

 **Metro** | *Agenda*

Meeting: Metro Council
Date: Thursday, May 19, 2011
Time: 2 p.m.
Place: Metro Council Chambers

CALL TO ORDER AND ROLL CALL

1. INTRODUCTIONS

2. CITIZEN COMMUNICATIONS

3. REACHING AND EMPOWERING ALL PEOPLE (REAP) PRESENTATION

4. CONSENT AGENDA

4.1 Consideration of the Minutes for May 12, 2011

4.2 **Resolution No. 11-4263**, For the Purpose of Confirming the Council President's Appointment of Heidi Guenin as a Citizen Representative the Transportation Policy Alternatives Committee (TPAC) for 2010-11, Filling a Vacancy.

5. ORDINANCES - SECOND READING

5.1 **Ordinance No. 11-1260**, For the Purpose of Annexing into the Metro District Boundary approximately 21 Acres North of SW Tualatin-Sherwood Road, West of the Terminus of Arrow Street in the City of Sherwood and Declaring an Emergency. **Hosticka**

Public Hearing

5.2 **Ordinance No. 11-1261**, For the Purpose of Adopting a Metro Council District Reapportionment Plan and Declaring an Emergency. **Roberts**

Public Hearing

6. RESOLUTIONS

6.1 **Resolution No. 11-4256**, For the Purpose of Approving Forth Round Funding for Nature in Neighborhoods Capital Grants. **Hosticka**

6.2 **Resolution No. 11-4257**, For the Purpose of Approving Sixth Round Funding for Nature in Neighborhoods Restoration and Enhancement Grants. **Hosticka**

6.3 **Resolution No. 11-4262**, For the Purpose of Directing the COO to Implement a Tobacco-free Grounds Policy. **Burkholder**

7. CHIEF OPERATING OFFICER COMMUNICATION

8. COUNCILOR COMMUNICATION

ADJOURN

Television schedule for May 19, 2011 Metro Council meeting

<p>Clackamas, Multnomah and Washington counties, and Vancouver, WA Channel 11 – Community Access Network <i>Web site:</i> www.tvctv.org <i>Ph:</i> 503-629-8534 <i>Date:</i> 2 p.m. Thursday, May 19 (Live)</p>	<p>Portland Channel 11 – Portland Community Media <i>Web site:</i> www.pcmtv.org <i>Ph:</i> 503-288-1515 <i>Date:</i> 8:30 p.m. Sunday, May 22 <i>Date:</i> 2 p.m. Monday, May 23</p>
<p>Gresham Channel 30 - MCTV <i>Web site:</i> www.metroeast.org <i>Ph:</i> 503-491-7636 <i>Date:</i> 2 p.m. Monday, May 23</p>	<p>Washington County Channel 30– TVC TV <i>Web site:</i> www.tvctv.org <i>Ph:</i> 503-629-8534 <i>Date:</i> 11 p.m. Saturday, May 21 <i>Date:</i> 11 p.m. Sunday, May 22 <i>Date:</i> 6 a.m. Tuesday, May 24 <i>Date:</i> 4 p.m. Wednesday, May 25</p>
<p>Oregon City, Gladstone Channel 28 – Willamette Falls Television <i>Web site:</i> http://www.wftvmedia.org/ <i>Ph:</i> 503-650-0275 Call or visit web site for program times.</p>	<p>West Linn Channel 30 – Willamette Falls Television <i>Web site:</i> http://www.wftvmedia.org/ <i>Ph:</i> 503-650-0275 Call or visit web site for program times.</p>

PLEASE NOTE: Show times are tentative and in some cases the entire meeting may not be shown due to length. Call or check your community access station web site to confirm program times.

Agenda items may not be considered in the exact order. For questions about the agenda, call the Metro Council Office at 503-797-1540. Public hearings are held on all ordinances second read and on resolutions upon request of the public. Documents for the record must be submitted to the Clerk of the Council to be included in the decision record. Documents can be submitted by e-mail, fax or mail or in person to the Clerk of the Council. For additional information about testifying before the Metro Council please go to the Metro web site www.oregonmetro.gov and click on public comment opportunities. For assistance per the American Disabilities Act (ADA), dial TDD 503-797-1804 or 503-797-1540 (Council Office).

Agenda Item Number 3.0

**REACHING AND EMPOWERING ALL PEOPLE (REAP)
PRESENTATION**

Metro Council Meeting
Thursday, May 19, 2011
Metro Council Chamber

Agenda Item Number 4.1

Consideration of the Minutes for May 12, 2011

Consent Agenda

Metro Council Meeting
Thursday, May 19, 2011
Metro Council Chamber

Agenda Item Number 4.2

Resolution No. 11-4263, For the Purpose of Confirming the Council President's Appointment of Heidi Guenin as a Citizen Representative the Transportation Policy Alternatives Committee (TPAC) for 2010-11, Filling a Vacancy.

Consent Agenda

Metro Council Meeting
Thursday, May 19, 2011
Metro Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF CONFIRMING THE)	RESOLUTION NO. 11-4263
COUNCIL PRESIDENT’S APPOINTMENT OF)	
HEIDI GUENIN AS A CITIZEN)	Introduced by Acting Chief Operating Officer
REPRESENTATIVE TO THE		Dan Cooper with the concurrence of Council
TRANSPORTATION POLICY ALTERNATIVES		President Tom Hughes
COMMITTEE (TPAC) FOR 2010-11, FILLING A		
VACANCY		

WHEREAS, Metro Code Sections 2.19.030(b) and 2.19.180 and the Transportation Policy Alternatives Committee (TPAC) bylaws provides that the Metro Council President shall appoint all members of all advisory committees; and

WHEREAS, TPAC coordinates and guides the regional transportation planning program in accordance with the policy of the Metro Council; and

WHEREAS, TPAC has one seat for a citizen member currently vacant; and

WHEREAS, the Metro Council President has made the following appointment to fill the TPAC vacancy:

TPAC Name; New Appointment; and Terms:

Heidi Guenin, Transportation Policy Coordinator, Upstream Public Health. (Appointment to complete existing Two-Year Term - January 2011 through December 2012)

BE IT RESOLVED that the Metro Council hereby confirms the Metro Council President's appointment of the following citizen to serve as a TPAC member as noted below:

TPAC Name; New Appointment; and Terms:

Heidi Guenin, Transportation Policy Coordinator, Upstream Public Health. (Appointment to complete existing Two-Year Term - January 2011 through December 2012)

ADOPTED by the Metro Council this ____ day of May 2011.

Tom Hughes, Council President

Approved as to Form:

Alison Kean Campbell, Acting Metro Attorney

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 11-4263, FOR THE PURPOSE OF CONFIRMING THE COUNCIL PRESIDENT'S APPOINTMENT OF HEIDI GUENIN AS A CITIZEN REPRESENTATIVE TO THE TRANSPORTATION POLICY ALTERNATIVES COMMITTEE (TPAC) FOR 2010-11, FILLING A VACANCY

Date: May 19, 2011

Prepared by: Dylan Rivera

BACKGROUND

BACKGROUND

The Transportation Policy Alternatives Committee (TPAC) provides technical advice to the Joint Policy Advisory Committee on Transportation (JPACT) and the Metro Council regarding transportation planning and policy. TPAC has 21 members—15 technical staff from governments in the region and 6 interested community members. The community members represent various areas of transportation expertise, parts of the region and community perspectives.

Currently TPAC has a vacant community seat, the result of Marta Carrillo's resignation. Heidi Guenin, the current nominee, was interviewed as part of the public recruitment process conducted in Fall 2010. Ms. Guenin was the top runner-up for nomination in the fall recruitment, and was recommended to fill this vacancy by the chair of TPAC. Like Ms. Carrillo, Ms. Guenin brings public involvement experience and environmental justice interest to the committee. While the committee loses one Latina member, it retains a female member. Ms. Guenin also brings urban planning and public health technical background to the committee.

ANALYSIS/INFORMATION

1. **Known Opposition:** None
2. **Legal Antecedents** Metro Code Sections 2.19.030 (a) and (b) and 2.19.180 (b)(6); Metro TPAC Bylaws; Ordinance No. 00-860A (For the Purpose of Adding a New Chapter 2.19 to the Metro Code Relating to the Advisory Committees), adopted November 9, 2000; and Resolution No. 04-3469A (For the Purpose of Approving Updated Bylaws for the Transportation Policy Alternatives Committee (TPAC) That Formalize New Technical Subcommittees), adopted August 19, 2004.
3. **Anticipated Effects** Approval fills vacancy for a citizen member on TPAC.
4. **Budget Impacts:** None.

RECOMMENDED ACTION

Staff recommends the adoption of Resolution No. 11-4263.

Agenda Item Number 5.1

Ordinance No. 11-1260, For the Purpose of Annexing into the Metro District Boundary approximately 21 Acres North of SW Tualatin-Sherwood Road, West of the Terminus of Arrow Street in the City of Sherwood and Declaring an Emergency.

Ordinances – Second Reading

Metro Council Meeting
Thursday, May 19, 2011
Metro Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF ANNEXING TO THE) ORDINANCE NO. 11-1260
METRO DISTRICT BOUNDARY)
APPROXIMATELY 21 ACRES NORTH OF) Introduced by Councilor Carl Hosticka
SW TUALATIN-SHERWOOD ROAD, WEST)
OF THE TERMINUS OF ARROW STREET IN)
THE CITY OF SHERWOOD)

WHEREAS, the Metro Council added the territory proposed for annexation to the district by Ordinance No. 02-986A, on December 5, 2002; and

WHEREAS, Title 11 (Planning for New Urban Areas) of the Urban Growth Management Functional Plan requires annexation to a city prior to the application of land use regulations that allow urbanization of the territory; and

WHEREAS, the city of Sherwood has completed comprehensive planning for the territory and proposes that the Metro Council annex the territory to the Metro district boundary; and

WHEREAS, annexation of the territory would allow the city to apply its comprehensive plan and land use regulations to the territory; and

WHEREAS, Metro has received written consent from all the owners of the land; and

WHEREAS, there are no electors in the territory; and

WHEREAS, no necessary party has contested the annexation; and

WHEREAS, the proposed annexation complies with the requirements of Metro Code 3.09.045 and 3.09.070; and

WHEREAS, the Council held a public hearing on the proposed annexation on May 19, 2011; now, therefore,

THE METRO COUNCIL ORDAINS AS FOLLOWS:

1. The Metro District Boundary Map is hereby amended, as indicated in Exhibit A, attached and incorporated into this ordinance.

2. The proposed annexation meets the criteria in sections 3.09.045 and 3.09.070 of the Metro Code, as demonstrated in the Staff Report dated April 20, 2011, attached and incorporated into this ordinance.

ADOPTED by the Metro Council this 19th day of May, 2011.

Tom Hughes, Council President

Attest:

Approved as to form:

Kelsey Newell, Recording Secretary

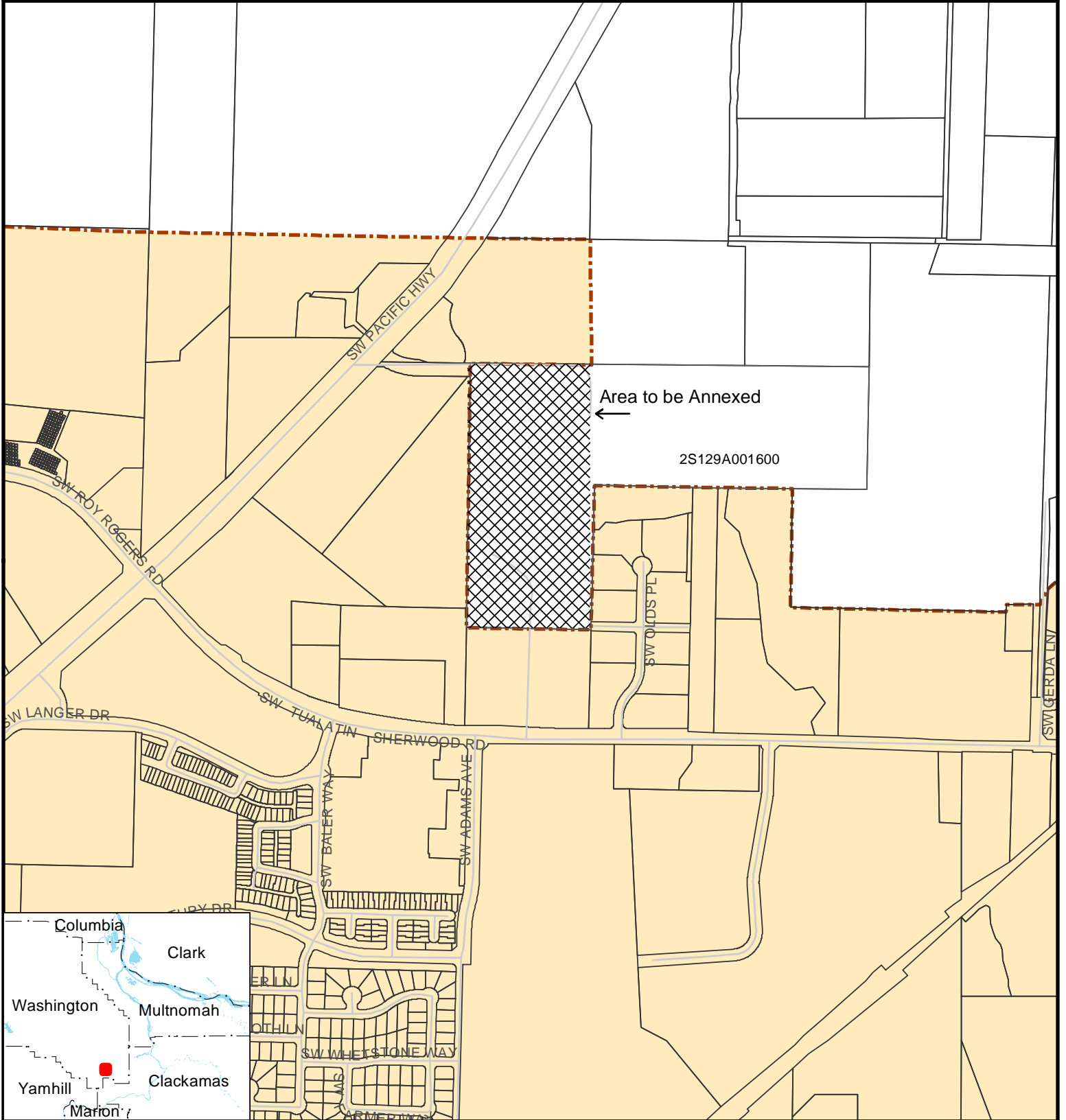
Alison Kean Campbell, Acting Metro Attorney

Proposal No. AN-0111

2S1W29

Annexation to the Metro District Boundary

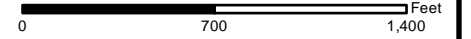
Washington County



Proposal No. AN-0111 Metro District boundary

1:8,400

- Area to be annexed
- Taxlots
- Metro District boundary



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 600 NE Grand Ave
 Portland, OR 97232-2736
 (503) 797-1742
<http://www.oregonmetro.gov/drc>

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STAFF REPORT

IN CONSIDERATION OF ORDINANCE NO. 11-1260, FOR THE PURPOSE OF ANNEXING INTO THE METRO DISTRICT BOUNDARY APPROXIMATELY 21 ACRES NORTH OF SW TUALATIN-SHERWOOD ROAD, WEST OF THE TERMINUS OF ARROW STREET IN THE CITY OF SHERWOOD

Date: April 20, 2011

Prepared by: Tim O'Brien
Principal Regional Planner

BACKGROUND

CASE: AN-0111, Annexation to Metro District Boundary

PETITIONER: City of Sherwood
22560 SW Pine Street
Sherwood, OR 97140

PROPOSAL: The petitioner requests an expedited annexation to the Metro District boundary following the Metro Council's addition of the property to the Urban Growth Boundary (UGB) in 2002 and the City of Sherwood and Clean Water Services' annexation of the property in 2009 and 2010 respectively.

LOCATION: The site is located north of SW Tualatin-Sherwood Road, west of the terminus of Arrow Street in the City of Sherwood. A map of the site can be seen in Attachment 1.

ZONING: The property is zoned Light Industrial (LI) by the City of Sherwood.

The site consists of a portion of one parcel owned by Portland General Electric (PGE) and contains a PGE substation, PGE power lines and Bonneville Power Administration power lines. The land was added to the UGB to allow for the extension of SW Adams Avenue northward providing a connection between SW Tualatin-Sherwood Road and Highway 99W. The SW Adams Avenue extension is designated in the City of Sherwood's Transportation System Plan.

APPLICABLE REVIEW CRITERIA

The criteria for an expedited annexation to the Metro District Boundary are contained in Metro Code Sections 3.09.045 and 3.09.070.

3.09.070 Changes to Metro's Boundary

(D) Changes to the Metro Boundary may be made pursuant to the expedited process set forth in section 3.09.045.

3.09.045 Expedited Decisions

The governing body of a city or Metro may use the process set forth in this section for minor boundary changes for which the petition is accompanied by the written consents of one hundred percent of property owners and at least fifty percent of the electors, if any, within the affected territory. No public hearing is required.

As noted above the request is for a portion of one parcel to be added to the Metro District boundary. The property owner, PGE, has provided written consent for the expedited process.

3.09.070 Changes to Metro's Boundary

(E) The following criteria shall apply in lieu of the criteria set forth in subsection (d) of section 3.09.050. The Metro Council's final decision on a boundary change shall include findings and conclusions to demonstrate that:

- 1. The affected territory lies within the UGB;*

Staff Response:

The subject parcel was brought into the UGB in 2002 through the Metro Council's adoption of Ordinance No. 02-986A.

- 2. The territory is subject to measures that prevent urbanization until the territory is annexed to a city or to service districts that will provide necessary urban services; and*

Staff Response:

The conditions of approval for Ordinance No. 02-986A include a requirement that the City of Sherwood apply the interim protection measures for areas added to the UGB as outlined in Urban Growth Management Functional Plan Title 11: Planning for New Urban Areas. A second condition required that no urbanization could occur until the actual alignment of the Adams Road extension was determined and adopted into the City of Sherwood's Transportation System Plan (TSP). In order for the City to adopt the Adams Road extension into the TSP, it would first have to annex the area into the city limits, documenting how the city has the ability to provide necessary urban services. These measures ensured that urbanization would occur only after annexation to the city, which took place in December 2009.

- 3. The proposed change is consistent with any applicable cooperative or urban service agreements adopted pursuant to ORS Chapter 195 and any concept plan.*

Staff Response:

Under the Washington County/Sherwood Urban Planning Area Agreement (UPAA), the City of Sherwood is responsible for preparing the comprehensive plan and public facilities plan within the regional UGB surrounding the city limits. In the UPAA the County agreed that the City would be responsible for comprehensive planning with the urban planning area and would be responsible for the preparation, adoption and amendment of the public facility plan required by OAR 660-11 with the urban planning area. The UPAA also identifies the City as the appropriate provider of local water, sanitary sewer, storm water sewer and transportation facilities within the urban planning area. The Sherwood City Council reviewed and adopted the Adams Avenue North Concept Plan in July 2009, determining the plan was consistent with the City's Comprehensive Plan. Including the subject parcel in the Metro District boundary ensures that the area can be developed consistent with the approved concept plan. The proposed change is consistent with the UPAA.

Additional Necessary Information from Metro Code Section 3.09.045 (C):

- 1. The extent to which urban services are available to serve the affected territory, including any extra-territorial extension of service;*

Staff Response:

All urban services are available to serve the site from the City of Sherwood.

2. *Whether the proposed boundary change will result in the withdrawal of the affected territory from the legal boundary of any necessary party; and*

Staff Response:

The City of Sherwood annexed the site into the city limits in December 2009, through a voter approved annexation process. At that time the site was withdrawn from several Washington County service districts. The site was annexed to Clean Water Services in April 2010.

3. *The proposed effective date of the boundary change.*

Staff Response:

The effective date of the boundary change is 90 days from the date of adoption of Ordinance No. 11-1260 or August 17, 2011.

ANALYSIS/INFORMATION

Known Opposition: There is no known opposition to this application.

Legal Antecedents: Metro Code 3.09.070(D) allows for an expedited annexation to the Metro District boundary.

Anticipated Effects: This amendment will add approximately 21 acres to the Metro District. The land is currently within the UGB and city limits of Sherwood. Approval of this request will allow for the extension of Adams Road between SW Tualatin-Sherwood Road and Highway 99W.

Budget Impacts: As the applicant was required to file an application fee to cover all costs of processing this annexation request, there is no budget impact.

RECOMMENDED ACTION

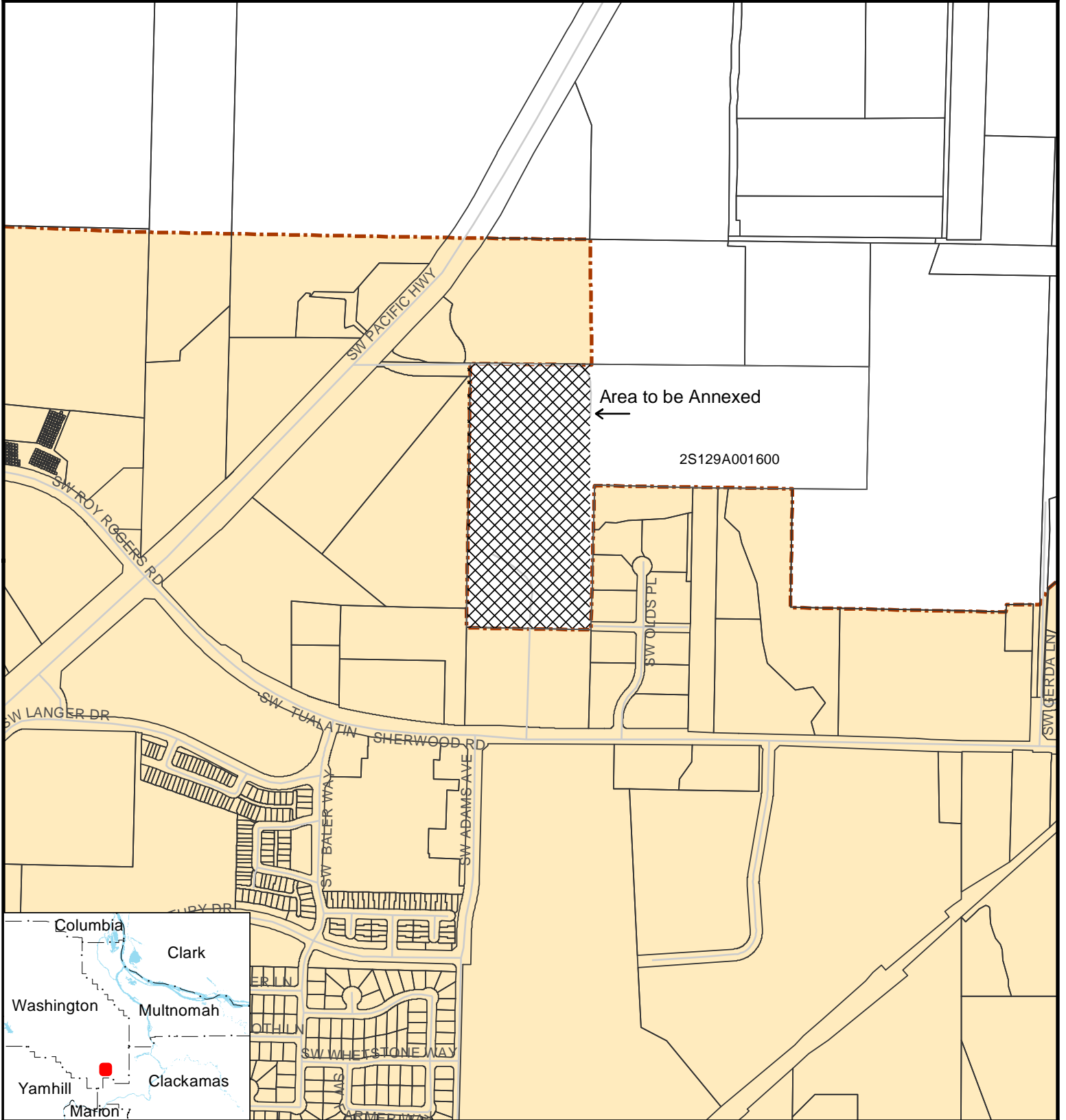
Staff recommends adoption of Ordinance No. 11-1260

Proposal No. AN-0111

2S1W29

Annexation to the Metro District Boundary

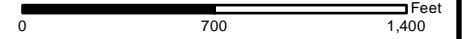
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Proposal No. AN-0111 Metro District boundary

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Agenda Item Number 5.2

Ordinance No. 11-1261, For the Purpose of Adopting a Metro
Council District Reapportionment Plan and Declaring an
Emergency.

