



FINAL AGENDA

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

REGULAR MEETING
JUNE 20, 2005
6:30 P.M.

6:00 P.M.
City Council Annual Inspection of
Police Department Holding Facility

CALL TO ORDER:

ROLL CALL:

PRESENTATIONS:

05115 Metro Goal 5 Update

VISITOR COMMENT PERIOD:

COUNCIL ITEMS:

STAFF ITEMS:

CONSENT AGENDA:

Minutes of the Regular Meeting of June 13, 2005

05116 Liquor License: New Outlet - Hanami Sushi

05117 Compensation Changes

05118 A Resolution Approving Transfer of Appropriation Within the General Fund of the City During the FY 2004-2005 Budget Year and Approving the Appropriations for the Fund (Resolution No. 3819)

05119 Authorize Acceptance of FY05 Law Enforcement Terrorism Prevention Program Grant Awarded to the City of Beaverton (Resolution No. 3820)

05120 Traffic Commission Issue No. TC 577

05121 A Resolution Authorizing the Mayor to Sign an Intergovernmental Agreement (IGA) with the Oregon Department of Transportation for Beaverton Green Clearouts Project (Resolution No. 3821)

05122 A Resolution Authorizing the Mayor to Sign an Interagency Agreement with the Oregon Department of Transportation (ODOT) to Receive Grant Funds to Enforce Traffic Laws Related to the 2005-06 Work Zone Enforcement Project (Resolution No. 3822)

05123 A Resolution of the City of Beaverton, Oregon Authorizing the Issuance, Negotiated Sale, Execution and Delivery of an Aggregate Principal Amount Not to Exceed \$15,000,000 General Obligation Refunding Bonds, Series 2005, to Advance Refund the Callable Portion of the City's \$21,895,000 General Obligation Bonds, Series 1999 (Resolution No. 3823)

05124 Intergovernmental Agreement with Washington County for the Processing of Permits for Pacific Office Automation

05125 Omnibus Intergovernmental Agreement with Washington County for Processing of Permits

Contract Review Board:

05126 Appointment of Bond Counsel, Financial Advisor, and Bond Underwriting Services for a Proposed Advanced Refunding of the 1999 General Obligation (Library Construction) Bonds

05127 2005 Intergovernmental Agreement Between Washington County and City of Beaverton for HOME Funds Used in Housing Rehabilitation Program

PUBLIC HEARINGS:

05128 Capital Improvements Plan for Fiscal Years 2005/06 through 2008/09 for Transportation, Water, Sewer, and Storm Drain Projects

05129 A Resolution Adopting a Budget for Fiscal Year Commencing July 1, 2005 (Resolution No. 3824)

ORDINANCES:

First Reading:

05130 An Ordinance Annexing One Parcel Located at 11845 SW Walker Road to the City of Beaverton: Annexation 2005-0006 (Ordinance No. 4358)

Second Reading:

05114 An Ordinance Annexing One Parcel Located at 14615 SW Walker Road to the City of Beaverton: Annexation 2005-0005 (Ordinance No. 4357)

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.

AGENDA BILL

**Beaverton City Council
Beaverton, Oregon**

SUBJECT: Metro Goal 5 Update

FOR AGENDA OF: 06/20/05 **BILL NO:** 05115

Mayor's Approval: 

DEPARTMENT OF ORIGIN: Mayor's Office

DATE SUBMITTED: 6/6/04

CLEARANCES:

PROCEEDING: Presentation

EXHIBITS: None

BUDGET IMPACT

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

INFORMATION FOR CONSIDERATION

Metro Councilor Susan McLain will present an update on Goal 5 to the Beaverton City Council.

RECOMMENDED ACTION:

Listen to presentation.

DRAFT

BEAVERTON CITY COUNCIL
REGULAR MEETING
JUNE 13, 2005

CALL TO ORDER:

The Regular Meeting of the Beaverton City Council was called to order by Mayor Rob Drake in the Forrest C. Soth City Council Chamber, 4755 SW Griffith Drive, Beaverton, Oregon, on Monday, June 13, 2005 at 6:35 p.m.

ROLL CALL:

Present were Mayor Drake, Counc. Catherine Arnold, Betty Bode, Dennis Doyle, Fred Ruby, and Cathy Stanton. Also present were City Attorney Alan Rappleyea, Finance Director Patrick O'Claire, Engineering Director Tom Ramisch, Operations/Maintenance Director Gary Brentano, Library Director Ed House, Human Resources Director Nancy Bates, Deputy Police Chief Chris Gibson, Planning Services Manager Hal Bergsma and City Recorder Sue Nelson.

PRESENTATIONS:

05110 Metro Corridors Study Findings

Planning Services Manager Hal Bergsma introduced Metro Project Manager Tim O'Brien and Research Analyst Becky Steckler from ECO Northwest, the primary contractor for this project. He said the purpose of the presentation was to discuss the findings of the recently completed Corridors Study of major streets in the region. He said the Study had two phases. Phase 1 was a general study of land use and transportation issues in national and regional transportation corridors. Phase 2 was a specific study of the Beaverton-Hillsdale Highway and Canyon Road Corridors to identify opportunities and constraints to achieving the type of corridor development envisioned by the Metro 2040 Growth Concept. He said these two corridors would be the subject of the presentation.

Metro Project Manager Tim O'Brien said Metro received a State Transportation and Growth Management (TGM) grant to study the relationship between transportation corridors and centers, including how they complement and compete with each other. He said they were seeking recommendations for ways to improve the performance of corridors and centers from land use and transportation perspectives. He reviewed the corridors in the region and said the findings from this Corridors Study could impact a large area. He said this Study was one component of a larger Metro effort focused on looking at efficiencies of land inside the Urban Growth Boundary. He said Ms. Steckler would present the findings of the Corridors Study.

Research Analyst Becky Steckler, ECO Northwest, thanked those who worked on this project. She presented a Power Point slide presentation about the Metro Corridors

Project (in the record). She said there were over 400 miles of transportation corridors in this region and there was great diversity in the types of land use along the corridors. She reviewed how transportation corridors had developed in the past. She said the advantages of corridors were the availability of large land parcels and the proximity to major transportation facilities, which attracts large developments and specialty retailers such as auto sales and service.

Steckler reviewed the problems with corridors, stating they were unattractive with large parking lots, unattractive buildings and they were built for the automobile driver. She said when they studied the problems between corridors and centers, they found there was more retail square footage than surrounding neighborhoods could support. She said the corridors were drawing from a regional market that may compete with centers. She said nationally, the trends show that retailers want to be near major intersections, such as Highway 217. She said in the areas between the major intersections, there were pockets of disinvestment where business and property owners do not maintain their properties. She said these areas provided the opportunities for change.

Steckler said the Corridors Study found there was little policy at the regional or local levels regarding corridors. She said higher employment and residential density was desired in the corridors, and transportation improvements were needed to improve accessibility along corridors. She said they studied the Beaverton-Hillsdale Highway and Canyon Road Corridors because they had many of the characteristics seen in other corridors. She said the conclusions drawn from the Beaverton-Hillsdale Highway were:

- Retailers want to be at major intersections
- There might be opportunities to put different types of uses in between the major intersections, such as residential, office, lodging and institutional
- There were opportunities for streetscape changes such as sidewalks to provide for pedestrian use and improve street appearance
- Residential use could replace some retail, though existing streetscape is a barrier to residential
- Residential uses could be successful on corridors if the streetscape has street trees, sidewalks and street parking, and the residential buildings are massed appropriately for the size of street

Steckler said the Corridors Study's recommendations were studied at the state, regional and local level. She said the recommendations were placed into four categories: land use, transportation, design and streetscape. She said coordination and integration of all affected government agencies was important. She said the lack of funding was discussed. She said it would be difficult to implement centers if the higher concentration of retail was not removed from the corridors; other uses could be promoted for corridors, such as residential and institutional uses. She said they discussed the need to prioritize the areas that needed change as it was not possible to do all the corridors.

Steckler said the consultant's work was completed. She said it would be up to local jurisdictions, Metro and the State to decide which recommendations would make sense for them. She reviewed the recommendations they made at the local level:

- Review road design policies and public works standards to support streetscape changes for corridors
- Rezone neighborhood corridor segments to limit retail and allow alternate uses that increase land use value (to avoid Measure 37 claims)
- Implement transportation and street design strategies to support corridors
- Review current codes for appropriate design guidelines and development standards for retail in corridors
- Provide incentives to encourage the redevelopment of corridors

Mayor Drake said at the Metro Policy Advisory Committee (MPAC) meeting he brought up the point that during the resurfacing of Canyon Road and Beaverton-Hillsdale Highway they had received comments from several people who questioned why ODOT did not improve bike lanes and sidewalks in the area. He asked about starting with pockets of redevelopment; where portions of the corridors might be improved.

Steckler said Metro looked at the difficulty of adding the bike lanes along Beaverton-Hillsdale Highway because of the width of the road. She said it was suggested the curbs be moved to provide the room for the bike lanes; these would be expensive propositions and funding was not available.

O'Brien said the Metro Council was interested in reviewing the corridors and prioritizing one corridor as a possible pilot project to get this project started.

Coun. Doyle referred to the Corridors Study's conclusion that "Transportation improvements can decrease congestion and increase mobility and access along Corridors" page 2 of the Metro Corridors Project handout (in the record). He asked for examples of how that might apply to Beaverton-Hillsdale Highway.

Steckler said they did preliminary modeling, looking at vehicle trips for different uses. She said the retail had the highest number of vehicle trips, putting the greatest demand on the transportation corridors, compared to other proposed uses for infill such as residential or institutional.

Coun. Doyle asked if they were suggesting an improvement would be to increase the residential use along the corridor to decrease the vehicle trips.

Steckler said that was correct.

Coun. Doyle referred to item L5 on the Metro Corridors Project handout (in the record) and asked if there were any suggestions for how to provide incentives to encourage the redevelopment of corridors.

Steckler said the incentives used for the centers could be retooled for the corridors.

Coun. Doyle said he thought Beaverton-Hillsdale Highway had huge potential for these improvements.

Coun. Bode thanked them for the presentation. She referred to the types of vehicle trips and said there had to be a huge component that was plain transit; through traffic on Beaverton-Hillsdale Highway that was headed west to Aloha or Hillsboro, that wanted to avoid Highway 26. She asked how behavior would be altered when they tried to alter the street use of Beaverton-Hillsdale Highway.

Steckler said she thought that was an overall transportation system issue. She said it was probably a multi-pronged approach that involved making the public transportation system more efficient. She said traffic calming efforts, trees and crosswalks help slow traffic, which could result in less through traffic on neighborhood streets. She said this was an important question, though this Study was not intended to address that issue.

O'Brien said when they studied Beaverton-Hillsdale Highway and the potential for streetscape changes, the traffic consultant brought up the lack of connections to other areas. He said that has to be considered when determining which areas should be part of this project and what would be the impact of such changes. He said neighborhood groups would need to be involved with the City to study the connection issue in depth.

Coun. Arnold said she thought it sounded like they were discussing corridors that would feed into regional or town centers.

Steckler said when considering funding options, one criterion could be the relationship of the corridor with the nearby center. She said there was more potential for change where land values were lower and there were higher vacancy rates. She said for anything to occur this would have to be an important priority with the local government. She said when they looked at all the corridors in the region, the most common use was residential. She said they did not think this should change.

Coun. Arnold said she was surprised to hear that they wanted corridors to have more residential use. She said she thought they were saying they wanted corridors to function differently so people will go into the centers from the corridors.

Steckler said that was the essence of their comments. She said in the corridors there was more retail than the surrounding neighborhood could support which implied they were stealing that market share from the centers. She said the type of infill used needs to be considered and it will be different for each city dependant on market conditions.

Coun. Arnold asked if they were encouraging conversion of use or relocation of current large development.

Steckler said they did not suggest moving auto sales and service; they found it might be more appropriate on a corridor than in a center. She said they made streetscape recommendations to improve bicycle and pedestrian traffic. She said it made sense to have large development near transportation facilities. She said they were concerned with deteriorating areas between the corridors, and replacing low-performing retail uses

with a higher and better land use. She said residential use had the potential to be a higher and better land use. She said they were not recommending removing all retail in those areas.

O'Brien said Metro was interested in seeing if there was the potential for residential uses along the corridors. He said there were a number of issues regarding residential uses in these areas that have to be considered. He said it would not be possible to do this in all corridors.

Coun. Stanton confirmed only sections of Canyon Road and Beaverton Hillsdale Highway east of Highway 217 were being considered and that the 400 miles of corridors designed in the Portland metropolitan region were inside the Urban Growth Boundary (UGB). She asked what percentage the 400 miles of roadway was in comparison to other urban cities on the West Coast. She said she wanted to know as this Study was about changing the way people drive and asked if there was anyone from TriMet on this committee. She referred to Steckler's comments regarding crosswalks and said it was the City's policy not to increase the number of crosswalks because they give pedestrians a false sense of security.

O'Brien said they did not calculate the percentage of roadways in the corridors in the region or how that compared with other urban areas.

Steckler said other regions do not categorize cities the way Oregon categorizes its cities, so an equal comparison could not be done. She said when it came to considering if there were too many corridors, they looked at the funding needed to implement these changes. She said it would not be appropriate to implement this on all the corridors due to the character of the corridors and a lack of funding. She said a TriMet representative was on the Technical Advisory Committee and on the case study. She said crosswalks were considered as part of the pedestrian facilities; it might not result in additional crosswalks in Beaverton or Washington County. She said they were ensuring there would be places where pedestrians could cross the corridors safely; they discussed a variety of crosswalks. She said their ultimate recommendation was not to require jurisdictions to do more, but to provide tools and incentives for using the tools.

Coun. Stanton asked about the Technical Advisory Committee membership noting Metro had 20% of the seats at the table. She asked what was meant when they said provide Functional Plan support, other than adding regulations.

O'Brien said the recommendation said "non-regulatory categories within the Functional Plan for corridor designations." He said there weren't any additional regulations.

Mayor Drake said he thought Functional Plan support meant Metro might modify the Plan to be more definitive or provide a better explanation; not to add more regulations.

Coun. Stanton asked for a copy of the Power Point presentation. She pointed out that the houses on Beaverton-Hillsdale Highway and Canyon Road pre-date the corridors; it was not a case of residential being located in the wrong place, the homes were there first. She said the corridors could not be slowed and changed to collectors to meet a Functional Plan requirement. She asked who would fund these roads for they did not belong to the City of Beaverton; funding would be a major issue.

O'Brien said regarding the corridors, this concerned land use designation from the 2040 Plan, not transportation designation. He said the transportation designation would not change. He said the funding issue was raised by everyone and was discussed to raise the point that if the cities wanted to do something there would be questions about priority that the region's leaders would have to decide.

Coun. Arnold said she was at the Metro Technical Advisory Committee meeting and she heard many comments that these were ideas for the cities to consider for the future.

Mayor Drake thanked O'Brien and Steckler for the presentation.

VISITOR COMMENT PERIOD:

Mark Tilson, unincorporated Portland, said he was at the meeting last week when the Save Cedar Mill spokesperson testified. He said he was only representing himself; he had lived in this area since 1989 and intended to stay. He said he was typical of the neighbors in that area. He said the neighborhood was perfectly scaled and livable with a balance of uses and scale they all wanted. He said putting Wal-Mart or an equivalent large commercial development in that location would deform the neighborhood. He said such a large development would make that area look like 185th Avenue. He asked the Council to consider livability.

COUNCIL ITEMS:

Coun. Bode said Beaverton was selected as one of the 30 All America Cities in the United States. She said the City was preparing its presentation for the final competition in Atlanta, Georgia on June 26, 2005. She said she hoped the City became one of the Top Ten All America Cities.

Mayor Drake said the Picnic in the Park scheduled for June 9, 2005, was moved from Schiffler Park to Fir Grove School due to weather conditions.

Coun. Bode commented that at last week's Picnic in the Park the Mayor threw out the first ball at the Little League game. She said she heard many positive comments about having the picnic under the cover of the building as it felt more like a group event. She said it was a great picnic.

Mayor Drake said he attended the State Parks and Recreation Board's monthly meeting with the Washington County Commission Chair Tom Brian and Commissioner Dick Schouten, and John Griffiths with Tualatin Hills Park & Recreation District. He said they were seeking a half million dollar grant from the State to help finish the purchase of the Mt Williams property. He said a decision should be made within 30 days.

Mayor Drake said on Saturday, June 18th, the City would host Flag Day with the Beaverton Elks Lodge to honor the American Flag. He said it would be at 1:00 p.m., at Griffith Park and he invited everyone to attend.

STAFF ITEMS:

Finance Director Patrick O'Claire said he distributed to Council a memorandum regarding the potential to refund the outstanding callable portion of 1999 General Obligation Library Construction Bonds. He said it was a fast track issue and there would be two items in next week's Council packet regarding this issue. He said the interest cost savings would be \$870,000 over the remaining life of the bonds; the savings will reduce the levy for debt service in the future.

CONSENT AGENDA:

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

Minutes of the Regular Meeting of June 6, 2005

05111 Liquor License: New Outlet - The Freshman Bakery & Café

Coun. Stanton said she had revisions to the June 6, 2005 minutes that she gave to the City Recorder.

Question called on the motion. Couns. Arnold, Bode, Doyle, Ruby and Stanton voting AYE, the MOTION CARRIED unanimously. (5:0)

WORK SESSION:

05112 Metropolitan Area Communications Commission Intergovernmental Agreement Regarding Public, Educational and Government Access Programming Priorities

Coun. Stanton, City Council liaison to the Metropolitan Area Communications Commission (MACC), said this concerned the allocation of franchise fees for Public, Educational and Government (PEG) funding. She referred to page 9, and said previously the City gave a percentage of its revenue based on population for MACC operations and PEG funding. She said the MACC Budget Committee developed a new funding formula last year based on a set dollar amount and all 14 jurisdictions in the County will pay their portion of that dollar amount. She said in the future the total funding will be \$500,000 plus the CPIU. She said the MACC agreement requires that all 14 jurisdictions agree to this amendment.

Coun. Doyle asked if Coun. Stanton was recommending that Council pass the resolution.

Coun. Stanton said that was her recommendation. She said the new name would be Tualatin Valley Community Television (TVCTV).

Coun. Doyle said it appeared the City would continue to provide one-sixth of the funding.

Coun. Stanton said that was correct. She said the City had one vote on the Board; however, the City had more programming opportunities than other cities. She said she was comfortable with this funding formula.

Coun. Bode asked if one of the jurisdictions did not approve the amendment, would that prevent the project from going forward.

Coun. Stanton said that was correct. She said the problem would have to be worked out with the jurisdiction that did not approve the agreement. She said one of the reasons the figures were low was that with the dissolution of Tualatin Valley Television (TVTV) half of the reserves, \$500,000, came into the MACC Budget. She said MACC was using that money to help with this funding. She said TVCTV will expand its scope to do more community and public programs; that would mean MACC will offer fewer opportunities for citizens to learn how to be producers of television programs.

ACTION ITEM:

05113 A Resolution Approving a Modification to the Intergovernmental Agreement for the Metropolitan Area Communications Commission (Resolution No. 3818)

Coun. Bode MOVED, SECONDED by Coun. Ruby, that Council approves Agenda Bill 05113, A Resolution Approving a Modification to the Intergovernmental Agreement for the Metropolitan Area Communications Commission. (Resolution 3818)

Coun. Doyle said he would support the motion. He thanked the TVTV Board of Directors and personnel who made this a successful and excellent operation. He said it was sad TVTV had dissolved.

Mayor Drake said under the new agreement, the openness and flair that TVTV provided would be lost. He said Marci Hosier did a great job managing TVTV. He said there will still be public access, but it will be a different kind of access.

Coun. Stanton said for the public the resolution being considered had nothing to do with the issue of the dissolution of TVTV. She said this resolution only dealt with how MACC and TVCTV would be funded for the next fiscal year.

Question called on the motion. Couns. Arnold, Bode, Doyle, Ruby and Stanton voting AYE, the MOTION CARRIED unanimously. (5:0)

ORDINANCES:

Coun. Doyle MOVED, SECONDED by Coun. Ruby, that the rules be suspended, and that the ordinance embodied in Agenda Bill 05114, be read for the first time by title only at this meeting, and for the second time by title only at the next regular meeting of the Council. Couns. Arnold, Bode, Doyle, Ruby and Stanton voting AYE, the MOTION CARRIED unanimously. (5:0)

First Reading:

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

05114 An Ordinance Annexing One Parcel Located at 14615 SW Walker Road to the City of Beaverton: Annexation 2005-0005 (Ordinance No. 4357)

Second Reading:

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

- 05107 An Ordinance Adopting TA 2005-0003 to Amend Development Code Chapter 20 and 90 (Self Storage Text Amendment) (Ordinance No.4354)
- 05108 An Ordinance Annexing One Parcel Located at 7185 SW Oleson Road to the City of Beaverton: Annexation 2005-0004 (Ordinance No. 4355)
- 05109 An Ordinance Amending Chapter One of the Beaverton City Code by Adding a New Section Relating to the Service of Legal and Administrative Process (Ordinance No. 4356)

Coun. Ruby MOVED, SECONDED by Coun. Stanton, that the ordinances embodied in Agenda Bills 05107, 05108 and 05109, now pass. Roll call vote. Couns. Arnold, Bode, Doyle, Ruby and Stanton voting AYE, the MOTION CARRIED unanimously. (5:0)

EXECUTIVE SESSION:

Coun. Stanton MOVED, SECONDED by Coun. Doyle, that Council move into 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. Couns. Arnold, Bode, Doyle, Ruby and Stanton voting AYE, the MOTION CARRIED unanimously. (5:0)

RECESS:

Mayor Drake called for a brief recess at 7:55 p.m. to setup for the Executive Session.

RECONVENE:

Mayor Drake reconvened the meeting at 8:10 p.m.

The executive session convened at 8:10 p.m.

The executive session adjourned at 9:15 p.m.

The regular meeting reconvened at 9:15 p.m.

Coun. Stanton MOVED, SECONDED by Coun. Ruby that the City Attorney's Office move forward with what was discussed in Executive Session. Couns. Arnold, Bode, Doyle, Ruby and Stanton voting AYE, the MOTION CARRIED unanimously. (5:0)

ADJOURNMENT:

There being no further business to come before the Council at this time, the meeting was adjourned at 9:15 p.m.

Sue Nelson, City Recorder

APPROVAL:

Approved this day of , 2005.

Rob Drake, Mayor

AGENDA BILL

**Beaverton City Council
Beaverton, Oregon**

SUBJECT: LIQUOR LICENSE

FOR AGENDA OF: 06/20/05 **BILL NO:** 05116

NEW OUTLET

Hanami Sushi
11729 SW Beaverton-Hillsdale Highway
Beaverton, OR

MAYOR'S APPROVAL: 

DEPARTMENT OF ORIGIN: Police 

DATE SUBMITTED: 06/07/05

PROCEEDING: Consent Agenda

EXHIBITS: None

BUDGET IMPACT

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

A background investigation has been completed and the Chief of Police finds that the applicant has met 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 application.

INFORMATION FOR CONSIDERATION:

4 J Corporation is opening a new establishment and have made application for a Limited On-Premises Sales License under the trade name of Hanami Sushi. The establishment will serve Japanese food. It will operate seven days a week, serving lunch and dinner from 11:00 a.m. to 9:00 p.m. There will be no entertainment offered. 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 CLCC license application.

AGENDA BILL

**Beaverton City Council
Beaverton, Oregon**

SUBJECT: Compensation Changes

FOR AGENDA OF: 06-20-05 **BILL NO:** 05117

Mayor's Approval: 

DEPARTMENT OF ORIGIN: HR

DATE SUBMITTED: 06-10-05

CLEARANCES: Finance
Police



PROCEEDING: Consent Agenda

EXHIBITS: Exhibit I – Market Factor Analysis Policy
Exhibit II – Market Factor Analysis Data
Exhibit III – Police Records Manager Market Data

BUDGET IMPACT

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

*The additional funding is explained in this Agenda Bill and summarized in item number 3 under Recommended Action.

HISTORICAL PERSPECTIVE:

Management Fiscal Increase

Historically, Council has approved a fiscal increase for management employees that equaled the adjustment given to employees in the bargaining unit which represents the general employee unit (i.e., in 2005, Service Employees International Union).

Market Factors

The City's compensation philosophy is to maintain a payline that places most classifications between the 50th and 75th percentiles in the labor market. The labor market was defined as the City's established comparables plus other public sector organizations along the I-5 corridor in the greater Portland/Vancouver area.

In 2000, Council approved a Market Factor Analysis Policy and market factors for the following classifications: Police Lieutenant, Police Captain, Plans Examiner I, Plans Examiner II, Building Inspector, Electrical Inspector, Plumbing Inspector, Electrical Inspector Lead and Plumbing Inspector Lead. Per SEIU contract and the market factor policy, staff is required to review market data for these classifications annually to determine whether the market factor remains applicable. In 2001, Council approved the reallocation of the Police Captain classification from salary grade 15 to salary grade 16 thereby eliminating the need for market factor consideration for this classification. In 2003, Council approved including the GIS Specialist, Computer Service Technician and Computer Service Technician Lead in the list of classifications eligible for market factor consideration.

Classification Changes

Due to a restructuring in the Police Records Division, the title of the current Police Records Supervisor was changed to Police Records Manager in August of 2004. The position remained at salary grade 10. The restructure has since resulted in an increase of duties and responsibilities to the Police Records

Manager position. The Police Department requested that Human Resources determine the appropriate salary for this classification.

INFORMATION FOR CONSIDERATION:

Management Fiscal Increase

The SEIU contract stipulates that employees in that bargaining unit will receive an adjustment equal to the January 2005 US CPI-W with a minimum of 2% and a maximum of 3%. For fiscal year 2005-06, the 3% cap was used to determine the fiscal increase for SEIU represented employees. The estimated cost to provide a 3% fiscal increase to management employees for fiscal year 2005-06 is approximately \$330,946 including salaries and fringes. This amount was included in the fiscal year 2005-06 budget.

Fiscal Year 2004-05 Market Factors

Staff reviewed the market data for eligible classifications and found that the current market factors are still appropriate for all but one classification. The Computer Service Technician is the only classification that falls below either the market average or the 50th percentile and requires a \$.09 adjustment to the market factor rate. Since the policy stipulates that we will maintain a 7.5% differential between leads/supervisors and their staff, the Computer Service Technician Lead is eligible to receive an increase of \$.08 in order to maintain that differential. The estimated cost of increasing the market factors for these classifications in fiscal year 2005-06 including salaries and fringe benefits is \$467.

The cost to continue market factors for the remaining classifications not receiving an adjustment are included in the overall budget.

Classification Changes

Staff conducted a market study for the Police Records Manager classification. The City's compensation philosophy is to pay between the 50th and 75th percentiles, therefore, either salary grade 11 or 12 would be appropriate. Staff also conducted a point factor analysis to look at internal equity. The point factor system supported salary grade 11. Therefore, we have found salary grade 11 to be an appropriate placement for this classification. The cost to implement this recommendation for fiscal year 2005-06 is \$5738 including salary and fringes. Savings from other funds in the Police Department budget will be used to pay for this position from January 1, 2005 – June 30, 2005.

RECOMMENDED ACTION:

Council approve the following effective July 1, 2005:

1. The 3% fiscal adjustment for management employees;
2. Continue market factor ranges including the 3% fiscal year adjustment for the Plans Examiner 1, Plans Examiner 2, Electrical Inspector, Electrical Inspector Lead, Plumbing Inspector, Plumbing Inspector Lead, Building Inspector and GIS Specialist classifications;
3. Revise market factors and adjustments as listed below. All dollar amounts are prior to the 3% fiscal adjustment.
 - ❖ Computer Service Technician classification to bring the salary range to a maximum step of \$24.71;
 - ❖ Computer Service Technician Lead to bring the salary range to a maximum step of \$26.56;
4. Council authorize the Finance Director to include the appropriation for the costs of the actions in item number 3 in the first supplemental budget for fiscal year 2005-06.

Council approve the following effective January 1, 2005:

5. Reallocation of the Police Records Manager salary grade to 11.
6. Council authorize the Finance Director to include the appropriation for the costs of the actions in item number 5 in the first supplemental budget for fiscal year 2005-06.

CITY of BEAVERTON
MARKET FACTOR ANALYSIS POLICY
Approved by Council June, 2000

Introduction

In 1998, the City of Beaverton implemented the results of a compensation and classification study that established both internal equity between classifications and external equity with our labor market. The payline that the City implemented placed most classifications between the 50th and 75th percentile in the market. That is, in general, the City would pay between the 50th and 75th percentile for similar types of classifications. The labor market was defined as the City's established comparables plus other public sector organizations along the I-5 corridor in the greater Portland/Vancouver area.

In order to ensure that City compensation remains competitive, Human Resources conducts compensation surveys every two or three years to maintain our position vis a vis market rates for our classifications. The Human Resources Department conducted a compensation and benefits survey in February 2000. The results of that study indicate that most positions continue to be between the 50th and 75th percentile.

Some classifications fall below the market average rate of pay and/or the 50th percentile using the payline approach adopted by the City. This can be the result of a variety of factors. First, each organizations has pay practices in which they establish internal equity or salary administration practices. Second, some jurisdictions pay certification pay for classifications that require certifications or licenses. This, in effect, raises the level of total compensation for these classifications. Because of these two factors, the City is paying below the market average and/or 50th percentile for some classifications. This creates a problem with recruiting and retention. Additionally, it creates a perception among employees that the City is not willing to pay market rates for the knowledge and experience required for the classification.

Recommendation

To alleviate this problem staff recommends the City establish a market factor program. This would involve an adjustment to classifications that fall below the market average. Additionally, if the increase to the average market rate did not bring the City's rate for a classification to the 50th percentile, the City's rate would be adjusted to the 50th percentile.

Once the rate for a classification has been adjusted, the Human Resources Department would review the rate of the subject classification in relation to the rates of its lead/supervisor to ensure an appropriate differential between the classifications is maintained.

Human Resources would conduct an annual compensation study for these classifications to verify that the market adjustments continued to be necessary and were at the appropriate rate vis a vis the market.

Procedure for Market Factor Analysis

Requests for Market Factor Adjustments

- Request for analysis can come from employees with Department Head approval.
- Human Resources can determine that analysis is appropriate due to factors such as difficulty in recruiting, etc.

Data Collection

- There must be at least seven organizations that have a good match as determined by Human Resources. (Factors considered to determine the appropriateness of a match include the similarity of duties, size/scope and organization structure.)
- At least five of these organizations should be on the original list of COB's comparables. All organizations on the list must be on the list used by the City to determine the payline. (See attached list.)

Data Analysis

- When certification pay is paid by an organization participating in the compensation study, the City will determine whether that additional pay should be included in the market factor analysis. If included, only certification adjustments that reflect COB requirements will be considered. Certifications or licenses held by individual employees will not be used to determine market factors.
- If the COB maximum for a classification is below the average of the market, a market factor that places the classification maximum at the average market maximum will be recommended. If the market average is less than the 50th percentile, the market factor will be adjusted to the 50th percentile.
- If a market factor is recommended for a classification, Human Resources will also review the impact of the market factor on the classification's leadworker and/or supervisor. The City will maintain the current differential or a 7.5% differential, whichever is less, between a classification and its leadworker. The City will maintain the current differential or a 10.0% differential, whichever is less, between a classification and its supervisor.

Recommendations and Approval

- Human Resources will review the market factor recommendation with the Department Heads whose classifications are impacted.
- Human Resources will take the market factor recommendation to the Mayor for his approval.
- With the Mayor's approval, Human Resources will take the recommendation to Council for approval and the authority to negotiate the market factor with the appropriate bargaining group if applicable.

Comparables Used to Develop Market Factor

City of Albany
Clackamas County*
Clark County *
City of Corvallis
City of Eugene
City of Gresham
City of Hillsboro
City of Lake Oswego
City of Medford
Multnomah County*
City of Portland*
City of Salem
City of Springfield
City of Tigard
City of Tualatin*
City of Vancouver*
Washington County
State of Oregon*

Metro*
Port of Portland*
Tri-Met*
Tualatin Hills Parks and Recreation District*
Tualatin Valley Fire District*
Tualatin Valley Water District*
Unified Sewerage Agency*

* These jurisdictions are not part of the original list of comparables.

Jurisdiction	Job Title	Adjusted Wages
City of Lake Oswego	Micro Computer Analyst	\$29.97
City of Portland	IS Tech II	\$28.52
Clark County	Technical Support Specialist 3	\$27.05
Clackamas County	Microcomputer Specialist 2	\$26.99
City of Vancouver	Computer Support Technician (IT Tech, B)	\$25.94
City of Gresham	Technical Support Specialist	\$25.80
City of Tigard	Network Technician	\$25.28
City of Springfield	PC Support Tech	\$25.01
City of Hillsboro	Computer Support Specialist	\$24.71
City of Medford	Network/PC Specialist	\$24.50
Tualatin Parks and Recreation District	Computer Support/Trainer	\$24.42
City of Corvallis	MIS Technician	\$23.51
City of Eugene	PC/Network Support Technician	\$22.70
City of Albany	LAN Technician	\$22.40
Multnomah County	Desktop Support Specialist	\$21.90
Washington County	Help Desk Technician	\$20.60
City of Bend	IT Technician I	\$19.89
City of Beaverton	Computer Service Technician	\$24.62
	75th Percentile	\$25.94
	50th percentile	\$24.71
	Average	\$24.66

Market Data -- Police Records Manager
June 2005

Jurisdiction	Title	Min	Max	PERS P/U	Reports to
Hillsboro*	Police Support Services Manager	\$ 4,690	\$ 6,301	EE	Deputy Police Chief
Gresham	Police Records Manager	\$ 4,390	\$ 5,708	ER	Police Captain
Medford	Police Records Manager	\$ 3,934	\$ 5,020	ER	Police Services Division Manager
Salem	Police Records Supervisor	\$ 3,520	\$ 4,481	ER	
Tigard	Police Records Supervisor	\$ 3,236	\$ 4,337	N/A	Police Captain
	Average	\$ 3,954	\$ 5,169		
	50th Percentile	\$ 3,934	\$ 5,020		
	75th Percentile	\$ 4,390	\$ 5,708		
	Beaverton - salary grade 11	\$ 3,812	\$ 5,108		

*Adjusted for Retirement benefits

No Match

- Albany
- Bend
- Clackamas County
- Clark County
- Corvallis
- Eugene
- Lake Oswego
- Multnomah County
- Portland
- Springfield
- State of Oregon
- Tualatin
- Vancouver
- Washington County

AGENDA BILL

**Beaverton City Council
Beaverton, Oregon**

SUBJECT: A Resolution Approving Transfer of Appropriation Within the General Fund of the City During the FY 2004-2005 Budget Year and Approving the Appropriations for the Fund

FOR AGENDA OF: 06-20-05 **BILL NO:** 05118

Mayor's Approval: *[Signature]*

DEPARTMENT OF ORIGIN: HR

DATE SUBMITTED: 06-13-05

CLEARANCES: Finance
City Attorney

[Signature]
[Signature]

PROCEEDING: Consent Agenda

EXHIBITS: Transfer Resolution

BUDGET IMPACT

EXPENDITURE	AMOUNT	APPROPRIATION
REQUIRED \$ 75,000	BUDGETED \$0*	REQUIRED \$ 75,000*

* Account Number 001-45-0571-511 General Fund Municipal Court Program Professional Services Account. The required appropriation is available from the General Fund's Contingency Account and will be established through the attached Transfer Resolution

HISTORICAL PERSPECTIVE:

Each year the Municipal Court budgets funds to pay for professional services that include: Indigent defense attorneys, fingerprinting services, investigation services, language/interpreter services, witness fees, and other services related to records management and credit card processing. During FY 2004-05, the Court added a net of two more court-appointed attorneys to handle the increased demands of the Court and one substitute judge to insure court coverage.

At the time the budget appropriations are established, historical information is the basis for the decisions. In previous years, the Municipal Court has stayed below the forecasted expense. This year, the demands for Court services increased as a result of the following:

- Court-Appointed Attorney case assignments increased by 114; the expense by 32 percent
- Misdemeanor charges increased by 190 (+11.4 percent)
- Warrants cleared increased by 184 (+10.3 percent)
- Call hearings were instituted in November of 2004, requiring the attorney and defendant to appear on Monday before the judge to determine the probability of a jury trial on Friday.

INFORMATION FOR CONSIDERATION:

The attached Transfer Resolution provides the necessary appropriation to pay for expenses incurred but not billed and for expenses that will be incurred through June 30, 2005.

RECOMMENDED ACTION:

City Council adopt the attached Transfer Resolution.

RESOLUTION NO. 3819

A RESOLUTION APPROVING TRANSFER OF
APPROPRIATION WITHIN THE GENERAL FUND OF THE
CITY DURING THE FY 2004-05 BUDGET YEAR AND
APPROVING THE APPROPRIATIONS FOR THE FUND

WHEREAS, the City Council reviews and approves the annual budget; and,

WHEREAS, during the year the Council must authorize the transfers of appropriations from one category of a fund to another fund or from categories within a fund; and,

WHEREAS, an additional appropriation of \$75,000 is needed in the Materials and Services Category of the General Fund's Municipal Court program due to the increased need for indigent defense and interpreter services, and the expenditure appropriation is available in the Contingency Category of the fund; now therefore,

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

Section 1. The Finance Director is hereby authorized and instructed to transfer the following appropriations:

- \$75,000 out of the Contingency Category of the General Fund into the Materials and Services Category as indicated below:

Materials and Services	001-45-0571-511	\$75,000
Contingency	001-13-0003-991	<\$75,000>

Adopted by the Council this _____ day of _____, 2005.

Approved by the Mayor this _____ day of _____, 2005

Ayes: _____

Nays: _____

ATTEST:

APPROVED:

Sue Nelson, City Recorder

Rob Drake, Mayor

AGENDA BILL

**Beaverton City Council
Beaverton, Oregon**

SUBJECT: Authorize Acceptance of FY05 Law Enforcement Terrorism Prevention Program Grant Awarded to the City of Beaverton

FOR AGENDA OF: 6/20/05 **BILL NO:** 05119

Mayor's Approval: *Hal Brahm*

DEPARTMENT OF ORIGIN: Emergency Management

DATE SUBMITTED: 6/8/05

CLEARANCES: Finance *McCune*
Police *[Signature]*
City Attorney *[Signature]*
Mayor's Off. *La*

PROCEEDING: Consent Agenda

- EXHIBITS:**
1. Resolution
 2. Grant Award Conditions and Certifications
 3. Grant Application and Proposed Budget

BUDGET IMPACT

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

The City of Beaverton has been awarded a Law Enforcement Terrorism Prevention Program Grant under the State Homeland Security Grant Program. The U.S. Department of Homeland Security, Office for Domestic Preparedness is providing funds to states for enhancing law enforcement capabilities for detecting, deterring, disrupting, and preventing acts of terrorism. The items requested in the grant application are based on a county-wide needs and capability assessment that was developed in accordance with federal requirements, and was part of a consolidated county grant application. The grant is in the amount of \$123,600 on a reimbursement basis, and no matching funds are required. The funds must be used to purchase the equipment identified in the grant application.

INFORMATION FOR CONSIDERATION:

The Law Enforcement Terrorism Protection Program provides funds to local law enforcement agencies to enhance their capabilities to defeat, deter, disrupt, and prevent acts of terrorism.

All of the materials included in the grant request were identified during the countywide needs assessment and were part of a coordinated and consolidated Washington County grant application. This grant builds on a previous grant award received by the City and is part of a project with Washington County that has been funded through the same grant programs. Throughout the vulnerability and needs assessment process, an integrated and interoperable approach was taken in the consideration of all the security requirements.

Since the grant funds have been awarded they have been included in the proposed FY 05-06 Budget, which is being scheduled to be adopted at the Public Hearing portion of tonight's meeting.

RECOMMENDED ACTION:

Council authorize the Mayor to sign and accept the \$123,600 grant from the Office of Domestic Preparedness.

OREGON OFFICE OF HOMELAND SECURITY
CRIMINAL JUSTICE SERVICES DIVISION
LAW ENFORCEMENT TERRORISM PREVENTION PROGRAM
CFDA # 97.074

GRANT AWARD CONDITIONS AND CERTIFICATIONS

PROGRAM NAME:	Coordinated Response '05	GRANT NO:	#05-144
GRANTEE:	City of Beaverton	FY 2005 AWARD:	\$123,600
ADDRESS:	Emergency Management P.O. Box 4755 Beaverton, OR 97076-4755	AWARD PERIOD:	5/1/05 thru 12/31/06
PROGRAM CONTACT:	Michael Mumaw mumawmj@tvfr.com	TELEPHONE:	(503) 642-0383
		FAX:	(503) 642-4814
FISCAL CONTACT:	J.J. Schulz	TELEPHONE:	(503) 526-2245

BUDGET

REVENUE

Federal Grant Funds \$123,600

TOTAL REVENUE: \$123,600

EXPENDITURES

Interoperable Communications \$123,600

TOTAL EXPENDITURES: \$123,600

This document along with the terms and conditions and grant application attached hereto and any other document referenced constitutes an agreement between the Criminal Justice Services Division (CJSD) of the Oregon Office of Homeland Security and the Grantee. No waiver, consent, modification or change of terms of this agreement shall be binding unless agreed to in writing and signed by both the Grantee and CJSD. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Grantee, by signature of its authorized representative, hereby acknowledges that he/she has read this agreement, understands it, and agrees to be bound by its terms and conditions (including all references to other documents). Failure to comply with this agreement and with applicable state and federal rules and guidelines may result in the withholding of reimbursement, the termination or suspension of the agreement, denial of future grants, and/or damages to CJSD.

TERMS AND CONDITIONS

I. CONDITIONS OF AWARD

- A. The Grantee agrees to operate the program as described in the application and to expend funds in accordance with the approved budget unless the Grantee receives prior written approval by CJSD to modify the program or budget. CJSD may withhold funds for any expenditure not within the approved budget or in excess of amounts approved by CJSD. Failure of the Grantee to operate the program in accordance with the written agreed upon objectives contained in the grant application and budget will be grounds for immediate suspension and/or termination of the grant agreement.
- B. The Grantee agrees that all publications created with funding under this grant shall prominently contain the following statement: "This document was prepared under a grant from the Office of State and Local Government Coordination and Preparedness (SLGCP), United States Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of SLGCP or the U.S. Department of Homeland Security."
- C. The Grantee agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security."
- D. Maintenance, Retention and Access to Records; Audits.
1. Maintenance and Retention of Records. The Grantee agrees to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and the standards of the Office of the Comptroller set forth in the March 2005 Office of Justice Programs (OJP) Financial Guide, including without limitation in accordance with Office of Management and Budget (OMB) Circulars A-87, A-102, A-122, A-128, A-133. All financial records, supporting documents, statistical records and all other records pertinent to this grant or agreements under this grant shall be retained by the Grantee for a minimum of five years for purposes of State of Oregon or Federal examination and audit. It is the responsibility of the Grantee to obtain a copy of the OJP Financial Guide from the Office of the Comptroller and apprise itself of all rules and regulations set forth.
 2. Retention of Equipment Records. Records for equipment shall be retained for a period of three years from the date of the disposition or replacement or transfer at the discretion of the awarding agency. Title to all equipment and supplies purchased with funds made available under the SHSGP shall vest in the Grantee agency that purchased the property, if it provides written certification to CJSD that it will use the property for purposes consistent with the State Homeland Security Grant Program.
 3. Access to Records. CJSD, Oregon Secretary of State, the Office of the Comptroller, the General Accounting Office (GAO) or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of Grantee and any contractors or subcontractors of Grantee, which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. The right of access is not limited to the required retention period but shall last as long as the records are retained.
 4. Audits. If Grantee *expends* \$500,000 or more in Federal funds (from all sources) in its fiscal year, Grantee shall have a single organization-wide audit conducted in accordance with the provisions of OMB Circular A-133. Copies of all audits must be submitted to CJSD within 30 days of completion. If Grantee *expends* less than \$500,000 in its fiscal year in Federal funds, Grantee is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section I.D.1 herein.
 5. Audit Costs. Audit costs for audits not required in accordance with OMB Circular A-133 are unallowable. If Grantee did not *expend* \$500,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant.

E. Funding.

1. Matching Funds. **This Grant does not require matching funds.**
2. Supplanting. The Grantee certifies that federal funds will not be used to supplant state or local funds, but will be used to increase the amount of funds that, in the absence of federal aid, would be made available to the Grantee to fund programs consistent with Law Enforcement Terrorism Prevention Program guidelines.

F. Reports. **Failure of the Grantee to submit the required program, financial, or audit reports, or to resolve program, financial, or audit issues may result in the suspension of grant payments and/or termination of the grant agreement.**

1. Progress Reports, Initial Strategy Implementation Plan (ISIP), and Biannual Strategy Implementation Report (BSIR). The Grantee agrees to submit two types of semi-annual reports on its progress in meeting each of its agreed upon goals and objectives. One is a narrative progress report that addresses specific information regarding the activities carried out under the FY 2005 Homeland Security Grant Program and how they address identified project specific goals and objectives. Progress reports are due **January 17, 2006; July 18, 2006; and January 15, 2007 or whenever Requests for Reimbursement are submitted, whichever comes first..** Narrative reports may be submitted separately or included in the "Project Notes" section of the BSIR.

The second is a set of web-based applications that details how funds are linked to one or more projects, which in turn must support specific goals and objectives in the State or Urban Area Homeland Security Strategy. The first report, the Initial Strategy Implementation Plan (ISIP), is due by **May 2, 2005**.

Biannual Strategy Implementation Reports (BSIR) must be received no later than **July 15, 2005, January 17, 2006; July 18, 2006; and January 15, 2007**. A final BSIR will be due 90 days after the grant award period.

Examples of information to be captured in the ISIP and BSIR include:

- Total dollar amount received from each funding source (e.g., Law Enforcement Terrorism Prevention Program, State Homeland Security Program, Citizen Corps).
- Projects(s) to be accomplished with funds provided during the grant award period.
- State or Urban Area Homeland Security Strategy goal or objective supported by the project(s).
- Amount of funding designated for each discipline from each grant funding source.
- Solution area which expenditures will be made and the amount that will be expended under each solution area from each grant funding source.
- Metric and or narrative discussion indicating project progress / success.

Any progress report, Initial Strategy Implementation Plan, or Biannual Strategy Implementation Report that is outstanding for more than one month past the due date may cause the suspension and/or termination of the grant. Grantee must receive prior written approval from CJSD to extend a progress report requirement past its due date.

2. Financial Reimbursement Reports.

- a. In order to receive reimbursement, the Grantee agrees to submit a signed Request for Reimbursement (RFR) which includes **supporting documentation for all grant expenditures**. RFRs may be submitted quarterly but no less frequently than semi-annually during the term of the grant agreement. **At a minimum**, RFRs must be received no later than **January 31, 2006; July 31, 2006; and January 31, 2007**.

Reimbursements for expenses will be withheld if progress reports are not submitted by the specified dates or are incomplete.

- b. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the times, dates, and places of travel, and the actual expenses or authorized rates incurred.

- c. Reimbursements will only be made for actual expenses incurred during the grant period. The Grantee agrees that no grant funds may be used for expenses incurred before **May 1, 2005 or after December 31, 2006**. Reimbursements will not be made for services or fees (contractual, maintenance, warranties) that extend beyond the grant award period.
- d. Grantee shall be accountable for and shall repay any overpayment, audit disallowances or any other breach of grant that results in a debt owed to the Federal Government. CJSD shall apply interest, penalties, and administrative costs to a delinquent debt owed by a debtor pursuant to the Federal Claims Collection Standards and OMB Circular A-129.

3. Audit Reports. Grantee shall provide CJSD copies of all audit reports pertaining to this Grant Agreement obtained by Grantee, whether or not the audit is required by OMB Circular A-133.

G. Indemnification. The Grantee shall, to the extent permitted by the Oregon Constitution and by the Oregon Tort Claims Act, defend, save, hold harmless, and indemnify the State of Oregon and CJSD, their officers, employees, agents, and members from all claims, suits and actions of whatsoever nature resulting from or arising out of the activities of Grantee, its officers, employees, subcontractors, or agents under this grant.

Grantee shall require any of its contractors or subcontractors to defend, save, hold harmless and indemnify the State of Oregon, Criminal Justice Services Division, and the Oregon Office of Homeland Security, their officers, employees, agents, and members, from all claims, suits or actions of whatsoever nature resulting from or arising out of the activities of subcontractor under or pursuant to this grant.

Grantee shall, if liability insurance is required of any of its contractors or subcontractors, also require such contractors or subcontractors to provide that the State of Oregon, Criminal Justice Services Division, and the Oregon Office of Homeland Security and their officers, employees and members are Additional Insureds, but only with respect to the contractor's or subcontractor's services performed under this grant.

H. Copyright and Patents.

1. Copyright. If this agreement or any program funded by this agreement results in a copyright, the CJSD and the Office for Domestic Preparedness reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which Grantee, or its contractor or subcontractor, purchases ownership with grant support.

2. Patent. If this agreement or any program funded by this agreement results in the production of patentable items, patent rights, processes, or inventions, the Grantee or any of its contractors or subcontractors shall immediately notify CJSD. The CJSD will provide the Grantee with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

I. No Implied Waiver, Cumulative Remedies. The failure of Grantor to exercise, and any delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

J. Governing Law; Venue; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively, "Claim") between Grantor (and/or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for the State of Oregon; provided, however, if the Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. **Grantee, By Execution Of This Agreement, Hereby Consents To The In Personam Jurisdiction Of Said Courts.**

K. Notices. Except as otherwise expressly provided in this Section, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same by registered or certified mail, postage prepaid to Grantee or Grantor at the address or number set forth on page 1 of this Agreement, or to such other addresses or numbers as either party may hereafter indicate

pursuant to this section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed Notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.

- L. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Grantor, Grantee, and their respective successors and assigns, except that Grantee may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of Grantor.
- M. Survival. All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Section I.C (Maintenance, Retention and Access to Records; Audits); Section I.E (Reports); and Section I.F (indemnification).
- N. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- O. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Agreement.

II. Grantee Compliance and Certifications

- A. Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Grantee certifies by accepting grant funds that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency. (This certification is required by regulations published May 26, 1988, implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 69 and 28 CFR Part 67.)
- B. Standard Assurances and Certifications Regarding Lobbying. The Anti-Lobbying Act, 18 U.S.C. § 1913, was amended to expand significantly the restriction on use of appropriated funding for lobbying. This expansion also makes the anti-lobbying restrictions enforceable via large civil penalties, with civil fines between \$10,000 and \$100,000 per each individual occurrence of lobbying activity. These restrictions are in addition to the anti-lobbying and lobbying disclosure restrictions imposed by 31 U.S.C. § 1352. The Office of Management and Budget (OMB) is currently in the process of amending the OMB cost circulars and the common rule (codified at 28 C.F.R. part 69 for DOJ grantees) to reflect these modifications. However, in the interest of full disclosure, all applicants must understand that no federally-appropriated funding made available under this grant program may be used, either directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express approval of the U.S. Department of Justice. Any violation of this prohibition is subject to a minimum \$10,000 fine for each occurrence. This prohibition applies to all activity, even if currently allowed within the parameters of the existing OMB circulars.
- C. Compliance with Applicable Law. The Grantee agrees to comply with all applicable laws, regulations, and guidelines of the State of Oregon, the Federal Government and CJSJSD in the performance of this agreement including but not limited to:
 - 1. The provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures, and Federal laws or regulations applicable to Federal assistance programs.
 - 2. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646).

