



Metro | *Agenda*

Meeting: Metro Council
Date: Thursday, Nov. 8, 2012
Time: 2 p.m.
Place: Metro, Council Chamber

CALL TO ORDER AND ROLL CALL

1. INTRODUCTIONS

2. CITIZEN COMMUNICATION

3. CONSIDERATION OF THE MINUTES FOR NOV. 1, 2012

4. RESOLUTIONS

4.1 **Resolution No. 12-4384**, For the Purpose of Authorizing the Chief Operating Officer to Enter into the 2012 Washington Park Transportation and Parking Management Agreement.

Craddick

5. CHIEF OPERATING OFFICER COMMUNICATION

6. COUNCILOR COMMUNICATION

ADJOURN

Television schedule for Nov. 8, 2012 Metro Council meeting

<p>Clackamas, Multnomah and Washington counties, and Vancouver, WA Channel 30 – Community Access Network <i>Web site:</i> www.tvctv.org <i>Ph:</i> 503-629-8534 <i>Date:</i> Thursday, Nov. 8</p>	<p>Portland Channel 30 – Portland Community Media <i>Web site:</i> www.pcmtv.org <i>Ph:</i> 503-288-1515 <i>Date:</i> Sunday, Nov. 11, 7:30 p.m. <i>Date:</i> Monday, Nov. 12, 9 a.m.</p>
<p>Gresham Channel 30 - MCTV <i>Web site:</i> www.metroeast.org <i>Ph:</i> 503-491-7636 <i>Date:</i> Monday, Nov. 12, 2 p.m.</p>	<p>Washington County Channel 30– TVC TV <i>Web site:</i> www.tvctv.org <i>Ph:</i> 503-629-8534 <i>Date:</i> Saturday, Nov. 10, 11 p.m. <i>Date:</i> Sunday, Nov. 11, 11 p.m. <i>Date:</i> Tuesday, Nov. 13, 6 a.m. <i>Date:</i> Wednesday, Nov. 14, 4 p.m.</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. Documents for the record must be submitted to the Regional Engagement Coordinator to be included in the decision record. Documents can be submitted by e-mail, fax or mail or in person to the Regional Engagement Coordinator. 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 No. 3.0

Consideration of the Minutes for Nov. 1, 2012

Metro Council Meeting
Thursday, Nov. 8, 2012
Metro, Council Chamber

Agenda Item No. 4.1

Resolution No. 12-4384, For the Purpose of Authorizing the Chief Operating Officer to Enter into the 2012 Washington Park Transportation and Parking Management Agreement.

Metro Council Meeting
Thursday, Nov. 8, 2012
Metro, Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING) RESOLUTION NO. 12-4384
THE CHIEF OPERATING OFFICER TO)
ENTER INTO THE 2012 WASHINGTON) Introduced by Councilor Craddick
PARK TRANSPORTATION AND PARKING)
MANAGEMENT AGREEMENT)

WHEREAS, Metro owns and operates the Oregon Zoo, in Washington Park, Portland, Oregon, for the use, education, enjoyment and benefit of the general public; and

WHEREAS, the City of Portland, Oregon (the “City”) owns Washington Park, which includes most of the lands on the perimeter of the Zoo, including the parking lots serving the patrons of all the Parties to the Agreement;

WHEREAS, the World Forestry Center (“WFC”), the Portland Children’s Museum (“PCM”), the Hoyt Arboretum Friends Foundation, Inc. (“HOYT”) and the Japanese Garden Society of Oregon (“JGS”) operate and maintain museum, educational and horticultural facilities for the enjoyment and benefit of the general public on land in Washington Park it occupies under long-term leases or license agreements with the CITY; and,

WHEREAS, pursuant to a 35-year agreement entered into on April 10, 1979 (“Parking Lot Lease”), the City leased to Metro, WFC, and the Oregon Museum of Science and Industry, an Oregon nonprofit corporation (“OMSI”), the parking lot adjacent to the Zoo, the WFC, and the OMSI (the “Parking Lot”). Metro, OMSI, and the WFC entered into an Operating Agreement governing the use, operation, and maintenance of the Main Parking Lot by Metro, the WFC and the City (the “Operating Agreement”); and

WHEREAS, the Parking Lot Lease and Operating Agreement expire in April 2014, but Metro wishes to agree to simultaneously terminate said Parking Lot Lease and the

Operating Agreement and enter into the 2012 Washington Park Transportation and Parking Management Agreement (the “Agreement”) with the City, the WFC, the PCM, the HOYT and the JGS, setting forth the rights and obligations of the Parties relating to the operation, use and maintenance of all parking in Washington Park (EXHIBIT A); and

WHEREAS, it is in the public interest for the Parties to enter into the Agreement to cooperatively create and implement an effective, world-class transportation and access management system for the regionally significant public and private non-profit venues within Washington Park, (the Oregon Zoo, WFC, PCM, Washington Park itself, including the International Rose Test Garden, the Portland Japanese Garden, and the Hoyt Arboretum collectively, the “Venues”), through active access management and programs to increase the use of transportation alternatives to Washington Park and provide safe and affordable access, thus ensuring their continued growth and protecting and promoting their financial strength and stability; and

WHEREAS, it is in the public interest to ensure continued and equitable access to the Venues by the residents of the Metro region, the state of Oregon and international visitors while minimizing transportation, parking and safety impacts to the neighborhoods; and

WHEREAS, parking fees must be charged for Washington Park parking, to raise funds (“Parking Revenues”) to pay for parking lot operations, maintenance and repair, to encourage the use of alternative modes of transportation to Washington Park (“Alternative Mode Use”), to discourage use of Washington Park parking for park-and-ride purposes, and to fund the establishment of a non-profit Transportation Parking and Access Management Association (“TMA”) governed by a Board which will include WFC, PCM, HOYT, Portland Japanese

Garden, City of Portland's Parks and Recreation Department ("PP&R"), Arlington Heights Neighborhood Association, Sylvan Highlands Neighborhood Association and Metro; and

WHEREAS, PP&R and Metro anticipate serving as lead partners and performing public fiduciary responsibilities to support the fulfillment of the Agreement, including organizational set-up and various implementation functions, provision of funding and staff resources, and on-going technical assistance, and therefore will review and approve TMA recommendations on parking rate structures and the annual TMA scope of work and budget; and,

WHEREAS, all Parties to the Agreement will provide representation on the TMA Board and actively support actions for the improvement of transportation-related infrastructure and transportation programs in Washington Park; and,

WHEREAS, the Parties intend that parking fees be established and adjusted such that they minimize negative impacts on the guest experience and financial health; and

WHEREAS, the Parties intend that the Parking Revenues be expended primarily for transportation purposes, that they be solely dedicated to expenditures in Washington Park, and that they be an addition to current CITY funding levels for Washington Park management, operations, repair and maintenance, and not replace said reasonable funding allocated by the CITY, which is approximately \$76,000 on the Effective Date; and

WHEREAS, Parking Revenues will be used to pay for, among other things: operations, maintenance and security supervision of all parking within Washington Park; to fully fund a Transportation Parking and Access Management Association and the development and implementation of a Transportation and Parking Management Plan; pay for capital improvements to the Washington Park parking lots needed to bring them into current compliance with CITY building and development codes, and as necessary to promote pedestrian and vehicle

safety and traffic calming; pay for regular enhanced and expanded shuttle service connecting the Washington Park Parking Lot, the Washington Park Light Rail Station, the off-site Shuttle Parking Lots , the Zoo, PCM, WFC, International Rose Test Garden, the PJG, and the Hoyt Arboretum or their successors; to set aside funds to pay for future capital improvements to the Main and West Parking Lots, as well as other transportation-related capital improvements in all of Washington Park; and pay for the creation of a Washington Park Master Plan; now therefore

BE IT RESOLVED that the Metro Council authorizes the Chief Operating Officer to execute the 2012 Washington Park Transportation and Parking Management Agreement in a form substantially similar to Exhibit A attached hereto.