Ordinances – Second Reading

Metro Council Meeting
Thursday, May 19, 2011
Metro Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF ADOPTING A METRO) ORDINANCE NO. 11-1261
COUNCIL DISTRICT REAPPORTIONMENT)
PLAN AND DECLARING AN EMERGENCY) Introduced by Councilor Barbara Roberts

WHEREAS, Section 31(1) of the Metro Charter establishes the minimum criteria for reapportionment of Council districts, requiring such districts as nearly as practicable to be of equal population and to be continuous and geographically compact;

WHEREAS, Section 31(1) of the Metro Charter requires that within three months of completion of the U.S. Census, the Council shall change the districts' boundaries in a manner that accords equal protection of the law and shall assign councilors to the reapportioned districts;

WHEREAS, on February 23, 2011, Metro received population data from the U.S. Census;

WHEREAS, on April 14, 2011, the Metro Council adopted Ordinance No. 11-1258 for the purpose of establishing criteria for Metro Council district reapportionment; and

WHEREAS, pursuant to Ordinance No. 11-1258, the Council has developed a redistricting plan; NOW THEREFORE,

THE METRO COUNCIL ORDAINS AS FOLLOWS:

- 1. That the reapportionment plan attached to this Ordinance as Exhibit A and describing the six Council districts is hereby adopted by the Council;
- 2. That the assignment of councilors to districts shall be described in Exhibit B; and
- 3. That this Ordinance being necessary for the health, safety and welfare of the Metro area for the reason that reapportionment plan should be adopted in compliance with the provisions of the Metro Charter Section 39(1), an emergency is declared to exist, and this Ordinance shall be operative upon its passage for the purpose of describing the six Council districts and shall be effective on January 3, 2013, for the purposes of electing new councilors to the Council and dividing Metro into the districts described in Exhibit A.

ADOPTED by the Metro Council this ____ day of May, 2011.

Tom Hughes, Council President

Attest:

Approved as to Form:

Kelsey Newell, Recorder

Alison Kean Campbell, Acting Metro Attorney

EXHIBIT A TO ORDINANCE NO. 11-1261

PLACEHOLDER: TO BE AVAILABLE MAY 19, 2011

LEGAL DESCRIPTION OF REAPPORTIONMENT PLAN _____

EXHIBIT B*
Metro Councilor Assignments

District 1: Shirley Craddick

District 2: Carlotta Collette

District 3: N/A**

District 4: Kathryn Harrington

District 5: N/A**

District 6: N/A**

*Redistricting plan to be adopted immediately for legal requirements per emergency clause, but not implemented until the next Metro Council election cycle, in this case to take effect January 3, 2013.

**To be elected in 2012 for office January 3, 2013

STAFF REPORT

IN CONSIDERATION OF ORDINANCE NO. 11-1261, FOR THE PURPOSE OF ADOPTING A METRO COUNCIL DISTRICT REAPPORTIONMENT PLAN AND DECLARING AN EMERGENCY

Date: May 12, 2011

Prepared by: Tony Andersen
503-797-1878
Aaron Brown
503-813-7587

BACKGROUND

Every 10 years, following the completion of the U.S. Census, the Metro Council is required to evaluate whether each of its six districts are of relatively equal population and make adjustments to district boundaries as necessary to guarantee equitable citizen representation. The redrawn maps shift the boundaries of the six Metro Council districts to account for any uneven growth in the metropolitan region. Based on these requirements, reapportionment is presently necessary to reflect demographic changes reflected in the 2010 Census, which displayed increased population growth on the western side of the region and relatively slower growth in the south and southeastern areas. Timing wise, the Metro Council has a legal requirement of three months from receipt of U.S. Census data (February 23, 2011) to complete the reapportionment process, necessitating a May 23, 2011 deadline.

The Metro Council passed Ordinance No. 11-1258 on April 14, 2011, which established and revised reapportionment criteria in addition to Section 31(1) of the Metro Charter (which requires drawing compact districts of equal population) to guide Metro staff in creating redistricting proposals. The ordinance stated proposals should also “reasonably maintain communities of interest” such as cities under 15, 000 in population, regional centers, town centers, school districts, established neighborhood associations, neighborhood planning organizations, community planning and participation organizations, and other such similar groups as specifically defined by the Metro Council.

With this direction, Metro staff prepared three map options for Council consideration (included in this packet as Attachment 1 to this staff report), broadly summarized below with changes based from current Metro districts:

- **Option 1**
Shifts the City of Wilsonville and the portion of Stafford south of Interstate 205 from District 3 to District 2. It also shifts the northern boundary of District 3 to Hwy. 26 in some places and takes in more of Beaverton and Aloha, removing this area from District 4. It makes minor modifications to the other Metro districts and brings all districts to within 0.15 percent of the average district population.

- **Option 2**
Shifts District 2 eastward to take in a majority of Happy Valley, which is currently located in District 1. District 1 takes in more of east Portland from District 6 while Maywood Park and other portions of east Portland, currently in District 1, would shift to District 5. District 6 would also extend westward into Beaverton, taking territory from both Districts 3 and 4, while Aloha and parts of Beaverton would shift from District 4 to District 3. This map brings all districts to within 3 percent of the average district population.
- **Option 3**
Also shifts District 2 eastward into a majority of Happy Valley while District 1 takes in more of east Portland. District 5 receives a portion of northern Beaverton and unincorporated Washington County from District 4, and the northern boundary of District 3 is drawn at Beaverton-Hillsdale Hwy. and Tualatin Valley Hwy. in Washington County, bringing Aloha into District 3 from District 4. This map also brings all districts to within 3 percent of the average district population.

Staff have distributed these three options to regional school districts, cities, and counties and actively solicited feedback on the proposals by way of a public comment period closing on May 12th as well as public hearings on the first and second readings of this ordinance. Public comment will be made available as part of the legislation package during the ordinance’s second read and the Metro Council’s vote on May 19th.

Of these three options, Metro staff recommends Option 3 as the adopted reapportionment plan; this proposal enables Wilsonville and neighboring Tualatin and Sherwood to remain in the same district to enhance current municipality collaboration, incorporates numerous pieces of feedback in the iterative process of developing map options, meets all necessary legal requirements, and strives to best meet established reapportionment criteria, with the understanding that in such a tight timeframe no map option will be universally perfect for all stakeholders.

ANALYSIS/INFORMATION

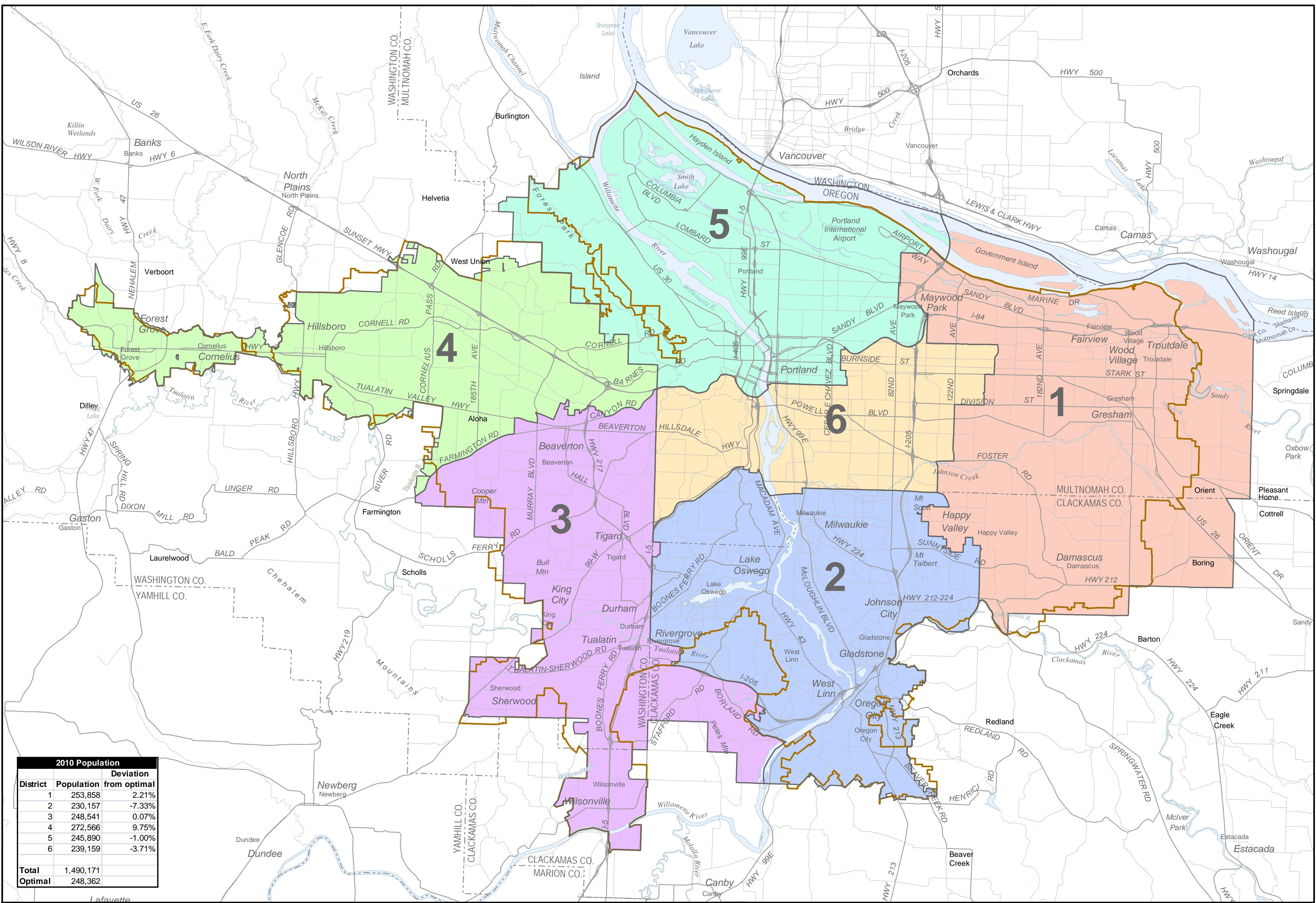
1. **Known Opposition** None currently identified for all three map options. There are concerns about one option over another, but no opposition to the collective group of options.
2. **Legal Antecedents** Ordinance No. 11-1258; and Metro Charter 31(1).
3. **Anticipated Effects** This ordinance would immediately adopt the proposed staff recommendation to reapportion Metro districts.
4. **Budget Impacts** No major impacts anticipated.

RECOMMENDED ACTION

Metro staff, the Acting Chief Operating Officer, and Councilor Roberts recommend adoption of Reapportionment Option 3 to best meet the criteria established by Ordinance No. 11-1258 and Metro Charter 31(1) and adoption of Ordinance No. 11-1261.

ATTACHMENT 1 TO THE STAFF REPORT, ORDINANCE NO. 11-1261

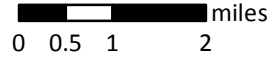
MAP OF CURRENT METRO DISTRICTS & (3) MAP OPTIONS FOR METRO COUNCIL REAPPORTIONING



2010 Population		
District	Population	Deviation from optimal
1	253,858	2.21%
2	230,157	-7.33%
3	248,541	0.07%
4	272,566	9.75%
5	245,890	-1.00%
6	239,159	-3.71%
Total	1,490,171	
Optimal	248,362	

Current Council Districts

Metro Jurisdictional Boundary and Urban Growth Boundary

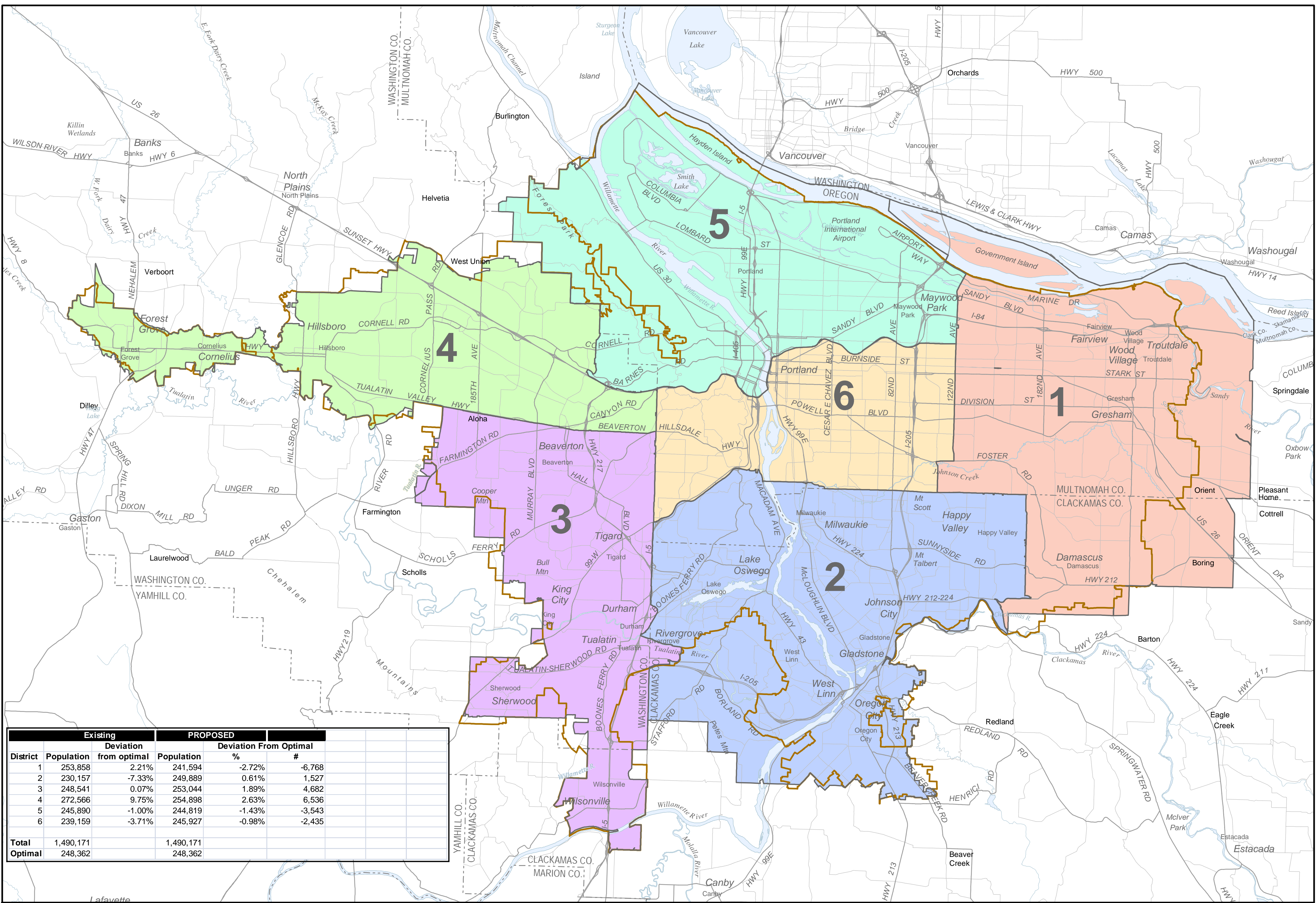


Urban growth boundary

County Boundaries



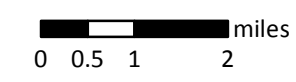
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District	Existing		PROPOSED		#
	Population	Deviation from optimal	Population	Deviation From Optimal %	
1	253,858	2.21%	241,594	-2.72%	-6,768
2	230,157	-7.33%	249,889	0.61%	1,527
3	248,541	0.07%	253,044	1.89%	4,682
4	272,566	9.75%	254,898	2.63%	6,536
5	245,890	-1.00%	244,819	-1.43%	-3,543
6	239,159	-3.71%	245,927	-0.98%	-2,435
Total	1,490,171		1,490,171		
Optimal	248,362		248,362		

Option 3 - Council Redistricting

Metro Jurisdictional Boundary and Urban Growth Boundary



- Urban growth boundary
- County Boundaries



DRAFT, April 22, 2011

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Agenda Item Number 6.1

Resolution No. 11-4256, For the Purpose of Approving Forth
Round Funding for Nature in Neighborhoods Capital Grants.

Metro Council Meeting
Thursday, May 19, 2011
Metro Council Chamber

BEFORE THE METRO COUNCIL

APPROVING FOURTH ROUND FUNDING FOR) RESOLUTION NO. 11- 4256
NATURE IN NEIGHBORHOODS CAPITAL)
GRANTS) Introduced by Councilor Hosticka, with the
) concurrence of Council President Tom
) Hughes

WHEREAS, Metro Resolution No. 06-3672B, "For the Purpose of Submitting to the Voters of the Metro Area a General Obligation Bond Indebtedness in the Amount of \$227.4 Million to Fund Natural Area Acquisition and Water Quality Protection," was approved by the Metro Council on March 9, 2006.

WHEREAS, at the election held on November 7, 2006, the voters approved Measure 26-80, the Natural Areas Bond Measure; and

WHEREAS, the Measure provided for \$15 million to fund a Nature in Neighborhoods Capital Grants Program (the "Capital Grants Program") to provide opportunities for the community to actively protect fish and wildlife habitat and water quality near where people live and work. The program can provide funds to purchase lands or easements that increase the presence of natural features and their ecological functions in neighborhoods throughout the region. The program can also provide funding for projects that recover or create additional plant and animal habitats to help ensure that every community enjoys clean water and embraces nature as a fundamental element of its character and livability; and

WHEREAS, the Measure provided for the creation of a grant review committee composed of no fewer than seven members to review grant applications and make grant award recommendations to the Metro Council; and

WHEREAS, on April 15, 2011 the Capital Grants Review Committee reviewed proposals for grants and is recommending six projects that best meet the criteria for the grant program to the Metro Council for funding; now therefore.

BE IT RESOLVED that the Metro Council hereby:

1. Awards Nature in Neighborhoods Capital Grants to those recipients and projects, and for the funding amounts, listed in Exhibit A to this resolution; and
2. Authorizes the Chief Operating Officer to enter into an intergovernmental agreement (“IGA”) with each of the recipients substantially in conformance with the form of IGA attached to this resolution as Exhibit B; and
3. Authorizes the Chief Operating Officer to enter into a grant agreement with the two grant recipients that are not governmental agencies substantially in conformance with Exhibit C to this resolution to provide them with such grant funding, and to enter into intergovernmental agreements with the government sponsors for such projects, substantially in conformance with Exhibit D to this resolution, to allow the projects to be completed on public property and to commit to treat such projects as capital assets.

ADOPTED by the Metro Council this _____ day of May, 2011.

Tom Hughes, Council President

Approved as to Form:

Alison Kean Campbell, Acting Metro Attorney

Exhibit A to Resolution No. 11-4256

Nature in Neighborhoods Capital Grants Program
Fourth Round Grant Awards
Grant Review Committee Recommendations to the Metro Council

Project: Klein Point Overlook and Habitat Enhancement
Recipient: Johnson Creek Watershed Council and the City of Milwaukie
Partners: Willamette Riverkeepers, Milwaukie Rotary, Oregon Dental Services (ODS), Gary and Sharon Klein, Oregon Watershed Enhancement Board, PGE Salmon Fund, FishAmerica Foundation, City of Portland
Grant amount: \$225,000

Someday soon, Milwaukie Riverfront Park will provide a unique vantage point on the history and restoration of fish and wildlife habitat along the Willamette River. This grant will initiate the first phase of a master plan for the park by constructing an interpretive overlook and a new trail tracing the river bluff. Visitors will be able to stand in the shade of a magnificent old Oregon white oak, an increasingly rare experience because the tree has declined dramatically across the Willamette Valley.

Below the overlook they might see salmon and trout making their way into the mouth of Johnson Creek where six acres of restored riparian habitat, sixteen new log jams and boulders will provide refuge to help threatened fish species thrive.

Project: Boardman Creek Fish Habitat Restoration Project
Recipient: Oak Lodge Sanitary District, Clackamas County Department of Transportation and Development
Partners: North Clackamas Urban Watershed Council, Oak Lodge Community Council, Jennings Lodge Citizen Participation Organization, Clackamas County Urban Green, North Clackamas Parks & Recreation District
Grant amount: \$485,000

If you visit Oak Grove's Stringfield Park in a few years, you might think you've traveled back in time: Fish will be swimming in lower Boardman Creek, which is slowly being transformed from an overgrown urban ditch to a refuge for fish and wildlife. The grant will support the keystone to the restoration of this basin — replacing two culverts near the mouth of the creek with bridges and allowing fish to return to more than a mile of the creek between the park and the Willamette River. This transformation will daylight and restore instream habitat along 300 feet of the creek and demonstrate how bridges can also create a "wildlife crossing" for amphibians and land animals. It's also part of a community transformation, with the six-mile Trolley Trail, a new light-rail line and a new vision for redevelopment of Southeast McLoughlin Boulevard on the way.

Exhibit A to Resolution No. 11-4256

Project: Mount Scott Creek Restoration at North Clackamas Park
Recipient: Clackamas Water Environmental Services
Partners: City of Milwaukie, North Clackamas Parks & Recreation District, Friends of Trees, North Clackamas Urban Watershed Council, Friends of Kellogg and Mt. Scott Creeks, Friends of North Clackamas Park
Grant amount: \$150,034

Restoring lower Mount Scott Creek at North Clackamas Park will balance the needs of people and fish, creating a model for improving habitat at popular destinations. Located in a densely developed urban area, Mt. Scott Creek is a priority for restoration because of the salmon, steelhead and cutthroat trout that have been documented there. This project will restore the stream bank and its riparian areas and remove a small culvert at the confluence of Camas Creek. Redesigning access to the creek for people is also part of the project at Clackamas County's largest community park. Visitors will gaze at the creek from two new, sustainably designed overlooks with interpretive signs – reducing the heavy foot traffic that has trampled native plants and eroded the creek's banks. The new design strives to address the tension between access to nature and the impacts of heavy use on wildlife. Engaged community partners will work with the park agency to increase stewardship of Mt. Scott Creek by all groups of park users.

Project: Wildside Boardwalk and Rain Gardens
Recipient: Pleasant Valley School in the Centennial School District
Partners: Ace Academy, City of Gresham, East Multnomah Soil & Water Conservation District, Johnson Creek Watershed Council, Pleasant Valley School PTA
Grant amount: \$112,350

Restoring the Wildside natural area has been a learning experience for students at Centennial's Pleasant Valley Elementary School – and the lessons will multiply with a new network of trails and boardwalks. This project will allow students to explore the seven-and-a-half-acre natural area more easily, enhancing environmental education without sacrificing habitat. To get to this point, students and teachers have built rain gardens, a greenhouse and small overflow dams that improve the health of a seasonal stream. The new boardwalk will be constructed and installed by students from Ace Academy, a charter high school that specializes in architecture, construction and engineering.

Exhibit A to Resolution No. 11-4256

Project: Green Alley at Virginia Garcia Wellness Center
Recipient: Virginia Garcia Memorial Health Center
Partners: City of Cornelius, Adelante Mujeres, Centro Cultural, Verde, Jackson Bottom
Wetlands Preserve
Grant amount: \$322,234

With this project the Virginia Garcia Memorial Health Center takes the concept of wellness and expands it from the personal to include the community and the environment. The nonprofit healthcare provider will transform an alley outside its Cornelius Wellness Center into a linear parkway that integrates nature and engages the community. The former alley will feature native plants, porous paving, on site stormwater management and exhibits highlighting the area's ecological, cultural and historical significance. It will serve as a model for adjacent landowners and the city's vision for a transformed downtown. Located in the heart of Cornelius, this project will be accessible to nearby churches and cultural centers – and could inspire similar improvements along the rest of the alley. It also offers an opportunity to incorporate watershed health into the clinic's wellness program, expected to provide services to more than 11,000 patients each year. The Cornelius clinic is the primary clinic location for Washington County's migrant and seasonal farmworkers.

Projects: Wapato Marsh Wetlands Restoration Project
Recipient: City of Hillsboro
Partners: Ducks Unlimited, Clean Water Services, Jackson Bottom Wetlands Preserve
Grant amount: \$129,200

At 725 acres, Jackson Bottom Wetlands Preserve already serves as a destination for hiking, bird-watching and environmental education in Hillsboro. It's about to get even better. A major restoration effort, this grant will improve 120 acres of degraded wetlands located within the Tualatin River floodplain into a healthy ecosystem and improve water quality in the Tualatin River. Native plants will gain a foothold and support diverse wetland wildlife, including amphibians, fish and migratory birds. By connecting an isolated pond to a forest on the preserve's north side, the project will provide improved habitat for many native species, including threatened red-legged frogs. Thanks to restoration and some expanded trails, the Preserve's 30,000 yearly visitors will be able to experience this healthy ecosystem firsthand.

Exhibit B to Resolution No. 11-4256

Project: Natural Areas Capital Grants Program

Contract No. _____

**INTERGOVERNMENTAL AGREEMENT
Natural Areas Bond Measure
Capital Grant Award**

This Intergovernmental Agreement (this “Agreement”), entered into under the provisions of ORS chapter 190 and effective on the date the Agreement is fully executed (the “Effective Date”), is by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the Metro Charter, located at 600 N.E. Grand Avenue, Portland, Oregon 97232-2736, and the _____, located at _____ (“Grant Recipient”).