3. Section 102(a) of the Flood Disaster Protection Act of 1973, P.L. 93-234, 87 Stat.97, approved December 31, 1976.
4. Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq)
5. National Environmental Policy Act of 1969, 42 USC 4321 et seq.
6. Flood Disaster Protection Act of 1973, 42 USC 4001 et seq.
7. Clean Air Act, 42 USC 7401 et seq.
8. Clean Water Act, 33 USC 1368 et seq
9. Federal Water Pollution Control Act of 1948, as amended, 33 USC 1251 et seq.
10. Safe Drinking Water Act of 1974, 42 USC 300f et seq.
11. Endangered Species Act of 1973, 16 USC 1531 et seq.
12. Wild and Scenic Rivers Act of 1968, as amended, 16 USC 1271 et seq.
13. Historical and Archaeological Data Preservation Act of 1960, as amended, 16 USC 469 et seq.
14. Coastal Zone Management Act of 1972, 16 USC 1451 et seq.
15. Coastal Barrier Resources Act of 1982, 16 USC 3501 et seq.
16. Indian Self-Determination Act, 25 USC 450f.
17. Hatch Political Activity Act of 1940, as amended, 5 USC 1501 et seq.
18. Animal Welfare Act of 1970, 7 USC 2131 et seq.
19. Demonstration Cities and Metropolitan Development Act of 1966, 42 USC 3301 et seq.
20. Federal Fair Labor Standards Act of 1938 (as appropriate), as amended, 29 USC 201 et seq.

D. Certification of Non-discrimination.

1. The Grantee, and all its contractors and subcontractors, certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this agreement on the basis of race, color, age, religion, national origin, handicap, or gender. The Grantee, and all its contractors and subcontractors, assures compliance with the following laws:
 - a. Non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended;
 - b. Title IV of the Civil Rights Act of 1964, as amended;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended;
 - d. Title II of the Americans with Disabilities Act (ADA) of 1990,
 - e. Title IX of the Education Amendments of 1972;
 - f. The Age Discrimination Act of 1975;
 - g. The Department of Justice Nondiscrimination Regulations 28 CFR Part 42, Subparts C, D, E, and G;
 - h. The Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
2. In the event that a Federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, handicap or gender against the Grantee or any of its contractors or subcontractors, the Grantee or any of its contractors or subcontractors will forward a copy of the finding to the Criminal Justice Services

Division (CJSD). CJSD will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs

- E. Civil Rights Compliance. All recipients of federal grant funds are required, and Grantee agrees, to comply with nondiscrimination requirements of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq. (prohibiting discrimination in programs or activities on the basis of race, color, and national origin); Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. § 3789d(c)(1) (prohibiting discrimination in employment practices or in programs and activities on the basis of race, color, religion, national origin, and gender); Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 et seq. (prohibiting discrimination in employment practices or in programs and activities on the basis of disability); Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131 (prohibiting discrimination in services, programs, and activities on the basis of disability); The Age Discrimination Act of 1975, 42 U.S.C. § 6101-07 (prohibiting discrimination in programs and activities on the basis of age); and Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 et seq. (prohibiting discrimination in educational programs or activities on the basis of gender).
- F. Equal Employment Opportunity Program. If the Grantee, or any of its contractors or subcontractors, has 50 or more employees, is receiving more than \$25,000 pursuant to this agreement, and has a service population with a minority representation of three percent or more, the Grantee, or any of its contractors or subcontractors, agrees to formulate, implement and maintain an equal employment opportunity program relating to employment practices affecting minority persons and women. If the Grantee, or any of its contractors or subcontractors, has 50 or more employees, is receiving more than \$25,000 pursuant to this agreement, and has a service population with a minority representation of less than three percent, the Grantee or any of its contractors or subcontractors, agrees to formulate, implement and maintain an equal employment opportunity program relating to its practices affecting women. The Grantee, and any of its contractors and subcontractors, certifies that an equal employment opportunity program as required by this section will be in effect on or before the effective date of this agreement. Any Grantee, and any of its contractors or subcontractors, receiving more than \$500,000, either through this agreement or in aggregate grant funds in any fiscal year, shall in addition submit a copy of its equal employment opportunity plan at the same time as the application submission, with the understanding that the application for funds may not be awarded prior to approval of the Grantee's, or any of its contractors or subcontractors, equal employment opportunity program by the Office for Civil Rights, Office of Justice Programs.

If required to formulate an Equal Employment Opportunity Program (EEOP), the Grantee must maintain a current copy on file which meets the applicable requirements.

- G. Services to Limited English Proficient (LEP) Persons. Recipients of ODP financial assistance are required to comply with several federal civil rights laws, including Title VI of the Civil Rights Act of 1964, as amended. These laws prohibit discrimination on the basis of race, color, religion, national origin, and sex in the delivery of services. National origin discrimination includes discrimination on the basis of limited English proficiency. To ensure compliance with Title VI, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Grantees are encouraged to consider the need for language services for LEP persons served or encountered both in developing their proposals and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. For additional information, please see <http://www.lep.gov>.
- H. National Environmental Policy Act (NEPA); Special Condition for U.S. Department of Justice Grant Programs.
1. Prior to obligating grant funds, Grantee agrees to first determine if any of the following activities will be related to the use of the grant funds. Grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the Grantee, a contractor, subcontractor or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:
 - a. new construction;
 - b. minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year floodplain;

- c. a renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and
 - d. implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments
2. Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the Grantee's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, the Grantee, upon specific request from the Office for Domestic Preparedness, agrees to cooperate with the Office for Domestic Preparedness in any preparation by the Office for Domestic Preparedness of a national or program environmental assessment of that funded program or activity.
- I. Certification Regarding Drug Free Workplace Requirements. Grantee certifies that it will provide a drug-free workplace by
- 1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 2. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Grantee's policy of maintaining a drug-free workplace,
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - 3. Requiring that each employee engaged in the performance of the grant be given a copy of the employer's statement required by paragraph (a).
 - 4. Notifying the employee that, as a condition of employment under the award, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.
 - 5. Notifying the Grantee within ten days after receiving notice from an employee or otherwise receiving actual notice of such conviction.
 - 6. Taking one of the following actions, within 30 days of receiving notice, with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by federal, state, or local health, law enforcement, or other appropriate agency.
 - 7. Making a good faith effort to continue to maintain a drug-free workplace.

III. Suspension or Termination of Funding

The Criminal Justice Services Division may suspend funding in whole or in part, terminate funding, or impose another sanction on a Law Enforcement Terrorism Prevention Program recipient for any of the following reasons:

- A. Failure to comply substantially with the requirements or statutory objectives of Law Enforcement Terrorism Prevention Program guidelines issued thereunder, or other provisions of federal law.
- B. Failure to make satisfactory progress toward the goals and objectives set forth in the application.

- C Failure to adhere to the requirements of the grant award and standard or special conditions.
- D Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected.
- E Failing to comply substantially with any other applicable federal or state statute, regulation, or guideline. Before imposing sanctions, the Criminal Justice Services Division will provide reasonable notice to the Grantee of its intent to impose sanctions and will attempt to resolve the problem informally.

IV. Grantee Representations and Warranties

Grantee represents and warrants to Grantor as follows.

1. Existence and Power. Grantee is a political subdivision of the State of Oregon. Grantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
2. Authority, No Contravention. The making and performance by Grantee of this Agreement (a) have been duly authorized by all necessary action of Grantee, (b) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency or any provision of Grantee's articles of incorporation or bylaws and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties are bound or affected.
3. Binding Obligation. This Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms.
4. Approvals. No authorization, consent, license, approval of, filing or registration with, or notification to, any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

Carmen Merlo, Director
 Criminal Justice Services Division
 Oregon Office of Homeland Security
 4760 Portland Road NE
 Salem, OR 97305
 (503) 378-4145 ext 545

Date

Signature of Authorized Grantee Official

Date

Name/Title

FY 2005 HOMELAND SECURITY GRANT PROGRAM COVER SHEET

A COMPLETED COVER SHEET MUST BE SUBMITTED BY EACH COLLABORATING AGENCY

Program Title: Coordinated Response '05
County Applicant Agency: Office of Consolidated Emergency Management for Washington County
Collaborating Agency: (Per attached list and collaborating agency cover sheets)
Agency size:
Number of full time employees: 1 Number of part-time employees: 0
Number of volunteers: 0

Population served by agency: 480,200 Geographic area served by agency: Washington County
as reported by the Population Research Center at Portland State University:
<http://www.upa.pdx.edu/CPRC/publications/annualorpopulation.html>

Federal Funds Requested: \$ 739,876.00 (SHSP) \$ 4,804,600.00 (LETPP)
\$ None (CCP)

Program Start Date: April 1, 2005
Program End Date: December 31, 2006

Applicant's Address: 20665 SW Blanton Street
Aloha, OR 97007

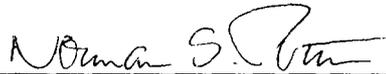
Program Contact/Phone number: Norman "Scott" Porter / (503) 642-0371

E-mail: scott.porter@tvfr.com fax number: (503) 642-4814

Fiscal Contact/Phone Number: Norman "Scott" Porter / (503) 642-0371

Applicant Agency Federal Tax Identification Number: N/A

Authorized Official for the Applicant Agency: Norman "Scott" Porter

Signature of authorized official: _____


I have reviewed the application and concur with the project prioritization NSP (initial)

I have reviewed the application and do not concur with the project prioritization _____ (initial)

Washington County
COLLABORATING AGENCIES
FY 2005 HOMELAND SECURITY GRANT PROGRAM

The following agencies/organizations collaborated in preparation of the attached application for FY-05 HSGP funds:

Washington County – Public Health, Facilities, and Information Technology
Washington County Sheriff's Office

City of Beaverton – Police, Water and Information Technology
City of Cornelius – Police and Fire
City of Forest Grove – Police and Fire
City of Hillsboro – Police, Fire, Water, and Information Technology
City of King City – Police
City of Sherwood – Police
City of Tigard – Police and Public Works
City of Tualatin – Police

Banks Fire District #13
Gaston Rural Fire District
Joint Water Commission
Tualatin Valley Fire and Rescue
Tualatin Valley Water District
Washington County Consolidated Communications Agency
Washington County Fire District #2

Legacy Meridian Park Hospital
Providence St. Vincent Medical Center
Tuality Healthcare (Tuality Community Hospital & Tuality Forest Grove Hospital)

FY 2005 HOMELAND SECURITY GRANT PROGRAM COVER SHEET

A COMPLETED COVER SHEET MUST BE SUBMITTED BY EACH COLLABORATING AGENCY

Program Title: Coordinated Response '05

County Applicant Agency: Office of Consolidated Emergency Management for Washington County

Collaborating Agency: Banks Fire District 13

Agency size: 136 Sq. Miles

Number of full time employees 2 Number of part-time employees 2

Number of volunteers 60

Population served by agency 7000 Geographic area served by agency: City of Banks, and unincorporated areas of Buxton, Manning, and Timber as reported by the Population Research Center at Portland State University: <http://www.upa.pdx.edu/CPRC/publications/annualorpopulation.html>

Federal Funds Requested: \$ 83,704.00 (SHSP) \$ _____ (LETPP)
\$ _____ (CCP)

Program Start Date: April 1, 2005

Program End Date: December 31, 2006

Applicant's Address: Banks Fire District 13
300 S. Main St.
Banks, OR 97106

Program Contact/Phone number: Brian Coussens / (503) 324-6262

e-mail brianc@banksfire.org fax number: (503) 324-6262

Fiscal Contact/Phone Number: Brain Coussens / (503) 324-6262

Applicant Agency Federal Tax Identification Number: 93-0935404

Authorized Official for the Applicant Agency: Brain Coussens

Signature of authorized official: 

X I have reviewed the application and concur with the project prioritization B (initial)

I have reviewed the application and do not concur with the project prioritization _____ (initial)

FY 2005 HOMELAND SECURITY GRANT PROGRAM COVER SHEET

A COMPLETED COVER SHEET MUST BE SUBMITTED BY EACH COLLABORATING AGENCY

Program Title: Coordinated Response '05

County Applicant Agency: Office of Consolidated Emergency Management for Washington County

Collaborating Agency: City of Beaverton

Agency size:

Number of full time employees 456 Number of part-time employees 77

Number of volunteers _____

Population served by agency 79,350 Geographic area served by agency: The City of Beaverton
as reported by the Population Research Center at Portland State University:

<http://www.upa.pdx.edu/CPRC/publications/annualorpopulation.html>

Federal Funds Requested: \$ _____ (SHSP) \$ 611,315.00 (LETPP)
\$ _____ (CCP)

Program Start Date: April 1, 2005

Program End Date: December 31, 2006

Applicant's Address: City of Beaverton /Emergency Management _____
PO Box 4755
Beaverton, OR, 97076-4755

Program Contact/Phone number: Michael Mumaw/(503)642-0383

e-mail: mumawmj&tvfr.com fax number: (503)642-4814

Fiscal Contact/Phone Number: J.J. Schulz/(503)526-2245

Applicant Agency Federal Tax Identification Number: 93-6002125

Authorized Official for the Applicant Agency: Rob Drake, Mayor

Signature of authorized official: _____



I have reviewed the application and concur with the project prioritization RRD (initial)

I have reviewed the application and do not concur with the project prioritization _____ (initial)

FY 2005 HOMELAND SECURITY GRANT PROGRAM COVER SHEET

A COMPLETED COVER SHEET MUST BE SUBMITTED BY EACH COLLABORATING AGENCY

Program Title: Coordinated Response '05

County Applicant Agency: Office of Consolidated Emergency Management for Washington County

Collaborating Agency: CORNELIUS FIRE DEPARTMENT (City of Cornelius)

Agency size: Approximately 41 square miles

Number of full time employees 5 Number of part-time employees None

Number of volunteers 26

Population served by agency 12,255

Geographic area served by agency City of Cornelius and the Cornelius Rural Fire Protection District
as reported by the Population Research Center at Portland State University:

<http://www.upa.pdx.edu/CPRC/publications/annualorpopulation.html>

Federal Funds Requested: \$ 108,485.00 (SHSP) \$ _____ (LETPP)

\$ _____ (CCP)

Program Start Date: April 1, 2005

Program End Date: December 31, 2006

Applicant's Address: 1355 N Barlow Street

Cornelius, OR 97113-8912

Program Contact/Phone number: Chris Asanovic / (503) 357-3840

e-mail fir @ci.cornelius.or.us fax number: (503) 357-7545

Fiscal Contact/Phone Number: Rosemary Padgett, Finance Director / (503) 357-9112

Applicant Agency Federal Tax Identification Number: 93-6002144

Authorized Official for the Applicant Agency: M.R. Dick Kline, City Manager / (503) 357-9112

Signature of authorized official:



I have reviewed the application and concur with the project prioritization MCK (initial)

I have reviewed the application and do not concur with the project prioritization _____ (initial)

FY 2005 HOMELAND SECURITY GRANT PROGRAM COVER SHEET

A COMPLETED COVER SHEET MUST BE SUBMITTED BY EACH COLLABORATING AGENCY

Program Title: Coordinated Response '05

County Applicant Agency: Office of Consolidated Emergency Management for Washington County

Collaborating Agency: Forest Grove Police Department

Agency size: 37

Number of full time employees 32 Number of part-time employees 5

Number of volunteers 0

Population served by agency : 19,000 Geographic area served by agency: City of Forest Grove
as reported by the Population Research Center at Portland State University:

<http://www.upa.pdx.edu/CPRC/publications/annualorpopulation.html>

Federal Funds Requested: \$ _____ (SHSP) \$135,835 _____ (LETPP)
\$ _____ (CCP)

Program Start Date: April 1, 2005

Program End Date: December 31, 2006

Applicant's Address: Forest Grove Police Department
PO Box 326 (2102 Pacific Ave.
Forest Grove, Oregon 97116

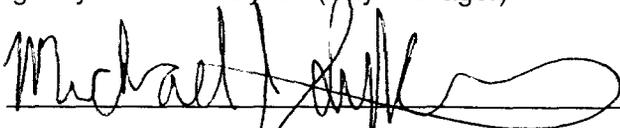
Program Contact/Phone number: Aaron R. Ashbaugh/(530)992-3270

e-mail aashbaugh@ci.forest-grove.or.us fax number: (503) 359-3519

Fiscal Contact/Phone Number: Paul Downey/(503)992-3220

Applicant Agency Federal Tax Identification Number: 93-6002164

Authorized Official for the Applicant Agency: Michael Sykes (City Manager)

Signature of authorized official: 

I have reviewed the application and concur with the project prioritization _____ (initial)

I have reviewed the application and do not concur with the project prioritization _____ (initial)

FY 2005 HOMELAND SECURITY GRANT PROGRAM COVER SHEET

A COMPLETED COVER SHEET MUST BE SUBMITTED BY EACH COLLABORATING AGENCY

Program Title: Coordinated Response '05

County Applicant Agency: Office of Consolidated Emergency Management for Washington County

Collaborating Agency: Forest Grove Fire & Rescue

Agency size:

Number of full time employees 20 Number of part-time employees 0

Number of volunteers 38

Population served by agency 27,200 (19,130 in FG City) Geographic area served by agency 85 sq. mi.
as reported by the Population Research Center at Portland State University:
<http://www.upa.pdx.edu/CPRC/publications/annualorpopulation.html>

Federal Funds Requested: \$ \$118,350 (SHSP) \$ _____ (LETPP)
\$ _____ (CCP)

Program Start Date: April 1, 2005

Program End Date: December 31, 2006

Applicant's Address: 1919 Ash Street
Forest Grove, Oregon 97116

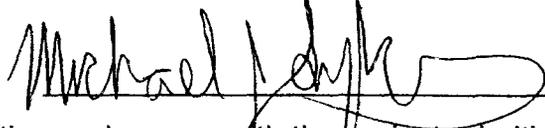
Program Contact/Phone number: Charles Marble / (503) 992-3240

e-mail cmarble@ci.forest-grove.or.us fax number: (503) 992-3243

Fiscal Contact/Phone Number: Paul Downey / (503) 992-3220

Applicant Agency Federal Tax Identification Number: 93-6002164

Authorized Official for the Applicant Agency: Michael Sykes / City Manager

Signature of authorized official: 

I have reviewed the application and concur with the project prioritization MS (initial)

I have reviewed the application and do not concur with the project prioritization _____ (initial)

FY 2005 HOMELAND SECURITY GRANT PROGRAM COVER SHEET

A COMPLETED COVER SHEET MUST BE SUBMITTED BY EACH COLLABORATING AGENCY

Program Title: Coordinated Response '05
County Applicant Agency: Office of Consolidated Emergency Management for Washington County
Collaborating Agency: Gaston Rural Fire District
Agency size: 42
Number of full time employees: 2
Number of part-time employees: 2
Number of volunteers: 38

Population served by agency 5104 Geographic area served by agency 55 sq. miles
as reported by the Population Research Center at Portland State University:
<http://www.upa.pdx.edu/CPRC/publications/annualorpopulation.html>

Federal Funds Requested: \$
\$ 66,805.00 (SHSP) \$ _____ (LETPP)
\$ _____ (CCP)

Program Start Date: April 1, 2005
Program End Date: December 31, 2006

Applicant's Address: 102 E. Main Street, Gaston, OR 97119

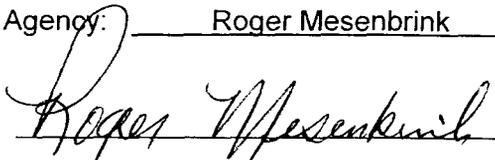
Program Contact/Phone number: Bobbie Gregg / (503)985-7575

e-mail bobbiegregg@comcast.net fax number: (503)985-7575

Fiscal Contact/Phone Number: Bobbie Gregg / (503)985-7382

Applicant Agency Federal Tax Identification Number: 93-0657882

Authorized Official for the Applicant Agency: Roger Mesenbrink

Signature of authorized official: 

I have reviewed the application and concur with the project prioritization RPM (initial)

I have reviewed the application and do not concur with the project prioritization _____ (initial)

FY 2005 HOMELAND SECURITY GRANT PROGRAM COVER SHEET

A COMPLETED COVER SHEET MUST BE SUBMITTED BY EACH COLLABORATING AGENCY

Program Title: Coordinated Response '05
County Applicant Agency: Office of Consolidated Emergency Management for Washington County
Collaborating Agency: City of Hillsboro
Agency size:
Number of full time employees 572 Number of part-time employees varies
Number of volunteers varies

Population served by agency 79,940 Geographic area served by agency 21.5 Sq. Miles
as reported by the Population Research Center at Portland State University:
<http://www.upa.pdx.edu/CPRC/publications/annualorpopulation.html>

Federal Funds Requested: \$ 201,206.00 (SHSP) \$ 258,650.00 (LETPP)
\$ _____ (CCP)

Program Start Date: April 1, 2005
Program End Date: December 31, 2006

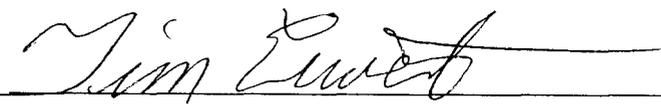
Applicant's Address: 123 W. Main Street
Hillsboro, OR 97123

Program Contact/Phone number: Don Schallberger / (503) 503-615-6617
e-mail dons@ci.hillsboro.or.us fax number: (503) 681-6208

Fiscal Contact/Phone Number: Suzanne Linneen / (503) 681-6404

Applicant Agency Federal Tax Identification Number: 93-6002183

Authorized Official for the Applicant Agency: Tim Erwert, City Manager

Signature of authorized official: 

I have reviewed the application and concur with the project prioritization TE (initial)

I have reviewed the application and do not concur with the project prioritization _____ (initial)

FY 2005 HOMELAND SECURITY GRANT PROGRAM COVER SHEET

A COMPLETED COVER SHEET MUST BE SUBMITTED BY EACH COLLABORATING AGENCY

Program Title: Coordinated Response '05

County Applicant Agency: Office of Consolidated Emergency Management for Washington County

Collaborating Agency: King City Police Department

Agency size: 4.5

Number of full time employees 4 Number of part-time employees 5

Number of volunteers 0

Population served by agency 2190 Geographic area served by agency City of King City, Oregon
as reported by the Population Research Center at Portland State University:

<http://www.upa.pdx.edu/CPRC/publications/annualorpopulation.html>

Federal Funds Requested: \$ _____ (SHSP) 53,250.00 (LETPP)
\$ _____ (CCP)

Program Start Date: April 1, 2005

Program End Date: December 31, 2006

Applicant's Address: King City Police Department
15300 SW 116th Ave
King City, OR 97224

Program Contact/Phone number: Charles Fessler/(503)_620-8851

e-mail cfessler@ci.king-city.or.us fax number: (503) 670-9755

Fiscal Contact/Phone Number: Jane Turner/(503) 639-4082

Applicant Agency Federal Tax Identification Number: 93-6087843

Authorized Official for the Applicant Agency: Jane Turner, City Manager

Signature of authorized official: _____

Jane Turner

XI have reviewed the application and concur with the project prioritization J.T. (initial)

I have reviewed the application and do not concur with the project prioritization _____ (initial)

FY 2005 HOMELAND SECURITY GRANT PROGRAM COVER SHEET

A COMPLETED COVER SHEET MUST BE SUBMITTED BY EACH COLLABORATING AGENCY

Program Title: **Coordinated Response '05**
County Applicant Agency: **Office of Consolidated Emergency Management for Washington County**
Collaborating Agency: **City of Tigard Police Department**

Agency size:

Number of full time employees = **76** Number of part-time employees = **1**

Number of volunteers = **14**

Population served by agency: **44,650** Geographic area served by agency: **11.5 sq. mi.**

Federal Funds Requested: **\$526,189 (LETPP)**

Program Start Date: **April 1, 2005**

Program End Date: **December 31, 2006**

Applicant's Address: **13125 SW Hall Blvd.**
Tigard, OR 97223

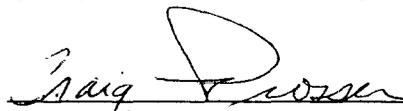
Program Contact: **Dennis Dirren**
Phone: **(503) 718-2556**
Fax number: **(503) 718-2664**
e-mail: **Dirren@ci.tigard.or.us**

Fiscal Contact: **Roger Dawes**
Phone: **(503) 718-2493**

Applicant Agency Federal Tax Identification Number: **93-0503940**

Authorized Official for the Applicant Agency: **Craig Prosser, City Manager**

Signature of authorized official:



I have reviewed the application and concur with the project prioritization CP (initial)

I have reviewed the application and do not concur with the project prioritization _____ (initial)

LC

FY 2005 HOMELAND SECURITY GRANT PROGRAM COVER SHEET

A COMPLETED COVER SHEET MUST BE SUBMITTED BY EACH COLLABORATING AGENCY

Program Title: Coordinated Response '05

County Applicant Agency: Office of Consolidated Emergency Management for Washington County

Collaborating Agency: Tualatin Police Department

Agency size:

Number of full time employees 37 Number of part-time employees 2

Number of volunteers 7

Population served by agency 25,000 Geographic area served by agency 7 sq. miles
as reported by the Population Research Center at Portland State University:

<http://www.upa.pdx.edu/CPRC/publications/annualorpopulation.html>

Federal Funds Requested: \$ _____ (SHSP) \$ 176,640.00 (LETPP)
\$ _____ (CCP)

Program Start Date: April 1, 2005

Program End Date: December 31, 2006

Applicant's Address: 8650 SW Tualatin Road

Tualatin, OR 97062

Program Contact/Phone number: Kris West /(503) 691-4846

e-mail kwest@ci.tualatin.or.us fax number: (503) 692-9898

Fiscal Contact/Phone Number: Nancy Gritta /(503) 691-3050

Applicant Agency Federal Tax Identification Number: 93-6002269

Authorized Official for the Applicant Agency: Steve Wheeler – City Manager

Signature of authorized official:

Steve Wheeler

I have reviewed the application and concur with the project prioritization SW (initial)

I have reviewed the application and do not concur with the project prioritization _____ (initial)

FY 2005 HOMELAND SECURITY GRANT PROGRAM COVER SHEET

A COMPLETED COVER SHEET MUST BE SUBMITTED BY EACH COLLABORATING AGENCY

Program Title: WCFD#2 SHSP FY 2005

County Applicant Agency: Washington County Fire District #2

Collaborating Agency: All county fire agencies, law enforcement agencies, Washington Consolidated Communications Agency and area public works.

Agency size: 130 square miles

Number of full time employees 10 Number of part-time employees 0

Number of volunteers 32

Population served by agency 26000 Geographic area served by agency 130 square miles
as reported by the Population Research Center at Portland State University:
<http://www.upa.pdx.edu/CPRC/publications/annualorpopulation.html>

Federal Funds Requested: \$ 161326 (SHSP) \$ _____ (LETPP)
\$ _____ (CCP)

Program Start Date: April 1, 2005

Program End Date: December 31, 2006

Applicant's Address: Washington County Fire District #2_
31370 NW Commercial St.
North Plains, Or. 97133

Program Contact/Phone number: Lt. Dexter Kindel /(503) 647-5524

e-mail d2-kindel@comcast.net fax number: (503) 647-9351

Fiscal Contact/Phone Number: Betsy Rawls /(503) 647-9900

Applicant Agency Federal Tax Identification Number: 93-0560476

Authorized Official for the Applicant Agency: Fire Chief: Dennis England

Signature of authorized official: _____

I have reviewed the application and concur with the project prioritization DE (initial)

I have reviewed the application and do not concur with the project prioritization _____ (initial)

FY 2005 HOMELAND SECURITY GRANT PROGRAM COVER SHEET

A COMPLETED COVER SHEET MUST BE SUBMITTED BY EACH COLLABORATING AGENCY

Program title: Coordinated Response '05
County Applicant Agency Office of Consolidated Emergency Management for Washington County
Collaborating Agency: Washington County Sheriff's Office
Agency size:
Number of full time employees 488 Number of Part time employees 72
Number of volunteers 232
Population served by agency 480,200 Geographic area served by agency 480,200
as reported by the Population Research Center at Portland State University:
<http://www.upa.pdx.edu/CPRC/publications/annualorpopulation.html>

Federal Funds Requested \$ _____ (SHSP) \$ 3,102,440.00 (LETPP)
\$ _____ (CCP)

Program start date: April 1, 2005
Program end date: December 31, 2006
Address: 215 SW Adams Avenue
MS 32
Hillsboro, Oregon 97123

Program Contact/Phone number: Undersheriff David Hepp / (503) 846-2664
e-mail dave_hepp@co.washington.or.us Fax number (503) 846-2663

Fiscal Contact/Phone number: Marjory A Patterson / (503) 846-2718

Applicant Agency Federal Tax Identification Number: 93-6002316

Authorized official for the Applicant agency: Sheriff Rob Gordon

Signature of authorized official: 

I have reviewed the application and concur with the project prioritization  (initial)

I have reviewed the application and do not concur with the project prioritization _____ (initial)

Washington County, Oregon

FY 2005 Homeland Security Grant Program Application

March 3, 2005

BACKGROUND

Washington County is Oregon's second largest county (by population). The County is located just west of the State's largest and highest risk metropolitan area (i.e., the city of Portland/Multnomah County). Washington County is home to several large international companies (e.g., Intel, Nike, Tektronix, and Columbia Sportswear), a biohazard level 3 laboratory, and many other public and private critical facilities. The Portland metro area and Washington County are also home to a number of individuals who have been arrested, tried and convicted of conspiring to assist international terrorist organizations in their "war" against the United States. Several organizations within the County have been the target of domestic terrorism activities including anthrax threats, ELF and ALF protests, and pipe and other small explosive devices.

In view of the County's infrastructure, its business activity, its economic importance, and its history of terrorist-related activities, local governments in the County began coordinating in the year 2000 to develop a strategy for responding to threats and actual incidents involving the use of chemical, biological, radiological, nuclear, and explosive (CBRNE) devices. Early planning focused on first responder operations at an incident scene. The strategy called for HAZMAT and special law enforcement teams to enter the hot zone, for all firefighters and for other law enforcement and public works teams to operate in the warm zone, and for all other first responders to work in the cold zone. The strategy they developed also called for the positioning of key detection and decontamination equipment at the County's largest fire agencies and for the

County's law enforcement agencies to have basic explosive device recognition and personal protective equipment.

In the intervening years, the County's initial strategy has been expanded to include other emergency response disciplines (e.g., public health, hospitals, public safety communications, emergency management, etc.) and functions (e.g., USAR) and has been broadened to include incident prevention and mitigation as well as response. This expanded strategy includes:

- Enhanced voice and data communication capabilities intended to improve interoperability, security, redundancy, and survivability;
- Standards/Guidelines for the protection of critical facilities;
- Guidelines for personal protective equipment for public health personnel operating at the scene;
- Guidelines for hospital personal protective, detection, and decontamination equipment and for hospital physical security;
- A countywide USAR capability with specific equipment identified for each of the County's fire agencies; and
- Guidelines for protection of local government computer networks including firewalls "at the fence" (county wide area network), "at the door" (agency level local area network), and "at the desk" (agency level critical department or function) and intrusion detection systems behind every firewall.

Although driven significantly by the federal terrorism needs assessment process, the County's strategy has also been heavily influenced by response to real world events (e.g., anthrax and white powder incidents) and by work of the County's Anti-Terrorism Advisory Committee (ATAC). The multi-agency ATAC has developed countywide guidelines for quarantine, smallpox response, white powder incidents, homeland security alert levels, and more.

An important aspect of the County's terrorism prevention, mitigation, and response strategy is its linkage to and coordination with urban area and state homeland security strategies. Much of the County's initial strategy was developed in concert with the Portland area Metropolitan Medical Response System (MMRS) and its supporting plan. More recently, the County's strategy has been coordinated with:

- The Portland Urban Area Homeland Security Strategy developed pursuant to the requirements of the Department of Homeland Security's Urban Area Security Initiative (UASI);
- The State Homeland Security Strategy developed pursuant to the requirements of the Department of Homeland Security's Homeland Security Grant Program;
- The State Interoperability Executive Council (SIEC) guidelines for voice communication interoperability;
- The state USAR task force guidelines for state and regional USAR capabilities;
- State health plans and guidelines for bioterrorism incident detection and response; and
- The Regional Health Preparedness Organization plans and guidelines for public health and hospital CBRNE incident response and mitigation.

As part of the UASI Program's Portland Urban Area, Washington County is participating in implementation of several urban area strategic goals that will shape regional CBRNE plans and procedures and lead to refinement of the County's prevention, mitigation, and response strategies. Those efforts that are currently underway or planned in FY-05 include:

- Preparation of an Urban Area CBRNE Incident Response Plan;
- Preparation of an Urban Area Communications Interoperability Plan;
- Preparation of an Urban Area Improvised Explosive Device Plan; and
- Preparation of an Urban Area Critical Facility Protection Plan.

PROGRAM NARRATIVE SECTION

Part One: Coordination

1. The County's WMD/terrorism plan or annex:
 - A. Washington County is currently operating under the Terrorism Incident Appendix to its Emergency Operations Plan. Titled the *Terrorism Incident Response and Recovery Plan*, the Appendix was developed under a county contract in July, 2003.
 - B. The primary focus of the plan is on response and short term recovery. However, it also includes some information on mitigation and prevention in the form of steps to be taken at various homeland security alert levels.

2. The County's coordinated strategy for WMD/terrorism response:

A. As noted in the background section of this application, the County does have a strategy for WMD/terrorism response that is coordinated within the County and the Portland Urban Area. That strategy includes the following:

- Equip and train HAZMAT and special law enforcement teams (tactical and drug lab) to enter the hot zone to eliminate an immediate threat and conduct criminal investigations;
- Equip and train all firefighters and other special law enforcement (mobile response) and public works teams to operate in the warm zone to support hot zone operations and conduct containment and decontamination activities;
- Equip and train all other first responders to work in the cold zone in support of overall incident objectives;
- Position key detection and decontamination equipment at the County's largest fire agencies;
- Equip the County's law enforcement agencies with basic explosive device recognition and personal protection equipment;
- Establish a fire-based USAR capability to integrate with the urban area and statewide USAR programs;
- Equip and train appropriate health care personnel for hot zone, warm zone, and cold zone operations in and around hospital facilities;
- Equip and train appropriate public health personnel to operate in the warm or cold zones at an incident scene;
- Enhance voice and data communication capabilities, interoperability, and security and equip emergency responders accordingly;
- Identify and protect critical facilities/infrastructure; and
- Protect local government computer networks starting with the Broadband Users' Group (BUG) public safety agencies that use the County's wide area network for interagency data communications and for access to the Internet.

B. Working within this strategy, countywide priorities for funding have been as noted below. Priorities for this year are fairly consistent with those of the past except in the area of cyber security. Protection of the data system has risen in priority over other physical security protection efforts.

- Detection, personal protective, and decontamination equipment and training for emergency responders (teams and individuals);
- Enhanced communications capabilities for emergency responders;
- USAR equipment;
- Operational and logistical support equipment;

- Critical facility protection;
- Cyber (i.e., data) system protection.

C. Training and exercising of personnel and exercising/testing of equipment have also been a priority for the County's emergency response agencies. Several local and regional CBRNE exercises (tabletop, functional, and full scale) have been conducted over the last few years to evaluate countywide and urban area strategies and equipment. Training for emergency responders has lagged a bit behind other priorities primarily as a result of poorly defined national training standards and course curricula. Many of the issues related to standards and curricula have been corrected, and the County's emergency responders are now pursuing more functional and equipment-specific training.

3. The status of written mutual aid agreements for emergency responder disciplines and functions within the County:

A. As a general rule, all law enforcement and fire agencies in the county have mutual aid agreements with each other and most have agreements with other similar agencies outside the County. The fire-based agreements include EMS, USAR, decontamination, MMRS, and technical rescue functions. The law enforcement-based agreements include tactical (i.e., SWAT), riot control, and other functions.

B. Most of the County's public works agencies are signatory to a cooperative assistance agreement that allows them to share personnel and equipment. The agreement does not specify heavy rescue or other emergency functions but would support equipment sharing for those purposes.

C. The County's public health agency does not currently have mutual aid agreements; however, they collaborate closely with the other urban area public health agencies and

state health and are in the process of developing numerous CBRNE plans and protocols that call for resource sharing.

- D. The County does not have bomb squad capability and, therefore, has no mutual aid agreements for this function. The County's law enforcement agencies rely on the Portland Bomb Squad and other local and state teams to provide bomb mitigation services.

Part Two: Project Description

The County's Homeland Security Grant Program application identifies eight projects, which are described and listed in priority order below. For purposes of describing the projects, the source of funding requested (e.g., SHSP or LETPP) is not specifically addressed in this section.

Funding sources are identified in the budget section of the application.

1. Project Name: Enhance capabilities to respond to CBRNE events

Description: Procure personal protective equipment (PPE), PPE testing equipment, PPE supplies, and detection equipment for emergency responders and provide training on new and existing PPE

LETTP Programs (if applicable): Intervention Activities

Purpose:

- A. Ensure emergency responders are properly outfitted with and trained on PPE for CBRNE incident response and recovery operations;
- B. Ensure emergency response agencies have the necessary PPE supplies and testing equipment to support ongoing PPE use and maintenance; and

C. Ensure emergency responders have appropriate equipment to detect the presence of CBRNE materials.

Gaps/Needs Addressed: Create new capability while filling gaps in agency-level detection equipment, PPE, PPE testing equipment, PPE supplies, and PPE-related training

Participants and Beneficiaries: Fire and law enforcement agencies

State and UA Goals Supported:

State Goal 4: Enhance Oregon's statewide ability to plan, prepare for, and respond to CBRNE/WMD and all hazards events

Objective: Increase amount of first responder equipment by 20%

Urban Area Goal 3: UA jurisdictions will equip first responders and specialized response teams for a CBRNE event.

UA Equipment Objective 3.3: Purchase equipment to enhance the ability of first responders and specialized response teams in the UA to protect themselves from CBRNE agents

UA Training Objective 3.3: Facilitate delivery of training needed by UA first responders and specialized response teams to meet their CBRNE event functional and equipment training needs

Timeline for Completion: December 31, 2006

Project Specifics:

This project seeks funds to purchase PPE, PPE testing equipment, PPE supplies, and detection equipment for several of the County's law enforcement and fire agencies to fill previously identified gaps in the County's CBRNE response capabilities. The requests include air purifying respirators (APRs), N95 masks, protective clothing, PPE supplies, fit testing equipment, and some chemical and radiological detectors. Where appropriate, the

agencies are buying the same equipment as that already purchased by other agencies in the County. Most all of this equipment is individually issued or vehicle or fixed facility based and some would be used in a regional response. The chemical detection equipment will be made available on a mutual aid basis. All of the equipment will be stored and maintained by the requesting agency using agency funds.

The training portion of this project seeks funds for the sheriff's office to train all patrol deputies on the use of their assigned PPE. It also seeks funds for the Tualatin Police Department to train patrol officers on PPE use and maintenance.

2. Project Name: Establish/Enhance regional response teams

Description: Properly outfit, equip, and train local members of regional and state response teams, including USAR, tactical (e.g., SWAT and TNT), mobile response (MRT), and clandestine drug lab (CLET), for CBRNE incident response and recovery operations

LETPP Programs (if applicable): Intervention Activities

Purpose: Ensure specialized response teams are outfitted, equipped and trained to perform CBRNE incident response and recovery operations as identified in local and regional strategies

Gaps/Needs Addressed: Create new capability while filling gaps in identified equipment inventories and training for special response teams

Participants and Beneficiaries: Law and fire enforcement agencies

State and UA Goals Supported:

State Goal 4: Enhance Oregon's statewide ability to plan, prepare for, and respond to CBRNE/WMD and all hazards events

Objective: Increase amount of first responder equipment by 20%

Objective: Support development/enhancement of regional response teams as supported by funding resources and performance periods

Urban Area Goal 3: UA jurisdictions will equip first responders and specialized response teams for a CBRNE event

UA Equipment Objective 3.3: Purchase equipment to enhance the ability of first responders and specialized response teams in the UA to protect themselves from CBRNE agents

UA Training Objective 3.3: Facilitate delivery of training needed by UA first responders and specialized response teams to meet their CBRNE event functional and equipment training needs

Timeline for Completion: December 31, 2006

Project Specifics:

This project seeks to purchase SCBAs for all 30 members of the County's multi-agency Tactical Negotiation Team (TNT) and APR supplies for Tualatin Police Department members of the multi-agency Mobile Response Team (MRT). The TNT is designated for hot zone entry under county and urban area protocols and the MRT is identified for warm zone entry. The project also seeks to purchase limited UASR equipment for Hillsboro Fire. The equipment is part of a countywide USAR capability designed to provide local capacity while also supporting and complimenting the urban area and state USAR strategies. Where appropriate, the agencies are buying equipment identical to what has been purchased by other county agencies through past grant programs. With the exception of the equipment that is personally assigned, the requested equipment will be available for use on a mutual aid basis. All TNT and MRT members are inherently mutual aid resources and respond with their equipment when the teams are activated. The requested equipment will be stored and

maintained by the requesting agency or by the agencies to which the team members are assigned. In all cases, agency funds will pay for ongoing maintenance.

The training portion of this project seeks funds for the sheriff's office, Tualatin Police Department, and Tigard Police Department to train TNT and MRT members in tactical CBRNE response.

3. Project Name: Develop/Enhance interoperable communications systems

Description: Expand, upgrade, and enhance emergency responder communications capabilities and information security

LETPP Programs (if applicable): Interoperable Communications

Purpose:

- A. Create new 800 MHz portable radio capacity and upgrade other 800 MHz portable radios to significantly expand talk group options, add designated interoperability radio frequencies, and enhance interoperability with other urban area 800 MHz radio system users;
- B. Upgrade Mobile Data Terminals to facilitate compliance with federally mandated (CJIS) data security requirements and expand capability to receive and transmit data such as maps, photos, etc.;
- C. Expand (geographically) and harden the County's wireless Hot Spot/MESH system, which facilitates in-vehicle access to agency-level and regional data systems and databases; and
- D. Expand satellite phone capacity in the County.

Gaps/Needs Addressed:

- A. Fill gaps in emergency responder radio interoperability both in-county and regionally;

- B. Facilitate compliance with federally mandated data security standards;
- C. Provide for the transmission of maps, photos, and other large data files to in-vehicle data terminals;
- D. Expand geographic coverage of the wireless Hot Spot/MESH system;
- E. Harden security for the wireless Hot Spot/MESH system; and
- F. Ensure first response agencies have satellite phone capability in the event of landline or cell system failure.

Participants and Beneficiaries: Fire, law enforcement, public works, and facilities

State and UA Goals Supported:

State Goal 1: Enhance communications interoperability among public safety agencies

Objective: Purchase and deploy appropriate interoperable communications technologies and equipment as supported by funding resources and performance periods

State Goal 4: Enhance Oregon's statewide ability to plan, prepare for, and respond to CBRNE/WMD and all hazards events

Objective: Procure command and control equipment for CBRNE/WMD response as supported by funding resources and performance period

Urban Area Goal 5: The UA will have a robust and integrated communications infrastructure, including voice and data, to support the regional strategy for preventing, responding to, and recovering from CBRNE incidents

UA Equipment Objective 5.2: Purchase interoperability communications equipment

Timeline for Completion: December 31, 2006

Project Specifics:

This substantial project seeks to continue the critical process of expanding portable radio capacity, upgrading portable radio interoperability, and enhancing/upgrading mobile data system capacity and security. More specifically, this project will:

- Purchase new (i.e., add new capacity not upgrade existing) Type II, 800 MHz portable radios for Beaverton and King City police officers. This will allow both agencies to individually assign radios rather than having them issued from a pool. It will also facilitate active monitoring and immediate response for off-duty personnel called to an incident scene.
- Upgrade 800 MHz portable radios from Type I to Type II at most of the County's law enforcement and fire agencies, as well as for public works supervisors in Tigard and park rangers (county staff) at the federally owned Scoggins Dam (Henry Hagg Lake). The Type II radios greatly increase interoperability by providing much greater talk group capacity, by including the NPSPAC interoperability channels, and by allowing for reprogramming for digital operation.
- Upgrade existing mobile data terminals so law enforcement officers in the field can transmit and receive law enforcement sensitive information in compliance with federal (CJIS) data security requirements and so law enforcement and fire officials can receive maps, photos, and other large data files via their in-vehicle terminals.
- Expand the County's wireless Hot Spot/MESH system into the city of Hillsboro and more widely into the city of Beaverton and the unincorporated areas of the County. The system allows public safety officials to access their agency and/or regional data systems or databases from the field through a wireless connection to a network access point (or

hot spot). When in range of a hot spot, data can be sent/received through a properly equipped mobile data terminal, laptop, or PDA. The first phase of the system was funded through a FY-04 DHS grant. "Beta" testing for the first phase is currently underway. This year's request will allow the system to expand and provide coverage in heavily urban areas in and around the County's two largest cities. It will also enhance and strengthen the system's authentication and security capabilities to prevent unauthorized access.

- Provide satellite telephone capability to several more of the County's law enforcement and fire agencies.

All portable radios will be purchased according to standard system specifications provided by the County's 911 center. All MDTs as well as the wireless Hot Spot/MESH equipment will be purchased according to standards developed by a countywide, public safety technical standards group. The standards provide for similar MDT hardware, flexibility in MDT software, and common performance requirements for the wireless Hot Spot/MESH system. All satellite phones will be purchased using common operating standards. With the exception of the equipment that will be permanently mounted at a facility, the remaining equipment will be available for use on a mutual aid basis either as part of a responding vehicle or with a responding officer or crew. The requested equipment will be stored and maintained by the requesting agency either directly or in cooperation with the agency that regularly maintains their communications equipment. Washington County does have an interoperable communications plan and all voice radio and data equipment requested in this project is consistent with the plan.

4. Project Name: Establish/Enhance cyber security program

Description: Develop a comprehensive cyber security plan and provide standardized cyber security protection (firewalls and intruder detection systems)

LETTP Programs (if applicable): Information Sharing, Target Hardening, and Interoperable Communications

Purpose:

- A. Develop a plan to govern cyber security management and operations (including vulnerability assessments, protection standards and protocols, incident response procedures, training, and exercising) for the countywide Broadband Users' Group (BUG) public safety agencies;
- B. Procure standardized firewall and intruder detection systems for BUG-level, agency-level, and department/function-level applications;
- C. Procure appropriate firewalls for non-BUG member agencies; and
- D. Provide standardized cyber protection training to BUG public safety agency staffs.

Gaps/Needs Addressed:

- A. Create a cyber security plan where none currently exists;
- B. Develop multi-agency standards for network protection and intrusion detection where none currently exist;
- C. Protect the County's wide-area network and BUG public safety agency networks according to common standards;
- D. Protect non-BUG member agency networks; and
- E. Provide standardized cyber security training.

Participants and Beneficiaries: Law enforcement and fire agencies, cities, special districts, and the County

State and UA Goals Supported:

State Goal 2: Increase the ability to investigate, disrupt, deter, and dismantle international and domestic terrorist efforts in Oregon

Objective: Expand existing technology to alert, warn, and facilitate information sharing to the local jurisdictions

State Goal 4: Enhance Oregon's statewide ability to plan, prepare for, and respond to CBRNE/WMD and all hazards events

Objective: Develop or update comprehensive state and local emergency operations plans to address CBRNE/WMD vulnerabilities and response capabilities

Objective: Procure command and control equipment for CBRNE/WMD response as supported by funding resources and performance period

Urban Area Goal 1: The UA will have a coordinated regional strategy for the prevention of, response to, and recovery from CBRNE incidents

Urban Area Goal 4: The UA will have a coordinated regional strategy for protecting its critical facilities and infrastructure to prevent and/or mitigate against CBRNE incidents at those facilities

Timeline for Completion: December 31, 2006

Project Specifics:

This very significant project will lead to the development of a comprehensive cyber security plan and data system protection for public safety agencies that are part of the countywide Broadband Users' Group or BUG. The BUG was formed by Intergovernmental Agreement

to provide wide area network and Internet gateway services to government agencies in Washington County. The BUG and the wide area network currently service a large percentage of the County's local governments. If funded, a contractor will be hired to complete a vulnerability analysis of the BUG network and a security analysis of each of the public safety member agencies. The assessment will lead to development of a plan that will formalize the BUG's cyber security process, identify needed improvements, spell out cyber incident management and response procedures, and create a system for future review and update. The contract will also include provisions for training professional and support staff on cyber security principles and procedures and on the cyber security plan. In addition to securing a contractor to develop the cyber security plan, this project also seeks funds to begin the process of hardening the network at both the BUG and agency levels. Requested funds will be used to procure standardize firewall and intruder detection systems for the wide area network and the BUG's public safety agencies. The requested cyber security plan and equipment do not enhance interoperability per se; however, they greatly improve and standardize data system security and reliability throughout the County. They support the state and urban area strategies by protecting the data networks and databases used by a majority of the County's emergency response agencies in preventing, deterring, and managing CBRNE incidents. Since all of the requested equipment will be installed at fixed locations, it will not be available for mutual aid operations. Once purchased and installed, the equipment will be maintained by the BUG and/or the agencies where the equipment is installed.

5. Project Name: Enhance capabilities to respond to CBRNE events

Description: Equip emergency response agencies with mobile command capabilities and other appropriate operational tools for CBRNE incident response and recovery operations

LETTP Programs (if applicable): Intervention Activities

Purpose:

- A. Provide suitable mobile command facilities for county law enforcement agencies;
- B. Enhance communications capabilities of existing command vehicles;
- C. Provide a tow capable vehicle to facilitate delivery of existing CBRNE incident support gear (e.g., tents, decon supplies, etc.);
- D. Provide a remote (i.e., standoff) monitoring tool for CBRNE device detection;
- E. Enable tracking of CBRNE equipment and supply inventories; and
- F. Enhance real time GIS mapping capabilities.

Gaps/Needs Addressed:

- A. Several large law enforcement agencies have no or unsuitable mobile incident command facilities
- B. Existing mobile command facilities need wireless communications capabilities
- C. The county sheriff's office and public health agency need a tow capable vehicle to facilitate delivery of a large cache of CBRNE incident support equipment
- D. A remotely operated (i.e., standoff) tool is needed by the Tactical Negotiations Team to detect and identify potential CBRNE devices and materials
- E. Computerized inventory systems are needed to keep track of CBRNE equipment and supplies

F. The County's larger emergency response agencies lack standard GIS Situs addressing protocols and standardized tools for real time mapping

Participants and Beneficiaries: Law enforcement and fire agencies, cities, and the County

State and UA Goals Supported:

State Goal 4: Enhance Oregon's statewide ability to plan, prepare for, and respond to CBRNE/WMD and all hazards events

Objective: Increase amount of first responder equipment by 20%

Objective: Procure command and control equipment for CBRNE/WMD response as supported by funding resources and performance period

Urban Area Goal 3: UA jurisdictions will equip first responders and specialized response teams for a CBRNE event

UA Equipment Objective 3.3: Purchase equipment to enhance the ability of first responders and specialized response teams in the UA to protect themselves from CBRNE agents

Timeline for Completion: December 31, 2006

Project Specifics:

This project seeks an assortment of CBRNE operational support equipment to improve the ability of emergency response agencies to manage and support CBRNE incident response and recovery operations. It will fund mobile command vehicles for two of the County's larger police departments and enhance the communications capabilities of another agency mobile command post. Adequately equipped mobile command vehicles are important tools for prolonged or large scale incident management and can be used individually and/or collectively at large, multi-agency incidents. The project will also fund a tow capable vehicle for hauling a large cache of CBRNE incident support equipment purchased by the sheriff's

office and the County's public health agency. The cache includes several tents that can be used for extended or remote incident management, for mass casualty support operations, for mass prophylaxis or mass care activities, and many other incident-related activities. The tents and their ancillary equipment (e.g., generators, lights, water system, showers, etc.) are important components of the County's incident response system. Other equipment included in this project includes:

- A remote (i.e., standoff) tool that will allow the County's tactical team to "enter" a hot zone without putting personnel at risk for the purpose of inspecting the scene for CBRNE devices or materials and identifying other potential threats. Such a tool has become increasingly necessary to minimize risk to first responders and to identify situations that might warrant response by other specialized personnel, teams (e.g., bomb squad), and/or other resources.
- A computerized inventory system to help track and manage an increasingly large amount of CBRNE equipment and supplies.

