger shelters should provide weather protection, a feeling of security and an identity for the station and surrounding area.

Commuter rail shelters will include:

- a metal roof
- steel support columns
- a stainless steel leaning rail

Shelters are planned to be approximately 10 feet wide by 60 feet in length; the roof will be approximately 10 feet above the platform.

Station Elements



Pedestrian-scale lighting
Precast concrete pole



Overhead cobra-style lighting
Metal pole



Customer information pylon



Customer information sign



TriMet ticket vending machines

Lights

Commuter rail stations and park & ride lots will include both pedestrian level and higher level lighting. Pedestrian level lighting is provided via 10-foot high precast concrete poles and translucent fixtures. Depending on the situation, higher level lighting will be provided by lights that are typical for either TriMet or the local jurisdiction.

Minimum illumination standards must be met for pedestrian walkways, platforms and parking lots.

Signs

Station signs provide clear and concise information to passengers.

Signs will:

- be easily visible
- be consistent with existing TriMet graphics
- conform to ADA and other applicable codes
- minimize maintenance requirements

Ticket Machines

Ticket vending machines (TVMs) allow self-service purchase and validation of single and multiple ride tickets.

Ticket machines on commuter rail platforms will be standard TriMet equipment.

Station Amenities

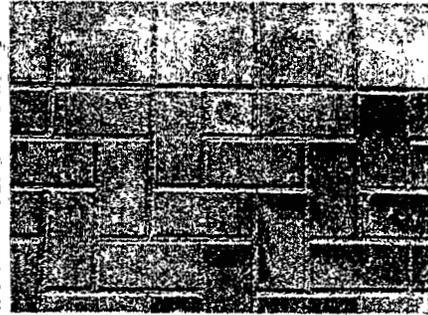
Paving

Various paving treatments can enhance the station environment. Paving materials must meet basic safety requirements.

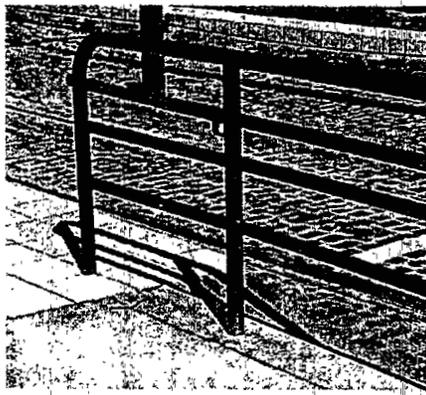
These examples illustrate the paving materials and designs that are considered appropriate for the commuter rail stations.



Scored concrete, Rose Quarter TC



Sand-based pavers



Ramp railing



Sand-based pavers

Railings

Railings provide separation from non-pedestrian areas and fall protection. Railings may be utilitarian in design or may be enhanced as part of the art program or other efforts.



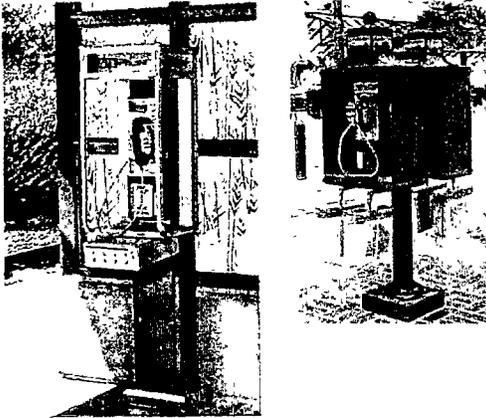
Ramp railing



Platform railing

Station Amenities

Phones

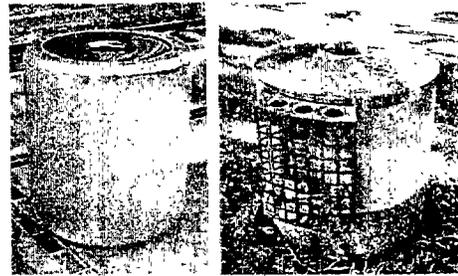


These station amenities are considered appropriate for all commuter rail stations.

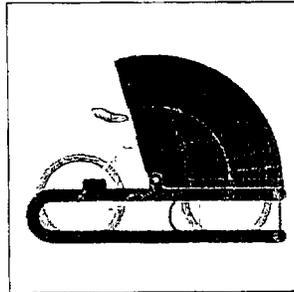
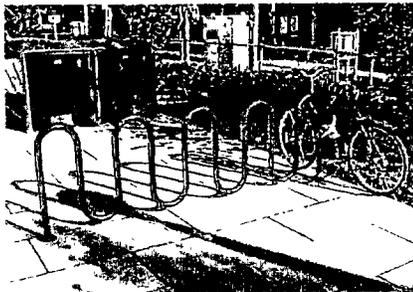
Benches



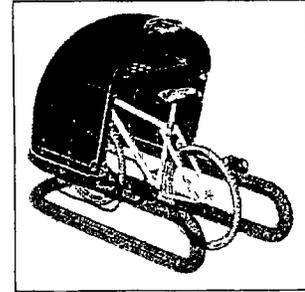
Trash Receptacles



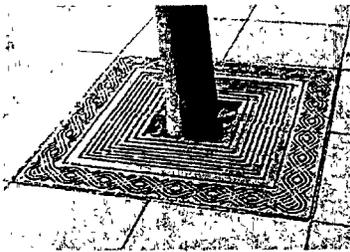
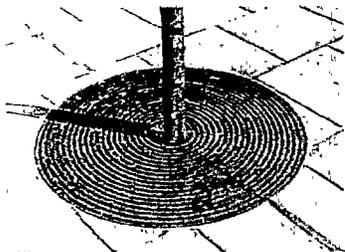
Bike Racks/Lockers



TriMet's new prototype bike locker



Tree Grates



Public Art

Art Program Objectives

A great opportunity for making each station unique is through public art. TriMet's public art program promotes transit use and community pride by integrating permanent art works into the public transit system. The resulting art work celebrates the contributions of public transportation and reflects the cultural richness in the region.