ADOPTED by the Metro Council this 8th day of November 2012.

Tom Hughes, Council President

Approved as to Form:

Alison Kean Campbell, Metro Attorney

**2012 WASHINGTON PARK
TRANSPORTATION AND PARKING
MANAGEMENT AGREEMENT**

This 2012 WASHINGTON PARK TRANSPORTATION AND PARKING MANAGEMENT AGREEMENT (“Agreement”) is made and entered into as of the _____ day of _____, 2012 (the “Effective Date”), by and between the CITY OF PORTLAND, through its Bureau of Parks & Recreation, a municipal corporation of the State of Oregon (hereinafter referred to as “CITY” and/or “PP&R”); METRO, a municipal corporation of the State of Oregon (hereinafter referred to as “METRO”); the WORLD FORESTRY CENTER, an Oregon nonprofit corporation (hereinafter “WFC”); the Portland Children’s Museum, an Oregon nonprofit corporation (hereinafter, “PCM”); the JAPANESE GARDEN SOCIETY OF OREGON, an Oregon nonprofit corporation (hereinafter referred to as “the Japanese Garden”); and the HOYT ARBORETUM FRIENDS FOUNDATION, INC., an Oregon nonprofit corporation (hereafter referred to as “Hoyt Arboretum”); collectively referred to herein as the “Parties” or individually as “Party.”

RECITALS

WHEREAS, METRO, a municipal corporation, owns and operates the Oregon Zoo, formerly known as the Washington Park Zoo (the “Zoo”), in Washington Park, Portland, Oregon, for the use, education, enjoyment and benefit of the general public; and

WHEREAS, the CITY owns Washington Park, which includes most of the lands on the perimeter of the Zoo, including the parking lots serving the patrons of all the Parties to this Agreement;

WHEREAS, WFC has built and maintains the Discovery Museum, the Julian N. Cheatham Hall, the Harold A. Miller Hall, and the Harry A. Merlo Hall, where it conducts its

activities, programs and functions for the use, education, enjoyment and benefit of the general public on land in Washington Park it has leased from the CITY; and

WHEREAS, PCM operates the Portland Children’s Museum, where it conducts activities, exhibits, programs, a public charter school and other functions, and has operated the Museum for the use, education, enjoyment and benefit of the general public on land in Washington Park it has leased from the CITY; and

WHEREAS, Japanese Garden Society of Oregon operates maintains, improves, and administers an authentic, world-class Japanese garden and offers compatible educational, cultural, artistic, horticultural, environmental, and charitable activities for the enjoyment and benefit of the general public on land in Washington Park it occupies under a license agreement with the CITY; and,

WHEREAS, pursuant to a 35-year agreement entered into on April 10, 1979 (“Parking Lot Lease”), the CITY leased to METRO, WFC, and the OREGON MUSEUM OF SCIENCE AND INDUSTRY, an Oregon nonprofit corporation (“OMSI”), the parking lot adjacent to the Zoo, the WFC, and the Washington Park OMSI operation (the “Main Parking Lot”); and

WHEREAS, METRO, OMSI, and the WFC entered into an Operating Agreement dated April 10, 1979, and amended said Agreement on October 21, 1994 by entry into the 1994 Parking Lot Operating Agreement, which currently governs the use, operation, and maintenance of the Main Parking Lot by METRO, the WFC and the CITY (the “Operating Agreement”); and

WHEREAS, the Main Parking Lot is primarily used by METRO, the WFC, PCM, the CITY and the public attending their facilities; and

WHEREAS, in 1997, METRO issued debt instruments in the amount of \$4,940,000, in order to contribute to the cost of the construction of the light rail station at the Main Parking Lot

and construction of improvements and modifications to the Main Parking Lot, which debt was expected to be repaid using the proceeds of parking fees to be paid by users of the Main Parking Lot, but was not so fully repaid (“Metro Bond Repayment”) and Metro is willing to forego future usage of parking revenues for debt repayment upon implementation of this Agreement; and

WHEREAS, during the construction of the MAX light rail station in the Main Parking Lot, a portion of an adjacent real property leased by the CITY to OMSI was converted to a temporary parking lot (this temporary parking lot is referred to hereafter as the “West Parking Lot”) for use by workers and others during construction of the light rail station and in July 2012, the West Lot was subsequently leased by PP&R to Metro and WFC. The Parties agree that the West Parking Lot as well as the Main Parking Lot should be included in the premises governed by this Agreement; and

WHEREAS, the Parking Lot Lease and Operating Agreement expire in April 2014, but the Parties to this Agreement wish to agree to simultaneously terminate said Parking Lot Lease and the West Lot lease and the Operating Agreement and enter into this Agreement setting forth the rights and obligations of the Parties relating to the operation, use and maintenance of the Main and West Parking Lots, the Veterans Memorial Parking Lot, designated CITY parking lots at the International Rose Test Garden, Hoyt Arboretum and Portland Japanese Garden, as well as spaces on all park roadways, including but not limited to SW Knights Boulevard and SW Kingston Boulevard, as depicted and described on the attached Exhibit A (collectively, the “Washington Park Parking”); and

WHEREAS, it is in the public interest for the Parties to enter into this Agreement to cooperatively create and implement an effective, world-class transportation and access management system for the regionally significant public and private non-profit venues within

Washington Park, (the Oregon Zoo, WFC, PCM, Washington Park itself, including the International Rose Test Garden, the Portland Japanese Garden, and the Hoyt Arboretum collectively, the “Venues”), through active access management and programs to increase the use of non-auto transportation alternatives to Washington Park and provide safe and affordable access, thus ensuring their continued growth and protecting and promoting their financial strength and stability; and

WHEREAS, it is in the public interest to ensure continued and equitable access to the Venues by the residents of the Metro region, the state of Oregon and international visitors while minimizing transportation, parking and safety impacts to the neighborhoods; and

WHEREAS, parking fees must be charged for Washington Park parking, to encourage the use of alternative modes of transportation to Washington Park (“Alternative Mode Use”), to discourage use of Washington Park parking for park-and-ride purposes, to fully fund a Transportation Parking and Access Management Association and the development and implementation of a Transportation and Parking Management Plan; to pay for among other things, operations, maintenance and security supervision of all parking within Washington Park; to pay for capital improvements to the Washington Park parking lots needed to bring them into current compliance with CITY building and development codes, from time to time whenever required as a condition of approval for land use permits to be issued to the CITY, METRO, WFC, PCM, the Portland Japanese Garden, or the Hoyt Arboretum, and as necessary to promote pedestrian and vehicle safety and traffic calming; to pay for regular enhanced and expanded shuttle service connecting the Washington Park Parking Lot, the Washington Park Light Rail Station, the off-site Shuttle Parking Lots , the Zoo, PCM, WFC, International Rose Test Garden, the Portland Japanese Garden, and the Hoyt Arboretum or their successors; to set aside funds to

pay for future capital improvements to the Main and West Parking Lots identified in the WPA South Entry Vision Study Phase II, dated July 2012, as well as other transportation-related capital improvements in all of Washington Park; and to pay for the creation of a Washington Park Master Plan;