This project also seeks vendor services and software funding to enhance agency ability to perform real time mapping using standardized protocols and equipment. Currently, the County maintains a Spatial Data Engine (SDE) as a central repository for a great deal of GIS data. Most of the County's larger agencies use the SDE but several are unable to access it on a real time basis for incident mapping. In addition to the access problem, there is currently no common standard for "addressing" used in the GIS data layers nor is there a standard protocol for uploading/downloading addresses to/from the SDE. The SDE also lacks a data layer for building footprints that can be used in conjunction with (i.e., overlaid onto) existing data sets. This portion of the project will:

- Procure ArcGIS version 9 or better for several mid-sized agencies to allow them to attach to the County SDE server through the Internet;
- Hire a consultant to develop software to standardize Situs addressing procedures as well as address uploading and downloading protocols for the SDE; and
- Hire a consultant to prepare a map layer showing building footprints in the unincorporated areas of the County.

6. Project Name: Establish/Enhance sustainable homeland security training program

Description: Train emergency response personnel, support staff, and citizens on appropriate incident management and CBRNE awareness and response topics

LETTP Programs (if applicable): Intervention Activities and Threat Recognition

Purpose: Ensure that emergency responders, incident support personnel, Emergency Operations Center staffs, and citizens receive standardized incident command (i.e., NIMS) and/or CBRNE awareness and response training consistent with their respective incident response functions

Gaps/Needs Addressed:

- A. Many emergency response and incident support personnel and some citizens have received incident command and/or CBRNE awareness training but that training was not necessarily standardized or consistent with current training requirements
- B. Many emergency responders and incident support personnel have not received advanced incident management or CBRNE response training appropriate for their incident response functions
- C. Most citizens have received no CBRNE or Terrorism Awareness training

Participants and Beneficiaries: Fire and law enforcement agencies, cities, special districts, the County, and private citizens

State and UA Goals Supported:

State Goal 4: Enhance Oregon's statewide ability to plan, prepare for, and respond to CBRNE/WMD and all hazards events

Objective: Expand CBRNE/WMD/ICS training that is available to all disciplines and consistent with the NIMS and the NRP

Objective: Institutionalize Awareness Level CBRNE/WMD training within the state

Urban Area Goal 6: The UA will pursue a high level of CBRNE training for its emergency response personnel

UA Training Objective 6.1: Provide training for personnel identified by the UA working groups

UA Training Objective 6.2: Increase all levels of emergency responder training in accordance with the UA working group recommendations and priorities

Timeline for Completion: December 31, 2006

Project Specifics:

This project will provide funds to cover overtime, backfill, volunteer pay, and/or some travel costs for primarily fire and law enforcement personnel to receive NIMS/ICS (basic, intermediate, or advanced) training, Emergency Response to Terrorism training, and CBRNE Awareness and/or CBRNE Operations training. It will also fund Civilian Terrorism Awareness training hosted by the Hillsboro Police Department. All of the training will support the urban area and state homeland security strategies by ensuring responders and

citizens have received standardized instruction appropriate for their responsibilities in CBRNE incident response.

7. Project Name: Assess vulnerability of and harden critical infrastructure

Description: Harden critical infrastructure to prevent or deter CBRNE incidents or mitigate their impacts should they occur

LETPP Programs (if applicable): Target Hardening

Purpose: Enhance physical security at and harden critical government infrastructure including water systems, law enforcement offices, fires stations, courthouses, and other government facilities to minimize the likelihood and impacts of CBRNE incidents

Gaps/Needs Addressed: Critical government facilities need a minimum level of physical security to prevent or deter terrorist attacks and to mitigate the impacts of attacks that do occur

Participants and Beneficiaries: Law enforcement and fire agencies, cities, and the County

State and UA Goals Supported:

State Goal 2: Increase the ability to investigate, disrupt, deter, and dismantle international and domestic terrorist efforts in Oregon

Objective: Establish appropriate staffing and logistical support to prevent potential terrorist activities through detection, investigation, deterrence, and dismantling

State Goal 3: Enhance Oregon's capability to recover from CBRNE/WMD and all hazards events

Objective: Implement strategy for critical infrastructure recovery from CBRNE/WMD and all hazards events

Urban Area Goal 4: The UA will have a coordinated regional strategy for protecting its critical facilities and infrastructure to prevent and/or mitigate against CBRNE incidents at those facilities.

UA Planning Objective 4.3: Identify resources that can be used to assist in securing critical public facilities against CBRNE events

Timeline for Completion: December 31, 2006

Project Specifics:

This project seeks substantial funding to harden government facilities that are critical to the functioning of law enforcement and fire agencies specifically and to government in general. The facilities include water systems, fire stations, law enforcement centers, and other buildings providing direct support or having direct connections to fire and/or law enforcement agencies. Protection of these facilities deters terrorist attacks, protects fire and law enforcement personnel and their equipment, reduces the potential demand for law enforcement and fire services, and improves the likelihood that those services can be adequately supported during an event. All equipment requested in this project will be fixed-facility based so will not be available for regional response. However, installation of the equipment may very well assure that the resources they protect will be available for response. Once installed, the equipment will be maintained by the facility owner.

8. Project Name: Establish/Enhance sustainable homeland security planning program

Description: Enhance threat and vulnerability communication and coordination between local government and large public sector and non-profit organizations

LETPP Programs (if applicable): Intervention Activities

Purpose: Develop a formal process for the communication and coordination of threat and vulnerability information between local government and large employers to maximize preparedness and minimize impacts when incidents do occur

Gaps/Needs Addressed: Local government and law enforcement, in particular, need to strengthen their process for communicating threat and vulnerability information to large private sector and non-profit organizations to improve preparedness, deterrence, and response

Participants and Beneficiaries: Law enforcement, city of Hillsboro, private sector and non-profit organizations

State and UA Goals Supported:

State Goal 3: Enhance Oregon's capability to recover from CBRNE/WMD and all hazards events

Objective: Develop or update comprehensive state, regional, and local plans to support CBRNE/WMD recovery

Urban Area Goal 1: The UA will have a coordinated regional strategy for the prevention of, response to, and recovery from CBRNE incidents

UA Planning Objective 1.7: Coordinate development of a UA CBRNE Event Plan that considers measures for prevention, response, and recovery

Timeline for Completion: December 31, 2006

Project Specifics:

This project will fund a consultant to develop and implement a plan for communication between the city of Hillsboro and private-sector and non-profit organizations that may be the targets of terrorism attacks. The funds will allow the City to work with potential targets like Intel, the OHSU Primate Research Center, and other major employers to ensure ongoing

communication regarding potential threats and the status of vulnerability assessments. This process will also help the City coordinate effective responses to major employment centers within the City.

Part Three: Project Goals and Objectives

Project 1 – Enhance capabilities to respond to CBRNE events

1. Goal 1.1 – Enhance the ability of fire and law enforcement personnel to detect and protect themselves from exposure to CBRNE materials

A. Objective 1.1.1 – Procure detection equipment, PPE, and PPE testing and support equipment for identified Washington County law enforcement and fire agencies

1) Performance Measure 1.1.1.1 – All funded equipment is purchased by March 31, 2006

B. Objective 1.1.2 – Train staff at identified Washington County fire and law enforcement agencies in use of existing and newly acquired CBRNE PPE

1) Performance Measure 1.1.2.1 – All funded training is completed by December 31, 2006

Project 2 – Establish/Enhance regional response teams

1. Goal 2.1 – Enhance the ability of specialized regional response teams to respond to and mitigate CBRNE incidents

A. Objective 2.1.1 – Procure PPE and operational USAR equipment for identified Washington County law enforcement and fire agencies

1) Performance Measure 2.1.1.1 – All funded equipment is purchased by March 31, 2006

B. Objective 2.1.2 – Train response team staff at identified Washington County fire and law enforcement agencies in tactical CBRNE response operations

1) Performance Measure 2.1.2.1 – All funded training is completed by December 31, 2006

Project 3 – Develop/Enhance interoperable communications systems

1. Goal 3.1 – Expand, upgrade, and enhance emergency responder voice communications capabilities

A. Objective 3.1.1 – Procure new voice communications equipment (radios and satellite phones) for identified Washington County law enforcement and fire agencies

1) Performance Measure 3.1.1.1 – All funded equipment is purchased by March 31, 2006

B. Objective 3.1.2 – Procure upgraded voice communications equipment (radios) for identified Washington County law enforcement and fire agencies

1) Performance Measure 3.1.2.1 – All funded equipment is purchased by June 30, 2006

2. Goal 3.2 – Expand, upgrade, and enhance emergency responder data communications capabilities and information security

A. Objective 3.2.1 – Procure upgraded data communications equipment (MDTs) for identified Washington County law enforcement and fire agencies

1) Performance Measure 3.2.1.1 – All funded equipment is purchased by June 30, 2006

B. Objective 3.2.2 – Procure new wireless Hot Spot/MESH system equipment, including access points, firewalls, and intrusion detectors

1) Performance Measure 3.2.2.1 – All funded equipment is purchased by December 31, 2006

Project 4 – Establish/Enhance cyber security program.

1. Goal 4.1 – Develop a comprehensive cyber security plan
 - A. Objective 4.1.1 – Contract for preparation of the cyber security plan
 - 1) Performance Measure 4.1.1.1 – A contract for development of the cyber security plan is awarded by October 31, 2005
 - B. Objective 4.1.2 – Take delivery of and adopt the cyber security plan
 - 1) Performance Measure 4.1.2.1 – The cyber security plan is finalized and adopted by October 31, 2006
 - C. Objective 4.1.3 – Train professional and support staff on cyber security principles and the cyber security plan
 - 1) Performance Measure 4.1.3.1 – All funded training is completed by December 31, 2006
2. Goal 4.2 – Provide standardized cyber security protection (firewalls and intruder detection systems)
 - A. Objective 4.2.1 – Procure firewalls and intruder detection systems for identified Washington County agencies
 - 1) Performance Measure 4.2.1.1 – All funded equipment is purchased by June 30, 2006
 - B. Objective 4.2.2 – Train professional and support staff on installed security systems
 - 1) Performance Measure 4.2.2.1 – All funded training is completed by December 31, 2006

Project 5 – Enhance capabilities to respond to CBRNE events

1. Goal 5.1 – Equip emergency response agencies with mobile command capabilities and other appropriate operational tools for CBRNE incident response and recovery operations

- A. Objective 5.1.1 – Procure mobile command and tow vehicles, command vehicle upgrades, standoff monitoring tool, and inventory control system for identified Washington County agencies
 - 1) Performance Measure 5.1.1.1 – All funded equipment is purchased by June 30, 2006
- B. Objective 5.1.2 – Install upgrades and other support equipment, then train on and deploy all vehicles and systems
 - 1) Performance Measure 5.1.2.1 – All vehicles, tools and systems are operational by December 31, 2006
- 2. Goal 5.2 – Enhance emergency response agency ability to perform real time mapping using standardized protocols and equipment
 - A. Objective 5.2.1 – Procure ArcGIS v9 or better for identified Washington County agencies
 - 1) Performance Measure 5.2.1.1 – All funded equipment is purchased by June 30, 2006
 - B. Objective 5.2.2 – Develop software to standardize and centralize addressing protocols and procedures
 - 1) Performance Measure 5.2.2.1 – Contract for software development services by December 31, 2005
 - 2) Performance Measure 5.2.2.2 – Take delivery of and implement use of the software by December 31, 2006
 - C. Objective 5.2.3 – Develop a GIS map layer showing building footprints for unincorporated areas
 - 1) Performance Measure 5.2.3.1 – Contract for map layer development by December 31, 2005

- 2) Performance Measure 5.2.3.2 – Take delivery and begin use of the map layer by
December 31, 2006

Project 6 – Establish/Enhance sustainable homeland security training program

1. Goal 6.1 – Train emergency response personnel, support staff, and citizens on appropriate incident management and CBRNE awareness and response topics

- A. Objective 6.1.1 – Train identified agency personnel on NIMS/ICS principles and practices appropriate to their assigned emergency management duties

- 1) Performance Measure 6.1.1.1 – All funded training is completed by December 31,
2006

- B. Objective 6.1.2 – Train identified agency personnel on CBRNE incident response and recovery functions appropriate to their assigned emergency response assignments and duties

- 1) Performance Measure 6.1.2.1 – All funded training is completed by December 31,
2006

- C. Objective 6.1.3 – Provide Terrorism Awareness training to citizens in the city of Hillsboro

- 1) Performance Measure 6.1.3.1 – All funded training is completed by December 31,
2006

Project 7 – Assess vulnerability of and harden critical infrastructure

1. Goal 7.1 – Harden critical infrastructure to prevent or deter CBRNE incidents and mitigate their impacts should they occur

A. Objective 7.1.1 – Procure physical security enhancement equipment to harden water systems, law enforcement and fire agency facilities, and other critical government facilities

1) Performance Measure 7.1.1.1 – All funded equipment is purchased by June 30, 2006

B. Objective 7.1.2 – Install, test, and prove operation of physical security enhancement equipment

1) Performance Measure 7.1.2.1 – All funded equipment is installed and operational by December 31, 2006

Project 8 – Establish/Enhance sustainable homeland security planning program

1. Goal 8.1 – Develop a plan to enhance threat and vulnerability communication and coordination between local government and large public sector and non-profit organizations

A. Objective 8.1.1 – Contract for preparation of the communication plan

1) Performance Measure 8.1.1.1 – A contract for development of the communication plan is awarded by October 31, 2005

B. Objective 8.1.2 – Take delivery of and adopt the communication plan

1) Performance Measure 8.1.2.1 – The communication plan is finalized and adopted by October 31, 2006

Part Four: NIMS Compliance

Washington County governments are working towards implementation of the FY-05 requirements of the National Incident Management System (NIMS) in concert with the efforts of two multi-jurisdictional organizations – the Regional Emergency Management Group (REMG)

and the Washington County Anti-Terrorism Advisory Committee (ATAC). Both REMG and ATAC have created committees to evaluate the federal NIMS compliance requirements and they are tasked with developing recommendations and tools for local governments to use in meeting compliance standards.

The first output from the REMG committee was a template for adopting NIMS ICS at the policy level. That template has been distributed to appropriate local governments in Washington County and several have since used it in their formal adoption processes. Both groups are working on recommendations for completion of the NIMS Awareness (IS 700) course. Their recommendations are expected before the end of March. Future efforts will focus on recommendations for use of NIMCAST (the National Incident Management Capability Assessment Tool) to perform agency compliance assessments, for institutionalization of ICS, and for recognition and adoption of NIMS principles and policies. The latter task will be difficult since the principles and policies that must be adopted have not yet been fully developed.

In addition to the multi-agency work being performed to evaluate, understand, and guide NIMS implementation, there are many compliance activities already underway or in place. Some of these activities include:

1. Incorporating NIMS into existing training programs, exercises, and Emergency Operations Plans (EOP) – NIMS is currently being addressed in all Incident Command System courses taught by emergency managers in the Portland Urban Area. It is also a part of all disaster response exercises such as a major terrorism tabletop and several public health exercises recently conducted in the county.
2. Promoting mutual aid agreements – Mutual aid agreements are standard fare for all public safety agencies in Washington County. Fire, law enforcement, and public works agencies

have formal intra and inter-county agreements. These agreements include coverage of neighboring jurisdictions response areas when they are handling major incidents, the sharing of resources, and the formation of specialized multi-agency teams. Although the agreements don't specifically mention NIMS, they, in fact, accomplish the goals sought by the system.

3. Institutionalizing the use of the Incident Command System (ICS) – The majority of local governments and many private sector and non-profit organizations in Washington County have been utilizing the Incident Command System for years – both in the field and in their Emergency Operations Centers. Field use is most prevalent in the fire community, but the system is progressively taking hold in more and more of the discipline groups.
4. Completing the NIMS Awareness Course: “National Incident Management System, An Introduction” IS 700 – Many of Washington County’s public safety agency personnel have already completed the IS 700 course and many more are currently working on it.
5. Establishing a timeframe and developing a strategy for full NIMS implementation – Members of the County’s Office of Consolidated Emergency Management (OCEM) are active participants in both ATAC and REMG. They are currently reviewing the NIMCAST assessment tool and will be developing recommendations for completing the assessment and establishing the timeline and strategy for attaining NIMS compliance.

Part Five: Identification of Available Resources

FY-03 and 04 Urban Area Security Initiative (UASI) grant funds are currently being used by 17 agencies in the Portland Urban Area to enhance their CBRNE preparedness and response capabilities. Benefiting organizations in Washington County include Tualatin Valley Fire and Rescue, the Washington County Sheriff's Office, and the police departments in Hillsboro,

Beaverton, and Tigard. The Washington County Consolidated Communications Agency will also benefit from UASI funds through a consortium of urban area 9-1-1 centers. Proposed allocations for FY-05 UASI funds are under development and will be submitted to the State on the same timeline as this grant application.

Past year Metropolitan Medical Response System (MMRS) grant funds have been used by the city of Portland to purchase some communications and personal protective equipment as well as some pharmaceutical supplies. Most of this material has been distributed to and is being maintained by regional HAZMAT teams in the Portland metropolitan area. The MMRS program is also purchasing two mass decontamination trailers that will be pre-positioned for use in the region. A spending plan for the FY-05 MMRS funds has not yet been developed.

Grant funds from the CDC and HRSA are being made available to public health agencies and hospitals. Thus far, all CDC funds have been dedicated to hiring additional public health staff and to conducting bioterrorism planning. Most of the HRSA grant funds have yet to be allocated. However, they will go to hospitals statewide for bioterrorism preparedness activities and response equipment.

Limited local funds are available or earmarked for agency use towards CBRNE or cyber terrorism incident prevention, mitigation, or response. Some local funds are being used for first responder training and for critical infrastructure protection. Other local funds are being used to cover costs associated with participation in terrorism information sharing programs such as TITAN.

Significant numbers of personnel and substantial CBRNE incident response equipment is available to Washington County through mutual aid agreements with surrounding communities. Personnel and equipment are also available from state and federal agencies with identified

responsibilities for CBRNE incident response and recovery. The state agencies include the Oregon Military Department, Oregon State Police, Oregon Health Services, Oregon Department of Environmental Quality, Oregon Department of Transportation, Oregon Department of Agriculture, and Oregon Department of Homeland Security. The federal agencies include the FBI, ATF, DHS, and many others.

Part Six: Budget

The budget for this Homeland Security Grant Program request is attached as Appendix 1. The budget is organized by project to match the project narratives, goals, and objectives above. Within each project, the budget is organized into separate program requests (i.e., SHSP and LETPP). Program and project totals are shown, as appropriate, after each budget proposal. Several annotations are made on the budget to help with review and award decisions. The annotations and their meanings are summarized below:

- 1) An asterisk (*) indicates items that have also been requested (in whole or in part) through the FY-05 Urban Area Security Initiative (UASI) program.
- 2) Items with a pound or number symbol (#) are items that should be funded together. Each item with the symbol is part of a package of items for the requesting agency.
- 3) Shaded prices within a project and program budget mean that if any funding is provided for that group of similar items, then the amount provided should be split amongst the applicants for that item as a proportional share.

PROJECT ONE: ENHANCE CAPABILITIES TO RESPOND TO CBRNE EVENTS

Project One SHSP Funding

<u>Equipment Category</u>	<u>Item</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total Cost</u>	<u>Agency</u>	<u>Discipline</u>
PPE	Tychem SI coverall w/hood 44428	20	\$14 50	\$290 00	Washington County Fire District #2	Fire
PPE	Latex boot #1250Y (case)	2	\$180 00	\$360 00	Washington County Fire District #2	Fire
PPE	N95 respirator mask (10 per case)	8	\$16 00	\$128 00	Washington County Fire District #2	Fire
PPE	Butyl glove #87	160	\$18 60	\$2,976.00	Washington County Fire District #2	Fire
PPE	Nitrile glove (12 per box)	10	\$20.00	\$200 00	Washington County Fire District #2	Fire
Detection Equipment	Dosimeters, personal radiological	20	\$160.00	\$3,200.00	Washington County Fire District #2	Fire
Detection Equipment	Radiological monitor and charger (vehicle mount)	2	\$900.00	\$1,800 00	Cornelius Fire Department	Fire
Detection Equipment	APD2C chemical detector	1	\$15,340.00	\$15,340 00	City of Hillsboro	Fire
Logistical Support Eqpmt	Respirator fit tester	1	\$12,500.00	\$12,500 00	Banks Fire District #13	Fire
Logistical Support Eqpmt	Respirator fit tester	1	\$12,500 00	\$12,500 00	Cornelius Fire Department	Fire
Logistical Support Eqpmt	Porta-Count face piece fit tester	1	\$11,672.00	\$11,672.00	Washington County Fire District #2	Fire
Logistical Support Eqpmt	MSA flow tester	1	\$11,992.00	\$11,992.00	Washington County Fire District #2	Fire
PROJECT ONE SHSP TOTAL				\$72,958.00		

Project One LETPP Funding

<u>Equipment Category</u>	<u>Item</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total Cost</u>	<u>Agency</u>	<u>Discipline</u>
PPE	NIOSH approved APR*	100	\$300 00	\$30,000 00	Washington County Sheriff's Office	Law Enforcement
PPE	CBRNE filters for APR*	280	\$45.00	\$12,600.00	Washington County Sheriff's Office	Law Enforcement
PPE	NIOSH approved APR*	31	\$265 00	\$8,215 00	Forest Grove Police Department	Law Enforcement
PPE	CBRNE filters for APR*	31	\$45 00	\$1,395.00	Forest Grove Police Department	Law Enforcement
PPE	Carry bags for APR*	31	\$50 00	\$1,550 00	Forest Grove Police Department	Law Enforcement
PPE	Corrective lens adaptors for APR*	12	\$55.00	\$660 00	Forest Grove Police Department	Law Enforcement
PPE	Tyvek chemical resistant coveralls w/hoods and boots*	75	\$5.00	\$375 00	Tigard Police Department	Law Enforcement
PPE	CBRNE filters for APR*	65	\$20 00	\$1,300.00	Tigard Police Department	Law Enforcement
PPE	Chemical resistant tape*	72	\$1.00	\$72.00	Tigard Police Department	Law Enforcement
				\$0.00		
<u>Training Category</u>	<u>Item</u>	<u>Number Trained</u>		<u>Total Cost</u>	<u>Agency</u>	<u>Discipline</u>
Training on existing CBRNE PPE	Overtime and backfill for patrol first responders to receive training in use and care of issued CBRNE PPE (vendor training)	190		\$16,600 00	Washington County Sheriff's Office	Law Enforcement
Training on existing CBRNE PPE	Overtime and backfill for first responders to attend FEMA/EMI PPE training course	8		\$3,360 00	Tualatin Police Department	Law Enforcement
PROJECT ONE LETPP TOTAL				\$76,127 00		

* Indicates items also requested thru UASI (in whole or in part)

PROJECT ONE TOTAL \$149,085.00

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PROJECT TWO: ESTABLISH / ENHANCE REGIONAL RESPONSE TEAM

Project Two SHSP Funding

<u>Equipment Category</u>	<u>Item</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total Cost</u>	<u>Agency</u>	<u>Discipline</u>
Operational SAR	Concrete circular saw	2	\$1,825.00	\$3,650.00	City of Hillsboro	Fire
Operational SAR	Metal cutting saw	2	\$725.00	\$1,450.00	City of Hillsboro	Fire
Operational SAR	Core drill	2	\$2,100.00	\$4,200.00	City of Hillsboro	Fire
Operational SAR	Concrete chain saw	2	\$1,500.00	\$3,000.00	City of Hillsboro	Fire
Operational SAR	Air bag system	1	\$19,000.00	\$19,000.00	City of Hillsboro	Fire
Operational SAR	FOG manual	25	\$20.00	\$500.00	City of Hillsboro	Fire
				\$0.00		
PROJECT TWO SHSP TOTAL				\$31,800.00		

Project Two LETPP Funding

<u>Equipment Category</u>	<u>Item</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total Cost</u>	<u>Agency</u>	<u>Discipline</u>
PPE	NIOSH approved self contained breathing apparatus (SCBA) for multi-agency TNT*	30	\$4,500.00	\$135,000.00	Washington County Sheriff's Office	Law Enforcement
Interoperable Comms	APR voice amplifier*	3	\$400.00	\$1,200.00	Tualatin Police Department	Law Enforcement
PPE	CBRNE filters for APR*	40	\$45.00	\$1,800.00	Tualatin Police Department	Law Enforcement
<u>Training Category</u>	<u>Item</u>	<u>Number Trained</u>		<u>Total Cost</u>	<u>Agency</u>	<u>Discipline</u>
MRT/TNT tactical CBRNE training	Overtime and backfill for TNT and MRT to train for tactical CBRNE response in full PPE*	47		\$32,340.00	Washington County Sheriff's Office	Law Enforcement
MRT/CLET CBRNE training	Overtime and backfill to attend FEMA's Emergency Response to Terrorism and CRA's WMD Crime Scene Mgmt courses*	8		\$3,360.00	Tualatin Police Department	Law Enforcement
MRT tactical CBRNE training	Overtime and backfill for MRT to train for tactical CBRNE response in full PPE*	15		\$5,000.00	Tigard Police Department	Law Enforcement
PROJECT TWO LETPP TOTAL				\$178,700.00		

* Indicates items also requested thru UASI (in whole or in part)

Note: If any funds provided for groups of shaded items, award funds proportional to agency requests

PROJECT TWO TOTAL \$210,500.00

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PROJECT THREE: DEVELOP / ENHANCE INTEROPERABLE COMMUNICATIONS SYSTEMS

Project Three SHSP Funding

<u>Equipment Category</u>	<u>Item</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total Cost</u>	<u>Agency</u>	<u>Discipline</u>
Interoperable Comms	800 MHz portable radio	6	\$3,401.00	\$20,406.00	Banks Fire District #13	Fire
Interoperable Comms	800 MHz portable radio	10	\$3,401.00	\$34,010.00	Cornelius Fire Department	Fire
Interoperable Comms	800 MHz portable radio	31	\$3,401.00	\$105,431.00	City of Hillsboro	Fire
Interoperable Comms	800 MHz portable radio	18	\$3,401.00	\$61,218.00	Washington County Fire District #2	Fire
Interoperable Comms	Mobile data terminal for WMD support unit*	1	\$11,635.00	\$11,635.00	City of Hillsboro	Fire
Interoperable Comms	Mobile data terminal*	5	\$11,635.00	\$58,175.00	Cornelius Fire Department	Fire
Interoperable Comms	Mobile data terminal*	10	\$11,635.00	\$116,350.00	Forest Grove Fire and Rescue	Fire
Interoperable Comms	Mobile data terminal*	3	\$11,635.00	\$34,905.00	Gaston Rural Fire District	Fire
Interoperable Comms	Mobile data terminal*	4	\$11,635.00	\$46,540.00	Banks Fire District #13	Fire
Interoperable Comms	Mobile data terminal*	4	\$11,635.00	\$46,540.00	Washington County Fire District #2	Fire
Interoperable Comms	Satellite phone	6	\$2,000.00	\$12,000.00	City of Hillsboro	Fire
Interoperable Comms	Satellite phone	1	\$1,230.00	\$1,230.00	Washington County Fire District #2	Fire
PROJECT THREE SHSP TOTAL				\$548,440.00		

Project Three LETPP Funding

<u>Equipment Category</u>	<u>Item</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total Cost</u>	<u>Agency</u>	<u>Discipline</u>
Interoperable Comms	800 MHz, Type II, portable radio w/charger*	90	\$3,401.00	\$306,090.00	City of Beaverton	Law Enforcement
Interoperable Comms	800 MHz, Type II, portable radio w/charger*	5	\$3,401.00	\$17,005.00	King City Police Department	Law Enforcement
Interoperable Comms	Gang charger for portable radios*	1	\$800.00	\$800.00	King City Police Department	Law Enforcement
Interoperable Comms	800 MHz, Type II, portable radio w/charger*	5	\$3,401.00	\$17,005.00	Tualatin Police Department	Law Enforcement
Interoperable Comms	800 MHz, Type II, portable radio w/charger*	15	\$3,401.00	\$51,015.00	Forest Grove Police Department	Law Enforcement
Interoperable Comms	800 MHz, Type II, portable radio w/charger*	139	\$3,401.00	\$472,739.00	Washington County Sheriff's Office	Law Enforcement
Interoperable Comms	800 MHz, Type II, portable radio w/charger*	65	\$3,401.00	\$221,065.00	Tigard Police Department	LE (50), PW (15)
Interoperable Comms	Gang charger for portable radios*	3	\$1,148.00	\$3,444.00	Tigard Police Department	LE (2), PW (1)
Interoperable Comms	Molded ear piece	5	\$150.00	\$750.00	Tigard Police Department	Law Enforcement
Interoperable Comms	Mobile data terminal*	54	\$11,635.00	\$628,290.00	Washington County Sheriff's Office	Law Enforcement
Interoperable Comms	Mobile data terminal*	12	\$11,635.00	\$139,620.00	Tualatin Police Department	Law Enforcement
Interoperable Comms	Mobile data terminal	5	\$7,500.00	\$37,500.00	Tigard Police Department	Law Enforcement
Interoperable Comms	Mobile data terminal*	2	\$7,400.00	\$14,800.00	King City Police Department	Law Enforcement
Interoperable Comms	SCBA comms system interface*	25	\$800.00	\$20,000.00	Washington County Sheriff's Office	Law Enforcement
Interoperable Comms	Tactical throat microphone*	20	\$450.00	\$9,000.00	Washington County Sheriff's Office	Law Enforcement
Interoperable Comms	Wireless hot spot access point#	100	\$900.00	\$90,000.00	Washington County Sheriff's Office	Law Enforcement
Cyber Security Eqpmt	Intruder detection solution for hot spot system#	1	\$60,000.00	\$60,000.00	Washington County Sheriff's Office	Law Enforcement
Interoperable Comms	Wireless hot spot client#	10	\$500.00	\$5,000.00	City of Hillsboro	LE, Fire
Interoperable Comms	Wireless hot spot access point#	3	\$6,000.00	\$18,000.00	City of Hillsboro	LE, Fire
Interoperable Comms	Wireless hot spot authentication model#	1	\$30,000.00	\$30,000.00	City of Hillsboro	LE, Fire
Interoperable Comms	Wireless access point, meshing, w/instal#	8	\$8,200.00	\$65,600.00	City of Beaverton	Law Enforcement
Interoperable Comms	Wireless network access points (firewall/ authentication) incl setup#	1	\$10,000.00	\$10,000.00	City of Beaverton	Law Enforcement
Interoperable Comms	Wireless backhaul link (point-to-point - Air MUX) incl setup#	7	\$6,000.00	\$42,000.00	City of Beaverton	Law Enforcement
Interoperable Comms	Spare wireless access point with meshing#	1	\$6,000.00	\$6,000.00	City of Beaverton	Law Enforcement
Interoperable Comms	Satellite phone	8	\$2,000.00	\$16,000.00	City of Hillsboro	Law Enforcement
Interoperable Comms	Satellite phone	5	\$995.00	\$4,975.00	Tigard Police Department	LE (3), PW (2)
PROJECT THREE LETPP TOTAL				\$2,286,698.00		

* Indicates items also requested thru UASI (in whole or in part)

Indicates package item for requesting agency (i.e., fund together)

Note: If any funds provided for groups of shaded items, award funds proportional to agency requests

PROJECT THREE TOTAL \$2,835,138.00

PROJECT FOUR: ESTABLISH / ENHANCE CYBER SECURITY PROGRAM

Project Four SHSP Funding

<u>Equipment Category</u>	<u>Item</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total Cost</u>	<u>Agency</u>	<u>Discipline</u>
Cyber Security Eqpmt	Agency firewall - WatchGuard Firebox	1	\$4,258.00	\$4,258.00	Banks Fire District #13	Fire
Cyber Security Eqpmt	Agency firewall	1	\$7,000.00	\$7,000.00	Washington County Fire District #2	Fire
PROJECT FOUR SHSP TOTAL				\$11,258.00		

Project Four LETPP Funding

<u>Equipment Category</u>	<u>Item</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total Cost</u>	<u>Agency</u>	<u>Discipline</u>
Cyber Security Eqpmt	Intruder detection/Intruder prevention at Broadband User Group (BUG) level w/i each public safety agency - enterprise class device#	2	\$18,000.00	\$36,000.00	Washington County Sheriff's Office	Law Enforcement
Cyber Security Eqpmt	Intruder detection/Intruder prevention at Broadband User Group (BUG) level w/i each public safety agency - medium/small agencies#	11	\$7,000.00	\$77,000.00	Washington County Sheriff's Office	Law Enforcement
Cyber Security Eqpmt	Standardized firewall infrastructure & practices#	8	\$15,000.00	\$120,000.00	Washington County Sheriff's Office	Law Enforcement
Cyber Security Eqpmt	Proactive wireless network defense and detection - enterprise platform#	1	\$9,000.00	\$9,000.00	Washington County Sheriff's Office	Law Enforcement
Cyber Security Eqpmt	Sensors installed throughout physical network to provide data to enterprise wireless defense and detection platform#	28	\$750.00	\$21,000.00	Washington County Sheriff's Office	Law Enforcement
Cyber Security Eqpmt	Proactive wireless network defense and detection - handheld units#	10	\$1,500.00	\$15,000.00	Washington County Sheriff's Office	Law Enforcement
Cyber Security Eqpmt	Remote access infrastructure consolidation#	10	\$4,500.00	\$45,000.00	Washington County Sheriff's Office	Law Enforcement
Power Equipment	UPS for back-up county network	1	\$100,000.00	\$100,000.00	Washington County Sheriff's Office	Law Enforcement

<u>Planning / Description of Expense</u>	<u>Total Cost</u>	<u>Agency</u>
Hire consultant(s) to perform the following work (planning, training, and exercising) in support of the Washington County Broadband User's Group, an intergovernmental agency providing wide area network and internet gateway services to numerous local governments in the county to provide the following deliverables.		
1 - Conduct an objective review and vulnerabilities analysis of the shared BUG environment and a security assessment for each individual agency#	\$75,500.00	Washington County Sheriff's Office
2 - Develop plan, including policy, organization and communications, for cyber security incident response and management#	\$15,000.00	Washington County Sheriff's Office
3 - Develop procedures manual for the ongoing review, testing, and updating of the cyber security plan#	\$45,000.00	Washington County Sheriff's Office
4 - Conduct Web service design and implementation to provide collaboration tools through network based systems such as Exchange and Interactive Automated Call Directory#	\$25,000.00	Washington County Sheriff's Office
5 - Provide general instruction for up to 12 support staff on security principles and the cyber security plan#	\$6,250.00	Washington County Sheriff's Office
6 - Provide advanced instruction in security concepts and the cyber security plan for up to 16 network technicians from multiple agencies#	\$38,750.00	Washington County Sheriff's Office
7 - Develop a testing and exercise format for the cyber security plan to support initial plan acceptance and ongoing evaluation#	\$20,000.00	Washington County Sheriff's Office
8 - Provide centralized project management services for coordination of all steps in the risk analysis, planning, coordinating, training, and exercising of the BUG cyber security program#	\$27,375.00	Washington County Sheriff's Office
PROJECT FOUR LETPP TOTAL	\$675,875.00	

Indicates package item for requesting agency (i.e., fund together)

PROJECT FOUR TOTAL \$687,133.00

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PROJECT FIVE: ENHANCE CAPABILITIES TO RESPOND TO CBRNE EVENTS

Project Five SHSP Funding - None

Project Five LETPP Funding

<u>Equipment Category</u>	<u>Item</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total Cost</u>	<u>Agency</u>	<u>Discipline</u>
Incident Response Vehicle	Mobile command vehicle	1	\$250,000.00	\$250,000.00	Tigard Police Department	Law Enforcement
Incident Response Vehicle	Mid-size mobile command vehicle	1	\$160,000.00	\$160,000.00	City of Beaverton	Law Enforcement
Interoperable Comms	VPN solution for mobile command vehicle	1	\$3,000.00	\$3,000.00	City of Hillsboro	Law Enforcement
Interoperable Comms	WiFi solution for mobile command vehicle	1	\$2,000.00	\$2,000.00	City of Hillsboro	Law Enforcement
Incident Response Vehicle	CBRNE equipment trailer tow vehicle	1	\$47,000.00	\$47,000.00	Washington County Sheriff's Office	LE, Public Health
Expl Device Mitigation	Remote device (robot) to provide audio and video surveillance for CBRNE device detection	1	\$128,000.00	\$128,000.00	Washington County Sheriff's Office	Law Enforcement
Logistical Support Eqmpt	Equipment inventory system	1	\$30,000.00	\$30,000.00	City of Hillsboro	LE, Fire
Information Technology	ArcGIS workstation or desktop software, version 9 or above for mid-size cities in the county#	4	\$10,000.00	\$40,000.00	Washington County Sheriff's Office	Law Enforcement
<u>Planning / Description of Expense</u>				<u>Total Cost</u>	<u>Agency</u>	
Software application development services for standardizing SITUS addressing protocols and creating a shared regional address repository for the county to enhance real time mapping#				\$40,000.00	Washington County Sheriff's Office	
Planimetric services to create a map layer showing unincorporated area building footprints for real time mapping applications#				\$50,000.00	Washington County Sheriff's Office	
PROJECT FIVE LETPP TOTAL				\$750,000.00		
PROJECT FIVE TOTAL				\$750,000.00		

Indicates package item for requesting agency (i.e., fund together)

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PROJECT SIX: ESTABLISH / ENHANCE SUSTAINABLE HOMELAND SECURITY TRAINING PROGRAM

Project Six SHSP Funding

<u>Training Category</u>	<u>Item</u>	<u>Number Trained</u>	<u>Total Cost</u>	<u>Agency</u>	<u>Discipline</u>
NIMS/ICS Compliance	NIMS/ICS (Basic and Advanced) volunteer pay and overtime	38	\$500.00	Gaston Rural Fire District	Fire
NIMS/ICS Compliance	NFA All Hazards IMT Course overtime and backfill	12	\$25,000.00	City of Hillsboro	Fire
NIMS/ICS Compliance	NIMS/ICS (Basic and Advanced) volunteer pay and overtime	40	\$4,320.00	Washington County Fire District #2	Fire
CBRNE Response	CBRNE Awareness and Operations overtime and backfill	4	\$2,000.00	Cornelius Fire Department	Fire
CBRNE Response	CBRNE Awareness and Operations overtime and backfill	4	\$2,000.00	Forest Grove Fire and Rescue	Fire
PROJECT SIX SHSP TOTAL			\$33,820.00		

Project Six LETPP Funding

<u>Training Category</u>	<u>Item</u>	<u>Number Trained</u>	<u>Total Cost</u>	<u>Agency</u>	<u>Discipline</u>
NIMS/ICS Compliance	Overtime and backfill for NIMS/ICS training*	30	\$8,000.00	City of Hillsboro	Law Enforcement
NIMS/ICS Compliance	Overtime and backfill for NIMS/ICS training	37	\$7,400.00	Tualatin Police Department	Law Enforcement
NIMS/ICS Compliance	Overtime and backfill for NIMS/ICS basic training*	12	\$2,400.00	King City Police Department	Law Enforcement
NIMS/ICS Compliance	Overtime and backfill for NIMS/ICS intermediate training	4	\$4,800.00	King City Police Department	Law Enforcement
NIMS/ICS Compliance	Overtime and backfill for NIMS/ICS training	125	\$1,750.00	Tigard Police Department	LE, PW, GA
CBRNE Threats	Overtime and backfill for WMD/CBRNE Awareness course	37	\$7,400.00	Tualatin Police Department	Law Enforcement
CBRNE Threats	Overtime and backfill for Emergency Response to Terrorism course	110	\$10,000.00	City of Hillsboro	Law Enforcement
Citizen Awareness	Civilian terrorism awareness training	40	\$5,000.00	City of Hillsboro	Law Enforcement
PROJECT SIX LETPP TOTAL			\$46,750.00		

*Indicates items also requested thru UASI (in whole or in part)

Note: If any funds provided for groups of shaded items, award funds proportional to agency requests

PROJECT SIX TOTAL \$80,570.00

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PROJECT SEVEN: ASSESS VULNERABILITY OF AND HARDEN CRITICAL INFRASTRUCTURE

Project Seven SHSP Funding

<u>Equipment Category</u>	<u>Item</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total Cost</u>	<u>Agency</u>	<u>Discipline</u>
Physical Security Eqpmt	ID pin access door lock (mag lock)	10	\$900 00	\$9,000.00	Washington County Fire District #2	Fire
Physical Security Eqpmt	Infrared data transmitter for access management	2	\$600 00	\$1,200 00	Washington County Fire District #2	Fire
Physical Security Eqpmt	ID pin access door lock (mag lock)	5	\$1,000.00	\$5,000 00	Gaston Rural Fire District	Fire
Physical Security Eqpmt	Remote control door openers	8	\$800 00	\$6,400 00	Gaston Rural Fire District	Fire
Power Equipment	Emergency generator	1	\$20,000.00	\$20,000 00	Gaston Rural Fire District	Fire
PROJECT SEVEN SHSP TOTAL				\$41,600 00		

Project Seven LETPP Funding

<u>Equipment Category</u>	<u>Item</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total Cost</u>	<u>Agency</u>	<u>Discipline</u>
Physical Security Eqpmt	Perimeter fence intrusion monitoring sensor - Hillsboro Water Ops Bldg	1	\$8,500 00	\$8,500.00	City of Hillsboro	LE, Public Works
Physical Security Eqpmt	Perimeter fence - Joint Water Commission water treatment plant (6,350 lf)	6350	\$11 00	\$69,850 00	City of Hillsboro	LE, Public Works
Physical Security Eqpmt	Perimeter fence - Joint Water Commission water treatment plant transformer (300 lf)	300	\$11 00	\$3,300 00	City of Hillsboro	LE, Public Works
Physical Security Eqpmt	Video camera, outdoor rated, low light capable, pole-mounted - Joint Water Commission water treatment plant	2	\$6,500.00	\$13,000.00	City of Hillsboro	LE, Public Works
Physical Security Eqpmt	Perimeter fence intrusion monitoring sensor - Joint Water Commission water treatment plant	1	\$17,000.00	\$17,000.00	City of Hillsboro	LE, Public Works
Physical Security Eqpmt	Lock or lockable breaker handle on switchgear, motor control panels, and RTU panels	20	\$125 00	\$2,500 00	City of Beaverton	LE, Public Works
Physical Security Eqpmt	Door upgrade or replacement - ASR Well #2	1	\$3,000.00	\$3,000 00	City of Beaverton	LE, Public Works
Physical Security Eqpmt	Motion detector for pump station bldg	4	\$1,500 00	\$6,000 00	City of Beaverton	LE, Public Works
Physical Security Eqpmt	Emergency generator w/installation for PD and city hall	1	\$11,800 00	\$11,800 00	King City Police Department	LE, PW, GA
Physical Security Eqpmt	Upgrade doors and locks for city hall computer room, PD and EOC	1	\$3,500.00	\$3,500 00	King City Police Department	LE, PW, GA
Physical Security Eqpmt	Enclosure for emergency generator - city hall	1	\$17,000 00	\$17,000 00	City of Beaverton	LE, PW, GA
Physical Security Eqpmt	Access control and camera system for county courthouse (can be funded in \$50K increments)	1	\$200,000 00	\$200,000 00	Washington County Sheriff's Office	LE, PW, GA
Physical Security Eqpmt	Ion air filtration system for Public Services Bldg, Walnut Street Center, & Law Enforcement Center	3	\$125,000.00	\$375,000.00	Washington County Sheriff's Office	LE, PW, GA
Physical Security Eqpmt	Switch gear for HVAC at Law Enforcement Center/ Alternate EOC	1	\$40,000 00	\$40,000 00	Washington County Sheriff's Office	LE, PW, GA
PROJECT SEVEN LETPP TOTAL				\$770,450.00		

PROJECT SEVEN TOTAL \$812,050.00

1.7

PROJECT EIGHT: ESTABLISH / ENHANCE SUSTAINABLE HOMELAND SECURITY PLANNING PROGRAM

Project Eight SHSP Funding - None

Project Eight LETPP Funding

<u>Planning / Description of Expense</u>	<u>Total Cost</u>	<u>Agency</u>
Hire consultant to develop and implement a communication and recovery strategy for potential terrorism targets (private sector and non-profit) within the city	\$20,000 00	City of Hillsboro (LE)
<hr/>		
PROJECT EIGHT LETPP TOTAL	\$20,000 00	
PROJECT EIGHT TOTAL	\$20,000.00	
SHSP TOTAL (All Projects)	\$739,876 00	
LETPP TOTAL (All Projects)	\$4,804,600.00	
GRAND TOTAL (All Projects and Programs)	\$5,544,476 00	

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AGENDA BILL

**Beaverton City Council
Beaverton, Oregon**

SUBJECT: Traffic Commission Issue No TC 577

FOR AGENDA OF: 06-20-05 **BILL NO:** 05120

Mayor's Approval: *[Signature]*

DEPARTMENT OF ORIGIN: Engineering *[Signature]*

DATE SUBMITTED: 06-07-05

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

PROCEEDING: Consent

- EXHIBITS:**
1. Vicinity Map
 2. City Traffic Engineer's report on Issue TC 577
 3. Draft minutes of the meeting of June 2, 2005 (excerpt)

BUDGET IMPACT

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

On June 2, 2005, the Traffic Commission considered the following issues:

- TC 577, Centerline Striping on SW Finch Avenue at Blackbird Drive.
- TC 573, Center Turn Lane on SW Greenway (on remand from the City Council for re-consideration of the previous decision).

The staff report for Issue TC 577 is attached as Exhibit 2. Details on Issue TC 573 will be forwarded to the Council after the Traffic Commission adopts a final written order.

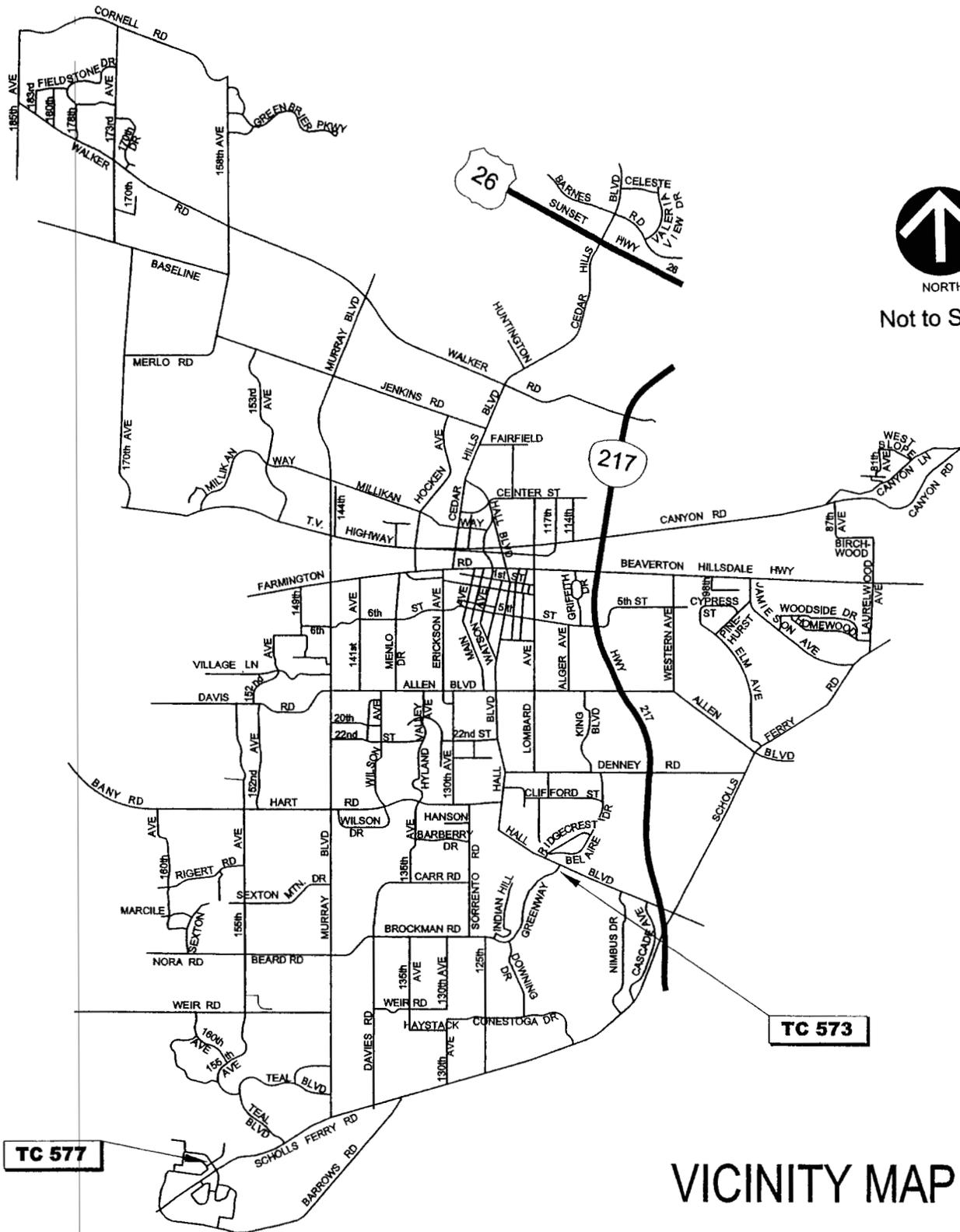
INFORMATION FOR CONSIDERATION:

Issue TC 577 was approved by the Commission on consent agenda.

A hearing was held on Issue TC 573. The Commission made a tentative decision to recommend rejecting all proposals for striping changes on Greenway. This issue was continued to the next meeting in order to allow time to prepare a final written order.

RECOMMENDED ACTION:

Approve the Traffic Commission recommendation on Issue TC 577.



VICINITY MAP



City Of Beaverton

VICINITY MAP for June 2005
 TC ISSUES: 577 & 573

ENGINEERING DEPARTMENT
TRANSP RTATION DIVISI N

Drawn By: JR Date: 5/24/05
 Reviewed By: Date:
 Approved By: Date: **1**

CITY TRAFFIC ENGINEER'S REPORT
ISSUE NO. TC 577
(Centerline Striping on SW Finch Avenue at Blackbird Drive)

April 13, 2005

Background Information

Mr. Glenn Berk requested a centerline on SW Finch Avenue at Blackbird Drive. He is concerned about vehicle cutting the corner at a high speed and encroaching onto oncoming traffic when turning from Blackbird Drive onto northbound Finch Avenue.

The paved width of SW Finch Avenue north Blackbird Drive is 32 feet. Adding a centerline striping would provide two 16 foot lanes. A 16 foot wide lane is sufficient to allow a vehicle and a bicycle to travel at the same time. This lane arrangement would slow traffic turning onto Finch Avenue and improve safety at the intersection.

Applicable Criteria

Applicable criteria from Beaverton Code 6.02.060A are:

- 1a (provide for safe vehicle, bicycle and pedestrian movements);
- 1b (help ensure orderly and predictable movement of vehicles, bicycles, and pedestrians);
- 1g (carry anticipated traffic volumes safely).