The TriMet public art program:

- utilizes local, regional and national artists to develop high quality public art work that enhances the transit environment
- commissions artwork that is structurally sound and resistant to theft, vandalism, weathering and excessive maintenance costs
- commissions artwork that presents no public safety hazards nor creates any impediment to Americans with Disabilities Act (ADA) compliance

Community Involvement

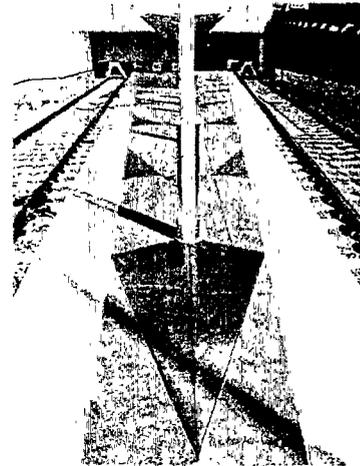
TriMet will form a new group including representatives from each station area and TriMet's Public Art Advisory Committee to select artists and review proposed art work.

Representatives of community-based organizations, neighborhood associations and other groups will be invited to share their knowledge about the community with the artists. The artists' proposals for art work will reflect their understanding of the history and unique character of the areas around the commuter rail stations.

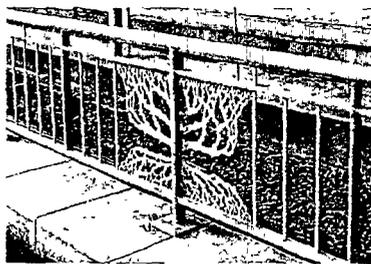
Through frequent exchanges and the direct involvement of community members, the Commuter Rail art program will be better able to achieve its goals of enhancing the transit system and the communities it serves.



Sand-blasted glass panels
MAX Blue Line-Quatama/NW 205th Ave Station



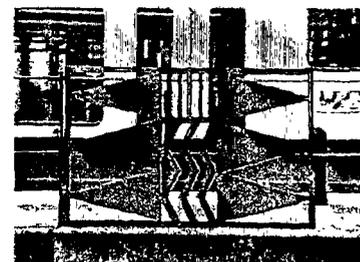
Color integrated into concrete platform
MAX Red Line-Portland Airport Station



Installation of railing with art elements
MAX Yellow Line-Interstate/Rose Quarter Station



Art installation: 'Coho Commute'
Mohawk Park & Ride/Tualatin



Prototype railing for N Killingsworth St Station
MAX Yellow Line (Interstate MAX)

Station Enhancements

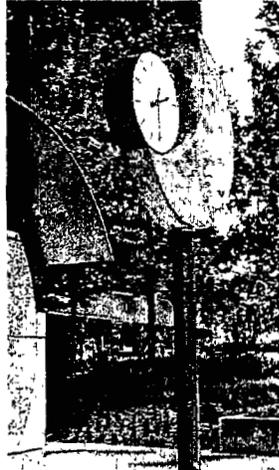
Communities may consider adding amenities, with local funding, that are beyond the basic design of the commuter rail stations in order to achieve local design objectives.

The Project will strive to incorporate station enhancements wherever financially feasible.