RECITALS

WHEREAS, the electors of Metro approved Ballot Measure 26-80 on November 7, 2006, authorizing Metro to issue \$227.4 million in bonds to preserve natural areas, clean water, and protect fish and wildlife (the “Measure”);

WHEREAS, the Measure allocated \$15 million from bond proceeds to the Nature in Neighborhoods Capital Grants Program to complement the regional and local share portions of the Measure by providing opportunities for the community to actively protect fish and wildlife habitat and water quality in areas where people live and work;

WHEREAS, Metro has determined to make a grant award to Grant Recipient to fund [SPECIFY PROJECT] (the “Project”) as more specifically identified within the Scope of Work attached hereto as Exhibit A (the “Work”);

[IF PROJECT IS PROPERTY ACQUISITION THEN INCLUDE THE FOLLOWING PROVISION:

WHEREAS, the Grant Recipient will become the owner of the property that constitutes the Project, which property is more specifically identified in Exhibit A (the “Property”);]

Exhibit B to Resolution No. 11-4256

WHEREAS, this Agreement between Metro and Grant Recipient is now needed to satisfy the terms and conditions of the Nature in Neighborhoods Capital Grants Program as provided for in the Measure; and

WHEREAS, except as specifically provided in this Agreement, including the scope of work attached hereto as Exhibit A, and otherwise notwithstanding any statements or inferences to the contrary, Metro neither intends nor accepts any (1) direct involvement in the Project (2) sponsorship benefits or supervisory responsibility with respect to the Project; or (3) ownership or responsibility for care and custody of the tangible products which result from the Project;

NOW THEREFORE, the parties agree as follows:

1. Purpose; Scope of Work; Limitations

The purpose of this Agreement is to implement the Measure and facilitate the funding of a Nature in Neighborhoods Capital Grants Program project. Grant Recipient shall perform all activities described in the Scope of Work attached hereto as Exhibit A (the “Work”). As a condition precedent to Metro’s agreement to fund the Project, Grant Recipient hereby approves the Project and agrees to comply with the terms and conditions of this Agreement and the applicable provisions of the Measure. At no time will Metro have any supervisory responsibility regarding any aspect of the Work. Any indirect or direct involvement by Metro in the Work shall not be construed or interpreted by Grant Recipient as Metro’s assumption of a supervisory role.

2. Declaration of Capital Project

In accordance with the Measure, Metro may only provide funds to Grant Recipient for the Project so long as such funds are exclusively used for capital expenses. Grant Recipient hereby confirms that the Project will result in the creation of a capital asset to be owned by Grant Recipient. Grant Recipient covenants that it will (a) own and hold all such capital improvements and real property interests acquired pursuant to this Agreement, and (b) record the asset created by the Project as a fixed, capital asset in Grant Recipient’s audited financial statement, consistent with Generally Accepted Accounting Principles (“GAAP”) and with Grant Recipient’s financial bookkeeping of other similar assets.

Exhibit B to Resolution No. 11-4256

3. Contract Sum and Terms of Payment

Metro shall compensate Grant Recipient for performance of the Work as described in Exhibit A. Metro shall not be responsible for payment of any materials, expenses or costs other than those that are specifically described in Exhibit A.

4. Limitations on Use of the Capital Asset That Results from the Project

Throughout the term of this Agreement, Grant Recipient shall maintain and operate the capital asset that results from the Project in a manner consistent with one or more of the following intended and stated purposes of the Measure (the “Nature in Neighborhood Approved Purposes”):

- To safeguard water quality in local rivers and streams;
- To protect and enhance fish and wildlife habitats;
- To promote partnerships that protect and enhance nature in neighborhoods; and
- To increase the presence of ecological systems and plant and animal communities in nature deficient and other disadvantaged neighborhoods;

Grant Recipient may not sell, use, or authorize others to use such capital asset in a manner inconsistent with such purposes.

Notwithstanding the foregoing, secondary uses that arise as a result of such capital asset being used primarily in accordance with the Nature in Neighborhood Approved Purposes will be permitted, but only to the extent such secondary uses affect a *de minimis* portion of such capital asset or are necessary in order to facilitate the primary Nature in Neighborhood Approved Purposes. For example, if, as part of a land use review proceeding initiated to obtain the necessary approvals to operate such capital asset consistent with the Nature in Neighborhood Approved Purposes, a portion of such capital asset was required to be dedicated as a road, such road dedication would be a permitted secondary use.

If the Work is the acquisition of real property, then Grant Recipient shall satisfy the requirements in this section of the Agreement by granting to Metro a conservation easement substantially comparable to the form of conservation easement approved by the Metro Council at the time the Metro Council approved the grant award to Grant Recipient.

Exhibit B to Resolution No. 11-4256

5. Funding Recognition

Grant Recipient shall recognize in any publications, media presentations, or other presentations referencing the Project produced by or at the direction of Grant Recipient, including, without limitation, any on-site signage, that funding for the Project came from the Metro Natural Areas Bond Measure's Nature in Neighborhoods Capital Grants Program. Such recognition shall comply with the recognition guidelines detailed in the Measure. The Grant Recipient shall place at or near the Project's location signage that communicates that funding for the Project came from the Metro Natural Areas Bond Measure's Nature in Neighborhoods Capital Grants Program.

6. Term

It is the intent of the parties for the Project to have been completed, and for all Metro funding to have been provided to Grant Recipient prior to [INSERT PROJECT DEADLINE]. Notwithstanding the forgoing, all provisions set forth in this Agreement, and the obligations of Grant Recipient hereunder, shall continue in effect after the completion of the Project until June 30, 2027.

7. Termination for Cause

A. Subject to the notice provisions set forth in Section 7.B below, Metro may terminate this Agreement, in full or in part, at any time during the term of the Agreement if Metro reasonably determines that Grant Recipient has failed to comply with any provision of this Agreement and is therefore in default.

B. Prior to terminating this Agreement in accordance with Section 7.A above, Metro shall provide Grant Recipient with written notice that describes the reason(s) that Metro has concluded that Grant Recipient is in default and includes a description of the steps that Grant Recipient shall take to cure the default. From the date that such notice of default is received by Grant Recipient, Grant Recipient shall have 30 days to cure the default. In the event Grant Recipient does not cure the default within the 30-day period, Metro may terminate all or any part of this Agreement, effective on any date that Metro chooses following the 30-day period. Metro shall notify Grant Recipient in writing of the effective date of the termination.

Exhibit B to Resolution No. 11-4256

C. Grant Recipient shall be liable to Metro for all reasonable costs and damages incurred by Metro as a result of and in documentation of the default. Following such termination, should Metro later determine or a court find that Grant Recipient was not in default or that the default was excusable (e.g. due to a labor strike, fire, flood, or other event that was not the fault of, or was beyond the control of, Grant Recipient) this Agreement shall be reinstated or the parties may agree to treat the termination as a joint termination for convenience whereby the rights of Grant Recipient shall be as set forth below in Section 8.

8. Joint Termination for Convenience

Metro and Grant Recipient may jointly terminate all or part of this Agreement based upon a determination that such action is in the public interest. Termination under this provision shall be effective only upon the mutual, written termination agreement signed by both Metro and Grant Recipient.

9. Oregon Constitution and Tax Exempt Bond Covenants

Grant Recipient acknowledges that Metro's source of funds for the Nature in Neighborhoods Capital Grants Program is from the sale of voter-approved general obligation bonds that are to be repaid using ad valorem property taxes exempt from the limitations of Article XI, sections 11, 11b, 11c, 11d, and 11e of the Oregon Constitution, and that the interest paid by Metro to bond holders is currently exempt from federal and Oregon income taxes. Grant Recipient covenants that it will take no actions that would cause Metro not to be able to maintain the current status of the real property taxes imposed to repay these bonds as exempt from Oregon's constitutional property tax limitations or the income tax exempt status of the bond interest under IRS rules. In the event Grant Recipient breaches this covenant, Grant Recipient shall undertake whatever remedies are necessary to cure the default and to compensate Metro for any loss it may suffer as a result thereof, including, without limitation, reimbursing Metro for any Projects funded under this Agreement that resulted in Grant Recipient's breach of its covenant described in this Section.

10. Liability and Indemnification

As between Metro and Grant Recipient, Grant Recipient assumes full responsibility for the performance and content of the Work; provided, however, that this provision is not intended

Exhibit B to Resolution No. 11-4256

to, and does not, create any rights by third parties. To the extent permitted by Oregon law, and subject to the limitations and conditions of the Oregon Tort Claims Act, ORS chapter 30, and the Oregon Constitution, Grant Recipient shall indemnify, defend, and hold Metro and Metro's agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with the performance of this Agreement by Grant Recipient or Grant Recipient's officers, agents, or employees. Grant Recipient is solely responsible for paying Grant Recipient's contractors and subcontractors. Nothing in this Agreement shall create any contractual relationship between Metro and any such contractor or subcontractor.

11. Contractors' Insurance

A. Grant Recipient shall require all contractors performing any of the Work to purchase and maintain at each contractor's expense, the following types of insurance covering the contractor, its employees and agents:

1. Commercial general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability shall be a minimum of \$1,000,000 per occurrence. The policy must be endorsed with contractual liability coverage. Grant Recipient and Metro, and their elected officials, departments, employees and agents, shall be named as additional insureds.

2. Automobile bodily injury and property damage liability insurance. Insurance coverage shall be a minimum of \$1,000,000 per occurrence. Grant Recipient and Metro, and their elected officials, departments, employees, and agents, shall be named as additional insureds. Notice of any material change or policy cancellation shall be provided to Grant Recipient thirty (30) days prior to the change.

B. This insurance required by Grant Recipient, as well as all workers' compensation coverage for compliance with ORS 656.017, must cover all contractors' operations under this Agreement, whether such operations are by a contractor, by any subcontractor, or by anyone directly or indirectly employed by any contractor or subcontractor.

C. Grant Recipient shall require all contractors performing any of the Work to provide Grant Recipient with a certificate of insurance complying with this section and naming Grant Recipient and Metro as additional insureds within fifteen (15) days of execution of a

Exhibit B to Resolution No. 11-4256

contract between Grant Recipient and any contractor or twenty-four (24) hours before services such contract commence, whichever date is earlier.

D. In lieu of the insurance requirements in Sections 11.A through 11.D, above, Grant Recipient may accept evidence of a self-insurance program from any contractor. Such contractor shall name Grant Recipient and Metro as additional insureds within fifteen (15) days of execution of a contract between Grant Recipient and any contractor or twenty-four (24) hours before services such contract commence, whichever date is earlier.

12. Safety

Grant Recipient shall take all necessary precautions for the safety of employees, volunteers and others in the vicinity of the Work and the Project, and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

13. Metro's Right to Withhold Payments

Metro shall have the right to withhold from payments due Grant Recipient such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage or claim which may result from Grant Recipient's performance or failure to perform under this Agreement or the failure of Grant Recipient to make proper payment to any suppliers, contractors or subcontractors. All sums withheld by Metro under this Section shall become the property of Metro and Grant Recipient shall have no right to such sums to the extent that Grant Recipient has breached this Agreement.

14. Project Records, Audits, and Inspections

A. For the term of this Agreement, Grant Recipient shall maintain comprehensive records and documentation relating to the Project and Grant Recipient's performance of this Agreement (hereinafter "Project Records"). Project Records shall include all records, reports, data, documents, systems, and concepts, whether in the form of writings, figures, graphs, or models, that are prepared or developed in connection with any Project.

B. In accordance with Section 2 above, Grant Recipient shall maintain all fiscal Project Records in accordance with GAAP. In addition, Grant Recipient shall maintain any other records necessary to clearly document:

Exhibit B to Resolution No. 11-4256

(i) Grant Recipient's performance of its obligations under this Agreement, its compliance with fair contracting and employment programs, and its compliance with Oregon law on the payment of wages and accelerated payment provisions;

(ii) Any claims arising from or relating to (a) Grant Recipient's performance of this Agreement, or (b) any other contract entered into by Grant Recipient that relates to this Agreement or the Project;

(iii) Any cost and pricing data relating to this Agreement; and

(iv) Payments made to all suppliers, contractors, and subcontractors engaged in any work for Grant Recipient related to this Agreement or the Project.

C. Grant Recipient shall maintain Project Records for the longer period of either (a) six years from the date the Project is completed, or (b) until the conclusion of any audit, controversy, or litigation that arises out of or is related to this Agreement or the Project and that commences within six years from the date the Project is completed.

D. Grant Recipient shall make Project Records available to Metro and its authorized representatives, including, without limitation, the staff of any Metro department and the Metro Auditor, within the boundaries of the Metro region, at reasonable times and places, regardless of whether litigation has been filed on any claims. If the Project Records are not made available within the boundaries of Metro, Grant Recipient agrees to bear all of the costs incurred by Metro to send its employees, agents, or consultants outside the region to examine, audit, inspect, or copy such records, including, without limitation, the expense of travel, per diem sums, and salary. Such costs paid by Grant Recipient to Metro pursuant to this Section shall not be recoverable costs in any legal proceeding.

E. Grant Recipient authorizes and permits Metro and its authorized representatives, including, without limitation, the staff of any Metro department and the Metro Auditor, to inspect, examine, copy, and audit the books and Project Records of Grant Recipient, including tax returns, financial statements, other financial documents relating to this Agreement or the Project. Metro shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provision of Section 12(F) below.

Exhibit B to Resolution No. 11-4256

F. Grant Recipient agrees to disclose Project Records requested by Metro and agrees to the admission of such records as evidence in any proceeding between Metro and Grant Recipient, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.

G. In the event the Project Records establish that Grant Recipient owes Metro any sum of money or that any portion of any claim made by Grant Recipient against Metro is not warranted, Grant Recipient shall pay all costs incurred by Metro in conducting the audit and inspection.

15. Public Records

All Project Records shall be public records subject to the Oregon Public Records Law, ORS 192.410 to 192.505. Nothing in this Section shall be construed as limiting Grant Recipient's ability to consider real property transactions in executive session pursuant to ORS 192.660(1)(e) or as requiring disclosure of records that are otherwise exempt from disclosure pursuant to the Public Records Law (ORS 192.410 to 192.505) or Public Meetings Law (ORS 192.610 to 192.690).

16. Law of Oregon; Public Contracting Provisions

The laws of the state of Oregon shall govern this Agreement and the parties agree to submit to the jurisdiction of the courts of the state of Oregon. All applicable provisions of ORS chapters 187, 279A, 279B, and 279C, and all other terms and conditions necessary to be inserted into public contracts in the state of Oregon, are hereby incorporated as if such provisions were a part of this Agreement. Specifically, it is a condition of this Agreement that Grant Recipient and all employers working under this Agreement are subject to and will comply with ORS 656.017 and that, for public works subject to ORS 279C.800 to 279C.870 pertaining to the payment of prevailing wages as regulated by the Oregon Bureau of Labor and Industries, Grant Recipient and every contractor and subcontractor shall comply with all such provisions, including ORS 279C.836 by filing a public works bond with the Construction Contractors Board before starting work on the project, unless exempt under that statute.

Exhibit B to Resolution No. 11-4256

17. Notices and Parties' Representatives

Any notices permitted or required by this Agreement shall be addressed to the other party's representative(s) as set forth below and shall be deemed received (a) on the date they are personally delivered, (b) on the date they are sent via facsimile, or (c) on the third day after they are deposited in the United States mail, postage fully prepaid, by certified mail return receipt requested. Either party may change its representative(s) and the contact information for its representative(s) by providing notice in compliance with this Section of this Agreement.

Grant Recipient's Designated Representatives:

Fax _____

Metro's Designated Representatives:

Natural Areas Bond Program Manager
Metro Regional Center
600 N.E. Grand Ave.
Portland, OR 97223
Fax (503)-797-1849

with copy to:

Metro Attorney
600 N.E. Grand Ave.
Portland, OR 97223
Fax (503) 797-1792

18. Assignment

Grant Recipient may not assign any of its responsibilities under this Agreement without prior written consent from Metro, which consent shall not be unreasonably withheld.

19. Severability

If any term or provision in this Agreement shall be adjudged invalid or unenforceable, such adjudication shall not affect the validity or enforceability of the remainder of the

Exhibit B to Resolution No. 11-4256

Agreement, which remaining terms and provisions shall be valid and be enforced to the fullest extent permitted by law.

20. No Waiver of Claims; Modifications

Metro’s failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision of this Agreement. This Agreement may be amended only by written instrument signed by both Metro and Grant Recipient and no waiver, consent, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties.

21. Integration of Agreement Documents

All of the provisions of any proposal documents including, but not limited to, Requests for Proposals, Grant Proposals and Scopes of Work that were utilized in conjunction with the award of this Grant are hereby expressly incorporated herein by reference; provided, however, that the terms described in Sections 1 through 21 of this Agreement and in Exhibit A shall control in the event of any conflict between such terms and such other incorporated documents. Otherwise, this Agreement represents the entire and integrated agreement between Metro and Grant Recipient and supersedes all prior negotiations, representations or agreements, either written or oral. The law of the state of Oregon shall govern the construction and interpretation of this Agreement. The Parties, by the signatures below of their authorized representatives, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year indicated below.

[Name of City/County/District]

METRO

Signature

Michael Jordan
Metro Chief Operating Officer

Print Name: _____

Title: _____

Date: _____

Date: _____

Exhibit B to Resolution No. 11-4256

APPROVED AS TO FORM BY:

Signature

Paul A. Garrahan
Senior Assistant Metro Attorney

Print Name: _____

Title: _____

Date: _____

Date: _____

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Grant Agreement

Metro Contract No:

NATURAL AREAS BOND MEASURE CAPITAL GRANT AWARD

THIS Contract is entered into between Metro, an Oregon municipal corporation, located at 600 Northeast Grand Avenue, Portland, Oregon 97232-2736, and NAME, located at ADDRESS, Portland, Oregon 972--, hereinafter referred to as the "Contractor."

Metro has established the Nature in Neighborhoods Capital Grants program with the purpose of funding capital projects throughout the metropolitan region. Except as specifically provided in this Contract, including the scope of work attached hereto as Exhibit A, and otherwise notwithstanding any statements or inferences to the contrary, Metro neither intends nor accepts any (1) direct involvement in these projects (2) sponsorship benefits or supervisory responsibility with respect to the projects; or (3) ownership or responsibility for care and custody of the tangible products which result from the projects.

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF WORK

Contractor shall perform all activities described in the Scope of Work attached hereto as Exhibit "A" (the "Work"). Contractor shall not commence or undertake any of the Work unless and until Metro and the public entity that owns the real property where the Work will occur (the "Local Government Sponsor") have entered into a separate intergovernmental agreement in a form acceptable to Metro requiring, in part, that the Local Government Sponsor commit to treat the Work as a capital improvement.

2. TERM OF AGREEMENT

The term of this Contract shall be for a period commencing upon contract execution through and including XXX-END DATE. Metro may, at its discretion, grant a single six month extension of the Contract term provided that Contractor provides to Metro a written extension request, submitted not later than 30 days prior to the expiration date of this Contract, demonstrating a compelling need for such extension.

3. CONTRACT SUM AND TERMS OF PAYMENT

Metro shall compensate the Contractor for performance of the Work as described in Exhibit "A." Metro shall not be responsible for payment of any materials, expenses or costs other than those that are specifically described in Exhibit "A."

4. LIABILITY AND INDEMNITY

Contractor is an independent contractor and assumes full responsibility for the performance of the Work and the content of its work and performance of Contractor's labor, and assumes full



Grant Agreement

responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract. Contractor shall indemnify and hold harmless Metro and Metro's agents and employees, from any and all claims, demands, damages, actions, losses, and expenses, including attorneys' fees, arising out of or in any way connected with Contractor's performance of this Contract. Contractor is solely responsible for paying Contractor's subcontractors. Nothing in this Contract shall create any contractual relationship between any subcontractor and Metro.

5. TERMINATION

Metro may, in its discretion, terminate this Contract at any time upon giving Contractor seven (7) days written notice. Without limiting the foregoing, if Metro concludes, in its discretion, that Contractor has failed to make substantial progress toward completing the Work at any time after one year following the effective date of this Contract then Metro will terminate this Contract as provided in the preceding sentence. In the event of termination, Contractor shall be entitled to payment for work performed prior to the date of termination. Metro shall not be liable for indirect or consequential damages. Termination by Metro will not waive any claim or remedies that Metro may have against the Contractor.

6. INSURANCE

Contractor shall purchase and maintain at Contractor's expense, the following types of insurance covering the Contractor, its employees and agents.

A. Commercial general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability shall be a minimum of \$1,000,000 per occurrence. The policy must be endorsed with contractual liability coverage. **Metro, its elected officials, departments, employees and agents shall be named as an ADDITIONAL INSURED.**

B. Automobile bodily injury and property damage liability insurance. Insurance coverage shall be a minimum of \$1,000,000 per occurrence. **METRO, its elected officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED.** Notice of any material change or policy cancellation shall be provided to METRO thirty (30) days prior to the change.

This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 must cover Contractor's operations under this Contract, whether such operations are by Contractor, by any subcontractor, or by anyone directly or indirectly employed by Contractor or any subcontractor.

Contractor shall provide METRO with a certificate of insurance complying with this section and naming METRO as an additional insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

In lieu of the above, Metro will accept evidence of a self-insurance program. Contractor shall name METRO as an additional insured within (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.



Grant Agreement

Contractor shall not be required to provide the liability insurance described in this section only if an express exclusion relieving Contractor of this requirement is contained in the Scope of Work.

7. MAINTENANCE OF RECORDS

[IF GRANT AWARD IS FOR LESS THAN \$50,000 USE THE FOLLOWING TEXT]

Contractor and subcontractors shall maintain all records relating to the Work in accordance with generally accepted accounting principles and shall allow Metro the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by Contractor and subcontractors for six years after Metro makes final payment and all other pending matters are closed.

[IF GRANT AWARD IS FOR \$50,000 OR MORE USE THE FOLLOWING TEXT]

Contractor and subcontractors shall:

- A. Maintain all records relating to the Work in accordance with generally accepted accounting principles.
- B. Maintain all records relating to the Work necessary to clearly document:
 - (1) The performance of the contractor, including but not limited to the contractor's compliance with contract plans and specifications, compliance with fair contracting and employment programs, compliance with Oregon law on the payment of wages and accelerated payment provisions; and compliance with any and all requirements imposed on the contractor or subcontractor under the terms of the contract or subcontract;
 - (2) Any claims arising from or relating to the performance of the contractor or subcontractor under a public contract;
 - (3) Any cost and pricing data relating to the contract; and
 - (4) Payments made to all suppliers and subcontractors.
- C. Maintain all records for the longer period of (a) six years from the date of final completion of the contract to which the records relate or (b) until the conclusion of any audit, controversy or litigation arising out of or related to the contract.
- D. Make all records relating to the Work available to Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, within the boundaries of the Metro region, at reasonable times and places regardless of whether litigation has been filed on any claims. If the records are not made available within the boundaries of Metro, the Contractor or subcontractor agrees to bear all of the costs for Metro employees, and any necessary consultants hired by Metro, including but not limited to the costs of travel, per diem sums, salary, and



Grant Agreement

any other expenses that Metro incurs, in sending its employees or consultants to examine, audit, inspect, and copy those records. If the Contractor elects to have such records outside these boundaries, the costs paid by the Contractor to Metro for inspection, auditing, examining and copying those records shall not be recoverable costs in any legal proceeding.

E. Authorize and permit Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, to inspect, examine, copy and audit the books and records of Contractor or subcontractor, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any contract requirements. Metro shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of subsection F of this section.

F. Disclose any records related to the Work as requested by Metro and agree to the admission of such records as evidence in any proceeding between Metro and the Contractor or subcontractor, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.

G. Pay all costs incurred by Metro in conducting any audit and inspection that reveals that records related to the Work disclose that Metro is owed any sum of money or establish that any portion of any claim made against Metro is not warranted. Metro may withhold such costs from any sum that is due or that becomes due from Metro.

8. PUBLIC CONTRACTS

Contractor shall comply with all applicable provisions of ORS Chapters 187, 279A, 279B and 279C. All conditions and terms required to be inserted into public contracts in the state of Oregon pursuant to any provisions of ORS Chapters 279A, 279B and 279C are hereby inserted by reference into this Contract and made requirements of this Contract as if such provisions were separately enumerated herein.

In particular, for public works subject to ORS 279C.800 to 279C.870 pertaining to the payment of prevailing wages as regulated by the Oregon Bureau of Labor and Industries, Contractor and every subcontractor shall comply with all such provisions, including ORS 279C.836 by filing a public works bond with the Construction Contractors Board before starting work on the project, unless exempt under that statute.

9. ATTORNEY'S FEES

In the event of any litigation concerning this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and court costs, including fees and costs on appeal to any appellate courts.

10. SUBCONTRACTORS

Contractor shall notify Metro prior to negotiating any subcontracts. Metro reserves the right to reasonably reject any subcontractor or supplier and no increase in the Contractor's



Grant Agreement

compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this Contract. Contractor shall be fully responsible for all of its subcontractors as provided in Section 4.

11. RIGHT TO WITHHOLD PAYMENTS

Metro shall have the right to withhold from payments due Contractor such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage or claim which may result from Contractor's performance or failure to perform under this Contract or the failure of Contractor to make proper payment to any suppliers or subcontractors. If a liquidated damages provision is contained in the Scope of Work and if Contractor has, in Metro's opinion, violated that provision, Metro shall have the right to withhold from payments due Contractor such sums as shall satisfy that provision. All sums withheld by Metro under this Section shall become the property of Metro and Contractor shall have no right to such sums to the extent that Contractor has breached this Contract.