Conclusions:

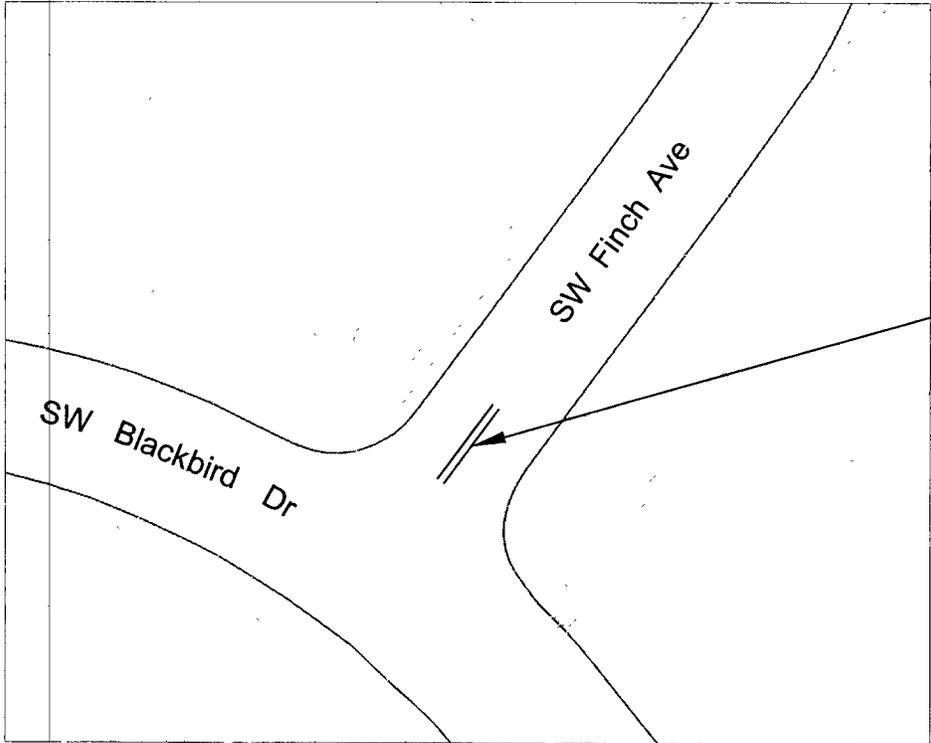
1. Striping a centerline on SW Finch Avenue North of Blackbird Drive would improve safety at the intersection by encouraging drivers to turn into the proper side of the street and by discouraging high-speed turns, satisfying Criterion 1a, 1b, and 1g.

Recommendation:

1. Approve the request to stripe a centerline for approximately 25 feet on SW Finch Avenue north of Blackbird Drive.



NORTH
1" = 50'



Proposed 25' centerline

Y:\Traffic\Drawings\2005\05-28 Finch at Blackbird Striping.dwg



City Of Beaverton

Centerline Striping on
On SW Finch Ave at Blackbird Dr

ENGINEERING DEPARTMENT
TRANSP RTATION DIVISI N

Drawn By: MC Date: 4/14/05

Reviewed By: Date:

Approved By: Date: 3

MEMORANDUM
Beaverton Police Department

RECORD COPY



Chief David G. Bishop

DATE: June 1, 2005
TO: Randy Wooley
FROM: Jim Monger
SUBJECT: TC 577

TC 577. I concur with the recommendations to add a centerline stripe on SW Finch Avenue north of SW Blackbird Drive.

City of Beaverton

TRAFFIC COMMISSION

Minutes of the June 2, 2005, Meeting

CALL TO ORDER

Chairman Scott Knees called the meeting to order at 7:00 p.m. in the Forrest C. Soth City Council Chamber at Beaverton City Hall, Beaverton, Oregon.

ROLL CALL

Traffic Commissioners Scott Knees, Holly Isaak, Carl Teitelbaum, Louise Clark, Kim Overhage, Tom Clodfelter, and Ramona Crocker constituted a quorum. Alternate member Bob Sadler was in the audience to observe.

City staff included City Traffic Engineer Randy Wooley, Project Engineer Jabra Khasho, Traffic Sergeant Jim Monger, and Recording Secretary Debra Callender.

VISITORS

No visitors came forward to address the Commission.

STAFF COMMENTS

Mr. Wooley had no comments.

CONSENT ITEMS

Chairman Knees reviewed the consent items, including the April 2005 Traffic Commission minutes and Issue TC 577 "Centerline Striping on SW Finch Avenue at Blackbird Drive."

Commissioner Overhage **MOVED** and Commissioner Clark **SECONDED** a **MOTION** to approve the consent items. There was no discussion on the items.

The **MOTION CARRIED** unanimously, 7:0.

— EXCERPT END —

AGENDA BILL

**Beaverton City Council
Beaverton, Oregon**

SUBJECT: A Resolution Authorizing the Mayor to Sign an Intergovernmental Agreement (IGA) with the Oregon Department of Transportation for Beaverton Green Clearouts Project

FOR AGENDA OF: 06-20-05 **BILL NO:** 05121

Mayor's Approval: 

DEPARTMENT OF ORIGIN: Engineering 

DATE SUBMITTED: 06-07-05

CLEARANCES: City Attorney
Operations
Finance
Transportation



PROCEEDING: Consent

EXHIBITS: 1. Intergovernmental Agreement
2. Resolution

BUDGET IMPACT

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

The Oregon Department of Transportation (ODOT) Rail Division regulates all highway-railroad grade crossings in the City. Many of the rail crossings are in close proximity to traffic signals, which must be interconnected with the railroad in order to clear traffic from the railroad tracks before a train arrives. ODOT has identified eight rail crossings in Beaverton where updated track circuitry and software should be installed. The updated track circuitry and software will allow the traffic signals that are interconnected to the rail crossings to react in a more efficient and safe manner during the clearance phase.

Currently, several traffic signals display a flashing yellow indication for the traffic that may be queued across the railroad tracks. During the flashing yellow indication, traffic is supposed to clear the railroad crossing. The flashing yellow signal is considered obsolete at railroad crossings. This project will replace the flashing yellow indication with a green one, which is more understandable for the driver. Not all of the rail crossings identified in this project need this upgrade, but due to the closely spaced rail crossings within the downtown core, it is necessary to upgrade the circuitry at all eight crossings.

The crossings identified to be upgraded and the associated interconnected traffic signals are shown in the following table.

Rail Crossing	Traffic Signal
Murray Boulevard	Tualatin-Valley Highway & Murray Boulevard
142 nd Avenue	N/A
Hocken Avenue	Tualatin-Valley Highway & Hocken Avenue
Cedar Hills Boulevard	Canyon Road & Cedar Hills Boulevard Farmington Road & Cedar Hills Boulevard
Watson Avenue	Farmington Road & Watson Avenue/Broadway Street
Hall Boulevard	Farmington Road & Hall Boulevard
Lombard Avenue	Farmington Road & Lombard Avenue
5 th Street	N/A

In addition to the track circuitry and software upgrades, the project will include sidewalk upgrades on Cedar Hills Boulevard and Hocken Avenue and upgrades of some traffic signal hardware.

INFORMATION FOR CONSIDERATION:

Funding for this project will be provided by "Section 130 Funds", which are federal funds aimed at eliminating hazards at public highway-railroad crossings. The money will be administered by ODOT Rail for this project. City of Beaverton crews will perform the work necessary to upgrade the sidewalks and traffic signal equipment which is documented in ODOT Rail Order 50289. The City of Beaverton will be reimbursed for time and materials based on the intergovernmental agreement. The track circuitry and software upgrades will be completed through an agreement between ODOT Rail and Portland & Western Railroad.

RECOMMENDED ACTION:

Approve the attached resolution authorizing the Mayor to enter into an intergovernmental agreement with the Oregon Department of Transportation for the Beaverton Green Clearouts Project and direct the Finance Director to include the necessary budgetary adjustments for the City's expenses and the reimbursement from ODOT in the first supplemental budget for FY 2005-06.

Docket No. 1186

Misc. Contracts & Agreements No. 22519

LOCAL AGENCY AGREEMENT
RAIL-HIGHWAY CROSSINGS PROGRAM PROJECT

THIS AGREEMENT is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State", and City of Beaverton, a municipal corporation of the State of Oregon, acting by and through City Officials, hereinafter referred to as "Agency".

RECITALS

1. By the authority granted in ORS 366.770 and 366.775, State may enter into cooperative agreements with counties and cities for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.

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

1. Under such authority, State and Agency plan and propose to alter eight existing railroad-highway crossings through the City of Beaverton. The project description and scope of work are described in Department Order No. 50289, marked Exhibit A, and by this reference made a part hereof.
2. The project shall be conducted as a part of the Rail-Highway Crossings Program under Title 23, United States Code. The State shall be responsible for the match for federal funds. Engineering, right of way, and construction costs for the project as depicted by Exhibit A are reimbursable under this program. Agency shall be responsible for all costs of any additional highway work it chooses to add to the project which is not depicted by Exhibit A.
3. The term of this agreement shall begin upon execution of the agreement by all parties and shall terminate on upon completion of project and final payment.
4. The Special and Standard Provisions attached hereto, marked Attachments 1 and 2, respectively, are by reference made a part hereof. The Standard Provisions apply to all federal aid projects and can be modified only by the Special Provisions. The parties hereto mutually agree to the terms and conditions set forth in Attachments 1 and 2. In the event of a conflict, this agreement shall control over the attachments, and Attachment 1 shall control over Attachment 2.
5. Agency shall adopt an ordinance or resolution authorizing its City officials to enter into and execute this agreement.

6. Agency, as a recipient of grant funds, pursuant to this agreement with the State, shall assume sole liability for Agency's breach of the conditions of the grant, and shall, upon Agency's breach of grant conditions that requires the State to return funds to FHWA, the grantor, hold harmless and indemnify the State for an amount equal to the funds received under this agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this agreement.
7. This agreement may be terminated by mutual written consent of both parties. State may terminate this agreement effective upon delivery of written notice to City, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the other provisions of this agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within 10 days or such longer period as State may authorize.
 - c. If State fails to provide payment of its share of the cost of the project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided in the agreement.
 - e. If Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
8. Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.
9. Agency shall adopt an ordinance or resolution authorizing its City officials to enter into and execute this agreement.
10. This agreement and attached exhibits constitute the entire agreement between parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure

of State to enforce any provision of this agreement shall not constitute a waiver by State of that or any other provision.

This project was approved by the Oregon Transportation Commission as part of the Statewide Transportation Improvement Program, Highway/Rail Crossing Program.

On October 24, 2002, the Director of the Oregon Department of Transportation approved Subdelegation Order No. 15, in which the Director grants authority to the Deputy Directors, Division Managers, Chief of Staff, Technical Services Manager/Chief Engineer, Branch and Region Managers for their respective Branch or Region, to approve and execute agreements up to and over \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program, other system plans approved by the Commission such as the Traffic Safety Performance Plan, or in a line item in the approved biennial budget.

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

**STATE OF OREGON, by and through
its Department Of Transportation**

Approval Recommended:

Kelly Taylor,
Rail Division Administrator

Approved as to legal sufficiency
(If required by agency)

By _____
Legal Counsel

**City of Beaverton, by and through its
Officials**

By _____

By _____

Date _____

ATTACHMENT NO. 1

SPECIAL PROVISIONS

Docket No. RX1186
Misc. Contracts & Agreements No. 22519

1. Construction work on this project is estimated to be less than \$100,000. The project will be constructed by Agency Forces.
2. Agency shall, as a federal-aid participating preliminary engineering function, conduct the necessary field surveys, environmental studies, traffic investigations, foundation explorations, and hydraulic studies, identify and obtain all required permits, and perform all preliminary engineering and design work required to produce final plans, preliminary/final specifications and cost estimates.
3. Agency shall acquire right-of-way, in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1980, as amended.
4. Agency insures that all project right-of-way monumentation will be conducted in conformance with ORS 209.150.
5. Agency shall construct the project utilizing its own forces. Agency shall furnish all construction engineering, labor, equipment, materials, supplies, field testing of materials, technical inspection and project manager services for administration of the project.
6. Upon completion of the project, refer to State Order No. 50289 for maintenance responsibilities, and any other issues that are not expressly addressed by this agreement.
7. Agency agrees to send completed plans to both the Highway Division and Rail Division of ODOT for review and approval prior to starting construction.

ATTACHMENT NO. 2
STANDARD PROVISIONS
JOINT OBLIGATIONS
PROJECT ADMINISTRATION

1. State (ODOT) is acting to fulfill its responsibility to the Federal Highway Administration (FHWA) by the administration of this project, and Agency (i.e. county, city, unit of local government, or other state agency) hereby agrees that State shall have full authority to carry out this administration. If requested by Agency or if deemed necessary by State in order to meet its obligations to FHWA, State will further act for the Agency in other matters pertaining to the project. State and Agency shall actively cooperate in fulfilling the requirements of the Oregon Action Plan. Agency shall, if necessary, appoint and direct the activities of a Citizen's Advisory Committee and/or Technical Advisory Committee, conduct a hearing and recommend the preferred alternative. State and Agency shall each assign a liaison person to coordinate activities and assure that the interests of both parties are considered during all phases of the project.
2. Any project that uses federal funds in project development is subject to plans, specifications and estimates (PS&E) review and approval by FHWA or State acting for FHWA prior to advertisement for bid proposals, regardless of the source of funding for construction.

PRELIMINARY & CONSTRUCTION ENGINEERING

3. State, Agency, or others may perform preliminary and construction engineering. If Agency or others perform the engineering, State will monitor the work for conformance with FHWA rules and regulations. In the event that Agency elects to engage the services of a personal service consultant to perform any work covered by this agreement, Agency and Consultant shall enter into a State reviewed and approved personal service contract process and resulting contract document. State must concur in the contract prior to beginning any work. State's personal service contracting process and resulting contract document will follow Title 23 Code of Federal Regulations (CFR) 172, Title 49 CFR 18, ORS 279.051, the current State Administrative Rules and ODOT Personal Services Contracting Procedures as approved by the Federal Highway Administration (FHWA). Such personal service contract(s) shall contain a description of the work to be performed, a project schedule, and the method of payment. Subcontracts shall contain all required provisions of Agency as outlined in the agreement. No reimbursement shall be made using federal-aid

funds for any costs incurred by Agency or its consultant prior to receiving authorization from State to proceed. Any amendments to such contract(s) also require State's approval.

4. On all construction projects where State is the signatory party to the contract, and where Agency is doing the construction engineering and project management, Agency, subject to any limitations imposed by State law and the Oregon Constitution, agrees to accept all responsibility, defend lawsuits, indemnify and hold State harmless, for all tort claims, contract claims, or any other lawsuit arising out of the contractor's work or Agency's supervision of the project.

REQUIRED STATEMENT FOR USDOT FINANCIAL ASSISTANCE AGREEMENT

5. If as a condition of assistance the Agency has submitted and the US Department of Transportation has approved a Disadvantaged Business Enterprise Affirmative Action Program which the Agency agrees to carry out, this affirmative action program is incorporated into the financial assistance agreement by reference. That program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of the financial assistance agreement. Upon notification to the Agency of its failure to carry out the approved program, the US Department of Transportation shall impose such sanctions as noted in Title 49, Code of Federal Regulations, Part 26, which sanctions may include termination of the agreement or other measures that may affect the ability of the Agency to obtain future US Department of Transportation financial assistance.
6. **DBE Obligations.** State and its contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 26 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, Agency shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts. Neither State nor Agency and its contractors shall discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts. The Agency shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of such contracts. Failure by the Agency to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as ODOT deems appropriate.

The DBE Policy Statement and Obligations shall be included in all subcontracts entered into under this contract.
7. The Agency further agrees to comply with all applicable civil rights laws, rules and regulations, including Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.
8. The parties hereto agree and understand that they will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work including, but not limited to, the provisions of ORS 279.312, 279.314, 279.316, 279.320 and 279.555, incorporated herein by reference and made a part hereof; Title 49 CFR, Parts 26 and 90, Audits of State and Local Governments; 49 CFR Parts 18 and 24; 23 CFR Part 771; Title 41, USC, Anti-Kickback Act; Title 23, USC, Federal-Aid Highway Act; 42 USC, Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended; provisions of Federal-Aid Policy Guide (FAPG), Title 23 Code of Federal Regulations (23 CFR) 1.11, 710, and 140; and the Oregon Action Plan.

STATE OBLIGATIONS

PROJECT FUNDING REQUEST

9. State shall submit a project funding request to the FHWA with a request for approval of federal-aid participation in all engineering, right-of-way acquisition, eligible utility relocations and/or construction work for the project. **No work shall proceed on any activity in which federal-aid participation is desired until such approval has been obtained.** The program shall include services to be provided by State, Agency, or others. State shall notify Agency in writing when authorization to proceed has been received from the FHWA. Major responsibility for the various phases of the project will be as outlined in the Special Provisions. All work and records of such work shall be in conformance with FHWA rules and regulations and the Oregon Action Plan.

FINANCE

10. State shall, in the first instance, pay all reimbursable costs of the project, submit all claims for federal-aid participation to the FHWA in the normal manner and compile accurate cost accounting records. Agency may request a statement of costs to date at any time by submitting a written request. When the actual total cost of the project has been computed, State shall furnish Agency with an itemized statement of final costs. Agency shall pay an amount which, when added to said advance deposit and federal reimbursement payment, will equal 100 percent of the final total actual cost. Any portion of deposits made in excess of the final total costs of project, minus federal reimbursement, shall be released to Agency. The actual cost of services provided by State will be charged to the project expenditure account(s) and will be included in the total cost of the project.

PROJECT ACTIVITIES

11. State shall, if the preliminary engineering work is performed by Agency or others, review and process or approve all environmental statements, preliminary and final plans, specifications and cost estimates. State shall, if they prepare these documents, offer Agency the opportunity to review and approve the documents prior to advertising for bids.
12. The party responsible for performing preliminary engineering for the project shall, as part of its preliminary engineering costs, obtain all project related permits necessary for the construction of said project. Said permits shall include, but are not limited to, access, utility, environmental, construction, and approach permits. All pre-construction permits will be obtained prior to advertisement for construction.
13. State shall prepare contract and bidding documents, advertise for bid proposals, and award all contracts.
14. Upon State's award of a construction contract, State shall perform independent assurance testing in accordance with State and FHWA Standards, process and pay all contractor progress estimates, check final quantities and costs, and oversee and provide intermittent inspection services during the construction phase of the project.

15. The State shall, as a project expense, assign a liaison person to provide project monitoring as needed throughout all phases of project activities (preliminary engineering, right-of-way acquisition, and construction). The liaison shall process reimbursement for federal participation costs.

RIGHT-OF-WAY

16. State is responsible for proper acquisition of the necessary right-of-way and easements for construction and maintenance of the project. Agency may perform acquisition of the necessary right-of-way and easements for construction and maintenance of the project, provided Agency (or Agency's consultant) are qualified to do such work as required by the ODOT Right of Way Manual and have obtained prior approval from ODOT Region Right of Way office to do such work.
17. Regardless of who acquires or performs any of the right-of-way activities, a right-of-way services agreement shall be created by ODOT Region Right of Way office setting forth the responsibilities and activities to be accomplished by each party. State shall always be responsible for requesting project funding, coordinating certification of the right-of-way, and providing oversight and monitoring. Funding authorization requests for federal right-of-way funds must be sent through the Region Right of Way offices on all projects. All projects must have right-of-way certification coordinated through Region Right of Way offices (even for projects where no federal funds were used for right-of-way, but federal funds were used elsewhere on the project). Agency should contact the Region Right of Way office for additional information or clarification.
18. State shall review all right-of-way activities engaged in by Agency to assure compliance with applicable laws and regulations. Agency agrees that right-of-way activities shall be in accord with the Uniform Relocation Assistance & Real Property Acquisition Policy Act of 1970, as amended, ORS 281.060 and ORS Chapter 35, FHWA Federal Aid Policy Guide, State's Right of Way Manual and the Code of Federal Regulations, Title 23, Part 710 and Title 49, Part 24.
19. If any real property purchased with federal-aid participation is no longer needed for the originally authorized purpose, the disposition of such property shall be subject to applicable rules and regulations, which are in effect at the time of disposition. Reimbursement to State and FHWA of the required proportionate shares of the fair market value may be required.
20. Agency insures that all project right-of-way monumentation will be conducted in conformance with ORS 209.150.
21. State and Agency grants each other authority to enter onto the other's right-of-way for the performance of the project.

AGENCY OBLIGATIONS

FINANCE

22. Federal funds shall be applied toward project costs at the current federal-aid matching ratio, unless otherwise agreed and allowable by law. Agency shall be responsible for the entire match amount, unless otherwise agreed to and specified in the intergovernmental agreement.
23. Agency's estimated share and advance deposit.
 - A. Agency shall, prior to commencement of the preliminary engineering and/or right-of-way acquisition phases, deposit with State its estimated share of each phase. Exception may be made in the case of projects where Agency has written approval from the State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement.
 - B. Agency's construction phase deposit shall be 110 percent of Agency's share of the engineer's estimate and shall be received prior to award of the bid. Any additional balance of the deposit, based on the actual bid must be received within 45 days of receipt of written notification by the State of the final amount due, unless the contract is canceled. Any unnecessary balance of a cash deposit, based on the actual bid, will be refunded within 45 days of receipt by the State of the project sponsor's written request.
 - C. Pursuant to ORS 366.425, the advance deposit may be in the form of 1) money deposited in the State Treasury (an option where a deposit is made in the Local Government Investment Pool, and an Irrevocable Limited Power of Attorney is sent to the Highway Finance Office), or 2) an Irrevocable Letter of Credit issued by a local bank in the name of State, or 3) cash.
 - D. Agency may satisfy all or part of any matching funds requirements by use of in-kind contributions rather than cash when prior written approval has been given by State.
24. If the estimated cost exceeds the total matched federal funds available, Agency shall deposit its share of the required matching funds, plus 100 percent of all costs in excess of the total matched federal funds. Agency shall also pay 100 percent of the cost of any item in which the FHWA will not participate. If Agency has not repaid any non-participating cost, future allocations of federal funds, or allocations of State Highway Trust Funds, to that Agency may be withheld to pay the non-participating costs. If the State approves processes, procedures, or contract administration outside the *Local Agency Guidelines*, that result in items being declared non-participating, those items will not result in the withholding of Agency's future allocations of federal funds or the future allocations of State Highway Trust Funds.
25. Costs incurred by the State and Agency for services performed in connection with any phase of the project shall be charged to the project, unless otherwise mutually agreed upon.
26. If Agency makes a written request for the cancellation of a federal-aid project; Agency shall bear 100 percent of all costs as of the date of cancellation. If the State was the sole cause of the cancellation, the State shall bear 100 percent of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of State or Agency, Agency shall bear all development costs, whether incurred by the State or Agency, either directly or through contract services, and the State shall bear any State administrative costs incurred. After settlement of payments, State shall deliver surveys, maps, field notes, and all other data to Agency.

27. The requirements stated in the Single Audit Act must be followed by those local governments receiving \$300,000 or more in federal funds. The Single Audit Act of 1984, PL 98-502 as amended by PL 104-156, described in "Office of Management and Budget Circular A-133", requires local governments to obtain an audit that includes internal controls and compliance with federal laws and regulations of all federally-funded programs in which the local agency participates. The cost of this audit can be partially prorated to the federal program.
28. Additional deposits, if any, shall be made as needed upon request from the State. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete the project.
29. Agency shall present invoices for 100 percent of actual costs incurred by Agency on behalf of the project directly to State's Liaison Person for review and approval. Such invoices shall identify the project and agreement number, and shall itemize and explain all expenses for which reimbursement is claimed. Billings shall be presented for periods of not less than one-month duration, based on actual expenses to date. All billings received from Agency must be approved by State's Liaison Person prior to payment. Agency's actual costs eligible for federal-aid or State participation shall be those allowable under the provisions of FAPG, 23CFR 1.11, 710, and 140. Final billings shall be submitted to State for processing within three months from the end of each funding phase as follows: 1) award date of a construction contract for preliminary engineering 2) last payment for right-of-way acquisition and 3) third notification for construction. Partial billing (progress payment) shall be submitted to State within three months from date that costs are incurred. Final billings submitted after the three months may not be eligible for reimbursement.
30. The cost records and accounts pertaining to work covered by this agreement are to be kept available for inspection by representatives of State and the FHWA for a period of three (3) years following the date of final voucher to FHWA. Copies of such records and accounts shall be made available upon request. For real property and equipment, the retention period starts from the date of disposition (49 CFR 18.42).
31. State shall request reimbursement, and Agency agrees to reimburse State, for federal-aid funds distributed to Agency if any of the following events occur:
 - a) That right-of-way acquisition or actual construction of the facility for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which the federal-aid funds were authorized;
 - b) That right-of-way acquisition is undertaken utilizing federal-aid funds and actual construction is not started by the close of the twentieth fiscal year following the fiscal year in which the federal-aid funds were authorized for right-of-way acquisition.
 - c) That construction proceeds after the project is determined to be ineligible for federal-aid funding (e.g., no environmental approval, lacking permits, or other reasons).
32. Agency shall maintain all project documentation in keeping with State and FHWA standards and specifications. This shall include, but is not limited to, daily work records, quantity documentation, material invoices and quality documentation, certificates of origin,

process control records, test results, and inspection records to ensure that projects are completed in conformance with approved plans and specifications.

RAILROADS

33. Agency shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through the appropriate Region contact or Railroad & Utility Engineer. Only those costs allowable under 23 CFR 646B & 23 CFR 140I, shall be included in the total project costs; all other costs associated with railroad work will be at the sole expense of the Agency, or others. Agency may request State, in writing, to provide railroad coordination and negotiations. However, the State is under no obligation to agree to perform said duties.

UTILITIES

34. Agency shall cause to be relocated or reconstructed, all privately or publicly-owned utility conduits, lines, poles, mains, pipes, and all other such facilities of every kind and nature where such relocation or reconstruction is made necessary by the plans of the project in order to conform the utilities and other facilities with the plans and the ultimate requirements of the project. Only those utility relocations, which are eligible for federal aid participation under the FAPG, 23 CFR 645A, shall be included in the total project costs; all other utility relocations shall be at the sole expense of the Agency, or others. State will arrange for utility relocations/adjustments in areas lying within jurisdiction of State, if State is performing the preliminary engineering. Agency may request State in writing to arrange for utility relocations/adjustments lying within Agency jurisdiction, acting on behalf of Agency. This request must be submitted no later than 21 weeks prior to bid let date. However, the State is under no obligation to agree to perform said duties.
35. Agency shall follow established State utility relocation policy and procedures. The policy and procedures are available through the appropriate Region Utility Specialist or ODOT Right of Way Section's Railroad and Utility Coordinator.

STANDARDS

36. Design standards for all projects on the National Highway System (NHS) and the Oregon State Highway System shall be in compliance to standards specified in the current ODOT Highway Design Manual and related references. Construction plans shall be in conformance with standard practices of State for plans prepared by its own staff. All specifications for the project shall be in substantial compliance with the most current "Oregon Standard Specifications for Highway Construction".
37. Agency agrees that minimum design standards for non-NHS projects shall be recommended AASHTO Standards and in accordance with the current "Oregon Bicycle and Pedestrian Plan", unless otherwise requested by Agency and approved by State.
38. Agency agrees and will verify that the installation of traffic control devices shall meet the warrants prescribed in the "Manual on Uniform Traffic Control Devices and Oregon Supplements".
39. All plans and specifications shall be developed in general conformance with the current "Contract Road Plans Guide" and the current "Standard Specifications" and/or guidelines provided.

40. The standard unit of measurement for all aspects of the project will be System International (SI) Units (metric). This includes, but is not limited to, right-of-way, environmental documents, plans and specifications, and utilities.

GRADE CHANGE LIABILITY

41. Agency, if a County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.
42. Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by State shall not subject State to liability under ORS 105.760 for change of grade.
43. Agency, if a City, by execution of agreement, gives its consent as required by ORS 373.030(2) to any and all changes of grade within the City limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, if any there be in connection with or arising out of the project covered by the agreement.

CONTRACTOR CLAIMS

44. Agency shall, to the extent permitted by State law, indemnify, hold harmless and provide legal defense for the State against all claims brought by the contractor, or others resulting from Agency's failure to comply with the terms of this agreement.

MAINTENANCE RESPONSIBILITIES

45. Agency shall, upon completion of construction, thereafter maintain and operate the project at its own cost and expense, and in a manner satisfactory to State and the FHWA.

WORKERS' COMPENSATION COVERAGE

46. Agency, its subcontractors, if any, and all employers working under this agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers, unless such employers are exempt under ORS 656.126. Agency shall ensure that each of its contractors complies with these requirements.

LOBBYING RESTRICTIONS

47. Agency certifies by signing the agreement that:
- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of

any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, US Code.

Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Wg rail/9010/rx1186/LAA A1

ORDER NO. 50289

ENTERED April 29, 2005

EXHIBIT A

**BEFORE THE OREGON DEPARTMENT
OF TRANSPORTATION**

RX 1186

In the Matter of the Investigation on the Department's)
Own Motion into the Need for Safety Improvements)
at Eight Railroad-Highway Grade Crossings (between)
railroad mileposts 755.10 and 756.10) of the UNION)
PACIFIC RAILROAD COMPANY, a Delaware)
Corporation, leased to PORTLAND & WESTERN)
RAILROAD, INC. (PNWR), Tillamook District, in)
Beaverton, Washington County, Oregon.)

ORDER

In the furtherance of its duties in the administration of ORS 824.206, Rail Division staff has investigated the adequacy of the safety at the subject grade crossings. The affected railroad is PNWR. The public authorities in interest are City of Beaverton and ODOT Highway Division, Region 1. Union Pacific Railroad Company and Washington County are also parties in this matter.

A diagnostic team reviewed the crossing sites on October 5, 2004. The team consisted of representatives from PNWR, City of Beaverton, ODOT Highway Division, Region 1, and ODOT Rail Division. The diagnostic team reached agreement regarding the proposed safety improvements at the crossings. Based upon that agreement, by letter dated February 2, 2005, staff served a Proposed Final Order (PFO), the Appendix to this Order, pages 1-8, and Exhibit A for all parties to review and acknowledge their agreement with its terms. No objections to the terms of the PFO were received from any party.

All parties in this matter have agreed that the proposed crossing alterations are required by the public safety, necessity, convenience and general welfare. Therefore, under ORS 824.214, the Department may enter this Order without hearing.

The table on page 2 summarizes the impacted crossings, listing the crossing numbers, proposed activity, traffic volumes/speeds at each crossing and train information. Exhibit A also lists the affected crossings.

ORDER NO. 50289

CROSSING NO.	STREET NAME	PROPOSED ACTIVITY DESCRIPTION	VEHICLE SPEED	TRAFFIC VOLUME (AADT)	# OF TRAINS MAXIMUM TRAIN SPEED
FD-755.10	SW 5 th Street	Upgrade crossing signal electronics	30 MPH	9,540	12 TRAINS 25 MPH
FD-755.41	SW Farmington & SW Lombard	Upgrade crossing signal electronics, change signal timing and upgrade train preemption of traffic signal	30 MPH	45,925	12 TRAINS 25 MPH
FD-755.60	SW Hall Boulevard	Upgrade crossing signal electronics	20 MPH	13,946	12 TRAINS 25 MPH
FD-755.71	SW Watson Boulevard	Upgrade train preemption of traffic signal to a GREEN clear-out, change lane and curb configurations	20 MPH	7,555	12 TRAINS 25 MPH
FD-755.90	SW Cedar Hills Boulevard	Upgrade train preemption of traffic signal to a GREEN clear-out, improve sidewalks	35 MPH	14,748	12 TRAINS 25 MPH
FD-756.10	SW Hocken Avenue	Upgrade train preemption of traffic signal to a GREEN clear-out, improve sidewalks	30 MPH	8,823	12 TRAINS 25 MPH
FD-756.50	SW 142 nd Avenue	Upgrade crossing signal electronics	20 MPH	4,452	12 TRAINS 25 MPH
FD-756.60	SW Murray Boulevard	Update ordered devices to existing conditions, replace 8" signal roundels with 12", upgrade crossing signal electronics	40 MPH	31,639	12 TRAINS 25 MPH

ORDER NO. 50289

The Appendix to this Order, page 1, depicts the crossing vicinity of each impacted crossing, including the alignment of the roadway and track at each crossing. It also illustrates the scope of proposed work at the crossings. It is proposed to upgrade the traffic signal interconnection at the intersections of the SW Watson/TV Highway, SW Cedar Hills Boulevard/TV Highway, and SW Hocken/TV Highway to improve safety and comply with the Department's Traffic Signal Guidelines. Upgrading the traffic signal interconnection requires existing crossing train detection equipment circuitry to be upgraded at all eight crossings in this Order. The upgraded interconnections will provide train preemption of traffic signal phases with a pedestrian clear-out interval (PCOI) and a vehicle clear-out interval (VCOI) to permit vehicular traffic to clear the tracks before a train enters the crossing. The VCOI will use a GREEN signal aspect. The interconnected crossings and traffic signal systems shall operate such that when an approaching train is detected, the normal operation of the pedestrian signals will be preempted to provide a PCOI of approximately 12 seconds at SW Watson Boulevard, 10 seconds at SW Cedar Hills Boulevard, 15 seconds at SW Hocken Avenue, and 30 seconds at SW Murray Boulevard. Following the PCOI, the operation of the train detection equipment circuitry will activate the crossing signals at each crossing, preempt the normal operation of the traffic signals, and provide a VCOI. The PCOI and VCOI operations already exist at SW Murray Boulevard; this Order authorizes the existing operation at that crossing.

It is further proposed to upgrade the sidewalks at Cedar Hills Boulevard and Hocken Street and to make lane and curb changes at Watson Boulevard. The existing 8-inch diameter flashing light roundels at the Murray Boulevard crossing will be replaced with 12-inch diameter roundels. Existing part-time turn restriction (PTR) signs at certain interconnected crossings will be upgraded to use LED-type lights.

The proposed traffic signal matrix for the SW Farmington and Lombard crossing is illustrated on the Appendix to this Order, page 2. The existing unauthorized FLASHING RED operation of the traffic signal during railroad preemption shall be discontinued. This Order also reduces the signal activation warning time for the crossing to approximately 31 seconds to comply with the current AREMA standard.

From the foregoing, the Department finds that the requested crossing alterations are required by the public safety, convenience and general welfare, and that it is appropriate to authorize expenditure of federal Section 130 funds, as set forth in ORS 824.240(3) and 824.250, in the amount agreed upon by the parties.

IT IS THEREFORE ORDERED that:

1. The authority to alter the subject grade crossings is granted. All alterations shall be substantially in progress within 15 months from the date of approval of federal funds for this project.

ORDER NO. 50289

2. City of Beaverton shall:

- a. At the **SW Watson Boulevard** crossing, subject to reimbursement as set forth below, shall:
 - (1) Reprogram the existing traffic signal controller at the SW Watson Boulevard/Tualatin Valley Highway intersection to accommodate the PCOI and VCOI operations described above in the body of this Order.
 - (2) Upgrade the interconnection between the existing vehicle traffic signals and the crossing signals. The interconnection shall provide train preemption of the normal operation of the traffic signals with a PCOI and VCOI as described above in the body of this Order.
- b. At the **SW Cedar Hills Boulevard** crossing, subject to reimbursement as set forth below, shall:
 - (1) Reconstruct and maintain the sidewalks and that portion of the crossing lying outside lines drawn perpendicular to the end of ties to accommodate the roadway configuration and sidewalks, as depicted in the Appendix to this Order, page 6. The roadway approaches comply with OAR 741-120-0020.
 - (2) Reprogram the existing traffic controller at the SW Cedar Hills Boulevard/Farmington Road highway interconnection to accommodate the PCOI and VCOI operations described above in the body of this Order.
 - (3) Upgrade the interconnection between the existing vehicle traffic signals and the crossing signals. The interconnection shall provide train preemption of the normal operation of the traffic signals with a PCOI and VCOI as described above in the body of this Order.
- c. At the **SW Hocken Avenue** crossing, subject to reimbursement as set forth below, reconstruct and maintain the sidewalks and that portion of the crossing lying outside lines drawn perpendicular to the end of ties to accommodate the roadway configuration and sidewalks, as depicted in the Appendix to this Order, page 7. The roadway approaches comply with OAR 741-120-0020.
- d. At the **SW Watson Boulevard** crossing, reconstruct the sidewalks and that portion of the crossing lying outside lines drawn perpendicular to the end of ties to accommodate the roadway configuration and sidewalks, as depicted in the Appendix to this Order, pages 4 and 5, and bear all the costs. The roadway approaches comply with OAR 741-120-0020.

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- e. Maintain the modified interconnection circuitry on the public authority side of the contact terminals in the interface box at the SW Watson Boulevard and SW Cedar Hills Boulevard crossings, that portion of the crossings lying outside lines drawn perpendicular to the end of ties at the crossing, and bear all the costs.
3. ODOT, Highway Division, Region 1, shall:
- a. At the **SW Cedar Hills Boulevard** crossing, subject to reimbursement as set forth below:
 - (1) Reprogram the existing traffic signal controller at the SW Cedar Hills Boulevard/Tualatin Valley Highway intersection to accommodate the PCOI and VCOI operations described above in the body of this Order and depicted in the Appendix to this Order, page 6.
 - (2) Upgrade the interconnection between the existing vehicle traffic signals and the crossing signals. The interconnection shall provide train preemption of the normal operation of the traffic signals with a PCOI and VCOI as described above in the body of this Order.
 - (3) Remove the previously ordered part-time STOP HERE ON RED sign south of the crossing.
 - b. At the **SW Hocken Avenue** crossing, subject to reimbursement as set forth below:
 - (1) Reprogram the existing traffic signal controller at the Hocken Avenue/Tualatin Valley Highway intersection to accommodate the PCOI and VCOI operations described above in the body of this Order and as depicted in the Appendix to this Order, page 7.
 - (2) Upgrade the interconnection between the existing vehicle traffic signals and the crossing signals. The interconnection shall provide train preemption of the normal operation of the traffic signals with a PCOI and VCOI as described above in the body of this Order.
 - (3) Remove the existing part-time STOP HERE ON RED restriction sign.
 - (4) Provide one DO NOT STOP ON TRACKS sign, plus needed replacements for installation by PNWR, as set forth below.

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- c. At the **SW Murray Boulevard** crossing, the interconnection shall provide train preemption of the normal operation of the traffic signals with a PCOI and VCOI as described above in the body of this Order.
 - d. Maintain the existing traffic signal controller at the Murray Boulevard/Tualatin Valley Highway intersection to accommodate the PCOI and VCOI operations described above in the body of this Order, and as depicted the Appendix to this Order, page 8, and bear all the costs.
 - e. Maintain the modified interconnection circuitry on the public authority side of the contact terminals in the interface box at the crossing, and bear all the costs.
4. Portland & Western Railroad, Inc., shall:
- a. At the **SW 5th Street** crossing, subject to reimbursement as set forth below, upgrade the existing train detection equipment circuitry to accommodate the ordered PCOI and VCOI operations at adjacent crossings.
 - b. At the **SW Farmington & Lombard** crossing, subject to reimbursement as set forth below:
 - (1) Upgrade the existing train detection equipment circuitry to accommodate the ordered PCOI and VCOI operations at adjacent crossings.
 - (2) Change the signal activation warning time to approximately 31 seconds.
 - c. At the **SW Hall Boulevard** crossing, subject to reimbursement as set forth below, upgrade the existing train detection equipment circuitry to accommodate the ordered PCOI and VCOI operations at adjacent crossings.
 - d. At the **SW Watson Avenue** crossing, subject to reimbursement as set forth below:
 - (1) Upgrade the existing train detection equipment circuitry to accommodate the PCOI and VCOI operations described above in the body of this Order.
 - (2) Furnish and install circuitry on the railroad side of the contact terminals in the interface box to facilitate the traffic signal preemption described above in the body of this Order. The interconnection shall consist of an interface box with contact terminals attached to the crossing signal house. The upgraded circuitry shall comply with OAR 741-110-0070 and shall operate as described above.
 - e. At the **SW Cedar Hills Boulevard** crossing, subject to reimbursement as set forth below:

ORDER NO. 50289

- (1) Upgrade the existing train detection equipment circuitry to accommodate the PCOI and VCOI operations described above in the body of this Order.
 - (2) Furnish and install circuitry on the railroad side of the contact terminals in the interface box to facilitate the traffic signal preemption described above in the body of this Order. The interconnection shall consist of an interface box with contact terminals attached to the crossing signal house. The upgraded circuitry shall comply with OAR 741-110-0070 and shall operate as described above.
- f. At the **SW Hocken Avenue** crossing, subject to reimbursement as set forth below:
- (1) Upgrade the existing train detection equipment circuitry to accommodate the PCOI and VCOI operations described above in the body of this Order.
 - (2) Furnish and install circuitry on the railroad side of the contact terminals in the interface box to facilitate the traffic signal preemption described above in the body of this Order. The interconnection shall consist of an interface box with contact terminals attached to the crossing signal house. The upgraded circuitry shall comply with OAR 741-110-0070 and shall operate as described above.
 - (3) Install the DO NOT STOP ON TRACKS sign provided by ODOT Highway Division, Region 1. The sign shall be mounted on the cantilevered arm of the Standard No. 2B signal centered over the left turn lane, facing northbound vehicles.
- g. At the **SW 142nd Avenue** crossing, subject to reimbursement as set forth below, upgrade the existing train detection equipment circuitry to accommodate the ordered PCOI and VCOI operations at adjacent crossings.
- h. At the **SW Murray Boulevard** crossing, subject to reimbursement as set forth below:
- (1) Furnish and install 12-inch diameter light units to replace all existing 8-inch diameter units at the crossings.
- i. Maintain the upgraded train detection equipment circuitry at each crossing, that portion of the interconnection circuitry on the railroad side of the contact terminals in the interface box on the signal house at each crossing, flashing light and automatic gate signals at each crossing, that portion of each crossing lying between lines drawn perpendicular to the end of ties at each crossing, and bear all the costs.
- j. Notify the Rail Division of the Department in writing or by facsimile transmission not less than five working days prior to the date that the ordered train detection equipment circuitry will be activated and placed in service at each crossing.

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5. Using Section 130 federal funding, the Department shall bear 100 percent of the cost of work items in paragraphs 2.a., 2.b., 2.c., 3.a., 3.b., 4.a., 4.b., 4.c., 4.d., 4.e., 4.f., 4.g., and 4.h., above.
6. Each party shall notify the Rail Division of the Department in writing upon completion of its portion of the project.
7. Upon completion of the ordered reimbursable work, Portland & Western Railroad and City of Beaverton shall present their claims for reimbursement for Department approval.

All previous Orders of the Public Utility Commission or the Department pertaining to the subject grade crossings, not in conflict with this Order, remain in full effect.

Made, entered, and effective

04-29-05

Kelly Taylor
Kelly Taylor
Rail Division Administrator

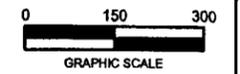
ORDER NO. 50289

**Exhibit A
RX 1186**

**City of Beaverton
Crossing Project**

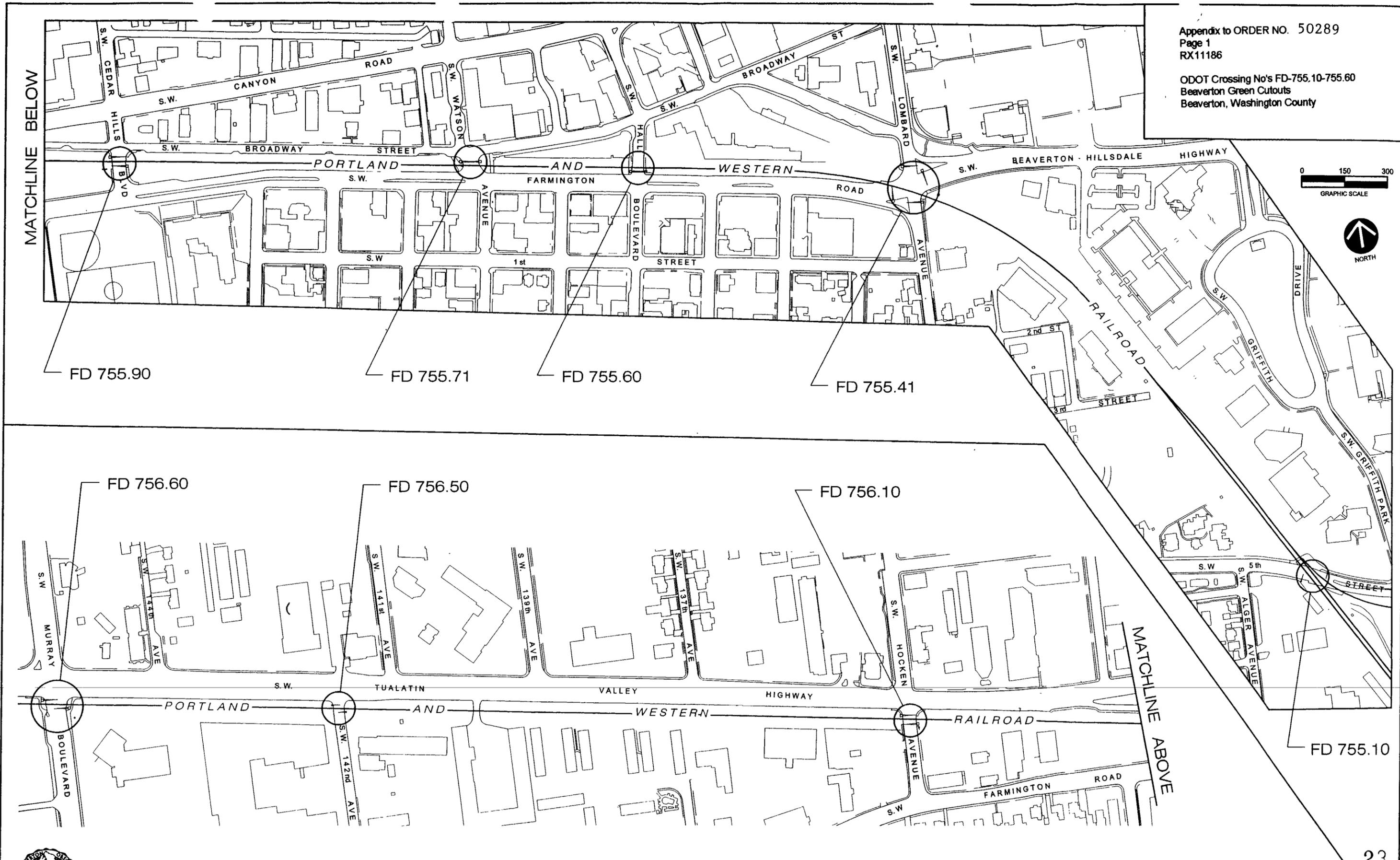
ODOT Crossing No.	US DOT Number	Street Name
FD-755.10	753 587 V	SW 5 th Street
FD-755.41	749 212 B	SW Farmington & SW Lombard
FD-755.60	749 213 H	SW Hall Boulevard
FD-755.71	749 315 D	SW Watson Boulevard
FD-755.90	749 185 G	SW Cedar Hills Boulevard
FD-756.10	749 316 H	SW Hocken Avenue
FD-756.50	749 319 D	SW 142 nd Avenue
FD-756.60	749 320 X	SW Murray Boulevard

ODOT Crossing No's FD-755.10-755.60
 Beaverton Green Cutouts
 Beaverton, Washington County



MATCHLINE BELOW

MATCHLINE ABOVE



CITY OF BEAVERTON
 ENGINEERING DEPARTMENT
 TRANSPORTATION DIVISION

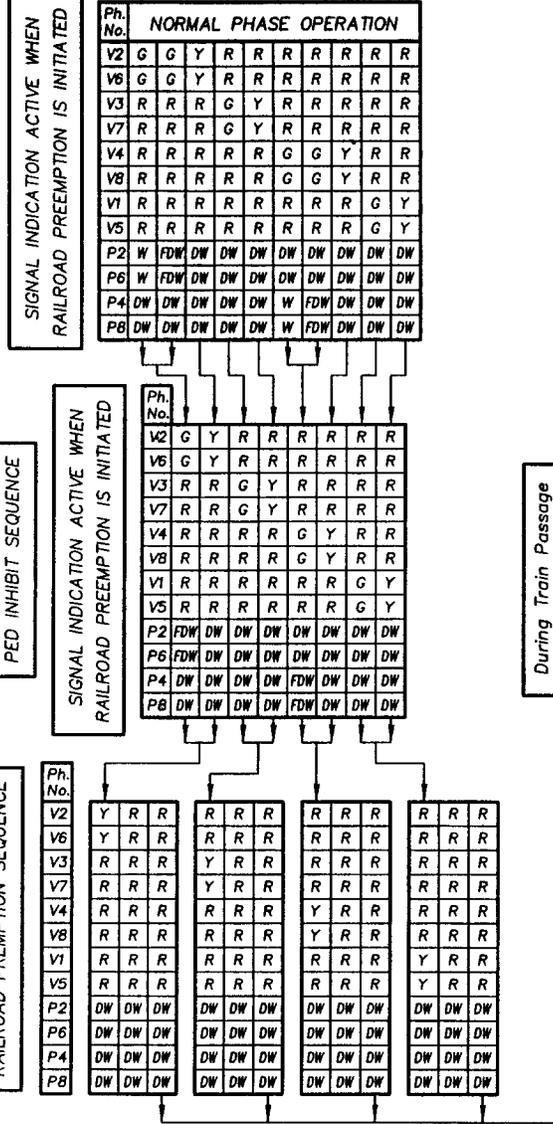
DESIGNED BY	NO.	DATE	REVISION	BY
- JK				
DRAWN BY: - JR				
CHECKED BY: -				
APPROVED BY: -				

**Railroad Crossings Upgrade
 between SW 5th St & Murray Blvd**

DATE: 11/02/04	PROJECT NO.:
SHEET NO.	1 - OF - 1

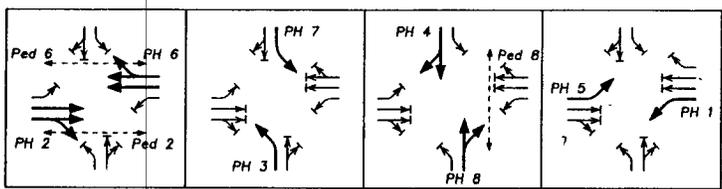
**RAILROAD PRE-EMPTION
SIGNAL OPERATION MATRIX**

Return to Normal Operation
After Train Passage

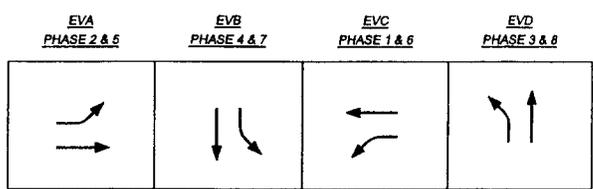


Appendix to ORDER NO. 50289
Page 2
RX11186

ODOT Crossing No. FD-755.60
SW Farmington & SW Lombard

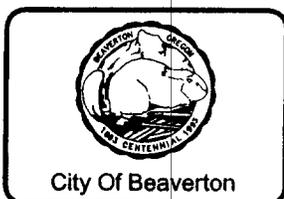


NORMAL PHASE ROTATION



FIRE PRE-EMPTION OPERATION

Y:\Traffic\Drawings\2004\04-113 Farmington at Lombard.dwg



**Railroad Signal Modification
Farmington/BH Hwy at Lombard Ave**

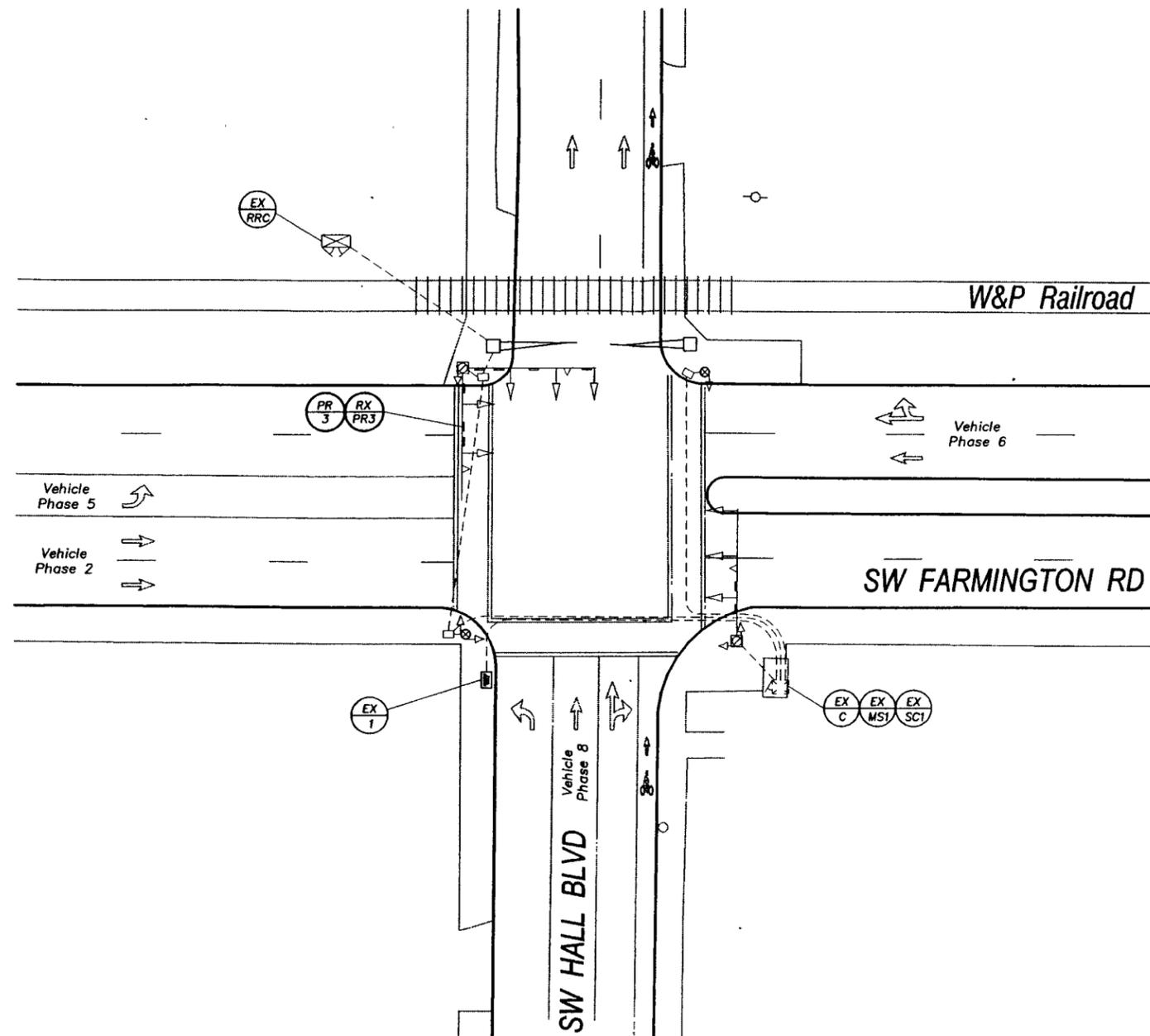
**ENGINEERING DEPARTMENT
TRANSPORTATION DIVISION**

Drawn By: MC Date: 12/17/04
Reviewed By: _____ Date: _____
Approved By: _____ Date: _____

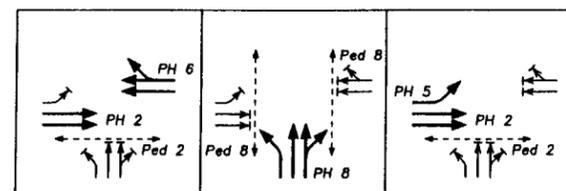
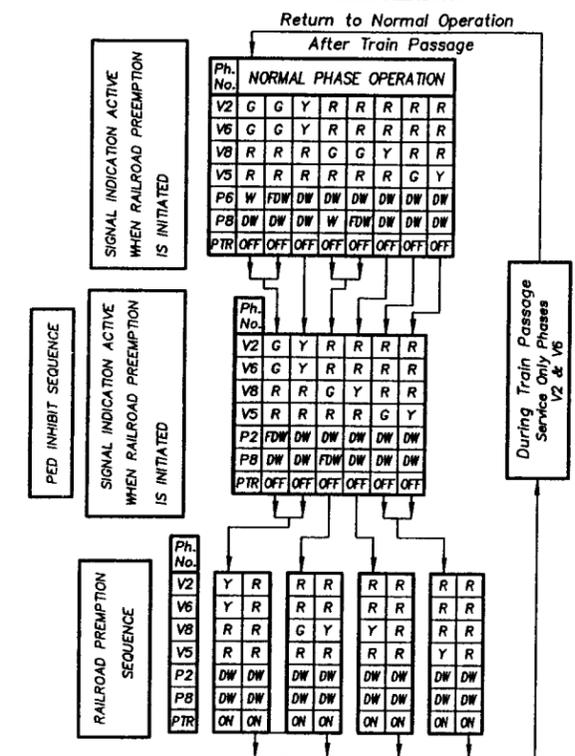
LEGEND

-  Retain and protect existing underground power source (V16008 #1979)
-  Retain and protect existing Model 170 controller and Model 332 cabinet.
-  Retain and protect existing railroad cabinet.
-  Retain and protect existing 120 volt meter base.
-  Retain and protect existing service cabinet, 120 volt, 40 amp, for signal system.
-  Remove existing "NO RIGHT TURN" part time restriction sign.
-  Install (36"x36") LED No Right Turn symbol part time restriction sign.