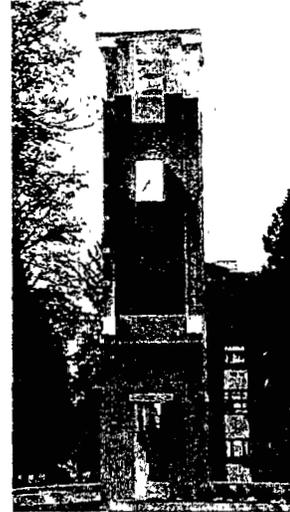
Information Kiosks



Clocks/Towers

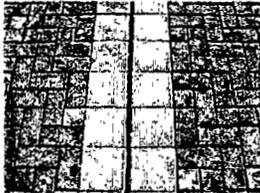


Station clock
Dallas Area Rapid Transit station

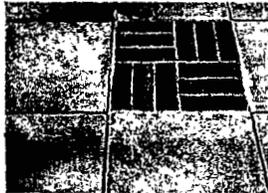


Papé Bell Tower
Oregon State University

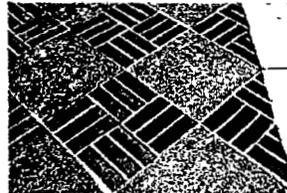
Special Paving



Sand-based pavers



Brick and precast concrete pavers



Brick and precast concrete pavers



Pavers



Art elements cast into concrete

Special Railings



Flower Baskets/Planters



MAX Blue Line-Old Town/Chinatown Station



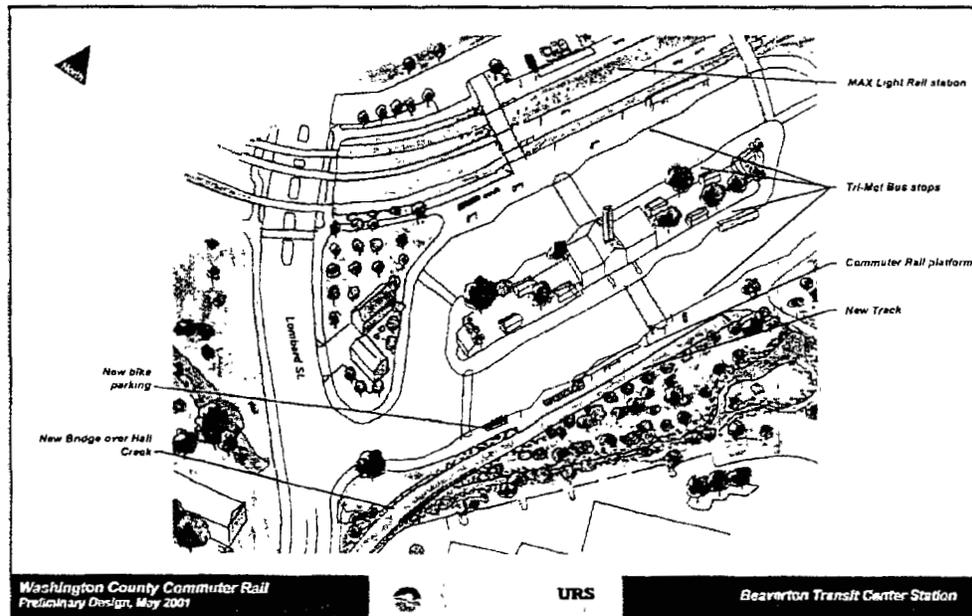
MAX Blue Line-Old Town/Chinatown Station

Commuter Rail Station Plans

The station plans, when considered together with the preliminary engineering documents, form the common set of design elements that will be provided at each of the five commuter rail stations.

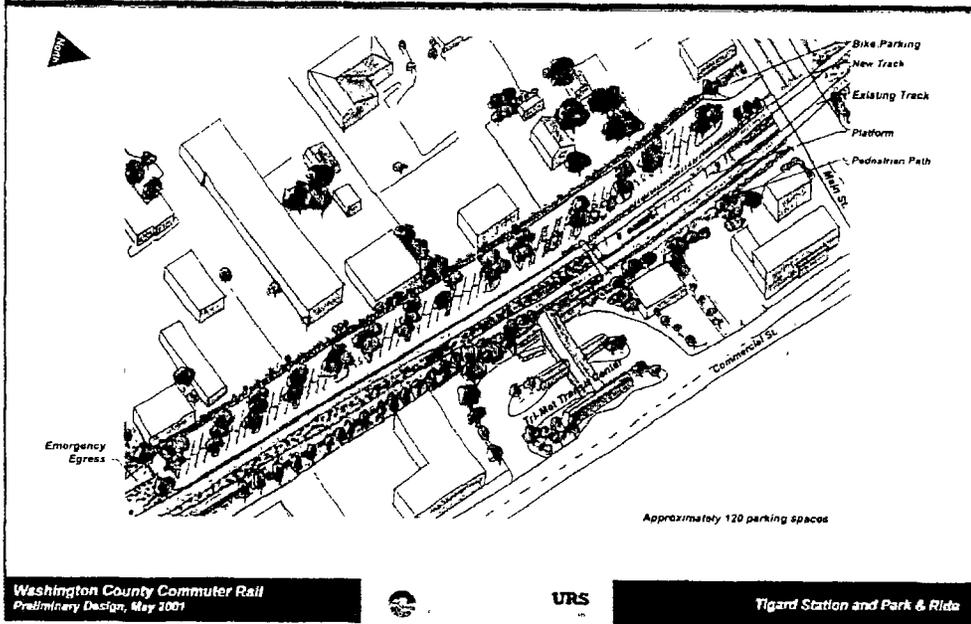
These commuter rail station plans will likely be refined as more detailed engineering occurs on the project. However, design details will be consistent with the provisions of the Intergovernmental Agreement.