12. SAFETY

If services of any nature are to be performed pursuant to this Contract, Contractor shall take all necessary precautions for the safety of employees, volunteers and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

13. INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any proposal documents including, but not limited to, Requests for Proposals, Proposals and Scopes of Work that were utilized in conjunction with the award of this Contract are hereby expressly incorporated herein by reference; provided, however, that the terms described in sections 1 through 15 of this Contract and in Exhibit "A" shall control in the event of any conflict between such terms and such other incorporated documents. Otherwise, this Contract represents the entire and integrated agreement between Metro and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both Metro and Contractor. The law of the state of Oregon shall govern the construction and interpretation of this Contract.

14. NO WAIVER OF CLAIMS.

Metro's failure to enforce any provision of this Contract shall not constitute a waiver by Metro of that or any other provision of this Contract.

15. ASSIGNMENT

Contractor shall not assign any rights or obligations under or arising from this Contract without prior written consent from Metro.

NAME

METRO



METRO
600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

Grant Agreement

Signature

Signature

Print Name and Title

Print Name and Title

Date

Date



INTERGOVERNMENTAL AGREEMENT

Contract No. _____

Natural Areas Bond Measure Capital Grants Component

This Intergovernmental Agreement (this “Agreement”), entered into under the provisions of ORS chapter 190 and effective on the date the Agreement is fully executed (the “Effective Date”), is by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the Metro Charter, located at 600 N.E. Grand Avenue, Portland, Oregon 97232-2736, and the _____, located at _____ (the “Government Sponsor”).

RECITALS

WHEREAS, the electors of Metro approved Ballot Measure 26-80 on November 7, 2006, authorizing Metro to issue \$227.4 million in bonds to preserve natural areas, clean water, and protect fish and wildlife (the “Measure”);

WHEREAS, the Measure allocated \$15 million from bond proceeds to the Nature in Neighborhoods Capital Grants Program to complement the regional and local share portions of the Measure by providing opportunities for the community to actively protect fish and wildlife habitat and water quality in areas where people live and work;

WHEREAS, Metro has determined to make a grant award to [SPECIFY GRANT APPLICANT] (the “Grant Recipient”) to fund a [SPECIFY PROJECT] (the “Project”) in accordance with a grant agreement between Metro and the Grant Recipient, the form of which agreement is attached hereto as Exhibit A (the “Grant Agreement”);

WHEREAS, the Government Sponsor, a local government jurisdiction, is the owner of certain property where the Project is to occur and be located, which property is more specifically identified in the Grant Agreement (the “Property”); and

INTERGOVERNMENTAL AGREEMENT

WHEREAS, the Government Sponsor has approved of the Project and an agreement between Metro and the Government Sponsor is now needed to satisfy the terms and conditions of the Nature in Neighborhoods Capital Grants Program as provided for in the Measure.

NOW THEREFORE, the parties agree as follows:

1. Government Sponsor's Consent and Agreement

The Government Sponsor hereby approves the Project described in the Grant Agreement and authorizes such project to take place on the Property. As a condition precedent to Metro's agreement to fund the Project, the Government Sponsor hereby agrees to comply with the terms and conditions of this Agreement, the applicable provisions of the Measure, and the attached Grant Agreement.

2. Declaration of Capital Project

In accordance with the Measure, Metro may only provide funds to the Grant Recipient for the Project so long as such funds are exclusively used for capital expenses. The Government Sponsor hereby confirms that the Project will result in the creation of a capital asset as specifically described in the Grant Agreement to be owned by the Government Sponsor. The monetary value of the Project that is recorded as a capital asset shall be no less than the amount of the grant award that is actually provided to the grant recipient. The Government Sponsor covenants that it will (a) own and hold all such capital improvements and real property interests acquired pursuant to this Agreement, and (b) record the asset created by the Project as a fixed, capital asset in the Government Sponsor's audited financial statement, consistent with Generally Accepted Accounting Principles ("GAAP") and with the Government Sponsor's financial bookkeeping of other similar assets.

3. Funding

Metro has no financial obligation to the Government Sponsor under this Agreement. Metro's funding is being provided to the Grant Recipient pursuant to the Grant Agreement between Metro and the Grant Recipient.

INTERGOVERNMENTAL AGREEMENT

4. Purpose; Limitations

A. The purpose of this Agreement is to implement the Measure and facilitate the funding of a Nature in Neighborhoods Capital Grants Program project on the Property.

B. At no time will Metro have any supervisory responsibility regarding any aspect of the Project or the Property. Any indirect or direct involvement by Metro in the Project shall not be construed or interpreted by the Government Sponsor as Metro's assumption of a supervisory role.

5. Term

It is the intent of the parties for the Project to have been completed, and for all Metro funding to have been provided to Grant Recipient prior to [INSERT PROJECT DEADLINE]. Notwithstanding the forgoing, all provisions set forth in this Agreement, and the obligations of the Government Sponsor hereunder, shall continue in effect after the completion of the Project until June 30, 2027.

6. Limitations on Use of Property

A. Real Property and Associated Buildings and Improvements

Throughout the term of this Agreement, the portion of the Property upon which the Project will be located (the "Project Area") shall be maintained and operated in a manner consistent with one or more of the following intended and stated purposes of the Measure (the "Nature in Neighborhood Approved Purposes"):

- To safeguard water quality in local rivers and streams;
- To protect and enhance fish and wildlife habitats;
- To promote partnerships that protect and enhance nature in neighborhoods; and
- To increase the presence of ecological systems and plant and animal communities in nature deficient and other disadvantaged neighborhoods;

Notwithstanding the forgoing, secondary uses that arise as a result of the Project Area being used primarily in accordance with the Nature in Neighborhood Approved Purposes will be permitted, but only to the extent such secondary uses affect a *de minimis* portion of the

INTERGOVERNMENTAL AGREEMENT

Project Area or are necessary in order to facilitate the primary Nature in Neighborhood Approved Purposes. For example, if, as part of a land use review proceeding initiated to obtain the necessary approvals to operate the Project Area consistent with the Nature in Neighborhood Approved Purposes, a portion of the Project Area was required to be dedicated as a road, such road dedication would be a permitted secondary use of the Project Area.

B. Construction of Buildings or Other Capital Improvements

All buildings and other capital improvements constructed on the Property using funds provided by Metro pursuant to the Grant Agreement shall be maintained in accordance with the Nature in Neighborhood Approved Purposes. The Government Sponsor may not sell, use, or authorize others to use such buildings or improvements in a manner inconsistent with the intended and stated purposes of the Measure.

7. Oregon Constitution and Tax Exempt Bond Covenants

The Government Sponsor acknowledges that Metro's source of funds for the Nature in Neighborhoods Capital Grants Program is from the sale of voter-approved general obligation bonds that are to be repaid using ad valorem property taxes exempt from the limitations of Article XI, sections 11, 11b, 11c, 11d, and 11e of the Oregon Constitution, and that the interest paid by Metro to bond holders is currently exempt from federal and Oregon income taxes. The Government Sponsor covenants that it will take no actions that would cause Metro not to be able to maintain the current status of the real property taxes imposed to repay these bonds as exempt from Oregon's constitutional property tax limitations or the income tax exempt status of the bond interest under IRS rules. In the event the Government Sponsor breaches this covenant, the Government Sponsor shall undertake whatever remedies are necessary to cure the default and to compensate Metro for any loss it may suffer as a result thereof, including, without limitation, reimbursing Metro for any Projects funded under this Agreement that resulted in the Government Sponsor's breach of its covenant described in this Section.

8. Funding Recognition

The Government Sponsor shall recognize in any publications, media presentations, or other presentations referencing the Project produced by or at the direction of the Government

INTERGOVERNMENTAL AGREEMENT

Sponsor, including, without limitation, any on-site signage, that funding for the Project came from the Metro Natural Areas Bond Measure's Nature in Neighborhoods Capital Grants Program. Such recognition shall comply with the recognition guidelines detailed in the Measure. The Government Sponsor shall also permit the Grant Recipient to place at or near the Project's location signage that communicates that funding for the Project came from the Metro Natural Areas Bond Measure's Nature in Neighborhoods Capital Grants Program.

9. Termination for Cause

A. Subject to the notice provisions set forth in Section 9B below, Metro may terminate this Agreement, in full or in part, at any time during the term of the Agreement if Metro reasonably determines that the Government Sponsor has failed to comply with any provision of this Agreement and is therefore in default.

B. Prior to terminating this Agreement in accordance with Section 9A above, Metro shall provide the Government Sponsor with written notice that describes the reason(s) that Metro has concluded that the Government Sponsor is in default and includes a description of the steps that the Government Sponsor shall take to cure the default. The Government Sponsor shall have 30 days from the date such notice is received of default to cure the default. In the event the Government Sponsor does not cure the default within the 30-day period, Metro may terminate all or any part of this Agreement. Following such termination, Metro shall notify the Government Sponsor in writing of effective date of the termination.

C. The Government Sponsor shall be liable to Metro for all reasonable costs and damages incurred by Metro as a result of and in documentation of the default. Following such termination, should Metro later determine or a court find that the Government Sponsor was not in default or that the default was excusable (e.g. due to a labor strike, fire, flood, or other event that was not the fault of, or was beyond the control of the Government Sponsor) this Agreement shall be reinstated or the parties may agree to treat the termination as a joint termination for convenience whereby the rights of the Government Sponsor shall be as set forth below in Section 10.

INTERGOVERNMENTAL AGREEMENT

10. Joint Termination for Convenience

Metro and the Government Sponsor may jointly terminate all or part of this Agreement based upon a determination that such action is in the public interest. Termination under this provision shall be effective only upon the mutual, written, signed agreement of both Metro and the Government Sponsor.

11. Mutual Indemnification

The Government Sponsor shall indemnify, defend, and hold Metro and Metro's agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with the performance of this Agreement by the Government Sponsor or the Government Sponsor's officers, agents, or employees, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS chapter 30. Metro shall indemnify, defend, and hold the Government Sponsor and the Government Sponsor's agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with the performance of this Agreement by Metro or Metro's officers, agents, or employees, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS chapter 30.

12. Project Records, Audits, and Inspections

A. For the term of this Agreement, the Government Sponsor shall maintain comprehensive records and documentation relating to the Project and the Government Sponsor's performance of this Agreement (hereinafter "Project Records"). Project Records shall include all records, reports, data, documents, systems, and concepts, whether in the form of writings, figures, graphs, or models, that are prepared or developed in connection with any Project.

B. In accordance with Section 2 above, the Government Sponsor shall maintain all fiscal Project Records in accordance with GAAP. In addition, the Government Sponsor shall maintain any other records necessary to clearly document:

INTERGOVERNMENTAL AGREEMENT

(i) The Government Sponsor's performance of its obligations under this Agreement, its compliance with fair contracting and employment programs, and its compliance with Oregon law on the payment of wages and accelerated payment provisions;

(ii) Any claims arising from or relating to (a) the performance of the Government Sponsor under this Agreement, (b) Government Sponsor's relationship with the Grant Recipient, or (c) any other contract entered into by the Government Sponsor that relates to this Agreement or the Project;

(iii) Any cost and pricing data relating to this Agreement; and

(iv) Payments made to all suppliers and subcontractors engaged in any work for the Government Sponsor related to this Agreement or the Project.

C. The Government Sponsor shall maintain Project Records for the longer period of either (a) six years from the date the Project is completed, or (b) until the conclusion of any audit, controversy, or litigation that arises out of or is related to this Agreement or the Project and that commences within six years from the date the Project is completed.

D. The Government Sponsor shall make Project Records available to Metro and its authorized representatives, including, without limitation, the staff of any Metro department and the Metro Auditor, within the boundaries of the Metro region, at reasonable times and places, regardless of whether litigation has been filed on any claims. If the Project Records are not made available within the boundaries of Metro, the Government Sponsor agrees to bear all of the costs incurred by Metro to send its employees, agents, or consultants outside the region to examine, audit, inspect, or copy such records, including, without limitation, the expense of travel, per diem sums, and salary. Such costs paid by the Government Sponsor to Metro pursuant to this Section shall not be recoverable costs in any legal proceeding.

E. The Government Sponsor authorizes and permits Metro and its authorized representatives, including, without limitation, the staff of any Metro department and the Metro Auditor, to inspect, examine, copy, and audit the books and Project Records of the Government Sponsor, including tax returns, financial statements, other financial documents relating to this

INTERGOVERNMENTAL AGREEMENT

Agreement or the Project. Metro shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provision of Section 12(F) below.

F. The Government Sponsor agrees to disclose Project Records requested by Metro and agrees to the admission of such records as evidence in any proceeding between Metro and the Government Sponsor, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.

G. In the event the Project Records establish that the Government Sponsor owes Metro any sum of money or that any portion of any claim made by the Government Sponsor against Metro is not warranted, the Government Sponsor shall pay all costs incurred by Metro in conducting the audit and inspection.

13. Public Records

All Project Records shall be public records subject to the Oregon Public Records Law, ORS 192.410 to 192.505. Nothing in this Section shall be construed as limiting the Government Sponsor's ability to consider real property transactions in executive session pursuant to ORS 192.660(1)(e) or as requiring disclosure of records that are otherwise exempt from disclosure pursuant to the Public Records Law (ORS 192.410 to 192.505) or Public Meetings Law (ORS 192.610 to 192.690).

14. Law of Oregon; Public Contracting Provisions

The laws of the state of Oregon shall govern this Agreement and the parties agree to submit to the jurisdiction of the courts of the state of Oregon. All applicable provisions of ORS chapters 187, 279A, 279B, and 279C, and all other terms and conditions necessary to be inserted into public contracts in the state of Oregon, are hereby incorporated as if such provisions were a part of this Agreement. Specifically, it is a condition of this Agreement that the Government Sponsor and all employers working under this Agreement are subject to and will comply with ORS 656.017 and that, for public works subject to ORS 279C.800 to 279C.870 pertaining to the payment of prevailing wages as regulated by the Oregon Bureau of Labor and Industries, the Government Sponsor and every contractor and subcontractor shall comply with all such provisions, including ORS 279C.836 by filing a public works bond with



INTERGOVERNMENTAL AGREEMENT

the Construction Contractors Board before starting work on the project, unless exempt under that statute.

15. Notices and Parties' Representatives

Any notices permitted or required by this Agreement shall be addressed to the other party's representative(s) as set forth below and shall be deemed received (a) on the date they are personally delivered, (b) on the date they are sent via facsimile, or (c) on the third day after they are deposited in the United States mail, postage fully prepaid, by certified mail return receipt requested. Either party may change its representative(s) and the contact information for its representative(s) by providing notice in compliance with this Section of this Agreement.

Government Sponsor's Designated Representatives:

Fax _____

Metro's Designated Representatives:

Natural Areas Bond Program Manager
Metro Regional Center
600 N.E. Grand Ave.
Portland, OR 97223
Fax (503)-797-1849

with copy to:

Metro Attorney
600 N.E. Grand Ave.
Portland, OR 97223
Fax (503) 797-1792

INTERGOVERNMENTAL AGREEMENT

16. Assignment

The Government Sponsor may not assign any of its responsibilities under this Agreement without prior written consent from Metro, which consent shall not be unreasonably withheld.

17. Severability

If any term or provision in this Agreement shall be adjudged invalid or unenforceable, such adjudication shall not affect the validity or enforceability of the remainder of the Agreement, which remaining terms and provisions shall be valid and be enforced to the fullest extent permitted by law.

18. Entire Agreement; Modifications

This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in 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 Parties, by the signatures below of their authorized representatives, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.



INTERGOVERNMENTAL AGREEMENT

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year indicated below.

[Name of City/County/District]

METRO

Signature

Michael Jordan

Metro Chief Operating Officer

Print Name: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM BY:

Signature

Paul A. Garrahan

Senior Assistant Metro Attorney

Print Name: _____

Title: _____

Date: _____

Date: _____

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 11-4256, APPROVING FORTH ROUND FUNDING FOR NATURE IN NEIGHBORHOODS CAPITAL GRANTS

Date: May 19, 2011

Prepared by: Kathleen Brennan-Hunter, 503-797-1948
Heather Nelson Kent
Mary Rose Navarro

BACKGROUND

Metro's Nature in Neighborhoods Capital Grants Program started and was funded by the voter-approved 2006 Natural Areas bond measure. The grant program complements the bond program's regional and local elements by protecting and enhancing natural resources on public lands at a neighborhood scale. Grants are awarded based on their ability to meet the program criteria and deliver strong community benefits.

Program history and development

Program staff and management, the Capital Grants review committee and Natural Areas Program Oversight committee have worked together to establish a transparent process with strong administrative systems for accountability, evaluation and performance measurement.

These include:

- development of administrative procedures, documentation and accounting systems
- an outreach strategy; updated each year to ensure geographic reach to a wide variety of constituencies
- benchmarks for performance including a performance measurement system for grant projects reviewed by the Natural Areas Program Oversight Committee.

Program status

With the recommendation before the Metro Council today, \$4,690,433 of the \$15 million has been awarded to projects. In the year ahead, staff plans to continue evaluation and refinement of administrative procedures to ensure efficiency, continued outreach to all communities and the consistent application of performance measurements for project and program evaluation.

Grant Evaluation & Criteria

The Metro Council defined seven key criteria and eight supplemental criteria for evaluating capital grants in the 2006 Natural Areas bond. The key criteria are:

- "Re-nature" neighborhoods by increasing the presence and function of ecological processes
- "Re-green" urban neighborhoods to enrich peoples' experience of nature and help strengthen a physical connection to the region's ecology
- Demonstrate multiple benefits for people and natural systems
- Demonstrate cost-efficient ecological design solutions
- Increase the region's fish and wildlife inventory
- Restore and/or improve habitats of concern
- Provide universal access to the public.

These key and supplemental criteria have been arranged in two categories in order to make them easier for applicants to understand and address. Project proposals must strongly address at least one of the categories.

- “ReNature” projects must preserve or restore ecological processes to protect water quality and enhance habitat. Such projects must restore riparian vegetative structure or stream character; increase fish passage and/or wildlife crossings; and/or restore or preserve habitats of concern.
- “ReGreen” projects help ensure that every community embraces nature as a fundamental element of its character and livability. Such projects must serve people that don’t currently have strong access to nature; provide access to a site without compromising the ecological integrity; and/or provide universal access to the public, including people with disabilities.

In addition, projects need to demonstrate ecological design solutions that are both effective and cost-efficient, such as the use of sustainable construction techniques and materials, stormwater management for an area larger than the site and the demonstration of an innovative approach. The most compelling projects also provide benefits beyond the project itself such as establishing new collaborations or advancing Metro’s regional growth management goals.

Application/Review Process

Potential applicants begin the process by submitting a Letter of Interest. Letters are reviewed by staff to evaluate how strongly a potential project meets the grant criteria. Staff provides applicants with technical support, feedback and suggestions of ways to strengthen a project before inviting full applications. The Grant Review Committee, appointed by Council, reviews all full applications based on the above evaluation criteria. The Grant Review Committee engages in a thoughtful review of each application that includes staff assessments, site visits and a minimum of two committee meetings to arrive at recommendations for funding. The committee works with staff to develop performance measures and conditions of approval in order to reduce project risks and strengthen project outcomes. The Metro Council decides all final grant awards.

Grant Awards to Date

To date, three rounds of funding have been approved by the Metro Council to 12 projects totaling \$3,266,615. The number of grants and amount awarded has steadily increased with each funding cycle. At this time seven properties have been acquired, either with grant funding or to fulfill match requirements, and restoration and/or improvements have been made to four sites.

2008 Awards

Total Metro grant awards: \$389,500

Crystal Springs Creek restoration and nature play at Westmoreland Park
 Conservation Corner: North Portland nature and discovery garden
 Hawthorne Grove Park acquisition and development

2009 Awards

Total Metro grant awards: \$1,003,000

Nadaka Nature Park acquisition
 White oak savanna acquisition
 Humboldt learning garden
 Greening the Interstate 205 corridor

2010 Awards

Total Metro grant awards: \$1,874,115

Re-greening Park Avenue park and ride
 Trillium Creek restoration
 Baltimore Woods connectivity corridor

Crystal Springs partnership
Summer Creek natural area acquisition

2011 Awards

The Grant Review Committee recommends the following six projects for funding totaling \$1,423,818 from the Nature in Neighborhoods Capital Grants Program. Eight projects were invited to submit full applications on January 31, 2011 in this review cycle from the twelve letters of interest received by Metro. On April 15, 2011 the Grant Review Committee met to review the final slate of applications and to make a funding recommendation to the Metro Council.

\$225,000 grant for Klein Point Overlook and Habitat Enhancement
\$485,000 grant for the Boardman Creek Fish Habitat Restoration Project
\$150,034 grant for the Mt. Scott Creek Restoration at North Clackamas Park.
\$112,350 grant for the Wildside Boardwalk and Rain Gardens
\$322,234 grant for the Green Alley at Virginia Garcia Wellness Center
\$129,200 grant for the Wapato Marsh Wetlands Restoration Project

This group of projects address the goals of the Natural Areas bond measure and meet the intent of the Nature in Neighborhoods Capital Grants Program because they:

- engage diverse partnerships
- were initiated and driven by the community
- benefit water quality
- have the ability to influence other projects that will improve habitat and water quality
- enhance people's experience of nature.

ANAYSIS/INFORMATION

1. Known Opposition

None.

2. Legal Antecedents

Resolution No. 06-3672B, "For the Purpose of Submitting to the Voters of the Metro Area A General Obligation Bond Indebtedness in the Amount of \$227.4 Million to Fund Natural Area Acquisition and Water Quality Protection" was adopted March 9, 2006.

Ordinance No. 07-1163, "Amending Metro Code Chapter 2.19 to Establish the Nature in Neighborhoods Capital Grants Review Committee, and Declaring an Emergency" was adopted November 1, 2007

Metro Code Section 2.19.230, "Nature in Neighborhoods Capital Grants Review Committee," establishing the committee and prescribing its authority to review capital grants applications and make grant funding recommendations to the Metro Council.

Resolution No. 07-3874, "Confirming the Appointment of the Chair of the Nature in Neighborhoods Capital Grants Review Committee" was adopted December 6, 2007

Resolution No. 07-3879, "Confirming the Appointment of Members to the Nature in Neighborhoods Capital Grants Review Committee" was adopted November 1, 2007

Resolution No. 08-3965, "Approving First Round Funding for Nature in Neighborhoods Capital

Grants” was adopted August 7, 2008

Resolution No. 09-4027, “Confirming the Reappointment of Members to the Nature in Neighborhoods Capital Grants Review Committee, Designating the Chair, and Appointing a New Metro Natural Resources Staff Representative” was adopted February 19, 2009.

Resolution No. 09-4050, “Approving Second Round Funding for Nature in Neighborhoods Capital Grants” was adopted on August 13, 2009

Resolution No. 10-4134, “Approving Third Round Funding for Nature in Neighborhoods Capital Grants” was adopted on March 18, 2010.

3. Anticipated Effects

This Resolution awards Nature in Neighborhoods capital grants and begins the individual contract award process for the selected grant applicants. Projects are from one to three years in length.

4. Budget Impacts

The 2006 Natural Areas Bond authorized spending up to \$15 million toward this program, with no more than \$2.25 million spent in any given fiscal year. This is the fourth round of grants recommended for funding. Sufficient appropriation authority has been included in the current fiscal year budget and in the approved FY 2011-12 budget for these expenditures, including holding amounts in reserve for expenditures anticipated in future fiscal years.

RECOMMENDED ACTION

The Chief Operating Officer recommends adoption of Resolution No. 11-4256.

Agenda Item Number 6.2

Resolution No. 11-4257, For the Purpose of Approving Sixth Round Funding for Nature in Neighborhoods Restoration and Enhancement Grants.

Metro Council Meeting
Thursday, May 19, 2011
Metro Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF APPROVING SIXTH) RESOLUTION NO. 11-4257
ROUND FUNDING FOR NATURE IN)
NEIGHBORHOODS RESTORATION AND) Introduced by Councilor Hosticka, with the
ENHANCEMENT GRANTS) concurrence of Council President Tom
) Hughes.

WHEREAS, Metro has established a regional fish and wildlife protection, restoration and greenspaces initiative named “Nature in Neighborhoods”, as provided in Resolution No. 05-3574A, “Establishing a Regional Habitat Protection, Restoration and Greenspaces Initiative called Nature in Neighborhoods,” adopted May 12, 2005; and

WHEREAS, the Metro Council established the Nature in Neighborhoods Restoration and Enhancement grant program and appropriated \$1,250,000 in the General Fund in 2005 for the initial grants (Resolution No. 05-3580A); and

WHEREAS, The Metro Council appropriated an additional \$250,000 in the General Fund in 2007 for additional grants (Ordinance 07-1160B); and

WHEREAS, Metro adopted Ordinance No. 09-1215B approving \$92,500 in the FY 2009-010 Budget and Appropriation Schedule for a fifth round of grants in Spring 2010; and

WHEREAS, Metro adopted Ordinance No. 10-1235B approving \$150,000 in the FY 2010-11 Budget and Appropriation Schedule for a sixth round of Nature in Neighborhoods Restoration and Enhancement Grants; and

WHEREAS, it takes sustained efforts to restore and protect the region’s wildlife habitat areas and preserve our natural systems as our region grows. This challenge provides unique opportunities for communities, organizations, governments, businesses, people and property owners to create new partnerships to protect and restore the region’s natural areas; and

WHEREAS, Metro has solicited and received applications for this grant program and selected the projects which best meet the grant criteria and the Nature in Neighborhoods initiative; and

WHEREAS, by restoring and enhancing our natural areas, the region can protect our region’s clean water and the health of our watersheds and enjoy the benefits of nature in neighborhoods for years to come; and

WHEREAS, attached as Exhibit A to this resolution is the listing of grant award recipients and respective funding amounts; now therefore

BE IT RESOLVED that the Metro Council hereby approves the sixth round of Nature in Neighborhoods Restoration and Enhancement grants to those recipients listed in Exhibit A and for the amounts listed for each individual award.