WHEREAS, PP&R and Metro anticipate serving as lead partners and performing public fiduciary responsibilities to support the fulfillment of this Agreement, including organizational set-up and various implementation functions, provision of funding and staff resources, and ongoing technical assistance, and therefore will oversee and approve TMA recommendations on parking rate structures and the annual TMA budget; and,

WHEREAS, all Parties to this Agreement will provide representation on the TMA Board and actively support actions for the improvement of transportation-related infrastructure and transportation programs in Washington Park; and,

WHEREAS, the Parties intend that the parking fees be established and adjusted such that they minimize negative impacts on the guest experiences and financial health; and

WHEREAS, the Parties intend that the Parking Revenues be expended primarily for transportation purposes, that they be solely dedicated to expenditures in Washington Park, and that they be an addition to current CITY funding levels for Washington Park management, operations, repair and maintenance, and not replace said reasonable funding allocated by the CITY, which is approximately \$76,000 on the Effective Date; and

NOW, THEREFORE, the Parties hereto covenant and agree as follows:

1. Termination of Leasehold and Operating Agreement. The CITY, METRO and the WFC hereby agree to terminate the Parking Lot Lease and Operating Agreement and the West Parking Lot Lease as of the Effective Date hereto. However, notwithstanding anything to

the contrary in this Agreement, Sections 4 through 12 of the Operating Agreement and arrangements there under between the Parties existing as of the Effective Date shall temporarily continue to govern the use, operation and management of the Main and West Parking Lots and associated costs and revenues. All provisions in this Agreement that conflict with the terms set forth above, including but not limited to portions of Sections 4-6 of this Agreement, shall be suspended, until such a time as the CITY installs parking meters and begins collecting Parking Revenues, at which time Sections 4-6 and all other similarly suspended provisions of this Agreement shall take full effect. It is anticipated that when Section 4-6 takes full effect, the CITY will enter into a further Intergovernmental Agreement with Metro delegating a subset of its Washington Park Parking management responsibilities to the Zoo.

2. Term and Termination. The term of this Agreement shall be twenty-five (25) years. Notwithstanding said term, the intent of PP&R, the owner of the transportation infrastructure of Washington Park, and the Parties of this Agreement, is a long term relationship to support optimization of the transportation and parking programs and infrastructure in Washington Park, and all Parties intend to achieve and implement these programs on a long-term basis through new agreements at the end of this agreement. New agreements will require City and Metro Council approval.

3. Washington Park Parking. The Parties agree to the continued use of the Main and West Parking Lots (as depicted in Exhibit A) for the Zoo, Washington Park visitors, PCM, WFC and Hoyt Arboretum. The CITY will maintain no fewer than 968 parking spaces in the Main and West Lots, and an overall Washington Park Parking supply of approximately 1,400 spaces, which includes spaces in parking lots and spaces on park roadways, unless a reduction is mutually agreed upon in writing. No rules, policies, procedures or services provided shall

unfairly give one or more Venues an advantage at the expense of other Venues, recognizing that from time to time, increased attendance may require special access and parking accommodations for individual events. The TMA shall receive advance notice of these events from the host Venue in order to adequately plan to address potential impacts.

4. Paid Parking Introduction and Rates. The CITY shall procure and, beginning in 2013, install and operate parking meters throughout Washington Park, to impose parking fees for all Washington Park Parking. The CITY shall fund capital and installation costs of the parking meters and be reimbursed from future parking meter revenues. A plan for the introduction to the public of said paid parking shall be coordinated with the Venues, and said meters may not be activated until after the agreed upon introduction plan has been approved by the TMA, or by the Washington Park Alliance, if the TMA has not yet been formed and operational. In calendar year 2013, all parking within Washington Park is expected to be paid parking. Parking rates may be adjusted thereafter based upon a recommendation from the TMA for approval by PP&R and Metro, as set forth below, in a manner that encourages alternative mode use and minimizes negative impacts on attendance and revenues of the Venues. The TMA will recommend a pricing plan (which may be seasonally based) to PP&R and Metro. PP&R and Metro shall determine the parking fee rates. The TMA, PP&R and Metro shall reevaluate the rates and pricing plan at least annually. High season rates will be consistent with rates necessary to achieve TMA objectives and on-street parking rates, unless the TMA recommends a different management approach, and PP&R and Metro accept the TMA's recommendation. The TMA may implement programs to support equitable access to the Venues. The "85% Rule", a national parking management tool, will be employed to assist in determining the appropriate parking rate structure. The 85% Rule states that when parking occupancy reaches 85%, management

programs will be adjusted to manage high demand for parking and rates may be adjusted in response to the parking demand to encourage alternative modes of transportation. This 85% Rule will be the general benchmark for parking fee management decisions. The Parties agree to the creation of a paid parking pricing plan that is reasonable, simple to execute and understand, and promotes visitor attendance at the Venues.

5. Paid Parking Revenues. The CITY shall collect parking fees and fines (hereafter “Parking Revenues”) for all Washington Park Parking, and place said Parking Revenues in a separate CITY managed fund dedicated to the purposes of this Agreement. Parking Revenues and all interest earned on said revenues shall be expended in accord with the terms of this Agreement. The CITY shall provide a monthly accounting to the Parties of the Parking Revenues received and expended and the balances in the several accounts set forth below. The Parking Revenues shall be reserved and expended inside Washington Park, with the exception of shuttle service connecting to points outside of Washington Park, and for the benefit of the public visitors to the park and the Venues.

Base funding amounts are established below, with annual increases where appropriate. Budgeted funds that are not expended may be carried over to the next fiscal year, or if the base funding amount is determined to be more than necessary to achieve service levels, then the additional funding may be redeployed for other priorities. If the CITY expends money in any year, for which expenditures this Agreement provides for reimbursement from Parking Revenues, and if the Parking Revenues in that year are insufficient to reimburse fully those expenditures, then the CITY may carry over into future years the unreimbursed portions of those expenditures, and shall be reimbursed for them out of Parking Revenues in future years, subject to the annual allocation of funds to Priorities 1-4. METRO commits to expend and shall be

reimbursed for funds advanced for the initial costs associated with creating the TMA, up to \$75,000, as indicated in Priority 2. METRO is under no additional obligation to advance funding for other priorities in this Agreement.

Revenues from parking under this Agreement shall be expended according to the priorities set out in this Section. Some money to pay for the items listed as Priorities 1-5, may need to be expended before there will be sufficient revenue from paid parking. The CITY shall be responsible for advancing the moneys necessary for those priorities. The CITY shall be entitled to reimbursement of such moneys expended, in accordance with the priorities and terms set out in this Agreement. It is understood that expenditures under Priorities 1, 2 (except for the one-time expenses of setting up the TMA), and 3 are going to be ongoing expenses of operating the parking lots and paid parking under this Agreement, and that parking revenues will be used for those priority items annually.

Priorities 4 and 5 will be paid, until fully funded and expended, at which time said obligations will be satisfied and will automatically drop from the priority list; and Priority 6 is an on-going capital reserve for current and future agreed upon projects. The tasks listed under Priority 6 will be undertaken if and to the extent that sufficient Parking Revenues have been generated and set aside in the capital reserve to pay for them, except that land use conditions of approval associated with the West Lot Condition Use application and the METRO Oregon Zoo 10-year Conditional Use Master Plan shall be met by the required date. To the extent that the CITY or METRO find it necessary or expedient to borrow money to fund their reimbursable obligations under Priorities 1 through 6, they shall be entitled to be reimbursed for the cost of such financing out of Parking Revenues in future years, subject to the annual allocation of funds

to Priorities 1-4. Parking Revenues (in 2012 dollars) shall be allocated in order of priority as set forth below.