Beaverton Transit Center

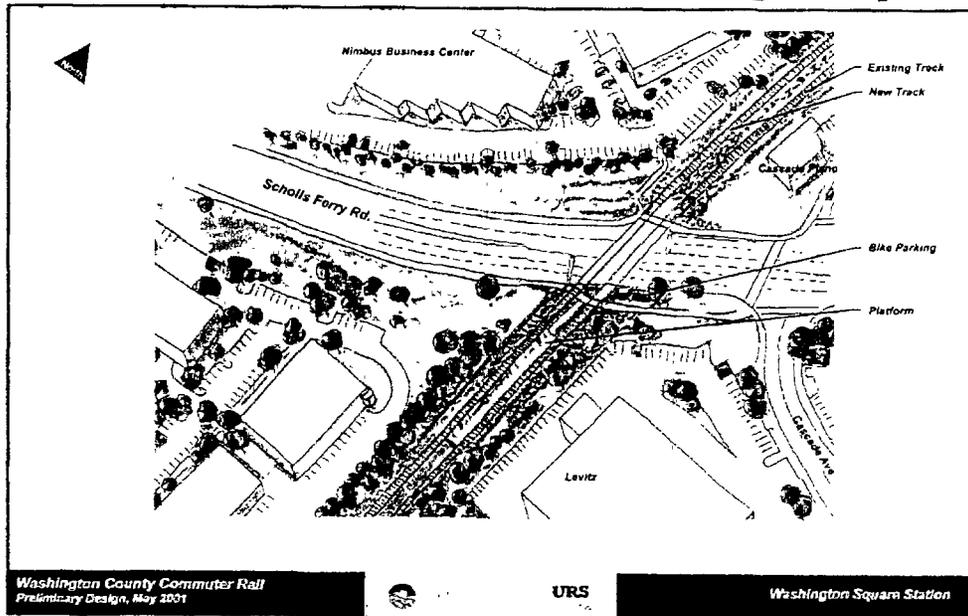


Commuter Rail Station Plans

Tigard Transit Center

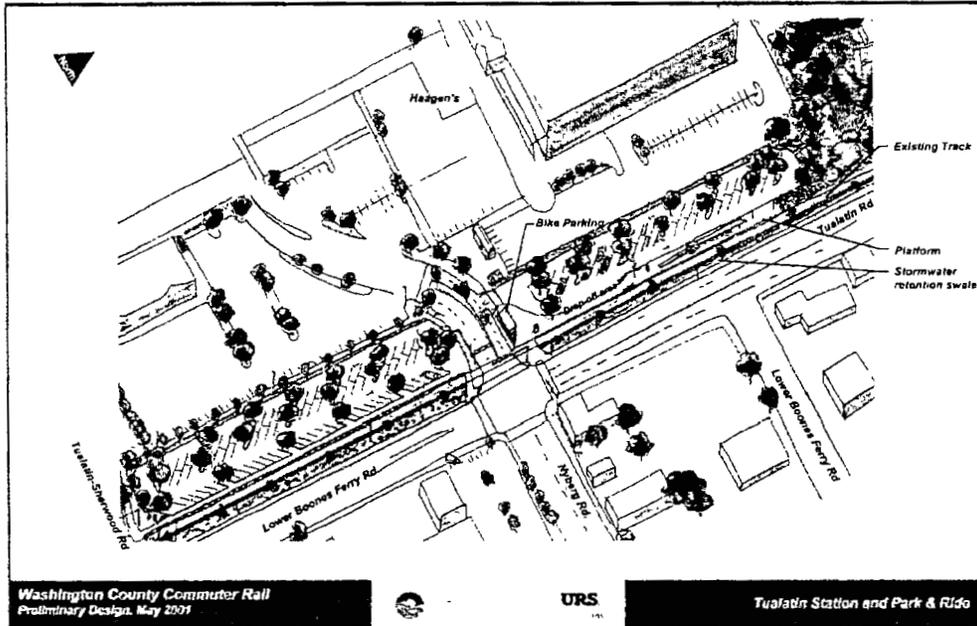


Scholls Ferry Rd./Washington Square

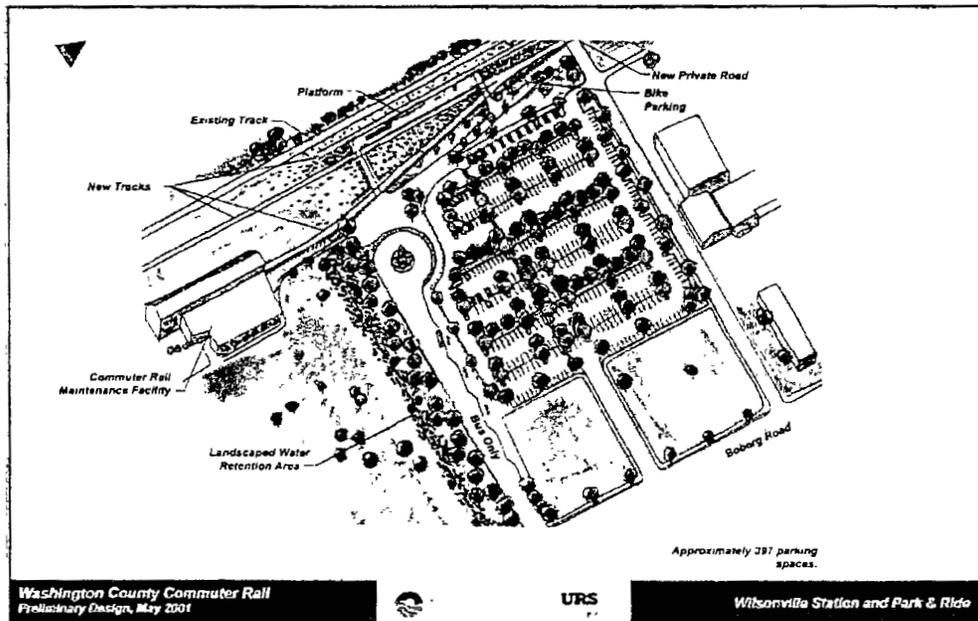


Commuter Rail Station Plans

Tualatin



Wilsonville



AGENDA BILL

**Beaverton City Council
Beaverton, Oregon**

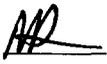
SUBJECT: A Resolution Adopting a Supplemental Budget (#S-06-1) for the Fiscal Year Commencing July 1, 2005, and Making Appropriations Therefrom

FOR AGENDA OF: 11/17/05 **BILL NO:** 05199

Mayor's Approval: 

DEPARTMENT OF ORIGIN: Finance 

DATE SUBMITTED: 10/21/05

CLEARANCES: City Attorney 

PROCEEDING: Public Hearing

EXHIBITS: Resolution
Exhibit A – Supplemental
Summary Report

BUDGET IMPACT

EXPENDITURE REQUIRED \$-0-	AMOUNT BUDGETED \$-0-	APPROPRIATION REQUIRED "See Attached"
-------------------------------	--------------------------	--

HISTORICAL PERSPECTIVE:

Earlier on the evening of November 17, 2005, Supplemental Budget #S-06-1 will have been reviewed and approved by the Budget Committee and forwarded to the City Council for formal action. State Statutes require that the City Council hold a public hearing prior to adopting the Supplemental Budget.

Supplemental Budget #S-06-1 will not increase taxes levied in this fiscal year.