ADOPTED by the Metro Council this _____ day of May 2011.

Tom Hughes, Council President

Approved as to Form:

Alison Kean Campbell, Acting Metro Attorney

Exhibit A to Resolution No. 11-4257

Nature in Neighborhoods 2011 Restoration and Enhancement Grants

Planning Grants Recommended for Funding

Clackamas Community College \$10,000
Planning for Site Restoration at the John Inskeep Environmental Learning Center

Clackamas Community College will revive its work to redevelop a five-acre environmental learning center. This planning project will lay the groundwork for developing the center into a regional outdoor learning laboratory, demonstration site and natural area that showcases innovations in stormwater management, landscape design and sustainable living practices. Ultimately, the learning center will improve water quality in the Newell Creek watershed and create a network of partners committed to protecting its health. Partners include the Greater Oregon City Watershed Council, the Clackamas County Office of Sustainability, the City of Oregon City and the Oregon State University Extension for Clackamas County.

Friends of Gateway Green \$10,000
Gateway Green Planning Project

A 30-acre parcel of neglected public land wedged between Interstate 205 and Interstate 84 is being reinvented as a regional asset. The site is owned by the Oregon Department of Transportation but dozens of private and public partners are participating in developing this new vision for the area. This grant supports continued progress on this planning effort. By enhancing ecological conditions, the site will improve water quality and biodiversity and provide nature-based recreation opportunities. Hundreds of native trees and shrubs will be planted on the property, which might someday be linked to a larger natural area on nearby Rocky Butte. This transformation is part of the larger Gateway Green project, which aims to increase diversity, quality and accessibility of recreation opportunities in one of Portland's most park-deficient areas. Partners include ODOT, the City of Portland, the Northwest Trail Alliance, Groundworks Portland and Friends of Gateway Green.

SOLV \$10,000
Rinearson Creek Feasibility Study

SOLV and its partners are exploring long-term restoration opportunities in the lower Rinearson Creek watershed. An independent scientific assessment will narrow five alternatives, including restoring a pond area and removing a dam, helping the Rinearson Creek Coalition pick one approach to move forward. Meanwhile, SOLV will restore the upper watershed near Rinearson Creek, engaging volunteers through community planting days. Students will help monitor water quality, wildlife and vegetation. Partners include Willamette Riverkeeper, Wilderness International, North Clackamas Urban Watershed Council, City of Gladstone, Rinearson Homeowners Association, Robinwood Riverie Homeowners Association, the Oregon Department of Fish and Wildlife and the Oregon Department of Environmental Quality.

Exhibit A to Resolution No. 11-4257

Project and Program Grants Recommended for Funding

Audubon Society of Portland \$20,000
Balch Creek and Cornell Road Corridor Invasive Removal Project

The Audubon Society of Portland and its partners will complete a restoration project in the Pittock Bird Sanctuary, a 22-acre parcel along Balch Creek where volunteers have helped control invasive species and plant native alternatives. Paid contractors will tackle the remaining infestation on steep and sensitive slopes. Volunteers can then replant, monitor and maintain the area – using human and financial resources efficiently. Project partners include the Forest Park Conservancy, the West Multnomah Soil and Water Conservation District and Audubon’s national “Together Green” Program, which engages a diverse array of volunteers groups.

City of Gresham \$7,000
Healthy Streams Program

Gresham’s Healthy Streams Program creates awareness and momentum for managing stormwater and reducing non-point source pollution in local streams. Using time-tested community-based social marketing techniques, the program directly engages citizens in the stewardship of local resources. This grant will translate to 20 home visits, canvasses of three high-priority neighborhoods, safety assessments and downspout disconnect work at nearly 50 homes and outreach at five community forums and events. Partners include the Johnson Creek Watershed Council, the Columbia Slough Watershed Council, the Sandy River Basin Watershed Council, the Central City Neighborhood Association and the Northwest Neighborhood Association.

East Columbia Neighborhood Association \$20,000
Blue Heron Wetlands Restoration Project

The East Columbia neighborhood in Northeast Portland is teaming up with local agency science staff and land managers in the Columbia Slough to oust a highly invasive weed from the ponds at the Blue Heron Wetlands. *Ludwigia peploides* is a highly aggressive invasive weed that has only recently been detected in the Willamette Valley. This project will help to prevent its spread into new areas and help local land managers how best to control it in our region. This project also will launch a community education program, create a sustainable management plan and spread the word about the restoration effort. Outreach tools may include a journal article, printed materials to hand out at professional events, email updates, posters and websites. Wetland restoration will engage many partners, including 50 neighborhood volunteers. Ultimately, they will work together to control or eliminate the invasive weed and improve watershed health.

Lake Oswego United Church of Christ \$12,129
LOUCC Stormwater Management Phase II - Parking Lot Rain Garden

Lake Oswego United Church of Christ is taking on the second phase of a three-part project to manage stormwater – and, in the process, creating a model for private landowners to improve watershed health. The congregation plans to collect, filter and slow runoff from its parking lot, with a goal of eventually managing all water before it reaches Nettle Creek and the Tryon Creek watershed. By removing part of the parking lot, replacing it with a native plant garden and making other improvements, project leaders expect to clean 430,000 gallons of rain water every year. They also aim to educate the community at large, other faith communities and their own congregation.

Exhibit A to Resolution No. 11-4257

Lent Elementary School \$24,700
Springwater Corridor Ecology Project

Lent Elementary School will expand experiential learning opportunities for underserved students, while restoring habitat along the Springwater Corridor and nearby Johnson Creek. During the two-year project, some 300 students will get hands-on ecology lessons in the classroom. They will apply their new knowledge during restoration field trips, with 150 high school students serving as mentors. Community work days will give adult volunteers a chance to help out, too. All told, the school will plant 6,000 native trees, shrubs, grasses and wildflowers along more than one-third mile of the region's signature trail.

Nature Conservancy \$20,000
Camassia and Wilderness Park Restoration Project

This project spans three landowners, 138 acres and multiple habitats. The Nature Conservancy is expanding restoration efforts at part of its Camassia Natural Area, along with neighboring property owned by the City of West Linn and West Linn High School. With the leadership of the Conservancy's science staff and land managers, the other partners will develop a commitment to better stewardship of rare and historic oak habitat. During the first year, partners will control invasive species and prepare for replanting and reseeding. During the second year, they will plant local willow cuttings and other trees and shrubs along 200 feet of degraded stream and sow more than five pounds of native forbs in oak woodland and herbaceous bald habitats, which have declined dramatically in the Willamette Valley. All activities will engage high school students and volunteers.

Tualatin Riverkeepers \$24,606
Diverse Partners for Nature Awareness

Diverse Partners for Nature Awareness will engage low-income Latino families and youth in hands-on nature experiences, growing a new generation of watershed stewards. Building strong relationships with diverse communities will help meet the Tualatin Riverkeepers' goal of clean water and a healthy environment. Immediate plans call for engaging 350 participants in hands-on experiences such as school field trips, summer day camp and Rumba al Rio, an event targeted at Spanish language speakers. The Riverkeepers also will build capacity to continue this outreach by training volunteers, expanding programs and identifying sustainable funding. Partners include Vose Elementary School in Beaverton, West Washington County Family Literacy Collective, City of Tigard, Adelante Mujeres, The Wetlands Conservancy, Clean Water Services, Tualatin Hills Parks and Recreation District and the Center for Diversity and the Environment.

Exhibit A to Resolution No. 11-4257

Xerces Society \$11,500
Community Based Freshwater Mussel study

Freshwater mussels are some of the most at-risk animals in the United States, but their decline has received little attention in the Pacific Northwest. A better understanding is needed to guide future projects and management decisions. Xerces Society will partner with watershed groups such as the Johnson Creek Watershed Council, the Tryon Creek Watershed Council and the Clackamas Basin River Council, training volunteers to survey mussels in area waterways. The information recorded will allow local watershed advocates to begin protecting the declining mussel population – which also tends to help amphibians, birds and native fish. This project will build on the lessons learned from a pilot project conducted by in the Johnson Creek watershed that effectively engaged community volunteers and attracted attention to this important but often overlooked indicator species.

STAFF REPORT

FOR THE PURPOSE OF APPROVING SIXTH ROUND FUNDING FOR NATURE IN NEIGHBORHOODS RESTORATION AND ENHANCEMENT GRANTS

Date: May 19, 2011

Prepared by: Heather Nelson Kent, 503-797-1739

BACKGROUND

This grant program is in its sixth year of funding hands-on, community-based projects that connect people to their local natural areas, increase watershed health and provide increased access to nature in our region's neighborhoods and beyond. In its first five years the Restoration and Enhancement Grant Program has funded 85 projects. Metro's \$1.75 million in grants have leveraged more than \$7.6 million in in-kind and financial contributions from partners to support activities on the ground, in the community and in the classroom.

The program was created in 2005 when the Metro Council passed Resolution No. 05-3580A appropriating \$1,250,000 in the General Fund. The initial source of funding came from the Recovery Rate Stabilization Reserve. The Metro Council continued the program in September 2007 with the approval of Ordinance 07-1160B, transferring an additional \$250,000 from this fund for a third cycle of grants. The Metro Council approved \$250,000 in the FY 2008-09 Budget and Appropriation Schedule for the fourth round of Nature in Neighborhoods Restoration and Enhancement grants. In 2009 the Metro Council included \$92,500 in the FY 2009-2010 Budget and Appropriation Schedule to fund a fifth round of Nature in Neighborhoods grants. In 2010 the Metro Council included \$150,000 in the FY 2010-2011 Budget and Appropriation Schedule to fund a sixth round of grants. Additional funding for this program is not included in the Metro Council's FY 2011-12 budget.

The grant program has been successful at achieving stated objectives regarding engaging citizens in watershed restoration. To date the funded projects have achieved the following results:

- Leveraged \$4.70 for every \$1.00 invested by the Metro Council
- Generated an estimated 76,000 hours of volunteer-donated time and talent
- Engaged more than 300 private, public, non-profit and community partners
- Supported dozens of classrooms and thousands of students every year – many from low-income neighborhoods. These students are engaged in environmental education programs and service-learning projects in their local watersheds.

Metro announced a sixth round of available funding in the fall of 2010. This year's program included a new planning grant category. These grants will support new partners and underserved communities interested in developing projects that might be candidates for, among other things, Nature in Neighborhoods Capital Grants. Metro received 48 pre-applications in January 2011 requesting a total of \$721,826 in grant funding, including 11 planning pre-applications. A committee made up of Metro staff and local experts in restoration, environmental education, community organizing, park planning and grant administration invited 18 full applications, including 13 project/program grants and five planning grants. The review committee met in April and recommended 11 grants to the Metro Council for funding.

The recommended projects represent innovative community-based investments that:

- restore and enhance some of the region's rarest habitats such as oak woodlands and key river confluence areas

- engage thousands of residents in improving nature in their own neighborhoods
- reach low-income and underserved students
- include hands-on environmental education opportunities.

The total recommended award for the sixth round of funding is \$170,000. This includes \$150,000 in new funding approved by Metro Council in the FY 2010-11 Budget and Appropriation Schedule as well as a total of \$20,000 in previously committed but unused Nature in Neighborhoods Restoration and Enhancement Grant Program funds from previous granting cycles. These projects will begin after July 1, 2011. Projects are two years in length.

ANALYSIS/INFORMATION

1. Known Opposition

None.

2. Legal Antecedents

Resolution No. 05-3551, Metro Council Project Proposal titled “Nature in Neighborhoods”.

Resolution No. 05-3574A, Establishing a Regional Habitat Protection, Restoration and Greenspaces Initiative called Nature in Neighborhoods.

Resolution No. 05-3580A, Transferring \$1,250,000 from the Balance of the FY 2004-05 Recovery Rate Stabilization Reserve to a General Fund Reserve for Nature in Neighborhoods Restoration Projects.

Ordinance No. 07-1160B, Transferring \$250,000 from the Recovery Rate Stabilization Reserve Fund for Nature in Neighborhoods Restoration Projects.

Ordinance No. 09-1215B, Approving \$92,500 in the FY 2009-010 Budget and Appropriation Schedule for an additional round of Nature in Neighborhoods Restoration and Enhancement grants.

Ordinance No. 10-1235B, Approving \$150,000 in the FY 2010-11 Budget and Appropriation Schedule for an additional round of Nature in Neighborhoods Restoration and Enhancement grants.

3. Anticipated Effects

This Resolution approves the sixth round funding and award for Nature in Neighborhood grants and begins the individual contract award process for the selected grant applicants with an anticipated start project start date on or after July 1, 2011. Projects are for two years in length.

4. Budget Impacts

This Resolution authorizes award of contracts in an amount previously identified by Council in the budget for this purpose. Sufficient appropriation authority has been included in the current fiscal year budget and in the approved FY 2011-12 budget for these expenditures, including holding amounts in reserve for expenditures anticipated in future fiscal years.

RECOMMENDED ACTION

The Chief Operating Officer recommends adoption of Resolution No. 11-4257.

Agenda Item Number 6.3

Resolution No. 11-4262, For the Purpose of Directing the COO
to Implement a Tobacco-free Grounds Policy.

Metro Council Meeting
Thursday, May 19, 2011
Metro Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF DIRECTING THE COO) RESOLUTION NO. 11-4262
TO IMPLEMENT A TOBACCO-FREE) Introduced by Councilor Burkholder
GROUNDS POLICY)

WHEREAS, Metro’s primary responsibility is “planning and policy making to preserve and enhance the quality of life and the environment for ourselves and future generations”; and

WHEREAS, tobacco-free parks and recreational facilities will further Metro’s mission of environmental stewardship and promoting livable, sustainable communities, as they help provide healthy, clean, attractive places for people to be physically active and enjoy the outdoors while upholding environmental values and protecting fish and wildlife; and

WHEREAS, tobacco waste products are the most common item found in litter cleanups and contain numerous pollutants which present a serious risk to children, fish, wildlife, who may ingest the material, and the health of our watersheds through chemical contamination; and

WHEREAS, adopting a tobacco-free policy exhibits leadership and commitment the regional outcome of clean air and clean water for current and future generations; and

WHEREAS, cigarettes and other smoking materials are the number one cause of fire deaths nationally and present a serious fire risk to forests, parks and natural areas purchased with taxpayer dollars under Metro’s stewardship; and

WHEREAS, the Surgeon General has declared that there is no safe level of exposure to secondhand smoke; and

WHEREAS, employees’ exposure to secondhand smoke may result in higher worker absenteeism due to respiratory disease, lower productivity, higher cleaning and maintenance costs, increased health insurance rates and increased liability claims for diseases related to exposure; and

WHEREAS, the World Health Organization maintains that tobacco poses a major challenge, not just to health, but also to environmental sustainability.

BE IT RESOLVED that, in order to protect public health and welfare, preserve and protect the region’s natural and open spaces and promote sustainable practices, the Metro Council directs the COO to start implementing a tobacco ban, which prohibits the use of all tobacco products and smoking devices at all Metro facilities beginning the summer of 2011.

ADOPTED by the Metro Council this _____ day of May, 2011.

Tom Hughes, Council President

Approved as to Form:

Alison Kean Campbell, Acting Metro Attorney

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 11-4262, FOR THE PURPOSE OF DIRECTING THE COO TO IMPLEMENT A TOBACCO-FREE GROUNDS POLICY

Date: May 19, 2011

Prepared by: Dan Cooper

Promoting Health and Wellness in our Environment and Communities: Metro's Tobacco-free Initiative

Background

The Metro Charter defines Metro's primary service as "planning and policy making to preserve and enhance the quality of life and the environment for ourselves and future generations." Therefore, in order to uphold Metro's primary responsibility, Metro staff proposes a policy before Metro Council that limits the use of tobacco on all Metro owned grounds in order to protect the health of our community, preserve environmental quality, and ensure a sustainable future.

Tobacco use poses a threat to the health of our communities. Tobacco smoke contains at least 172 toxic substances, including 3 regulated outdoor air pollutants, 33 hazardous air pollutants, 47 chemicals restricted as hazardous waste, and 67 known human or animal carcinogens.ⁱ National experts conclude that there is no safe amount of secondhand smoke; breathing even a little can be hazardous.ⁱⁱ Second hand smoke is linked to heart disease, lung cancer, stroke, breast cancer, nasal/sinus cancer and chronic lung problemsⁱⁱⁱ and poses an even greater risk to children.^{iv}

Cigarettes contain numerous pollutants, many of which are regulated under federal law.^v With twelve million cigarettes being smoked per minute around the world every single day, cigarette butts are a significant source of litter in the world.^{vi} This litter does not remain on sidewalks and garbage cans, but instead ends up in soil and waterways where nicotine and other harmful chemicals pose a risk to fish and wildlife.

Why should Metro adopt a tobacco policy?

Limiting tobacco use will further Metro's mission of environmental stewardship and promote sustainability. Limiting tobacco in public spaces is a natural step forward, as it helps provide healthy, clean, attractive places for people to be physically active and enjoy the outdoors while upholding environmental values and protecting fish and wildlife.

Limiting tobacco use will help provide safe spaces for kids to play and learn. Parks with tobacco policies will enable families to keep their children away from the harmful effects of secondhand smoke, which can lead to major improvements in childhood asthma and potentially save lives, while providing a clean and safe environment for children to experience natural wonders.

Limiting tobacco use at Metro's entrepreneurial facilities fits with our continued goal of creating green, sustainable and healthy communities and positions the greater Portland area as an attractive place to hold conventions, expositions and other events at a time when more and more facilities around the nation are going smoke-free.

Some other local agencies that support tobacco-free grounds

- Beginning in fall 2012 the University of Oregon campuses will all be tobacco-free
- Mt Hood Community College adopted a tobacco-free ban
- Oregon Coast Community College adopted a tobacco-free ban
- Tillamook Bay Community College adopted a tobacco-free ban
- Portland Community College adopted a tobacco ban (with designated smoking areas) at all three of its campuses.
- The City of Hillsboro adopted a tobacco ban at its parks and recreations facilities.
- The City of Portland prohibited smoking within 25 feet of play areas or play structures at their parks, and adopted smoking bans at Director Park and Pioneer Courthouse Square.
- Oregon Health and Sciences University and Portland Community College adopted smoking bans at their campuses. Oregon State is considering a similar ban.
- Legacy Health Systems, Kaiser Permanente, Providence Health Systems and Boeing all have tobacco-free properties.
- TriMet adopted a smoking ban at its bus shelters, WES/MAX stations and transit centers.
- The municipalities of Ashland, Corvallis, Happy Valley, Newport, Sherwood and Wasco County adopted smoking bans at their parks.

National municipalities that support limiting tobacco use

In the United States 470 municipalities in 42 states limit smoking in parks.^{vii} This includes bans in San Francisco, California; Des Moines, Iowa; Cambridge, Massachusetts; Portland, Maine; Albuquerque, New Mexico; Salt Lake City, Utah; New York State, New Jersey and Connecticut.

Suggested timeline for implementation

A phased implementation plan allows Metro to introduce an agency-wide tobacco policy via resolution and provide time for managers to develop worksite-specific solutions to potential enforcement issues. The recommended timeline sorts worksites into four implementation phases. Criteria for the implementation phases are the existing policies and the level of public interaction of each facility.

Phase 1 summer 2011:

The sites listed below will be included in the first phase of implementation and will be completely tobacco free with the exception of Blue Lake and Oxbow which will start a phased approach to limiting tobacco use.

- Metro Regional Center
- Mt. Talbert, Graham Oaks, and Cooper Mtn. Natural Areas
- Metro Central and Metro South transfer and Household Hazardous Waste stations
- St. Johns landfill
- MetroPaint facility
- Natural areas
- Blue Lake & Oxbow park*

* Both parks will start an educational campaign informing public about upcoming tobacco policy. Tobacco restrictions for both parks will start in the summer of 2012

Phase 2 Fall 2011:

- Portland Expo Center
- Oregon Convention Center
- PCPA facilities
- Pioneer cemeteries

Phase 3: Winter 2011

- Glendoveer Golf Course (to coincide with new contract)
- Metro-owned boat ramps and Marine Facilities
- Open Space Properties and Facilities

Phase 4: Summer 2012

- Oregon Zoo
- Blue Lake & Oxbow Park
 - No tobacco product use inside any enclosed structure
 - No tobacco products within 25' of play areas, picnic sites, water play areas, established sports fields, wetland areas, gardens, monument, fishing dock, trails within the park

Enforcement

Recognizing the unique circumstances in the agency's broad portfolio of venues and employment areas, Metro staff acknowledges that enforcement will be challenging. As Metro can only exercise limited enforcement, the key to successful implementation will rest on educational and outreach efforts. Managers will have flexibility in their process for implementation, but will ultimately be responsible for ensuring compliance with the policy prescribed in the resolution.

Costs

Costs for implementing this policy include three main components; staff time, signage, and cessation programs. An initial estimate of implementing the policy is approximately \$54,000. This figure does not reflect the significant amount of time, both during and after the implementation of this policy that will be dedicated to education and enforcement.

ANALYSIS/INFORMATION

1. **Known Opposition:** No known opposition to the proposed legislation
2. **Legal Antecedents:** Oregon Senate Bill 571 prohibits smoking in all public places and places of employment, including bars and restaurants or carry any lighted smoking instrument within 10 feet of the following parts of public places or places of employment:
 - (a) Entrances;
 - (b) Exits;
 - (c) Windows that open; and
 - (d) Ventilation intakes that serve an enclosed area.
3. **Anticipated Effects:** This resolution will restrict tobacco use in all public areas owned and operated by Metro.
4. **Budget Impacts:** It is estimated that approximately \$54,000 will be spent over the next two years to implement this legislation

RECOMMENDED ACTION

The Acting Chief Operating Officer request that the Council adopts resolution 11-4262 to start implementing a tobacco ban at all Metro facilities beginning the summer of 2011.

ⁱ James L. Repace, exposure analysis 203 (Wayne r. Ott et al. eds., 2006).

ⁱⁱ *The Health Consequences of Involuntary Exposure to Tobacco Smoke: A Report of the Surgeon General* (U.S. Department of Health and Human Services, 2006) 2.

ⁱⁱⁱ *Health Consequences*, 2.

^{iv} *Health Consequences*, 7.

^v James L. Repace, "Exposure Analysis," *Exposure to Secondhand Smoke*, eds. Ott, Steinemann, and Wallace (Boca Raton, FL: CRC-Press, 2007) Ch. 9.

^{vi} Kathleen M. Register, "Cigarette Butts as Litter: Toxic as Well as Ugly," *American Littoral Society*, Vol. 25, No. 2, August 2000.

^{vii} Alabama, Arkansas, Arizona, California, Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii, Iowa, Idaho, Illinois, Indiana, Kansas, Louisiana, Massachusetts, Maine, Michigan, Minnesota, , Mississippi, Missouri, Montana, North Carolina, Nebraska, New Hampshire, New Jersey, New Mexico, New York, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Utah, Washington, Wisconsin, West Virginia, Wyoming. Am. Nonsmokers' Rights Found., *Municipalities with Smokefree Park Laws* (2010), <http://www.no-smoke.org/pdf/SmokefreeParks.pdf>.

Materials following this page were distributed at the meeting.



METRO
Request to Testify
(Please print legibly)

Name: Ray Phelps Date: 5/19/2011
Affiliation (if any): Wilsonville Chamber & Tualatin Chamber of Commerce
Street address: 10279 SW Rudder Rd
City: Wilsonville State: OR Zip: 97070
Phone: () _____ Race/ethnicity (optional*): _____
Email address: _____ *Metro uses this optional information to evaluate its public outreach.

Subject of testimony (include resolution or ordinance number where appropriate):
ORDINANCE No. 11-1221 A

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PLEASE READ INSTRUCTIONS FOR TESTIFYING ON REVERSE OF THIS CARD



Honorable Tom Hughes, Metro Council President
Members of Metro Council

RE: Proposed Metro Council Districts after 2010 Decennial US Census

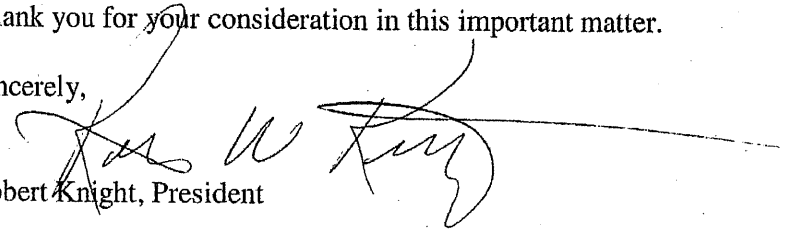
Dear President Hughes and Members of Metro Council:

The Board of Director's of the Tualatin Chamber of Commerce would like to state its preference regarding three proposed options for new Metro Council Districts. Our Chamber represents more than 300 businesses operating in the south metro area. These businesses employ approximately 7000 employees.