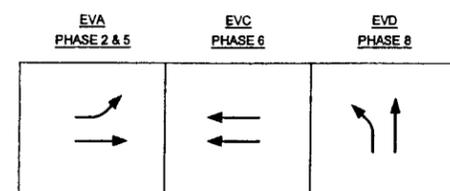
NOTE: Bold indicates new construction.
This sheet accurate for electrical work only.



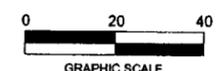
RAILROAD PRE-EMPTION SIGNAL OPERATION MATRIX



NORMAL PHASE ROTATION



FIRE PRE-EMPTION OPERATION



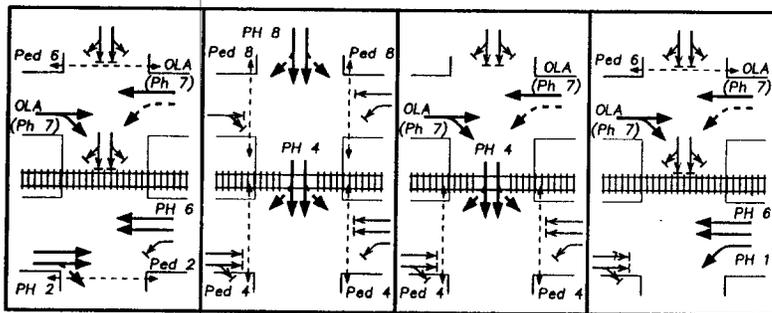
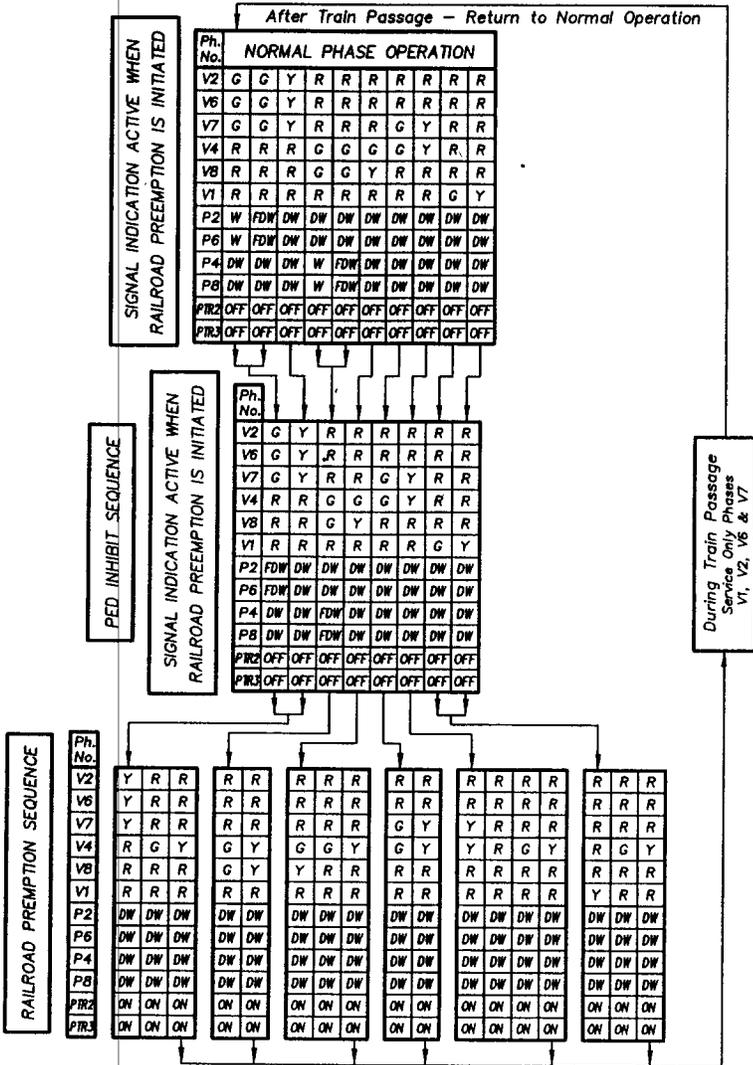
DESIGNED BY:	PM	NO.	DATE	REVISION	BY
DRAWN BY:	MC				
CHECKED BY:	PM				
APPROVED BY:	RW				

FILENAME: Y:\Traffic Drawings\2004\04-13 Farmington at Hall.dwg

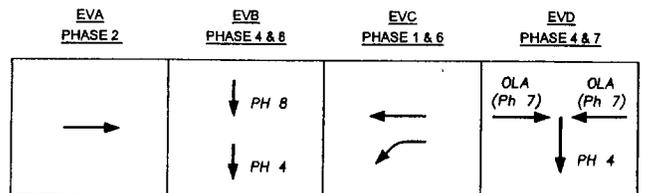
SW FARMINGTON RD A. WATSON AVE
AND
SW WATSON AVE AT SW BROADWAY
RAILROAD PRE-EMPTION
SIGNAL OPERATION MATRIX

Appendix to ORDER NO. 50289
Page 4
RX11186

ODOT Crossing No. FD-755.71
SW Watson Blvd

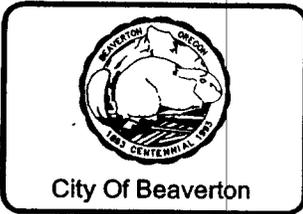


NORMAL PHASE ROTATION
FARMINGTON / WATSON / BROADWAY



FIRE PRE-EMPTION OPERATION

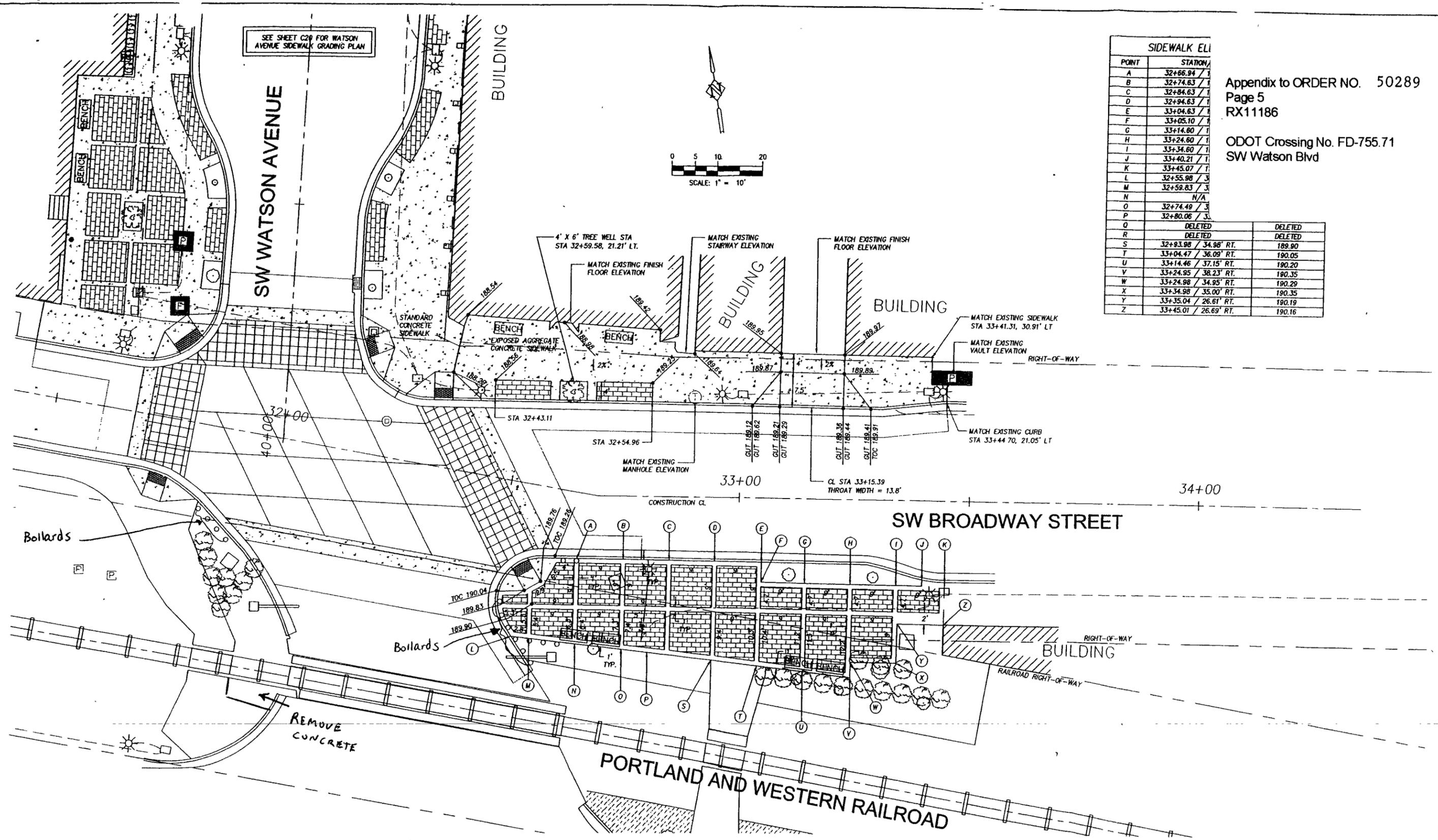
Y:\Traffic\Drawings\2004\04-113 Farmington at Watson.dwg



Railroad Signal Modification
Farmington at Watson and Watson at Broadway

ENGINEERING DEPARTMENT
TRANSPORTATION DIVISION

Drawn By: MC Date: 12/20/04
Reviewed By: _____ Date: _____
Approved By: _____ Date: _____



SEE SHEET C20 FOR WATSON AVENUE SIDEWALK GRADING PLAN

SIDEWALK ELEVATIONS		
POINT	STATION	ELEVATION
A	32+66.94	189.94
B	32+74.63	189.94
C	32+84.63	189.94
D	32+94.63	189.94
E	33+04.63	189.94
F	33+05.10	189.94
G	33+14.60	189.94
H	33+24.60	189.94
I	33+34.60	189.94
J	33+40.21	189.94
K	33+45.07	189.94
L	32+55.98	189.94
M	32+59.83	189.94
N	N/A	
O	32+74.49	189.94
P	32+80.06	189.94
Q	DELETED	DELETED
R	DELETED	DELETED
S	32+93.98 / 34.98' RT.	189.90
T	33+04.47 / 36.09' RT.	190.05
U	33+14.46 / 37.15' RT.	190.20
V	33+24.95 / 38.23' RT.	190.35
W	33+24.98 / 34.95' RT.	190.29
X	33+34.98 / 35.00' RT.	190.35
Y	33+35.04 / 26.61' RT.	190.19
Z	33+45.01 / 26.69' RT.	190.16

Appendix to ORDER NO. 50289
 Page 5
 RX11186
 ODOT Crossing No. FD-755.71
 SW Watson Blvd

BID SET

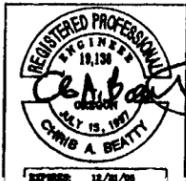
City of Beaverton
 Engineering Department
 4785 SW Griffith Drive
 P.O. BOX 4765
 Beaverton, Oregon 97078



DATE	NO.	DESCRIPTION

REVISIONS

DESIGNED:	JLB
DRAWN:	JLB
CHECKED:	CAB
DATE:	JULY 16, 2004



Harper
 Houf Peterson
 Righellis Inc.

ENGINEERS, PLANNERS, SURVEYORS
 5200 SW MACADAM AVENUE, SUITE 800, PORTLAND, OR 97239
 TEL. 503.221.1131 www.hhpr.com FAX 503.221.1171

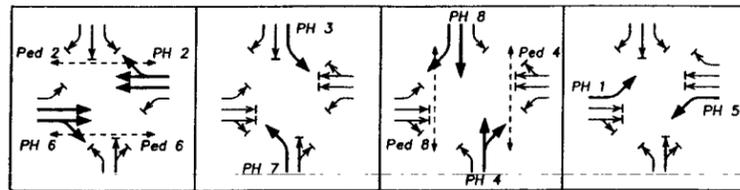
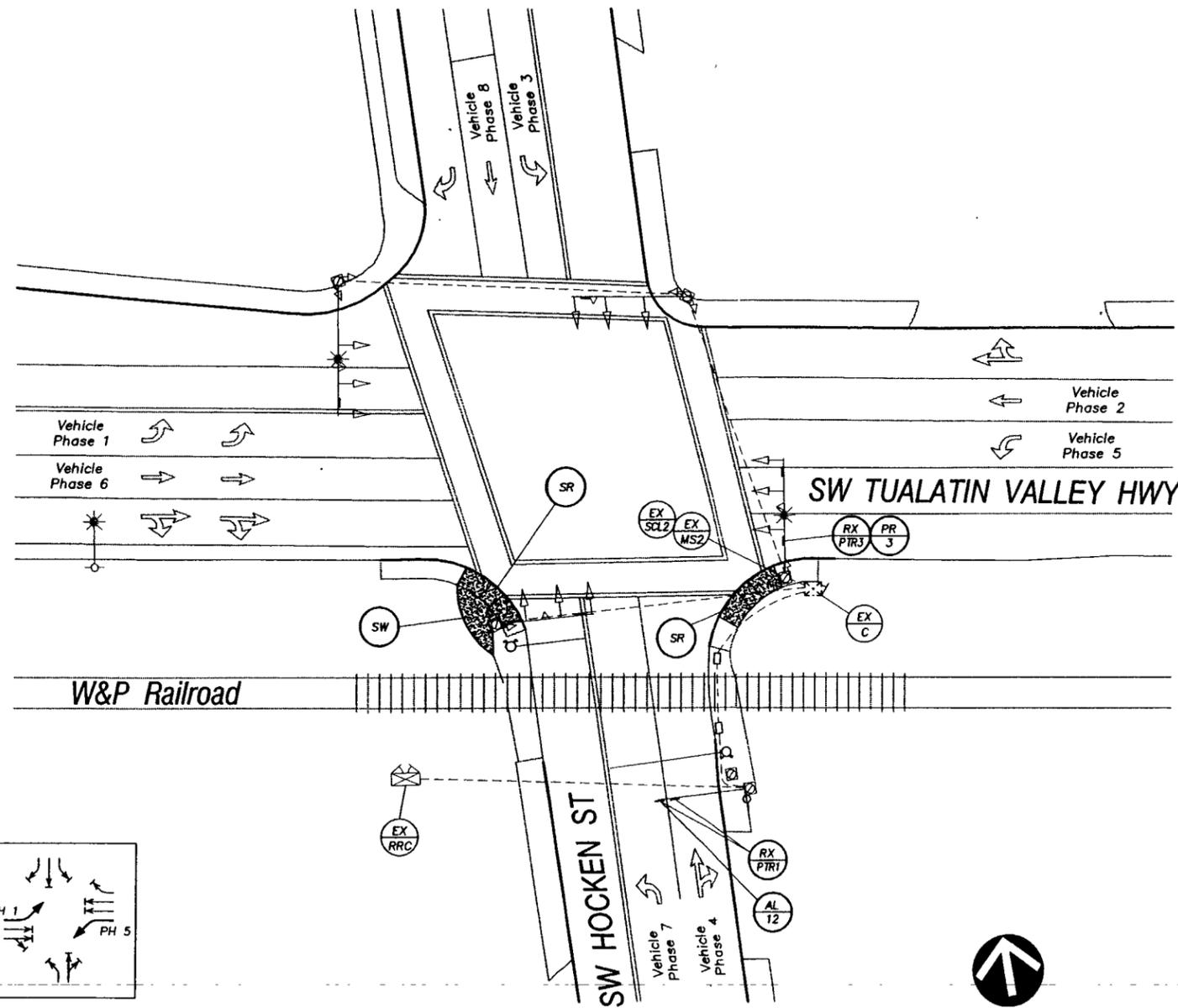
BROADWAY SIDEWALK GRADING PLAN
 HALL - WATSON BEAUTIFICATION PROJECT - PHASE 2
 BEAVERTON, OREGON

SHEET NO.	C21
JOB NO.	27

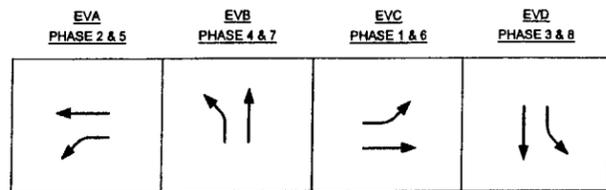
LEGEND

-  Retain and protect existing Model 170 controller and Model 332 cabinet with riser.
-  Retain and protect existing 120/240 volt meter base.
-  Retain and protect existing service cabinet, 120/240 volt, 100 amp (main), 60 amp for signal system, 30 amp for lighting.
-  Retain and protect existing railroad cabinet.
-  Remove existing "STOP HERE ON RED LIGHT" part time restriction sign and 12" red signal.
-  Remove existing No Right Turn symbol part time restriction sign.
-  Install (36"x36") LED No Right Turn symbol part time restriction sign.
-  Install (30"x36") "DO NOT STOP ON TRACKS" sign.
-  Construct sidewalk ramp.
-  Construct sidewalk.

NOTE: Bold indicates new construction.
This sheet accurate for electrical work only.



NORMAL PHASE ROTATION



FIRE PRE-EMPTION OPERATION

**RAILROAD PRE-EMPTION
SIGNAL OPERATION MATRIX**

		After Train Passage - Return to Normal Operation															
SIGNAL INDICATION ACTIVE WHEN RAILROAD PREEMPTION IS INITIATED	Ph. No.	NORMAL PHASE OPERATION															
	SIGNAL INDICATION ACTIVE WHEN RAILROAD PREEMPTION IS INITIATED	V2	G	G	Y	R	R	R	R	R	R	R	R	R	R	R	R
V6		G	G	Y	R	R	R	R	R	R	R	R	R	R	R	R	R
V3		R	R	R	G	Y	R	R	R	R	R	R	R	R	R	R	R
V7		R	R	R	G	Y	R	R	R	R	R	R	R	R	R	R	R
V4		R	R	R	R	R	G	G	Y	R	R	R	R	R	R	R	R
V8		R	R	R	R	R	R	G	G	Y	R	R	R	R	R	R	R
V1		R	R	R	R	R	R	R	R	R	R	R	R	R	R	G	Y
V5		R	R	R	R	R	R	R	R	R	R	R	R	R	G	Y	
P2		W	FDW	DW													
P6		W	FDW	DW													
P4		DW	DW	DW	DW	DW	DW	W	FDW	DW							
P8		DW	DW	DW	DW	DW	DW	W	FDW	DW							
PTR		OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF

		During Train Passage Service Only Phases V1, V2, V3 & V6															
SIGNAL INDICATION ACTIVE WHEN RAILROAD PREEMPTION IS INITIATED	Ph. No.	NORMAL PHASE OPERATION															
	SIGNAL INDICATION ACTIVE WHEN RAILROAD PREEMPTION IS INITIATED	V2	G	Y	R	R	R	R	R	R	R	R	R	R	R	R	R
V6		G	Y	R	R	R	R	R	R	R	R	R	R	R	R	R	R
V3		R	R	R	G	Y	R	R	R	R	R	R	R	R	R	R	R
V7		R	R	R	G	Y	R	R	R	R	R	R	R	R	R	R	R
V4		R	R	R	R	R	G	Y	R	R	R	R	R	R	R	R	R
V8		R	R	R	R	R	R	G	Y	R	R	R	R	R	R	R	R
V1		R	R	R	R	R	R	R	R	R	R	R	R	R	R	G	Y
V5		R	R	R	R	R	R	R	R	R	R	R	R	R	G	Y	
P2		FDW	DW														
P6		FDW	DW														
P4		DW	DW	DW	DW	DW	DW	FDW	DW								
P8		DW	DW	DW	DW	DW	DW	FDW	DW								
PTR		OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF

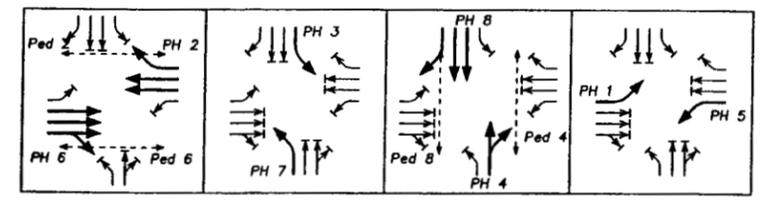
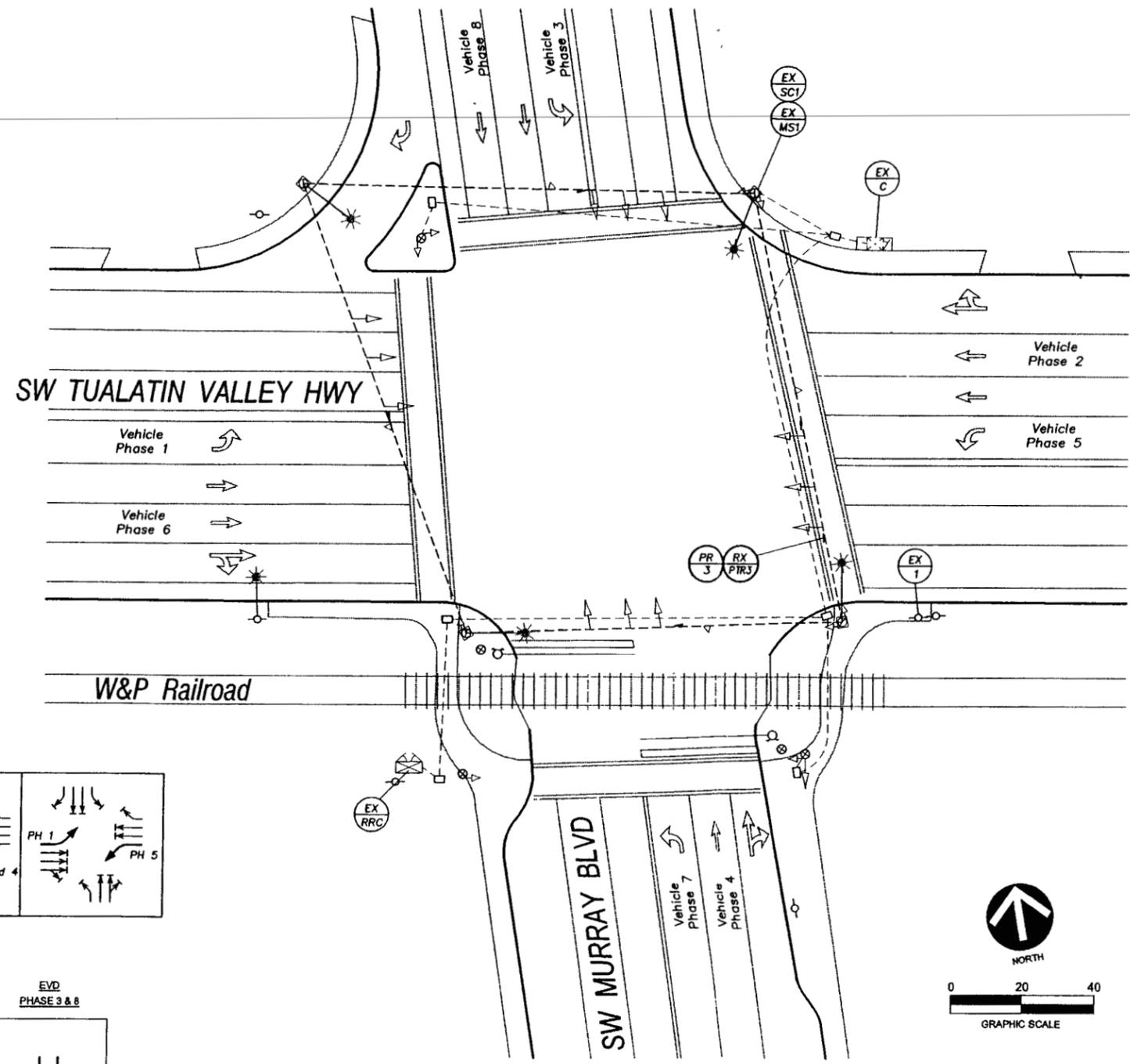
		RAILROAD PREEMPTION SEQUENCE																
RAILROAD PREEMPTION SEQUENCE	Ph. No.	RAILROAD PREEMPTION SEQUENCE																
	RAILROAD PREEMPTION SEQUENCE	V2	Y	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R
V6		Y	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	
V3		R	R	R	Y	R	R	R	R	R	R	R	R	R	R	R	R	
V7		R	R	R	Y	R	R	R	R	R	R	R	R	R	R	R	R	
V4		R	G	Y	G	G	Y	Y	R	G	Y	R	G	Y	R	G	Y	
V8		R	G	Y	R	G	Y	R	G	Y	R	G	Y	R	G	Y	R	
V1		R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	Y	R
V5		R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	Y	R
P2		DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW
P6		DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW
P4		DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW
P8		DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW
PTR		ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON

DESIGNED BY:	PM	NO.	DATE	REVISION	BY
DRAWN BY:	MC	1	x/x/xx	Type Revision Here	
CHECKED BY:	PM				
APPROVED BY:	RW				

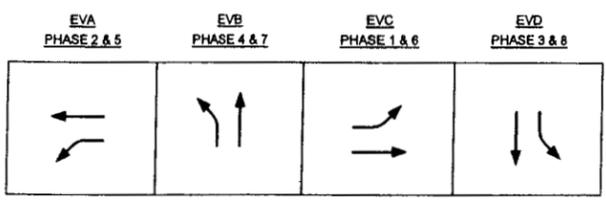
FILENAME: Y:\Traffic Drawings\2004\04-113 TV Hwy at Hocken.dwg

- LEGEND**
- Retain and protect existing power source.
 - Retain and protect existing Model 170 controller and Model 332 cabinet with riser.
 - Retain and protect existing 120 volt meter base.
 - Retain and protect existing service cabinet, 120 volt, 60 amp for signal system and 20 amp for illumination.
 - Retain and protect existing railroad cabinet.
 - Remove existing No Right Turn symbol part time restriction sign.
 - Install (36"x36") LED No Right Turn symbol part time restriction sign.

NOTE: Bold indicates new construction.
 This sheet accurate for electrical work only.



NORMAL PHASE ROTATION



FIRE PRE-EMPTION OPERATION

RAILROAD PRE-EMPTION SIGNAL OPERATION MATRIX

After Train Passage - Return to Normal Operation										
SIGNAL INDICATION ACTIVE WHEN RAILROAD PREEMPTION IS INITIATED	Ph. No.	NORMAL PHASE OPERATION								
		V2	G	G	Y	R	R	R	R	R
V6	G	G	Y	R	R	R	R	R	R	
V3	R	R	R	G	Y	R	R	R	R	
V7	R	R	R	G	Y	R	R	R	R	
V4	R	R	R	R	G	G	Y	R	R	
V8	R	R	R	R	G	G	Y	R	R	
V1	R	R	R	R	R	R	R	R	G	Y
V5	R	R	R	R	R	R	R	R	G	Y
P2	W	FDW	DW							
P6	W	FDW	DW							
P4	DW	DW	DW	DW	DW	W	FDW	DW	DW	DW
P8	DW	DW	DW	DW	DW	W	FDW	DW	DW	DW
PTR	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF

PED INHIBIT SEQUENCE	SIGNAL INDICATION ACTIVE WHEN RAILROAD PREEMPTION IS INITIATED	Ph. No.	RAILROAD PRE-EMPTION SEQUENCE							
			V2	G	Y	R	R	R	R	R
V6	G	Y	R	R	R	R	R	R	R	
V3	R	R	G	Y	R	R	R	R	R	
V7	R	R	G	Y	R	R	R	R	R	
V4	R	R	R	R	G	Y	R	R	R	
V8	R	R	R	R	G	Y	R	R	R	
V1	R	R	R	R	R	R	R	R	G	Y
V5	R	R	R	R	R	R	R	R	G	Y
P2	FDW	DW	DW	DW	DW	DW	DW	DW	DW	DW
P6	FDW	DW	DW	DW	DW	DW	DW	DW	DW	DW
P4	DW	DW	DW	DW	DW	FDW	DW	DW	DW	DW
P8	DW	DW	DW	DW	DW	FDW	DW	DW	DW	DW
PTR	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF

RAILROAD PREEMPTION SEQUENCE	Ph. No.	RAILROAD PRE-EMPTION SEQUENCE								
		V2	Y	R	R	R	R	R	R	R
V6	Y	R	R	R	R	R	R	R	R	
V3	R	R	R	Y	R	R	R	R	R	
V7	R	R	R	Y	R	R	R	R	R	
V4	R	G	Y	R	R	R	R	R	R	
V8	R	G	Y	R	R	R	R	R	R	
V1	R	R	R	R	R	R	R	R	Y	R
V5	R	R	R	R	R	R	R	R	Y	R
P2	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW
P6	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW
P4	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW
P8	DW	DW	DW	DW	DW	DW	DW	DW	DW	DW
PTR	ON	ON	ON	ON	ON	ON	ON	ON	ON	ON

During Train Passage Service Only Phases V1, V2, V3 & V6

FILENAME: Y:\Traffic\Drawings\2004\04-113 TV Hwy at Murray.dwg



CITY OF BEAVERTON
 ENGINEERING DEPARTMENT
 TRANSPORTATION DIVISION

DESIGNED BY:	PM	NO.	DATE	REVISION	BY
DRAWN BY:	MC	1	x/x/xx	Type Revision Here	
CHECKED BY:	PM				
APPROVED BY:	RW				

Railroad Signal Modification
 SW Tualatin Valley Hwy at SW Murray Blvd

SIGNAL PLAN

DATE:	12/20/04	PROJECT NO.:	
SHEET NO.:			

RESOLUTION NO. 3821

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH THE OREGON DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE BEAVERTON GREEN CLEAROUTS PROJECT.

WHEREAS, ODOT wishes to retain the services of the Beaverton Engineering and Operations staff to implement sidewalk improvements and traffic signal upgrades at eight rail crossings in Beaverton. This work will coincide with railroad track circuitry and software upgrades being performed by Portland & Western Railroad as part of the above mentioned project; and

WHEREAS, Pursuant to ORS 190.110 state agencies may enter into agreements with units of local government to perform any or all functions and activities that a party to the agreement have authority to perform; and

WHEREAS, The Beaverton Green Clearouts Project will improve the safety and efficiency at eight railroad crossings within the City.

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

The Mayor is authorized to sign the Intergovernmental Agreement with ODOT for the Beaverton Green Clearouts Project. A proposed intergovernmental agreement is attached to this Resolution and will be subject to review and approval by the City Attorney prior to the signature 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: A Resolution Authorizing the Mayor to Sign an Interagency Agreement with the Oregon Department of Transportation (ODOT) to Receive Grant Funds to Enforce Traffic Laws Related to the 2005-06 Work Zone Enforcement Project

FOR AGENDA OF: 06-20-05 **BILL NO:** 05122

Mayor's Approval: 

DEPARTMENT OF ORIGIN: Police 

DATE SUBMITTED: 06-10-05

CLEARANCES: Finance 
City Attorney 

PROCEEDING: CONSENT AGENDA

EXHIBITS: 1. Resolution Authorizing Agreement
2. Draft Interagency Agreement

BUDGET IMPACT

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

HISTORICAL PERSPECTIVE:

The Oregon Department of Transportation is enlisting state and local law enforcement agencies to patrol specified work zones on state highways. The cooperative effort is part of the Work Zone Enforcement Project funded by the Federal Highway Administration. The objectives of the Project are: 1) Increase driver attentiveness; 2) Reduce traffic-related deaths and injuries in roadway work zones by reducing average speeds through these zones; 3) Concentrate on reducing vehicle speeds transition zone prior to the work area, and 4) Provide information to local media sources.

This is the second year the Police Department has received funding through the ODOT Work Zone Enforcement Grant. The attached grant application and exhibits were completed by ODOT and submitted for City signature.

INFORMATION FOR CONSIDERATION:

By authorizing the Mayor to sign the attached Interagency Agreement (Exhibit 2), the Beaverton Police Department will make a commitment to provide overtime enforcement of traffic laws of specified work zones on state highways, which will be reimbursed at a maximum total of \$50,000 by ODOT. The Police Department agrees to make a 20 percent in-kind match of regular time highway work zone enforcement for overtime hours billed.

The City Attorney previously reviewed and commented on a draft of the Interagency Agreement. The final draft will be subject to his review and approval prior to signature by the Mayor.

RECOMMENDED ACTION:

Authorize Mayor to sign Interagency Agreement with ODOT for increased work zone enforcement, such agreement to be in form approved by City Attorney.

RESOLUTION NO. 3822

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN INTERAGENCY AGREEMENT WITH THE OREGON DEPARTMENT OF TRANSPORTATION (ODOT) TO RECEIVE GRANT FUNDS TO ENFORCE TRAFFIC LAWS RELATED TO THE 2005-06 WORK ZONE ENFORCEMENT PROJECT

WHEREAS, ODOT wishes to retain the services of the Beaverton Police Department to patrol specified work zones on state highways in an effort to increase driver awareness and reduce traffic related deaths and injuries within highway work zones, by reducing speeds within these work zones; and

WHEREAS, pursuant to ORS 190.110, state agencies may enter into agreements with units of local government to perform any or all functions and activities that a party to the agreement, its officers, or agents have authority to perform; and

WHEREAS, ODOT has proposed an interagency agreement with the Beaverton Police Department for the 2005-06 Work Zone Enforcement Project (currently identified as #050706WKZN-421 005) related to traffic law enforcement to reduce traffic related deaths and injuries within highway work zones; now, therefore,

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

The Mayor is authorized to sign the interagency agreement with ODOT for the Work Zone Enforcement Project. A proposed interagency agreement is attached to this Resolution and will be subject to review and approval by the City Attorney prior to the signature by the Mayor.

Adopted by the Council this ____ day of _____ 2005.

Approved by the Mayor this ____ day of _____ 2005.

Ayes: _____

Nays: _____

ATTEST:

APPROVED:

SUE NELSON, City Recorder

ROB DRAKE, Mayor

RESOLUTION NO. 3822

Agenda Bill No. 05122



OREGON DEPARTMENT OF TRANSPORTATION
Transportation Safety Division

GRANT PROJECT APPLICATION

Project No: 050706WKZN-421 005

Project Name: SFY 2006 City of Beaverton WZ Enforcement

Answer each question in the boxes provided. Answer each question completely and according to the instructions in *Italics*. All fields are required. Do not attempt to paste images or Excel tables into the text fields provided.

I. Project Description

Patrol enforcement for work zones.

II. Problem Statement

A. Describe the problem(s) this project will try to impact:
(Describe the problem(s) you intend to impact with this grant.)

This project will address fatal, injury and pdo crashes and injuries within Oregon state highway construction zones designed to federal standards. It will provide reductions to speed in work zones. Improve driver awareness of work zone issues and patrol.

B. Provide summary data about the problem(s):
(Give summary data regarding the problem as it exists in your jurisdiction.)

Oregon Traffic Related Deaths			
Year	Fatalities*	Crashes** In Millions	Construction \$\$***
2001	6	321	241.7
2002	5	421	250.7
2003	2	515	342.0
2004	7****	N/A	421.4

- C. List current activities and associated agencies already involved in solving the problem(s):
(Include all related activities and agencies involved. If you have a current project, list the objectives of that project and progress in achieving them.)

Public information and education program statewide and within local jurisdictions. Enforcement statewide and within local jurisdictions. National efforts and entities working toward a reduction in work zone related traffic deaths, injuries and crashes and awareness. Engineering efforts both within the State and local governments related to traffic calming and work zone safety. National engineering efforts and guidebook development also.

III. Objectives

(Describe quantifiable products or outcomes that address those problems identified in Section I that should result from the proposed activities. Normally at least three very specific objectives should be given and each should include beginning and ending date.

The following are examples:

"To increase safety belt usage in (funded jurisdiction) from 85% to 90% by September 30, 2004, with the use rate determined by conducting observed use surveys."

"To reduce nighttime fatal and injury crashes occurring in (funded jurisdiction) by 20% from 60, the average for the 1998-2001 period, to 48 during the 12-month period starting October 1, 2003, and ending September 30, 2004."

"To provide intensive probation supervision to a minimum of 30 additional persons convicted of DUII in (funded jurisdiction) by making at least three face-to-face contacts with each person weekly from October 1, 2003, through September 30, 2004."

"To complete an evaluation by July 1, 2004, to determine if using photo radar will lead to a significant reduction in fatal and injury traffic crashes in that location."

	Start Date	End Date	Objective
1.	7/01/2005	6/30/2006	Provide enforcement to construction projects identified at a satisfactory level to provide safety and public awareness.
2.	7/01/2005	6/30/2006	Reduce the number of work zone related fatal, injury, pdo crashes within state highway work zones through enforcement presence and active patrol.
3.	7/01/2005	6/30/2006	Reduce speeds in work zones.

4.	7/01/2005	6/30/2006	Provide public information and education and advocacy efforts to public and media.
5.			
6.			
7.			

IV. Proposed Activities

A. Major Activities

(List major activities to be carried out to achieve objectives stated in Section II above. List the start and end date for each activity, and include in your description what will be done, who will do it, and who will be affected.)

	Start Date	End Date	Activity
1.	7/01/2005	6/30/2006	Communicate regularly to coordinate work zone safety efforts & enforcement with ODOT, OBDU/P Project Managers, Region Trans Safety Coor, Inspectors, R1 Work Zone Coord, other police agencies, public information officers and TSD Roadway Safety Program Mgr.
2.	7/01/2005	6/30/2006	Provide overtime work zone patrol on projects requested. Through active enforcement reduce fatal and injury crashes and speeds within work zones.
3.	7/01/2005	6/30/2006	Provide Match effort requested as part of the grant ideally in each work zone.
4.	7/01/2005	6/30/2006	Promote work zone safety through public information and education and enforcement efforts within given jurisdiction.
5.	7/01/2005	6/30/2006	Conduct activities as identified within Exhibit A of this grant agreement and follow ODOT and OBDU/P Work Zone Enforcement Processes included in Work Zone Enforcement Notebook distributed prior to SFY 2006 and any revisions/additions thereto.
6.			

Plans for sharing the project activities with others:

Yes. Coordination with police agencies statewide, ODOT staff, media

B. Coordination
(List the groups and agencies with which you will be cooperating to complete the activities of the project. Explain how you will be working together. Include Letters of Commitment in Exhibit C if you will be relying on other agencies to accomplish the objectives of the project. In those projects not requiring the involvement of other agencies, a statement justifying the ability of the applicant to carry out the project independently should be included.)

Is coordination with outside agencies or groups required? If **yes**, check here:

1) If you checked the box above, please fill in the following. Otherwise skip to item 2) below:

Name/role of groups and agencies involved:
Police agencies statewide, FHWA, NHTSA

2) Fill this if you did not check the box above:

Ability to complete the project independently:

C. Continuation

Plans to continue the project activities after funding ceases:
yes, depending on funding.

V. Evaluation Plan
A. Evaluation Questions

(You will be reporting on your objectives in your Project Evaluation. At a minimum each objective should be rephrased as an evaluation question. For example, what percentage of the public in (funded jurisdiction) wears a safety belt? What percentage increase is this? Add questions that demonstrate expected or potential impact of the project on the state or jurisdiction's traffic safety environment. Avoid yes/no evaluation questions.)

	Evaluation Question
1.	During work zone enforcement under this grant what was the contacts per hour? Total hours divided by total number of contacts.
2.	Provide OT, Regular, Match, Travel, Administrative hours and # of citations and # of warnings provided under this grant for the entire grant period.
3.	What of the following types of patrol was provided and if various types were provided please identify the estimated percent of the time they were used under this grant. Single officer in work zone, multiple officer s in work zones, other creative efforts
4.	Describe enforcement in a patrol car vs. motorcycle patrols? What benefits/limitations did you recognize for each type of vehicle? Describe.
5.	If you were to write a paragraph in a book called "Best Work Zone Enforcement Practices" what would you say would be (or is) the most effective way to slow traffic down in and around work zones?
6.	
7.	

B. Data Requirements

1. Data to be collected: The Data Table presented as Exhibit A will be submitted with required quarterly reports.

2. Data System

Describe how the data will be collected, stored, and tabulated:

All police agencies participating in the grant tracks cites/warnings, hours, days etc. per work zone patrolled. Each agency has a way of identifying how many hours they provided overall, cites & warnings etc. throughout the grant year.

C. Evaluation Design

Describe how the data will be analyzed:

Data will be analyzed mainly to identify what level of additional enforcement is the State receiving on work zone enforcement from year to year. Secondly, the data will be used per project to identify if the correct # of hours were req & received.

- D. Project Evaluation Preparation
A Project Evaluation Report will be submitted to TSD following the requirements given in the Agreements and Assurances, Section B, Paragraph 6.

VI. Grant Project Budget Summary

- A. List of major budget items:

Patrol Hours

- B. Budget Allotment

The agency named in this document hereby applies for \$50000.00 in Transportation Safety funds to be matched with \$10,000.00 in funds from source City of Beaverton Police Department to carry out a traffic safety project described in this document.

VII. Budget and Cost Sharing

(Complete Form 737-1003 Budget and Cost Sharing. You may attach one page to explain specific requests. If you are applying for a multiple-year grant, you must include a separate budget for each year for which you are requesting funding.)

VIII. Exhibits

- A. Exhibit A: Data Table
(To be developed at a later date.)
- B. Exhibit B: Job Descriptions
(Provide copy of job descriptions of all positions assigned to the project 500 hours or more paid with grant funds.)
- C. Exhibit C: Letters of Commitment
(Provide copies of letters of commitment from those agencies you will be relying upon to accomplish the objectives of the project.)
- D. Exhibit D: Conditions of Approval
(To be developed at a later date.)

IX. Agreements and Assurances

*(READ, but do not sign until grant is approved by TSD and returned to you for signature.
Do not attach to the grant project application.)*

X. Approval Signatures

I have read and understand the Agreements and Assurances stipulating the conditions under which the funds for which are being applied will be available and can be utilized. **The agency named in this document is prepared to become a recipient of the funds should the grant funds be awarded.**

A. Agency Information

Agency Name*: Beaverton Police Department
Street Address: 4755 SW Griffith Drive □□PO Box
4755
City: Beaverton
State: OR
Zip: 97076-4755

C. Project Director

First Name: Andrea Last Name: Moore
Title: Lt. Email: agatrell-
moore@ci.beaverton.
or.us
Phone: (503) 526-2513 Fax: (503) 526-2484
Street Address: 4755 SW Griffith Drive □□PO Box
4755
City: Beaverton
State: OR
Zip: 97076-4755

Signature: _____ Date: _____

D. Authorizing Official of Agency Completing Application

First Name: Rob Last Name: Drake
Title: Mayor Email: rdrake@ci.beaverton
Phone: (503) 526-2481 Fax: (503) 526-2571
Street Address: 4755 SW Griffith Drive □□PO Box
4755
City: Beaverton
State: OR
Zip: 97076-4755

Signature: _____ Date: _____

*Non-profit agencies must submit proof of exempt status under Code Sec. 501(c)(3)

Mail signed copies to: Oregon Dept. of Transportation
Transportation Safety Division
235 Union Street NE
Salem, OR 97301-1054

Email completed electronic copy to your TSD Program Manager.

ODOT GRANT BUDGET AND COST SHARING

Project No.: 050706WKZN-421 005
 Project Name: SFY 2006 City of Beaverton WZ Enforcement
 Agency: Beaverton Police Department

Project Period: 07/01/05 - 06/30/06
 (From) (To)

(Office Use Only)

Grant Adjustment #: 0
 Grant Adjust. Effective Date: 6/2/2005
 Project Yr. (1-2-3, Ongoing): _____

This form should include all budget information. If additional information is required for clarity, please include on a separate page referencing appropriate budget item.

1. Personnel Costs*

A. Staff assigned and estimated hours:		Rate		
<u>Match Straight Time</u>	<u>245</u>	@ \$	<u>40.77</u> /hr =	\$ <u>9,999.66</u>
_____	0	@ \$	-	-
_____	0	@ \$	-	-
_____	0	@ \$	-	-
_____	0	@ \$	-	-
_____	0	@ \$	-	-
Staff Subtotal				\$ <u>9,999.66</u>
B. Paid Overtime				
_____	<u>901</u>	@ \$	<u>55.50</u> /hr =	\$ <u>49,999.95</u>
_____	0	@ \$	-	-
Overtime Subtotal				\$ <u>49,999.95</u>
C. Volunteer Time				
_____	0	@ \$	-	-
_____	0	@ \$	-	-
Volunteer Subtotal				\$ <u>-</u>

2. Personnel Benefits

A. _____		\$	-	
B. _____		\$	-	
Benefits Total				\$ <u>-</u>

3. Equipment

A. _____		\$	-	
B. _____		\$	-	
C. _____		\$	-	
D. _____		\$	-	
Equipment Total				\$ <u>-</u>

4. Materials/Printing

A. Reports: _____		\$	-	
B. Brochures: _____		\$	-	
C. Other: _____		\$	-	
Materials Total				\$ <u>-</u>

5. Overhead/Indirect Costs (match only)**

A. _____		\$	-	
B. _____		\$	-	
Overhead Total				\$ <u>-</u>

TSD FUNDS	MATCH	TOTAL
\$0	\$10,000	\$10,000
\$50,000	\$0	\$50,000
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0

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ODOT GRANT BUDGET AND COST SHARING

Project Number: SFY 2006 City of Beaverto

6. Other Project Costs

A. Travel In-State	\$	-	
B. Travel Out-of-State (specify)***:			
	\$	-	
C. Office Expenses (supplies, photocopy, telephone, postage)	\$	-	
D. Other Costs (specify):			
1.) _____	\$	-	
2.) _____	\$	-	
3.) _____	\$	-	
4.) _____	\$	-	
5.) _____	\$	-	
	\$	-	

7. Consultation/Contractual Services ***

A. _____	\$	-	
B. _____	\$	-	
Consult Total	\$	-	

8. Mini-Grants ***

	TSD	Match	
A. _____	\$ -	\$ -	
B. _____	\$ -	\$ -	
C. _____	\$ -	\$ -	
D. _____	\$ -	\$ -	
E. _____	\$ -	\$ -	
F. _____	\$ -	\$ -	
G. _____	\$ -	\$ -	
H. _____	\$ -	\$ -	
Subtotals	\$ -	\$ -	

TOTAL

TSD FUNDS	MATCH	TOTAL
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$0	\$0	\$0
\$50,000	\$10,000	\$60,000

COST SHARING BREAKDOWN

1. TSD Funds	\$ 50,000	83%	
2. Match: State			
3. Match: Local	\$ 10,000	17%	
4. Match: Other (specify)			
a.) _____			
b.) _____			
c.) _____			
5. TOTAL COSTS	\$ 60,000	100%	

Budget Comments:

* Job descriptions for all positions assigned to grant for 500 hours or more must be included in Exhibit B.
 ** Not eligible for TSD funding, but may be used as match. Use no more than 10% of item 1.A., salaries, or use actual indirect costs and provide documentation.
 *** TSD approval required prior to expenditures.