INFORMATION FOR CONSIDERATION:

Attached is the resolution which amends the current fiscal year budget by adopting Supplemental Budget #S-06-1. The Supplemental Budget is presented in summary form in Exhibit A "Budget Supplemental Summary Report".

RECOMMENDED ACTION:

Council hold a public hearing and approve the attached resolution which adopts Supplemental Budget #S-06-1 for the current fiscal year and makes appropriations therefrom.

RESOLUTION NO. 3838

A RESOLUTION ADOPTING A SUPPLEMENTAL BUDGET
FOR THE FISCAL YEAR COMMENCING JULY 1, 2005
AND MAKING APPROPRIATIONS THEREFROM

BE IT RESOLVED BY THE CITY OF BEAVERTON AS FOLLOWS:

Section 1. The City Council hereby adopts for the fiscal year 2005-06, the Supplemental Budget (#S-06-1), as approved after public hearing before the Council at its meeting of November 17, 2005, and now on file in the office of the City Recorder (attached hereto as Exhibit A and incorporated herein).

Section 2. For the reasons and purposes set forth in Exhibit A of Section I above, the Council finds and determines that it is necessary to make the amendments in appropriations as indicated in Exhibit A. These supplemental appropriations will not increase taxes levied in this fiscal year. Said supplemental appropriations are hereby authorized by the Council.

Section 3. The Finance Director or his designee shall make the appropriate entries in the books, accounts and records of the City to effect the purpose of this Resolution.

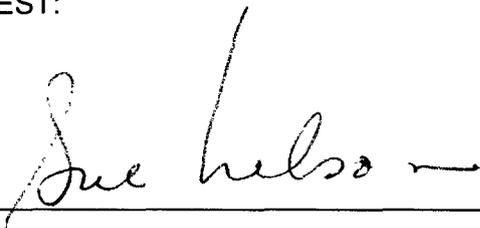
Adopted by the Council this 17th day of November, 2005.

Approved by the Mayor this 18th day of November, 2005.

Ayes: 4

Nays: 0

ATTEST:



Sue Nelson, City Recorder

APPROVED:



Rob Drake, Mayor

RESOLUTION NO. 3838 - EXHIBIT A

BUDGET SUPPLEMENTAL SUMMARY REPORT
S-2006-1

REPORT-DATE 11-18-05

PAGE 1

	ORIGINAL BUDGET	SUPPLEMENTAL BUDGET	REVISED BUDGET
GENERAL FUND			
REVENUES:			
BEGINNING WORKING CAPITAL	5,906,511	1,258,511	7,165,022
GRANTS - FEDERAL	976,364	1,169,544	2,145,908
OTHER INTERGOVERNMENTAL REV	2,072,000	23,431	2,095,431
MISCELLANEOUS REVENUES	240,000	400,000	640,000
GRANTS - PRIVATE	0	2,500	2,500
	-----	-----	-----
TOTAL REVENUES	9,194,875	2,853,986	12,048,861
	=====	=====	=====
EXPENDITURES:			
MAYOR'S OFFICE			
PERSONAL SERVICES	2,322,901	3,143	2,326,044
MATERIALS & SERVICES	1,499,253	375,525	1,874,778
TRANSFERS	202,242	1,177	203,419
	-----	-----	-----
	4,024,396	379,845	4,404,241
	-----	-----	-----
GENERAL SERVICES DEPARTMENT			
MATERIALS & SERVICES	123,158	10,000	133,158
	-----	-----	-----
	123,158	10,000	133,158
	-----	-----	-----
NON-DEPARTMENTAL			
MATERIALS & SERVICES	1,541,589	119,655	1,661,244
CAPITAL OUTLAY	5,646,055	1,309,000	6,955,055
DEBT SERVICE	320,513	65,796	386,309
TRANSFERS	1,667,251	1,344	1,668,595
CONTINGENCY	1,531,520	915,098	2,446,618
	-----	-----	-----
	10,706,928	2,410,893	13,117,821
	-----	-----	-----
HUMAN RESOURCES DEPARTMENT			
PERSONAL SERVICES	749,859	23,896-	725,963
	-----	-----	-----
	749,859	23,896-	725,963
	-----	-----	-----

BUDGET SUPPLEMENTAL SUMMARY REPORT
S-2006-1

REPORT-DATE 11-18-05

PAGE 2

	ORIGINAL BUDGET	SUPPLEMENTAL BUDGET	REVISED BUDGET
<u>GENERAL FUND</u>			
EXPENDITURES: CONTINUED			
FINANCE DEPARTMENT			
PERSONAL SERVICES	1,278,288	9,872	1,288,160
	-----	-----	-----
	1,278,288	9,872	1,288,160
	-----	-----	-----
MUNICIPAL COURT			
MATERIALS & SERVICES	309,430	10,675	320,105
	-----	-----	-----
	309,430	10,675	320,105
	-----	-----	-----
POLICE DEPARTMENT			
PERSONAL SERVICES	15,340,596	25,535	15,366,131
MATERIALS & SERVICES	2,569,538	95,679-	2,473,859
TRANSFERS	830,929	72,775	903,704
	-----	-----	-----
	18,741,063	2,631	18,743,694
	-----	-----	-----
COMMUNITY DEVELOPMENT DEPT.			
PERSONAL SERVICES	3,256,077	1,000	3,257,077
MATERIALS & SERVICES	173,993	7,694	181,687
TRANSFERS	86,814	1,929	88,743
	-----	-----	-----
	3,516,884	10,623	3,527,507
	-----	-----	-----
ENGINEERING DEPARTMENT			
PERSONAL SERVICES	1,397,703	18,200	1,415,903
MATERIALS & SERVICES	64,848	14,039	78,887
TRANSFERS	130,709	775	131,484
	-----	-----	-----
	1,593,260	33,014	1,626,274
	-----	-----	-----
OPERATIONS DEPARTMENT			
MATERIALS & SERVICES	425,345	3,752	429,097
TRANSFERS	170,434	6,577	177,011
	-----	-----	-----
	595,779	10,329	606,108
	-----	-----	-----
TOTAL EXPENDITURES	41,639,045	2,853,986	44,493,031
	=====	=====	=====

