



RESOLUTION 2005-047

A RESOLUTION AMENDING THE INTERGOVERNMENTAL AGREEMENT FORMING THE TUALATIN BASIN NATURAL RESOURCES COORDINATING COMMITTEE FOR GOAL 5 PROGRAM IMPLEMENTATION

WHEREAS, Resolution 2003-037 authorized the City to enter into an intergovernmental agreement (IGA) to form the Tualatin Basin Partners to develop a Statewide Planning Goal 5 habitat resource program consistent with Metro's resource inventory and policies; and

WHEREAS, the primary responsibilities set forth under Section 1 of the formation IGA have been honored and fulfilled; and

WHEREAS, the Tualatin Basin Partners, via the Natural Resources Coordinating Committee (NRCC) and Steering Committee, has completed the alternatives analysis and adopted a recommended program (Exhibit B) for protection of fish and wildlife for the Tualatin Basin on April 4, 2005, which included the continuation of the Tualatin Basin Partners to provide on-going recommendations and natural resource protection, restoration, and improvements to fish and wildlife habitat; and

WHEREAS, the Tualatin Basin Partners NRCC approved a new (amended) IGA (Exhibit A) on July 11, 2005 to initiate the protection program implementation phase; and

WHEREAS, pursuant to Section 7 of the original formation agreement, amendments require review and approval by the governing bodies of 2/3 of all voting member governments;

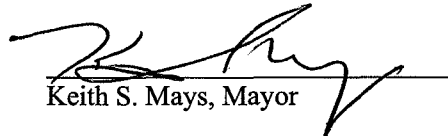
NOW, THEREFORE, THE CITY RESOLVES AS FOLLOWS:

Section 1. The Mayor is hereby authorized to sign the amended Intergovernmental Agreement which is attached as Exhibit A.

Section 2. The Planning Supervisor is directed to forward a signed copy of the resolution to Washington County, who is the project manager for this watershed based process.

Section 3. This resolution shall be effective upon its approval and adoption.

Duly passed by the City Council this 16th day of August 2005.


Keith S. Mays, Mayor

ATTEST:

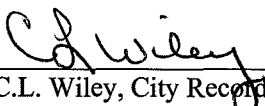

C.L. Wiley, City Recorder

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

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

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

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

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

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

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

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

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

WHEREAS, Metro and TBNRCC entered into an intergovernmental agreement, ("Metro-TBNRCC IGA") approved by the TBNRCC on June 10, 2002, and by the Metro Council by Resolution No. 02-3195 on May 16, 2002 and amended by a First Addendum approved by TBNRCC on May 5, 2003 and by the Metro Council by Resolution 03-3332 on May 15, 2003, Resolution 2005-047

INTERGOVERNMENTAL AGREEMENT ON ORGANIZATION AND FUNCTION OF THE TBNRCC (as approved by TBNRCC action - July 11, 2005)

August 16, 2005

Page 2 of 9

and by a Second Addendum approved by TBNRCC on April 4, 2005 and by Metro Council by Resolution 05- on , 2005;

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

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

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

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

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

1. Formation; Scope of Authority

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

1.1 Expend funds contributed by the parties to this joint Tualatin Basin response to implement the Tualatin Basin Fish and Wildlife Habitat Protection Program or other intergovernmental natural resource related programs or projects deemed of mutual interest and which would benefit from cooperative action by the respective parties to this agreement.

1.2 Select and enter into contracts with consultants and other parties necessary to implement the Tualatin Basin Fish and Wildlife Habitat Protection Program or other intergovernmental natural

Resolution 2005-047

INTERGOVERNMENTAL AGREEMENT ON ORGANIZATION AND FUNCTION OF THE TBNRCC (as approved by TBNRCC action – July 11, 2005)

August 16, 2005

Page 3 of 9

resource related programs or projects deemed of mutual interest and which would benefit from cooperative action by the respective parties to this agreement, subject to compliance with the Washington County public contracting rules and regulations.

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

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

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

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

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

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

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

Notwithstanding the provisions of this Agreement, CWS has certain unique responsibilities and duties under the federal Clean Water Act that are detailed in Exhibit A that affect its relationship with the TBNRCC. Additionally, the TBNRCC shall not have authority, delegated or otherwise, to adopt final land use decisions on behalf of, or binding upon, any Basin government.

2. Governance

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

Resolution 2005-047

INTERGOVERNMENTAL AGREEMENT ON ORGANIZATION AND FUNCTION OF THE TBNRCC (as approved by TBNRCC action – July 11, 2005)

August 16, 2005

Page 4 of 9

addition, the Metro Council may appoint from among its members two ex-officio non-voting members to the TBNRCC.