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VIII. AGREEMENTS AND ASSURANCES

The following Agreements and Assurances apply to all grants funded by the Transportation Safety Division (TSD), Oregon Department of Transportation:

A. General

1. The activity described in this grant is undertaken under the authority of Title 23, United States Code, Sections 154-164 and 402-411, and is subject to the administrative regulations established by OMB Circulars A-21, A-87, A-122, A-128, A-133, 23 CFR Chapter II, 45 CFR Part 74, 48 CFR Part 31, 49 CFR Part 18, Part 19, and the Highway Safety Grant Funding Policy for NHTSA/FHWA Field-Administered Grants.
2. Any federal funds committed shall be subject to the continuation of funds made available to TSD by the National Highway Traffic Safety Administration (NHTSA) and the Federal Highway Administration (FHWA) by statute or administrative action. Projects are funded for the federal fiscal year, which is October 1 through September 30. Typical grants are for one year but may be continued for up to two additional years. Public information and education projects are continued indefinitely.
3. The grantee shall ensure compliance with 49 CFR Part 18.42 which addresses retention and access requirements for grant-related records. The State, the federal grantor agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any books, documents, papers or other records of the grantee which are pertinent to the grant. These records must be retained for a period of five years starting on the date the grantee submits its final request for reimbursement for this grant.
4. Any obligation of grant funds extends only to those costs incurred by the grantee after "Authorization to Proceed" for the particular part of the program involving costs.
5. Grant funds shall not be used for activities previously carried out with the grantee's own resources (supplanting).
6. Income earned through services conducted through the project should be used to offset the cost of the project and be included in the Budget and Cost Summary.
7. The grantee shall ensure that all grant-related expenditures are included as a part of entity-wide audits conducted in accordance with the Single Audit Act of 1984 (31 USC 7561-7). The grantee shall provide TSD a copy of all Single Audit Reports covering the time period of the grant award as soon as they become available. Federal funds received have the following Catalog of Federal Domestic Assistance (CFDA) numbers: 20.600, State and Community Highway Safety; 20.601, Alcohol Traffic Safety and Drunk Driving Prevention Incentive Grants; 20.602, Occupant Protection Incentive Grants; 20.603, Highway Safety Data Improvements Incentive Grants; 20.604, Safety Incentive Grants for Use of Seat Belts; and, 20.605, Safety Incentive Grants to Prevent Operation of Motor Vehicles by Intoxicated Persons.
8. The grantee shall reimburse TSD within 30 days for any ineligible or unauthorized expenditures as determined by a state or federal review for which grant funds have been claimed and payment received.
9. In accordance with The Anti-Lobbying Act, 18 U.S.C. § 1913, and The Transportation Equity Act for the 21st Century (TEA-21), 49 U.S.C. § 30105:
 - The grantee and its contractors are prohibited from the use of appropriated federal funds, directly or indirectly, to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device intended or designed to influence in any manner members of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy or appropriation.
 - Additionally, these prohibitions apply to any activity specifically designed to urge a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body.
 - The grantee and its contractors must submit disclosure documentation when non-federal funds are used to influence the decisions of federal officials on behalf of specific projects. Signing this Agreement constitutes a certification of compliance with these lobbying restrictions.
10. The grantee, its subcontractors, if any, and all employers working under this agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656-017, which requires them to provide workers' compensation coverage for all their subject workers.
11. The grantee shall make purchases of any equipment, materials, or services pursuant to this Agreement under procedures consistent with those outlined in the Oregon Department of Administrative Services Administrative Rules (Oregon Administrative Rules, Chapter 125: and Oregon State Law, ORS Chapter 279).
12. The grantee shall defend, save and hold harmless the State of Oregon, including the Oregon Transportation Commission, the Oregon Transportation Safety Committee, the Department of Transportation, the Transportation Safety Division, and their members, officers, agents, and employees from all claims, suits, or actions of whatever nature arising out of the performance of this Agreement, except for claims arising out of the negligent acts or omissions of the State of Oregon, its employees, or representatives. This provision is subject to the limitations, if applicable, set forth in Article XI, Section 10 of the Oregon Constitution and in the Oregon Tort Claims Act, ORS 30.260 to 30.300.

B. Project Director's Responsibilities

The Project Director is responsible for fulfilling this Agreement and establishing and maintaining procedures that will ensure the effective administration of the project objectives. The Project Director shall:

1. Establish or use an accounting system that conforms to generally accepted accounting principles, and ensure that source documents are developed which will reliably account for the funds expended.
2. Maintain copies of job descriptions and resumes of persons hired for all project-related positions which are funded at 0.25 FTE or more.
3. Maintain records showing actual hours utilized in project-related activity by all grant-funded personnel and by all other staff personnel or volunteers whose time is used as in-kind match.
4. Complete a Quarterly Highway Safety Project Report, including a Data Table as provided in the Traffic Safety Grant Application Packet. Each report must be signed by the Project Director or the Designated Alternate, and submitted to TSD by the tenth of the month following the close of each calendar quarter for the duration of the grant period. The Designated Alternate is an individual who is given the authority to sign Quarterly Highway Safety Project Reports for the Project Director, in the event he/she is unable to sign due to circumstances beyond his/her control.
5. Submit a Claim for Reimbursement within 35 days of the end of the calendar quarter in which expenses were incurred, using the form provided by TSD as follows:
 - a. Copies of invoices and/or receipts for all specified items must be submitted to TSD upon request with the Claim for Reimbursement;
 - b. claims may be submitted monthly, and must be submitted at least quarterly; and,
 - c. claims must be signed by the Project Director or the Designated Alternate (duplicated signatures will not be accepted).
6. Prepare a Project Directors Final Evaluation Report in accordance with the Evaluation Plan described in the grant document. The report will be no more than ten pages and will include the following elements:
 - a. A summary of the project including problems addressed, objectives, major activities, and accomplishments as they relate to the objectives;
 - b. a summary of the costs of the project including amount paid by TSD, funded agency, other agencies, and private sources. The amount of volunteer time should be identified;
 - c. discussion of implementation process so that other agencies implementing similar projects can learn from your experiences; What went as planned? What didn't work as expected? What important elements made the project successful or not as successful as expected?
 - d. responses to Evaluation Questions. List each question and answer(refer to Data Table); and,
 - e. completed Data Table.

The Project Director's Final Evaluation Report must be submitted within 35 days following the last day of the grant period.

C. Project Revision

1. Any proposed changes in the project objectives, key project personnel, time period, budget, or mailing address must be requested in writing, and receive approval by TSD. A Grant Adjustment Form will be signed by both TSD and the grantee.
2. Any time extension in the project period must be requested at least six weeks prior to the end of the project period and approved by the federal grantor agency if the end of federal fiscal year is involved.

D. Non-Discrimination Assurance

1. The grantee and its contractors will comply with Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act (ADA) of 1990, and as implemented by 49 CFR parts 21 and 27, and with the Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and supplemented by Department of Labor regulations 41 CFR Part 60, and shall ensure that no person shall on the grounds of race, color, creed, sex, national origin or disability be excluded from participation, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity under this project.
2. The grantee and its contractors shall ensure that employment and procurement of goods and services made in connection with the project will be provided without regard to race, color, national origin or handicap.
3. The grantee and its contractors shall take all necessary affirmative steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises and/or business enterprises owned and controlled by women have the maximum opportunity to compete for and to perform contracts.
4. The grantee and its contractors shall ensure that no otherwise qualified handicapped person shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity related to this grant.
5. The grantee shall ensure that any contracts and subcontracts awarded in excess of \$10,000 shall contain a provision requiring compliance with the standards set forth in paragraphs 1 through 4 of this section.

E. Contracts and Other Service Agreements

1. Any contracts or other service agreements that are entered into by the grantee as part of this project shall be reviewed and approved by TSD to determine whether the work to be accomplished is consistent with the objectives of the project, and whether the

provisions of paragraphs 2 through 4 of this section are considered.

2. All contracts awarded by the grantee shall include the provision that any subcontracts include all provisions stated in this section or the provision that no subcontracts shall be awarded.
3. The grantee shall ensure that each contractor adhere to applicable requirements established for the grant and that each contract include provisions for the following:
 - a. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate;
 - b. mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163);
 - c. access by the grantee, the state, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions. Grantees shall require contractors to maintain all required records for three years after grantees make final payments and all other pending matters are closed;
 - d. notice of grantor agency requirements and regulations pertaining to reporting, requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract, and requirements and regulations pertaining to copyrights and rights in data; and,
 - e. requirements given in Section A. 9-12.
4. Where applicable, contracts shall include the following provisions:
 - a. Termination for cause and for convenience by the grantee including the manner by which it will be effected and the basis for the settlement (Contracts in excess of \$10,000);
 - b. Compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and supplemented in Dept. of Labor regulations (41 CFR Part 60) (Contracts in excess of \$10,000);
 - c. Compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Dept. of Labor regulations (29 CFR Part 5) (Contracts in excess of \$2,500);
 - d. Bidders, proposers, and applicants must certify that neither they nor their principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any federal agency or department (Contracts in excess of \$25,000).

F. Travel

1. The grantee shall keep a record of all significant travel. In-state trips outside the grantee's jurisdiction should be summarized on Quarterly Highway Safety Project Reports.
2. All out-of-state travel must be pre-approved by TSD. To receive authorization, the trip must be detailed on the project budget or requested in a grant adjustment. Reports on out-of-state trips shall be summarized on Quarterly Highway Safety Program Report.
3. Reimbursement will only be authorized for travel of persons employed by the grantee in project-related activities unless prior written approval is granted by TSD.

G. Development of Printed or Production Materials

1. The grantee shall provide TSD with draft copies of all materials developed using grant funds. TSD may suggest revisions and must approve production.
2. All brochures; course, workshop and conference announcements; and other materials that are developed and/or printed using grant funds shall include a statement crediting TSD and federal participation.
3. Materials produced through this project shall be provided to TSD for its use and distribution and may not be sold for profit by either the grantee or any other party.

H. Equipment Purchased with Grant Funds

1. A Residual Value Agreement shall be completed and submitted to TSD if grant funds are used in whole or in part to acquire any single item equipment costing \$5,000 or more or at TSD discretion. A copy of the original vendor's invoice indicating quantity, description, manufacturer's identification number and cost of each item will be attached to the signed agreement. All equipment should be identified with a property identification number.
2. All material and equipment purchased shall be produced in the United States in accordance with Section 165 of the Surface Transportation Assistance Act of 1982 (Pub. L. 97-424; 96 Stat. 2097) unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this agreement.
3. Material and equipment shall be used in the program or activity for which it was acquired as long as needed, whether or not the project continues to be supported by grant funds. Ownership of equipment acquired with grant funds shall be vested with the grantee. Costs incurred for maintenance, repairs, updating, or support of such equipment shall be borne by the grantee.
3. If any material or equipment ceases to be used in project activities, the grantee agrees to promptly notify TSD. In such event, TSD may direct the grantee to transfer, return, keep, or otherwise dispose of the equipment.

I. Debarment

The grantee, in accepting this Agreement, certifies that the agency or its officials are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any state or federal agency or department.

J. Termination

1. TSD may terminate this Agreement for convenience in whole or in part whenever:
 - a. The requisite state and/or federal funding becomes unavailable through failure of appropriation or otherwise; or,
 - b. The requisite local funding to continue this project becomes unavailable to grantee; or,
 - c. Both parties agree that continuation of the project would not produce results commensurate with the further expenditure of funds.
2. TSD may, by written notice to grantee, terminate this Agreement for any of the following reasons:
 - a. The grantee takes any action pertaining to this Agreement without the approval of TSD and which under the provisions of this agreement would have required the approval of TSD; or,
 - b. The commencement, prosecution, or timely completion of the project by grantee is, for any reason, rendered improbable, impossible, or illegal; or,
 - c. The grantee is in default under any provision of this Agreement.

K. Conditions of Project Approval

Actions taken by the Oregon Transportation Safety Committee, if any, regarding conditions under which this project is approved are given in the Conditions of Approval. The grantee agrees to follow these conditions in implementing the project.

L. Contract Provisions and Signatures

It is understood and agreed that the grantee shall comply with all federal, state, and local laws, regulations, or ordinances applicable to this agreement and that this Agreement is contingent upon grantee complying with such requirements.

This Agreement shall be executed by those officials authorized to execute this Agreement on the grantee's behalf. In the event grantee's governing body delegates signature of the Agreement, grantee shall attach to this Agreement a copy of the motion or resolution which authorizes said officials to execute this Agreement, and shall also certify its authenticity.

Agre ments and Assurances

Project Director:
Andrea Moore, Lt.

Signature

Date

D signed Alternate:

Signature

Date

Authorizing Government Official:
Rob Drake, Mayor

Signature

Date

TO BE COMPLETED BY TSD

Project No.: 050706WKZN-421 005

Title: SFY 2006 City of Beaverton WZ
Enforcement

OTC approval date: August 19, 2004

Total project cost: \$60,000

TSD grant funds: \$50,000

All matching funds: \$10,000

Matching source(s): Local

Authority to approve modifications to this agreement is delegated to the Transportation Safety Division grant manager.

Manager, Transportation Safety Division
Oregon Department of Transportation

Date



Reports And Claims Due Dates

Project No.:

Project Title:

Calendar: STATE FISCAL YEAR 2006

Grant Year: 2006

Reports/Claims

Due Dates

First Quarter (July 01 - September 30)

Claims for Reimbursement

Friday, November 4, 2005

Second Quarter (October 01 - December 31)

Claims for Reimbursement

Friday, February 3, 2006

Third Quarter (January 01 - March 31)

Claims for Reimbursement

Friday, May 5, 2006

Fourth Quarter (April 01 - June 30)

Claims for Reimbursement

Friday, August 4, 2006

Project Evaluation Report

Evaluation Report Due

Friday, August 4, 2006

Claims for Reimbursement

Final Claims

Friday, August 4, 2006

Note: Claims for Reimbursement may be submitted on a monthly or quarterly basis.

The undersigned agree that the information included above has been reviewed and the required due dates and final deadlines are understood.

Project Director's Name: _____

Project Director's Signature: _____ **Date:** _____

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1 **TSD GRANT AGREEMENT EXHIBIT A**

2 **WORK ZONE ENFORCEMENT PROJECT WORK PLAN**

3 In 2003 there was a decrease in traffic deaths in roadway work zones from 5 in 2002 to 2 in 2003. The
4 2003 calendar year had the lowest number of fatalities recorded. The decrease may be attributable to the
5 combined efforts of law enforcement, engineering improvements, increased education and safer vehicles.
6 Although in 2004 the traffic related fatalities increased to 7. Work zone crashes are also on the increase
7 from 421 in 2002 to 515 in 2003.

8 **Oregon 2005 Work Zone Safety Stat Sheet**

Year	Fatalities*	Crashes**	Construction \$\$ In Millions***	% Change in \$\$
1985	3	N/A	149.7	N/A
1986	12	360	166.2	11%
1987	12	395	158.9	-4%
1988	11	416	240.8	52%
1989	17	492	230.6	-4%
1990	11	504	283.3	23%
1991	15	371	209.6	-26%
1992	4	429	195.1	-7%
1993	12	416	278.0	42%
1994	20	447	230.7	-17%
1995	3	488	225.7	-2%
1996	8	549	243.0	8%
1997	21	370	264.7	9%
1998	14	485	276.5	4%
1999	9	412	304.5	10%
2000	6	350	273.3	-10%
2001	6	321	241.7	-12%
2002	5	421	250.7	4%
2003	2	515	342.0	36%
2004	7****	N/A	421.4	23%
Total to Date	198	7,741		
* FARS (Fatality Analysis Reporting System)				
**ODOT Crash Analysis and Reporting Unit				
***1985-1993 Original Construction Authorization awarded per calendar year, 1994-2004 Construction payments made to Contractors per calendar year (Construction Contract Administration)				
****Preliminary Figure				

9
10 It's important to remember that since most of today's construction work is performed "under traffic" and
11 traffic volumes continue to increase, risk exposure is still on the rise for drivers, their passengers and
12 construction workers. Federal studies show that work zone crashes tend to be more severe than other
13 types of crashes. It's also important to note that over 40 percent of work zone crashes occur in the
14 transition zone prior to the work area. Thus it is important to get the vehicles slowed down as early as
15 possible.

1
2 Under this grant ODOT will enlist the forces of state and local law enforcement agencies as authorized by
3 ODOT and in compliance with the provisions of local cooperative policing agreements, to patrol specified
4 work zones on State highways.
5

6 **Project Objectives**

- 7 • Increase driver attentiveness
- 8 • Reduce traffic related deaths and injuries in roadway work zones by reducing average speeds through
9 these zones
- 10 • Concentrate on reducing vehicle speeds within transition zone prior to the work area
- 11 • Provide information to local media sources
12

13 **Project Operation**

14 Law enforcement is hired on a straight or overtime basis to patrol ODOT road construction projects.
15 These projects must meet federal design and construction standards to be eligible for federal participation
16 in reimbursement for enforcement. They may be state or federally funded projects. Maintenance projects
17 and projects that don't meet federal standards are not eligible under the federal funding source supporting
18 this agreement.
19

20 The program is paid for with Federal Highway Administration funds. It is a statewide program operated
21 on a biennial basis. Funds are not tied to specific projects. The entire work zone budget for the 2005-2007
22 biennium is \$1,255,000 for education, enforcement, and equipment. This budget includes some of the
23 program match. Funds are split out to ODOT Regions and Oregon Bridge Delivery Unit (OBDU) based
24 on need identified by communication with Region/OBDU staff, consultants and state and local
25 enforcement agencies.
26

27 Work zone enforcement construction project identification and coordination for ODOT's Region managed
28 construction projects are the responsibility of the Region Transportation Safety Coordinator or within
29 Region 1 the Region 1 Work Zone Coordinator.
30

31 Work zone enforcement project identification and coordination for ODOT's OBDU and their consultant
32 Oregon Bridge Development Partners (OBDP) managed construction projects are the responsibility of the
33 OBDU Senior Construction Engineer and OBDU Designee and the OBDP's Construction Manager,

1 Assistant Construction Manager and Construction Coordinators.

2
3 This agreement is primarily with the Oregon State Police, although funds may be used to hire other
4 agencies, within the provisions of local cooperative policing agreements. As stewards of the state
5 highway system, OSP will have the first opportunity to cover the enforcement need in work zones on state
6 highways. If OSP does not have the resources to accomplish the enforcement, they will help identify the
7 appropriate alternative agency to provide the service. If the work zone is on a state highway, located
8 within a City or County, OSP will be notified that patrol hours are available. If OSP indicates they will
9 not be able to cover the identified enforcement schedule, enforcement hours may be offered to the local
10 police department (PD) or sheriff's office (SO). With OSP's approval and the local PD/SO's agreement
11 to do so, ODOT will grant to the local PD/SO for the patrol hours.

12
13 **Region Transportation Safety Coordinator, Region 1 Work Zone Coordinator and OBDU/P Senior**
14 **Construction Engineer/OBDU Designee and OBDP Construction Manager and Assistant**
15 **Construction Manager** generally have the following duties:

- 16 Work with ODOT and OBDU/P construction project managers and consultant project managers to
17 establish project-by-project enforcement needs on an annual and biennial basis and reflect that
18 need in a general annual and biennial plan.
- 19 Work with state and/or local law enforcement to ensure needs are met with available staff either on
20 a straight or overtime basis.
- 21 Be aware of changing needs within the Region and OBDU and re-allocate available enforcement
22 hours as needed during the year(s).
- 23 Track expenditure of enforcement hours by project within the Region and OBDU/P.
- 24 Meet regularly with project and enforcement staff to assess program progress in the Region and
25 OBDU/P.
- 26 Maintain the processes for ODOT approval of billings submitted by the law enforcement
27 agency(s).
- 28 Work with local media as needed.

29
30 **Reimbursable work zone patrol rates and activities:**

- 31 Reimbursement will be at 100 percent for reimbursable patrol hours.
- 32 The total reimbursable grant amount must be matched by non reimbursable patrol efforts at 20
33 percent of the total reimbursable grant amount.

- 1 Direct travel from station headquarters to a project, or in-between projects, shall not be more than
2 a maximum of 20 percent of the total hours of patrol efforts provided for that shift. Thus, an 8
3 hour patrol effort may not have more than an additional 1.6 hours of travel time associated.
- 4 Travel claimed separately on the Report Form will be paid at the same rate (regular or overtime) as
5 the patrol activity.
- 6 Reimbursable patrol hours, per ODOT guideline are to be within 1-5 miles either side of the
7 official work zone.
- 8 Traffic stops resulting from above patrols.
- 9 Response to crashes, obstructions, incidents, or disabled vehicles that adversely affect traffic
10 through the work zone.
- 11 Administrative time spent by the enforcement agency in relation to the project. Administrative
12 costs shall not exceed ten percent of total costs and will be paid at the regular hourly rate.
- 13 Administrative activities eligible for reimbursement include:
- 14
 - Supervisory documentation of hours and activities
 - Enforcement consultation with ODOT/OBDP personnel
 - Scheduling and coordinating enforcement patrols
 - Coordination of public safety announcements with news media

18

19 **Non-reimbursable work zone enforcement activities shall include**

- 20 Enforcement at work sites not approved by ODOT/OBDP.
- 21 Time spent on unrelated service calls.
- 22 Match at 20 percent of the total grant amount.

23

24 **Responsibilities**

25 Project responsibilities have been divided into four sections:

- 26 ODOT Transportation Safety Division;
- 27 ODOT Region Transportation Safety Coordinator/Region 1 Work Zone Coordinator, OBDU
28 Senior Construction Engineer, OBDU Designee, OBDP Construction Manager, and OBDP
29 Assistant Construction Manager;
- 30 ODOT/OBDU/P Project Manager, Consultant Project Manager, Region Construction Manager,
31 OBDP Assistant Construction Manager, and/or OBDP Construction Coordinators; and
- 32 Enforcement Agency.
- 33

1 **ODOT Transportation Safety Division:**

- 2 Develop grants on an annual basis
- 3 Monitor program at statewide level
- 4 Revise project scope as necessary
- 5 Adjust Region and OBDU budget allocations as needed
- 6 Track total project expenditures and budgets
- 7 Work with statewide press regarding overall project
- 8 Administer Work Zone Public Information and Education Program statewide

9

10 **ODOT Region Transportation Safety Coordinator/Region 1 Work**
11 **Zone Coordinator, OBDU Senior Construction Engineer, OBDU**
12 **Designee, and OBDP Assistant Construction Manager:**

- 13 Develop annual and biennial enforcement plan in conjunction with ODOT/OBDU/P and its Project
- 14 Managers, Consultant Project Manager, Region Construction Managers, OBDP Construction
- 15 Coordinators and state and/or local law enforcement
- 16 Allocate enforcement hours and update project list and allocations as needed
- 17 Monitor work zone enforcement program status at Region/OBDU/P level
- 18 Maintain ODOT payment approval processes for project expenditures in cooperation with law
- 19 enforcement agency(s).
- 20 Work with ODOT Region, OBDU and OSP public information representative(s) to provide
- 21 information to local media as needed

22

23 **ODOT/OBDU/P Project Manager, Consultant Project Manager,**
24 **Region Construction Manager, OBDP Assistant Construction**
25 **Manager, and/or OBDP Construction Coordinators:**

- 26 Coordinate individual project work schedule with enforcement agency(s), Region Transportation
- 27 Safety Coordinators, Region 1 Work Zone Coordinator as necessary.
- 28 Schedule specific overtime enforcement within acceptable timeline to allow sufficient response
- 29 time for enforcement agency to comply
- 30 Monitor projects for adherence to enforcement guidelines

- 1 Consider provision of safe enforcement areas such as “launch pads” and pull-outs within project
- 2 signing, when possible
- 3 Monitor shoulder areas for debris which could be hazardous to motor patrols
- 4 Authorize payment to OSP or other enforcement agency or forward to Region or OBDU/P per
- 5 process for authorization
- 6 Assist as requested on project evaluation
- 7 Encourage notation of presence of patrols on Daily Progress Report or similar log when possible
- 8

9 **Enforcement Agency**

- 10 Provide for staffing per agreed enforcement plan
- 11 Work with ODOT and their consultant OBDP to identify alternative law enforcement resources if
- 12 agency is unable to provide resources per the provisions of the enforcement plan.
- 13 Contact ODOT or its consultant personnel on projects, whenever possible, to alert to presence of
- 14 patrols.
- 15 Submit billings on standard form for approval by ODOT Region Transportation Safety
- 16 Coordinator, Region 1 Work Zone Coordinator, ODOT Project Manager, ODOT Consultant
- 17 Project Manager, OBDP Assistant Construction Manager and/or OBDU Designee.
- 18 Document “routine enforcement” in the work zone on standard form and submit with billing.
- 19 Track number of hazardous violations and warnings issues in the work zone. Report on standard
- 20 form. Includes “routine” and grant effort work periods.
- 21 Work with other parts of the enforcement agency regarding resource needs, if applicable.
- 22 Assist in evaluation as necessary.
- 23 Maintain project files for audit purposes.
- 24 Operate according to project guidelines.
- 25 Participate in project design meetings as requested, pending availability.
- 26 Provide information to local media as necessary.

AGENDA BILL

**Beaverton City Council
Beaverton, Oregon**

SUBJECT: A Resolution of the City Of Beaverton, Oregon Authorizing the Issuance, Negotiated Sale, Execution and Delivery of an Aggregate Principal Amount Not to Exceed \$15,000,000 General Obligation Refunding Bonds, Series 2005, to Advance Refund the Callable Portion of the City's \$21,895,000 General Obligation Bonds, Series 1999

FOR AGENDA OF: 06/20/05 **BILL NO:** 05123

Mayor's Approval: *Linda C. Holland*

DEPARTMENT OF ORIGIN: Finance *PTC/Clare*

DATE SUBMITTED: 06/15/05

CLEARANCES: City Attorney *WS*

PROCEEDING: Consent Agenda

EXHIBITS: Resolution

BUDGET IMPACT

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

Council may recall that this past year the City was able to refund (in two issues) all of the outstanding 1992 and 1994 water revenue bonds and the callable portion of the 1997 water revenue bonds. The refunding issues provided total interest cost savings of \$1,774,130.

The bond market and interest rates are now at a level that permits refunding the City's callable portion of the 1999 General Obligation (GO) Bonds that were issued to construct a new library building. The callable portion represents the bonds scheduled to be paid on June 1, 2010 through June 1, 2019, which totals \$13,375,000 of the current \$17,200,000 in outstanding bonds. The proposed bond sale would be priced on August 2, 2005 and close on August 16, 2005. The refunding process is estimated to provide \$870,818 in interest cost savings.

INFORMATION FOR CONSIDERATION:

In order to refund the outstanding callable bonds, a resolution must be enacted authorizing the refunding bond issue and authorizing the City (through its bond underwriter) to submit the refunding plan to the State Treasurer's office for approval.

Attached is a resolution prepared by the City's Bond Counsel to provide the necessary authorizations to complete the refunding bond sale.

RECOMMENDED ACTION:

Council approve the attached resolution.

RESOLUTION NO. 3823

A RESOLUTION OF THE CITY OF BEAVERTON, OREGON AUTHORIZING THE ISSUANCE, NEGOTIATED SALE, EXECUTION AND DELIVERY OF AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$15,000,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2005, TO ADVANCE REFUND THE CALLABLE PORTION OF THE CITY'S \$21,895,000 GENERAL OBLIGATION BONDS, SERIES 1999; AUTHORIZING THE SUBMISSION OF AN ADVANCE REFUNDING PLAN TO THE OREGON STATE TREASURER; DESIGNATING AN AUTHORIZED REPRESENTATIVE OF THE CITY AND DELEGATION OF RESPONSIBILITIES; AUTHORIZING DISTRIBUTION OF PRELIMINARY AND FINAL OFFICIAL STATEMENTS; SPECIFYING PROVISIONS RELATING TO BOND INSURANCE; AND RELATED MATTERS.

WHEREAS, on June 23, 1999, the City of Beaverton, Oregon (the "City") issued its General Obligation Bonds, Series 1999, in the original aggregate principal amount of \$21,895,000 (the "1999 Bonds") which financed the costs of designing, building and furnishing a new library, provided parking, acquired additional real property and which paid all bond issuance costs incidental thereto. The 1999 Bonds were authorized by the approving vote of the qualified voters residing in the City on November 3, 1998; and

WHEREAS, the City is authorized pursuant to Oregon Revised Statutes ("ORS") Sections 288.605 through 288.695 (the "Act") to issue advance refunding bonds for the purpose of refunding all or a portion of its 1999 Bonds; and

WHEREAS, pursuant to ORS 288.615(1)(c), the City may provide for the issuance of bonds without an election to refund outstanding bonds to effect a savings discounted to present value; and

WHEREAS, the City's financial advisor, Regional Financial Advisors, Inc. (the "Financial Advisor"), has advised the City that under current bond market conditions, an advance refunding of the City's outstanding 1999 Bonds would provide significant debt service savings to the City as required by law; and

WHEREAS, the City adopts this Resolution to provide the terms under which the general obligation refunding bonds may be issued, subject to changes in the municipal bond market providing the required present value savings to the City, and subject to the required approval of the Oregon State Treasurer.

NOW, THEREFORE,

Be It Resolved by the Council of the City of Beaverton, Oregon:

SECTION A. SUBMISSION OF ADVANCE REFUNDING PLAN WITH STATE TREASURER

Banc of America Securities LLC is hereby authorized, on behalf of the City and in consultation with the City's Financial Advisor, to submit an advance refunding plan for the 1999 Bonds to the Oregon State Treasurer for review and approval.

SECTION B. AUTHORIZATION OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2005

Upon approval by the State Treasurer of the advance refunding plan prepared and submitted by Banc of America Securities LLC on behalf of the City and for the above purposes, the City hereby authorizes the issuance, negotiated sale, execution and delivery of General Obligation Refunding Bonds, Series 2005 (the "Refunding Bonds") in one or more series in an aggregate principal amount not exceeding \$15,000,000 to advance refund all or a portion of the 1999 Bonds and to pay the costs relating to the issuance of the Refunding Bonds, pursuant to ORS 288.645.

The Refunding Bonds shall be subject to a book-entry only system of ownership and transfer as provided for in Section I hereof. The remaining terms of the Refunding Bonds shall be established as provided in Section N hereof.

SECTION C. DESIGNATION OF AUTHORIZED REPRESENTATIVE

The City Council designates each of the Mayor, the Finance Director, or their designee (collectively, the "Authorized Representatives"), to act on behalf of the City and to determine the remaining terms of the Refunding Bonds as specified in Section N hereof.

SECTION D. SECURITY

The Refunding Bonds are general obligations of the City. The full faith and credit and taxing powers of the City are pledged to the successive owners of each of the Refunding Bonds for the punctual payment of such obligations when due as contemplated by ORS 288.162. The City covenants with the Bondowners to levy annually a direct ad valorem tax upon all of the taxable property within the City without limitation as to rate or amount, and outside of the limitations of sections 11 and 11b, Article XI of the Oregon Constitution, after taking into consideration discounts taken and delinquencies that may occur in the payment of such taxes. The City further covenants with the Bondholders as security for the Refunding Bonds other revenues or monies of the City from whatever source derived, including but not limited to monies credited to the City's general fund and revenues derived from other taxes levied by the City in accordance with and subject to limitations and restrictions imposed under applicable law or contract, that are not dedicated, restricted or obligated by law or contract to an inconsistent expenditure or use, for the payment of debt service on the Refunding Bonds, to pay interest and principal on the Refunding Bonds promptly when and as they become due. To the extent other monies are not available to the City to pay debt service on the Refunding Bonds when due, the City covenants with the Bondowners to levy such a tax annually during each year that any of the Refunding Bonds, or bonds issued to refund them, are outstanding.

SECTION E. FORM OF REFUNDING BONDS

The Refunding Bonds may be printed or typewritten, and may be issued as one or more temporary Refunding Bonds which shall be exchangeable for definitive Refunding Bonds when definitive Refunding Bonds are available. As book-entry only bonds, the Refunding Bonds shall be prepared by Bond Counsel; otherwise, the Refunding Bonds shall be printed by a financial printer to be selected by the Authorized Representative.

SECTION F. EXECUTION OF REFUNDING BONDS

The Refunding Bonds shall be executed on behalf of the City with the manual or facsimile signature of the Mayor of the City and attested to by the manual or facsimile signature of the City Recorder of the City. Additionally, the Refunding Bonds shall be authenticated by the manual signature of an authorized officer of the Bond Registrar (as defined below).

SECTION G. DESIGNATION OF PAYING AGENT, BOND REGISTRAR AND ESCROW AGENT

The City designates The Bank of New York Trust Company, N.A., as Paying Agent and Bond Registrar (the "Registrar") for the Refunding Bonds and Escrow Agent (the "Escrow Agent") for the 1999 Bonds.

SECTION H. AUTHENTICATION, REGISTRATION, PAYMENT, EXCHANGE AND TRANSFER

1. No Refunding Bond shall be entitled to any right or benefit under this Resolution unless it shall have been authenticated by an authorized officer of the Registrar. The date of authentication shall be the date the Bondowner's name is listed on the Bond register.
2. All Refunding Bonds shall be in registered form. The Registrar shall authenticate all Refunding Bonds to be delivered at closing of this bond issue, and shall additionally authenticate all Refunding Bonds properly surrendered for exchange or transfer pursuant to this Resolution.
3. The ownership of all Refunding Bonds shall be entered in the Bond register maintained by the Registrar, and the City and the Registrar may treat the person listed as owner in the Bond register as the owner of the Refunding Bond for all purposes.
4. The Registrar shall mail or cause to be delivered the amount due under each Refunding Bond to the registered owner at the address appearing on the Bond register on the fifteenth day of the month preceding the payment date (the "Record Date"). If payment is so mailed, neither the City nor the Registrar shall have any further liability to any party for such payment.
5. The Refunding Bonds may be exchanged for equal principal component amounts of Refunding Bonds of the same maturity which are in different authorized denominations, and Refunding Bonds may be transferred to other owners if the Bondowners submit the following to the Registrar:

(a) written instructions for exchange or transfer satisfactory to the Registrar, signed by the Bondowner or his attorney in fact and guaranteed or witnessed in a manner satisfactory to the Registrar; and

(b) the Refunding Bonds to be exchanged or transferred.

6. The Registrar shall not be required to exchange or transfer any Refunding Bonds submitted to it during any period beginning with a Record Date and ending on the next following payment date; however, such Refunding Bonds shall be exchanged or transferred promptly following that payment date.

7. The Registrar shall not be required to exchange or transfer any Refunding Bonds which have been designated for redemption if such Refunding Bonds are submitted to the Registrar during the 15-day period preceding the designated redemption date.

8. For purposes of this section, Refunding Bonds shall be considered submitted to the Registrar on the date the Registrar actually receives the materials described in subsection 5. of this Section H.

9. In the event any Refunding Bond is mutilated, lost, stolen or destroyed, the Registrar may issue a new Refunding Bond of like maturity, interest rate and denomination if the asserted owner of such Refunding Bond provides to the Registrar and the City an affidavit, certificate or other reliable proof that the Registrar or the City reasonably finds protects the City from conflicting claims for payment under the Refunding Bond. Pursuant to ORS 288.435, the Registrar may waive the requirements of ORS 288.420 and the City may waive the requirements of ORS 288.430 with respect to the Refunding Bond.

10. The City may alter these provisions regarding registration, exchange and transfer by mailing notification of the altered provisions to all Bondowners and the Registrar. The altered provisions shall take effect on the date stated in the notice, which shall not be earlier than 45 days after notice is mailed.

SECTION I. BOOK-ENTRY SYSTEM

During any time that the Refunding Bonds are held in a book-entry only system (the "Book-Entry System"), the registered owner of all of the Refunding Bonds shall be The Depository Trust Company, New York, New York ("DTC"), and the Refunding Bonds shall be registered in the name of Cede & Co., as nominee for DTC. The City has entered into a Blanket City Letter of Representations (the "Letter") wherein the City represents that it will comply with the requirements stated in DTC's Operational Arrangements as they may be amended from time to time.

Under the Book-Entry System, the Refunding Bonds shall be initially issued in the form of a single fully registered certificate, one for each maturity of the Refunding Bonds. Upon initial issuance, the ownership of such Refunding Bonds shall be registered by the Registrar on the registration books in the name of Cede & Co., as nominee of DTC. The City and the Registrar may treat DTC (or its nominee) as the sole and exclusive registered owner of the Refunding Bonds registered in its name for the purposes of payment of the principal of, redemption price of, and premium, if any, or interest on the Refunding Bonds, selecting the Refunding Bonds or portions thereof to be redeemed, if any, giving notice as required under this Resolution, registering the

transfer of Refunding Bonds, obtaining any consent or other action to be taken by the owners and for all other purposes whatsoever; and neither the Registrar nor the City shall be affected by any notice to the contrary. The Registrar shall not have any responsibility or obligation to any person claiming a beneficial ownership interest in the Refunding Bonds under or through DTC or any Participant, or any other person which is not shown on the registration books of the Registrar as being a registered owner, with respect to the accuracy of any records maintained by DTC or any Participant; the payment by DTC or any Participant of any amount in respect of the principal or redemption price of or interest on the Refunding Bonds; any notice or direction which is permitted or required to be given to or received from owners under this Resolution; the selection by DTC or any DTC Participant of any person to receive payment in the event of a partial redemption of the Refunding Bonds; or any consent given or other action taken by DTC as owner; nor shall any DTC Participant or any such person be deemed to be a third party beneficiary of any owners' rights under this Resolution. The Registrar shall pay from moneys available hereunder all principal of and premium, if any, and interest on the Refunding Bonds only to or upon the order of DTC, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal of and premium, if any, and interest on the Refunding Bonds to the extent of the sum or sums so paid. So long as the Refunding Bonds are held in the Book-Entry System, no person other than DTC shall receive an authenticated Refunding Bond for each separate stated maturity evidencing the obligation of the Registrar to make payments of principal of and premium, if any, and interest pursuant to this Resolution. Upon delivery by DTC to the Registrar of DTC's written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of this Resolution with respect to transfers of Refunding Bonds, the term "Cede & Co.," in this Resolution shall refer to such new nominee of DTC.

At any time it determines that it is in the best interests of the owners, the City may notify the Registrar, and the Registrar will subsequently notify DTC, whereupon DTC will notify the DTC Participants, of the availability through DTC of Bond certificates. In such event, the Registrar shall issue, transfer and exchange, at the City's expense, Bond certificates as requested in writing by DTC in appropriate amounts. DTC may determine to discontinue providing its services with respect to the Refunding Bonds at any time by giving written notice to the Registrar and discharging its responsibilities with respect thereto under applicable law. If DTC resigns as securities depository for the Refunding Bonds, Bond certificates shall be delivered pursuant to this section. Under such circumstances (if there is no successor securities depository), the Registrar shall be obligated to deliver Bond certificates as described in this Resolution, provided that the expense in connection therewith shall be paid by the City. In the event Bond certificates are issued, the provisions of this Resolution shall apply to, among other things, the transfer and exchange of such certificates and the method of payment of principal of, premium, if any, and interest on such Refunding Bonds. Whenever DTC requests the Registrar to do so, the Registrar will cooperate with DTC in taking appropriate action after written notice (a) to make available one or more separate certificates evidencing the Refunding Bonds to any DTC Participant having Refunding Bonds credited to its DTC account, or (b) to arrange for another securities depository to maintain custody of certificates evidencing the Refunding Bonds.

SECTION J. REDEMPTION

Optional and Mandatory Redemption. The Refunding Bonds may be subject to optional redemption and mandatory redemption prior to maturity as determined by the Authorized Representative pursuant to Section N hereof.

SECTION K. NOTICE OF REDEMPTION

Official notice of redemption shall be given by the City's Registrar on behalf of the City by mailing a copy of an official redemption notice by first-class mail at least 30 days and not more than 60 days prior to the date fixed for redemption to the registered owner of the Refunding Bond or Refunding Bonds to be redeemed at the address shown on the Bond register or at such other address as is furnished in writing by such registered owner to the Registrar, and by publishing the notice as required by law; provided that so long as a book-entry only system is maintained in effect, notice of redemption shall be given at the time, to the entity and in the manner required in DTC's Operational Arrangements, and the Registrar shall not be required to give any other notice of redemption otherwise required herein.

All official notices of redemption shall be dated and shall state, without limitation: (1) the redemption date; (2) the redemption price; (3) if less than all outstanding Refunding Bonds are to be redeemed, the identification of the Refunding Bonds to be redeemed; (4) that on the redemption date the redemption price will become due and payable upon each such Refunding Bond or portion thereof called for redemption; (5) that interest thereon shall cease to accrue from and after said date; (6) the place where such Refunding Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Bond Registrar; and (7) the assigned CUSIP numbers of all Refunding Bonds to be redeemed.

On or prior to any redemption date, the City shall deposit with the Registrar an amount of money sufficient to pay the redemption price of all the Refunding Bonds or portions of Refunding Bonds which are to be redeemed on that date.

Official notice of redemption having been given as aforesaid, the Refunding Bonds or portions of Refunding Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Refunding Bonds or portions of Refunding Bonds shall cease to bear interest. Upon surrender of such Refunding Bonds for redemption in accordance with said notice, such Refunding Bonds shall be paid by the Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. All Refunding Bonds which have been redeemed shall be canceled and destroyed by the Registrar and shall not be reissued.

SECTION L. TAX-EXEMPT STATUS

The City covenants to use the proceeds of the Refunding Bonds, and the facilities refinanced or financed with the 1999 Bonds, and to otherwise comply with the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), so that interest paid on the 1999 Bonds and the Refunding Bonds will not be includable in gross income of the Bondowners for federal income tax purposes. The City specifically covenants:

1. to comply with the "arbitrage" provisions of Section 148 of the Code, and to pay any rebates to the United States on the gross proceeds of the Refunding Bonds; and
2. to operate the facilities refinanced or financed with the proceeds of the Refunding Bonds so that the 1999 Bonds and the Refunding Bonds are not "private activity bonds" under Section 141 of the Code; and
3. comply with all reporting requirements.

The Authorized Representative may enter into covenants on behalf of the City to protect the tax-exempt status of the Refunding Bonds.

SECTION M. DESIGNATION OF BOND COUNSEL, UNDERWRITER, AND FINANCIAL ADVISOR

The City designates Orrick, Herrington & Sutcliffe LLP, in Portland, Oregon, as bond counsel to the City for the Refunding Bonds; Banc of America Securities LLC as underwriter (the "Underwriter") of the Refunding Bonds; and Regional Financial Advisors, Inc. as financial advisor to the City for the Refunding Bonds.

SECTION N. DELEGATION FOR ESTABLISHMENT OF TERMS AND SALE OF THE REFUNDING BONDS

The Authorized Representative is hereby authorized, on behalf of the City and without further action of the City Council, to:

1. select all or any portion of the maturities of the 1999 Bonds to be refunded, irrevocably call for redemption those maturities of the 1999 Bonds selected for refunding with the proceeds of the Refunding Bonds on the earliest date those maturities are subject to redemption and cause notice of redemption to be given as required by the terms of the 1999 Bonds, provided that the net present value savings on the 1999 Bonds, determined in accordance with the advance refunding plan, are at least equal to the minimum amount required by Oregon law;
2. establish the principal and interest payment dates, principal amounts, optional and mandatory redemption provisions, if any, interest rates, and denominations and all other terms for the Refunding Bonds;
3. negotiate the terms with the Underwriter under which the Refunding Bonds shall be sold; execute and deliver a bond purchase agreement for the sale of the Refunding Bonds which incorporates those terms;

4. approve, execute and deliver an escrow deposit agreement and such other agreements as may be required to fund the escrow account with non-callable direct and general obligations of the United States of America or float agreements, debt service deposit agreements, forward investment agreements, guaranteed investment contracts or other investment agreements to the extent they meet the requirements of ORS 294.052;

5. if necessary or desirable, appoint a certified public accounting firm or other qualified firm to act as verification agent to produce a report demonstrating the ability of the escrow account to meet all future debt service and related costs relative to the advance refunding of the 1999 Bonds;

6. take such actions as are necessary to qualify the Refunding Bonds for the book-entry only system of DTC;

7. enter into covenants regarding the use of the proceeds of the Refunding Bonds and the projects financed or refinanced with the proceeds of the Refunding Bonds, to maintain the tax-exempt status of the 1999 Bonds and the Refunding Bonds;

8. approve of and authorize the distribution of preliminary and final official statements for the Refunding Bonds and deem as “final” as of its date, the Preliminary Official Statement, in substantially the form presented to the Authorized Representative;

9. obtain one or more ratings on the Refunding Bonds if determined by the Authorized Representative to be in the best interest of the City, and expend Refunding Bond proceeds to pay the costs of obtaining such rating;

10. obtain municipal bond insurance on the Refunding Bonds if determined by the Authorized Representative to be in the best interest of the City, execute and deliver any agreements and/or covenants required in connection with such insurance, and expend Refunding Bond proceeds to pay any bond insurance premium;

11. approve, execute and deliver a Continuing Disclosure Undertaking pursuant to SEC Rule 15c2-12, as amended (17 CFR Part 240, § 240.15c2-12) pursuant to Section S hereof;

12. under Section 265(b) of the Code, designate all or any portion of the Refunding Bonds as “qualified tax-exempt obligations” under Section 265(b) of the Code, if determined by the Authorized Representative to be in the best interest of the City and to the extent permitted under the Code;

13. approve, execute and deliver the Refunding Bond closing documents and certificates; execute and deliver a certificate specifying the action taken by the Authorized Representative pursuant to this Section N, and any other certificates, documents or agreements that the Authorized Representative determines are desirable to issue, sell and deliver the Refunding Bonds in accordance with this Resolution.

SECTION O. DEFEASANCE

The City may defease the Refunding Bonds by setting aside, with a duly appointed escrow agent, in a special escrow account irrevocably pledged to the payment of the Refunding Bonds to be defeased, cash or direct obligations of the United States in an amount which, in the opinion of an

independent certified public accountant, is sufficient without reinvestment to pay all principal and interest on the defeased Refunding Bonds until their maturity date or any earlier redemption date. Refunding Bonds which have been defeased pursuant to this Section shall be deemed paid and no longer outstanding, and shall cease to be entitled to any lien, benefit or security under this Resolution except the right to receive payment from such special escrow account.

SECTION P. REFUNDING ESCROW

The net proceeds of the Refunding Bonds shall be placed in an irrevocable refunding escrow. The Authorized Representative and the Escrow Agent shall execute and deliver an escrow deposit agreement as may be approved by the Authorized Representative.

The Escrow Agent and the Authorized Representative are hereby authorized to subscribe for and purchase non-callable direct and general obligations of the United States of America (the "Escrowed Securities") to be placed in the escrow, on behalf of the City, which, together with interest earnings thereon, will be sufficient to pay all installments of principal and interest on the 1999 Bonds. The Authorized Representative may authorize the City and the Escrow Agent to enter into agreements with securities providers for the purchase of float agreements, debt service deposit agreements, forward investment agreements, guaranteed investment contracts or other investment agreements to the extent they meet the requirements of ORS 294.052.

SECTION Q. REDEMPTION OF THE 1999 BONDS

Issuance of the Refunding Bonds is contingent upon the City's receiving actual cumulative debt service savings of not less than the amount required by Oregon law. Contingent solely on the issuance of the Refunding Bonds and the deposit of the net proceeds with the Escrow Agent, the Authorized Representative is hereby authorized to irrevocably call for redemption the City's outstanding 1999 Bonds which are to be refunded with the proceeds of the Refunding Bonds on the earliest date they are subject to redemption.

SECTION R. PROVISIONS RELATED TO BOND INSURANCE

"Bond Insurer" means the provider of a Bond Insurance Policy. "Bond Insurance Policy" means a municipal bond insurance policy insuring the payment of principal of and interest on all or a portion of the Refunding Bonds. The provisions of this Section R shall apply to the Bond Insurer in the event and to the extent provided in an Authorized Representative's closing certificate with respect to the Refunding Bonds insured by such Bond Insurer, so long as (i) its Bond Insurance Policy is in effect, (ii) the Bond Insurer has not asserted that its Bond Insurance Policy is not in effect, (iii) the Bond Insurer is not in default thereunder, (iv) the Bond Insurer is not insolvent, and (v) the Bond Insurer has not waived any such rights; provided, that, notwithstanding the foregoing, such rights shall continue with respect to amounts previously paid and due and owing the Bond Insurer.

1. Any amendment to this Resolution requiring the consent of Owners of the Refunding Bonds or the portion thereof secured by a Bond Insurance Policy (the "Insured Bonds") shall also require the prior written consent of the Bond Insurer with respect to such Insured Bonds

2. Any amendment not requiring the consent of Owners of the Insured Bonds shall require the prior written consent of the Bond Insurer with respect to such Insured Bonds if its rights shall be materially and adversely affected by such amendment.

3. The Bond Insurer with respect to the Insured Bonds shall have the right to institute any suit, action or proceeding at law or in equity under the same terms as an Owner of such Insured Bonds in accordance with this Resolution.

4. The Bond Insurer shall, to the extent it makes any payment of principal of or interest on the Insured Bonds it insures, become subrogated to the rights of the recipients of such payments in accordance with the terms of its Bond Insurance Policy.

5. Principal and/or interest paid by a Bond Insurer under its Bond Insurance Policy shall not be deemed paid for purposes of this Resolution, and the Insured Bonds with respect to which such payments were made shall remain Outstanding and continue to be due and owing until paid by the City in accordance with this Resolution.

6. In the event of any defeasance of the Insured Bonds, the City shall provide the applicable Bond Insurer with copies of all documents as required to be delivered to the Registrar under this Resolution and any Supplemental Resolutions thereto.

7. The City shall not discharge this Resolution unless all amounts due or to become due to the Bond Insurer have been paid in full or duly provided for.

SECTION S. CONTINUING DISCLOSURE.

The City shall undertake in a Continuing Disclosure Certificate for the benefit of registered Bondowners to provide to each Nationally Recognized Municipal Securities Information Repository (“NRMSIRs”), and if and when one is established, the State Information Depository (“SID”), on an annual basis on or before 270 days after the end of each fiscal year, commencing with the fiscal year ending June 30, 2006 the information required pursuant to paragraph (b)(5)(i)(A),(B) and (D) of the Securities and Exchange Commission Rule 15c2-12 (17 C.F.R. § 240.15c2-12) (the “Rule”). In addition, the City will undertake for the benefit of the registered Bondowners to provide in a timely manner to the NRMSIRs or to the Municipal Securities Rulemaking Board (“MSRB”) notices of certain material events required to be delivered pursuant to paragraph (b)(5)(i)(C) of the Rule.

SECTION T. RESOLUTION TO CONSTITUTE CONTRACT

In consideration of the purchase and acceptance of any or all of the Refunding Bonds by those who shall own the Refunding Bonds from time to time (the “Owners”), the provisions of this Resolution shall be part of the contract of the City with the Owners and shall be deemed to be and shall constitute a contract between the City and the Owners. The covenants, pledges, representations and warranties contained in this Resolution or in the closing documents executed in connection with the Refunding Bonds, including without limitation the City’s covenants and pledges contained in Section D hereof, and the other covenants and agreements herein set forth to be performed by or on behalf of the City shall be contracts for the equal benefit, protection and security of the Owners, all of which shall be of equal rank without preference, priority or distinction of any of such Refunding Bonds over any other thereof, except as expressly provided in or pursuant to this Resolution.

SECTION U. EFFECTIVE DATE OF RESOLUTION

This Resolution shall take effect immediately upon its adoption by the City Council and execution by the Mayor.

Adopted by the Council this 20th day of June 2005.

Approved by the Mayor this _____ day of June 2005.

Ayes: _____

Nays: _____

ATTEST:

APPROVED:

City Recorder

Mayor

MEMORANDUM

City of Beaverton
Sue Nelson, CMC
City Recorder

To: Mayor Drake and City Council
From: Sue Nelson, City Recorder
Date: June 16, 2005
Subject: **Agenda Bill 05124: Intergovernmental
Agreement with Washington County for the
Processing of Permits for Pacific Office
Automation**

Please note that the agenda bill for the above item was not available at this time.

Please call me at 503 526-2650 if you have questions concerning this item.

MEMORANDUM

**City of Beaverton
Sue Nelson, CMC
City Recorder**

To: Mayor Drake and City Council
From: Sue Nelson, City Recorder
Date: June 16, 2005
Subject: **Agenda Bill 05125: Omnibus
Intergovernmental Agreement with
Washington County for Processing of
Permits**

Please note that the agenda bill for the above item was not available at this time.

