



## FINAL AGENDA

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

REGULAR MEETING  
OCTOBER 17, 2005  
6:30 P.M.

CALL TO ORDER:

ROLL CALL:

PROCLAMATIONS:

SMART Month: October 2005

PRESENTATIONS:

05184 Presentation of Solid Waste and Recycling Program

VISITOR COMMENT PERIOD:

COUNCIL ITEMS:

STAFF ITEMS:

CONSENT AGENDA:

- 05185 Liquor License Application: Greater Privilege - Courtyard by Marriott;  
New Outlet - Tienda Y Carniceria Palacios, Shabsara Restaurant
- 05186 A Resolution Establishing Rates for the Collection of Solid Waste  
(Resolution No. 3832)
- 05187 A Resolution Increasing the Franchise Fee for Commercial Solid Waste  
Collections (Resolution No. 3833)
- 05188 A Resolution Adopting an Intergovernmental Agreement with Metro  
Regional Government for Implementation of the Annual Waste Reduction  
Plan (Resolution No. 3834)
- 05189 A Resolution Adopting an Intergovernmental Agreement with Metro  
Regional Government for Multifamily Recycling Education and Outreach  
Funding (Resolution No. 3835)

- 05190        A Resolution Adopting an Intergovernmental Agreement with Metro Regional Government for Recycle At Work Program (formerly known as Commercial Technical Assistance Program) (Resolution No. 3836)

Contract Review Board:

- 05191        Authorization to Enter into a New IKON Color Copier Rental Agreement

PUBLIC HEARINGS:

- 05192        An Ordinance Amending Beaverton Code Chapter 4 by Adding New Provisions Relating to Sanitary and Storm Sewer Maintenance Charges (Ordinance No. 4371)
- 05193        A Public Hearing on A Resolution Extending Solid Waste Franchises (Resolution No.3837)

ORDINANCES:

Second Reading:

- 05182        An Ordinance Amending Provisions of Chapter Five of the Beaverton City Code Relating to Abatement Procedures and Liens (Ordinance No. 4369)
- 05183        An Ordinance Annexing Two Parcels, and Associated Right-of-Way, Located at 10845 SW Walker Road to the City of Beaverton: Expedited Annexation 2005-0008 (Ordinance No. 4370)

EXECUTIVE SESSION:

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

ADJOURNMENT

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



# PROCLAMATION

## OFFICE OF THE MAYOR CITY OF BEAVERTON



**WHEREAS,** Beaverton recognizes the need for each generation to take care of the next and that all children whether our own, our neighbors, or children we don't know, are our collective responsibility; and

**WHEREAS,** The SMART (Start Making a Reader Today) book and reading program is Oregon's leading community-based volunteer program dedicated to increasing literacy among elementary school students; and

**WHEREAS,** The SMART program served more than 10,000 children throughout Oregon during the 2004-2005 school year and served more than 90,000 children since the program started 13 years ago; and

**WHEREAS,** In the City of Beaverton, 488 volunteers from the community read with 545 students in nine elementary schools; and

**NOW, THEREFORE, I,** Rob Drake, Mayor of the City of Beaverton, Oregon, do hereby proclaim the month of October 2005 as:

## SMART MONTH

In the City of Beaverton and encourage all citizens to join in this observance.



A handwritten signature in black ink, appearing to read "Rob Drake", is written over a horizontal line.

Rob Drake  
Mayor

## AGENDA BILL

**B** averton City Council  
Beav rton, Oregon

**SUBJECT:** Presentation of Solid Waste and Recycling Program

**FOR AGENDA OF:** 10-17-05 **BILL NO:** 05184

**Mayor's Approval:** 

**DEPARTMENT OF ORIGIN:** Mayor's Office 

**DATE SUBMITTED:** 10-10-05

**CLEARANCES:** \_\_\_\_\_

**PROCEEDING:** Presentations

**EXHIBITS:**

### **BUDGET IMPACT**

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

The Office of the Mayor consists of several programs serving staff and citizens of Beaverton. The Solid Waste and Recycling Program is one of these programs.

### **RECOMMENDED ACTION:**

The Mayor will introduce Chief of Staff Linda Adlard who will have Program Manager Scott Keller provide an overview of the Solid Waste & Recycling Program.

**AGENDA BILL****Beaverton City Council  
Beaverton, Oregon****SUBJECT: LIQUOR LICENSE APPLICATION:****FOR AGENDA OF: 10/17/05** **BILL NO: 05185****MAYOR'S APPROVAL:****DEPARTMENT OF ORIGIN:****P lice****DATE SUBMITTED:****10/04/05****GREATER PRIVILEGE**Courtyard by Marriott  
8500 SW Nimbus Drive**NEW OUTLET**Tienda Y Carniceria Palacios  
6110 SW Lombard AveShabsara Restaurant  
11427 SW Scholls Ferry Rd**PROCEEDING:** Consent Agenda**EXHIBITS:** None**BUDGET IMPACT**

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

**HISTORICAL PERSPECTIVE:**

Background investigations have been completed, and the Chief of Police has found that the applicants meet the standards and criteria as set forth in B.C. 5.02.240. The City has published in a newspaper of general circulation a notice specifying the liquor license applications.

**INFORMATION FOR CONSIDERATION:**

Courtyard Management Corporation and Courtyard II Associates, LP, have made application for Greater Privilege for its hotel, Courtyard by Marriott. It is requesting to change from a Full On-Premises Sales License to an Off-Premises Sales License. The hotel will be opening a market on its premises that will be open 24 hours. There will be no entertainment offered. An Off-Premises Sales License allows the sale of malt beverages, wine, and cider to go in sealed containers.

Tienda Y Carniceria Palacios, Inc. is opening a new establishment and has made application for an Off-Premises Sales License under the trade name of Tienda Y Carniceria Palacios. The establishment is a grocery store. It will operate Sunday through Saturday, from 9:00 a.m. to 10:00 p.m. There will be no entertainment offered. An Off-Premises Sales License allows the sale of malt beverages, wine, and cider to go in sealed containers.

S. Zar and Co., Inc., is opening a new establishment and has made application for a Limited On-Premises Sales License under the trade name of Shabsara Restaurant. The establishment will serve Persian and Mediterranean food. It will operate Monday through Thursday, from 11:00 a.m. to 11:00 p.m., Friday and Saturday, from 11:00 a.m. to 11:00 p.m., and Sunday, from 11:00 a.m. to 7:00 p.m. There will be belly dancing offered as entertainment on special occasions. A Limited On-Premises Sales license allows the sale of malt beverages, wine, and cider for consumption at the licensed business, and the sale of kegs of malt beverages to go.

**RECOMMENDED ACTION:**

The Chief of Police for the City of Beaverton recommends City Council approval of the OLCC license applications.

## AGENDA BILL

**B** averton City Council  
B averton, Or gon

**SUBJECT:** A Resolution Establishing Rates for the  
Collection of Solid Waste

**FOR AGENDA OF:** 10/17/05 **BILL NO:** 05186

**Mayor's Approval:** 

**DEPARTMENT OF ORIGIN:** Mayor's Office 

**DATE SUBMITTED:** 10/4/05

**CLEARANCES:** City Attorney 

**PROCEEDING:** Consent Agenda

**EXHIBITS:** Resolution  
Exhibit

### **BUDGET IMPACT**

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

From 1998 until June 2002, the City was involved in a series of projects to review the City's solid waste rate structure and the ordinance governing the City's solid waste and recycling system. The rate review study and analysis focused on financial reports in the hauling industry and identified, quantified, and tested the accuracy of disposal companies' transactions, billing cycles, revenues and operating costs for accuracy and completeness. As a result of that process, a new Solid Waste & Recycling ordinance was adopted and residential and commercial rates were adjusted.

The City entered into five-year agreement with Bell & Associates in 2004 to conduct annual financial reviews of Beaverton's franchised haulers, similar to the studies that had been conducted from 1998 to 2002.

### **INFORMATION FOR CONSIDERATION:**

The annual review of the 2004 financial reports was completed in August, resulting in eight weeks of discussions with Beaverton's franchisees about programs and rates. The discussions led to the following proposed outcomes:

- No changes to residential rates in 2005 or 2006;
- Implementation of a residential roll-cart recycling program (replacing bins with automated roll-cart collection by March 1, 2006 (roll-carts generally make recycling easier for residents and increase the volume of recycling);
- A decrease in commercial container rates, effective December 1, 2005;
- An increase in drop box and compactor rates (and a new methodology of calculating rates), effective December 1, 2005; and,
- Increases to cost-of-service levels for some special rates and services in both the residential and commercial sector.

**Agenda Bill No:** 05186



The attached rate structure exhibit replaces the rate structure adopted in 2002. (The red-line version highlights rates or definitions that have changed from the previously adopted version.)

**RECOMMENDED ACTION:**

Council adopt the Resolution establishing solid waste collection rates for residential, multi-family and commercial customers within the City of Beaverton effective for such services delivered on and after December 1, 2005.

**RESOLUTION NO. 3832**

**A RESOLUTION ESTABLISHING RATES  
FOR THE COLLECTION OF SOLID WASTE**

WHEREAS, Beaverton Code authorizes the Council to establish by resolution the maximum rates charged for solid waste collection by the City's franchised haulers; and

WHEREAS, Oregon Revised Statutes Chapter 459 grants the City the authority to regulate solid waste collection and mandates the development of recycling program; and

WHEREAS, Beaverton Code calls for the establishment of rates that are fair to the public, the Franchisee and the City, encourage waste reduction and promote safe, efficient collection; and,

WHEREAS, City-wide recycling volumes are expected to increase and Beaverton residents will benefit from the implementation of a roll-cart recycling program with increased recycling capacity and improved ease-of-use,

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

The rates set forth in the attached Exhibit A shall be the maximum rates that may be charged by franchised solid waste haulers within the City, effective for services rendered on and after December 1, 2005.

Adopted by the Council this \_\_\_\_ day of October, 2005.

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

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

ATTEST:

APPROVED:

\_\_\_\_\_  
Sue Nelson, City Recorder

\_\_\_\_\_  
Rob Drake, Mayor

# City of Beaverton

## Solid Waste and Recycling Rates and Services

EXHIBIT A  
RESOLUTION NO. 3832

October 17, 2005

### RESIDENTIAL RATES & SERVICES

(Monthly rates include: weekly solid waste, recycling and yard debris roll-cart services.)

20-gallon Roll-Cart	\$15.50
32-gallon Roll-Cart	\$18.00
60-gallon Roll-Cart	\$29.50
90-gallon Roll-Cart	\$37.00
Will-Call (per occurrence)	\$9.25
Recycling Only	\$4.95
Yard Debris Only	\$4.95

All cans/roll carts must be placed at curbside on the scheduled pick-up day, prior to 6:00 am.

### COMMERCIAL CONTAINER RATES & SERVICES (including recycling services)

Weekly Pickup Frequency

	One	Two	Three	Four	Five	Six
1-yard container	\$79.19	\$153.10	\$222.66	\$292.21	\$361.95	\$430.64
Each additional	\$58.53	\$113.63	\$168.60	\$223.57	\$278.67	\$316.93
1.5-yard container	\$104.72	\$195.45	\$286.09	\$376.74	\$467.46	\$556.99
Each additional	\$79.88	\$155.97	\$232.04	\$308.09	\$384.18	\$437.18
2-yard container	\$126.11	\$237.82	\$349.55	\$461.28	\$572.99	\$683.35
Each additional	\$101.26	\$198.35	\$295.49	\$392.64	\$489.73	\$557.46
3-yard container	\$168.72	\$322.60	\$476.41	\$630.22	\$784.10	\$936.02
Each additional	\$143.88	\$283.13	\$422.34	\$561.57	\$700.82	\$797.95
4-yard container	\$211.37	\$407.43	\$603.31	\$799.18	\$995.24	\$1,188.72
Each additional	\$186.52	\$367.94	\$549.24	\$730.53	\$911.95	\$1,038.47
5-yard container	\$253.93	\$492.06	\$730.07	\$968.06	\$1,206.20	\$1,441.30
Each additional	\$229.09	\$452.58	\$676.01	\$899.42	\$1,122.92	\$1,278.88
6-yard container	\$296.50	\$576.70	\$856.82	\$1,136.95	\$1,417.16	\$1,693.88
Each additional	\$271.65	\$537.22	\$802.77	\$1,068.30	\$1,333.89	\$1,519.29
8-yard container	\$382.46	\$746.80	\$1,111.18	\$1,475.56	\$1,839.91	\$2,199.87
Each additional	\$357.61	\$707.33	\$1,057.12	\$1,406.91	\$1,756.64	\$2,000.89

#### Compacted Containers:

- Rate is 2.25 times the loose container rate (from above chart).
- Are based on containers from one to four yards owned and maintained by the customer.
- The weight per yard shall not exceed 500 pounds.