Funding Priority	Amount of Funding
<p>1st Parking Lot/Spaces Management, Repair and Maintenance</p> <p>Annual increase: CPI</p>	<p>\$475,000 Annually</p>
<p>2nd TMA Set-Up and Funding (first full year) PLUS:</p> <p>Organizational Budget (staff/programs) \$375,000 Annually Annual increase: CPI</p> <p>Enhanced Shuttle Service \$300,000 Annually Annual increase: CPI</p> <p>Reimbursement for Initial Set-up <u>\$ 75,000 One-time Cost</u> \$750,000</p>	<p>\$675,000 Annually <u>\$ 75,000 One-Time</u> \$750,000 Total</p>
<p>3rd Washington Park Road Repair and Maintenance</p> <p>Typical park-level road maintenance to augment existing level of CITY Park Maintenance budget;</p> <p>Annual Increase: CPI</p>	<p>\$200,000 Annually</p>
<p>4th Initial CITY Required Capital Improvements</p> <p>Initial landscape improvements to south entry parking areas are projected to cost up to \$450,000. A stormwater-only pipe connecting the Main Lot to the stormwater interceptor along Highway 26 is projected to cost \$390,000. After the Initial Zoning Code and Stormwater Manual Required Capital Improvements and the Washington Park Master Plan Update are fully funded and said funds expended, PP&R and Metro may elect to annually fund a reserve account held by the CITY for future Code Required Capital Improvements as defined in Section 9.</p> <p>Annual Increase: CPI</p>	<p>\$840,000 One-Time</p>
<p>5th Washington Park Master Plan Update</p> <p>\$400,000 Maximum Total</p>	<p>\$133,000 Annually for 3 yrs</p>

6th Capital Improvements and Capital Reserves

In priority order:

Parking Meter Acquisition and Installation	\$ 750,000
Phase I: Initial South Entry Vision Improvements (includes required stormwater vegetative facility improvements for land use approval of West Parking lots).	\$1,500,000
Phase II: South Entry Vision Pre-Development Funding	\$2,000,000
ODOT required improvements, if necessary	\$TBD
Washington Park Master Plan Improvements (based on priorities identified in the WPMP; improvements will be throughout all of Washington Park on an equitable basis; for transportation infrastructure only)	\$ Funding as available

6. Parking Lot Management, Repair and Maintenance. The CITY agrees to manage, maintain, repair, operate and provide security for all Washington Park Parking (approximately 1,400 spaces), in a good, clean, safe and orderly fashion. This includes, but is not limited to: collecting revenues and fees and imposing fines for parking as set forth in Section 4 above; enforcing the park-and-ride limitations established by the PP&R and Metro; maintenance and repair (sweeping and cleaning, snow and ice removal, landscaping maintenance, lighting, signage, striping, coating, etc.); and parking lot security and customer service (e.g. 24-hour security patrols and presence of security staff, directing traffic during overflow events, monitoring spill-over impacts in the adjacent neighborhoods, unlocking and jumpstarting vehicles, and other reasonable visitor requests) and, coordinating with and complying with the requirements of the Oregon Department of Transportation, etc.). Parking Management and Maintenance shall be fully funded in all years, in a base amount of \$475,000, adjusted annually in accord with the most recent Portland-Salem CPI-U all items annual indicator (herein, "CPI")

and any mutually approved changes to the “Level of Service” as hereafter defined. Metro may provide office space for CITY security personnel within the Oregon Zoo. The CITY will conduct the activities required under this section in accord with the Level of Service set forth in the schedule attached as Exhibit B. Adjustments to the Level of Service may be made from time to time, if mutually agreed upon by the Parties and approved by a vote of the TMA. The CITY may agree to enter into agreements with Metro or another Party for the compensated provision of services to satisfy the requirements of this section. If the CITY fails to maintain the Level of Service required by this section, any Party to this Agreement may provide the CITY with notice of default and reasonable opportunity to cure said default. If the CITY fails to cure said default within a reasonable time, or if the default is of a nature that it must be cured immediately, or if the default is a recurring default for which the CITY has been provided notice more than three (3) times in 365 days, then if Metro and one other Party to this Agreement agrees, the Party notifying the CITY of the default may cure the default and charge the reasonable costs of said cure to the CITY, such charges will be paid only from parking revenues derived from Washington Park.

7. Transportation Parking and Access Management Association. The Parties shall form a 501(c)(3) or (6) nonprofit corporation, whose bylaws and articles of incorporation shall be approved by all Parties. The CITY and Metro shall lead this effort with the support of the CITY Bureau of Transportation, and all CITY and Metro expenses in doing so shall be reimbursed by future Parking Revenues collected from Washington Park up to a maximum amount of \$75,000, exclusive of parking meter capital and installation costs. The purpose of the TMA shall be to adopt and implement a Transportation and Parking Management Plan (“TPMP”) for Washington Park. The TMA shall be an independent organization and shall maintain its own liability

insurance. The Parties desire to locate the TMA offices within Washington Park near the Washington Park Light Rail Station. The TMA will serve all of the Venues within Washington Park and strive to implement programs and activities that broadly serve all Venues and visitors.

7.1 TMA Functions. The TMA's functions shall include but not be limited to:

7.1.1 Develop and Implement TPMP. Develop, adopt and implement a Washington Park Transportation and Parking Management Plan.

7.1.2 Manage TPMP System. Manage the Washington Park Transportation and Parking Plan system and make recommendations for adjustments to paid parking pricing to PP&R and Metro.

7.1.3 Coordination by Members of Former PLOC Committee. The members of the Parking Lot Operating Committee established under the former Operating Agreement will continue to meet and coordinate Venue operations with respect to parking, until such time as the TMA is formed and the TPMP is adopted. Upon adoption of the TPMP, said activities shall be managed by the TMA and may be formally defined in a new Operating Agreement. Venue staff in operational roles will continue to serve as key coordinators of TMA programs and may perform such duties as part of a revised PLOC function.

7.1.4 Enhanced Shuttle Service. Provide mini-coach or mini-bus shuttle service throughout Washington Park, servicing the International Rose Test Garden, the Portland Japanese Garden, Arboretum, Veterans Memorial Parking Lot, Zoo, the Washington Park MAX Light Rail Station, WFC, PCM, and, when operating, servicing the "Shuttle Lots". Enhanced Shuttle Service shall be fully funded in all years, at a base budget of \$300,000 annually, adjusted annually in accord with the CPI. The schedule, type and number of buses, fee and other level of service issues shall be addressed in a shuttle service operation plan to be prepared and submitted

to the TMA Board for approval. Adjustments to the level of service may be made from time to time, with the intent of no one Party being disadvantaged by the level of service. Said adjustments must first be mutually agreed upon by the Parties and approved by a vote of the TMA Board.

7.1.5 Marketing and Website Development. Provide transportation option marketing and develop a website on the transportation options for travel to the Venues and Washington Park.

7.1.6 Partnerships with Third Parties. The TMA shall manage relationships with external partners, including but not limited to, the Oregon Department of Transportation, TriMet, Portland Bureau of Transportation, the Metro Regional Transportation Options Program and other potential funding organizations. The TMA shall seek additional funding for enhanced programming from foundations, grants and member contributions. Upon Metro's request, the TMA shall accept an assignment from Metro of Metro's agreements and business and financial arrangements with the owners of the Shuttle Lots, and shall manage the Shuttle Lot usage as part of its overall parking management program. TMA will either 1) accept the terms and conditions of the current use agreements 2) negotiate with property owners to modify the terms or 3) terminate the agreement. After the transfer of parking management to PP&R and through to the TMA, Metro shall have no ongoing direct parking management expenses nor obligations other than those explicitly stated in this Agreement or as mutually agreed to in writing in accord with Section 6.