Please call me at 503 526-2650 if you have questions concerning this item.

AGENDA BILL

**Beaverton City Council
Beaverton, Oregon**

SUBJECT: Appointment of Bond Counsel, Financial Advisor, and Bond Underwriting Services for a Proposed Advanced Refunding of the 1999 General Obligation (Library Construction) Bonds

FOR AGENDA OF: 06/20/05 **BILL NO:** 05126

Mayor's Approval: *[Signature]*

DEPARTMENT OF ORIGIN: Finance *[Signature]*

DATE SUBMITTED: 06/13/05

CLEARANCES: City Attorney US

PROCEEDING: Consent Agenda
(Contract Review Board)

EXHIBITS:

BUDGET IMPACT

EXPENDITURE	AMOUNT	APPROPRIATION
REQUIRED \$25,000 Bond Counsel	BUDGETED \$-0-	REQUIRED \$-0-*
\$16,000 Financial Advisor	\$-0-	\$-0-*
\$58,000 Bond Underwriter	\$-0-	\$-0-*

* The cost for bond counsel, financial advisor, and bond underwriter services would be paid from the proceeds of the advanced refunding bond issue. However, should the bond sale not be completed as further explained in the Agenda Bill, the bond counsel and financial advisor services would then be paid from the General Fund's FY 2005-06 budget and, at that time, a supplemental budget appropriation would be brought forward to the City Council for approval. The bond underwriter services would not be owed if the bond issue is not completed.

HISTORICAL PERSPECTIVE:

Council may recall that this past year the City was able to refund (in two issues) all of the outstanding 1992 and 1994 water revenue bonds and the callable portion of the 1997 water revenue bonds. The refunding issues provided total interest cost savings of \$1,774,130.

The bond market and interest rates are now at a level that permits refunding the City's callable portion of the 1999 General Obligation (GO) Bonds. The callable portion represents the bonds scheduled to be paid on June 1, 2010 through June 1, 2019, which totals \$13,375,000 of the current \$17,200,000 in outstanding bonds.

The Oregon Municipal Debt Advisory Committee requires that refunding issues provide a minimum 3% net present value savings. The City's Financial Advisor, Regional Financial Advisors, Incorporated of Portland, Oregon (RFA), has performed a preliminary review on advanced refunding the callable portion of the GO bonds. The preliminary review (performed on June 8, 2005) results in an interest cost savings of approximately \$870,818, which is a 4.933% net present value savings over the remaining life of the bond issue. Since the bond sale would occur in the future, the actual cost savings and net present value savings will change from the estimates previously stated based upon the market conditions that will exist at the time of the bond sale. However, at the time of the bond sale, the net present value savings must be at least 3%, otherwise the bond sale, by law, could not be completed.

As of the June 8, 2005 preliminary review date, the par amount of the advanced refunding issue would be approximately \$12,870,000, and when combined with approximately \$1,426,023 in bond premium proceeds would provide the necessary funds to advance refund the outstanding callable 1990 GO Bonds. The actual amount of the advanced refunding issue will be determined at the time of the bond

sale based upon the market conditions and bond premiums that will exist at that time in order to maximize the best interest cost savings to the City.

In order to conclude the advanced refunding issue as soon as possible, the City needs to re-appoint its bond counsel and financial advisor, and select a bond underwriter.

INFORMATION FOR CONSIDERATION:

The City's bond counsel services have been provided by Mr. Doug Goe, currently with the firm of Orrick, Herrington & Sutcliffe, LLP (Orrick) with offices in Portland, Oregon. Mr. Goe has provided bond counsel services to the City since 1993. Bond counsel has estimated that the cost of services on the proposed General Obligation Advanced Refunding Issue would be \$25,000. The firm Regional Financial Advisors, Incorporated (RFA), has provided bond sale financial services to the City since 1994. RFA has estimated that the cost of services on the proposed General Obligation Advanced Refunding Issue would be \$16,000. Orrick and RFA provided their services on the original 1999 GO Bond Issue.

RFA, on behalf of the City, solicited underwriting services from Banc of America and Seattle Northwest Securities as these firms have expressed interest in providing underwriting services and provided present value savings calculations specifically for this proposed advanced refunding bond issue. RFA and City staff reviewed the two underwriting proposals and selected the proposal from Banc of America as the proposal with the lowest cost. Banc of America's underwriting fee is estimated not to exceed \$58,000.

The bond counsel, financial advisor, and bond underwriting services would be paid from the proceeds of the advanced refunding bond issue. Should the bond sale not be completed due to not meeting the 3% net present value savings requirement, the City would be obligated to pay for the services of Orrick and RFA from the General Fund's FY 2005-06 operating budget. The City would not be obligated for the cost of the underwriter's services.

Staff recommends the appointment of Orrick, Herrington & Sutcliffe, LLP, as Bond Counsel, Regional Financial Advisors, Incorporated, as Financial Advisor, and Banc of America Securities, LLC, as Bond Underwriter for the proposed 2005 General Obligation Advanced Refunding Bond Issue. The City's purchasing code permits the award of personal service contracts under \$50,000 without competitive formal solicitation and instead permits the award under an informal process. Part of the informal process includes the ability to directly select consultants based upon criterion that determines that a consultant can provide the best services to the City. With regards to the recommended re-appointment of bond counsel and financial advisor, both of these firms are intimately familiar with the City's bond issues over the past eleven years, and they are uniquely qualified as they provided their services on the original 1999 GO Bond Issue.

The approval of this agenda bill is the first in a series of steps needed to complete the advanced refunding bond issue. A companion Agenda Bill for a bond resolution is also included on tonight's Council Agenda that provides the authorization for the advanced refunding bond sale.

RECOMMENDED ACTION:

Council, acting as Contract Review Board, appoint Orrick, Herrington & Sutcliffe, LLP, as Bond Counsel, Regional Financial Advisors, Incorporated, as Financial Advisor and Banc of America Securities, LLC, as Bond Underwriter for the proposed General Obligation Advanced Refunding Bonds and authorize the City to enter into contracts in a form approved by the City Attorney with the services to be paid from the proceeds of the bond sale if the bond sale is completed or from the General Fund if the bond sale is not completed.

AGENDA BILL

**Beaverton City Council
Beaverton, Oregon**

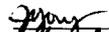
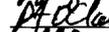
SUBJECT: 2005 Intergovernmental Agreement
Between Washington County and City of
Beaverton for HOME funds used in Housing
Rehabilitation Program

FOR AGENDA OF: 06/20/05 **BILL NO:** 05127

Mayor's Approval: 

DEPARTMENT OF ORIGIN: Mayor's Office

DATE SUBMITTED: 06/06/05

CLEARANCES: CDBG 
Finance 
City Attorney 

PROCEEDING: Consent Agenda
Contract Review Board

EXHIBITS: Washington County HOME
Consortium Intergovernmental
Agreement

BUDGET IMPACT

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

For the past several years, the City has used Community Development Block Grant (CDBG) funds and HOME funds to assist low-to-moderate income homeowners through the Housing Rehabilitation Program (HRP). Both CDBG and HOME are federal entitlement programs through the U.S. Department of Housing and Urban Development (HUD). The HRP makes low-interest loans and grants available to homeowners in Beaverton whose income is at or below 80% of the Area Median Income, for home repairs that address health and safety concerns.

In order to use HOME funds with the HRP, the City is required to enter into an Intergovernmental Agreement (IGA) with Washington County, which acts as the lead agency of the Washington County HOME Consortium. The IGA describes in detail the conditions governing the use of HOME funds, and the City's recordkeeping and reporting responsibilities. The proposed IGA will expire on June 30, 2006, but includes a provision to renew with the agreement of both parties.

INFORMATION FOR CONSIDERATION:

In the recently approved 2005/2006 Action Plan, the City proposed to carry over \$100,000 in HOME funds committed to the HRP. Under this IGA, the actual amount dedicated to the HRP will be \$163,326 (this includes some funds committed to projects underway in the current program year). These funds do not appear in the City budget, since the HRP is administered for us by the Portland Development Commission (PDC), and we simply pass through the County-administered HOME funds to PDC.

RECOMMENDED ACTION:

Council, acting as Contract Review Board, authorize Mayor to sign the Intergovernmental Agreement with Washington County for the use of HOME funds in the Housing Rehabilitation Program through June 30, 2006.

**WASHINGTON COUNTY CONSORTIUM
HOME Investment Partnerships Program**

INTERGOVERNMENTAL AGREEMENT

This Agreement is made and entered into this _____ day of June, 2005, by and between Washington County, a political subdivision of the State of Oregon, hereinafter referred to as "County," and the City of Beaverton, a duly incorporated City within Washington County, hereinafter referred to as "City."

RECITALS

- A. WHEREAS ORS 190.010 authorizes County and City to enter into this agreement for the performance of any or all functions and activities that a party to the Agreement has authority to perform;
- B. WHEREAS Washington County ("the County") has been designated by the U.S. Department of Housing and Urban Development ("HUD") as a Participating Jurisdiction in the HOME Investment Partnerships Program ("HOME Program") pursuant to 42 U.S.C. §12701 et seq., 24 CFR Part 92 and amendments thereto;
- C. WHEREAS the County desires, through its Office of Community Development, to have certain services performed by City as described within this Agreement for the purpose of implementing eligible activities under the Act and HUD regulations;
- D. WHEREAS it is appropriate and mutually desirable that City be designated by County to undertake the aforementioned eligible activities, so long as the requirements of the Act, HUD regulations, state law, and local law are adhered to, as provided for herein; and
- E. WHEREAS the purpose of this Agreement is to provide for the cooperation between County and City, as the parties in this Agreement, in implementing such eligible activities in the manner described above.
- F. THEREFORE, in consideration of the payments, covenants, and agreements hereinafter mentioned and to be made and performed by the parties hereto, the parties mutually covenant and agree as provided for in this Agreement.

PART I. GENERAL CONDITIONS

1. Amount and Use of Funds

County agrees to make available to City the amount of \$163,326 for City's use in carrying out the activities described in Exhibit A, which is incorporated in this Agreement by this reference.

2. Term of Agreement

The term of this Agreement shall commence from the date of final signature of both parties and terminate June 30, 2006. City may extend the term of this Agreement so long as City requests such extension at least two weeks prior to the nominal expiration of this Agreement and provided further that at the time of such request(s) City is not in default of any condition or covenant of this Agreement.

3. Administration

City and County shall each appoint a liaison person who shall be responsible for overall administration and coordination of the Project. The names of the liaison persons and representatives shall be specified in Exhibit A.

City shall assign certain administrative and financial duties under this Agreement to the Portland Development Commission (PDC), or other subrecipient designated by the City to administer the program, pursuant to a separate written agreement that meets the requirements of 24 CFR 92.504.

4. Disbursement of Funds

County shall disburse funds to City or PDC (whichever is designated) within 30 days of County's receipt of City's submittal of a Request for Reimbursement accompanied by all appropriate documentation required by HUD as to such requests.

City shall not request disbursement of funds under the Agreement until the funds are needed for payment of eligible costs. All program income shall be disbursed before City may request funds from the County.

5. **Amendment**

This Agreement may be amended as mutually agreed upon in writing by both parties.

6. **Termination**

This Agreement may be terminated by either party upon the other party's material default in a term, condition or covenant of this Agreement that runs to the benefit of the first party, provided that the first party gives written notice to the other of the acts or omissions that it deems to be in default and provides the other not less than 60 days to cure the material default. This Agreement also may be terminated by either party for a failure of consideration, including the non-availability of the funds designated herein for City's use by circumstances out of County's control, or by mutual written agreement of City and County.

7. **Reversion of Assets**

Upon termination of this Agreement, City must transfer to County any unobligated HOME funds on hand or receivable at the time of termination. City understands and agrees that upon termination of this Agreement any and all unexpended balances in the grant amount referenced in Section 1 above shall revert to County for its use in similar activities within City and County as are authorized by HUD. Upon such reversion, and only to the extent that such funds are actually received by County, County will assume all responsibility for third party claims as to those funds.

8. **Subcontracts**

If City provides HOME funds to subrecipients, homeowners, or contractors, City must have a written agreement, which meets the requirements of 24 CFR 92.504.

City agrees that it will incorporate into every subcontract required to be in writing and made with respect to the Project the following provisions:

The Contractor covenants that no person who presently exercises any functions or responsibilities in connection with the HOME Program, has any personal financial interest, directly or indirectly, in this Contract. The Contractor further covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no person having any conflicting interest shall be employed. Any such interest on the part of the Contractor or its employees must be disclosed to the City of Beaverton and the Washington Office of Community Development. This section shall not apply as to that portion of the amount referred in Section 1 above that has been allocated for eligible staff, overhead, and environmental review costs directly related to carrying out the project.

9. **Indemnification**

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

City and County shall each be responsible for and hold the other harmless from any claims by HUD in the form of an audit exception arising out of an act or omission of the indemnifying party.

10. **Severability**

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

PART II. PROJECT REQUIREMENTS

1. Minimum and Maximum Per Unit Subsidies

City shall comply with sections 92.205(c) and 92.250(a), which establish minimum and maximum dollar limits on the amount of HOME funds that may be invested in an affordable housing project. In no event should the investment of HOME funds be less than \$1,000.

2. Property Standards

Housing that is rehabilitated with HOME funds under this Agreement must meet or exceed all applicable local zoning and building codes, the Housing Quality Standards in 24 CFR 982.401, and the nondiscrimination and equal opportunity requirements in the regulations referenced in 24 CFR 5.105(a).

3. Qualification as Affordable Housing

Housing that is rehabilitated with HOME funds under this Agreement must meet the following affordability requirements:

- a) The estimated value of the property, after rehabilitation, does not exceed 95 percent of the median purchase price for the area, described in paragraph (a)(2)(iii) of 24 CFR 92.254; and
- b) The housing is the principal residence of an owner whose family qualifies as a low-income family at the time HOME funds are committed to the housing.

4. Repayment

City and County agree that, prior to the rehabilitation of any Project unit where loan funds are used, each homeowner shall execute a Promissory Note and Trust Deed, in favor of City, in the amount of the HOME funds attributable to the unit, which shall include all applicable federal rules and regulations under the HOME Program. The Trust Deed shall terminate upon repayment, and the homeowner shall repay the principal loan amount and any accrued interest, as set forth in the Promissory Note.

This section shall not apply to that portion of the amount referred to in Part I, Section 1 herein that has been allocated for project administration expenses.

PART III. FEDERAL, STATE AND LOCAL PROGRAM REQUIREMENTS

1. **Compliance with Applicable Law**

City shall comply with all federal, state, and local laws and ordinances applicable to activities to be performed under this Agreement.

2. **Nondiscrimination**

City agrees to comply with all applicable requirements of federal and state civil rights statutes, rules and regulations.

3. **Federal Regulations and Assurances**

All conditions and assurances required of the County by Title II of the National Affordable Housing Act of 1990 and 24 CFR Part 92 are binding on City. City shall also comply with the terms and conditions of all applicable federal laws and regulations including but not limited to the Fair Housing Act and implementing regulations at 24 CFR Part 100; Executive Order 11063 (Equal Opportunity in Housing), as amended, and implementing regulations at 24 CFR Part 107; Title VI of the Civil Rights Act of 1964 and implementing regulations at 24 CFR Part 1; Age Discrimination Act of 1975 and implementing regulations at 24 CFR part 146; Section 504 of the Rehabilitation Act and implementing regulations at 24 CFR Part 8; Executive Order 11246 (Equal Employment Opportunity) and the implementing regulations at 41 CFR Chapter 60 Section 3 of the Housing and Urban Development Act of 1968; Executive Order 11625 and 12432 (Minority Business Enterprise); Executive Order 12138 (Women's Business Enterprise); National Environmental Policy Act of 1969 and implementing regulations at 24 CFR Parts 50 and 58; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and 49 CFR Part 24; Davis-Bacon Act; Contract Work Hours and Safety Standards Act; Lead-Based Paint Poisoning Prevention Act provisions at 24 CFR Part 35; Section 8 Housing Quality Standards; Conflict of Interest provisions at 24 CFR Part 85; Debarment and Suspension provisions at 24 CFR Part 24; Flood Disaster Protection Act of 1973; OMB Circular A-110 (Attachments B, F, H, and O); OMB Circular A-122; OMB Circular A-87 and 24 CFR Part 85, as described in 24 CFR 92.505 (uniform administrative requirements); OMB Circular A-133 and 24 CFR Part 44 (audit requirements); and Americans with Disabilities Act of 1990, P.L. 101-336.

4. **Access for Disabled Persons**

City shall comply with the Americans with Disabilities Act of 1990, P.L. 101-336.

5. **State Workers' Compensation Act**

City shall insure that all contractors and subcontractors who receive funds pursuant to this Agreement comply with ORS 656.017 for all employees who work in the State of Oregon.

6. **Conflict of Interest**

No employee, agent, consultant, officer, elected official, or appointed officer of City or of any Subrecipient who exercises any functions or responsibilities in connection with any HOME Program assisted activity, or any other person who is in a position to participate in a decision-making process or gain inside information with regard to these activities, shall have any personal or financial interest or benefit, directly or indirectly, or have any interest in this Agreement or any subcontract or agreement related hereto, or the proceeds hereunder, for themselves or those with whom they have family or business ties, during their tenure and for one year thereafter.

7. **Political Activity Prohibited**

None of the HOME funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, used to influence legislation, or to further the election or defeat of any candidate for public office.

PART IV. MONITORING, EVALUATION AND RECORD KEEPING

1. **Record Keeping**

In the performance of this Agreement and in compliance with 24 CFR 92.504, City or its designated administrative agent and County shall keep records and accounts of all activities related to the provisions of this Agreement. Records shall be maintained for at least four years following the date of the submission of the final grantee performance report in which the activity is covered, except as follows:

- a. Records that are the subject of audit findings shall be retained for four years or until such audit findings have been resolved, whichever is later.

The City agrees to maintain files in accordance with the record keeping standards as described in Exhibit C.

2. **Audit and Monitoring**

County may monitor and make periodic inspections and evaluations of the Project and City's records and accounts of the Project. City or its designated administrative agent shall make its records available to County during regular working hours.

Representatives of the Secretary of HUD, the Inspector General, or General Accounting Office shall have access to all records, accounts, reports, files, and other papers of County and City or its designated administrative agent regarding this Project.

PART V. SPECIAL CONDITIONS

1. City or its designated administrative agent shall conduct environmental reviews and comply with the environmental review requirements of the National Environmental Policy Act, as implemented at 24 CFR Part 58.
2. City may retain program income, generated from the use of HOME funds provided under this Agreement or any HOME-eligible matching contributions listed in Exhibit B, for the purpose of financing additional interest-bearing loans or grants to eligible homeowners for the rehabilitation of affordable housing. All HOME program income must be reported to County on a quarterly basis with a quarterly total and cumulative total for the fiscal year to date. Reports must reach County within five working days following the last day of the months of March, June, September, and December.
3. City or its designated administrative agent shall provide County with an annual report, providing fund disbursements, collections, and balance (by funded activities) within thirty days after the end of each fiscal year.

WHEREAS, all the aforementioned is hereby agreed upon by County and City and executed by the duly authorized signatures below.

FOR THE COUNTY:

FOR THE CITY:

Signature

Signature

Name

Name

Title

Title

Date:

Date:

Approved as to form:

Approved as to form:

Washington County Counsel

Beaverton City Attorney

EXHIBIT A. PROJECT DESCRIPTION

Project Sponsor and Title:

City of Beaverton, Housing Rehabilitation Loan Program

Project Purpose and Description:

To provide both grants and interest-bearing housing rehabilitation loans to low- and moderate-income homeowner households (i.e., those earning at or below 80 percent of the area median income).

Location:

City of Beaverton

Project Schedule:

This Agreement shall terminate June 30, 2006, subject to the provisions of Part I, Section 2.

Project Activities to Be Supported with HOME Funds:

HOME funds will be used to pay for development hard costs and eligible staff, overhead, and environmental review costs directly related to carrying out the project, as required to rehabilitate approximately ten (10) housing units.

Project Liaisons:

City of Beaverton:

Michael Parkhurst,
CDBG/HOME Coordinator

Portland Development Commission:
(designated administrative agent)

Michelle Haack,
Manager, Neighborhood Housing Program

Washington County:

Ben Sturtz, Housing Services Specialist
Office of Community Development

Project Title: Housing Rehabilitation Loan Program

EXHIBIT B

Sponsor: City of Beaverton

PROJECT BUDGET

<i>USES</i>		<i>SOURCES</i>			
<i>Category</i>	<i>Amount</i>	<i>HOME</i>	<i>City CDBG</i>	<i>City Other</i>	
<i>ACQUISITION</i>					
<i>PRECONSTRUCTION</i>					
<i>CONSTRUCTION</i>					
Rehabilitation	\$282,395	\$127,395	\$155,000		
<i>DEVELOPMENT</i>					
<i>PROFESSIONAL FEES</i>					
Project Administration, Fees, and Permits	\$81,931	\$35,931	\$45,000	\$1,000 (waived building permit costs)	
<i>RESERVES</i>					
TOTAL USES	\$364,326	\$163,326	\$200,000	\$1,000	
TOTAL SOURCES	\$364,326	\$163,326	\$200,000	\$1,000	

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The following breakdown reflects the history of the HOME funded Beaverton Rehabilitation Program (beginning in 1999) and brings the project up to date with the amount available to spend in the program. This is being incorporated into this Intergovernmental Agreement in order to correct previous administrative oversights and clearly outline the amount of HOME funds allocated for this project.

	HOME Year	HOME Award
IGA Memorialized by County and City	1999	159,470
IGA Memorialized by County and City	2000	60,000
IGA Memorialized by County and City	2001	67,353
	sub-total	286,823
	Program Income (DHS applied)	24,952
	Program Income (OCD applied)	84,074
	Sub-total program income	\$ 109,026
	Total Resources Available	\$ 395,849
	Expenditures thru' 2/4/05	\$ 413,605
	Overpaid by	(17,756)
Never memorialized by IGA between Co. & City	2002 HOME Award	105,319
	Subtotal (2002 grant minus overexpenditure)	87,563
No \$ spent yet. Needs to be memorialized with an IGA.	2004 HOME Award	75,763
	Total to be contracted	163,326

Exhibit C

HOUSING REHAB PROGRAM RECORDKEEPING AND REPORTING STANDARDS

The City will direct its Contractor - Portland Development Commission (PDC) or other designated agency working under contract to provide Housing Rehab program work under the HOME Program to maintain the following records.

The following information will be provided by the Contractor to the City at loan/grant closing for all projects:

- PDC Loan Number
- Homeowner's Name
- Address
- Funding source (CDBG or HOME)
- Loan/grant closing date
- Terms (Grant/Loan/DPL) and Interest Rate & amortization period (if loan)
- Monthly income & MFI percent
- Race (White, American Indian or Alaska Native, Asian, Black or African American, Native Hawaiian or Other Pacific Islander) and Ethnicity (Hispanic/Non-Hispanic)
- Estimated Project cost
- Brief description of repairs

The following information will be provided by the Contractor to the City for any projects where contract is \$10,000 or more:

- Amount of contract
- Contractor name & address
- Contractor Tax ID
- Race/ethnicity of owner of contractor firm
- Gender of owner of contractor firm
- If contractor is a Section 3 employer, Section 3 contract data

The following information will be provided by the Contractor to the City for HOME-funded projects only:

- Value after rehab
- number of bedrooms
- household size
- head of household (single non-elderly, elderly, related/single parent, related/parent, other)

The following documentation will be kept in PDC files:

- Documentation of ownership of rehabilitated property
- Documentation of occupants' income
- Scope of work
- Bids
- Receipts from Contractors
- Documentation of eligible project administrative costs

Post-rehab inspection, confirming that work done meets program rehab standards

Documentation of completed Environmental Review, including flood insurance and historical review where necessary.

Documentation of lead based paint risk assessment for pre-1978 homes

Documentation of relocation expenses, if any

AGENDA BILL

**Beaverton City Council
Beaverton, Oregon**

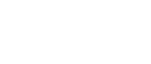
SUBJECT: Capital Improvements Plan for Fiscal Years 2005/06 through 2008/09 for Transportation, Water, Sewer, and Storm Drain Projects

FOR AGENDA OF: 6-20-05 **BILL NO:** 05128

Mayor's Approval: 

DEPARTMENT OF ORIGIN: Engineering 

DATE SUBMITTED: 5-31-05

CLEARANCES: Finance 
City Attorney 
Capital Proj. 

PROCEEDING: Public Hearing

- EXHIBITS:**
1. Final Draft - Capital Improvements Plan for Fiscal Years 2005/06 through 2008/09
 2. Distribution List Draft CIP
 3. Distribution List Adopted CIP

BUDGET IMPACT

EXPENDITURE REQUIRED \$0*	AMOUNT BUDGETED \$0*	APPROPRIATION REQUIRED \$0*
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* There is no additional budget impact because the financial plan in the Capital Improvements Plan for Fiscal Years 2005/06 through 2008/09 is consistent with the City of Beaverton FY 2005/06 budget.

HISTORICAL PERSPECTIVE:

Each year, the City conducts a review of capital project needs, costs, benefits, and priorities for the current year and the following three years and updates the Capital Improvements Plan (CIP). The public is invited to provide input to the CIP process. This hearing is intended to provide an opportunity for the public to comment on transportation, sewer, water and storm drainage projects for FY 2005/06 through FY 2008/09. After assessment of the comments received at this public hearing, the Council may direct staff to revise the CIP.

INFORMATION FOR CONSIDERATION:

The final draft of the Capital Improvements Plan for Fiscal Years 2005/06 through 2008/09 is attached for Council's review (Exhibit 1). This plan is intended to reflect the Council's current priorities for infrastructure improvements. Nevertheless, the CIP is a dynamic management tool that reflects changing conditions. The Council may choose to change project priorities in response to new information from the public, emergency needs, or new sources of funding.

The financial plan spreadsheets included in this CIP reflect the same capital improvement budget appropriations provided in the FY 2005/06 budget that is also on this evening's Council agenda. The spreadsheets provide an "at a glance" overview of the projects and their funding resources that are approved by Council as part of the annual budget process. The CIP document also provides project descriptions and drawings for FY 2005/06 projects, project names and funding estimates for FY 2006/07 through FY 2008/09 projects, and finally, a "Needs List" for infrastructure improvements beyond FY 2008/09. The "Needs List" changes frequently as projects are identified through routine maintenance activities or special studies. Note that some of the project budgets for FY 2005/06 are for only one phase of a multi-year project involving design, right-of-way acquisition and construction.

Project phases not included in the FY 2005/06 CIP have been completed in past years or will be completed in future years.

In advance of adoption of the FY 2005/06 CIP budget, a draft of the FY 2005/06 through 2008/09 CIP was distributed on May 20, 2005 to City Council, NAC Chairpersons, and Board and Committee members for their review (Exhibit 2). Comments received from Council, citizens, and staff are reflected in this final draft CIP. Notice of this hearing was published in the *Valley Times* on May 26, 2005 and June 2, 2005.

RECOMMENDED ACTION:

1. Hold public hearing and consider public comment on transportation, water, sewer, and storm drain projects.
2. Direct staff to revise the final draft CIP as appropriate.
3. Adopt the final, revised (if applicable) Capital Improvements Plan for Fiscal Years 2005/06 through 2008/09 with revisions (if applicable) and direct staff to distribute copies to the parties as shown in Exhibit 3.

MEMORANDUM

City of Beaverton
Office of the City Recorder

To: Mayor Drake and Councilors
From: Sue Nelson, City Recorder
Date: June 15, 2005
Subject: **Agenda Bill 05128: Capital Improvements
Plan for Fiscal Years 2005/06 through
2008/09 for Transportation, Water, Sewer,
and Storm Drain Projects**

The complete agenda bill and attachments for Agenda Bill 05128 are available for review in the City Recorder's Office on the third floor of Beaverton City Hall, 4755 SW Griffith Drive, Beaverton, OR. The office is open weekdays between 8:00 a.m. and 5:00 p.m. Due to the large volume of the Capital Improvements Plan, it was not included with the agenda bill on the Web site.

If you have any questions regarding this item, please call (503) 526-2650.

AGENDA BILL

**Beaverton City Council
Beaverton, Oregon**

SUBJECT: A Resolution Adopting a Budget for Fiscal Year Commencing July 1, 2005

FOR AGENDA OF: 06/20/05 **BILL NO:** 05129

Mayor's Approval: *[Signature]*

DEPARTMENT OF ORIGIN: Finance

DATE SUBMITTED: 06/06/05

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

PROCEEDING: Public Hearing

EXHIBITS: Resolution
Exhibit A

BUDGET IMPACT

EXPENDITURE REQUIRED \$136,596,553	AMOUNT BUDGETED \$-0-	APPROPRIATION REQUIRED \$136,596,553
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HISTORICAL PERSPECTIVE:

The Budget Committee, reviewed and deliberated on the Mayor's proposed 2005-06 budget on May 23, 24, and 26, 2005. The budget being presented to City Council was approved by the Budget Committee on May 26, 2005. Prior to final adoption State Statutes require that a Public Hearing be held before the City Council on the proposed budget including the use of State Revenue Sharing funds.

INFORMATION FOR CONSIDERATION:

Attached is the Resolution adopting the budget and declaring the ad valrom tax levy. Exhibit A includes the various forms that are required to submit the budget to the County Assessor and the State Department of Revenue.

RECOMMENDED ACTION:

Council hold a Public Hearing and approve the Resolution adopting the budget for the fiscal year beginning July 1, 2005, and making and declaring ad valrom tax levy as outlined in the resolution.

RESOLUTION NO. 3824

A RESOLUTION ADOPTING THE BUDGET FOR THE FISCAL YEAR
COMMENCING JULY 1, 2005, MAKING APPROPRIATIONS AND
PROVIDING FOR APPROPRIATIONS THEREFROM AND DETERMINING,
MAKING AND DECLARING AD VALOREM TAX LEVY FOR EACH FUND

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

Section 1. The City Council of Beaverton hereby adopts the budget approved by the Budget Committee for the 2005-06 fiscal year in the total sum of \$136,596,553, which is now on file at City Hall, located at 4755 S.W. Griffith Drive, Beaverton, Oregon.

Section 2. The amounts appropriated for each fund for the fiscal year beginning July 1, 2005, are shown on the attached - Exhibit A.

Section 3. The City Council of the City of Beaverton, Oregon, hereby levies the taxes provided for in the adopted budget in the aggregate amount of \$24,727,972, and that these taxes are hereby levied upon all taxable property within the City of Beaverton, Oregon as of 1:00 a.m., July 1, 2005. The following allocation and categorization subject to the limits of section 11b, Article XI of the Oregon Constitution make up the above aggregate levy:

	Subject to the General Government Limitation and within City's Permanent <u>Rate Authority</u>	<u>Excluded from the Limitation</u>
General Fund Operating Purposes	\$20,370,472	
Library Fund Operating Purposes	1,552,500	
Street Lighting Fund Operating Purposes	1,080,000	
Bonded Indebtedness	<u>0</u>	<u>\$1,725,000</u>
Category Total	\$23,002,972	\$1,725,000
 Total Property Tax Levy		 <u><u>\$24,727,972</u></u>

Section 4. The Finance Director shall file with the County Assessor of Washington County, Oregon, no later than July 15, 2005, the following documents: (a) an original and one copy of the Notice of Levy in accordance with the requirements of ORS 310.060 (1); (b) two true copies of the Budget as finally adopted, certified as such by the City Recorder; and (c) a copy of the notice of publication required by ORS 294.421.

Adopted by the Council this ____ day of June, 2005.

Approved by the Mayor this ____ day of June, 2005.

Ayes: _____

Nays: _____

ATTEST:

APPROVED:

Sue Nelson, City Recorder

Rob Drake, Mayor

budresol

FORM LB-1

NOTICE OF BUDGET HEARING

A meeting of the City of Beaverton, City Council will be held on **June 20, 2005, at 6:30 p.m.** at 4755 SW Griffith Drive, Beaverton, Oregon. The purpose of this meeting is to discuss the budget for the fiscal year beginning July 1, 2005, as approved by the City of Beaverton Budget Committee. A summary of the budget is presented below. A copy of the budget may be inspected or obtained at 4755 SW Griffith Drive, Beaverton, Oregon 97005 between the hours of 8:00 a.m. and 5:00 p.m. This certifies the budget was prepared on a basis of accounting that is consistent with the basis of accounting used during the preceding year. Major changes, if any, and their effect on the budget are explained below.

County Washington	City Beaverton	Date 20-Jun-05	Chairperson of Governing Body Mayor Rob Drake	Telephone Number 503-526-2241
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FINANCIAL SUMMARY

TOTAL OF ALL FUNDS		Adopted Budget This Year - 2004-05	Approved Budget Next Year - 2005-06
Anticipated Requirements	1. Total Personal Services	39,822,086	41,708,668
	2. Total Materials and Services	24,101,786	23,200,493
	3. Total Capital Outlay	16,934,847	23,472,538
	4. Total Debt Service	5,462,623	4,901,975
	5. Total Transfers	14,270,827	16,642,342
	6. Total Contingencies	26,817,905	26,670,537
	7. Total All Other Expenditures and Requirements		
	8. Total Unappropriated or Ending Fund Balance		
	9. Total Requirements - add lines 1 through 8	127,410,074	136,596,553
Anticipated Resources	10. Total Resources Except Property Taxes	105,488,580	113,104,980
	11. Total Property Taxes Required to Balance Budget	21,921,494	23,491,573
	12. Total Resources - add lines 10 and 11	127,410,074	136,596,553
Anticipated Tax Levy	13. Total Property Taxes Required to Balance Budget	21,921,494	23,491,573
	14. Plus: Estimated Property Taxes Not to be Received		
	A. Loss Due to Constitutional Limits	0	0
	B. Discounts Allowed, Other Uncollected Amounts	1,153,762	1,236,399
	15. Total Tax Levy - add lines 13 and 14	23,075,256	24,727,972
Tax Levies By Type		Rate or Amount	Rate or Amount
	16. Permanent Rate Limit Levy (rate limit <u>4.6180</u>)	20,712,787	23,002,972
	17. Local Option Levy	0	0
	18. Levy for Bonded Debt or Obligations	2,362,469	1,725,000

STATEMENT OF INDEBTEDNESS

Debt Outstanding None As Summarized Debt Authorized, Not Incurred As Summarized

Publish Below Only if Completed

Long Term Debt	Debt Outstanding July 1, 2005-06 Approved Budget Year	Debt Authorized, Not Incurred July 1, 2005-06 Approved Budget Year
Bonds	36,270,000	
Interest Bearing Warrants		
Other		
Total Indebtedness	36,270,000	

This budget includes the intention to borrow in anticipation of revenue ("Short-Term Borrowing") as summarized below:

FUND LIABLE	Estimated Amount To Be Borrowed	Estimated Interest Rate	Estimated Interest Cost

FUNDS REQUIRING A PROPERTY TAX TO BE LEVIED

FORM LB-3

Publish ONLY Completed Portion of This Page

NAME OF FUND GENERAL	Actual Data Last Year 2003-04	Adopted Budget This Year 2004-05	Approved Budget Next Year 2005-06
1. Total Personal Services	22,990,863	26,263,949	27,436,783
2. Total Materials and Services	4,895,632	7,623,820	6,477,835
3. Total Capital Outlay	1,392,939	1,738,711	627,555
4. Total Debt Service	0	0	0
5. Total Transfers	3,275,928	2,951,154	3,208,313
6. Total Contingencies		3,573,988	5,337,326
7. Total All Other Expenditures and Requirements			
8. Total Unappropriated or Ending Fund Balance	7,110,943		
9. Total Requirements	39,666,305	42,151,622	43,087,812
10. Total Resources Except Property Taxes	23,618,294	24,746,624	23,735,864
11. Total Property Taxes Rec'd/Required to Balance	16,048,011	17,404,998	19,351,948
12. Total Resources (add lines 10 and 11)	39,666,305	42,151,622	43,087,812
13. Property Taxes Required to Balance (from line 11)		17,404,998	19,351,948
14. Estimated Property Taxes Not to be Received			
A. Loss Due to Constitutional Limit			
B. Discounts, Other uncollected Amounts		916,052	1,018,524
15. Total Tax Levy (add lines 13 and 14)		18,321,050	20,370,472
		Rate or Amount	Rate or Amount
16. Permanent Rate Limit Levy (rate limit <u>4.6180</u>)		18,321,050	20,370,472
17. Local Option Levy		0	0
18. Levy for Bonded Debt or Obligations		0	0

NAME OF FUND LIBRARY	Actual Data Last Year 2003-04	Adopted Budget This Year 2004-05	Approved Budget Next Year 2005-06
1. Total Personal Services	3,277,408	3,244,214	3,269,039
2. Total Materials and Services	785,895	912,959	867,171
3. Total Capital Outlay	20,102	0	75,000
4. Total Debt Service			
5. Total Transfers	568,390	642,916	582,690
6. Total Contingencies		549,423	438,549
7. Total All Other Expenditures and Requirements			
8. Total Unappropriated or Ending Fund Balance	1,052,628		
9. Total Requirements	5,704,423	5,349,512	5,232,449
10. Total Resources Except Property Taxes	4,479,636	4,077,362	3,757,574
11. Total Property Taxes Rec'd/Required to Balance	1,224,787	1,272,150	1,474,875
12. Total Resources (add lines 10 and 11)	5,704,423	5,349,512	5,232,449
13. Property Taxes Required to Balance (from line 11)		1,272,150	1,474,875
14. Estimated Property Taxes Not to be Received			
A. Loss Due to Constitutional Limit			
B. Discounts, Other uncollected Amounts		66,955	77,625
15. Total Tax Levy (add lines 13 and 14)		1,339,105	1,552,500
		Rate or Amount	Rate or Amount
16. Permanent Rate Limit Levy (rate limit <u>4.6180</u>)		1,339,105	1,552,500
17. Local Option Levy		0	0
18. Levy for Bonded Debt or Obligations		0	0

FUNDS REQUIRING A PROPERTY TAX TO BE LEVIED

FORM LB-3

Publish ONLY Completed Portion of This Page

NAME OF FUND STREET LIGHTING	Actual Data Last Year 2003-04	Adopted Budget This Year 2004-05	Approved Budget Next Year 2005-06
1. Total Personal Services	127,106	151,576	147,858
2. Total Materials and Services	743,616	862,050	847,825
3. Total Capital Outlay	0	0	0
4. Total Debt Service			
5. Total Transfers	165,186	51,264	54,272
6. Total Contingencies		117,363	151,411
7. Total All Other Expenditures and Requirements			
8. Total Unappropriated or Ending Fund Balance	156,371		
9. Total Requirements	1,192,279	1,182,253	1,201,366
10. Total Resources Except Property Taxes	271,682	182,253	175,366
11. Total Property Taxes Rec'd/Required to Balance	920,597	1,000,000	1,026,000
12. Total Resources (add lines 10 and 11)	1,192,279	1,182,253	1,201,366
13. Property Taxes Required to Balance (from line 11)		1,000,000	1,026,000
14. Estimated Property Taxes Not to be Received			
A. Loss Due to Constitutional Limit		0	0
B. Discounts, Other uncollected Amounts		52,632	54,000
15. Total Tax Levy (add lines 13 and 14)		1,052,632	1,080,000
		Rate or Amount	Rate or Amount
16. Permanent Rate Limit Levy (rate limit <u>4.6180</u>)		1,052,632	1,080,000
17. Local Option Levy		0	0
18. Levy for Bonded Debt or Obligations		0	0

NAME OF FUND DEBT SERVICE	Actual Data Last Year 2003-04	Adopted Budget This Year 2004-05	Approved Budget Next Year 2005-06
1. Total Personal Services			
2. Total Materials and Services			
3. Total Capital Outlay			
4. Total Debt Service	2,383,888	2,393,075	1,727,525
5. Total Transfers			
6. Total Contingencies		82,718	79,944
7. Total All Other Expenditures and Requirements			
8. Total Unappropriated or Ending Fund Balance	174,587		
9. Total Requirements	2,558,475	2,475,793	1,807,469
10. Total Resources Except Property Taxes	261,289	231,447	168,719
11. Total Property Taxes Rec'd/Required to Balance	2,297,186	2,244,346	1,638,750
12. Total Resources (add lines 10 and 11)	2,558,475	2,475,793	1,807,469
13. Property Taxes Required to Balance (from line 11)		2,244,346	1,638,750
14. Estimated Property Taxes Not to be Received			
A. Loss Due to Constitutional Limit			
B. Discounts, Other uncollected Amounts		118,123	86,250
15. Total Tax Levy (add lines 13 and 14)		2,362,469	1,725,000
		Rate or Amount	Rate or Amount
16. Permanent Rate Limit Levy (rate limit <u>0</u>)			0
17. Local Option Levy		0	0
18. Levy for Bonded Debt or Obligations		2,362,469	1,725,000

FUNDS NOT REQUIRING A PROPERTY TAX TO BE LEVIED

FORM LB-2

Publish ONLY Completed Portion of This Page. Total Anticipated Requirements must equal total Resources

Name of Fund	Actual Data Last Year 2003-04	Adopted Budget This Year 2004-05	Approved Budget Next Year 2005-06
Street			
1. Total Personal Services	1,529,823	1,624,185	1,823,048
2. Total Materials and Services	1,057,063	1,237,690	1,241,783
3. Total Capital Outlay	73,451	29,975	152,775
4. Total Debt Service			
5. Total Transfers	1,181,643	1,483,402	2,703,747
6. Total Contingencies		2,201,985	1,813,511
7. Total All Other Expenditures and Requirements			
8. Total Unappropriated or Ending Fund Balance	2,086,036		
9. Total Requirements	5,928,016	6,577,237	7,734,864
10. Total Resources Except Property Taxes	5,928,016	6,577,237	7,734,864

Name of Fund	Actual Data Last Year 2003-04	Adopted Budget This Year 2004-05	Approved Budget Next Year 2005-06
State Revenue Sharing			
1. Total Personal Services			
2. Total Materials and Services	241,129	536,915	292,475
3. Total Capital Outlay			
4. Total Debt Service			
5. Total Transfers	249,920	119,453	325,072
6. Total Contingencies		308,780	378,233
7. Total All Other Expenditures and Requirements			
8. Total Unappropriated or Ending Fund Balance	512,348		
9. Total Requirements	1,003,397	965,148	995,780
10. Total Resources Except Property Taxes	1,003,397	965,148	995,780

Name of Fund	Actual Data Last Year 2003-04	Adopted Budget This Year 2004-05	Approved Budget Next Year 2005-06
Building Operating			
1. Total Personal Services	2,348,840	2,117,916	2,191,451
2. Total Materials and Services	87,278	78,114	55,817
3. Total Capital Outlay	0	29,000	12,500
4. Total Debt Service			
5. Total Transfers	361,898	1,206,167	466,842
6. Total Contingencies		1,111,713	1,298,463
7. Total All Other Expenditures and Requirements			
8. Total Unappropriated or Ending Fund Balance	2,339,778		
9. Total Requirements	5,137,794	4,542,910	4,025,073
10. Total Resources Except Property Taxes	5,137,794	4,542,910	4,025,073

Name of Fund	Actual Data Last Year 2003-04	Adopted Budget This Year 2004-05	Approved Budget Next Year 2005-06
Community Development Block Grant			
1. Total Personal Services	124,385	143,115	139,145
2. Total Materials and Services	375,640	469,252	684,178
3. Total Capital Outlay	960,982	459,950	657,816
4. Total Debt Service	4,984	37,755	60,000
5. Total Transfers	3,095	10,163	8,988
6. Total Contingencies		39,065	69,105
7. Total All Other Expenditures and Requirements			
8. Total Unappropriated or Ending Fund Balance	12,019		
9. Total Requirements	1,481,105	1,159,300	1,619,232
10. Total Resources Except Property Taxes	1,481,105	1,159,300	1,619,232

FUNDS NOT REQUIRING A PROPERTY TAX TO BE LEVIED

FORM LB-2

Publish ONLY Completed Portion of This Page. Total Anticipated Requirements must equal Total Resources

Name of Fund Traffic Impact Fee	Actual Data Last Year 2003-04	Adopted Budget This Year 2004-05	Approved Budget Next Year 2005-06
1. Total Personal Services	103,592	107,557	110,933
2. Total Materials and Services	10,184	825	6,764
3. Total Capital Outlay			
4. Total Debt Service			
5. Total Transfers	500,502	839,518	1,902,089
6. Total Contingencies		2,288,137	2,243,879
7. Total All Other Expenditures and Requirements			
8. Total Unappropriated or Ending Fund Balance	1,957,949		
9. Total Requirements	2,572,227	3,236,037	4,263,665
10. Total Resources Except Property Taxes	2,572,227	3,236,037	4,263,665

Name of Fund Tree Preservation	Actual Data Last Year 2003-04	Adopted Budget This Year 2004-05	Approved Budget Next Year 2005-06
1. Total Personal Services			
2. Total Materials and Services			
3. Total Capital Outlay			
4. Total Debt Service			
5. Total Transfers	0	0	0
6. Total Contingencies		0	0
7. Total All Other Expenditures and Requirements			
8. Total Unappropriated or Ending Fund Balance	0		
9. Total Requirements	0	0	0
10. Total Resources Except Property Taxes	0	0	0

Name of Fund Capital Development	Actual Data Last Year 2003-04	Adopted Budget This Year 2004-05	Approved Budget Next Year 2005-06
1. Total Personal Services			
2. Total Materials and Services			
3. Total Capital Outlay	7,500	0	0
4. Total Debt Service			
5. Total Transfers	612	0	0
6. Total Contingencies			
7. Total All Other Expenditures and Requirements			
8. Total Unappropriated or Ending Fund Balance	0		
9. Total Requirements	8,112	0	0
10. Total Resources Except Property Taxes	8,112	0	0

FUNDS NOT REQUIRING A PROPERTY TAX TO BE LEVIED

FORM LB-2

Publish ONLY Completed Portion of This Page. Total Anticipated Requirements must equal Total Resources

Name of Fund Capital Projects	Actual Data Last Year 2003-04	Adopted Budget This Year 2004-05	Approved Budget Next Year 2005-06
1. Total Personal Services			
2. Total Materials and Services			
3. Total Capital Outlay	2,144,068	2,100,896	6,558,778
4. Total Debt Service			
5. Total Transfers	0	300,000	0
6. Total Contingencies		169,077	57,075
7. Total All Other Expenditures and Requirements			
8. Total Unappropriated or Ending Fund Balance	1,201,406		
9. Total Requirements	3,345,474	2,569,973	6,615,853
10. Total Resources Except Property Taxes	3,345,474	2,569,973	6,615,853

Name of Fund Assessments	Actual Data Last Year 2003-04	Adopted Budget This Year 2004-05	Approved Budget Next Year 2005-06
1. Total Personal Services			
2. Total Materials and Services			
3. Total Capital Outlay			
4. Total Debt Service	16,557	17,780	12,900
5. Total Transfers	26,641	29,443	29,513
6. Total Contingencies		112,528	91,064
7. Total All Other Expenditures and Requirements			
8. Total Unappropriated or Ending Fund Balance	137,047		
9. Total Requirements	180,245	159,751	133,477
10. Total Resources Except Property Taxes	180,245	159,751	133,477

Name of Fund Assessment Projects	Actual Data Last Year 2003-04	Adopted Budget This Year 2004-05	Approved Budget Next Year 2005-06
1. Total Personal Services			
2. Total Materials and Services			
3. Total Capital Outlay		7,500	134,860
4. Total Debt Service			
5. Total Transfers			235,861
6. Total Contingencies		411,695	49,974
7. Total All Other Expenditures and Requirements			
8. Total Unappropriated or Ending Fund Balance	414,465		
9. Total Requirements	414,465	419,195	420,695
10. Total Resources Except Property Taxes	414,465	419,195	420,695

Name of Fund Water	Actual Data Last Year 2003-04	Adopted Budget This Year 2004-05	Approved Budget Next Year 2005-06
1. Total Personal Services	1,178,471	1,352,673	1,465,829
2. Total Materials and Services	2,307,265	2,463,344	2,565,778
3. Total Capital Outlay	1,518,221	1,045,814	1,324,149
4. Total Debt Service			
5. Total Transfers	3,757,202	4,203,414	3,662,123
6. Total Contingencies		4,274,183	4,556,778
7. Total All Other Expenditures and Requirements			
8. Total Unappropriated or Ending Fund Balance	4,788,969		
9. Total Requirements	13,550,128	13,339,428	13,574,657
10. Total Resources Except Property Taxes	13,550,128	13,339,428	13,574,657

FUNDS NOT REQUIRING A PROPERTY TAX TO BE LEVIED

FORM LB-2

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Name of Fund	Actual Data Last Year 2003-04	Adopted Budget This Year 2004-05	Approved Budget Next Year 2005-06
Sewer			
1. Total Personal Services	764,419	848,973	900,738
2. Total Materials and Services	738,048	790,259	838,069
3. Total Capital Outlay	920,614	2,901,215	3,089,500
4. Total Debt Service			
5. Total Transfers	556,242	611,106	609,405
6. Total Contingencies		4,564,432	4,209,323
7. Total All Other Expenditures and Requirements			
8. Total Unappropriated or Ending Fund Balance	6,929,013		
9. Total Requirements	9,908,336	9,715,985	9,647,035
10. Total Resources Except Property Taxes	9,908,336	9,715,985	9,647,035
Water Debt			
1. Total Personal Services			
2. Total Materials and Services			
3. Total Capital Outlay			
4. Total Debt Service	3,233,170	3,014,013	3,101,550
5. Total Transfers	2,902,073	0	2,000,000
6. Total Contingencies		100,743	75,000
7. Total All Other Expenditures and Requirements			
8. Total Unappropriated or Ending Fund Balance	107,543		
9. Total Requirements	6,242,786	3,114,756	5,176,550
10. Total Resources Except Property Taxes	6,242,786	3,114,756	5,176,550
Water Construction			
1. Total Personal Services			
2. Total Materials and Services			
3. Total Capital Outlay	948,132	5,945,485	7,110,105
4. Total Debt Service			
5. Total Transfers			
6. Total Contingencies		1,385,097	711,945
7. Total All Other Expenditures and Requirements			
8. Total Unappropriated or Ending Fund Balance	5,529,382		
9. Total Requirements	6,477,514	7,330,582	7,822,050
10. Total Resources Except Property Taxes	6,477,514	7,330,582	7,822,050
Storm Drain			
1. Total Personal Services	1,107,720	1,151,329	1,257,100
2. Total Materials and Services	385,832	417,152	448,280
3. Total Capital Outlay	1,354,831	2,470,860	3,664,000
4. Total Debt Service			
5. Total Transfers	423,954	474,849	555,190
6. Total Contingencies		3,256,219	2,149,598
7. Total All Other Expenditures and Requirements			
8. Total Unappropriated or Ending Fund Balance	4,438,612		
9. Total Requirements	7,710,949	7,770,409	8,074,168
10. Total Resources Except Property Taxes	7,710,949	7,770,409	8,074,168

FUNDS NOT REQUIRING A PROPERTY TAX TO BE LEVIED

FORM LB-2

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Name of Fund Reprographics	Actual Data Last Year 2003-04	Adopted Budget This Year 2004-05	Approved Budget Next Year 2005-06
1. Total Personal Services	205,745	224,691	248,364
2. Total Materials and Services	374,648	416,376	461,500
3. Total Capital Outlay	7,756	38,300	0
4. Total Debt Service			
5. Total Transfers	14,146	25,149	19,241
6. Total Contingencies		64,808	74,825
7. Total All Other Expenditures and Requirements			
8. Total Unappropriated or Ending Fund Balance	93,636		
9. Total Requirements	695,931	769,324	803,930
10. Total Resources Except Property Taxes	695,931	769,324	803,930