The Board of Directors of the Tualatin Chamber of Commerce endorses both Options 2 and 3. These options do not split the population of the City of Wilsonville between two Metro Council Districts and recognizes the transportation and economic development community of interest among the Cities of Tualatin, Wilsonville and Sherwood.

Thank you for your consideration in this important matter.

Sincerely,


Robert Knight, President

cc: Members of the Board of Directors

WILSONVILLE
AREA CHAMBER OF COMMERCE
A South Metro Business Advocate

May 12, 2011

Honorable Tom Hughes, Metro Council President
Members of Metro Council

RE: Proposed Metro Council Districts after 2010 Decennial US Census

Dear President Hughes and Members of Metro Council:

The Board of Director's of the Wilsonville Chamber of Commerce would like to state its preference regarding three proposed options for new Metro Council Districts. Our Chamber represents more than 400 businesses operating in the south metro area. These businesses employ approximately 12,000 people.

Our Board examined potential changes in Oregon Legislative Districts as well as Metro Council Districts as a result of population growth in the City of Wilsonville. The City's population following the 2010 decennial census is 19,509 persons, up from 13,991 people at the time of the 2000 decennial census.

The consensus of our Board was not to split the population of the City of Wilsonville between two or more legislative and council districts. Furthermore, a representative of the Chamber's Board of Directors informed the legislative redistricting committee on April 9, 2011 and the Metro Council the following week that the Cities of Wilsonville, Tualatin and Sherwood are a community of interest with respect to transportation issues and economic development.

On May 4, 2011, Councilor Carl Hosticka presented to the Chamber's Government Affairs Committee three maps showing options for the establishment of new Metro Council districts following the 2010 decennial US census. Councilor Hosticka explained the rationale supporting each of the three options.

The Board of Directors of the Wilsonville Chamber of Commerce endorses both Options 2 and 3. These options do not split the population of the City of Wilsonville between two Metro Council Districts and recognizes the transportation and economic development community of interest among the Cities of Wilsonville, Tualatin and Sherwood.

Thank you for your consideration in this important matter.

Sincerely



Scott Philips, President

cc: Members of the Board of Directors



METRO

Request to Testify

(Please print legibly)

Name: MARK JACKSON Date: _____
Affiliation (if any): REAP Inc
Street address: 12152 SE 38th
City: Milwaukie State: OR Zip: 97222
Phone: () _____ Race/ethnicity (optional*): _____
Email address: markj@reapinc.org *Metro uses this optional information to evaluate its public outreach.

Subject of testimony (include resolution or ordinance number where appropriate):

Engaging Committee of Color & Student Voice

To request electronic notices on topics that may be of interest to you, please visit Metro's News and Subscriptions web page at www.metro-region.org/enews.

PLEASE READ INSTRUCTIONS FOR TESTIFYING ON REVERSE OF THIS CARD



Metro | *People places. Open spaces.*

Reaching and Empowering All People

www.reapusa.org

REAP Ambassador Metro Council Presentation

May 19, 2011

REAP | 2001-2011

Celebrating Ten Years of Excellent Service To The Community

REAP & Metro Collaboration

The mission of REAP (Reaching and Empowering All People) is to be proactively involved to empower and engage youth, families and the community for a better future now.

- **The REAP & Metro relationship** has linked regional government with student leadership and communities of color.
- **REAP & Metro have been committed** to creating & supporting a shared vision, common goals, & clear communication structure that has resulted in the multiple outcomes from 2008 to present.
- **Metro Councilor Presentations** were hosted by REAP Ambassadors Dec 6-15, 2010 at selected schools located in districts that the six Councilors represent.
- **REAP Students/Metro staff** collaborated planning & work session meeting on a on May 5, 2011
- **Culminating today** with REAP Ambassador presentations at Metro Council Meeting May 19, 2011

*2009 REAP Future Is Now Forum with METRO
&
Portland Trail Blazers*



REAP assembled group at Lincoln High School featuring guest speaker Councilor Burkholder



REAP assembled group at David Douglas High School featuring guest speaker Councilor Liberty





REAP assembled group at Rowe Middle School featuring guest speaker Councilor Collette

*REAP assembled group at Aloha High School featuring
guest speaker Councilor Harrington*





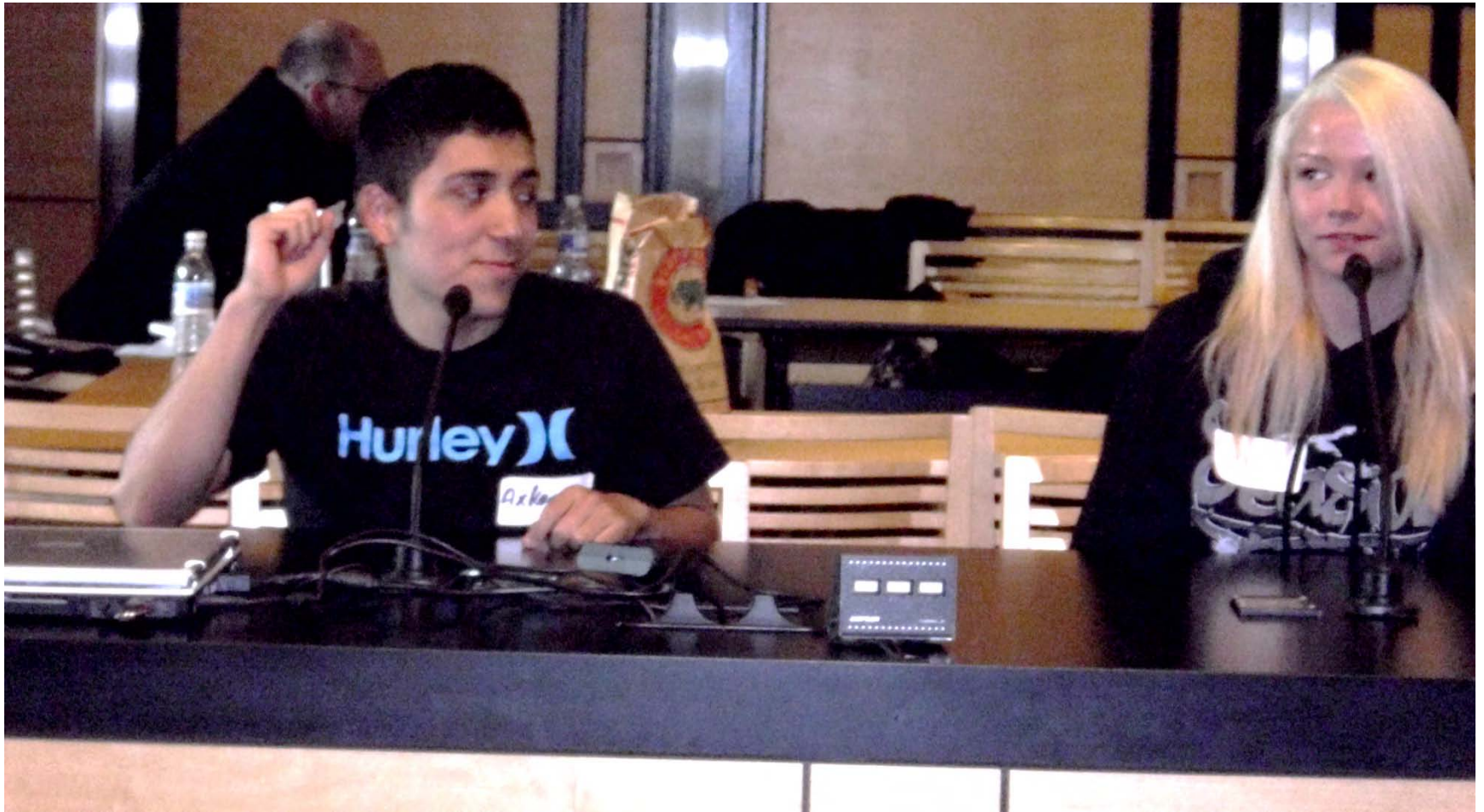
REAP assembled group at Centennial High School featuring guest speaker Councilor Park

The Future is Now



As REAP Ambassadors we want to present the outcome of a partnership between REAP and METRO to engage and empower future leaders through students voice.

May 5th Planning Meeting



REAP Students' Desired Community Outcomes:

- **Encourage neighborhood amenities**—students advocated for greater access to community plazas, retail shops and places for them to congregate with their peers, whether for scholastic or social opportunities.
- **Support complete streets**—students expressed concern that local jurisdictions were not prioritizing transportation access to them. Many neighborhood streets lack proper sidewalks and suffer from poor maintenance.
- **Ensure transit reliability**—students noted the importance of transit to inner-city youth, as it supplants public school buses as the primary form of transportation on a daily basis.
- **Provide waste options**—students highlighted the lack of disposal options of waste at schools and sought additional choices to compost and recycle.
- **Develop parks and green spaces**—students described the lack of these public spaces in their communities and sought their greater availability.

REAP Results

1. How can we reach you?
2. What would you make better in our community?
3. How would you make things better?
4. What are your thoughts/opinions on REAP/Metro?
5. What kind of projects would you like to see happening in your community?

REAP Ambassadors' Outreach Methods:

- **Targeted multimedia outreach**—students stated that a general lack of knowledge surrounds Metro and its purview. Metro should undertake a comprehensive strategy of public service announcements to raise awareness through conventional (newspaper, billboards and television) and digital (social networking, text messaging and internet) media. Metro should pay special attention to media markets with the greatest exposure to diverse communities.
- **Ensure park access**—students noted that some school park and recreation facilities were closed or underused by the general public during non-school hours, most notably during the summer. Metro should visibly work with school districts and other partners to ensure access in their communities and encourage jurisdictions to work together to promote their use.
- **Support waste options**—given students' concerns about waste issues, Metro should work with school districts and other local jurisdictions to provide waste options, such as composting, in the region's k-12 schools. A composting program, for example, could reduce school waste costs, provide fertilizer for school park areas and foster student involvement through projects like a school garden.
- **Outreach events at extracurricular events**—a major source of student involvement centers on athletics. Metro should work to sponsor or support events centered around student athletics and other extracurricular activities, which could be extrapolated to professional sporting events. For example, a Metro-sponsored program incentivizing biking or walking to events or contests providing free composting bins, etc.

May 5th Planning Team



REAP Ambassadors' Outreach Methods:

- **Comprehensive government email and/or posting board**—students noted that many people receive news or information via email or online. Metro should work with other jurisdictions to develop a regional government posting board or hub where the public can access newsfeeds and press releases. Additionally, the public should be able to sign up for email newsletters by a variety of dimensions, such as topic, neighborhood or institution.
- **Introduce an “Adopt-a-lot” program**—students noted the number of empty and vacant lots in their neighborhoods. If possible, students would like to see a program that supports the positive and active use of these plots, for example a community garden or playfield. Metro could coordinate volunteers for these lots as a method of expanding its visibility.
- **Ensure multi-lingual access**—students were concerned that many members of their communities may not be fluent in English, and as such would have difficulty navigating many of Metro's news items, pamphlets and guides. Metro should ensure that its publications are available in a number of oft-used languages.
- **Continue current public events**—students were not aware of visible public events, such as Sunday Parkways and PARK(ing) Day.



Thank you

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF ADOPTING A METRO) ORDINANCE NO. 11-1261
COUNCIL DISTRICT REAPPORTIONMENT)
PLAN AND DECLARING AN EMERGENCY) Introduced by Councilor Barbara Roberts

WHEREAS, Section 31(1) of the Metro Charter establishes the minimum criteria for reapportionment of Council districts, requiring such districts as nearly as practicable to be of equal population and to be continuous and geographically compact;

WHEREAS, Section 31(1) of the Metro Charter requires that within three months of completion of the U.S. Census, the Council shall change the districts' boundaries in a manner that accords equal protection of the law and shall assign councilors to the reapportioned districts;

WHEREAS, on February 23, 2011, Metro received population data from the U.S. Census;

WHEREAS, on April 14, 2011, the Metro Council adopted Ordinance No. 11-1258 for the purpose of establishing criteria for Metro Council district reapportionment; and

WHEREAS, pursuant to Ordinance No. 11-1258, the Council has developed a redistricting plan; NOW THEREFORE,

THE METRO COUNCIL ORDAINS AS FOLLOWS:

- 1. That the reapportionment plan attached to this Ordinance as Exhibit A and describing the six Council districts is hereby adopted by the Council;
- 2. That the assignment of councilors to districts shall be described in Exhibit B; and
- 3. That this Ordinance being necessary for the health, safety and welfare of the Metro area for the reason that reapportionment plan should be adopted in compliance with the provisions of the Metro Charter Section 39(1), an emergency is declared to exist, and this Ordinance shall be operative upon its passage for the purpose of describing the six Council districts and shall be effective on January 3, 2013, for the purposes of electing new councilors to the Council and dividing Metro into the districts described in Exhibit A.

ADOPTED by the Metro Council this ____ day of May, 2011.

Tom Hughes, Council President

Attest:

Approved as to Form:

Kelsey Newell, Recorder

Alison Kean Campbell, Acting Metro Attorney

EXHIBIT A TO ORDINANCE NO. 11-1261

PLACEHOLDER: TO BE AVAILABLE MAY 19, 2011

LEGAL DESCRIPTION OF REAPPORTIONMENT PLAN _____

EXHIBIT B*
Metro Councilor Assignments

District 1: Shirley Craddick

District 2: Carlotta Collette

District 3: N/A**

District 4: Kathryn Harrington

District 5: N/A**

District 6: N/A**

*Redistricting plan to be adopted immediately for legal requirements per emergency clause, but not implemented until the next Metro Council election cycle, in this case to take effect January 3, 2013.

**To be elected in 2012 for office January 3, 2013

STAFF REPORT

IN CONSIDERATION OF ORDINANCE NO. 11-1261, FOR THE PURPOSE OF ADOPTING A METRO COUNCIL DISTRICT REAPPORTIONMENT PLAN AND DECLARING AN EMERGENCY

Date: May 12, 2011

Prepared by: Tony Andersen
503-797-1878
Aaron Brown
503-813-7587

BACKGROUND

Every 10 years, following the completion of the U.S. Census, the Metro Council is required to evaluate whether each of its six districts are of relatively equal population and make adjustments to district boundaries as necessary to guarantee equitable citizen representation. The redrawn maps shift the boundaries of the six Metro Council districts to account for any uneven growth in the metropolitan region. Based on these requirements, reapportionment is presently necessary to reflect demographic changes reflected in the 2010 Census, which displayed increased population growth on the western side of the region and relatively slower growth in the south and southeastern areas. Timing wise, the Metro Council has a legal requirement of three months from receipt of U.S. Census data (February 23, 2011) to complete the reapportionment process, necessitating a May 23, 2011 deadline.

The Metro Council passed Ordinance No. 11-1258 on April 14, 2011, which established and revised reapportionment criteria in addition to Section 31(1) of the Metro Charter (which requires drawing compact districts of equal population) to guide Metro staff in creating redistricting proposals. The ordinance stated proposals should also “reasonably maintain communities of interest” such as cities under 15, 000 in population, regional centers, town centers, school districts, established neighborhood associations, neighborhood planning organizations, community planning and participation organizations, and other such similar groups as specifically defined by the Metro Council.

With this direction, Metro staff prepared three map options for Council consideration (included in this packet as Attachment 1 to this staff report), broadly summarized below with changes based from current Metro districts:

- **Option 1**
Shifts the City of Wilsonville and the portion of Stafford south of Interstate 205 from District 3 to District 2. It also shifts the northern boundary of District 3 to Hwy. 26 in some places and takes in more of Beaverton and Aloha, removing this area from District 4. It makes minor modifications to the other Metro districts and brings all districts to within 0.15 percent of the average district population.

- **Option 2**
Shifts District 2 eastward to take in a majority of Happy Valley, which is currently located in District 1. District 1 takes in more of east Portland from District 6 while Maywood Park and other portions of east Portland, currently in District 1, would shift to District 5. District 6 would also extend westward into Beaverton, taking territory from both Districts 3 and 4, while Aloha and parts of Beaverton would shift from District 4 to District 3. This map brings all districts to within 3 percent of the average district population.
- **Option 3**
Also shifts District 2 eastward into a majority of Happy Valley while District 1 takes in more of east Portland. District 5 receives a portion of northern Beaverton and unincorporated Washington County from District 4, and the northern boundary of District 3 is drawn at Beaverton-Hillsdale Hwy. and Tualatin Valley Hwy. in Washington County, bringing Aloha into District 3 from District 4. This map also brings all districts to within 3 percent of the average district population.

Staff have distributed these three options to regional school districts, cities, and counties and actively solicited feedback on the proposals by way of a public comment period closing on May 12th as well as public hearings on the first and second readings of this ordinance. Public comment will be made available as part of the legislation package during the ordinance's second read and the Metro Council's vote on May 19th.

Of these three options, Metro staff recommends Option 3 as the adopted reapportionment plan; this proposal enables Wilsonville and neighboring Tualatin and Sherwood to remain in the same district to enhance current municipality collaboration, incorporates numerous pieces of feedback in the iterative process of developing map options, meets all necessary legal requirements, and strives to best meet established reapportionment criteria, with the understanding that in such a tight timeframe no map option will be universally perfect for all stakeholders.

ANALYSIS/INFORMATION

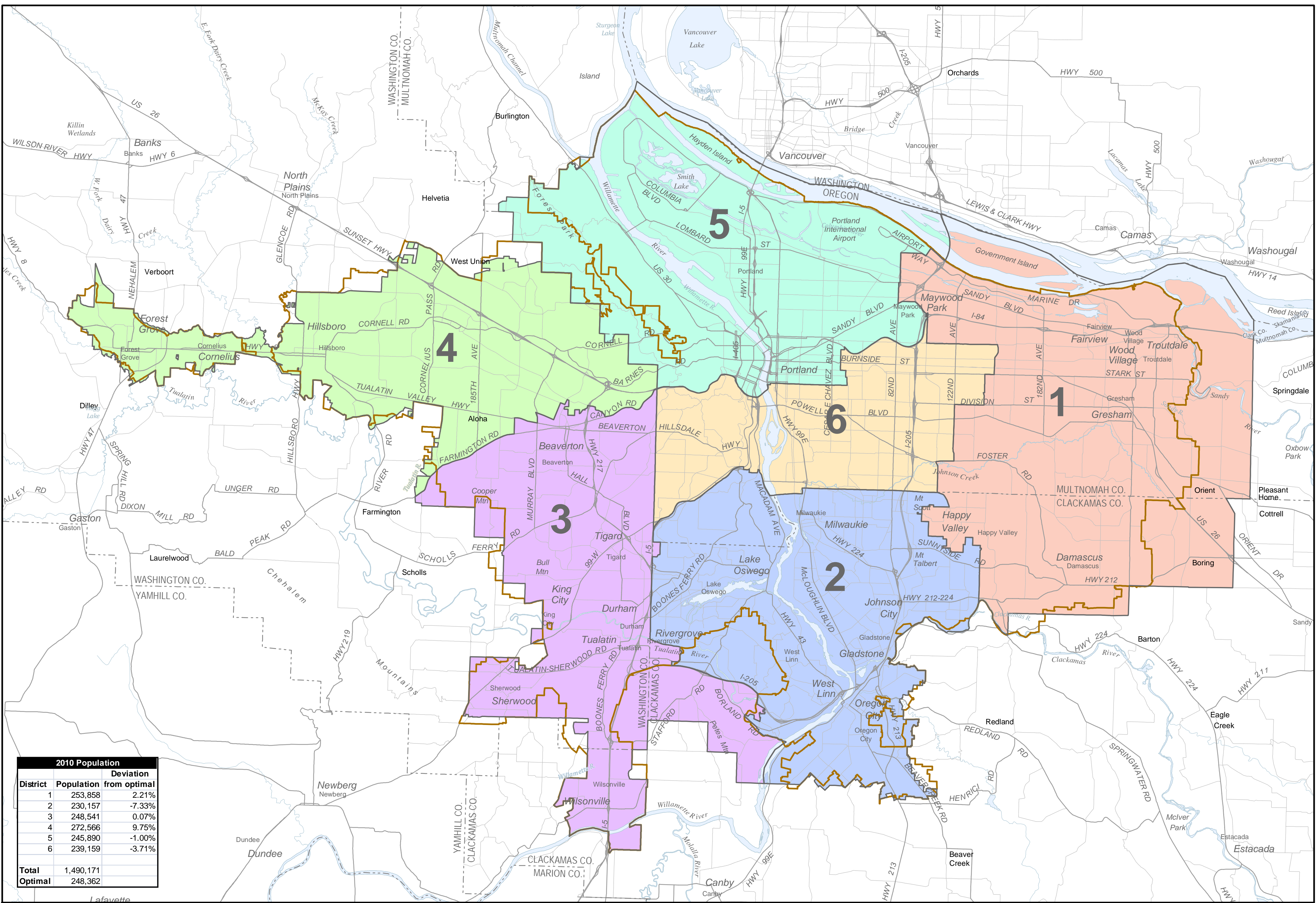
1. **Known Opposition** None currently identified for all three map options. There are concerns about one option over another, but no opposition to the collective group of options.
2. **Legal Antecedents** Ordinance No. 11-1258; and Metro Charter 31(1).
3. **Anticipated Effects** This ordinance would immediately adopt the proposed staff recommendation to reapportion Metro districts.
4. **Budget Impacts** No major impacts anticipated.

RECOMMENDED ACTION

Metro staff, the Acting Chief Operating Officer, and Councilor Roberts recommend adoption of Reapportionment Option 3 to best meet the criteria established by Ordinance No. 11-1258 and Metro Charter 31(1) and adoption of Ordinance No. 11-1261.

ATTACHMENT 1 TO THE STAFF REPORT, ORDINANCE NO. 11-1261

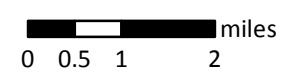
MAP OF CURRENT METRO DISTRICTS & (3) MAP OPTIONS FOR METRO COUNCIL REAPPORTIONING



2010 Population		
District	Population	Deviation from optimal
1	253,858	2.21%
2	230,157	-7.33%
3	248,541	0.07%
4	272,566	9.75%
5	245,890	-1.00%
6	239,159	-3.71%
Total	1,490,171	
Optimal	248,362	

Current Council Districts

Metro Jurisdictional Boundary and Urban Growth Boundary

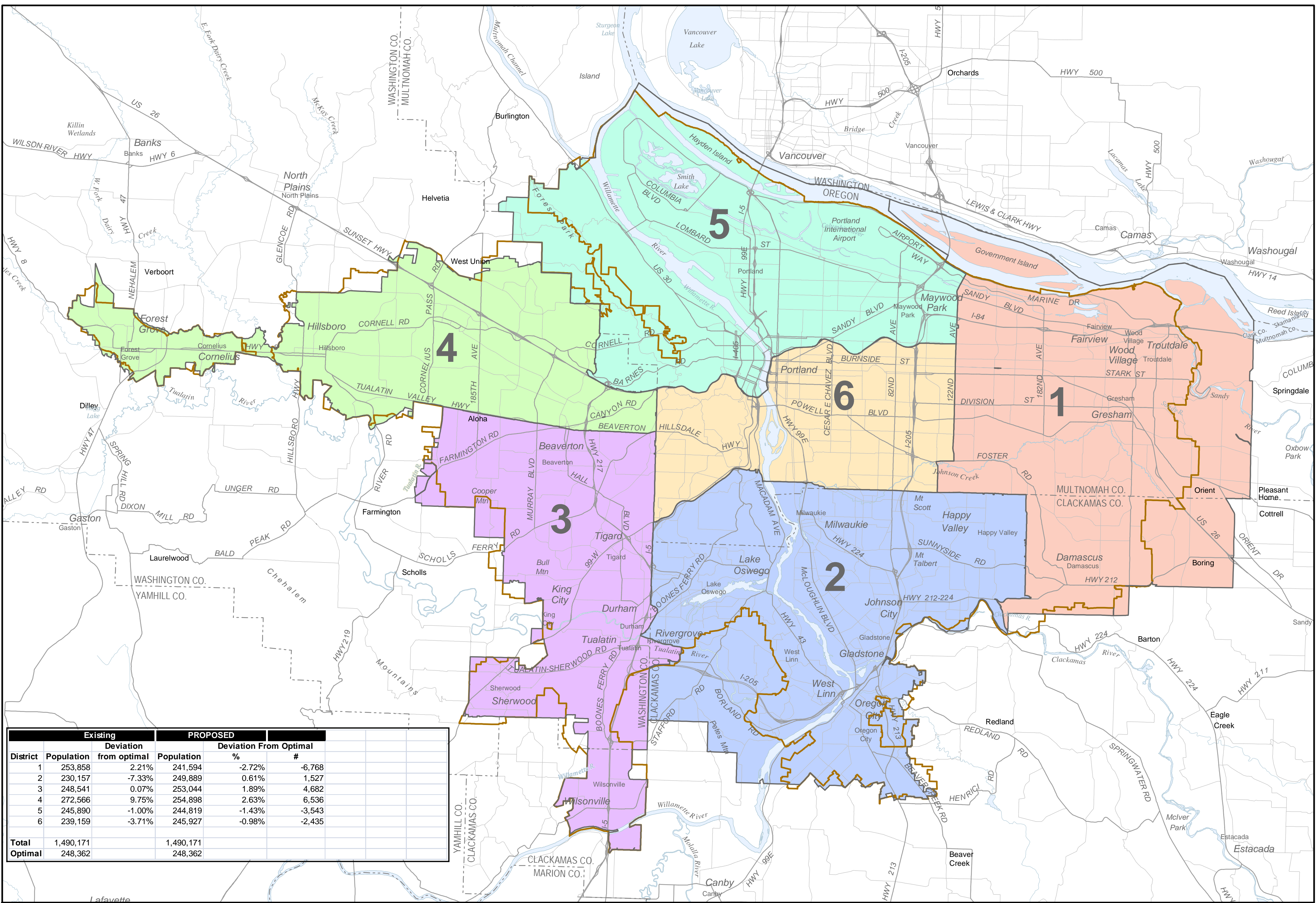


Urban growth boundary

County Boundaries



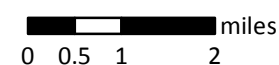
The information on this map was derived from digital databases on Metro's GIS. Care was taken in the creation of this map. Metro cannot accept any responsibility for errors, omissions, or positional accuracy. There are no warranties, expressed or implied, including the warranty of merchantability or fitness for a particular purpose, accompanying this product. However, notification of any errors are appreciated.