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

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

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

3. Funding

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

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

4. Other members

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

5. Responsibilities of Participating TBNRCC Members

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

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

Resolution 2005-047

INTERGOVERNMENTAL AGREEMENT ON ORGANIZATION AND FUNCTION OF THE TBNRCC (as approved by TBNRCC action – July 11, 2005)

August 16, 2005

Page 5 of 9

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

5.3 Within one year after the Metro Council's final decision to make the Tualatin Basin Fish and Wildlife Habitat Protection Program part of its regional Goal 5 program by reference in the Urban Growth Management Functional Plan, or as soon as possible thereafter if its charter or other notice and hearing requirements prevent final action within one year, each city and county Basin government shall adopt, adopt with amendments, or reject proposed ordinances amending their comprehensive plans, land use regulations or any other program or regulation necessary to implement the Tualatin Basin Fish and Wildlife Habitat Protection Program. Nothing in this Agreement or the Metro-TBNRCC IGA shall obligate any Basin government to adopt the proposed ordinances or other programs or regulations necessary to implement the adopted Metro functional plan provisions. However, each Basin government shall adopt findings explaining its decision to reject or vary from the Tualatin Basin Fish and Wildlife Habitat Protection Program. Failure to adopt ordinances or other programs or actions necessary to implement the Tualatin Basin Fish and Wildlife Habitat Protection Program may result in a determination by Metro that plans or land use regulations do not substantially comply with the Metro Urban Growth Management Functional Plan and Statewide Planning Goal 5.

6. Term

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

Resolution 2005-047

INTERGOVERNMENTAL AGREEMENT ON ORGANIZATION AND FUNCTION OF THE TBNRCC (as approved by TBNRCC action – July 11, 2005)

August 16, 2005

Page 6 of 9

7. Amendment

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

8. Miscellaneous

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

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

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

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

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

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

8.7 If any terms or provisions of this Agreement or the application thereof to any person or circumstance shall, to any extent, be determined by a court to be invalid or unenforceable, the

remainder of this Agreement and the application of those terms and provisions shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

9. Effective Date

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

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

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

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

CITY OF SHERWOOD

By: _____

Title: _____

Date: _____

EXHIBIT A
AUTHORITY AND RESPONSIBILITY OF CLEAN WATER SERVICES

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

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

BEFORE THE TUALATIN BASIN NATURAL RESOURCES
COORDINATING COMMITTEE

In the Matter of Adopting Goal 5 Program)
Recommendations and Supporting ESEE) Resolution and Order No. 2005-01
Analysis for Submittal to Metro)

THIS MATTER having come before the Tualatin Basin Natural Resources Coordinating Committee for action on March 28, 2005:

WHEREAS, Washington County together with ten cities and two special service districts (collectively "Basin governments") within the Tualatin River Basin have entered into an intergovernmental agreement pursuant to ORS 190.010 - 190.110 forming the Tualatin Basin Natural Resources Coordinating Committee ("TBNRCC"); and

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

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

WHEREAS, the Metro-TBNRCC IGA contemplates that the TBNRCC will conduct a Goal 5 analysis of the Metro regionally significant fish and wildlife habitat resources within the Tualatin Basin and recommend programs for protection of those resources to the Metro Council; and

WHEREAS, pursuant to the Metro-TBNRCC IGA, the TBNRCC adopted and delivered to Metro in April 2004 an interim ESEE analysis, including recommended "Allow/Limit/Prohibit" determinations for the proposed regional resources in the Tualatin Basin, together with supporting record materials from the public hearings leading to the adoption of the interim ESEE;

WHEREAS, the TBNRCC staff, including the Tualatin Basin Steering Committee consisting of staff from the Basin governments and consultants, then developed a draft program recommendation, coordinated with Metro and provided public outreach, including additional open houses and notice of a public hearing by the TBNRCC on the program recommendation, which hearing was held August 2, 2004; and

WHEREAS, Metro Councilors Carl Hosticka and Susan McLain have regularly participated in monthly meetings of the TBNRCC as ex-officio members, and Metro staff

has coordinated closely with TBNRCC staff, facilitating the TBNRCC's consideration of Metro's regional ESEE analysis and program work; and

WHEREAS, in deliberation following the August 2 hearing members of the TBNRCC expressed concern with proceeding to a program decision without further analysis and assurance of consistency with Metro's regional process; and

WHEREAS, Metro in October 2004 began consideration of a revised direction for protection of fish and wildlife habitat that would rely less heavily on regulation and more on new revenue sources and voluntary efforts; and

WHEREAS, the Metro Council in December 2004 adopted Resolution No. 04-3506A, revising Metro's preliminary Allow/Limit/Prohibit decision and directing development of a program that relies on a balanced regulatory and incentive-based approach; and

WHEREAS, the TBNRCC met on January 17 and February 14, 2005, to consider Metro's revised direction and the implications of Ballot Measure 37, approved by voters on November 2, 2004; and

WHEREAS, the TBNRCC directed staff to revise the program proposed in August 2004, to rely primarily on Clean Water Services regulations for its regulatory component in strictly-limit areas, and to rely primarily on revenue and voluntary incentives for limitation of conflicting uses in moderately- and lightly-limit areas; and

WHEREAS, the TBNRCC staff has presented the TBNRCC on March 28 with a revised Allow/Limit/Prohibit ("ALP") map, attached hereto as Attachment A and incorporated herein by reference; a revised program recommendation consisting of an overview matrix and seven-chapter Program Report, attached hereto as Attachment B and incorporated herein by reference; and a Part 2 supplement to the Interim Draft ESEE decision, attached hereto as Attachment C and incorporated herein by reference; and