BUDGET SUPPLEMENTAL SUMMARY REPORT
S-2006-1

REPORT-DATE 11-18-05

PAGE 3

	ORIGINAL BUDGET	SUPPLEMENTAL BUDGET	REVISED BUDGET
<u>STREET FUND</u>			
REVENUES:			
BEGINNING WORKING CAPITAL	2,745,280	103,995	2,849,275
TRSFERS FROM ASSESSMENT PROJECT	235,861	5,053	240,914
	-----	-----	-----
TOTAL REVENUES	2,981,141	109,048	3,090,189
	=====	=====	=====

EXPENDITURES:			
MATERIALS & SERVICES	1,241,783	4,915	1,246,698
CAPITAL OUTLAY	152,775	1,581	154,356
TRANSFERS	2,703,747	40,760	2,744,507
CONTINGENCY	1,473,311	61,792	1,535,103
	-----	-----	-----
TOTAL EXPENDITURES	5,571,616	109,048	5,680,664
	=====	=====	=====

STATE REVENUE SHARING FUND

REVENUES:			
BEGINNING WORKING CAPITAL	445,780	8,176-	437,604
	-----	-----	-----
TOTAL REVENUES	445,780	8,176-	437,604
	=====	=====	=====

EXPENDITURES:			
MATERIALS & SERVICES	292,475	71,904	364,379
CONTINGENCY	378,233	80,080-	298,153
	-----	-----	-----
TOTAL EXPENDITURES	670,708	8,176-	662,532
	=====	=====	=====

BUILDING OPERATING FUND

REVENUES:			
BEGINNING WORKING CAPITAL	1,689,073	380,243	2,069,316
	-----	-----	-----
TOTAL REVENUES	1,689,073	380,243	2,069,316
	=====	=====	=====

EXPENDITURES:			
TRANSFERS	466,842	3,897	470,739
CONTINGENCY	1,166,083	376,346	1,542,429
	-----	-----	-----
TOTAL EXPENDITURES	1,632,925	380,243	2,013,168
	=====	=====	=====

BUDGET SUPPLEMENTAL SUMMARY REPORT
S-2006-1

REPORT-DATE 11-18-05

PAGE 4

	<u>ORIGINAL BUDGET</u>	<u>SUPPLEMENTAL BUDGET</u>	<u>REVISED BUDGET</u>
<u>COMMUNITY DEV. BLOCK GRANT</u>			
REVENUES:			
BEGINNING WORKING CAPITAL	218,300	6,990-	211,310
GRANTS - FEDERAL	1,301,132	136,999	1,438,131
	-----	-----	-----
TOTAL REVENUES	1,519,432	130,009	1,649,441
	=====	=====	=====
EXPENDITURES:			
MATERIALS & SERVICES	684,178	130,511	814,689
RESERVE	69,105	502-	68,603
	-----	-----	-----
TOTAL EXPENDITURES	753,283	130,009	883,292
	=====	=====	=====
<u>STREET LIGHTING FUND</u>			
REVENUES:			
BEGINNING WORKING CAPITAL	146,366	46,821	193,187
	-----	-----	-----
TOTAL REVENUES	146,366	46,821	193,187
	=====	=====	=====
EXPENDITURES:			
TRANSFERS	54,272	364	54,636
CONTINGENCY	137,411	46,457	183,868
	-----	-----	-----
TOTAL EXPENDITURES	191,683	46,821	238,504
	=====	=====	=====
<u>TRAFFIC IMPACT FEE FUND</u>			
REVENUES:			
BEGINNING WORKING CAPITAL	2,839,665	502,948	3,342,613
	-----	-----	-----
TOTAL REVENUES	2,839,665	502,948	3,342,613
	=====	=====	=====
EXPENDITURES:			
CONTINGENCY	2,243,879	502,948	2,746,827
	-----	-----	-----
TOTAL EXPENDITURES	2,243,879	502,948	2,746,827
	=====	=====	=====

BUDGET SUPPLEMENTAL SUMMARY REPORT
S-2006-1

REPORT-DATE 11-18-05

PAGE 5

	<u>ORIGINAL BUDGET</u>	<u>SUPPLEMENTAL BUDGET</u>	<u>REVISED BUDGET</u>
<u>LIBRARY FUND</u>			
REVENUES:			
BEGINNING WORKING CAPITAL	748,621	103,129	851,750
	-----	-----	-----
TOTAL REVENUES	748,621	103,129	851,750
	=====	=====	=====
EXPENDITURES:			
MATERIALS & SERVICES	867,171	4,625	871,796
TRANSFERS	582,690	173	582,863
CONTINGENCY	424,213	98,331	522,544
	-----	-----	-----
TOTAL EXPENDITURES	1,874,074	103,129	1,977,203
	=====	=====	=====
<u>GENERAL BONDED DEBT FUND</u>			
REVENUES:			
BEGINNING WORKING CAPITAL	87,019	31,113	118,132
	-----	-----	-----
TOTAL REVENUES	87,019	31,113	118,132
	=====	=====	=====
EXPENDITURES:			
CONTINGENCY	79,944	31,113	111,057
	-----	-----	-----
TOTAL EXPENDITURES	79,944	31,113	111,057
	=====	=====	=====
<u>CAPITAL PROJECTS FUND</u>			
REVENUES:			
BEGINNING WORKING CAPITAL	618,407	89,606	708,013
TRSFRS FROM STREET FUND	1,168,000	17,486	1,185,486
	-----	-----	-----
TOTAL REVENUES	1,786,407	107,092	1,893,499
	=====	=====	=====
EXPENDITURES:			
CAPITAL OUTLAY	6,558,778	17,486	6,576,264
CONTINGENCY	57,075	89,606	146,681
	-----	-----	-----
TOTAL EXPENDITURES	6,615,853	107,092	6,722,945
	=====	=====	=====