# City of Beaverton

## Solid Waste and Recycling Rates and Services

October 17, 2005

### OTHER RATES/SERVICES

Extra Solid Waste (per can/roll-cart; 32-gallon capacity; per occurrence)	\$4.00
Extra Yard Debris (per Kraft bag or set-out up to 32-gallon capacity; per occurrence)	\$3.00
Additional Yard Debris Service (Monthly charge for weekly service of a second 60-gallon roll-cart)	\$4.00
Call-backs/Return for pickup of inaccessible can (per service call)	\$8.00
Off-curb Service Fee (Roll-cart services more than 5 feet from curb; per occurrence)	\$3.00
Over-capacity Fee (Fee charged when roll-cart is overfilled; per occurrence.)	\$2.00
 Commercial 32-gallon Solid Waste Roll-Cart (no yard debris service)	 \$17.00
Commercial 60-gallon Solid Waste Roll-Cart (no yard debris service)	\$28.50
Commercial 90-gallon Solid Waste Roll-Cart (no yard debris service)	\$36.00
Commercial Recycling Cart Service (Monthly charge, per roll-cart, per weekly pick-up)	\$8.00
Commercial Recycling Container Service (Monthly charge, per container, per weekly pick-up)	\$32.50
Commercial Access/Distance Fee (per container, per each 50-feet after first 50-feet; per occurrence)	\$3.00
Commercial Over-capacity Fee (allowed for overfilled containers; per estimated yard)	\$25.00
Commercial Over-weight Fee (allowed for containers over maximum weight, based on actual disposal costs.)	
Multi-family Recycling Services Fee (Only if using drop box or compactor; per unit, per month):	\$1.00
 Special Services and/or Bulky Waste Fee (per hour, plus disposal, if applicable)	 \$69.52
Account Reinstatement Fee (per occurrence)	\$35.00
NSF Check Fee (per occurrence)	\$35.00
Tire Disposal	Hourly Rate + Disposal Fee

### DROP BOX AND COMPACTOR SERVICES

#### Drop Box: Actual Disposal Cost and Fees, PLUS:

Delivery Fee (All drop box sizes):	\$49.00
Haul Fee (for 10-yard and 20-yard boxes):	\$105.00
Haul Fee (for 30-yard and 40-yard boxes):	\$120.00

#### Compactors: Actual Disposal Cost and Fees, PLUS:

Haul Fee:	\$142.00
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#### Other Drop Box & Compactor Notes/Charges:

- Actual Disposal Cost is rate charged at a Metro-approved landfill or transfer station.
- Fees include the operating margin and franchise fee.
- An additional charge of \$1.13 per mile, if round trip to landfill/transfer station is more than 24 miles.

Demurrage	10-yard or 20-yard box: per day after 48-hours	\$5.70
	30-yard box: per day after 48-hours	\$7.55
	40-yard box: per day after 48-hours	\$9.45



# City of Beaverton

## Solid Waste and Recycling Rates and Services

Updated for October 17, 2005

### RESIDENTIAL RATES & SERVICES

(Monthly rates include: weekly solid waste, recycling and yard debris roll-cart services.)

20-gallon Roll-Cart	\$15.50
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# City of Beaverton

## Solid Waste and Recycling Rates and Services

Updated for October 17, 2005

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Extra Yard Debris (per Kraft bag or set-out up to 32-gallon capacity; <b>per occurrence</b> )	\$3.00
Additional Yard Debris Service (Monthly charge for weekly service of a second 60-gallon roll-cart)	\$4.00
Call-backs/Return for pickup of inaccessible can ( <b>per service call</b> )	\$8.00
Off-curb Service Fee (Roll-cart services more than 5 feet from curb; <b>per occurrence</b> )	\$3.00
<b>Over-capacity Fee</b> (Fee charged when roll-cart is overfilled; <b>per occurrence.</b> )	<b>\$2.00</b>
Commercial 32-gallon Solid Waste Roll-Cart (no yard debris service)	\$17.00
Commercial 60-gallon Solid Waste Roll-Cart (no yard debris service)	\$28.50
Commercial 90-gallon Solid Waste Roll-Cart (no yard debris service)	\$36.00
<b>Commercial Recycling Cart Service</b> (Monthly charge, per roll-cart, per weekly pick-up)	<b>\$8.00</b>
<b>Commercial Recycling Container Service</b> (Monthly charge, per container, per weekly pick-up)	<b>\$32.50</b>
<b>Commercial Access/Distance Fee</b> (per container, per each 50-feet after first 50-feet; <b>per occurrence</b> )	<b>\$3.00</b>
<b>Commercial Over-capacity Fee</b> (allowed for overfilled containers; <b>per estimated yard</b> )	<b>\$25.00</b>
<b>Commercial Over-weight Fee</b> (allowed for containers over maximum weight, based on actual disposal costs.)	
<b>Multi-family Recycling Services Fee</b> (Only if using drop box or compactor; <b>per unit, per month</b> ):	<b>\$1.00</b>
Special Services <b>and/or Bulky Waste Fee</b> (per hour, <b>plus disposal</b> , if applicable)	\$69.52
Account Reinstatement Fee ( <b>per occurrence</b> )	\$35.00
NSF Check Fee ( <b>per occurrence</b> )	\$35.00
<b>Automation Non-Participant</b>	<b>\$15.00</b>
Tire Disposal	Hourly Rate + Disposal Fee

### DROP BOX AND COMPACTOR SERVICES

#### Drop Box: Actual Disposal Cost **and Fees**, PLUS:

Delivery Fee (All drop box sizes):	\$49.00
Haul Fee (for 10-yard and 20-yard boxes):	\$105.00
Haul Fee (for 30-yard and 40-yard boxes):	\$120.00

#### Compactors: Actual Disposal Cost **and Fees**, PLUS:

Haul Fee:	\$142.00
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#### Other **Drop Box & Compactor** Notes/Charges:

- Actual Disposal Cost is rate charged at a Metro-approved landfill or transfer station.
- Fees include **the operating margin** and franchise fee.
- An additional charge of \$1.13 per mile, if round trip to landfill/transfer station is more than 24 miles.

Demurrage	10-yard or 20-yard box: per day after 48-hours	\$5.70
	30-yard box: per day after 48-hours	\$7.55
	40-yard box: per day after 48-hours	\$9.45

**Stationary Compactor Boxes** ~~\$124.79 or \$7.54 per compacted yard (whichever is greater) per pick-up, plus actual disposal cost and fees.~~

## AGENDA BILL

Beaverton City Council  
Beaverton, Oregon

**SUBJECT:** A Resolution Increasing the Franchise Fee  
for Commercial Solid Waste Collections

**FOR AGENDA OF:** 10/17/05 **BILL NO:** 05187

**Mayor's Approval:**

*Bob Drake*

**DEPARTMENT OF ORIGIN:** Mayor's Office *Lo*

**DATE SUBMITTED:** 10/10/05

**CLEARANCES:** City Attorney *WS*

**PROCEEDING:** Consent Agenda

**EXHIBITS:** Resolution

### **BUDGET IMPACT**

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

Beaverton Code Section 4.08.230, adopted by Council in 2002, imposes separate franchise fees for commercial and residential solid waste collections within Beaverton. Franchisees pay a fee equal to 4.0 percent of cash receipts on residential service and 4.5 percent of cash receipts on commercial services (including multi-family accounts).

### **INFORMATION FOR CONSIDERATION:**

The same Code section further provides that "The City Council by resolution may change the amount and computation of Franchise Fees from time to time. The Council by resolution may reallocate the Franchise Fee percentages for different customer groups, such as residential or commercial, if such a reallocation mitigates a cost of service disparity that is not fully corrected through the rate setting process. In order to do so, the Mayor must be able to demonstrate that overall equity among the Franchisees is improved. Such a reallocation may not materially reduce the amount of total Franchise Fee Revenue obtained by the City."

In separate action the Council will consider reducing commercial solid waste collection rates, effective December 1, 2005. In order to maintain existing levels of City Franchise Fee revenue despite the rate reduction; to mitigate a disparity between haulers who collect primarily residential accounts as opposed to those who collect in both residential and commercial sections of the City; to provide funding to maintain current multi-family outreach efforts; and, to study the potential of developing an organics recycling program, an increase in the franchise fee for commercial collections is warranted.

### **RECOMMENDED ACTION:**

Council adopt the Resolution increasing the franchise fee on commercial sector solid waste and recycling collections from 4.5 percent to 5.5 percent, effective December 1, 2005 if it approves the Resolution reducing the rate for commercial solid waste collection.

**RESOLUTION NO. 3833**

**A RESOLUTION INCREASING THE FRANCHISE FEE FOR  
COMMERCIAL SOLID WASTE COLLECTIONS**

WHEREAS, Beaverton Code authorizes the Council to establish by resolution the maximum rates charged for solid waste collection by the City's franchised haulers; and

WHEREAS, Oregon Revised Statutes Chapter 459 grants the City the authority to regulate solid waste collection and mandates the development of recycling program; and

WHEREAS, Beaverton Code 4.08.230 allows for the Council to change the amount and computation of Franchise fees from time to time;

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

The franchise fee for commercial and drop box collections is increased to 5.5 percent for all such services delivered on and after December 1, 2005.

Adopted by the Council this \_\_\_\_ day of October, 2005.

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

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

ATTEST:

APPROVED:

\_\_\_\_\_  
Sue Nelson, City Recorder

\_\_\_\_\_  
Rob Drake, Mayor

## AGENDA BILL

Beaverton City Council  
Beaverton, Oregon

**SUBJECT:** A Resolution Adopting an  
Intergovernmental Agreement with Metro  
Regional Government for Implementation of  
the Annual Waste Reduction Plan

**FOR AGENDA OF:** 10/17/05 **BILL NO:** 05188

**Mayor's Approval:** 

**DEPARTMENT OF ORIGIN:** Mayor's Office 

**DATE SUBMITTED:** 9/20/05

**CLEARANCES:** Finance   
City Attorney 

**PROCEEDING:** Consent Agenda

**EXHIBITS:** Resolution  
Metro IGA  
Year 16 Partnership Plan

### **BUDGET IMPACT**

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

All jurisdictions in the service area of Metro are required under Metro's *Regional Solid Waste Management Plan* (RSWMP) to implement an annual waste reduction work plan. The regional plans emphasize waste prevention and reduction and resource conservation with a commitment to public education, technical assistance and consistent cooperation with local governments. Representatives from each jurisdiction create partnership plans for waste reduction and meet regularly with one another and private industry representatives throughout the year to coordinate waste reduction efforts. Each year participating jurisdictions are asked to sign an intergovernmental agreement and approve the work plan.

### **INFORMATION FOR CONSIDERATION:**

This is the 16<sup>th</sup> year (FY 05-06) Metro will provide funding to local jurisdictions to support regional solid waste and recycling efforts. In accordance with Metro requirements, staff submitted and Metro accepted, Beaverton's "Year 16 Metro and Local Government Partnership Plan for Waste Reduction" (see exhibits) in June 2005. Based on the submittal, Beaverton's funding will be \$33,557.00 (\$562 more than the amount received in FY 04-05 and was included in the adopted budget).

### **RECOMMENDED ACTION:**

Council adopt the resolution authorizing the Mayor to sign an Intergovernmental Agreement with Metro Regional Government for implementation of the Annual Solid Waste Plan in a form approved by the City Attorney.

RESOLUTION NO. 3834

**A RESOLUTION ADOPTING AN INTERGOVERNMENTAL  
AGREEMENT WITH METRO REGIONAL GOVERNMENT  
FOR IMPLEMENTATION OF THE ANNUAL WASTE  
REDUCTION PLAN.**

WHEREAS, all jurisdictions in the service area of Metro are required under Metro's Regional Solid Waste Management Plan (RSWMP) to implement an annual waste reduction work plan (Exhibit A); and

WHEREAS, the City Council of the City of Beaverton recognizes the need to reduce solid waste disposal through reuse, recycling and other methods; and

WHEREAS, in accordance with the policy established by the City of Beaverton City Council, a solid waste reduction program is being coordinated by the City of Beaverton in cooperation with other local governments, and Beaverton haulers; now therefore:

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEAVERTON,  
OREGON:**

The Council adopts the Intergovernmental Agreement with Metro Regional Government for implementing the Annual Waste Reduction Program that is attached to this Resolution (Exhibit A) and incorporated by this reference.

Adopted by the Council on this \_\_\_\_ day of \_\_\_\_\_, 2005.

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

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

ATTEST:

APPROVED:

\_\_\_\_\_  
Sue Nelson, City Recorder

\_\_\_\_\_  
Rob Drake, Mayor



EXHIBIT A  
RESOLUTION NO. 3834

Metro Contract No. 926682

**INTERGOVERNMENTAL AGREEMENT**

THIS AGREEMENT, entered into under the provisions of ORS Chapter 190, is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, and the CITY OF BEAVERTON, hereinafter referred to as "Contractor", whose address is PO Box 4755, Beaverton, OR 97076

In exchange for the promises and other valuable consideration set forth below, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to establish the responsibilities of the parties in implementing the Metro and Local Government Annual Waste Reduction Plan: Maintenance of Existing Programs.
2. Term. This Agreement shall be effective July 1, 2005, and shall remain in effect through June 30, 2006 unless earlier terminated in conformance with this Agreement.
3. Services Provided. Contractor and Metro shall perform the services described in the attached Scope of Work, which is made part of this Agreement by reference, and otherwise fully comply with the provisions in the attached Scope of Work (Attachments A and B).
4. Payment for Services. Metro shall pay Contractor for services performed and materials delivered in the maximum sum of THIRTY-THREE THOUSAND FIVE HUNDRED FIFTY-SEVEN NO/100THS DOLLARS (\$33,557.00) in the manner and at the time designated in the Scope of Work, Attachment A.
5. Insurance. Contractor agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement to levels necessary to protect against public body liability as specified in ORS 30.270. Contractor also agrees to maintain for the duration of this Agreement, Workers' Compensation Insurance coverage for all its employees as a self-insured employer, as provided by ORS Chapter 656, or disability coverage under its

Disability, Retirement and Death Benefits Plan.