7.2 TMA Governance. The TMA shall be governed by a board of nine (9) directors, to include representatives of the CITY Parks Bureau, Metro/Oregon Zoo, WFC, PCM,

the Portland Japanese Garden, TriMet, the Hoyt Arboretum, and one citizen who lives in each of Sylvan Highlands Neighborhood and Arlington Heights Neighborhood (the “Board”). Citizen representation shall be nominated by the respective Neighborhood Boards and approved by the PP&R Commissioner. For the other TMA board positions, the director of the organization, or his/her designee, shall assume the board position. To remain on the Board, an organization must commit to implement the TPMP within its own organization and report annually on said implementation. Each board member shall commit to serving as an active two-way conduit of communication between the TMA and the board member’s respective organization and stakeholders, and shall obtain the authority to speak for and represent said organization in TMA matters.

Governance will be further defined in the TMA’s by-laws and articles of incorporation. TMA decision-making will be by majority vote of the TMA Board. PP&R will contract with the TMA for services to be performed pursuant to this Agreement.

7.3 PP&R and Metro. PP&R and Metro, as local governments with stewardship responsibilities within Washington Park, shall have discretionary decision-making authority upon recommendation from the TMA over certain matters, as set forth elsewhere herein. Specifically, the PP&R Director, or designee, and the Metro Chief Operating Officer, or designee, shall review and approve the TMA Board recommended budget and annual parking rate structure. The TMA staff shall prepare, and the TMA Board shall review and approve the proposed annual TMA budget prior to submission to PP&R and Metro. The TMA’s agreement with PP&R shall provide for adequate CITY and METRO input into TMA’s annual budget to assure its consistency with the terms of this Agreement, while maintaining TMA’s independence from the CITY and METRO. TMA staff shall prepare, and the TMA Board shall review and

approve a proposed scope of work and budget, not to exceed the maximum amounts set out in Section 5 of this Agreement. PP&R shall submit the TMA's proposed scope of work and budget to the CITY.

7.4 TMA Operations. The TMA shall retain a professional full-time Executive Director and full or part-time staff, as necessary. The Executive Director shall report to the Board. Operating revenues for the TMA shall be funded through dedicated Parking Revenues, in a base amount of \$375,000.00, adjusted annually in accord with the CPI, intended to support 1.5 full time equivalent employees to operate the TMA and provide all services (other than Enhanced Shuttle Service) described in this section 7 and functions set forth in the bylaws and articles of incorporation. The TMA will contract with the CITY for accounting and financial management services, and will prepare an annual budget for submission to the CITY as part of the CITY's budget process. The TMA may contract with any of the Parties for other services, if doing so is more economical than performing the function internally. The TMA shall seek donations and grants to provide further funding to affect its purpose, which grants and donations, if received, shall not replace or diminish its dedicated paid Parking Revenue share, unless otherwise agreed to by the Parties to this Agreement.

8. Transportation and Parking Management Plan. The purpose of the TPMP shall be to implement a formal plan for, among other things: research and monitoring, reporting, goal setting, pricing strategy recommendations, alternative mode shift incentives programs, marketing and web information for alternative modes, enhancing multi-modal services, coordinating efforts among all institutions represented on the TMA board, offsite parking control/arrangements, event management, and developing additional funding. The Parties agree to comply with the TPMP adopted by the TMA, to the extent that funding is available from Parking Revenues as

provided in this Agreement. Additional funding not currently provided by this Agreement may be sought and utilized by the TMA to implement portions of the TPMP as set forth in Section 7.1.6. Adoption shall be done by majority vote of the TMA Board.

9. Washington Park Road Repair and Maintenance. The Parties agree that a fixed amount of \$200,000 per annum, adjusted annually in accord with the CPI, shall be allocated to implement a phased long-term maintenance and repair plan for the Washington Park Road System. Said funds shall augment and not replace current CITY budget allocations (the “Baseline Road Maintenance Budget”) for park road maintenance and repair, which is \$76,000 for the 2011-2012 CITY budget cycle. To assure that the Parking Revenues are not used to replace current CITY budget allocations, reductions in the Baseline Road Maintenance Budget by the CITY in future years shall result in a matching percentage reduction in the allocation of Parking Revenues set forth hereunder. Parks will maintain the roads to Park service standards.

10. Code-Required Capital Improvements. As of the Effective Date, capital improvements to the Main Parking Lot are required by the City of Portland Bureau of Development Services as a condition of approval for the Zoo’s Conditional Use Master Plan (CUMP) Amendment. In March 2012, the City Hearings Officer allowed deferral of the improvements until the Zoo’s new 10-year CUMP application was reviewed and approved. In addition, capital improvements to the West Parking Lot are also required to achieve and maintain compliance with the CITY’s development code, including but not limited to landscaping and stormwater management. The CITY agrees to fund the capital improvements set forth in Section 5 out of Parking Revenues, at a maximum not to exceed \$840,000, adjusted annually in accord with the CPI until such time that the improvements are completed. The CITY may enter into an Option 2 Compliance Plan under Portland City Code 33.258.D.2.d. (2), to phase in the

construction of said capital improvements required for Conditional Use Master Plan Amendment, 2012 Conditional Use Master Plan, and the West Parking Lot Conditional Use Application. The CITY may request that Metro manage the construction of these code-required improvements. Metro may accept or reject this responsibility at its sole discretion. If Metro so accepts, the CITY and Metro will enter into an Intergovernmental Agreement, setting forth Metro's and the CITY's obligations relating to said construction work, which shall be fully funded by PP&R. As parking revenues are available for future capital improvements, other non-conforming improvements required for transportation infrastructure throughout Washington Park may be funded.

11. Washington Park Master Plan Update. The CITY will conduct a Master Planning Process and establish a new Master Plan for Washington Park. The Parties agree that the CITY shall use Parking Revenues to fund the Master Planning Process in an amount not to exceed \$400,000, adjusted annually in accord with the CPI, funded during a three-year period. The Master Plan will, among other things, contain a Capital Improvement Plan establishing a schedule and priorities for future Capital Improvements, including potential bond funded projects, to the Washington Park Parking Lot and all transportation-related infrastructure in Washington Park, and will determine the long term future of the West Parking Lot. The Washington Park Master Plan will be fully completed and presented to the CITY Council no later than November 11, 2017. A planning process, scope of work and outreach strategy for said Plan will be established by CITY on or before November 11, 2015, and approved by the PP&R and Metro. A committee of stakeholders and professionals will be created to serve in an advisory role to CITY staff. Said committee's members will include TMA Board members, among others.

12. Capital Improvements and Capital Reserves. Metro agrees that, in lieu of receiving compensation from the CITY for the \$1.42 million in indebtedness outstanding on the Metro Bond Repayment, and in consideration for Metro's relinquishment of said right to compensation, funds remaining upon the satisfaction of Sections 5 through 11 hereof, shall be reserved to fund future Capital Improvements and Reserves, as set forth below, according to the priorities set out in Section 5. After completion of said capital improvements, the parties will establish new capital project priorities by mutual written agreement, consistent with the Washington Park Master Plan and other parking lot non-conforming requirements related to land use decisions.

12.1 Parking Meter Acquisition and Installation. PP&R will acquire and install parking meters in Washington Park, in locations as indicated in the Parking Meter Installation Plan which will be reviewed and approved by the WPA prior to implementation. The parking meters will be installed by spring 2013, at a total maximum cost of \$750,000, adjusted annually in accord with the CPI.