	<u>ORIGINAL BUDGET</u>	<u>SUPPLEMENTAL BUDGET</u>	<u>REVISED BUDGET</u>
<u>ASSESSMENT FUND #1</u>			
REVENUES:			
BEGINNING WORKING CAPITAL	111,977	1,265	113,242
	-----	-----	-----
TOTAL REVENUES	111,977	1,265	113,242
	=====	=====	=====
EXPENDITURES:			
CONTINGENCY	91,064	1,265	92,329
	-----	-----	-----
TOTAL EXPENDITURES	91,064	1,265	92,329
	=====	=====	=====
<u>ASSESSMENT PROJECT FUND</u>			
REVENUES:			
BEGINNING WORKING CAPITAL	411,695	4,533	416,228
	-----	-----	-----
TOTAL REVENUES	411,695	4,533	416,228
	=====	=====	=====
EXPENDITURES:			
TRANSFERS	235,861	5,053	240,914
CONTINGENCY	49,974	520-	49,454
	-----	-----	-----
TOTAL EXPENDITURES	285,835	4,533	290,368
	=====	=====	=====
<u>WATER FUND</u>			
REVENUES:			
BEGINNING WORKING CAPITAL	4,620,639	742,247	5,362,886
WATER SALES	6,615,943	225,000-	6,390,943
	-----	-----	-----
TOTAL REVENUES	11,236,582	517,247	11,753,829
	=====	=====	=====
EXPENDITURES:			
PERSONAL SERVICES	1,465,829	21,303	1,487,132
MATERIALS & SERVICES	2,565,778	32,190	2,597,968
CAPITAL OUTLAY	1,324,149	366,407	1,690,556
TRANSFERS	3,662,123	25,807	3,687,930
CONTINGENCY	3,456,778	71,540	3,528,318
	-----	-----	-----
TOTAL EXPENDITURES	12,474,657	517,247	12,991,904
	=====	=====	=====

BUDGET SUPPLEMENTAL SUMMARY REPORT
S-2006-1

REPORT-DATE 11-18-05

PAGE 7

	ORIGINAL BUDGET	SUPPLEMENTAL BUDGET	REVISED BUDGET
SEWER FUND			
REVENUES:			
BEGINNING WORKING CAPITAL	6,603,575	940,058	7,543,633
UTILITY SURCHARGE	0	41,751	41,751
	-----	-----	-----
TOTAL REVENUES	6,603,575	981,809	7,585,384
	=====	=====	=====

EXPENDITURES:

PERSONAL SERVICES	900,738	32,310	933,048
MATERIALS & SERVICES	838,069	495	838,564
CAPITAL OUTLAY	3,089,500	882,199	3,971,699
TRANSFERS	609,405	11,109	620,514
CONTINGENCY	1,193,187	664,767	1,857,954
CONTINGENCY - DEDICATED	3,016,136	609,071-	2,407,065
	-----	-----	-----
TOTAL EXPENDITURES	9,647,035	981,809	10,628,844
	=====	=====	=====

WATER DEBT SERVICE FUND

REVENUES:

BEGINNING WORKING CAPITAL	105,143	13,080	118,223
	-----	-----	-----
TOTAL REVENUES	105,143	13,080	118,223
	=====	=====	=====

EXPENDITURES:

DEBT SERVICE	3,101,550	36,000	3,137,550
CONTINGENCY	75,000	22,920-	52,080
	-----	-----	-----
TOTAL EXPENDITURES	3,176,550	13,080	3,189,630
	=====	=====	=====

WATER CONSTRUCTION FUND

REVENUES:

BEGINNING WORKING CAPITAL	4,108,796	707,215	4,816,011
	-----	-----	-----
TOTAL REVENUES	4,108,796	707,215	4,816,011
	=====	=====	=====

EXPENDITURES:

CAPITAL OUTLAY	7,110,105	321,469	7,431,574
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	<u>ORIGINAL BUDGET</u>	<u>SUPPLEMENTAL BUDGET</u>	<u>REVISED BUDGET</u>
<u>WATER CONSTRUCTION FUND</u>			
EXPENDITURES: CONTINUED			
CONTINGENCY	711,945	385,746	1,097,691
	-----	-----	-----
TOTAL EXPENDITURES	7,822,050	707,215	8,529,265
	=====	=====	=====

STORM DRAIN FUND

REVENUES:			
BEGINNING WORKING CAPITAL	4,168,542	1,058,743	5,227,285
	-----	-----	-----
TOTAL REVENUES	4,168,542	1,058,743	5,227,285
	=====	=====	=====

EXPENDITURES:			
PERSONAL SERVICES	1,257,100	11,862-	1,245,238
MATERIALS & SERVICES	448,280	134	448,414
CAPITAL OUTLAY	3,664,000	477,604	4,141,604
TRANSFERS	555,190	17,799	572,989
CONTINGENCY	347,140	103,267	450,407
CONTINGENCY - DEDICATED	1,802,458	471,801	2,274,259
	-----	-----	-----
TOTAL EXPENDITURES	8,074,168	1,058,743	9,132,911
	=====	=====	=====