6. Indemnification. To the maximum extent permitted by law, Contractor shall hold harmless Metro, its officers and employees from any claims or damages to property or injury to persons or for any penalties or fines, which may be occasioned in whole or in part by Contractor's performance of this Agreement.

7. Termination. This Agreement may be terminated by either party without cause upon giving 90 days written notice of intent to terminate. This Agreement may be terminated with less than 90 days notice if a party is in default of the terms of this Agreement. In the case of a default, the party alleging the default shall give the other party at least 30 days written notice of the alleged default, with opportunity to cure within the 30-day period.

8. State Law Constraints. Both parties shall comply with the public contracting provisions of ORS Chapter 279, and to the extent those provisions apply, they are incorporated into this Agreement by reference. Specifically, it is a condition of this Contract that all employers working under this Agreement are subject employers that will comply with ORS 656.017.

9. Notices. Legal notice provided under this Agreement shall be delivered personally or by certified mail to the following individuals:

**For Contractor:**

Scott Keller  
City of Beaverton  
PO Box 4755  
Beaverton, OR 97076

**For Metro:**

Office Of Metro Attorney  
Metro  
600 NE Grand Avenue  
Portland, OR 97232-2736

Informal coordination of this Agreement will be conducted by the following designated Project managers:

**For Contractor:**

Scott Keller  
City of Beaverton  
PO Box 4755  
Beaverton, OR 97076  
(503) 526-2217  
FAX (503) 526-3730

**For Metro:**

Jennifer Erickson  
Metro  
600 NE Grand Ave.  
Portland, OR 97232  
(503) 797-1647  
FAX (503) 797-1795

Contractor may change the above- designated Project Manager by written notice to Metro. Metro may change the above-designated Project Managers by written notice to Contractor.

10. Attorney Fees. In the event of any litigation concerning this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to an appellate court.

11. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any condition, be assigned or transferred by either party without prior written approval by the other party.

12. Integration. This writing contains the entire Agreement between the parties, and may only be amended by written instrument, signed by both parties.

13. Severability. If any portion of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken.

This Agreement is dated as of the last signature date below.

CITY OF BEAVERTON

METRO

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

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

\_\_\_\_\_  
Print name and title

\_\_\_\_\_  
Print name and title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attachment A

**SCOPE OF WORK**

**I. Task: Funding for Year 16 of the Metro and Local Government Annual Waste Reduction Plan: Maintenance of Existing Programs**

- a) Term: July 1, 2005 to June 30, 2006
- b) Contractor's responsibilities. Contractor shall:
  - 1. Provide to Metro a copy of the Contractor's Resolution or Ordinance approving this Intergovernmental Agreement including all of its attachments.
  - 2. Ensure that by June 30, 2006, the minimum activities specified in Attachment B, the "Planned Maintenance Activities" have been completed.
  - 3. On or before August 1, 2006, submit the following:
    - A) Attachment B with all reporting sections fully filled out.
    - B) Demonstrate compliance with OAR 340-090-0040.
- c) Metro Responsibilities. Metro shall:
  - 1. Provide technical assistance to Contractor as necessary to develop, execute, monitor, and evaluate the project.
  - 2. Provide assistance to Contractor on promotional and educational activities.
  - 3. Monitor the general project progress and review as necessary the Contractor's accounting records relating to project expenditures.
- d) Budget and Terms of Payment:

Upon completion of tasks in section (b)(1) of this Scope of Work, but no later than June 30, 2006, Metro shall pay contractor \$33,557 in one lump sum. Contractor and Metro recognize that the Metro and Local Government Annual Waste Reduction Plan: Maintenance of Existing Programs is a multi-year program and that future rounds of funding will depend in part on Contractor's performance in implementing Maintenance Activities during the term of this contract.

# **CITY OF BEAVERTON Annual Waste Reduction Plan**



**Year 16: 2005-2006  
June 1, 2005**



## **PROGRAM OVERVIEW**

The FY 2005-06 allocation for the City of Beaverton is \$33,557. This represents 11.0% of the overall City solid waste and recycling budget.

The City of Beaverton has 2.5 FTE assigned to the Solid Waste and Recycling Program in the Office of the Mayor. The manager of the program is 0.5 FTE (remaining time is in other programs) and performs overall program planning supervision; the Commercial Waste Reduction Coordinator is 1.0 FTE and provides technical assistance to Beaverton businesses and commercial waste reduction and recycling planning; the Community Liaison is 1.0 FTE focusing on residential (including multi-family) solid waste and recycling issues.

The Commercial Waste Reduction Coordinator is funded partially by Metro Commercial Technical Assistance (CTAP) grant funds. The City has hired several part-time staff members to assist with commercial outreach, and intends to continue these activities in FY 2005-06.

A phone line dedicated to solid waste and recycling issues is published in phone directories and City publications for easy access of citizens to information. City staff is in frequent contact with Metro RIC staff to provide accurate information to citizens and businesses.

A city newsletter (YOUR CITY) is published eight times per year. Each regular issue is distributed to approximately 51,000 households and businesses and provides information on recycling and waste prevention issues, as well as upcoming events.

In addition to the newsletter, the Solid Waste and Recycling Program make information available to residents and businesses at various City functions such as: Open Houses, the Mayor and City Council's Picnics in the Park, and self-help stands in City Hall. We offer educational brochures through several published articles and on the City's Web site.

This year, City staff created seven infomercials to be aired on public access TV and on the City's website that educate about recycling, garbage, yard debris, glass preparation, safety and general services available to City residents.

The Solid Waste and Recycling Program has also initiated a full scale education program for Beaverton's top 40 multi-family complexes to improve recycling opportunities for apartment residents (approximately 50% of Beaverton's population). In FY 2005-06, the City will move to the next phase of the project, by continuing to expand assistance and tools to reach the remaining portions of the city.

## PLANNED MAINTENANCE ACTIVITIES FOR FISCAL YEAR 2005-06

The Program Plan Table is divided into two sections: Planning and Reporting. The planning section lists program areas under the header marked "Tasks," which are to be completed in detail by local governments. All outreach, education, collection and other existing program efforts are to be listed under each task area with an associated implementation date noted under the heading "Planned Date." The section header "R/WP/B" identifies whether this particular program or activity is primarily recycling (R), waste prevention (WP) or both (B). This notation is to assist Metro in collecting data for annual reporting to the Department of Environmental Quality on the region's waste prevention activities. The completed planning section of the table is due to Metro no later than June 1, 2005.

PLANNING			REPORTING	
Tasks	Planned Date	R/WP/B	Implemented Date	Implementation Status/Results
<b>Residential</b>				
<ul style="list-style-type: none"> <li>▪ Identify and undertake a specific curbside recycling outreach activity for an existing program. General Commingling information and/or roll-cart recycling information.(required)</li> <li>• Creation and airing of at least 3 TV infomercials that educate about the preparation of recycling, garbage, yard debris, and general services available to City residents.</li> <li>• Articles in six regular issues of the YOUR CITY newsletter regarding waste prevention, recycling, and community gardens.</li> <li>▪ Mail Neighborhood Clean-up Day information to residents.</li> <li>▪ Distribute recycling and waste prevention information at Beaverton events: Open houses, Collection events, and the Mayor's Picnics in the Park.</li> </ul>	<div>Spring 2006</div> <div>Fall 2005</div> <div>Every other Month</div> <div>Spring 2006</div> <div>Ongoing</div>	<div>B</div> <div>B</div> <div>B</div> <div>R</div> <div>B</div>		

<ul style="list-style-type: none"> <li>▪ Provide Junk Mail Address Removal Kits to residents.</li> </ul>	Ongoing	WP		
<ul style="list-style-type: none"> <li>▪ Provide City and Metro brochures to residents upon request (advertised periodically in mailings, City newsletter and Web site).</li> </ul>	Ongoing	B		
<ul style="list-style-type: none"> <li>▪ Continue monitoring commingling program and recycling participation.</li> </ul>	Ongoing	B		
<b>Multifamily</b>				
<ul style="list-style-type: none"> <li>▪ Monitor recycling practices and procedures at multifamily complexes</li> </ul>	Ongoing	R		
<ul style="list-style-type: none"> <li>• Work with haulers to encourage continued movement toward a City-wide two-stream commingled collection, including an emphasis to keep glass separate from all other materials.</li> </ul>	Ongoing	R		
<ul style="list-style-type: none"> <li>▪ Provide City and Metro brochures to residents upon request (advertised periodically in City publications and on City Web site).</li> </ul>	Ongoing	B		
<ul style="list-style-type: none"> <li>▪ Continue outreach and maintenance of the "In The Bag" recycling education program for apartment complexes in Beaverton.</li> </ul>	Ongoing	R		
<b>Hom Composting</b>				
<ul style="list-style-type: none"> <li>▪ Promote home composting with brochures available at events and at City Hall.</li> </ul>	Ongoing	WP		

▪ Include educational articles in YOUR CITY newsletter about home composting.	Ongoing	WP		
<b>Commercial</b>				
▪ Advertise CTAP program assistance to businesses via City mailings and website (City newsletter, etc.).	Ongoing	B		
▪ Distribute a recycling/waste reduction newsletter to businesses semi-annually.	Ongoing	B		
▪ Provide waste valuations to businesses.	Ongoing	B		
▪ Provide desk-side and central collection recycling containers to businesses upon request as a part of the City's on-site visitation program.	Ongoing	R		
▪ Work with haulers to evaluate and improve services at businesses.	Ongoing	B		
▪ Participate in regional Commercial Recovery Work Group.	Ongoing	B		
<b>Construction &amp; Demolition</b>				
▪ Distribute C&D Toolkit at the self-help stand outside the City Building Department.	Ongoing	B		
▪ Participate in regional Construction and Demolition Work Group.	Ongoing	B		
• Continue developing protocols with City developers to review garbage service options when plans are submitted to planning department.	Ongoing	R		

<b>Household Hazardous Waste</b>				
▪ Brochures available at self-help stand at City Hall.	Ongoing	WP		
▪ Articles in two YOUR CITY Newsletter issues.	Ongoing	WP		
▪ Offer information about Metro's Hazardous Waste round-ups, facilities and general information.	Ongoing	WP		
<b>Regional Planning Support</b>				
▪ Participate in regional planning groups, including: L.G.R.C., Commercial Recovery Work Group, Construction and Demolition Work Group, Organics Work Group, Solid Waste Directors, and other special regional planning groups (such as roll cart recycling).	Ongoing	B		
<b>School Outreach and Education</b>				
▪ Provide information to Beaverton schools on available resources for waste prevention and recycling curriculum.	Ongoing	R		
▪ Provide information about recycling programs and grants available and assist Metro coordinator with promoting Oregon Green Schools	Ongoing	B		

Other				
<ul style="list-style-type: none"> <li>Report jurisdictional solid waste and recycling data to Metro. (required)</li> </ul>	Ongoing	R		
<ul style="list-style-type: none"> <li>Participate in at least one regional waste reduction planning group (required)</li> </ul>	Ongoing	WP		
<ul style="list-style-type: none"> <li>Update and continue to monitor effectiveness of brochures and other publications about recycling, disposal, and waste prevention (in conjunction with other jurisdictions, as appropriate).</li> </ul>	Ongoing	B		
<ul style="list-style-type: none"> <li>Provide waste prevention and recycling information on the City website (<a href="http://www.beavertonoregon.gov/departments/recycling">www.beavertonoregon.gov/departments/recycling</a>).</li> </ul>	Ongoing	B		
<ul style="list-style-type: none"> <li>Publicize information about opportunities for electronics recycling and reuse.</li> </ul>	Ongoing	R		

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## AGENDA BILL

**B** averton City Council  
B averton, Oregon

**SUBJECT:** A Resolution Adopting an  
Intergovernmental Agreement with Metro  
Regional Government for Multifamily  
Recycling Education and Outreach Funding

**FOR AGENDA OF:** 10/17/05 **BILL NO:** 05189

**Mayor's Approval:** 

**DEPARTMENT OF ORIGIN:** Mayor's Office 

**DATE SUBMITTED:** 09/20/05

**CLEARANCES:** Finance   
City Attorney 

**PROCEEDING:** Consent Agenda

**EXHIBITS:** Resolution  
Metro IGA

### **BUDGET IMPACT**

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

### **HISTORICAL PERSPECTIVE:**

All jurisdictions in the service area of Metro are required under Metro's *Regional Solid Waste Management Plan* (RSWMP) to implement an annual waste reduction work plan. The regional plans emphasize waste prevention and reduction and resource conservation with a commitment to public education, technical assistance and consistent cooperation with local governments.

The Targeted Competitive Waste Reduction Assistance Grant program is a component of the RSWMP designed to supplement program funding available through the Annual Partnership Plan for Waste Reduction. These grants are intended to assist local jurisdictions and their partners in targeting the RSWMP waste reduction practices that are not addressed in other program plans, for which other sources of funding are not available, and to support creative methods for addressing solid waste issues.