12.2 Phase I Initial South Entry Improvements. Improvements are shown in Exhibit C and include new landscaping, stormwater management, new signage, minor roadway reconstruction, creation of a pick-up and drop-off driveway for the Zoo's new Conservation Discovery Zone Education building, and enhanced pedestrian and bicycle improvements in an amount no less than \$1,500,000 (2012 dollars), adjusted annually in accord with the CPI. Design, engineering, project management, construction and all other necessary and typical costs associated with the project are eligible expenditures. CITY land use conditions of approval associated with the West Lot and the METRO Oregon Zoo 10-Year Conditional Use Master Plan may require time-specific improvements.

12.3 Phase II Improvements -- South Entry, Common Green Space, Parking.

Improvements are shown in Exhibit D and include the phased implementation of a plan to develop a front entry experience and common green space for the Zoo, PCM and WFC and to replace surface parking with a structured parking facility. For purposes of Section 5, a base amount of \$2,000,000 (2012 dollars), adjusted annually in accord with the CPI, is allocated to provide additional design and pre-development planning services and prepare a funding strategy for full build-out of the Phase II South Entry Improvements. Total estimated cost of all Phase II South Entry Improvements is approximately \$50,000,000 (2012 dollars). Design, engineering, project management, construction and all other necessary and typical costs associated with the project are eligible expenditures.

12.4 Future Capital Improvements. The Parties acknowledge that future signage improvements may be required by Oregon Department of Transportation (ODOT) and that such an improvement will be funded from future capital reserves and/or other external sources such as grant funding, as available. The cost of such improvements is not known as of the date of execution of this Agreement and therefore, the capital funding amount must be approved by the Parties to this Agreement.

Upon completion of the Washington Park Master Plan Update, additional capital improvements may be identified for funding; however, the types, amounts and locations of such improvements are not known as of the date of execution of this Agreement and therefore, capital funding amounts must be approved by the Parties to this Agreement.

13. Land Use Approval for West Parking Lot. The CITY Bureau of Parks, Metro, WFC, PCM and Hoyt Arboretum are co-applicants on a Conditional Use Application to obtain land use

approval to develop the West Parking Lot into a permanent parking resource, submitted on June 29, 2012. Metro shall lead the Conditional Use Application process.

14. Taxes. All taxes, liens, and assessments, if any, which may be levied or imposed upon the Washington Park Parking, if any, shall be paid by the CITY.

15. Insurance and Indemnity.

15.1 Insurance. The TMA will purchase and maintain the types of insurance listed below covering the TMA, its employees, contractors and agents. The TMA shall provide the Parties with certificates of insurance complying with this article upon request. Notice of any material change or policy cancellation shall be provided to the Parties thirty (30) days prior to change. Each Party must obtain and maintain insurance coverage or maintain self-insurance in accord with the requirements below, covering each Party, its elected officials, employees, contractors and agents.

15.1.1 Commercial General Liability Insurance, written on an occurrence basis, with limits not less than \$2,000,000 per occurrence and \$2,000,000 aggregate, including coverage for bodily injury, property damage, personal injury, contractual liability, premises and products/completed operations; Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000 per occurrence; \$1,000,000 and such insurance shall include Blanket Contractual Liability coverage as set forth below:

15.1.1.1 Employer's Liability Insurance with limits not less than \$1,000,000 each accident.

15.1.1.2 The Commercial General Liability policy required by this Agreement shall name as additional insureds the Parties, their elected officials, departments, employees and agents.

15.1.2 Worker's Compensation insurance providing coverage for Oregon statutory requirements.

15.1.3 Non-Profit Directors and Officers Insurance to protect the directors, officers and board members (past, present, and future) of the organization. Coverage shall include employment practices liability coverage, which must also include employees as insureds, with limits not less than \$1,000,000.

15.2 Indemnity.

15.2.1 TMA shall defend, indemnify and hold harmless the Parties and their elected officials, officers, agents and employees, against all loss, damage, expenses, judgments, claims and liability, whether arising in tort, contract or by operation of any statute or common law, arising out of the acts or omissions of TMA, including, but not limited to, TMA's performance of, or failure to perform, this Agreement.

15.2.2 Subject to the limitations and conditions of Article XI Section 9 of the Oregon Constitution and the Oregon Tort Claims Act, ORS Chapter 30, each Party shall defend, indemnify and hold harmless the other Parties, and their officers, agents and employees, against all loss, damage, expenses, judgments, claims and liability, whether arising in tort, contract or by operation of any statute or common law, to the extent that such loss, damage, expenses, judgments, claims or liability is caused by the negligent acts or omissions of the indemnitor,

including those arising out of the indemnitor's performance of, or failure to perform, this Agreement.

15.2.3 The foregoing indemnification, defense, and hold harmless provisions are for the sole and exclusive benefit of the Parties and their respective officers, employees, and agents, and are not intended, nor shall they be construed, to confer any rights on or liabilities to any person or persons other than the Parties and their respective officers, employees and agents.

16. Assignability Restriction. This Agreement shall not be transferable or assignable, without the prior written consent of the Parties.

17. Waivers. No waiver made by a Party to this Agreement with respect to the performance, or manner or time thereof, of any obligation set forth herein shall be considered a waiver of any other rights of the Parties. No waiver by a Party to this Agreement of any provision of this Agreement or any breach thereof shall be of any force or effect unless in writing; and no such waiver shall be construed to be a continuing waiver.

18. Severability. In the event that any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, in whole or in part, or in any other respect, then such provision or provisions shall be deemed null and void and shall not affect the validity of the remainder of the Agreement, which shall remain operative and in full force and effect to the fullest extent permitted by law.

19. Modifications. Any modifications to this Agreement shall be made in writing and executed by all Parties. Any Party may propose modifications to the Agreement. The process for consideration and decision-making shall be as follows:

19.1 Modification of Agreement. The Party desiring to modify this Agreement shall first prepare a written amendment and submit it to PP&R. Then PP&R shall convene a meeting of all the Parties and distribute an agenda and a copy of the modification proposal two weeks in advance of the meeting. All proposed modifications shall be acted upon with a formal vote, requiring all (or 100%) of the Parties support for approval. Voting members are the designated representatives identified in Section 21.

19.2 Termination. The process of terminating this Agreement shall be identical to the modification process defined in 19.1.

20. Disputes. Except as otherwise set forth herein, in the event there is a dispute over the interpretation or enforcement of this Agreement that the Parties are unable to mutually resolve, then:

20.1. Mediation. The Parties agree to promptly submit the issue or dispute to a nonbinding mediation. Unless otherwise agreed to by the Parties, such mediation shall take place promptly in Portland, Oregon. The mediator shall be mutually approved by the Parties. If the Parties are unable to agree upon a mediator, each shall select one name from a list of mediators maintained by any bona fide dispute resolution provider in Portland, Oregon. The selected mediators shall then choose a third person who will serve as mediator. Each Party shall participate in good faith in the mediation, shall pay its own costs for the mediation (including attorney fees), and shall share equally the costs of the mediator(s). In the event a Party fails or refuses to proceed with the mediation, then one or both of the other Parties may file suit in the Circuit Court of the State of Oregon for Multnomah County at Portland, Oregon, to force mediation.

20.2 Litigation. In the event mediation is unsuccessful or there is an emergency or a matter of sufficient urgency of any sort that an immediate hearing/decision is needed to resolve the issue, dispute, emergency, or matter, then any Party may file suit in the Circuit Court of the State of Oregon for Multnomah County at Portland, Oregon, to seek an injunction, a mandatory injunction, or other suitable relief. The Parties agree to submit to the jurisdiction of the Circuit Court of the State of Oregon for Multnomah County and consent to service of process by email or fax, followed by certified mail, return receipt requested, addressed in accordance with the notice provision set forth herein. Each Party shall pay its own costs for such suit, action or proceeding (including attorney fees).