REPROGRAPHICS FUND

REVENUES:			
BEGINNING WORKING CAPITAL	107,532	19,780-	87,752
TRSFERS FROM GENERAL FUND	516,247	500	516,747
	-----	-----	-----
TOTAL REVENUES	623,779	19,280-	604,499
	=====	=====	=====

EXPENDITURES:			
CONTINGENCY	74,825	19,280-	55,545
	-----	-----	-----
TOTAL EXPENDITURES	74,825	19,280-	55,545
	=====	=====	=====

	ORIGINAL BUDGET	SUPPLEMENTAL BUDGET	REVISED BUDGET
<u>GARAGE FUND</u>			
REVENUES:			
BEGINNING WORKING CAPITAL	30,240	1,976	32,216
TRSFERS FROM GENERAL FUND	661,908	84,077	745,985
TRSFERS FROM STREET FUND	183,232	23,274	206,506
TRSFERS FROM WATER FUND	73,277	9,307	82,584
TRSFERS FROM SEWER FUND	87,457	11,109	98,566
TRSFER FR BUILDING OPERATING FD	30,684	3,897	34,581
TRANSFER FROM LIBRARY FUND	1,364	173	1,537
TRSFERS FR STREET LIGHTING FUND	2,867	364	3,231
TRSFERS FR STORM DRAIN FUND	140,132	17,799	157,931
	-----	-----	-----
TOTAL REVENUES	1,211,161	151,976	1,363,137
	=====	=====	=====

EXPENDITURES:			
MATERIALS & SERVICES	553,490	120,000	673,490
CONTINGENCY	53,056	31,976	85,032
	-----	-----	-----
TOTAL EXPENDITURES	606,546	151,976	758,522
	=====	=====	=====

INFORMATION SYSTEMS FUND

REVENUES:			
BEGINNING WORKING CAPITAL	270,397	36,182	306,579
	-----	-----	-----
TOTAL REVENUES	270,397	36,182	306,579
	=====	=====	=====

EXPENDITURES:			
MATERIALS & SERVICES	640,200	45,000	685,200
CONTINGENCY	95,612	8,818-	86,794
	-----	-----	-----
TOTAL EXPENDITURES	735,812	36,182	771,994
	=====	=====	=====

GEOGRAPHIC INFORMAT'N SYS FUND

REVENUES:			
BEGINNING WORKING CAPITAL	143,324	31,404	174,728
	-----	-----	-----
TOTAL REVENUES	143,324	31,404	174,728
	=====	=====	=====

EXPENDITURES:

	ORIGINAL BUDGET	SUPPLEMENTAL BUDGET	REVISED BUDGET
<u>GEOGRAPHIC INFORMAT'N SYS FUND</u>			
EXPENDITURES: CONTINUED			
CONTINGENCY	27,784	31,404	59,188
	-----	-----	-----
TOTAL EXPENDITURES	27,784	31,404	59,188
	=====	=====	=====
<u>OPERATIONS ADMIN FUND</u>			
REVENUES:			
BEGINNING WORKING CAPITAL	99,818	32,594	132,412
	-----	-----	-----
TOTAL REVENUES	99,818	32,594	132,412
	=====	=====	=====
EXPENDITURES:			
MATERIALS & SERVICES	182,936	800	183,736
CONTINGENCY	60,816	31,794	92,610
	-----	-----	-----
TOTAL EXPENDITURES	243,752	32,594	276,346
	=====	=====	=====
<u>LIBRARY TRUST FUND</u>			
REVENUES:			
BEGINNING WORKING CAPITAL	79,930	2,141-	77,789
GRANTS - STATE	0	4,200	4,200
	-----	-----	-----
TOTAL REVENUES	79,930	2,059	81,989
	=====	=====	=====
EXPENDITURES:			
MATERIALS & SERVICES	82,300	4,200	86,500
CONTINGENCY	41,905	2,141-	39,764
	-----	-----	-----
TOTAL EXPENDITURES	124,205	2,059	126,264
	=====	=====	=====
<u>INSURANCE AGENCY FUND</u>			
REVENUES:			
BEGINNING WORKING CAPITAL	2,122,056	292,909	2,414,965
TRSFERS FROM WATER FUND	126,987	16,500	143,487
	-----	-----	-----
TOTAL REVENUES	2,249,043	309,409	2,558,452
	=====	=====	=====

S-2006-1

	<u>ORIGINAL BUDGET</u>	<u>SUPPLEMENTAL BUDGET</u>	<u>REVISED BUDGET</u>
<u>INSURANCE AGENCY FUND</u>			
EXPENDITURES: CONTINUED			
PERSONAL SERVICES	199,067	7,000	206,067
MATERIALS & SERVICES	6,873,749	345,306	7,219,055
CONTINGENCY	432,613	7,103	439,716
RESERVE	1,850,000	50,000-	1,800,000
	-----	-----	-----
TOTAL EXPENDITURES	9,355,429	309,409	9,664,838
	=====	=====	=====

BEAVERTON ARTS COMMISSION

REVENUES:

BEGINNING WORKING CAPITAL	86,120	7,317	93,437
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TOTAL REVENUES	86,120	7,317	93,437
	=====	=====	=====

EXPENDITURES:

CONTINGENCY	82,748	7,317	90,065
	-----	-----	-----
TOTAL EXPENDITURES	82,748	7,317	90,065
	=====	=====	=====