Applicants are required to provide a 50% match to funds requested (\$0.50 for every dollar requested). This match may be dollars, in-kind services or a combination of both and may be provided by some or all partners. (Beaverton's match will come from a combination of staff time working on the project and from already budgeted funding of the Solid Waste & Recycling Program.) Each year, Metro specifies a focus area or target for this competitive grant program. The FY 2005-06 focus is the multifamily sector (for the second year in a row).

### **INFORMATION FOR CONSIDERATION:**

Multifamily recycling in the City of Beaverton received little attention until mid-2003. Attention was given to property managers and tenants who contacted the City, but there was no pro-active program for apartment complexes. In early 2003, staff performed an initial survey of Beaverton apartment complexes and their respective levels of garbage and recycling service. At the time of this analysis, the

**Ag nda Bill No:** 05189



City's multifamily communities were generally collecting source-separated recycling. Since that time, most of Beaverton changed to two-stream commingled collection of recycling (all materials mixed, with glass separate).

Following the initial survey, City staff began a six-month outreach program that included on-site visits to the forty largest multifamily communities (representing 69% of all apartment units in the City). These visits proved successful in establishing a relationship with property managers and the distribution of education materials. These early relationships led to a multi-faceted pilot project intended to test the effectiveness of improved recycling depot signage and the use of MF recycling tote bags.

In FY 04-05, Beaverton received a grant from this program in the amount of \$32,075 to install recycling signage at recycling depots at the approximately 200 apartment complexes in the City, to provide an booklet of information to educate residents and to distribute recycling tote bags to give residents a "tool" to carry recyclables from their apartments to the depot. To date, staff has distributed over 12,000 tote bags and installed over 250 signs.

Based on these findings and coinciding with the area of focus for this fiscal year, staff applied for a Targeted Competitive Grant from Metro to fund to continue education of Beaverton apartment residents by creating and distributing an informational refrigerator magnet for apartment residents and distributing a "Recycling Information Tool Kit" to apartment complex property managers. The City was awarded \$9,570 for these efforts.

**RECOMMENDED ACTION:**

Council adopt the resolution authorizing the Mayor to sign, in a form approved by the City Attorney, an Intergovernmental Agreement with Metro Regional Government for implementation of the Multifamily Sector Targeted Competitive Grant Award Scope of Work, and direct the Finance Director to include the \$9,570 in grant revenues and associated grant expenditures in the next Supplemental Budget.

RESOLUTION NO. 3835

**A RESOLUTION ADOPTING AN INTERGOVERNMENTAL  
AGREEMENT WITH METRO REGIONAL GOVERNMENT  
FOR MULTIFAMILY RECYCLING EDUCATION AND  
OUTREACH FUNDING**

WHEREAS, all jurisdictions in the service area of Metro are required under Metro's Regional Solid Waste Management Plan (RSWMP) to implement an annual waste reduction work plan (Exhibit A); and

WHEREAS, the City Council of the City of Beaverton recognizes the need to reduce solid waste disposal through reuse, recycling and other methods; and

WHEREAS, in accordance with the policy established by the City of Beaverton City Council, the City has developed a plan to increase outreach and education to managers and residents of the City's Multifamily housing complexes; now therefore:

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEAVERTON,  
OREGON:**

The Council adopts the Intergovernmental Agreement with Metro Regional Government for implementing the Targeted Competitive Grant Program that is attached to this Resolution as Exhibit A and incorporated by this reference.

Adopted by the Council on this \_\_\_\_ day of \_\_\_\_\_, 2005.

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

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

ATTEST:

APPROVED:

\_\_\_\_\_  
Sue Nelson, City Recorder

\_\_\_\_\_  
Rob Drake, Mayor

EXHIBIT A  
RESOLUTION NO. 3835

Metro Contract No. 926717

**INTERGOVERNMENTAL AGREEMENT**

THIS AGREEMENT, entered into under the provisions of ORS Chapter 190, is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, and the CITY OF BEAVERTON, hereinafter referred to as "Contractor", whose address is PO Box 4755, Beaverton, OR 97076.

In exchange for the promises and other valuable consideration set forth below, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to establish the responsibilities of the parties in implementing the Targeted Competitive Waste Reduction Assistance Grant awarded to the City of Beaverton.

2. Term. This Agreement shall be effective by last signature date and shall remain in effect through June 30, 2006 unless earlier terminated in conformance with this Agreement.

3. Services Provided. Contractor and Metro shall perform the services described in the attached Scope of Work, which is made part of this Agreement by reference, and otherwise fully comply with the provisions in the attached Scope of Work.

4. Payment for Services. Metro shall pay Contractor for services performed and materials delivered in the maximum sum of NINE THOUSAND, FIVE HUNDRED SEVENTY AND NO/100THS DOLLARS (\$9,570.00) in the manner and at the time designated in the Scope of Work, "Project Budget/Terms of Payment."

5. Insurance. Contractor agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement to levels necessary to protect against public body liability as specified in ORS 30.270. Contractor also agrees to maintain for the duration of this Agreement, Workers' Compensation Insurance coverage for all its employees as a self-insured employer, as provided by ORS chapter 656, or disability coverage under its Disability, Retirement and Death Benefits Plan.

6. Indemnification. To the maximum extent permitted by law, Contractor shall hold harmless Metro, its officers and employees from any claims or damages to property or injury to persons or for any penalties or fines, which may be occasioned in whole or in part by Contractor's performance of this Agreement.

7. Termination. This Agreement may be terminated by either party without cause upon giving 90 days written notice of intent to terminate. This Agreement may be terminated with less than 90 days notice if a party is in default of the terms of this Agreement. In the case of a default, the party alleging the default shall give the other party at least 30 days written notice of the alleged default, with opportunity to cure within the 30-day period.

8. State Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapter 279, and to the extent those provisions apply, they are incorporated into this Agreement by reference. Specifically, it is a condition of this Contract that all employers working under this Agreement are subject employers that will comply with ORS 656.017.

9. Notices. Legal notice provided under this Agreement shall be delivered personally or by certified mail to the following individuals:

For Contractor:  
Scott Keller  
City of Beaverton  
PO Box 4755  
Beaverton, OR 97076

For Metro:  
Office of General Counsel  
Metro  
600 NE Grand Avenue  
Portland, OR 97232-2736

Informal coordination of this Agreement will be conducted by the following designated Project Managers:

For Contractor:  
Scott Keller  
City of Beaverton  
PO Box 4755  
Beaverton, OR 97076  
(503) 526-2217  
FAX (503) 526-3730

For Metro:  
Jennifer Erickson  
Metro  
600 NE Grand Ave.  
Portland, OR 97232  
(503) 797-1647  
FAX (503) 797-1795

Contractor may change the above- designated Project Manager by written notice to Metro. Metro may change the above- designated Project Manager by written notice to Contractor.

10. Attorney Fees. In the event of any litigation concerning this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to an appellate court.

11. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any condition, be assigned or transferred by either party without prior written approval by the other party.

12. Integration. This writing contains the entire Agreement between the parties, and may only be amended by written instrument, signed by both parties.

13. Severability. If any portion of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken.

This Agreement is dated as of the last signature date below.

CITY OF BEAVERTON

METRO

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

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

\_\_\_\_\_  
Print name and title

\_\_\_\_\_  
Print name and title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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ATTACHMENT A

**SCOPE OF WORK**

A) Term: Last signature date to June 30, 2006.

B) Contractor's Responsibilities

Contractor shall:

- 1) Provide Metro a copy of any agreements between the Contractor and any project subcontractors for implementation of this program on Contractor's behalf and representing Contractor with regard to this Intergovernmental Agreement, if applicable.
- 2) Submit a one to two-page interim progress report to Metro no later than 90 days from contract execution date.
- 3) Ensure that by June 30, 2006 the minimum activities specified in the Targeted Competitive Waste Reduction Assistance Grant Application (Attachment B) have been completed. In the event that Contractor learns that any or all tasks will not be implemented as described in Attachment B, Contractor shall immediately notify Metro in writing.
- 4) Submit a final report to Metro on or before August 31, 2006. Report must demonstrate how the project has met the criteria stated in the grant application form (Attachment C), and the impacts the project has had on the prevention, recycling, and recovery of waste.

C) Metro Responsibilities

Metro shall:

- 1) Provide technical assistance to the Contractor as necessary to develop, execute, monitor, and evaluate the projects.
- 2) Review and approve any modifications to the Scope of Work prior to implementation.
- 3) Review the Contractor's accounting records relating to project expenditures.

D) Budget and Terms of Payment

Metro shall pay Contractor \$9,570 in one lump sum upon contract execution.

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Attachment B

**APPLICATION FORM  
TARGETED COMPETITIVE WASTE REDUCTION ASSISTANCE GRANTS  
2005-06**

**Project Title: Property Manager Tool Kits and Tenant Education Magnets**

Local Government: City of Beaverton  
Amount Requested: \$19,000.00  
Amount Awarded: \$9,570.00

Contact Person: Scott Keller / Cindy Tatham  
Phone Number: (503) 526-2217

Organizations formally involved: *City of Beaverton, Solid Waste and Recycling*

Please provide the following information:

**I. Briefly describe how your project addresses the area of focus (or alternative).**

Beaverton's 2004 population is estimated at 80,010, with nearly 50% of these residents living in multi-family complexes. Of the estimated 220 Beaverton multi-family complexes with five or more units, the 40 largest account for 69% of the total number of units.

In 2004 through a grant from Metro, Beaverton staff initiated an education program that was composed of two parts:

1. Distribution of an information booklet and recycling tote bag to apartment residents starting in the largest 40 complexes and working towards the smaller complexes.
2. Installing signs at recycling depots to educate and remind residents that recycling is available at their complex.

In 2005, to build on the previous years efforts, the City plans a two-pronged approach to continued education by continuing to work with apartment residents and their property managers.

Part A: Residents

The City would provide a "Commingling Instruction Magnet" that would serve as an educational tool to new and established residents. The magnet would explain in detail (images and text) what, how, and where materials can be recycled at their complex in the same style as the signs installed in 2004-05. Additionally, the apartment magnets would provide the City's contact information for residents should they have a specific question or a desire for more educational materials.

Part B: Property Managers

It became apparent that even though Oregon State law requires property managers to provide recycling to tenants and notify them annually of this opportunity, it does not happen regularly. Most property managers are unaware of state and local requirements and are complacent about educating their tenants.

In 2004, Beaverton sent a box of materials to property managers at the top 40 complexes that included map sheets, samples of the recycling tote bags, an education booklet, and a general introduction letter to our program. The results were positive with many property managers specifically commenting on the helpful contents of the box.

The materials from the boxes were delivered door-to-door at many complexes. Beaverton would like to use this approach to initiate an annual mailing of a "Tool Kit" to the property managers and provide tools to meet annual tenant notification requirements. Annual notification is expected to encourage interaction between property managers and City staff and should keep garbage/recycling issues from stagnating.



**II. Provide a detailed description of proposed program including purpose and goals of the project.**

As part of our continued multifamily education campaign, 20,000 magnets would be created that match our existing multifamily signage and educational materials. The magnets would be distributed primarily through direct mail with some door-to-door outreach, with the goal being to get a magnet to each unit in Beaverton. High turnover rates in the multifamily sector warrant continued and creative education. It is important to reach both the new tenants and to remind existing tenants of current recycling options. A survey will be created to receive feedback about the magnet's effectiveness.

The property manager Tool Kit would test an annual mailing of materials to property managers in Beaverton. The Tool Kit would be labeled in such a way that it would stand out from other mail. The packet would contain information such as:

- A brief summary of the City Recycling Program
- An introduction letter and explanation of state law and resources available to them
- A successful local case study
- An invitation to contact City staff and meet with hauler to assist or review their service level.
- Maps of recycling areas and recycling education sheets for distribution (individualized to specific complexes, when possible)

Beaverton's 2005-06 outreach project would act as a timely follow up by supplementing to last year's door-to-door outreach.

**III. Identify the specific RSWMP practice(s) the grant will help to support and illustrate the relationship of the project to the goals and objectives in the Regional Solid Waste Management Plan.\***

- a. *Residential Waste Reduction, Page 7-1, Overview of Recommended Practices – Expand the opportunity to recycle*
- b. *Residential Waste Reduction, Page 7-2, Overview of Recommended Practices – Maintain flexibility and encourage innovation*

**IV. Identify the targeted waste stream(s) this project will address.**

This project would target multi-family garbage and recycling service provisions and provide an opportunity to support and educate property managers. The tenants would benefit by being reminded of current recycling opportunities available at that complex. Annual notification would keep recycling on the property manager's radar, keep education materials and recycling systems current, thereby reducing unnecessary contamination and increasing recycling participation overall.

**V. Identify the problem or need that is being addressed by this project.**

Property managers and tenants change frequently and are often unaware of the recycling opportunities and tenant notification requirements. Managers and tenants both frequently express frustration about having (or not having) a successful recycling program – this project would provide information to help educate everyone involved. Property Managers do not always consider garbage and recycling as important utilities and this should prompt an annual review of service levels and needs. This Tool Kit and magnet would serve as a recycling reminder as well as supporting state law and providing communication with property managers.