21. Notices. All notices and communications from one Party to the other on legal matters and disputes shall be sent:

(1) To METRO: Chief Operating Officer, Metro
600 NE Grand Avenue
Portland, Oregon 97232
Telephone: (503) 797-1541
Fax: (503) 797-1793

and METRO Attorney
600 NE Grand Avenue
Portland, Oregon 97232-2799
Telephone: (503) 797-1528
Fax: (503) 797-1792

(2) To WFC: WFC President
World Forestry Center
4033 SW Canyon Road
Portland, Oregon 97221-2760
Telephone: (503) 228-1367
Fax: (503) 228-4608

and

Secretary and Legal Counsel of the WFC
Miller, Nash LLP
111 SW Fifth Avenue, Suite 3500
Portland, Oregon 97204-3638
Telephone: (503) 224-5858
Fax: (503) 224-0155

(3) To CITY:

Portland Parks & Recreation Director
1120 SW Fifth Avenue
Portland, Oregon 97204-1909
Telephone: (503) 823-2223
Fax: (503) 823-6007

and

City Attorney
1221 SW Fourth Ave., Room 430
Portland, Oregon 97204-1909
Telephone: (503) 823-4047
Fax: (503) 823-3089

(4) To PCM:

Director
Portland Children's Museum
4011 SW Canyon Road
Portland, Oregon 97221
Telephone: _____
Fax: _____

and

(5) To Japanese
Garden

Director
Portland Japanese Garden
POB 3847
Portland, OR 97208-3847
Telephone: (503) 223-0913
Fax: (503) 223-8303

and

(6) To Hoyt Arboretum:

Executive Director
Hoyt Arboretum Friends Foundation
4000 SW Fairview Blvd.
Portland, OR 97221
Telephone: (503) 823-1648
Fax: (503) 823-4213

and

IN WITNESS WHEREOF each Party has caused this Agreement to be executed in duplicate by authority of its board of directors or executive board committee, its commissioners, or its council as of the date first above written.

CITY OF PORTLAND

METRO/ZOO

By: _____

By: _____

Title: _____

Title: _____

WORLD FORESTRY CENTER

PORTLAND CHILDRENS MUSEUM

By: _____

By: _____

Title: _____

Title: _____

JAPANESE GARDEN SOCIETY OF OREGON

HOYT ARBORETUM FRIENDS FOUNDATION, INC.

By: _____

By: _____

Title: _____

Title: _____

APPROVED AS TO FORM:

Harry Michael Auerbach
Deputy City Attorney

Joel Morton
Metro Senior Attorney

Dean D. DeChaine
Attorney for World Forestry Center

EXHIBIT LIST

- A Washington Park Parking Lots and Spaces
- B Washington Park Service Level Agreement
- C South Entry Visioning Study Phase I Improvements
- D South Entry Visioning Study Phase II Improvements

EXHIBIT A
2012 WASHINGTON PARK TRANSPORTATION
AND PARKING MANAGEMENT AGREEMENT

Washington Park Parking Lots Graphic and Description

Exhibit A

Washington Park Parking



PORTLAND PARKS & RECREATION
Healthy Parks, Healthy Portland



EXHIBIT B
2012 WASHINGTON PARK TRANSPORTATION
AND PARKING MANAGEMENT AGREEMENT

Washington Park Service Level Agreement

Exhibit B to the 2012 Washington Park Transportation and Parking Management Agreement-Service Level Agreement

Item #	Service Category	Service	Desired Service Level
1	Manage Lot for Visitors	Open barrier gates	Certain ones are needed. West, main and upper to be opened once daily. Maintain once per year. Times vary due to events.
2		Close barrier gate	Certain ones are needed. West, main and upper to be opened once daily. Maintain once per year. Times vary due to events.
3		Issue citations or warnings for parking violations, including park and ride	Monitor lot 7 days per week-8 hours per day March through September and 5 hours per day October through February. Times vary due to events.
4		Generate incident reports for vehicle damage or theft	Respond to damage or theft within an average time of 5-15 minutes of notification and generate incident report within 24 hours.
5		Traffic control on streets and lot during peak attendance days.	June, July, August and December. Current average 3-4 days per week
6		Car unlocks	Respond within an average of 5-15 minutes of notification. Current average 5 assists per week in June, July and August. 4-5 per month in off season months
7		Air/Water vehicle assists	Respond within an average of 5-15 minutes of notification. Current average 5 assists per month.
8		Jumpstarts	Respond within an average of 5-15 minutes of notification. Current average 5 assists per week in June, July and August. 4-5 per month in off season months
9		Monitor for animal/children left in cars	Respond within an average of 5-15 minutes of notification.
10		Manage shuttle lots and shuttle service	June, July, August and December. Average 3-4 days per week. As needed depending on weather or projected attendance. Occasional use year round.
11		Tow vehicles from park.	As needed.
12		Oversize vehicle management	Respond as needed.
13		Hazardous Spill response	Respond within an average 5-15 minutes of notification. Happens approximately 10 times per year. Oil leaks, radiator, fuel leaks, etc. Usually 5 gallons or less.
14		Bus management for large school group days	Daily March through June.
16	Placing shuttle signs on peak days	As needed year round. Currently 3-4 days per week March, April, May, June, July, August, September and December. As needed when lot reaches capacity. Usually takes 2 people approximately 30 minutes for set up and two people 30 minutes each for breakdown. Shuttle lot needs to have one to three security persons on hand at shuttles when in activation.	
17	Coordinate with venues to anticipate and manage peak days	15 times per year.	
18			
19	Provide Security Function	Patrol lots	Maintain visible patrol presence during lot operating hours, year-round.
20		Monitor or make contact with persons of suspicion	Daily as needed
21		Make arrest or assist Portland Police when applicable, per PP&R policy.	As needed. Average 30-35 times per year.
22		Respond to emergencies	Respond immediately upon notification.
23		Lost children coordination for park including South Lot immediate area	Respond immediately upon notification.
24		Liaison to Police and Fire Departments	As needed
25			
26		Landscaping	Maintain landscaping
27	Maintain storm water bioswales		Quarterly and as needed. (Rick to provide historical times at tomorrow's meeting)
28	Manage irrigation		Every 6 months. Trimet currently turns on and off the source. Trimet winterizes as well. Zoo currently does an initial check at start of season. Sets controller times and monitors throughout the season.
29	Maintain and replace irrigation system		Maintenance and repairs as needed
30	Plant replacement		As needed.
31	Mulch		Yearly. Zoo will provide ZooDoo.
32	Fertilize	Yearly.	