District	Existing		PROPOSED		#
	Population	Deviation from optimal	Population	Deviation From Optimal %	
1	253,858	2.21%	241,594	-2.72%	-6,768
2	230,157	-7.33%	249,889	0.61%	1,527
3	248,541	0.07%	253,044	1.89%	4,682
4	272,566	9.75%	254,898	2.63%	6,536
5	245,890	-1.00%	244,819	-1.43%	-3,543
6	239,159	-3.71%	245,927	-0.98%	-2,435
Total	1,490,171		1,490,171		
Optimal	248,362		248,362		

Option 3 - Council Redistricting

Metro Jurisdictional Boundary and Urban Growth Boundary



Urban growth boundary

County Boundaries



DRAFT, April 22, 2011

The information on this map was derived from digital databases on Metro's GIS. Care was taken in the creation of this map. Metro cannot accept any responsibility for errors, omissions, or positional accuracy. There are no warranties, expressed or implied, including the warranty of merchantability or fitness for a particular purpose, accompanying this product. However, notification of any errors are appreciated.

Tony Andersen

From: Virginia Bruce [vrb@teamweb.com]
Sent: Wednesday, May 18, 2011 2:53 PM
To: Tony Andersen
Subject: Cedar Mill split in two

I am very concerned that Option 3, which is apparently what is going to happen, will split our community in two. I don't understand how the people of NW Portland have anything in common with people out here - different county, different concerns. It also splits our CPO.

vb

Virginia Bruce
Vice Chair, CPO #1
<http://cpo1friends.org>
503-803-1813

Tony Andersen

From: Hoffman, Jack [jhoffman@ci.oswego.or.us]
Sent: Monday, May 16, 2011 11:38 AM
To: Tony Andersen
Cc: Council Distribution
Subject: Metro Redistricting Maps

Categories: Yellow Category

Tony;

Our council is divided on whether we prefer Map 1, 2 or 3. There were pro's and con's raised for all three concepts.

Jack Hoffman
Mayor, City of Lake Oswego

PUBLIC RECORDS LAW DISCLOSURE

This e-mail is a public record of the City of Lake Oswego and is subject to public disclosure unless exempt from disclosure under Oregon Public Records Law. This email is subject to the State Retention Schedule.



City of Tigard

May 17, 2011

Metro Councilor Carl Hosticka
600 NE Grand Avenue
Portland, OR 97232

RE: Tigard Position on Metro Districting Proposals

Dear Councilor Hosticka:

Thank you for the opportunity to comment on the three redistricting options being considered by the Metro Council. We appreciate your hard work and consideration in developing new district maps. Our strong belief is Option 3 keeps Tigard's community's interest in tact, and further would keep transportation corridors and business corridors together.

The City of Tigard prefers Option 3 for three reasons:

- ✓ Key segments of I-5, Highway 99, and Highway 217 that impact Tigard are in the same district
- ✓ The cities of Tigard and Wilsonville which are closely aligned in business, economic, and transportation interests are in the same district.
- ✓ The current districts which are similar to the proposed districts in Option 3 have worked well for Tigard's elected officials, staff, and citizens.

Tigard's location at the crossroads of transportation corridors I-5, Highway 217 and Highway 99/Pacific Highway forms a community linked by transportation and land use policy. Addressing the priorities are often complex and require the attention of state, local and federal officials. The SW Corridor Plan, for example, involves Metro, ODOT, Washington County and several other cities. City officials and Metro have been working together from the beginning of the project to articulate the importance of this long-term investment and surrounding policy issues.

Tigard's transportation links, in turn, have created a unique community where 70 percent of residents work outside the city. In Tigard, there are more jobs than people in the workforce living within the City boundaries. In fact, there are 2.3 jobs per household in Tigard which exceeds the region average of 1.5 jobs per household.

It is with these considerations that we believe Option 3 is best for the long-term interests of Metro and Tigard.

Sincerely,

Craig E. Dirksen, Mayor
City of Tigard



Denny Doyle, Mayor

May 12, 2011

Tom Hughes
Metro Council President
600 NE Grand Avenue
Portland, OR 97232-2736

RE: Metro Ordinance 11-1261

Dear Council President Hughes:

I have taken the opportunity to review the draft of Ordinance 11-1261 and accompanying staff report dated May 11, 2011 concerning a proposed Metro Council redistricting plan. The City of Beaverton agrees with the Metro staff recommendation of Option 3 as the to-be-adopted redistricting plan. However, to provide the greatest continuity of Metro Councilor representation for the City of Beaverton, we suggest a slight boundary modification to the Option 3 map.

The Option 3 map dated April 22, 2011 proposes that a portion of District 5 represent a small amount of lands within the City of Beaverton and Washington County. This area has historically been represented by District 4. I request that the boundary line for District 4 be modified to match the Washington County - City of Portland boundary lines. The Forest Heights neighborhood and several other locations within Washington County are located within the City of Portland. I suggest these City of Portland areas may be suitably represented by District 5 and maintain representational continuity for the balance of District 4.

Lastly, I strongly encourage the Metro Council to adjust the district boundaries to include the urban reserves for the region. In the City of Beaverton's particular case, Urban Reserve Area 6B should be added to District 3. Once the properties within this reserve area are brought into the Urban Growth Boundary, the City will annex and govern those properties.

Thank you for your consideration on this matter.

Sincerely,

A handwritten signature in black ink that reads "Denny Doyle". The signature is written in a cursive, flowing style.

Denny Doyle
Mayor

c: Don Mazziotti, Community Development Director

City of Beaverton • 4755 SW Griffith Drive • PO Box 4755 • Beaverton, OR 97076 • www.beavertonoregon.gov
ph: 503.526.2481 • fax: 503.526.2571

The Best of Oregon



29799 SW Town Center Loop East
Wilsonville, OR 97070
Phone 503-682-0411
Fax 503-682-1015
TDD 503-682-0843
Web www.ci.wilsonville.or.us

May 11, 2011

Honorable Tom Hughes, President
Honorable Carl Hosticka, Councilor, District 3
Metro Council
600 NE Grand Avenue
Portland, OR 97232-2736

RE: City of Wilsonville Preference for Metro Redistricting Options

Dear President Hughes and Councilor Hosticka:

On behalf of the Wilsonville City Council, I am writing to indicate the City of Wilsonville's preference for Option 3 of the proposed Metro Redistricting reapportionment proposals under consideration by the Metro Council.

The City supports Metro staff recommendation and reasoning as outlined on page 2 of the Metro Staff report dated May 12, 2011, entitled "In Consideration of Ordinance No. 11-1261, for the Purpose of Adopting a Metro Council District Reapportionment Plan and declaring an Emergency":

"Metro staff recommends Option 3 as the adopted reapportionment plan; this proposal enables Wilsonville and neighboring Tualatin and Sherwood to remain in the same district to enhance current municipality collaboration."

A considerable thrust for the City has been focused on interjurisdictional work with the cities of Tualatin and Sherwood and other partners on land-use and transportation planning and other shared municipal infrastructure issues such as domestic water supplies. The City understands also that Option 3 meets the required legal threshold for acceptable statistical deviation among the districts. The City would be supportive of a minor "scrivener's" correction that modifies the boundary for the City of Happy Valley that allows all of the city to be in the same district.

Thank you for your time and consideration

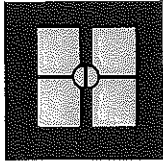
Sincerely,

A handwritten signature in black ink that reads "Tim Knapp".

Tim Knapp, Mayor

cc: Wilsonville City Council
Charlotte Lehan, Chair; Jody Carson, Other Cities of Clackamas County representative,
Metro Policy Advisory Committee (MPAC)

CITY OF HILLSBORO



May 11, 2011

Metro Council
600 NE Grand Ave.
Portland, OR 97232-2736

RE: Metro Redistricting

Dear Metro Council Members:

This letter responds to your request for comments and suggestions on proposed redistricting of Metro Council boundaries. I support and recommend approval of Metro's redistricting Option 3. It provides the greatest continuity of representation for our community on the Metro Council. Our Metro Councilor must have an ongoing understanding of the issues and land use history related to Hillsboro. Option 3 is most responsive to this need.


Our support of this option includes one key caveat relating to automatic adjustments to the Metro Council district boundaries when lands are brought into the Urban Growth boundary (UGB) and could reasonably be included in two or more Metro Council districts. Such lands should be added to the district containing the city that will annex/govern that land. More specifically, in our case, if the urban reserve land in South Hillsboro is brought into the UGB, that land should be added automatically to Metro Council District 4 which covers Hillsboro. We are committed to its annexation and governance.

Again, I support Metro redistricting Option 3 and encourage you to vote in favor of its adoption.

Thank you.

Sincerely,

CITY OF HILLSBORO



Jerry W. Willey
Mayor

Tony Andersen

From: Kelsey Newell
Sent: Thursday, May 12, 2011 9:47 AM
To: Barbara Roberts; Ken Ray; Tony Andersen
Subject: FW: Metro Council redistricting maps now available for public review

Categories: Yellow Category

MPAC Citizen member comments on redistricting for inclusion in your analysis or reporting.

From: Ed Gronke [<mailto:gronkee@msn.com>]
Sent: Thursday, May 12, 2011 9:20 AM
To: Kelsey Newell
Subject: Re: Metro Council redistricting maps now available for public review

Kelsley:

I'd vote for option 2. It seems to best align the interests of communities in that District.

Ed Gronke
Clackamas County Alternate Citizen Rep

From: Kelsey Newell
Sent: Friday, April 29, 2011 3:32 PM
To: Kelsey Newell
Subject: Metro Council redistricting maps now available for public review

To MPAC members, alternates and interested parties:

The Metro Council requests your comments on three different options for redrawing Council district boundaries.

Every ten years, following the completion of the U.S. Census, the Metro Council is required to evaluate whether each of its six districts are of relatively equal population and adjust the district boundaries as necessary to provide for equal representation. The results of the 2010 U.S. Census indicate that the populations of a few of the Metro Council districts vary significantly from the average district population, which is now 248,362.

Federal law requires that no district will vary in population more than five percent above or below the average population. The Council will also give consideration to existing precincts and, to the greatest extent possible, will maintain communities of interest. Such communities of interest are represented in cities under 15,000 in population, regional centers, town centers, school districts, established neighborhood associations, neighborhood planning organizations, community planning and participation organizations and other similar groups as specifically defined by the Metro Council.

The three options for redrawing district boundaries are available to review online at www.oregonmetro.gov/redistricting. Please take a look at these options and provide your feedback. Comments can be directed to Tony Andersen in the Council office through email at tony.andersen@oregonmetro.gov or by regular mail to 600 NE Grand Avenue, Portland, Oregon 97232. Please submit your comments before May 12, if possible.

The Metro Council will hold two public hearings on the redistricting proposal, each at 2 p.m. on May 12 and May 19 (both are Thursdays) in the council chamber at Metro Regional Center. The Council is scheduled to adopt a final reapportionment map at the May 19 hearing.

Thanks you,

Kelsey Newell
Regional Engagement Coordinator

Tony Andersen

From: Denis Whittet [denisw@gladstonecc.org]
Sent: Tuesday, May 10, 2011 12:03 PM
To: Tony Andersen
Subject: Metro redistricting plans

Categories: Yellow Category

Mr. Anderson,

I appreciate the opportunity as a school board member of Gladstone to have input into the proposed Metro redistricting options. I recognize the legal mandate to re-align the districts for population balance and am thankful for this opportunity.

Having looked at the 3 proposals (as a resident of District 2) I would prefer either options #2 or #3. My reasoning reflects only focus on the affect on Districts 1,2 and 3, so it seems to me that keeping Wilsonville in District 3 makes more sense geographically and probably economically; also Happy Valley probably has more connection to the communities to it's west, so this shift seems the most logical to me.

Again, thank you for the chance to have input.
Denis Whittet, Gladstone School Board Chair



CITY OF

PORTLAND, OREGON

Sam Adams, Mayor
Nick Fish, Commissioner
Amanda Fritz, Commissioner
Randy Leonard, Commissioner
Dan Saltzman, Commissioner

May 9, 2011

Metro Council President Tom Hughes
600 NE Grand Avenue
Portland, OR 97232

RE: Metro Council Redistricting

Dear President Hughes,

As the City of Portland's representatives to the Metro Policy Advisory Committee (MPAC), we wanted to take the opportunity to comment on the proposed redistricting options that the Metro Council is considering. As a general comment, we encourage the Metro Council to be mindful of equity as a consideration in whatever option is selected. The City of Portland and its residents are currently developing the Portland Plan—a long-range plan to position Portland as a thriving city, which features equity as a foundation for the Plan. As you undertake redrawing boundaries, as a result of population shifts, an understanding of the various communities of interest that are represented within each district is critical in ensuring that future Metro Council decisions equitably involve district residents and address any disparities that may exist for residents that live within these respective districts.

We also want to offer a specific comment on the three options being proposed by Metro. Our review of these three options leads us to believe that Option #3 will provide a good basis for regional representation. In our opinion, we believe that using 122nd Avenue as the western boundary between District 1 and Districts 5 and 6 provides more clarity for the residents of these districts.

We suggest one small revision to the boundary between District 2 and 6 in the Sellwood neighborhood of southeast Portland. This boundary should follow the county line, as it currently does, and not slide north to Tacoma Street, which it does in the proposed Option #3. The effect of keeping the existing boundary in Option #3 is that it splits up the neighborhood. Using the county line as the boundary would bring both districts closer to the average district population target.

Thank you for your hard work and deliberation of this matter and for providing us with the opportunity to comment.

Best regards,

Mayor Sam Adams

Commissioner Amanda Fritz

cc: Metro Councilor Shirley Craddick, District 1
Metro Councilor Carlotta Collette, District 2
Metro Councilor Carl Hosticka, District 3
Metro Councilor Kathryn Harrington, District 4
Metro Councilor Rex Burkholder, District 5
Metro Councilor Barbara Roberts, District 6
Portland City Commissioner Nick Fish
Portland City Commissioner Randy Leonard
Portland City Commissioner Dan Saltzman

Tony Andersen

From: Jason Tuck [jasont@ci.happy-valley.or.us]
Sent: Wednesday, May 04, 2011 9:05 AM
To: Tony Andersen
Cc: Lori DeRemer
Subject: Metro Redistricting

Categories: Yellow Category

Tony

Please accept these comments as Happy Valley's input into the proposed options for Metro Redistricting. The City would be in favor of Options 2 or 3 if the boundaries on the east side of proposed District 2 are amended to include all of Happy Valley. Both options 2 and 3 has the City in Metro District 1 and 2. Your GIS people can contact our planning department to get an accurate planning area boundary for Happy Valley. Thanks

Jason A. Tuck
City Manager
City of Happy Valley
16000 SE Misty Drive
Happy Valley, OR 97086
www.ci.happy-valley.or.us
503-783-3833

Preserving and enhancing the safety, livability and character of our community

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Tony Andersen

From: David and Jerani Horne [davenjerani@comcast.net]
Sent: Tuesday, May 03, 2011 7:41 AM
To: Tony Andersen
Subject: Option 1 makes the most sense

Categories: Yellow Category

Redistricting Option 1 makes the most sense.

Jerani Horne
West Linn, OR 97068

Tony Andersen

From: Jill Smart [JillSmart@thehgroup.com]
Sent: Monday, May 02, 2011 11:39 AM
To: Tony Andersen
Subject: redistricting
Attachments: Jill Smart (JillSmart@thehgroup.com).vcf

Categories: Yellow Category

To Whom it May Concern:

While Option 2 brings the population numbers most into alignment, I personally prefer Option 3, which most closely follows county borders and would therefore be the easiest to align with other governmental organizations and services in the same geographical area. Additionally, were the Metro Districts to expand in the future, as one would assume that they will, it would be simpler to do so for one district at a time, geographically, without impacting an adjoining District or having to rework the entire map, again. I personally would like to see that future possible additions to the Districts should be charted out *at the same time* that this map is redrawn, so as to avoid having to go over the same issues again as the population increases/decreases. I'm assuming that with the 2010 census, Metro has access to figures indicating with areas are growing & which are trending down.

In addition, I would think that more geographically compact districts would also entail less in fuel expenses, as there would or should be fewer miles driven by Metro vehicles. Please carefully consider the costs per District, rather than who gets the most people. Populations shift and will continue to do so as the economy improves. Please try to keep things simple & straightforward...I think the voting public is heartily sick of convoluted & unnecessarily complicated. Thank you.

Sincerely-

Jill D. Smart

Jill D. Smart
Oregon City

971-285-5211 cell

savantor@aol.com

Tony Andersen

From: Mayorhardie@aol.com
Sent: Friday, April 29, 2011 5:29 PM
To: Tony Andersen
Cc: marcimarshall@yahoo.com; daves@crsdatasolutions.com; casey@gatewayci.com; topdog2665@q.com; cityofmaywoodpark@integra.net
Subject: redistricting
Categories: Yellow Category

Tony,

As mayor of Maywood Park I would like to offer my opinion of the proposed redistricting options. Metro states that part of redistricting takes into consideration; school districts, established neighborhood associations, neighborhood planning organizations, community planning and participation organizations and other similar groups. In addition I would assume that consideration is given to communities with similar needs, demographics, and geographical location. Proposals 2 & 3 miss that mark completely. Maywood is in the Parkrose school district, it is one of the 5 east county cities (Fairview, Wood Village, Troutdale and Gresham) and shares many of their concerns and needs. Options 2 & 3 would separate us from the groups that we have in the past and will continue to interact with. Such a plan is ridiculous, short sighted, and contrary to fostering good community relationships.

Mark Hardie
Mayor
City of Maywood Park

Tony Andersen

From: Dave Snodgrass [daves@crsdatasolutions.com]
Sent: Friday, April 29, 2011 4:29 PM
To: Tony Andersen
Cc: 'Mayorhardie'
Subject: Redistricting

Categories: Yellow Category

Mr. Andersen,

As a City Councilor and resident of Maywood Park, allow me to encourage the adoption of "Option 1" of the redistricting proposals presented.

The needs and demographic of our residents more closely mirror those of east county residents and municipalities.

As such, extending the boundaries of representation with those communities to include ours is most in keeping with the goals of Metro and Maywood Park.

*Dave Snodgrass
City of Maywood Park*



2011 Nature in Neighborhoods Restoration and Enhancement Grant Awards

 Metro | *People places. Open spaces.*

Restoration and Enhancement Grants Program History 2005-2011

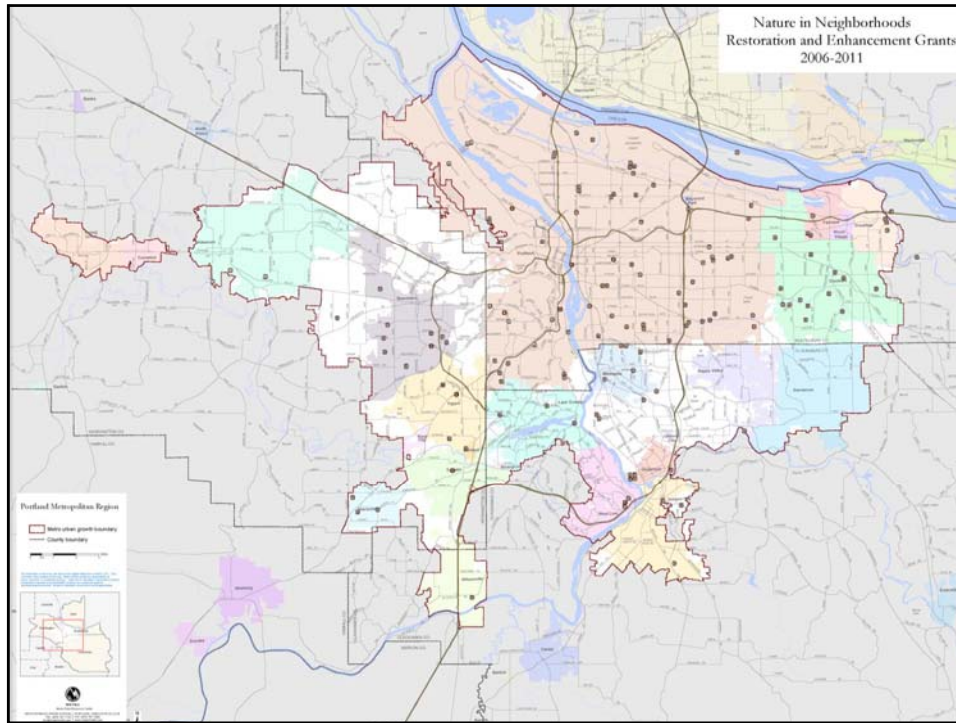
96 projects funded totaling **\$1.725 million**

\$8 million dollars leveraged as match
or
\$4.70 to every **\$1.00** of Metro funding