Name of Fund Garage	Actual Data Last Year 2003-04	Adopted Budget This Year 2004-05	Approved Budget Next Year 2005-06
1. Total Personal Services	415,438	454,952	486,863
2. Total Materials and Services	445,557	533,440	553,490
3. Total Capital Outlay	0	0	0
4. Total Debt Service			
5. Total Transfers	101,518	121,952	118,752
6. Total Contingencies		89	53,056
7. Total All Other Expenditures and Requirements			
8. Total Unappropriated or Ending Fund Balance	36,506		
9. Total Requirements	999,019	1,110,433	1,212,161
10. Total Resources Except Property Taxes	999,019	1,110,433	1,212,161

Name of Fund Information Systems	Actual Data Last Year 2003-04	Adopted Budget This Year 2004-05	Approved Budget Next Year 2005-06
1. Total Personal Services	1,014,067	1,081,365	1,143,904
2. Total Materials and Services	539,794	568,888	621,443
3. Total Capital Outlay	49,859	157,141	60,500
4. Total Debt Service			
5. Total Transfers	6,624	10,132	9,600
6. Total Contingencies		204,292	215,612
7. Total All Other Expenditures and Requirements			
8. Total Unappropriated or Ending Fund Balance	255,141		
9. Total Requirements	1,865,485	2,021,818	2,051,059
10. Total Resources Except Property Taxes	1,865,485	2,021,818	2,051,059

Name of Fund Mapping/Technical Service	Actual Data Last Year 2003-04	Adopted Budget This Year 2004-05	Approved Budget Next Year 2005-06
1. Total Personal Services	318,144	342,603	357,829
2. Total Materials and Services	61,025	65,970	74,850
3. Total Capital Outlay	16,215	0	0
4. Total Debt Service			
5. Total Transfers	32,909	40,540	39,861
6. Total Contingencies		93,031	147,784
7. Total All Other Expenditures and Requirements			
8. Total Unappropriated or Ending Fund Balance	182,263		
9. Total Requirements	610,556	542,144	620,324
10. Total Resources Except Property Taxes	610,556	542,144	620,324

FUNDS NOT REQUIRING A PROPERTY TAX TO BE LEVIED

FORM LB-2

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Name of Fund Operations Administration	Actual Data Last Year 2003-04	Adopted Budget This Year 2004-05	Approved Budget Next Year 2005-06
1. Total Personal Services	437,521	445,388	417,756
2. Total Materials and Services	138,543	163,765	182,936
3. Total Capital Outlay	0	0	0
4. Total Debt Service			
5. Total Transfers	40,763	45,867	48,114
6. Total Contingencies		44,675	60,816
7. Total All Other Expenditures and Requirements			
8. Total Unappropriated or Ending Fund Balance	42,968		
9. Total Requirements	659,795	699,695	709,622
10. Total Resources Except Property Taxes	659,795	699,695	709,622

Name of Fund Library Trust	Actual Data Last Year 2003-04	Adopted Budget This Year 2004-05	Approved Budget Next Year 2005-06
1. Total Personal Services			
2. Total Materials and Services	71,895	74,778	82,300
3. Total Capital Outlay	0	10,000	5,000
4. Total Debt Service			
5. Total Transfers	0	80,000	0
6. Total Contingencies		52,094	41,905
7. Total All Other Expenditures and Requirements			
8. Total Unappropriated or Ending Fund Balance	159,973		
9. Total Requirements	231,868	216,872	129,205
10. Total Resources Except Property Taxes	231,868	216,872	129,205

Name of Fund Insurance Agency	Actual Data Last Year 2003-04	Adopted Budget This Year 2004-05	Approved Budget Next Year 2005-06
1. Total Personal Services	155,727	159,705	199,067
2. Total Materials and Services	5,147,993	6,857,954	6,873,749
3. Total Capital Outlay			
4. Total Debt Service			
5. Total Transfers	52,492	1,017,288	56,086
6. Total Contingencies		1,725,477	2,282,613
7. Total All Other Expenditures and Requirements			
8. Total Unappropriated or Ending Fund Balance	2,741,104		
9. Total Requirements	8,097,316	9,760,424	9,411,515
10. Total Resources Except Property Taxes	8,097,316	9,760,424	9,411,515

Name of Fund Beaverton Arts Commission	Actual Data Last Year 2003-04	Adopted Budget This Year 2004-05	Approved Budget Next Year 2005-06
1. Total Personal Services	96,874	107,895	112,961
2. Total Materials and Services	22,563	28,235	24,250
3. Total Capital Outlay			
4. Total Debt Service			
5. Total Transfers	5,884	7,050	6,583
6. Total Contingencies		86,293	82,748
7. Total All Other Expenditures and Requirements			
8. Total Unappropriated or Ending Fund Balance	92,823		
9. Total Requirements	218,144	229,473	226,542
10. Total Resources Except Property Taxes	218,144	229,473	226,542

FUNDS NOT REQUIRING A PROPERTY TAX TO BE LEVIED

FORM LB-2

Publish ONLY Completed Portion of This Page. Total Anticipated Requirements must equal Total Resources

Name of Fund	Actual Data Last Year 2003-04	Adopted Budget This Year 2004-05	Approved Budget Next Year 2005-06
Community Center Trust Fund			
1. Total Personal Services			
2. Total Materials and Services	0	0	0
3. Total Capital Outlay			
4. Total Debt Service			
5. Total Transfers	0	0	0
6. Total Contingencies		0	0
7. Total All Other Expenditures and Requirements			
8. Total Unappropriated or Ending Fund Balance			
9. Total Requirements	0	0	0
10. Total Resources Except Property Taxes	0	0	0

Name of Fund	Actual Data Last Year 2003-04	Adopted Budget This Year 2004-05	Approved Budget Next Year 2005-06
1. Total Personal Services			
2. Total Materials and Services			
3. Total Capital Outlay			
4. Total Debt Service			
5. Total Transfers			
6. Total Contingencies			
7. Total All Other Expenditures and Requirements			
8. Total Unappropriated or Ending Fund Balance			
9. Total Requirements			
10. Total Resources Except Property Taxes			

Name of Fund	Actual Data Last Year 2003-04	Adopted Budget This Year 2004-05	Approved Budget Next Year 2005-06
1. Total Personal Services			
2. Total Materials and Services			
3. Total Capital Outlay			
4. Total Debt Service			
5. Total Transfers			
6. Total Contingencies			
7. Total All Other Expenditures and Requirements			
8. Total Unappropriated or Ending Fund Balance			
9. Total Requirements			
10. Total Resources Except Property Taxes			

Name of Fund	Actual Data Last Year 2003-04	Adopted Budget This Year 2004-05	Approved Budget Next Year 2005-06
1. Total Personal Services			
2. Total Materials and Services			
3. Total Capital Outlay			
4. Total Debt Service			
5. Total Transfers			
6. Total Contingencies			
7. Total All Other Expenditures and Requirements			
8. Total Unappropriated or Ending Fund Balance			
9. Total Requirements			
10. Total Resources Except Property Taxes			

FUNDS REQUIRING A PROPERTY TAX TO BE LEVIED

FORM LB-4

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Name of Unit/Program			
City Council			
Name of Fund	Actual Data Last Year 2003-04	Adopted Budget This Year 2004-05	Approved Budget Next Year 2005-06
General			
1. Total Personal Services	1,320	1,332	1,332
2. Total Materials and Services	121,013	152,180	148,580
3. Total Capital Outlay			
4. Total Debt Service			
5. Total Transfers	17,299	15,371	13,784
6. Total Contingencies			
7. Total All Other Expenditures and Requirements			
8. Total Unappropriated or Ending Fund Balance			
9. Total Requirements	139,632	168,883	163,696
Name of Unit/Program			
Mayor's Office			
Name of Fund	Actual Data Last Year 2003-04	Adopted Budget This Year 2004-05	Approved Budget Next Year 2005-06
General			
1. Total Personal Services	1,940,778	2,192,846	2,322,901
2. Total Materials and Services	854,531	2,027,030	1,499,253
3. Total Capital Outlay	13,278	75,000	0
4. Total Debt Service			
5. Total Transfers	136,520	159,039	202,242
6. Total Contingencies			
7. Total All Other Expenditures and Requirements			
8. Total Unappropriated or Ending Fund Balance			
9. Total Requirements	2,945,107	4,453,915	4,024,396
Name of Unit/Program			
General Services			
Name of Fund	Actual Data Last Year 2003-04	Adopted Budget This Year 2004-05	Approved Budget Next Year 2005-06
General			
1. Total Personal Services	401,685	437,599	466,300
2. Total Materials and Services	61,041	81,179	123,158
3. Total Capital Outlay			
4. Total Debt Service			
5. Total Transfers	6,387	10,042	8,977
6. Total Contingencies			
7. Total All Other Expenditures and Requirements			
8. Total Unappropriated or Ending Fund Balance			
9. Total Requirements	469,113	528,820	598,435

FUNDS REQUIRING A PROPERTY TAX TO BE LEVIED

FORM LB-4

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Name of Unit/Program			
Human Resources			
Name of Fund	Actual Data	Adopted Budget	Approved Budget
General	Last Year 2003-04	This Year 2004-05	Next Year 2005-06
1. Total Personal Services	727,960	732,918	749,859
2. Total Materials and Services	159,777	236,747	226,625
3. Total Capital Outlay			
4. Total Debt Service			
5. Total Transfers	27,658	26,850	30,152
6. Total Contingencies			
7. Total All Other Expenditures and Requirements			
8. Total Unappropriated or Ending Fund Balance			
9. Total Requirements	915,395	996,515	1,006,636
Name of Unit/Program			
Finance			
Name of Fund	Actual Data	Adopted Budget	Approved Budget
General	Last Year 2003-04	This Year 2004-05	Next Year 2005-06
1. Total Personal Services	1,178,983	1,232,869	1,278,288
2. Total Materials and Services	66,117	87,367	67,765
3. Total Capital Outlay			
4. Total Debt Service			
5. Total Transfers	38,316	44,985	45,400
6. Total Contingencies			
7. Total All Other Expenditures and Requirements			
8. Total Unappropriated or Ending Fund Balance			
9. Total Requirements	1,283,416	1,365,221	1,391,453
Name of Unit/Program			
Municipal Court			
Name of Fund	Actual Data	Adopted Budget	Approved Budget
General	Last Year 2003-04	This Year 2004-05	Next Year 2005-06
1. Total Personal Services	733,158	794,249	846,485
2. Total Materials and Services	277,386	302,580	309,430
3. Total Capital Outlay	0	0	0
4. Total Debt Service			
5. Total Transfers	9,233	11,092	12,146
6. Total Contingencies			
7. Total All Other Expenditures and Requirements			
8. Total Unappropriated or Ending Fund Balance			
9. Total Requirements	1,019,777	1,107,921	1,168,061

FUNDS REQUIRING A PROPERTY TAX TO BE LEVIED

FORM LB-4

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Name of Unit/Program			
City Attorney			
Name of Fund	Actual Data Last Year 2003-04	Adopted Budget This Year 2004-05	Approved Budget Next Year 2005-06
General			
1. Total Personal Services	758,179	823,901	875,304
2. Total Materials and Services	20,930	28,750	27,355
3. Total Capital Outlay			
4. Total Debt Service			
5. Total Transfers	7,947	10,524	9,475
6. Total Contingencies			
7. Total All Other Expenditures and Requirements			
8. Total Unappropriated or Ending Fund Balance			
9. Total Requirements	787,056	863,175	912,134

Name of Unit/Program			
Police			
Name of Fund	Actual Data Last Year 2003-04	Adopted Budget This Year 2004-05	Approved Budget Next Year 2005-06
General			
1. Total Personal Services	12,915,754	14,441,348	15,305,832
2. Total Materials and Services	1,873,221	3,047,569	2,569,538
3. Total Capital Outlay	201,706	442,306	385,000
4. Total Debt Service			
5. Total Transfers	647,925	730,169	830,929
6. Total Contingencies		193,700	199,500
7. Total All Other Expenditures and Requirements			
8. Total Unappropriated or Ending Fund Balance			
9. Total Requirements	15,638,606	18,855,092	19,290,799

Name of Unit/Program			
Community Development			
Name of Fund	Actual Data Last Year 2003-04	Adopted Budget This Year 2004-05	Approved Budget Next Year 2005-06
General			
1. Total Personal Services	2,046,918	3,145,942	3,256,077
2. Total Materials and Services	136,620	185,188	173,993
3. Total Capital Outlay	0	14,500	12,500
4. Total Debt Service			
5. Total Transfers	77,279	88,905	86,814
6. Total Contingencies		48,400	44,000
7. Total All Other Expenditures and Requirements			
8. Total Unappropriated or Ending Fund Balance			
9. Total Requirements	2,260,817	3,482,935	3,573,384

FUNDS REQUIRING A PROPERTY TAX TO BE LEVIED

FORM LB-4

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Name of Unit/Program			
Engineering Department			
Name of Fund	Actual Data Last Year 2003-04	Adopted Budget This Year 2004-05	Approved Budget Next Year 2005-06
General			
1. Total Personal Services	1,483,550	1,571,508	1,397,703
2. Total Materials and Services	171,838	72,361	64,848
3. Total Capital Outlay	0	0	0
4. Total Debt Service			
5. Total Transfers	107,621	126,254	130,709
6. Total Contingencies			
7. Total All Other Expenditures and Requirements			
8. Total Unappropriated or Ending Fund Balance			
9. Total Requirements	1,763,009	1,770,123	1,593,260
Name of Unit/Program			
Public Works			
Name of Fund	Actual Data Last Year 2003-04	Adopted Budget This Year 2004-05	Approved Budget Next Year 2005-06
General			
1. Total Personal Services	802,578	889,437	936,702
2. Total Materials and Services	414,916	441,021	425,345
3. Total Capital Outlay	0	90,850	84,000
4. Total Debt Service			
5. Total Transfers	154,970	176,293	170,434
6. Total Contingencies		106,000	115,800
7. Total All Other Expenditures and Requirements			
8. Total Unappropriated or Ending Fund Balance			
9. Total Requirements	1,372,464	1,703,601	1,732,281
Name of Unit/Program			
Non Departmental (Contingency)			
Name of Fund	Actual Data Last Year 2003-04	Adopted Budget This Year 2004-05	Approved Budget Next Year 2005-06
General			
1. Total Personal Services			
2. Total Materials and Services	738,242	961,848	841,945
3. Total Capital Outlay	1,177,955	1,116,055	146,055
4. Total Debt Service	0	0	0
5. Total Transfers	2,044,773	1,551,630	1,667,251
6. Total Contingencies		3,225,888	4,978,026
7. Total All Other Expenditures and Requirements			
8. Total Unappropriated or Ending Fund Balance			
9. Total Requirements	3,960,970	6,855,421	7,633,277

AGENDA BILL

**Beaverton City Council
Beaverton, Oregon**

SUBJECT: An Ordinance Annexing One Parcel
Located at 11845 SW Walker Road to the
City of Beaverton: Annexation 2005-0006

FOR AGENDA OF: 06/20/05 **BILL NO:** 05130

Mayor's Approval: *Bob Drake*

DEPARTMENT OF ORIGIN: CDD *JMG*

DATE SUBMITTED: 06/07/05

CLEARANCES: City Attorney *ML*

Planning Services *HB*

PROCEEDING: First Reading

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

BUDGET IMPACT

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

This request is to annex one tax parcel located at 11845 SW Walker Road to the City of Beaverton. The property is approximately 0.1 acres and is developed with a single family house. The property owner has consented to the annexation and no electors reside on the property. 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 parcel 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

ORDINANCE NO. 4358

AN ORDINANCE ANNEXING ONE PARCEL LOCATED AT
11845 SW WALKER ROAD TO THE CITY OF BEAVERTON:
ANNEXATION 2005-0006

- WHEREAS,** This expedited annexation was initiated under authority of ORS 222.125, whereby the owner of the property, with no electors, has 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 properties will be withdrawn from the Washington County Urban Road Maintenance District and the Washington County Enhanced Sheriff Patrol District; and
 - b. The properties that lie within the Washington County Street Lighting District #1, if any, will be withdrawn from the district; and
 - c. The City having annexed into the Tualatin Valley Fire and Rescue District in 1995, the properties to be annexed by this Ordinance shall remain within that district; and
 - d. The territory 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 _____
Date

Second Reading and Passed _____
Date

Approved by the Mayor _____
Date

ATTEST:

APPROVED:

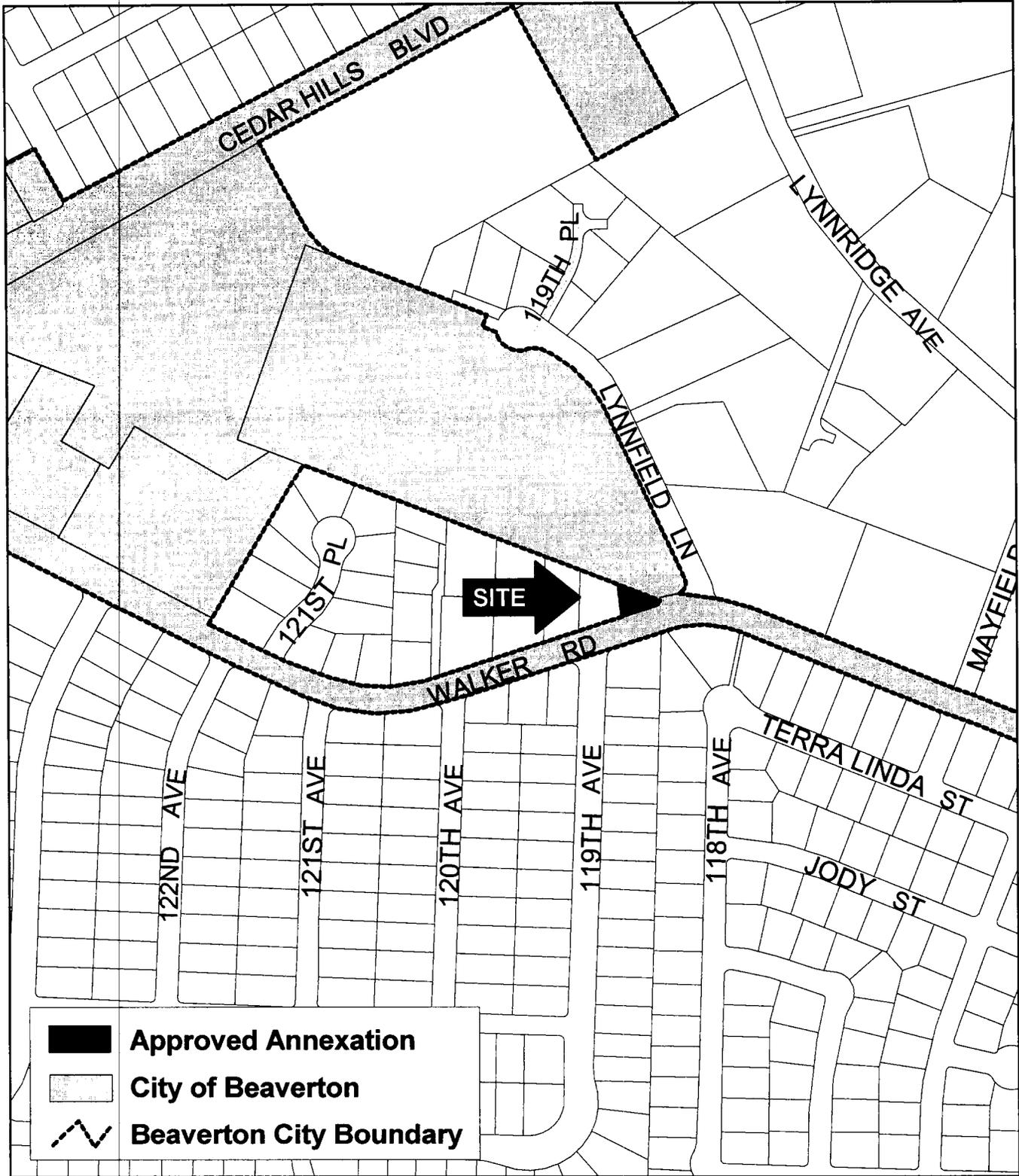
SUE NELSON, City Recorder

ROB DRAKE, Mayor

VICINITY MAP

ORDINANCE No. 4358

EXHIBIT "A"



CITY OF BEAVERTON

11845 SW Walker Road
COMMUNITY DEVELOPMENT DEPARTMENT

Planning Services Division

5/24/05
Map #
1S110BD11600



Application #
ANX2005-0006

ANNEXATION
City of Beaverton
ANX 2005-0006

That tract of land being a part of Lot 90 of STEEL'S ADDITION to Beaverton and being situated in the southeast quarter of the northwest quarter of Section 10, Township 1 South, Range 1 West, Willamette Meridian, Washington County, Oregon. Said tract of land being more particularly described as follows:

BEGINNING at the northwest corner of Fred Meiger's land on the south line of the Antonio Lassen Claim in Section 10, Township 1 South, Range 1 West, Willamette Meridian, Washington County, Oregon; THENCE, North 70°45'00" West for a distance of 175.00 feet (North 71°30' West for a distance of 175 feet, original deed); THENCE, South 06°36'56" East along the westerly line of said tract for a distance of 109.53 feet, more or less to the north right of way line of S.W. Walker Road C.R. 215 (South 07°35' East for a distance of 121 feet, original deed); Thence, North 70°44'36" East along said right of way line for a distance of 134.07 feet to a point of curvature (North 74°00' East for a distance of 161 feet, original deed); Thence, continuing along said right of way line 26.93 feet along the arc of a 317.11 foot radius curve to the right through a central angle of 4°51'58" to the Point of Beginning.

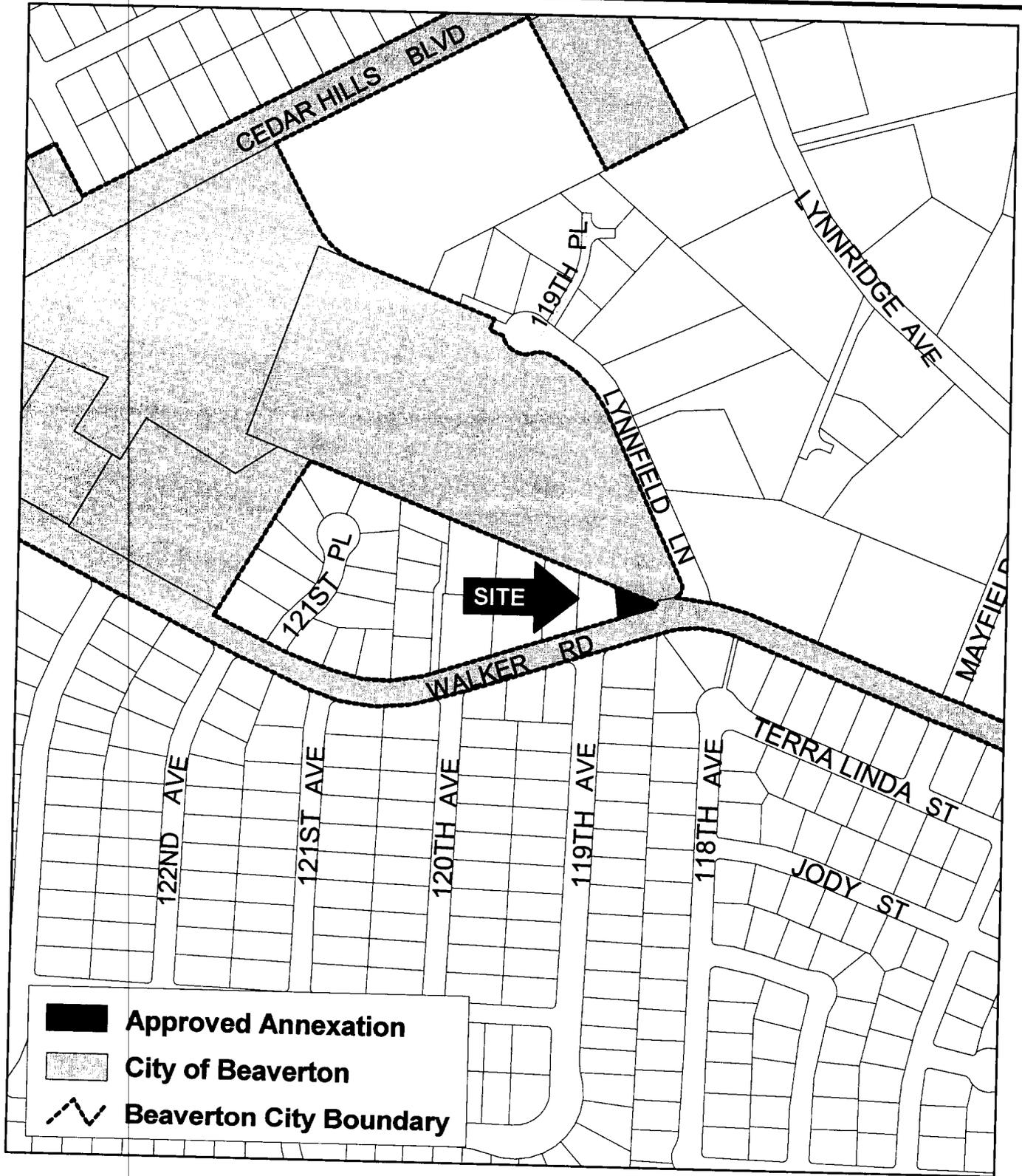
**CITY of BEAVERTON**

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

STAFF REPORT**TO:** City Council **REPORT DATE:** May 25, 2005**AGENDA****DATE:** June 20, 2005**FROM:** Community Development Department
Alan Whitworth, Senior Planner *Alan***SUBJECT:** 11845 SW Walker Road Expedited Annexation (ANX 2005-0006)**ACTIONS:** Annexation to the City of Beaverton of one parcel located at 11845 SW Walker Road. The property is shown on the attached map, identified as tax lot 1S110BD 11600, and more particularly described by the attached legal description. The annexation of the property is owner initiated (petition attached) and is being processed as an expedited annexation under ORS 222.125 and Metro Code 3.09.045.**NAC:** This property is not currently within a Neighborhood Association Committee (NAC). The Neighborhood Office is recommending that this property not be added to a NAC at this time.**AREA:** Approximately 0.1 acres**TAXABLE BM 50 ASSESSED VALUE:** \$ 68,300**ASSESSOR'S REAL MARKET VALUE:** \$ 119,390**NUMBER OF LOTS:** 1**EXISTING COUNTY ZONE:** Residential - 5 units to the acre**RECOMMENDATION**

Staff recommends the City Council adopt an ordinance annexing the referenced property, effective thirty days after the Mayor's signature or the date the ordinance is filed with the Secretary of State as specified by ORS 222.180, which ever is later.

VICINITY MAP



-  Approved Annexation
-  City of Beaverton
-  Beaverton City Boundary



CITY OF BEAVERTON

11845 SW Walker Road
COMMUNITY DEVELOPMENT DEPARTMENT
 Planning Services Division

5/24/05
 Map #
 1S110BD11600



Application #
 ANX2005-0006

BACKGROUND

The request is to annex one tax parcel located at 11845 SW Walker Road. The parcel is approximately 0.1 acres and is occupied by a single-family house. The property owner has consented to the annexation. (There are no electors residing on the parcel.) 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.

The Neighborhood Office is recommending that this property not be added to a Neighborhood Association Committee at this time.

In December, the City and Washington County entered into an Intergovernmental Agreement that established an area "A", in which the City could proceed with annexations without County consent, and an area "B", in which the City would need to obtain County consent to proceed with annexation. This proposed annexation is in area "A".

EXISTING CONDITIONS

SERVICE PROVISION:

The following analysis details the various services available to the property to be annexed. Cooperative, urban service and intergovernmental agreements affecting provision of service to the subject property are:

- The City has entered into ORS Chapter 195 cooperative agreements with Washington County, Tualatin Valley Fire and Rescue District, Tualatin Hills Parks and Recreation District, Tualatin Valley Water District and Clean Water Services.
- The City has entered into an agreement with Tualatin Valley Water District that has been designated an ORS 195.065 Urban Service Agreement by the parties. (No other ORS Chapter 195 Urban Service Agreements have been executed that would affect this decision.)
- The City has entered into an ORS Chapter 190 intergovernmental agreement with Clean Water Services.
- The City has been a party to a series of ORS Chapter 190 intergovernmental agreements "for Mutual Aid, Mutual Assistance, and Interagency Cooperation Among Law Enforcement Agencies Located in Washington County, Oregon", the last of which was signed by Beaverton Mayor Rob Drake on August 9, 2004. This agreement specifies the terms under which a law enforcement agency may provide assistance in response to an emergency situation outside its jurisdiction when requested by another law enforcement agency.

- On December 22, 2004 the City entered into an intergovernmental agreement with Washington County defining areas that the City may annex for ten years from the date of the agreement without opposition by the County. The property proposed for annexation by this application is included in the areas the City may annex without County opposition.

This action is consistent with those agreements.

POLICE: The property to be annexed currently receives police protection from the Washington County Enhanced Sheriff's Patrol District (ESPD). The property will be withdrawn from the ESPD and the City will provide police service upon annexation. In practice whichever law enforcement agency is able to respond first, to an emergency, does so in accordance with the mutual aid agreement described above.

FIRE: Tualatin Valley Fire & Rescue (TVF&R) provides fire and ambulance service to the property. The City annexed its own fire services to TVF&R in 1995. TVF&R is designated as the long-term service provider to this area.

SEWER: There currently is an 8-inch sanitary sewer line in the intersection of SW Walker Road and SW 119th Avenue that is available to serve this property. Upon annexation the City will be responsible for billing.

WATER: Tualatin Valley Water District (TVWD) provides water service to the area. ORS 222.520 allows cities to assume water service responsibilities when annexing less than an entire district. However, the City entered into an intergovernmental agreement with TVWD in 2002 that we would not withdraw property from the District when we annex it. TVWD will continue to provide service, maintenance and perform billing.

STORM WATER DRAINAGE: The property currently has adequate drainage, if the property redevelops, storm drainage will be reviewed as part of the development review process. Upon annexation, billing responsibility will transfer to the City.

STREETS and ROADS: Access to this property is via SW Walker road, which is a County maintained arterial road.

PARKS and SCHOOLS: The proposed annexation is within both the Beaverton School District and the Tualatin Hills Parks and Recreation District. Neither services nor district boundaries associated with these districts will be affected by the proposed annexation.

**PLANNING,
ZONING and
BUILDING:**

Washington County currently provides long-range planning, development review and building inspection for the property. Upon annexation, the City will provide those services. Pursuant to the Urban Planning Area Agreement (UPAA) between the City and County, City Comprehensive Plan and Zoning Designations should be applied to this parcel in a separate action within six months of annexation.

PUBLIC INVOLVEMENT

Consistent with Metro Code Section 3.09.045, the City will send notice of the proposed annexation on or before May 24, 2005 (20 days prior to the agenda date) to all necessary parties including Washington County, Metro, affected special districts and County service districts. Additionally, the City sent notice to the following parties:

- Debbie M. Potter Cole, P.O. Box 91482, Portland, OR, 97291, the property owner; and,
- The Central Beaverton Neighborhood Association Committee and the Cedar Hills/Cedar Mill Citizen Participation Organization; interested parties as set forth in City Code Section 9.06.035.

The notice and a copy of this staff report will be posted on the City's web page.

CRITERIA FOR APPROVAL

REGIONAL ANNEXATION CRITERIA:

In December 1998 the Metro Council adopted Metro Code Chapter 3.09 (Local Government Boundary Changes). Metro Code Section 3.09.050 includes the following minimum criteria for annexation decisions:

3.09.050 (d) An approving entity's final decision on a boundary change shall include findings and conclusions addressing the following criteria:

- (1) Consistency with directly applicable provisions in an urban services provider agreement or annexation plan adopted pursuant to ORS 195.065;

Findings: This staff report addresses the provision of services in detail and the provision of these services is consistent with cooperative agreements between Beaverton and the service providers. The City has not yet entered into an urban services provider agreement under ORS 195.065 that relates to all potential urban service providers in and around the city, although

discussion with other urban services providers on the content of an agreement have occurred sporadically over the last several years, and the City has proposed an agreement that is acceptable to most of the parties. Because a comprehensive urban service agreement has not been completed, it is not possible to consider adoption of an annexation plan. The City has entered into one agreement that has been designated an ORS 195.065 Urban Service Agreement with Tualatin Valley Water District and this proposed action is consistent with that agreement, as explained in the findings above under existing conditions relating to water service .

As previously noted, On December 22, 2004 the City entered into an intergovernmental agreement with Washington County, titled the "Beaverton-Washington County Intergovernmental Agreement Interim Urban Services Plan" defining areas that the City may annex for ten years from the date of the agreement without opposition by the County, and referencing ORS 195.065(1). The property proposed for annexation by this application is within the ten year annexation area. No other ORS Chapter 195 Urban Service Agreements have been executed that would affect this proposed annexation.

(2) Consistency with directly applicable provisions of urban planning or other agreements, other than agreements adopted pursuant to ORS 195.065, between the affected entity and a necessary party;

Findings: The City has entered into an ORS Chapter 190 intergovernmental agreement with Clean Water Services, which was updated as of July 1, 2004. Exhibit 'A' to the new agreement defines areas within the "Beaverton Area of Assigned Service Responsibility" where, subsequent to annexation, specified maintenance responsibilities for sanitary sewer lines under 24 inches in diameter and for certain storm drainage facilities and surface water management functions would transfer to the City of July 1 of any year if so requested by the City by January 1 of that year. This property is currently served by an 8-inch sanitary sewer line in Walker Road, which is maintained by the City of Beaverton. No storm sewer lines are included as part of this annexation. The above mentioned agreement does not apply to this annexation.

The acknowledged Washington County - Beaverton Urban Planning Area Agreement (UPAA) does not contain provisions directly applicable to City decisions regarding annexation. The UPAA does address actions to be taken by the City after annexation, including annexation related Comprehensive Plan Land Use Map amendments and rezones. These actions will occur through a separate process.

(3) Consistency with specific directly applicable standards or criteria for boundary changes contained in comprehensive land use plans and public facilities plans;

Findings: Comprehensive Plans: The only relevant policy of the City of Beaverton's Comprehensive Plan is Policy 5.3.1.d, which states "The City shall seek to eventually incorporate its entire Urban Services Area." The subject territory is within Beaverton's Assumed Urban Services Area, which is Figure V-1 of the City of Beaverton's Acknowledged Comprehensive Plan.

After reviewing the Washington County Comprehensive Framework Plan for the Urban Area on the County's web site (reflecting changes through County Ordinance No. 598) as well as ordinances adopted subsequently up to the date of this staff report that amended the Comprehensive Framework Plan, staff finds that the following provisions may be applicable to this proposed annexation:

- ***A paragraph in the "County-Wide Development Concept" at the beginning of the Comprehensive Framework Plan which states:***

As development occurs in accordance with this development concept, issues of annexation or incorporation may arise. Annexation or incorporation issues will necessarily relate to various other planning issues such as community identity, fiscal impacts of growth and service provision, coordination between service providers to achieve efficiencies and ensure availability, etc. As such issues arise; the County should evaluate community identity as an issue of equal importance with public service provision issues when developing policy positions on specific annexation or incorporation proposals.

Staff views this statement as direction to the County itself in how to evaluate annexation proposals, and not guidance to the City regarding this specific proposal. As a necessary party, the County has an opportunity to comment on and appeal this proposed boundary change if they believe the boundary change is inconsistent with the approval criteria (see Metro Code section 3.09).

- ***Policy 15 of the Comprehensive Framework Plan, relating to Roles and Responsibilities for Serving Growth, says:***

It is the policy of Washington County to work with service providers, including cities and special service districts, and Metro, to ensure that facilities and services required for growth will be provided when needed by the agency or agencies best able to do so in a cost effective and efficient manner.

Two implementing strategies under Policy 15 that relate to annexation state:

The County will:

- f. If appropriate in the future, enter into agreements with service providers which address one or more of the following:
 - 3. Service district or city annexation**
- g. Not oppose proposed annexations to a city that are consistent with an urban service agreement or a voter approved annexation plan.*

The City of Beaverton, Washington County and the other urban service providers for the subject area have been working off and on for several years to arrive at an urban service area agreement for the Beaverton area pursuant to ORS 195.065 that would be consistent with Policy 15 and the cited implementing strategies. Unfortunately, although most issues have been resolved, a few issues remain between the County and the City that have prevented completion of the agreement. These issues do not relate to who provides services or whether they can be provided when needed in an efficient and cost effective manner so much as how the transfer of service provision responsibility occurs, particularly the potential transfer of employees and equipment from the County to the City. As previously noted the County and the City have entered into an intergovernmental agreement that sets an interim urban services plan area in which the County commits to not oppose annexations by the City.

Staff has reviewed other elements of the County Comprehensive Plan, particularly the Cedar Hills/Cedar Mill Community Plan that includes the subject property, and was unable to identify any provision relating to this proposed annexation.

Public Facilities Plans: The City's public facilities plan consists of the Public Facilities and Services Element of the Comprehensive Plan, the Transportation Element of the Comprehensive Plan, the City's Capital Improvements Plan, and the most recent versions of master plans adopted by providers of the following facilities and services in the City: storm water drainage, potable water, sewerage conveyance and processing, parks and recreation, schools and transportation. Where a service is provided by a jurisdiction other than the City, by adopting the master plan for that jurisdiction as part of its public facilities plan, the City has essentially agreed to abide by any provisions of that master plan. No relevant urban services as defined by Metro Code Section 3.09.020(m) will change subsequent to this annexation.

Staff could not identify any provisions in the Washington County Public Facilities Plan relevant to this proposed annexation.

- (4) Consistency with specific directly applicable standards or criteria for boundary changes contained in the Regional Framework Plan or any functional plan;

Findings: The Regional Framework Plan (which includes the RUGGOs and the Urban Growth Management Functional Plan) does not contain policies or criteria directly applicable to annexation decisions of this type.

- (5) Whether the proposed change will promote or not interfere with the timely, orderly and economic provisions of public facilities and services;

Findings: The Existing Conditions section of this staff report contains information addressing this criterion in detail. The proposed annexation will not interfere with the provision of public facilities and services. The provision of public facilities and services is prescribed by urban services provider agreements and the City's capital budget.

- (6) The territory lies within the Urban Growth Boundary; and

Findings: The property lies within the Urban Growth Boundary.

- (7) Consistency with other applicable criteria for the boundary change in question under state and local law.

Findings: OAR 660-001-0310 states "A city annexation made in compliance with a comprehensive plan acknowledged pursuant to ORS 197.251(1) shall be considered by Land Conservation and Development Commission to have been made in accordance with the goals...". Compliance with the Comprehensive Plan was addressed in number 3 above. The applicable Comprehensive Plan policy cited under number 3 above was acknowledged pursuant to Department of Land Conservation and Development Order 001581 on December 31, 2003, meaning it became unnecessary for the City to address the Statewide Planning Goals after that date in considering proposed annexations. There are no other criteria applicable to this boundary change in State Law or local ordinances. The City of Beaverton does have Annexation Policies (attached) adopted by resolution and this proposed annexation is consistent with those policies. Staff finds this voluntary annexation with no associated development or land use approvals is consistent with State and local laws for the reasons stated above.

3.09.050 (g) Only territory already within the defined Metro Urban Growth Boundary at the time a petition is complete may be annexed to a city or included in

territory proposed for incorporation into a new city. However, cities may annex individual tax lots partially within and without the Urban Growth Boundary.

Findings: This criterion is not applicable to this application because the territory in question has been inside of the Portland Metro Urban Growth Boundary since the boundary was created.

Attachments: Annexation Petition
Legal Description
City Annexation Policies

ANNEXATION PETITION



CITY OF BEAVERTON
 COMMUNITY DEVELOPMENT DEPARTMENT
 PLANNING SERVICES
 4755 S.W. GRIFFITH DRIVE
 P.O. BOX 4755
 BEAVERTON, OR 97076-4755
 PHONE: (503) 350-4039

PETITION FOR A CONSENT ANNEXATION

PURSUANT TO ORS 222.125

RECEIVED
 MAY 19 2005
 COMMUNITY DEVELOPMENT DEPT.

PLEASE USE ONE PETITION PER TAX LOT

FOR OFFICE USE	FILE NAME: <u>ANX 2005-0006</u>
	FILE NUMBERS: <u>11845 SW Walker Rd Property Annexation</u>

MUST BE SIGNED BY ALL OWNERS. IF THE OWNER IS A CORPORATION OR AN ESTATE THE PERSON SIGNING MUST BE AUTHORIZED TO DO SO. MUST ALSO BE SIGNED BY NOT LESS THAN 50 PERCENT OF ELECTORS (REGISTERED VOTERS), IF ANY, RESIDING ON THE PROPERTY.

PROPERTY INFORMATION

MAP & TAX LOT	STREET ADDRESS (IF ASSIGNED)	# OF OWNERS	# OF RESIDENT VOTERS	# OF RESIDENTS
<u>1S1108B 11600</u>	<u>11845 SW Walker Road, Beaverton, OR 97005</u>	<u>1</u>	<u>0</u>	<u>0</u>

CONTACT PERSON USE MAILING ADDRESS FOR NOTIFICATION

<u>Debbie M. Potter Cole</u>	<u>—</u>	<u>503-617-1477</u>
PRINT OR TYPE NAME	BUSINESS NAME	PHONE #
<u>P.O. Box 91482, Portland, OR 97291</u>		
ADDRESS		

SIGNATURES OF OWNERS AND ELECTORS CONSENTING TO ANNEXATION (CONTINUED ON BACK)

<u>Debbie M. Potter Cole</u>	<u>Debbie M. Potter Cole</u>	<u>5-17-05</u>	<input checked="" type="checkbox"/> OWNER
PRINT OR TYPE NAME	SIGNATURE	DATE	<input type="checkbox"/> ELECTOR
<u>P.O. Box 91482, Portland, OR 97291</u>			
MAILING ADDRESS IF DIFFERENT FROM PROPERTY ADDRESS			

LEGAL DESCRIPTION

ANNEXATION

City of Beaverton

ANX 2005-0006

That tract of land being a part of Lot 90 of STEEL'S ADDITION to Beaverton and being situated in the southeast quarter of the northwest quarter of Section 10, Township 1 South, Range 1 West, Willamette Meridian, Washington County, Oregon. Said tract of land being more particularly described as follows:

BEGINNING at the northwest corner of Fred Meiger's land on the south line of the Antonio Lassen Claim in Section 10, Township 1 South, Range 1 West, Willamette Meridian, Washington County, Oregon; THENCE, North 70°45'00" West for a distance of 175.00 feet (North 71°30' West for a distance of 175 feet, original deed); THENCE, South 06°36'56" East along the westerly line of said tract for a distance of 109.53 feet, more or less to the north right of way line of S.W. Walker Road C.R. 215 (South 07°35' East for a distance of 121 feet, original deed); Thence, North 70°44'36" East along said right of way line for a distance of 134.07 feet to a point of curvature (North 74°00' East for a distance of 161 feet, original deed); Thence, continuing along said right of way line 26.93 feet along the arc of a 317.11 foot radius curve to the right through a central angle of 4°51'58" to the Point of Beginning.

ANNEXATION POLICY

RESOLUTION NO. 3785

A RESOLUTION ESTABLISHING CITY OF BEAVERTON URBAN SERVICE AREA AND CORPORATE LIMITS ANNEXATION POLICIES

WHEREAS, the City of Beaverton presently has no defined policies regarding annexation of adjacent urban unincorporated areas, including unincorporated islands; and

WHEREAS, the City's progress toward annexing its assumed urban services area has been slow; and

WHEREAS, previous incremental annexations have resulted in City limits that are odd and create confusion about their location, with many unincorporated "islands" surrounded by properties within the City; and

WHEREAS, the City desires to create more logical boundaries and create complete incorporated neighborhoods; and

WHEREAS, a more assertive policy toward annexation of certain types of properties could improve the City's ability to provide services to its residents efficiently and at a reasonable cost; and

WHEREAS, a more assertive annexation policy could result in more City control of development in adjacent unincorporated areas that could affect the City; and

WHEREAS, the Washington County 2000 policy is to have all urban unincorporated areas annexed by cities over time; now, therefore,

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

Council directs the Mayor to pursue the annexation of properties in adjacent urban unincorporated areas in accordance with the policies in Attachment A to this resolution.

Adopted by the Council this 1st day of November, 2004.

Approved by the Mayor this 2ND day of NOVEMBER 2004.

Ayes: 4

Nays: 0

ATTEST:


SUE NELSON, City Recorder

APPROVED:


ROB DRAKE, Mayor

City of Beaverton Urban Service Area and Corporate Limits Annexation Policies

A. City of Beaverton Urban Service Area Policy

The City remains committed to annexing its urban services area over time, but the City will be selective regarding the methods of annexation it chooses to use. The City of Beaverton prefers to avoid use of annexation methods that may force annexation against the will of a majority of voters in larger unincorporated residential neighborhoods. The City is, however, open to annexation of these areas by other means where support for annexation is expressed, pursuant to a process specified by State law, by a majority of area voters and/or property owners. The City is open to pursuing infrastructure/service planning for the purposes of determining the current and future needs of such areas and how such areas might best fit into the City of Beaverton provided such unincorporated residents pursue an interest of annexing into the City.

B. City of Beaverton Corporate Limits Policy

The City of Beaverton is committed to annexing those unincorporated areas that generally exist inside the City's corporate limits. Most of these areas, known as "islands", generally receive either direct or indirect benefit from City services. The Washington County 2000 Policy, adopted in the mid-1980s, recognizes that the County should not be a long-term provider of municipal services and that urban unincorporated areas including unincorporated islands should eventually be annexed to cities. As such, primarily through the use of the 'island annexation method', the City's objectives in annexing such areas are to:

- Minimize the confusion about the location of City boundaries for the provision of services;
- Improve the efficiency of city service provision, particularly police patrols;
- Control the development/redevelopment of properties that will eventually be within the City's boundaries;
- Create complete neighborhoods and thereby eliminate small pockets of unincorporated land; and
- Increase the City's tax base and minimize increasing the City's mill rate.

In order to achieve these stated objectives, the City chooses to generally pursue the following areas for 'island annexation' into the City of Beaverton:

- Undeveloped property zoned for industrial, commercial uses or mixed uses;
- Developed or redevelopable property zoned for industrial, commercial or mixed uses;
- Undeveloped or redevelopable property zoned for residential use;
- Smaller developed property zoned residential (within a neighborhood that is largely incorporated within the City of Beaverton).

AGENDA BILL

**Beaverton City Council
Beaverton, Oregon**

SUBJECT: An Ordinance Annexing One Parcel
Located at 14615 SW Walker Road to the
City of Beaverton: Annexation 2005-0005

06/20/05
FOR AGENDA OF: ~~06/13/05~~ **BILL NO:** 05114

Mayor's Approval: *[Signature]*

DEPARTMENT OF ORIGIN: CDD *[Signature]*

DATE SUBMITTED: 5/26/05

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

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

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

BUDGET IMPACT

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

This request is to annex one tax parcel located at 14615 SW Walker Road to the City of Beaverton. The property is approximately 0.35 acres and is developed with two single family houses. The property owner has consented to the annexation and no electors reside on the property. 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 parcel 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, which ever is later.

RECOMMENDED ACTION:

First Reading

ORDINANCE NO. 4357

AN ORDINANCE ANNEXING ONE PARCEL LOCATED AT
14615 SW WALKER ROAD TO THE CITY OF BEAVERTON:
ANNEXATION 2005-0005

WHEREAS, This expedited annexation was initiated under authority of ORS 222.125, whereby the owner of the property, with no electors, has 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, which ever 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 properties will be withdrawn from the Washington County Urban Road Maintenance District and the Washington County Enhanced Sheriff Patrol District ; and
- b. The properties that lie within the Washington County Street Lighting District #1, if any, will be withdrawn from the district; and
- c. The City having annexed into the Tualatin Valley Fire and Rescue District in 1995, the properties to be annexed by this Ordinance shall remain within that district; and
- d. The territory 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 June 13, 2005
Date

Second Reading and Passed _____
Date

Approved by the Mayor _____
Date

ATTEST:

APPROVED:

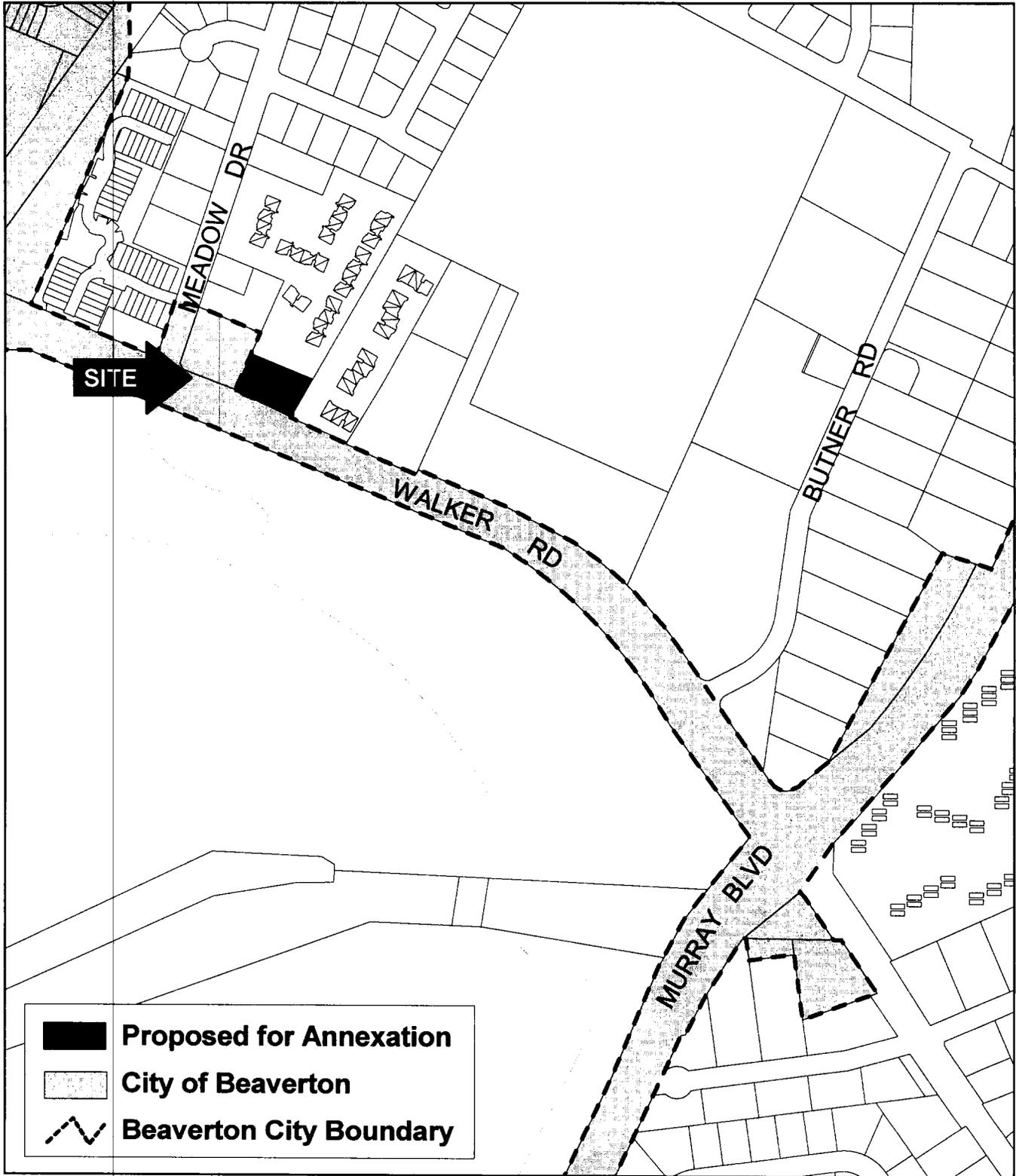
SUE NELSON, City Recorder

ROB DRAKE, Mayor

VICINITY MAP

ORDINANCE No. 4357

EXHIBIT "A"



CITY OF BEAVERTON

14615 SW Walker Road

COMMUNITY DEVELOPMENT DEPARTMENT

Planning Services Division

5/24/05

Map #

1S105AD04800



Application #

ANX2005-0005