WHEREAS the TBNRCC met and deliberated on March 28th and continued deliberations to April 4th, and

WHEREAS, for the reasons set forth therein, the Tualatin Basin Draft Interim ESEE as modified by the Part 2 ESEE attached hereto as Attachment C, and the revised ALP maps attached hereto as Attachment A, contain all of the area identified as fish and wildlife habitat in Metro's preliminary regional resource inventory, together with impact areas that reflect the effect all urban development may have on the regional resources, regardless of proximity to the resource; and

WHEREAS, in balancing protection of the regional resources and limitation of conflicting uses, the TBNRCC concludes that the greatest protection should generally be provided within and immediately adjacent to the banks of streams where the highest value Class I and Class II Riparian Resources are located; and

WHEREAS, the regulations of Clean Water Services ("CWS"), as embodied in vegetated corridor requirements of CWS's Design and Construction Standards, together with existing local government Goal 5 programs, will provide adequate protection of areas designated "strictly-limit" in the ALP maps, such that the recommended program to protect regional resources in the Tualatin Basin does not require a significant body of new land use regulations, but instead requires continued close coordination between CWS and the cities and county to assure that CWS's regulations effectively protect the regional resources, and that land use regulations allow the sort of voluntary and incentive-based choices to limit conflicting uses described in the program report for moderately-limit and lightly-limit areas; and

WHEREAS, the process that has led to action by the TBNRCC recommending a program to Metro has been conducted with extensive citizen involvement, including coordination with Metro public outreach process, separate notices for the TBNRCC hearings in 2004, and regular public participation at meetings of the Steering Committee and TBNRCC, all in compliance with State Goal 1 and Regional Framework Plan ("RFP") Policy 1.13; and

WHEREAS, Metro and TBNRCC have coordinated closely with one another in part to assure that regional Goal 5 resource programs would take advantage of the unique coordination already in place in Washington County among cities, the county and special districts, including CWS and THPRD, all in compliance with State Goal 2; and

WHEREAS, protection of regional resources through a balanced program of regulation, revenue, and incentives helps assure the development of a compact urban form that enhances livability as density increases, relieving pressure for expansion of the urban growth boundary and thereby protecting farm and forest lands outside the UGB, in compliance with State Goals 3 and 4; and

WHEREAS, the ESEE analysis and Program Report provide an extensive factual basis for considering the importance of the inventoried resources, the nature and value of conflicting uses, and the basis for a reasoned decision to limit conflicting uses to varying degrees, consistent with Goal 5 and the Goal 5 administrative rules; and

WHEREAS, any new land use regulations to implement the program can be expressed as clear and objective standards, but may be supplemented by optional regulations that allow greater flexibility, in compliance with State Goal 5; and

WHEREAS, the work of the TBRCC continues to build on the work done earlier in the Basin to implement the water quality and flood control provisions of Metro Title 3, and thus remains in compliance with State Goals 6 and 7; and

WHEREAS, the participation of Tualatin Hills Parks and Recreation as a member of TBNRCC has helped assure awareness of the recreational needs of the citizens of the Basin, in compliance with State Goal 8; and

WHEREAS, the decisions in the ESEE analysis and Program Report to limit certain conflicting uses less strictly than others, based upon the social and economic importance of the conflicting use, are in compliance not only with the Goal 5 administrative rule but with Goals 9, 10, 11 and 12; and

WHEREAS, the recommendation to reconsider areas near the urban growth boundary as they come into the UGB is in compliance with Goal 14; and

WHEREAS, the impacts of conflicting uses may be limited not just through regulation, but through diminishment of potential conflicts through such mechanisms as conservation easements, revegetation projects, voluntary low-impact development design, and education; and

WHEREAS, the expenditure of funds for fish and wildlife habitat improvement as described in the Program Report, in combination with new and existing regulations, will conserve and protect the resources and, over time, lead to restoration of a continuous ecologically viable streamside corridor system, as provided in the Metro-TBNRCC IGA; now, therefore, based on the foregoing findings,

IT IS HEREBY RESOLVED AND ORDERED that the revised ALP Maps attached hereto as Attachment A, and the Program Report attached hereto as Attachment B, are hereby adopted as the recommended program for protection of fish and wildlife habitat regional resources in the Tualatin Basin, to be submitted to the Metro Council for inclusion in the Metro functional plan as the regional resource program for the resources in the Tualatin Basin, together with the supporting Interim Draft ESEE Analysis adopted by TBNRCC R&O 2004-1, as modified by the "ESEE Part 2" attached hereto as Attachment C; and it is

FURTHER RESOLVED AND ORDERED that the TBNRCC staff prepare the record of proceedings by the TBNRCC in reaching its ESEE and program recommendations, to be submitted to the Metro Council, together with any needed additional documentation such as proposed supplemental findings or reports, for inclusion in Metro's record in adopting a regional resource program decision.

DATED this 4th day of April, 2005.

TUALATIN BASIN NATURAL RESOURCES COORDINATING COMMITTEE

By: Tom Berman

Title: Chairman