**VI. Describe the measurement and accountability tools and methods that will be used to gauge progress and success.**

The City would measure project effectiveness through surveys of both property managers and tenants:

Property Managers would receive a postage-paid survey card in their Tool Kit (as well as an online option for completing the survey). If the response is low, a phone survey would be conducted to increase the

sample size. The survey would ask property managers if they found this reminder useful, if they distributed the provided materials and if they needed additional services or to meet with their hauler.

Tenants would receive a postage-paid survey card with their magnet that would inquire about their recycling practices and the effectiveness of the magnet in their household.

**VII. Describe the program's intended results and expected impacts.**

This program is intended to:

- Increase the volume of recycling at apartment complexes
- Remind property managers of state law
- Educate and remind tenants about current commingling practices
- Prompt property managers to conduct a comprehensive service review of garbage and recycling services at their complex
- Address any hauler issues - garbage or recycling
- Use this an opportunity for improvement or change

**VIII. Describe how this program will benefit the region and its transferability to other jurisdictions.**

The magnet and Tool Kit could be reproduced by neighboring jurisdictions to consistently and annually educate property managers and tenants about recycling. The long term effects of this consistent education would transfer from region to region as property managers often rotate from complex to complex throughout the region and state. This would provide the opportunity for new tenants to be informed.

**IX. Describe how the local government and partners will provide the required 50% match.**

Budget Item Description	Expense Category	Number of Pieces or Hours	Cost per Piece or Hour	TOTAL EXPENSE	Metro Contribution	City Contribution
<b>TOOL KIT PROJECTED BUDGET</b>						
Postage Costs	Materials	220	\$ 4.00	\$ 880.00		\$ 880.00
Mailing Supplies	Materials	220	\$ 2.00	\$ 440.00	\$ 440.00	
Printed Materials	Materials	220	\$ 4.00	\$ 880.00	\$ 880.00	
Preparation & Design (graphics work, stuffing, mail preparation, etc.)	Staff Time	75	\$ 40.00	\$ 3,000.00		\$ 3,000.00
Monitoring and Final Report	Staff Time	40	\$ 40.00	\$ 1,600.00		\$ 1,600.00
				\$ 6,800.00	\$ 1,320.00	\$ 5,480.00
<b>MAGNET PROJECTED BUDGET</b>						
Graphic Design	Staff Time	15	\$ 40.00	\$ 600.00		\$ 600.00
Magnets	Materials	20,000	\$ 0.30	\$ 6,000.00	\$ 6,000.00	
Postage Costs	Materials	15,000	\$ 0.57	\$ 8,550.00		\$ 8,550.00
Printed Materials	Materials	15,000	\$ 0.15	\$ 2,250.00	\$ 2,250.00	
Distribution Planning & Implementation	Staff Time	60	\$ 40.00	\$ 2,400.00		\$ 2,400.00
Measurement Survey (Design, tabulation and analysis)	Staff Time	75	\$ 40.00	\$ 3,000.00		\$ 3,000.00
Final Report	Staff Time	25	\$ 40.00	\$ 1,000.00		\$ 1,000.00
				\$ 23,800.00	\$ 8,250.00	\$ 15,550.00
<b>TOTAL PROJECT BUDGET</b>				<b>\$ 30,600.00</b>	<b>\$ 9,570.00</b>	<b>\$ 21,030.00</b>

31.3%

68.7%

**IX. Describe how this proposed program will advance the recycling hierarchy from recycling to waste reduction and ultimately waste prevention (if applicable).**

We believe that education is vital: by understanding recycling and its effects on waste reduction, the property managers and apartment residents will gradually shift their mindset to learn more about preventing the waste in the first place. Also, encouraging contact with city staff allows interaction and potential to educate the residents about the waste hierarchy.

\*Please refer to Chapter 5 of the RSWMP for detailed descriptions of the RSWMP overall and individual goals. Performance standards for recommended practices are based on the following criteria: participation levels; amounts of waste prevented, recycled, recovered or disposed; consistency with the waste reduction hierarchy and the source-separation priority; economic and technical feasibility; and impact on other waste reduction activities (RSWMP p.7-3).

JE:gbc  
Attachment B - T:\RemWRLG Grants\200K\2005-06\926717 Bvtn MF IGA.doc  
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## AGENDA BILL

Beaverton City Council  
Beaverton, Oregon

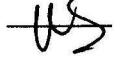
**SUBJECT:** A Resolution Adopting an  
Intergovernmental Agreement with Metro  
Regional Government for Recycle At Work  
Program (formerly known as Commercial  
Technical Assistance Program)

**FOR AGENDA OF:** 10/17/05 **BILL NO:** 05190

**Mayor's Approval:** 

**DEPARTMENT OF ORIGIN:** Mayor's Office 

**DATE SUBMITTED:** 09/20/05

**CLEARANCES:** Finance   
City Attorney 

**PROCEEDING:** Consent Agenda

**EXHIBITS:** Resolution  
Metro IGA

### **BUDGET IMPACT**

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

### **HISTORICAL PERSPECTIVE:**

All jurisdictions in the service area of Metro are required under Metro's *Regional Solid Waste Management Plan* (RSWMP) to implement an annual waste reduction work plan. The regional plans emphasize waste prevention and reduction and resource conservation with a commitment to public education, technical assistance and consistent cooperation with local governments.

As part of the effort to meet RSWMP goals, Metro created the Recycle At Work program (formerly known as the Commercial Technical Assistance Program) to aid local governments in providing assistance to businesses. The City's Commercial Waste Reduction Coordinator is primarily responsible for the implementation of this task. Each year participating jurisdictions are asked to implement an intergovernmental agreement and Recycle At Work program scope of work.

### **INFORMATION FOR CONSIDERATION:**

This is the sixth IGA in which Metro has provided funding to local jurisdictions to support waste reduction and recycling assistance to businesses. Beaverton's allocation for FY 05-06 is \$53,032, an increase of \$13,861 over the amount that was included in the FY 2005-06 adopted budget. The increased funding is a result of two factors (a) an increase in funding for the overall program to enable local governments to expand business outreach efforts and (b) a new formula for distribution based on the number of businesses (rather than the number of employees). The additional funding will permit the City to increase its outreach efforts.

The scope of work remains consistent with the previous agreements (including the priority of providing assistance to local government jurisdictions themselves to assure that governments lead by example in waste reduction and recycling efforts) as well as prioritizing efforts to large businesses (those with over 100 employees).

**Agenda Bill No:** 05190

Since the inception of this program, Beaverton staff has provided on-site recycling information and assistance to over 1,200 Beaverton businesses and distributed over 5,500 desk-side recycling boxes as part of the City's Commercial Waste Reduction program.

**RECOMMENDED ACTION:**

Council adopt the resolution authorizing the Mayor to sign, in a form approved by the City Attorney, an Intergovernmental Agreement with Metro Regional Government for implementation of the Commercial Technical Assistance Program for the period July 1, 2005 through June 30, 2006, and direct the Finance Director to include the additional \$13,861 in grant revenues and associated expenditures in the next Supplemental Budget.



RESOLUTION NO. 3836

A RESOLUTION ADOPTING AN INTERGOVERNMENTAL  
AGREEMENT WITH METRO REGIONAL GOVERNMENT  
FOR RECYCLE AT WORK PROGRAM (FORMERLY  
KNOWN AS COMMERCIAL TECHNICAL ASSISTANCE  
PROGRAM)

WHEREAS, all jurisdictions in the service area of Metro are required under Metro's Regional Solid Waste Management Plan (RSWMP) to implement an annual waste reduction work plan; and

WHEREAS, the City Council of the City of Beaverton recognizes the need to reduce solid waste disposal through reuse, recycling and other methods; and

WHEREAS, in accordance with the policy established by the City of Beaverton City Council, a Commercial Waste Reduction Program has been established to provide technical assistance to businesses; now therefore:

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEAVERTON,  
OREGON:

The Council adopts the Intergovernmental Agreement with Metro Regional Government for implementing the Commercial Technical Assistance Program, attached to this Resolution and incorporated by this reference.

Adopted by the Council on this \_\_\_\_ day of \_\_\_\_\_, 2005.

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

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

ATTEST:

APPROVED:

\_\_\_\_\_  
Sue Nelson, City Recorder

\_\_\_\_\_  
Rob Drake, Mayor

**INTERGOVERNMENTAL AGREEMENT**

THIS AGREEMENT, entered into under the provisions of ORS Chapter 190, is between METRO, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, and the CITY OF BEAVERTON, hereinafter referred to as "City", whose address is P.O. Box 4755, Beaverton, OR 97076.

In exchange for the promises and other valuable consideration set forth below, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to establish the responsibilities of the parties in implementing a business assistance program called the Recycle At Work Program. Metro will provide funds to local governments to hire staff for the Recycle At Work Program who will assist businesses in increasing their recycling, waste prevention and sustainable purchasing efforts. Funding is not intended to replace currently funded non-Recycle At Work business assistance programs.

2. Term. This Agreement shall be effective July 1, 2005, and shall remain in effect through June 30, 2006 unless earlier terminated in conformance with this Agreement.

3. Services Provided and Deliverables. The City and Metro shall perform the services described in the attached Scope of Work, which is made part of this Agreement by reference, and otherwise fully comply with the provisions in the attached Scope of Work.

4. Payment for Services. Upon completion of section (E)(1), Outreach Strategy Plan, of the Scope of Work (Attachment A), Metro shall pay the City \$53,032. The City may submit an invoice to Metro anytime prior to June 30, 2006.

5. Funding Level. The City shall hire at a minimum the equivalent of .86 FTE as business recycling specialists. This number is calculated at \$62,000 per 1.0 annual fully-loaded FTE.

6. Eligible Business. All businesses, institutions, government facilities, schools (internal and business operations and not education of students) within the city of Beaverton.

7. Insurance. The City agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement to levels necessary to protect against public body liability as specified in ORS 30.270. The City also agrees to maintain for the duration of this Agreement, Workers' Compensation Insurance coverage for all its employees as a self-insured employer, as provided by ORS chapter 656, or disability coverage under its Disability, Retirement and Death Benefits Plan.

8. Indemnification. To the maximum extent permitted by law, the City shall hold harmless Metro, its officers and employees from any claims or damages to property or injury to persons or for any penalties or fines, which may be occasioned in whole or in part by the City's performance of this Agreement.

9. Termination. This Agreement may be terminated by either party without cause upon giving 90 days written notice of intent to terminate. This Agreement may be terminated with less than 90 days notice if a party is in default of the terms of this Agreement. In the case of a default, the party alleging the default shall give the other party at least 30 days written notice of the alleged default, with opportunity to cure within the 30-day period.

10. State Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapter 279, and to the extent those provisions apply, they are incorporated into this Agreement by reference. Specifically, it is a condition of this Contract that all employers working under this Agreement are subject employers that will comply with ORS 656.017.

11. Confidentiality of Information. The City shall consider the data and information submitted or otherwise made available to it by private parties during the City's performance of its responsibilities in the business assistance program to be information submitted to a public body in confidence and not otherwise required by law to be submitted under ORS 192.502(4). Pursuant to ORS 192.502(4), the City shall oblige itself in good faith not to disclose such information.

12. Notices. Legal notice provided under this Agreement shall be delivered personally or by certified mail to the following individuals:

**For City:**

Scott Keller  
City of Beaverton  
P.O. Box 4755  
Beaverton, OR 97076

**For Metro:**

Office of General Counsel  
Metro  
600 NE Grand Avenue  
Portland, OR 97232-2736

Informal coordination of this Agreement will be conducted by the following designated Project Managers:

**For City:**

Scott Keller  
City of Beaverton  
P.O. Box 4755  
Beaverton, OR 97076  
(503) 526-2217  
FAX (503) 526-3730

**For Metro:**

Robin Hawley  
Metro  
600 NE Grand Ave.  
Portland, OR 97232  
(503) 797-1535  
FAX (503) 797-1795

The City may change the above-designated Project Manager by written notice to Metro. Metro may change the above-designated Project Managers by written notice to the City.

13. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any condition, be assigned or transferred by either party without prior written approval by the other party.

14. Integration. This writing contains the entire Agreement between the parties, and may only be amended by written instrument, signed by both parties.

15. Severability. If any portion of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken.

This Agreement is dated as of the last signature date below.