100,000+ committed volunteer hours

450+ estimated partners

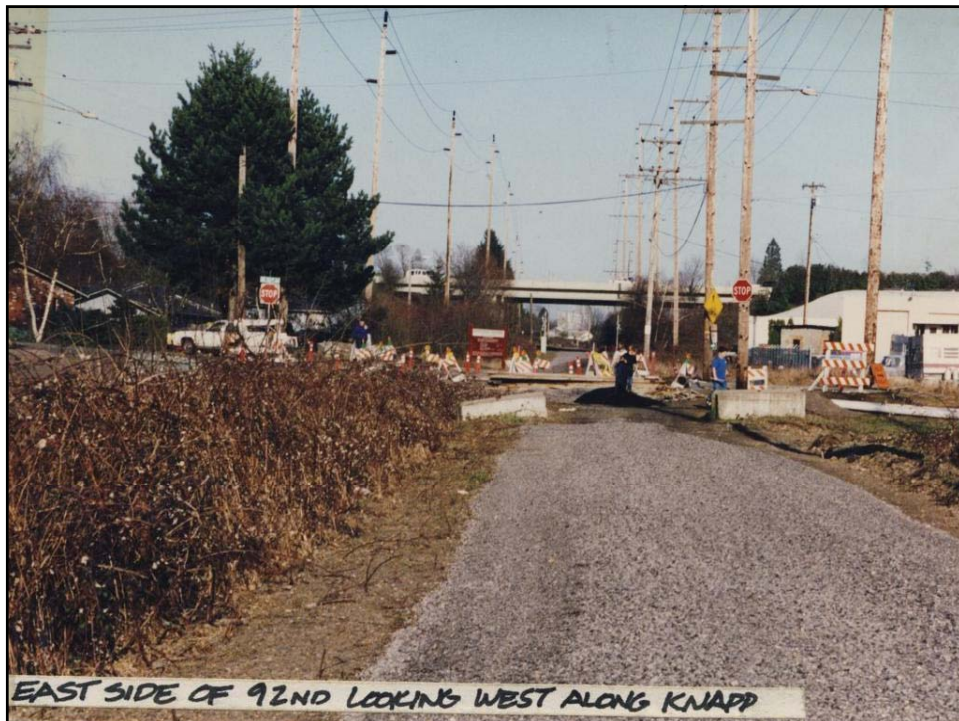




Success stories - partners

Atkinson Elementary School/ PPS, City of Beaverton, City of Milwaukie, Clackamas County Water Environment Services (WES.), Clackamas River Basin Council, Columbia Slough Watershed Council, Ventura Park Elementary School and Fir Ridge Alternative High School, David Douglas School District, SE Uplift, Ed Kerns, Friends of Trees, Hector Campbell Neighborhood District Association (NDAA), Jackson Bottom Wetland Preserve, Owens Corning, Portland Bureau of Environmental Services, PSU, Portland Parks and Recreation, Wilson High School/PPS, Raindrops to Refuge, Reynolds Natural Resource Academy, SOLV, The Wetlands Conservancy, WolfTree Inc., Marshall High School, Beaverton School District, Summa Academy, Lower Columbia River Partnership, Hayhurst Neighborhood Association, Cedar Sinai, Gresham Neighborhood Association, City of Gresham, City of Wilsonville, Student Watershed Research Project at Willamette High School, Center for Research in Environmental Sciences and Technologies (CREST), Confluence Project, Confederated Tribes of the Grande Ronde, City of Troutdale, State of Oregon, the US Forest Service, Urban League of Portland, Mt. Hood Community College, East Columbia Neighborhood Association, Columbia Corridor Association, the City of Portland, Multnomah County Drainage District, Columbia Slough Watershed Council, East Multnomah SECC, Portland Office of Neighborhood Involvement, Fans of Fanno, Fowler Middle School/Beaverton, Tualatin Riverkeepers, Friends of Fowler Open Space, Friends of Summer Creek, Biodiversity Project of Tigard, Friends of Tryon Creek, Tryon Creek Watershed Council, Henderson Landscaping, Clackamas County Soil and Water Conservation District, OSU Extension Service, Johnson Creek Watershed Council, East Multnomah Soil and Water Conservation District, Clackamas County Soil and Water Conservation District, Oregon Watershed Enhancement Board, Oregon Department of Agriculture, Oregon Trout, Native American Youth and Family Center, 300 SW Portland Homeowners, The Nature Conservancy, US Forest Service, Bureau of Land Management, Clackamas County, Oregon Department of Fish and Wildlife, Oregon Parks and Recreation Department, Portland Community College – Sylvania Campus, SW Watershed Resource Center, Portland Parks and Recreation, Southwest and West Portland park neighborhoods, AGI Consulting, private property owners, Oregon City Service Learning Academy, Oregon City Watershed Council, City of West Linn, Clackamas County, SOLV's "Green Teams" of local high school youth, Verde, Tualatin Hills Park and Recreation District, Three Rivers Land Conservancy, Portland State University, Washington County Small Woodland Association members, City of Beaverton, Hacienda, Columbia Slough Watershed Council, private landscape design and installation businesses, Wilkes Community Group, Willamette Riverkeepers, Ivy Warriors, Oregon Department of Environmental Quality, Volunteers in Action, Audubon Society of Portland, 150 Gresham Homeowners, City of Lake Oswego, 500 students from Lents area, Northwest Coalition for Alternatives to Pesticides, Tryon Creek Watershed Council /SWNI, Audubon Society of Portland, 500 Portland Property Owners, City of Hillsboro, Forest Park Conservancy, Friends of Nuskak, Rigler Elementary School/PPS, Milwaukie Presbyterian Church, Milwaukie High School, Portland Waldorf High School, Reed College, SOLV, City of Troutdale, City of Durham, Friends of Trees, Friends of the Tualatin River National Wildlife Refuge, Sherwood School District, Edy Road Middle and Elementary schools, Friends of Zenger Farm, Johnson Creek Watershed Council, Lower Columbia Estuary Partnership, Wilderness International, Clackamas County juvenile department, City of Gladstone, North Clackamas Parks & Recreation District, North Clackamas Urban Watershed Council, Clackamas Community College, Greater Oregon City Watershed Council, Clackamas County Office of Sustainability, City of Oregon City, Oregon State University Extension for Clackamas County, ODOT, City of Portland, Northwest Trail Alliance, Groundworks Portland, Friends of Gateway Green, SOLV, Willamette Riverkeeper, Wilderness International, North Clackamas Urban Watershed Council, City of Gladstone, Rinearson Homeowners Association, Robinwood River Homeowners Association, Oregon Department of Fish and Wildlife, Oregon Department of Environmental Quality, Forest Park Conservancy, West Multnomah Soil and Water Conservation District, Audubon Society of Portland, Forest Park Conservancy, West Multnomah Soil and Water Conservation District, City of Gresham, Johnson Creek Watershed Council, Columbia Slough Watershed Council, Sandy River Basin Watershed Council, Central City Neighborhood Association, Northwest Neighborhood Association, East Columbia Neighborhood Association, North Portland Community Works, Portland Bureau of Environmental Services, Portland State University's Center of Lakes and Reservoirs, Multnomah County Drainage District, Columbia Slough Watershed Council, Port of Portland's Natural Resources Program, Oregon Invasive Species Council, USDA Research Services Aquatic Weed Laboratory at the University of California/Davis, Columbia Edgewater Country Club, Lake Oswego United Church of Christ, City of Lake Oswego, Clackamas County Soil & Water Conservation District, Dana Thompson Tanks and Soil, Ecumenical Ministries of Oregon, Friends of Tryon Creek, Forest Highlands Neighborhood Association, Otak, Inc., Tryon Creek Watershed Council, Lent Elementary School, Ecology in Classrooms & Outdoors, Portland Parks & Recreation, Johnson Creek Watershed Council, City of Portland's Bureau of Environmental Services, The Nature Conservancy, City of West Linn, West Linn/Wilsonville School District, West Linn High School, Tualatin Riverkeepers, Vose Elementary School, West Washington County Family Literacy Collective, City of Tigard, Adelante Mujeres, The Wetlands Conservancy, Clean Water Services, Tualatin Hills Parks and Recreation District, Center for Diversity and the Environment, Xerces Society, Johnson Creek Watershed Council, Tryon Creek Watershed Council, Clackamas Basin River Council.

SPRINGWATER ECOLOGY PROJECT



















Success stories

Education and Stewardship

- Hundreds of schools
- Thousands of school children
- Hands on education
- Low income areas



Success stories

Restoration on private lands

- Backyard habitat programs
- Businesses
- Watershed Council's
- SOLV



Restoration and Enhancement Grants 2011 Application Process

48 pre-applications submitted totaling
\$721,826 in requests



37 project/program grants
11 planning grants



18 projects invited to submit full
applications totaling **\$311,732** in
requests



11 projects recommended for funding
totaling **\$175,000**

Restoration and Enhancement Grants

**New this year: planning and
project development grants**

- Up to **\$10,000** per project
- \$30,000** allocated in total
- 11** pre-applications submitted



Restoration and Enhancement Grants 2011 Recommended Planning

Clackamas Community College	\$10,000
Planning for Site Restoration at the John Inskeep Environmental Learning Center	
Friends of Gateway Green	\$10,000
Gateway Green Planning Project	
SOLV	\$10,000
Rinearson Creek Feasibility Study	

Restoration and Enhancement Grants 2011 Recommended Projects

Audubon Society of Portland	\$20,000
Balch Creek and Cornell Road Corridor Invasive Removal Project	
City of Gresham	\$7,000
Healthy Streams Program	
East Columbia Neighborhood Association	\$20,000
Blue Heron Wetlands Restoration Project	
Lake Oswego United Church of Christ	\$12,129
Stormwater Management Phase II - Parking Lot Rain Garden	



Restoration and Enhancement Grants 2011 Recommended Projects

Lent Elementary School	\$24,700
Springwater Corridor Ecology Project	
Nature Conservancy	\$25,000
Camassia and Wilderness Park Restoration Project	
Tualatin Riverkeepers	\$24,606
Diverse Partners for Nature Awareness	
Xerces Society	\$11,500
Community Based Freshwater Mussel study	



Nature in Neighborhoods

2011 Capital Grant Awards

May 19, 2011



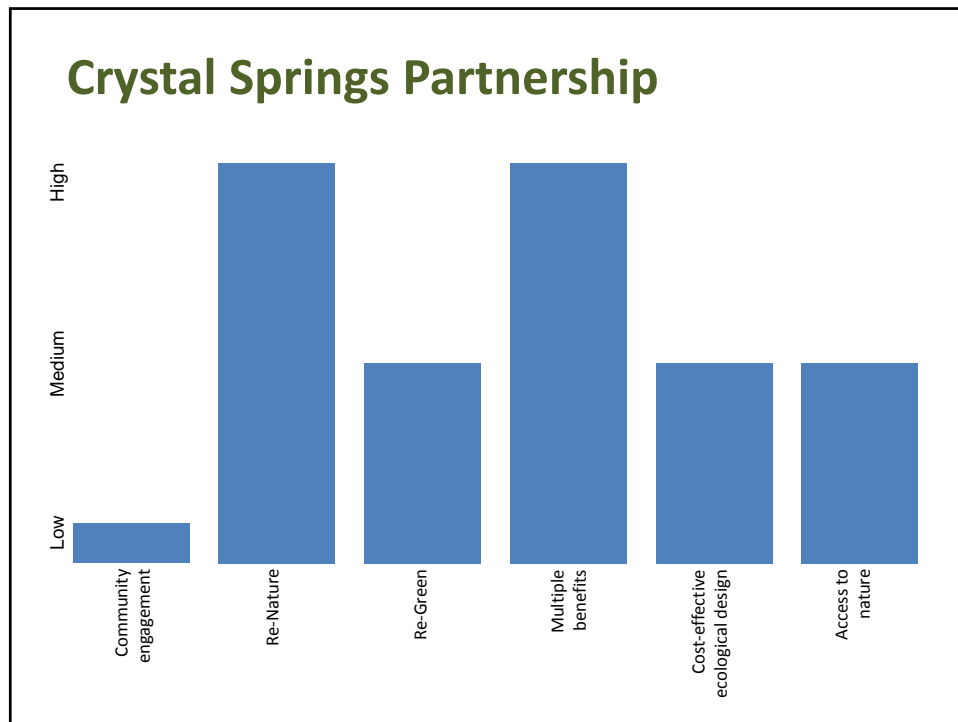
Capital Grant awards to date

August 2008 Hawthorn Grove Park Conservation Corner Westmoreland Park Total: \$395,000	March 2010 Trillium Creek Restoration Park Avenue Station Baltimore Woods Restoration Crystal Spring Partnership Summer Creek Acquisition Total: \$1,885,631
August 2009 Greening I-205 Corridor Nadaka Nature Park Expansion Oak Savanna Acquisition Humboldt Learning Garden Total: \$1,003,000	2011 recommendation Total: \$1,423,818
	Total program award \$4,690,433



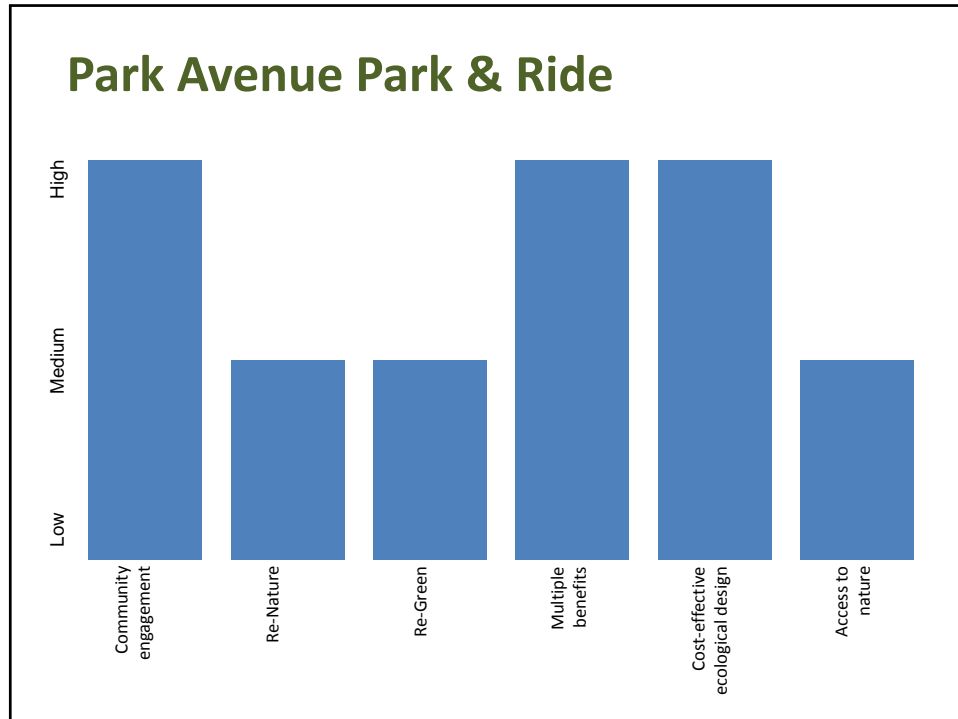
Baltimore Woods Restoration success indicators

- Demonstrate implementation of stabilization and management plan as well as commitment to **long-term maintenance** of investment
- Demonstrate **ongoing efforts to secure land and restore connectivity** within Baltimore Woods corridor along North Decatur Street



Crystal Springs Partnership success indicators

- Demonstrate that project serves as **catalyst for riparian restoration** throughout watershed within a 10-year timeframe
- Document how **stakeholders and neighbors are engaged in environmental stewardship** throughout Crystal Springs subwatershed to raise profile as a vital habitat for threatened species of wild salmon and steelhead
- Describe how **monitoring** of project helps inform future projects in Crystal Springs as well as other tributaries in the city



Park Avenue Park & Ride success indicators

- Demonstrate how project serves as an example of how habitat can be **integrated with future redevelopment projects** throughout the McLoughlin corridor
- Demonstrate how project builds **momentum to restore the riparian habitat along the creek** to Courtney Creek to the south
- Demonstrate capacity of project to **treat stormwater beyond project site**, including McLoughlin Blvd., Trolley Trail, and Elks property
- Demonstrate that agencies responsible for **maintaining** riparian forest are doing so in accordance with maintenance agreements

2011 Grant Review Committee recommendations



Mount Scott Creek restoration at North Clackamas Park



Clackamas County Water Environment Services
Grant award: \$150,034
Total project costs: \$450,222

Mount Scott Creek restoration at North Clackamas Park

Partners

- City of Milwaukie
- North Clackamas Parks & Recreation District
- Friends of Trees
- North Clackamas Urban Watershed Council
- Friends of Kellogg and Mt. Scott Creeks
- Friends of North Clackamas Park



Green Alley at the Virginia Garcia Memorial Health Center



The Virginia Garcia Memorial Health Center
Grant award: \$322,234
Total project cost: \$1,194,577

Green Alley at the Virginia Garcia Memorial Health Center

Partners

City of Cornelius

Adelante Mujeres

Centro Cultural

Verde

Jackson Bottom Wetlands Preserve

Clean Water Services



Boardman Creek fish habitat restoration project



**Oak Lodge Sanitary District and Clackamas County
Department of Transportation & Development**

Grant award: \$485,000

Total project cost: \$1,667,000

Boardman Creek fish habitat restoration project

Partners

North Clackamas Urban
Watershed Council

Oak Lodge Community Council

Jennings Lodge Citizen
Participation Organization

Clackamas County Urban Green

North Clackamas Parks &
Recreation District



Klein Point overlook and habitat enhancement



**City of Milwaukie and Johnson Creek Watershed
Council**

Grant award: \$225,000

Total project costs: \$670,399

Klein Point overlook and habitat enhancement

Partners

Oregon Watershed Enhancement Board
PGE Salmon Fund
Fish America Foundation
Oregon Dental Services (ODS)
Gary and Sharon Klein
Willamette Riverkeeper
Milwaukie Rotary
City of Portland



Wildside boardwalk and rain gardens



Pleasant Valley School

Grant award: \$112,350

Total project costs: \$342,588

Wildside boardwalk and rain gardens

Partners:

Ace Academy

City of Gresham

East Multnomah Soil & Water
Conservation District

Johnson Creek Watershed Council

Pleasant Valley School PTA



Wapato Marsh wetland restoration project



City of Hillsboro

Grant award: \$129,200

Total project costs: \$1,213,985

Wapato Marsh wetland restoration project

Partners:

Ducks Unlimited

Clean Water Services

Jackson Bottom Wetlands Preserve



BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF DIRECTING THE COO) RESOLUTION NO. 11-4262 A
TO IMPLEMENT A TOBACCO-FREE) Introduced by Councilor Burkholder with the
GROUNDS POLICY) concurrence of Council President Hughes

WHEREAS, Metro’s primary responsibility is “planning and policy making to preserve and enhance the quality of life and the environment for ourselves and future generations”; and

WHEREAS, tobacco-free parks and recreational facilities will further Metro’s mission of environmental stewardship and promoting livable, sustainable communities, as they help provide healthy, clean, attractive places for people to be physically active and enjoy the outdoors while upholding environmental values and protecting fish and wildlife; and

WHEREAS, tobacco waste products are the most common item found in litter cleanups and contain numerous pollutants which present a serious risk to children, fish, wildlife, who may ingest the material, and the health of our watersheds through chemical contamination; and

WHEREAS, adopting a tobacco-free policy exhibits leadership and commitment the regional outcome of clean air and clean water for current and future generations; and

WHEREAS, cigarettes and other smoking materials are the number one cause of fire deaths nationally and present a serious fire risk to forests, parks and natural areas purchased with taxpayer dollars under Metro’s stewardship; and

WHEREAS, the Surgeon General has declared that there is no safe level of exposure to secondhand smoke; and

WHEREAS, employees’ exposure to secondhand smoke may result in higher worker absenteeism due to respiratory disease, lower productivity, higher cleaning and maintenance costs, increased health insurance rates and increased liability claims for diseases related to exposure; and

WHEREAS, the World Health Organization maintains that tobacco poses a major challenge, not just to health, but also to environmental sustainability.

BE IT RESOLVED that, in order to protect public health and welfare, preserve and protect the region’s natural and open spaces and promote sustainable practices, the Metro Council directs the COO to start implementing a tobacco ban, which prohibits the use of all tobacco products and smoking devices at all Metro facilities beginning the summer of 2011 consistent with the implementation plan set forth in the staff report attached as exhibit A .

ADOPTED by the Metro Council this [insert date] day of [insert month], 2011.

Tom Hughes, Council President

Approved as to Form:

Alison Kean Campbell, Acting Metro Attorney

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 11-4262, FOR THE PURPOSE OF DIRECTING THE COO TO IMPLEMENT A TOBACCO-FREE GROUNDS POLICY

Date: May 19, 2011

Prepared by: Dan Cooper

Promoting Health and Wellness in our Environment and Communities: Metro's Tobacco-free Initiative

Background

The Metro Charter defines Metro's primary service as "planning and policy making to preserve and enhance the quality of life and the environment for ourselves and future generations." Therefore, in order to uphold Metro's primary responsibility, Metro staff proposes a policy before Metro Council that limits the use of tobacco on all Metro owned grounds in order to protect the health of our community, preserve environmental quality, and ensure a sustainable future.

Tobacco use poses a threat to the health of our communities. Tobacco smoke contains at least 172 toxic substances, including 3 regulated outdoor air pollutants, 33 hazardous air pollutants, 47 chemicals restricted as hazardous waste, and 67 known human or animal carcinogens.ⁱ National experts conclude that there is no safe amount of secondhand smoke; breathing even a little can be hazardous.ⁱⁱ Second hand smoke is linked to heart disease, lung cancer, stroke, breast cancer, nasal/sinus cancer and chronic lung problemsⁱⁱⁱ and poses an even greater risk to children.^{iv}

Cigarettes contain numerous pollutants, many of which are regulated under federal law.^v With twelve million cigarettes being smoked per minute around the world every single day, cigarette butts are a significant source of litter in the world.^{vi} This litter does not remain on sidewalks and garbage cans, but instead ends up in soil and waterways where nicotine and other harmful chemicals pose a risk to fish and wildlife.

Why should Metro adopt a tobacco policy?

Limiting tobacco use will further Metro's mission of environmental stewardship and promote sustainability. Limiting tobacco in public spaces is a natural step forward, as it helps provide healthy, clean, attractive places for people to be physically active and enjoy the outdoors while upholding environmental values and protecting fish and wildlife.

Limiting tobacco use will help provide safe spaces for kids to play and learn. Parks with tobacco policies will enable families to keep their children away from the harmful effects of secondhand smoke, which can lead to major improvements in childhood asthma and potentially save lives, while providing a clean and safe environment for children to experience natural wonders.

Limiting tobacco use at Metro's entrepreneurial facilities fits with our continued goal of creating green, sustainable and healthy communities and positions the greater Portland area as an attractive place to hold conventions, expositions and other events at a time when more and more facilities around the nation are going smoke-free.

Some other local agencies that support tobacco-free grounds

- Beginning in fall 2012 the University of Oregon campuses will all be tobacco-free
- Mt Hood Community College adopted a tobacco-free ban
- Oregon Coast Community College adopted a tobacco-free ban
- Tillamook Bay Community College adopted a tobacco-free ban
- Portland Community College adopted a tobacco ban (with designated smoking areas) at all three of its campuses.
- The City of Hillsboro adopted a tobacco ban at its parks and recreations facilities.
- The City of Portland prohibited smoking within 25 feet of play areas or play structures at their parks, and adopted smoking bans at Director Park and Pioneer Courthouse Square.
- Oregon Health and Sciences University and Portland Community College adopted smoking bans at their campuses. Oregon State is considering a similar ban.
- Legacy Health Systems, Kaiser Permanente, Providence Health Systems and Boeing all have tobacco-free properties.
- TriMet adopted a smoking ban at its bus shelters, WES/MAX stations and transit centers.
- The municipalities of Ashland, Corvallis, Happy Valley, Newport, Sherwood and Wasco County adopted smoking bans at their parks.

National municipalities that support limiting tobacco use

In the United States 470 municipalities in 42 states limit smoking in parks.^{vii} This includes bans in San Francisco, California; Des Moines, Iowa; Cambridge, Massachusetts; Portland, Maine; Albuquerque, New Mexico; Salt Lake City, Utah; New York State, New Jersey and Connecticut.

Suggested timeline for implementation

A phased implementation plan allows Metro to introduce an agency-wide tobacco policy via resolution and provide time for managers to develop worksite-specific solutions to potential enforcement issues. The recommended timeline sorts worksites into four implementation phases. Criteria for the implementation phases are the existing policies and the level of public interaction of each facility.

Phase 1 summer 2011:

The sites listed below will be included in the first phase of implementation and will be completely tobacco free with the exception of Blue Lake and Oxbow which will start a phased approach to limiting tobacco use.

- Metro Regional Center
- Mt. Talbert, Graham Oaks, and Cooper Mtn. Natural Areas
- Metro Central and Metro South transfer and Household Hazardous Waste stations
- St. Johns landfill
- MetroPaint facility
- Natural areas
- Blue Lake & Oxbow park*

* Both parks will start an educational campaign informing public about upcoming tobacco policy. Tobacco restrictions for both parks will start in the summer of 2012

Phase 2 Fall 2011:

- Portland Expo Center
- Oregon Convention Center
- PCPA facilities
- Pioneer cemeteries

Phase 3: Winter 2011

- Glendoveer Golf Course (to coincide with new contract)
- Metro-owned boat ramps and Marine Facilities
- Open Space Properties and Facilities

Phase 4: Summer 2012

- Oregon Zoo
- Blue Lake & Oxbow Park
 - No tobacco product use inside any enclosed structure
 - No tobacco products within 25' of play areas, picnic sites, water play areas, established sports fields, wetland areas, gardens, monument, fishing dock, trails within the park

Enforcement

Recognizing the unique circumstances in the agency's broad portfolio of venues and employment areas, Metro staff acknowledges that enforcement will be challenging. As Metro can only exercise limited enforcement, the key to successful implementation will rest on educational and outreach efforts. Managers will have flexibility in their process for implementation, but will ultimately be responsible for ensuring compliance with the policy prescribed in the resolution.

Costs

Costs for implementing this policy include three main components; staff time, signage, and cessation programs. An initial estimate of implementing the policy is approximately \$54,000. This figure does not reflect the significant amount of time, both during and after the implementation of this policy that will be dedicated to education and enforcement.

ANALYSIS/INFORMATION

1. **Known Opposition:** No known opposition to the proposed legislation
2. **Legal Antecedents:** Oregon Senate Bill 571 prohibits smoking in all public places and places of employment, including bars and restaurants or carry any lighted smoking instrument within 10 feet of the following parts of public places or places of employment:
 - (a) Entrances;
 - (b) Exits;
 - (c) Windows that open; and
 - (d) Ventilation intakes that serve an enclosed area.
3. **Anticipated Effects:** This resolution will restrict tobacco use in all public areas owned and operated by Metro.
4. **Budget Impacts:** It is estimated that approximately \$54,000 will be spent over the next two years to implement this legislation

RECOMMENDED ACTION

The Acting Chief Operating Officer request that the Council adopts resolution 11-4262 to start implementing a tobacco ban at all Metro facilities beginning the summer of 2011.

ⁱ James L. Repace, exposure analysis 203 (Wayne r. Ott et al. eds., 2006).

ⁱⁱ *The Health Consequences of Involuntary Exposure to Tobacco Smoke: A Report of the Surgeon General* (U.S. Department of Health and Human Services, 2006) 2.

ⁱⁱⁱ *Health Consequences*, 2.

^{iv} *Health Consequences*, 7.

^v James L. Repace, "Exposure Analysis," *Exposure to Secondhand Smoke*, eds. Ott, Steinemann, and Wallace (Boca Raton, FL: CRC-Press, 2007) Ch. 9.

^{vi} Kathleen M. Register, "Cigarette Butts as Litter: Toxic as Well as Ugly," *American Littoral Society*, Vol. 25, No. 2, August 2000.

^{vii} Alabama, Arkansas, Arizona, California, Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii, Iowa, Idaho, Illinois, Indiana, Kansas, Louisiana, Massachusetts, Maine, Michigan, Minnesota, , Mississippi, Missouri, Montana, North Carolina, Nebraska, New Hampshire, New Jersey, New Mexico, New York, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Utah, Washington, Wisconsin, West Virginia, Wyoming. Am. Nonsmokers' Rights Found., *Municipalities with Smokefree Park Laws* (2010), <http://www.no-smoke.org/pdf/SmokefreeParks.pdf>.