CITY OF BEAVERTON

METRO

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

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

\_\_\_\_\_  
Print name and title

\_\_\_\_\_  
Print name and title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

RH:mb

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ATTACHMENT A

SCOPE OF WORK

A) Key Terms

1. *Business Recovery Work Group (BRWG)* – The BRWG is a regional waste reduction initiative that comprises Metro and local government representatives who develop and implement strategies to meet the region's recovery goals and encourage waste reduction behavior change in the business sector. Immediate emphasis is on recovery, with importance and long-term emphasis given to waste prevention and sustainable purchasing.
2. *Recycle at Work Program* (formerly named the Commercial Technical Assistance Program (CTAP)) - The program is designed to provide local governments the resources to hire recycling specialists to provide on-site (whenever possible and appropriate), one-on-one customized assistance to businesses in the region on recycling, waste prevention and/or sustainable purchasing. Resources and training are developed, as needed, to support the assistance program.
3. *Baseline Evaluation* – A baseline evaluation occurs at a recycling specialist's first site visit with a business to evaluate programs in one or more of the following core action areas (recycling, waste prevention or sustainable purchasing). As a result, a set of mutually agreed-upon recommendations are provided to the business on the core actions and other practices.
4. *Follow-up Evaluation* – A follow-up evaluation occurs within six months of a recycling specialist's first site visit with a business to review the status of recommended actions and to offer additional service. Follow up is an important component to the Recycle At Work Program as it builds a relationship and rapport with a business.
5. *Core Actions* – Core actions are the minimum set of required actions in recycling, waste prevention and sustainable purchasing that every business is evaluated on as designated by the BRWG. Recommendations as a result of the evaluation of these core actions are made by the recycling specialist and presented to the business. The core actions are listed in the Recycle At Work database.
6. *Outreach* – Outreach is an umbrella term that refers to media campaigns that Metro and/or the City develop and implement, and all other recruitment and solicitation strategies by the City (such as cold calling, direct mailings, targeting business sectors, etc.) of businesses to the assistance program.
7. *Metro* – In this document, "Metro" refers to staff in the Solid Waste & Recycling Department who convene and facilitate the BRWG.
8. *The City of Beaverton*– In this document, "City" refers to staff who participate in the BRWG.
9. *Recycling Specialists* – In this document, the term "recycling specialists" refers to individuals who focus on business waste reduction assistance, who are hired as City staff, as contractors who work in City offices or as external contractors.

B) Metro responsibilities.

Metro shall:

1. Convene the Business Recovery Work Group (BRWG).
2. Notify the City of media outreach campaigns and any other business recruitment scheduled for the term of the IGA. BRWG members will review and advise on all media outreach campaigns and recruitment to the business sector. In conjunction with the BRWG, develop and provide to the City an overview of the outreach that will occur. This overview will include draft guidelines and protocols for the City to respond to requests by businesses and to provide assistance. The overview should also include a timeline for the campaigns and recruitment and a process for notifying the City of press releases.
3. Provide the City with a standardized format for the Outreach Strategy Plan the City will submit to Metro (Attachment B).
4. As part of the City's Outreach Strategy Plan to recruit new and large businesses provide the City with a list of the new and large businesses and questions that recycling specialists shall use when calling potential businesses (Attachment C).
5. Develop, in conjunction with the BRWG, the list of core actions in recycling, waste prevention and buy recycled that shall be addressed by the City in its on-site visits to businesses and that will be incorporated into the Recycle At Work database.
6. Develop, in conjunction with the BRWG and recycling specialists, the resources, such as desk-side paper collection containers, that shall be provided to businesses, and the training that will be given to recycling specialists.
7. Provide the City with a database of businesses in the City's jurisdiction to be used by the City or its contractors only for outreach to businesses related to the recycling, waste prevention and buy-recycled product focus of the Recycle At Work program.
8. Provide technical assistance and resources to the City as needed to develop, execute, monitor and evaluate the Recycle At Work program.
9. Provide the City with guidelines and protocols on the Recycle At Work database, on-going support and updates.
10. Provide the City with standardized reporting forms for mid-year progress (Attachment D) and final (Attachment E) reports. The report forms will include quantitative data generated from the database and anecdotal information.
11. Coordinate and convene quarterly roundtables and trainings for recycling specialists as determined by the BRWG.
12. Act as a liaison for information to flow to, between and among recycling specialists in each jurisdiction. Coordinate and facilitate ongoing communication with recycling specialists and BRWG members on activities such as Metro's website on commercial recycling, waste prevention and buy-recycled activities, e-mail between and among jurisdictions, listserv dialogue, trainings and roundtables.
13. If applicable, work with local government recycling specialists to evaluate Metro

buildings and facilities in recycling, waste prevention and sustainable purchasing.

14. Develop and review the program goals and budget in conjunction with the BRWG.
15. Conduct an evaluation of the Recycle At Work Program as needed, which may include on-site visits to regional businesses by Metro staff or independent third-party contractors.

C) City of Beaverton responsibilities.

The City shall:

1. Hire individuals as staff, contractors who work in City offices or external contractors whose primary responsibilities and duties are to provide waste evaluations and technical assistance services to businesses.
2. Provide technical assistance to businesses by conducting baseline and follow-up site evaluations in recycling, waste prevention and sustainable purchasing, following the Recycle At Work Program core actions.
3. Provide other education and technical assistance in waste reduction to businesses, as needed.
4. Develop an Outreach Strategy Plan that will be provided to Metro that identifies the City's strategy for targeting businesses (e.g., sector, size, tenure at location or some other criteria) and the recruiting elements (e.g., media campaigns, direct mail, calls, cold visits, partnerships with trade associations or business councils, etc.) associated with each strategy that will be used to reach these businesses. The plan must include the following two strategies to provide waste reduction technical assistance: 1. a focus on assisting the City's government facilities and 2. a focus on new and large (100 or more employees) businesses. An alternate plan or an element of the new and large business strategy may be captured in your plan. In addition, the plan should take into account the City's participation in regional media outreach campaigns. Other elements of the Outreach Strategy Plan should include estimated hours to be spent on outreach, businesses or institutions that are targeted and desired outcomes.
5. Participate in regional media outreach campaigns as developed by the BRWG and provide follow-up technical assistance and evaluation as required by the media outreach program design.
6. Provide waste evaluation reports, information and documents related to the Recycle At Work Program to businesses and Metro electronically or printed on recyclable, double-sided recycled paper (minimum 30% post-consumer content).
7. Make available resources to businesses as identified by the BRWG and appropriate for the jurisdiction.
8. Collect data for each business that summarizes key contact information and the actions taken in recycling, waste prevention and sustainable purchasing. Enter all data in the Recycle At Work Access database developed by Metro and the BRWG, whose design allows for regional analysis of program data.
9. Provide a copy of the City's Recycle At Work Access database to Metro upon request.

10. Conduct a follow-up evaluation at each business that has received technical assistance and provide on-site assistance, whenever possible and appropriate, of the changes the business has made. Follow-up evaluation visits and assistance should occur no later than six months after receiving the initial visit.
11. Prepare mid-year progress and final reports as indicated in Section E, Deliverables 4 and 5. The City shall submit a copy of the Recycle At Work database with each report.
12. Assist Metro in a regional evaluation of businesses that have received technical assistance under Recycle At Work and those businesses that have not.

D) Metro Deliverables.

Metro shall:

1. Provide a database of businesses in the City's jurisdiction to the City one time per year to use in outreach to businesses.
2. Act as liaison between each jurisdiction's recycling specialists.
3. Provide resources, including information on the availability of recycled-content products in the region, desk-side containers, trainings and printed material, to City recycling specialists as determined by the BRWG.
4. Work with BRWG to identify elements to be included in the Outreach Strategy Plan due to Metro on July 29, 2005.
5. Provide to the City a list of new and large businesses and questions that recycling specialists shall use when calling potential businesses.
6. Work with BRWG to identify additional items to be included in mid-year progress and final reports.
7. Create standardized report forms for mid-year progress and final reports.
8. Create report forms in the database that will generate reports for the mid-year progress and final reports.

E) City of Beaverton Deliverables.

The City shall:

1. Develop an Outreach Strategy Plan that identifies media outreach campaigns and a proactive recruitment and solicitation approach to get businesses to request or accept Recycle At Work assistance. The written Outreach Strategy Plan is due to Metro on or before July 29, 2005 for the 05-06 fiscal year period (July 1, 2005 – June 30, 2006).
2. Pending Council approval of continued Recycle At Work Program funding, develop and submit an Outreach Strategy Plan (as described above) to Metro on or before July 31, 2006 for the 06-07 fiscal year.
3. Identify the primary contact responsible for receiving referrals from the Recycling Information Center (RIC) and forwarding them on to the recycling specialists.
4. Prepare a mid-year progress report on the accomplishments of the Recycle At Work Program that will include administrative information, mid-year review of the program, the number of businesses contacted, visited and assisted, evaluations performed, actions

recommended and implemented, resources delivered, and successes and challenges. For the term of this contract, the mid-year progress report for the period of July 1, 2005 through December 31, 2005 will be due on or before January 30, 2006.

5. A final report will be due on or before July 28, 2006 for the previous fiscal year period.

This report will include the following elements:

- Fiscal summary of program budget, including dollars received and spent from Metro for this program and contribution by the City.
- Employee hour distribution by activity, such as work on recruitment plan actions and regional media outreach campaigns, travel, on-site assistance, progress evaluations, resources delivered, market research, trainings, data entry and report preparation to businesses.
- Results of outreach plan and recommendations for changes.
- Summary of all accomplishments as requested in the mid-year progress report (Section E, 4) and progress toward the program's goals.

RH:mb

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## AGENDA BILL

Beaverton City Council  
Beaverton, Oregon

**SUBJECT:** Authorization to Enter into a New IKON  
Color Copier Rental Agreement

**FOR AGENDA OF:** 10-17-05 **BILL NO:** 05191

**Mayor's Approval:** 

**DEPARTMENT OF ORIGIN:** Mayor's Office

**DATE SUBMITTED:** 10/3/05

**CLEARANCES:** Purchasing  
Finance  
City Attorney



**PROCEEDING:** Consent Agenda  
(Contract Review Board)

**EXHIBITS:**

### BUDGET IMPACT

EXPENDITURE REQUIRED \$-0-	AMOUNT BUDGETED \$-0-	APPROPRIATION REQUIRED \$-0-
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\* Account Number: 601-25-0721-10-551 Reprographics Fund Rents and Leases Account. No additional appropriation is required for the copier lease upgrade. As further explained in this agenda bill, the new rental agreement will result in a savings of approximately \$710 per month this fiscal year over the current monthly copier lease amount.

### HISTORICAL PERSPECTIVE:

The City rents twenty-two copiers off State of Oregon and local government contracts. One of the copiers rented is a Canon CLC 5000 color copier, which is leased from IKON using an IKON local government contract. The lease was entered into in March of 2002. Unless terminated earlier, the lease expires in March 2007. State price agreements were not available for color copiers when the 60-month lease was approved in 2002.

### INFORMATION FOR CONSIDERATION:

IKON has proposed new equipment that provides improved color copier technology and features for less expense than under the current lease agreement. Staff has determined that the new copier and revised lease agreement with IKON will result in cost savings for the City. The present agreement for the Canon CLC 5000 operates with an average monthly cost of \$6,529.40. The new agreement replaces the existing copier with a model CLC 5100 at an estimated average monthly rate of \$5,819.33. Based on historical and projected copy volumes, the new rate structure will save the City approximately \$6,035 during the remaining eight and one-half months of this fiscal year and approximately \$8,523 in each fiscal year until the new agreement expires in October 2009.

No additional appropriation is required. Funding for this agreement is included in the appropriation for equipment rents and leases. The new 48-month agreement will allow the City to immediately take advantage of lower costs and upgraded technology under terms and conditions similar to State price agreements (including non-appropriation of funds provisions) rather than wait until current contract expires in March 2007.

**RECOMMENDED ACTION:**

Council, acting as Contract Review Board, authorize a new lease agreement with IKON through October 2009 upgrading from model CLC5000 to model CLC5100 at a cost of \$49,464 in the current fiscal year and in a form approved by the City Attorney.



## AGENDA BILL

Beaverton City Council  
Beaverton, Oregon

**SUBJECT:** An Ordinance Amending Beaverton  
Code Chapter 4 By Adding New  
Provisions Relating To Sanitary **And**  
**Storm** Sewer Maintenance Charges

**FOR AGENDA OF:** 10-17-05 **BILL NO:** 05192

**Mayor's Approval:** *[Signature]*

**DEPARTMENT OF ORIGIN:** City Attorney *WS*

**DATE SUBMITTED:** 9-27-05

**CLEARANCES:** Finance  
Engineering  
Water

*HO Clane*  
*JAC*  
*Stawinski*

**PROCEEDING:** Public Hearing

**EXHIBITS:** Ordinance

### **BUDGET IMPACT**

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

In May 2005, Engineering Department staff completed an analysis of the City's sanitary sewer (wastewater) system infrastructure needs related to on-going capital replacement of existing facilities. Results of the analysis showed that although significant effort has been underway over the last 10 years toward replacement of the existing sanitary sewer pipes and manholes, the rate of infrastructure replacement is not sufficient to keep pace with on-going depreciation and deterioration.

The current replacement value (in 2005 dollars) is \$280 million for the sewer system's 260 miles (1.37 million lineal feet) of pipelines (6 to 21-inch diameter) and manholes. Assuming a useful life of 65 years for those lines made of non-PVC materials (majority of the system), such as concrete, terracotta clay pipe, and 100 years for those sewer lines of **PVC** plastic, the current average depreciation each year of the sewer system is \$3.85 million using the system's 2005 replacement value. This means that during an average year approximately 18,900 lineal feet (3.58 miles) of the sewer system deteriorates beyond its estimated useful life and function, and should be replaced.

During the last 10 years a total of 22,632 lineal feet (4.3 miles) of sewer system was replaced and/or rehabilitated to near new condition. Since 1999, the City has spent \$3.5 million (original cost and unadjusted for inflation) in the replacement/renewal program with an additional \$2 million budgeted for this year, which has been funded from a combination of annual operating revenues and contingency that had been accumulated in the early and mid 1990's. Available funding from contingency for projects is expected to be exhausted within two **budget** years.

Over the last four annual Clean Water Services (CWS) rate modifications, the City has seen a steady decline in revenue from collections due to CWS revenue allocation formulas which have reduced City revenue historically shared for both Operations and CIP replacement/renewal capital improvements. In FY 2003-04, the City experienced a decrease of \$64,000 in revenues and is projecting a decrease of \$153,000 for FY 2005-06. The cumulative decrease from the four rate



formula re-allocations is estimated to be \$345,000. With flat sewer service rate levels over the last few years, inflationary pressures have also taken a toll on available revenue for sewer system replacement.

As a result of declining revenue in the sewer operating fund collected from monthly sewer bills and increasing operation and maintenance costs, available revenue allocated in the CIP for the sewer replacement/renewal program has been declining over the past three years. This essential replacement/renewal program and looming exhaustion of Sewer Fund contingency justifies considering a separate funding source similar to the \$2 surcharge that was enacted for the Storm Drain Fund's replacement and renewal program in 1997. The precipitous drop in sewer revenue allocation for replacement in the CIP is compounded by the fact that the size of the sewer system has grown by approximately 11.6 percent (26.9 lineal miles) since 1998.

**INFORMATION FOR CONSIDERATION:**

On August 15, 2005, the Council conducted a work session as described in Agenda Bill No. 05154 to hear a staff presentation of information on the state of the sanitary sewer system infrastructure and a recommended 30-year replacement/renewal program.

To fund the replacement/renewal program, staff proposed a monthly sanitary sewer charge on all property within the City in addition to the similar charge for sanitary sewer maintenance now imposed by Clean Water Services District of Washington County.

Staff's August 15, 2005, presentation proposed annual indexing for inflation of the monthly surcharges for both sanitary sewer and for storm drainage. An annual adjustment using a recognized construction index is recommended to the existing storm drainage and proposed sanitary sewer surcharges to reflect annual inflation in the cost to construct infrastructure improvements and related facilities.

Oregon law requires that the City give the public an opportunity to comment on any proposed new or increased fees for City services, thus this matter is agendaized for public hearing. As this is an economic regulation, the only legal "criterion" for enacting this fee is that it serve a legitimate government purpose and that it is a logical means to achieving that purpose.

**RECOMMENDED ACTION:**

Hold a public hearing to consider an ordinance to enact a sanitary sewer service charge.



COPY

ORDINANCE NO. 4371

**AN ORDINANCE AMENDING BEAVERTON CODE CHAPTER 4  
BY ADDING NEW PROVISIONS  
RELATING TO SANITARY AND STORM SEWER MAINTENANCE CHARGES**

**Whereas**, The Council conducted a work session at its regular meeting of August 15, 2005 to consider a staff recommendation to impose a sanitary sewer repair and replacement charge as to all property within the City separate and in addition to the similar charge for sanitary sewer maintenance now imposed by the Clean Water Services (CWS) District of Washington County; and

**Whereas**, CWS, by Resolution and Order No. 05-23, titled Clean Water Services Rates and Charges, imposes a sanitary sewer service charge to all properties within the District. From revenue collected for that charge, the City is allocated a certain portion to operate, maintain and replace the City owned sewer system; and

**Whereas**, the Council finds that over the last four annual Clean Water Services rate modifications beginning in 2002, the City has seen a steady decline in revenue from collections due to CWS revenue allocation formulas which have reduced City revenue historically shared for both City operations and CIP (Capital Improvements Plan) replacement/renewal program, and with flat sewer service rate levels over the last few years, inflationary pressures have also taken a toll on available revenue allocated by CWS to the City operation, maintenance and replacement of the sewer system; and

**Whereas**, as a result of declining revenue in the sewer operating fund collected from monthly sewer bills and increasing operation and maintenance costs, available revenue allocated in the CIP for the sewer replacement/renewal program has been declining, and this essential replacement/renewal program and looming exhaustion of Sewer Fund contingency justifies a separate funding source similar to the dedicated charge that was enacted for the Storm Drain Fund's replacement and renewal program; and

**Whereas**, the Council finds that the facts presented at the work session show that the public health, safety and welfare require the imposition of such a charge to provide sufficient revenue for repair and replacement of that portion of the regional sanitary sewerage system that the City owns and is responsible to maintain, repair and replace and that the charge should be equitably allocated according to the number of equivalent service units that exist on a particular property; and

**Whereas**, the Council finds that there is a need to stabilize funding for the existing storm drainage replacement/renewal program and proposed sanitary sewer surcharge for replacement/renewal by means of an annual adjustment to those charges that reflects an independent index of construction cost inflation; now, therefore,

COPY



## THE CITY OF BEAVERTON ORDAINS AS FOLLOWS:

**Section 1.** Beaverton Code Chapter 4 is amended by adding new provisions to be numbered and to read as follows:

**"4.04.060 Sanitary Sewer Repair and Replacement Charge Imposed.** The owner or occupant of property within City boundaries that is subject to a charge imposed by the Clean Water Services District for use of the regional sanitary sewerage system, shall pay to the City a charge for City's repair and replacement of the City's system in addition to and not in lieu of any similar sanitary sewer maintenance charge imposed by the District. The charge shall be that amount determined by the Council from time to time to be an equitable share of the City's actual costs to repair and replace that portion of the regional system for which the City owns and is responsible to maintain, the equitable share to be calculated according to the number of dwelling unit equivalents on the property. For definition purposes of this ordinance, "dwelling unit equivalent" has the meaning shown in Clean Water Services' Resolution and Order No. 05-23, titled Clean Water Services Rates and Charges, or current adopted version of same.

**"4.04.070 Computation of Charge.** The charge shall be \$1 per equivalent dwelling unit from the effective date of this ordinance until January 31, 2007. The charge shall be \$2 per equivalent dwelling unit from February 1, 2007 until January 31, 2008. Effective February 1, 2008 and on February 1 of each calendar year thereafter, the charge shall be adjusted to reflect annual inflation in the cost to construct sanitary sewerage facilities as is shown in the construction cost index for Seattle, Washington, published in the ENR Engineering News-Record in January of each year."

**Section 2.** Beaverton Code Section 4.06.030 is amended to read as follows, with new provisions underlined:

**"4.06.030. Computation of Surcharge.** The user surcharge for public storm drainage shall be \$2/Month/EDU or such other amount as the Council may determine from time to time. Effective February 1, 2008 and on February 1 of each calendar year thereafter, the charge shall be adjusted to reflect annual inflation in the cost to construct storm drainage facilities as is shown in the construction cost index for Seattle, Washington, published in the ENR Engineering News-Record in January of each year."  
Measurement of EDU....."

**Section 3.** The charges imposed by this Ordinance shall apply to all property on which the charge is imposed effective February 1, 2006.

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

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

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

ATTEST:

APPROVED:

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

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

## AGENDA BILL

Beaverton City Council  
Beaverton, Oregon

**SUBJECT:** A Public Hearing on A  
Resolution Extending Solid  
Waste Franchises

**FOR AGENDA OF:** 10/17/05 **BILL NO:** 05193

**Mayor's Approval:** *[Signature]*

**DEPARTMENT OF ORIGIN:** Mayor's Office *[Signature]*

**DATE SUBMITTED:** 10/5/05

**CLEARANCES:** City Attorney *[Signature]*

**PROCEEDING:** Public Hearing

**EXHIBITS:** Resolution

### **BUDGET IMPACT**

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

In May 2002, the Council adopted a Solid Waste and Recycling Ordinance repealing and replacing provisions contained in Chapter Four of the Beaverton Code. On June 17, 2002, the Council awarded franchises for a seven year period, commencing July 1, 2002.

### **INFORMATION FOR CONSIDERATION:**

Beaverton Code 4.08.100 requires the Council to award non-exclusive Solid Waste franchises to solid waste haulers on the basis of seven criteria: (1) To insure safe, efficient, economical and comprehensive solid waste service; (2) To avoid duplication of service that will cause inefficiency, excessive use of fuel, increased traffic and greater wear on streets; (3) To provide service in areas of marginal return; (4) To promote and encourage recycling and resource recovery; (5) To improve the likelihood of the Franchise holder making a reasonable profit and thereby encourage investment in modern equipment; (6) To cooperate with other governmental bodies by recognizing their service arrangements; and (7) To otherwise provide for the service in a manner appropriate to the public interest.

Following the adoption of a new ordinance in 2002, staff made franchise applications available to solid waste haulers holding franchises during the previous franchise term and publicized the availability of franchise applications for potential new franchisees in the Public Notice section of the *Oregonian*, (as required by BC 4.08.120). The existing franchisees each submitted an application for a franchise; no other applications were submitted. Staff reviewed the applications and determined that each applicant met the standards set forth in Beaverton Code for the franchise term of July 1, 2002 through June 30, 2009.

Section 4.01.110 of the Code makes a provision for the Council to extend the term of the franchise at the half-way point of the seven-year term. Staff has completed a review of rates, customer service and franchise performance and concluded that each franchisee is fulfilling the criteria established in the Code and therefore recommends the Council extend the terms of each franchisee. As of December 31, 2005, three and one-half years remain of the original seven-year term, to which three and one-half years shall be added. The term of the franchise will end on June 30, 2012.

The City has partnered with Beaverton's franchise haulers in recent months to improve the residential recycling program by replacing the current bin collection with automated roll-cart collection. The extended franchise term provides time to depreciate the new equipment needed for this program (scheduled to be initiated by March 1, 2006).

**RECOMMENDED ACTION:**

City Council hold a public hearing on the adoption of the Resolution to extend the Term of Franchise for the following solid waste and recycling companies: (1) Aloha Garbage & Recycling Co., Inc.; (2) Garbarino Disposal and Recycling Service, Inc.; (3) Valley Garbage and Recycling, Inc.; (4) Pride Disposal Company; (5) Waste Management of Oregon; (6) Walker Garbage & Recycling Service; and (7) West Slope Garbage Service for three and one-half years, with the new ending date of June 30, 2012.



RESOLUTION NO. 3837

A RESOLUTION EXTENDING SOLID WASTE FRANCHISES

WHEREAS, Beaverton Code Section 4.08 provides for the collection of solid waste in the City of Beaverton under a franchise system; and,

WHEREAS, Beaverton Code establishes criteria for awarding and extending solid waste franchises to solid waste haulers; and

WHEREAS, the seven solid waste hauling companies operating in Beaverton meet the criteria for an extended term of franchise and it is beneficial to the City that service continue in each franchise area; now, therefore:

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEAVERTON, OREGON:

The Term of Franchise in the respective designated franchise areas determined by the Mayor (in accordance with the Rules of Operation for Solid Waste & Recycling procedures) is hereby extended until June 30, 2012 for (1) Aloha Garbage & Recycling Co., Inc.; (2) Garbarino Disposal and Recycling Service, Inc.; (3) Pride Disposal Company; (4) Valley Garbage and Recycling, Inc.; (5) Waste Management of Oregon; (6) Walker Garbage & Recycling Service; and (7) West Slope Garbage Service, subject to compliance with BC 4.08 and the Rules of Operation for Solid Waste & Recycling adopted by the Mayor.

Adopted by the Council on this \_\_\_\_ day of \_\_\_\_\_, 2005.

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

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

ATTEST:

APPROVED:

\_\_\_\_\_  
Sue Nelson, City Recorder

\_\_\_\_\_  
Rob Drake, Mayor

## AGENDA BILL

Beaverton City Council  
Beaverton, Oregon

**SUBJECT:** An Ordinance Amending Provisions of  
Chapter Five of the Beaverton City Code  
Relating to Abatement Procedures and  
Liens

10-17-05  
**FOR AGENDA OF:** ~~10-10-05~~ **BILL NO:** 05182

**Mayor's Approval:** 

**DEPARTMENT OF ORIGIN:** Code Services 

**DATE SUBMITTED:** 09-21-05

**CLEARANCES:** City Attorney   
Finance

**PROCEEDING:** First Reading  
Second Reading & Passage

**EXHIBITS:** Ordinance

### **BUDGET IMPACT**

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

### **HISTORICAL PERSPECTIVE:**

The City has the legal authority to enact and enforce reasonable regulations to preserve and protect public safety and health. This authority derives from the City's police power, which relates to the authority a government has to enact and enforce regulations intended to safeguard the health, safety, welfare and aesthetics of a community. Chapter 5 of the Beaverton Code is titled "Public Protection" and specifies many conditions that the City Council has decided are public nuisances and the due process for the City to abate those nuisances, if necessary. This includes the process for the City to recover the costs of abating nuisances on private property by placing liens on private property.

### **INFORMATION FOR CONSIDERATION:**

The proposed ordinance changes Section 5.05.215 of the Beaverton Code dealing with assessment of costs and entry of liens for nuisance abatements. The proposed changes will improve the process as follows:

1. Specifies that the code enforcement officer will notify the property owner or the person responsible for the nuisance, such as a tenant, of the total cost of the abatement instead of the finance director providing such notification. It is better for code enforcement to handle this task because code enforcement is more familiar with the case and can explain what costs were incurred and why.
2. Allows a temporary lien to be placed on the City's lien docket during the 30-day lien notification process. This is necessary to protect the City in the event the property is sold before the City's lien is perfected.

Agenda Bill No: 05182

3. Provides that the property owner or the person responsible for the nuisance may object to the cost of the abatement by filing a written notice with the finance director, instead of with the city recorder. It is the finance director who maintains the lien docket, not the city recorder.
4. States that the finance director shall hear any timely objections and determine the costs to be assessed by written order, instead of the first hearing going before the City Council. This will streamline the procedure in the vast majority of cases. If the property owner or person responsible wants to appeal the finance director's decision, that appeal would be heard by the City Council. Staff's experience indicates that few property owners object to the costs of abating nuisances or the filing of abatement liens against their property. However, having the appeal process in place satisfies the due process requirement.
5. If the costs of the abatement are not appealed in a timely manner and not paid within 30 days, then an assessment of the costs shall be entered into the City's permanent lien docket and shall become a final lien on the property from which the nuisance was removed or abated.

The placing of liens on real property to secure the payment of past-due amounts owed to the City for cleaning up private property is an ordinary business activity of debt collection for the City. The proposed changes will make the process more efficient by assigning responsibility for the various steps to the appropriate departments within the City.

#### **RECOMMENDED ACTION:**

~~First reading.~~ Second Reading & Passage

**AN ORDINANCE AMENDING PROVISIONS OF  
CHAPTERS FIVE OF THE BEAVERTON CITY CODE  
RELATING TO ASSESSMENT OF COSTS AND ENTRY OF LIEN**

**WHEREAS**, the City has the legal authority to and currently does enact and enforce reasonable regulations to preserve and protect the public safety and health; and

**WHEREAS**, Chapter 5 of the Beaverton Code is titled "Public Protection" and specifies many conditions that the City Council has decided are public nuisances and the due process for the City to abate those nuisances, if necessary; and

**WHEREAS**, Section 5.05.215 of the Beaverton Code provides the process for the City to recover the costs of abating nuisances on private property by placing liens on private property; and

**WHEREAS**, the City seeks to make certain changes to this process in order to make it more efficient and effective by assigning responsibility for the various steps in the process to the most appropriate departments in the City that can best carry out those steps, while still providing adequate due process for parties affected; Now therefore,

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

**Section 1.** BC 5.05.215 is amended by striking the existing text and inserting:

5.05.215 Assessment of Costs and Entry of Lien.

A. The code enforcement officer, by certified mail and regular first class mail, postage prepaid, shall send to the owner and the person responsible a notice stating:

1. the total cost of abatement pursuant to BC 5.05.015 including the cost of administrative overhead minus any salvage value pursuant to BC 5.05.210, subsection B;
2. that the cost as indicated will be assessed to and become a final lien against the property unless paid within 30 days of the date of mailing of the notice;

3. that for the period until the 30 day notice has lapsed, the finance director shall temporarily enter the cost of abatement into the City's lien docket;

4. that if the property owner or the person responsible objects to the cost of the abatement as indicated, a written notice of objection may be filed with the City finance director not more than ten days after the date the notice was mailed.

In the event that the certified mail and regular first class mail, postage prepaid, is returned to the City by the postal service, then the code enforcement officer shall post the notice on the property in question or publish the notice two times in a newspaper of general circulation.

B. If an objection is received on or before the expiration of ten days after the date the notice was mailed, or the date the notice was posted or published, whichever is later, the finance director, in the regular course of business, shall hear any timely objection and determine the costs to be assessed. The finance director's determination shall be by written order.

C. The property owner or person responsible may appeal the finance director's decision to the City Council by making a written request to the city recorder within ten days of the finance director's determination. If the costs of the abatement are not appealed in a timely manner and not paid within 30 days from the date the notice was mailed, or the date the notice was posted or published, whichever is later, then an assessment of the costs of abatement shall be entered into the City's permanent lien docket and shall become a final lien on the property from which the nuisance was abated. In the event of a timely objection or appeal, the assessment, if any, shall be entered upon conclusion of the objection or appeal process.

D. The lien shall be enforced in the same manner as liens for street improvements and shall bear interest at the rate established by Council resolution pursuant to BC 1.01.020. The interest shall begin to run from the date of the entry of the lien in the lien docket.

E. The City may include in one foreclosure proceeding as many accounts as the City may have against separate properties for abating nuisances pursuant to this chapter and may proceed to assess and collect single lot assessments against each of them in a single proceeding.

F. An error in the name of the person responsible shall not void the assessment, nor will a failure to receive the notice of the total cost of abatement render the assessment void, but it shall remain a valid lien against the property.

First reading this <sup>10th</sup> \_\_\_ day of October, 2005.

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

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

ATTEST:

APPROVED:

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

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

## AGENDA BILL

Beaverton City Council  
Beaverton, Oregon



**SUBJECT:** An Ordinance Annexing Two Parcels, and  
Associated Right-of-Way, Located at 10845  
SW Walker Road to the City of Beaverton:  
Expedited Annexation 2005-0008

10-17-05  
**FOR AGENDA OF:** ~~10/10/05~~ **BILL NO:** 05183

**Mayor's Approval:** 

**DEPARTMENT OF ORIGIN:** CDD 

**DATE SUBMITTED:** 09/01/05

**CLEARANCES:** City Attorney   
Planning Services 

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

**EXHIBITS:** Ordinance  
Exhibit A - Map  
Exhibit B - Legal Description  
Exhibit C - Staff Report

### **BUDGET IMPACT**

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

### **HISTORICAL PERSPECTIVE:**

This request is to annex two tax parcels, plus associated right-of-way, located at 10845 SW Walker Road to the City of Beaverton. The parcels are approximately 0.8 acres and are developed with a single family house. The property owners (who are also electors) have consented to the annexation. This consent allows this to be processed as an expedited annexation under ORS 222.125 and Metro Code 3.09.045 and no public hearing is required.

### **INFORMATION FOR CONSIDERATION:**

This ordinance and the staff report address the criteria for annexation in Metro Code Chapter 3.09.

Beaverton Code Section 9.06.035A provides the City Council the option of adding property to an appropriate Neighborhood Association Committee (NAC) area at the time of annexation. This parcel is not currently within a NAC. The Neighborhood Office is recommending that this property not be added to a NAC at this time.

Staff recommends that the City Council adopt an ordinance annexing the referenced property, effective 30 days after Council approval and the Mayor's signature on this ordinance or the date the ordinance is filed with the Secretary of State as specified by ORS 222.180, whichever is later.

### **RECOMMENDED ACTION:**

~~First Reading~~  
Second Reading & Passage



**ORDINANCE NO. 4370**

AN ORDINANCE ANNEXING TWO PARCELS, AND  
ASSOCIATED RIGHT-OF-WAY, LOCATED AT 10845 SW  
WALKER ROAD TO THE CITY OF BEAVERTON: EXPEDITED  
ANNEXATION 2005-0008

- WHEREAS,** This expedited annexation was initiated under authority of ORS 222.125, whereby all owners of the property and at least fifty percent of the electors, have consented to annexation; and
- WHEREAS,** This property is in Beaverton's Assumed Urban Services Area and Policy 5.3.1.d of the City's acknowledged Comprehensive Plan states: "The City shall seek to eventually incorporate its entire Urban Services Area."; and
- WHEREAS,** This property is in area "A" as set forth in the "Beaverton-Washington County Intergovernmental Agreement Interim Urban Service Plan" and, as prescribed by the agreement, the Washington County Board of Commissioners has agreed not to oppose annexations in area "A"; and
- WHEREAS,** Council Resolution No. 3785 sets forth annexation policies for the City and this action implements those policies; now, therefore,

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

- Section 1.** The property shown on Exhibit A and more particularly described in Exhibit B is hereby annexed to the City of Beaverton, effective 30 days after Council approval and signature by the Mayor or the date the ordinance is filed with the Secretary of State as specified by ORS 222.180, whichever is later.
- Section 2.** The Council accepts the staff report attached hereto as Exhibit C, and finds that:
- a. This annexation is consistent with provisions in the agreement between the City and the Tualatin Valley Water District adopted pursuant to ORS 195.065 that are directly applicable to this annexation; and
  - b. This annexation is consistent with the City-Agency agreement between the City and Clean Water Services.
- Section 3.** The Council finds this annexation will promote and not interfere with the timely, orderly, and economic provision of public facilities and services, in that:
- a. The property will be withdrawn from the Washington County Urban Road Maintenance District and the Washington County Enhanced Sheriff Patrol District ;
  - b. The City having annexed into the Tualatin Valley Fire and Rescue District in 1995, the property to be annexed by this Ordinance shall remain within that district; and
  - c. The property will remain within the boundaries of the Tualatin Valley Water District.

- Section 4.** The Council finds that this annexation complies with all other applicable criteria set out in Metro Code Chapter 3.09 as demonstrated in the staff report attached as Exhibit C.
- Section 5.** The City Recorder shall place a certified copy of this Ordinance in the City's permanent records, and the Community Development Department shall forward a certified copy of this Ordinance to Metro and all necessary parties within five working days of adoption.
- Section 6.** The Community Development Department shall transmit copies of this Ordinance and all other required materials to all public utilities and telecommunications utilities affected by this Ordinance in accordance with ORS 222.005.

First Reading October 10, 2005  
Date

Second Reading and Passed \_\_\_\_\_  
Date

Approved by the Mayor \_\_\_\_\_  
Date

ATTEST:

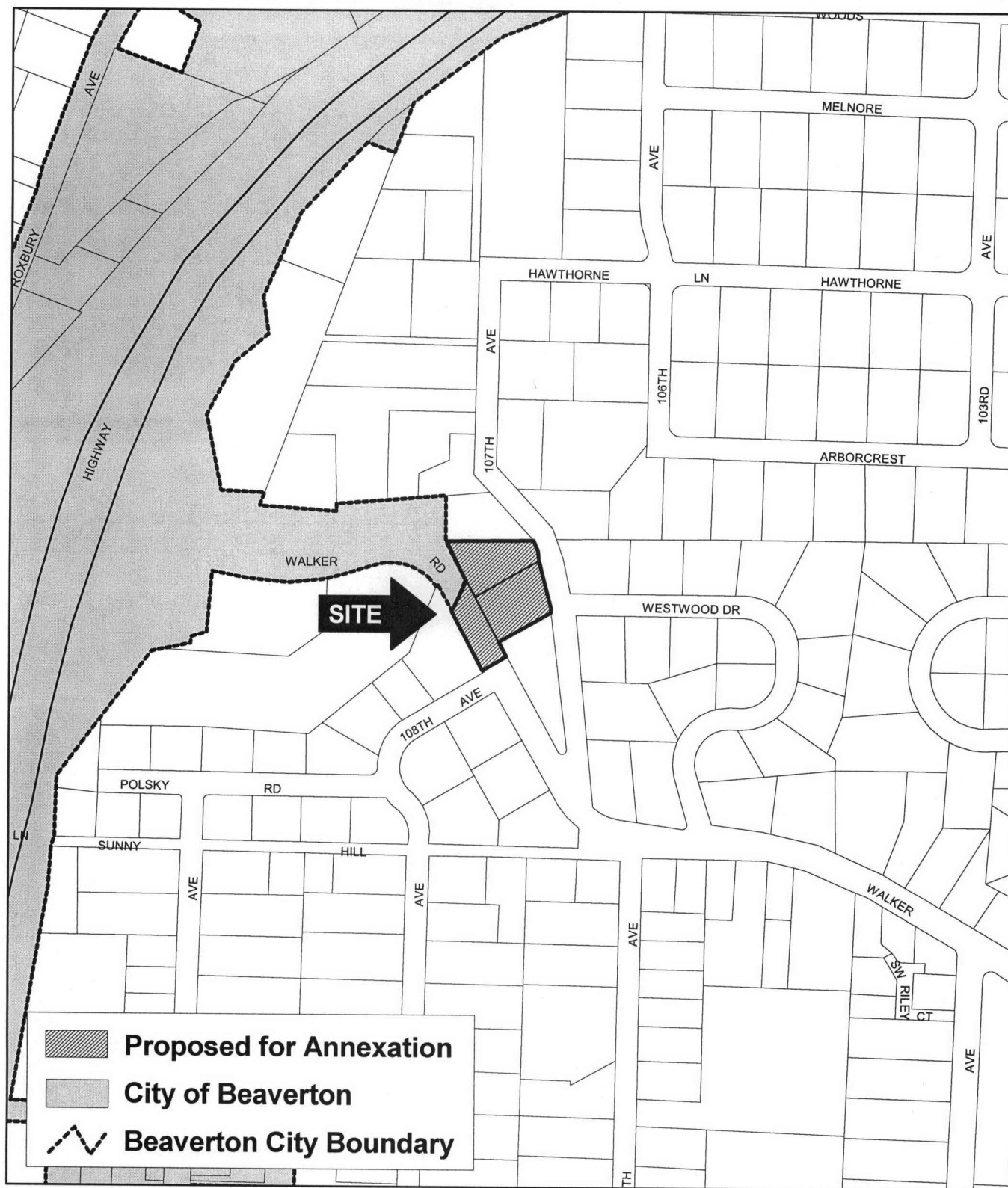
APPROVED:

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

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

## VICINITY MAP

## EXHIBIT "A"



CITY OF BEAVERTON

**10845 SW Walker Road**  
**COMMUNITY DEVELOPMENT DEPARTMENT**  
 Planning Services Division

7/8/05

Map #

1S110DA1802

N



Application #  
 ANX2005-0008