Item #	Service Category	Service	Desired Service Level
33		Weed control	Round UP application every three weeks from March through October. Hand pull weeds as needed.
34		Leaf pick up	Weekly during fall season. Drain concerns if not done regularly in Fall season
35		Mow	Once per week.
36		Wildflower Garden (round landscape bed at entrance top south lot)	Plant wildflowers, weed and maintain as needed.
37			
38	Utilities	Manage utility accounts and pay billings (water and electricity)	Electricity submeter currently on Zoo property. Bill processing every 6 months.
39		Maintain lights	Replace as needed. Service as needed. Lights to remain on from dusk to dawn. Look at moving disconnects to area outside of Zoo.
40			
41	Maintenance	Maintain and repair asphalt	Yearly and as needed
42		Maintain striping in lots and on curbing	Yearly
43		Maintain and repair curbs	Yearly and as needed
44		Car stops	Visually inspect daily. Maintain as needed.
45		Maintain wayfinding and signage	As needed (Zoo will do for South Lot Only, Parks will continue for rest of park).
46		Litter patrol	Daily. Must happen before lot opens, for South and North lots.
47		Sweep lot	Weekly April 1-November 30. Twice per month December 1-March 31.
48		Maintain sidewalks	As needed.
49		Monitor for and remove graffiti	Inspect daily, address as needed.
50		Maintain highway/parking lot shuttle signage and "temporary signage" such as lit reader boards for South Lot	As needed. Update/repair yearly at the beginning or the spring season.
52			
53			
54	Adverse weather	Clear and de-ice pedestrian areas and lot when needed	Winter as conditions dictate.
55		Clear lot of snow. Includes main road from freeway through main lot.	Winter as conditions dictate. Generally we clear rows 6,7, 8 and 12 prior to opening. During ZooLights plow entire lot and road. Continuously when snow conditions continue throughout the day.
56		Gravel/sand drop for snow days	Winter as conditions dictate.
57		Assist with stuck vehicles	As needed.
58		Clear sidewalks of snow	Winter as conditions dictate.
59		All above Adverse Weather response for Wash. Park besides South Lot.	As needed.
60			
61	Marketing	Promote the use of shuttle lots/service on peak days	Often.
62			
63			
64	Shuttle Service	Procure Shuttle service. Busses, etc	Contracting as needed.
65		Coordinate shuttle service for peak days	As needed year round. As needed when lot reaches capacity. Set a monthly schedule for shuttle service based on needs and events.
66		Place shuttle signage and provide security/information service at shuttle lots	As needed year round. Currently 3-4 days per week March, April, May, June, July, August, September and December. As needed when lot reaches capacity. Ususally takes 2 people approximately 30 minutes for set up and two people 30 minutes each for breakdown. Shuttle lot needs to have one to three security persons on hand at shuttles when in activation.
67		Place signs on freeway/roadways for shuttle lots	As needed.
68		Manage employee shuttle parking	Daily when activated.
69		Litter patrol in shuttle lots	Daily when activated. Needs to be complete before opening of business.
70		Maintain signs, coordinate with ODOT for new signs	As needed.
71		Porta-Potty agreement for shuttle lots	When shuttles in use

Item #	Service Category	Service	Desired Service Level
		*Zoo to manage with TMA through December 2013. Meet to discuss and plan in September 2013	

EXHIBIT C
2012 WASHINGTON PARK TRANSPORTATION
AND PARKING MANAGEMENT AGREEMENT

South Entry Visioning Study Phase I Improvements



SRGPLACE

September 2012

METRO / Portland Parks & Recreation / Washington Park Alliance
WASHINGTON PARK SOUTH ENTRY VISION

EXHIBIT C: South Entry Visioning Study Phase I Improvements

2012 WASHINGTON PARK TRANSPORTATION AND PARKING MANAGEMENT AGREEMENT

EXHIBIT D
2012 WASHINGTON PARK TRANSPORTATION
AND PARKING MANAGEMENT AGREEMENT

South Entry Visioning Study Phase II Improvements



SRGPLACE

SEPTEMBER 2012

METRO / Portland Parks & Recreation / Washington Park Alliance
WASHINGTON PARK SOUTH ENTRY VISION

EXHIBIT D: South Entry Visioning Study Phase II Improvements

2012 WASHINGTON PARK TRANSPORTATION AND PARKING MANAGEMENT AGREEMENT

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 12-4384, FOR THE PURPOSE OF AUTHORIZING THE CHIEF OPERATING OFFICER TO ENTER INTO THE 2012 WASHINGTON PARK TRANSPORTATION AND PARKING MANAGEMENT AGREEMENT

Date: November 8, 2012

Prepared by: Cheryl Twete

BACKGROUND

During the past two years, the Oregon Zoo has embarked on a series of strategic efforts to enhance its successful operation into the future. These efforts have included coordination with other Washington Park attractions, adjacent neighborhood associations and Portland Parks and Recreation (PP&R) on long-term transportation and access management and a new vision for the South Entry Washington Park. Three main strategic efforts were completed:

- Washington Park Transportation and Parking Management Agreement
- Washington Park Transportation and Parking Management Plan (Final Draft)
- Washington Park South Entry Vision

The purpose of this report is to describe one of these strategic efforts - the Washington Park Transportation and Parking Management Agreement (Exhibit A to Resolution No. 12-4384) and seek the Council's approval.

In 1979, the Oregon Zoo, World Forestry Center and Oregon Museum of Science and Industry entered into a 35 year lease with PP&R for the main parking lot area, and subsequently entered into a Parking Lot Operating Agreement to govern the management and operations of the parking for the benefit of all three attractions. Since 1979, the Oregon Zoo has had primary management responsibility of the lot, including operations, maintenance, security, traffic management, etc. This arrangement worked well for many years and involved a high level of coordination and communication between the attractions. When the Washington Park Alliance was formed several years ago, coordination efforts were extended to include all five attractions within the park and PP&R. The WPA members include: World Forestry Center, Portland Children's Museum, Hoyt Arboretum, Japanese Garden, Metro/Zoo and PP&R.

In 2010-11, Metro initiated transportation planning studies and strategies as part of early steps to update the Oregon Zoo's conditional use master plan. Metro hired transportation engineers and demand management consultants to lead the WPA through a series of planning efforts to better address traffic and access conditions and transportation demand management. The Oregon Zoo recognized that while it was the largest attraction in the park, and accounted for approximately half of the visitors on an annual basis, that transportation management would need to encompass all of the attractions to be successful into the future. Therefore, to effectively manage all visitors to Washington Park, a new, more comprehensive approach was needed.

Following completion of a final draft Washington Park Transportation and Parking Management Plan in 2011, PP&R agreed that addressing transportation and access management on a park-wide basis was an important new direction and that resources generated from parking revenues should be dedicated to transportation-related purposes. To this end, Metro and PP&R led the effort to negotiate a new,

comprehensive long-term agreement (25 years) on behalf of WPA members. This agreement defines goals, actions, decision-making, roles, responsibilities and expenditure priorities and all of the attractions participated by reviewing and commenting on drafts throughout the development process. To date, the Washington Park Transportation and Parking Management Agreement has been reviewed and approved by the boards of the Portland Children's Museum, World Forestry Center and Hoyt Arboretum and the Japanese Garden. It will be presented to the Metro Council on November 8, 2012 and the Portland City Council on November 14, 2012.

The most significant provisions of the Agreement relate to 1) the transition of parking management from the Oregon Zoo to PP&R (which owns all parking in the park), 2) the installation of parking pay stations and the transition to paid parking throughout the park and 3) the creation of a new Washington Park Transportation Management Association in 2013. Parking pay stations, similar to those used in the Central City, will be installed spring 2013 and all revenues will support the prioritized activities and services described below. The "big idea" generating much enthusiasm among the attractions and the neighborhoods is the creation of a Transportation Management Association dedicated to managing visitor access through information and multi-modal trip incentives.

Key elements of the Agreement are:

1. PP&R will serve as lead management entity in Washington Park, and will ensure that specified level of service standards are met. The agreement anticipates that the Oregon Zoo will continue providing certain services into the future and that such work will occur under a separate intergovernmental agreement between PP&R and Metro.
2. All parking will become paid parking and the revenues will be dedicated solely to expenditures in Washington Park, in a fund managed by PP&R. Expenditures are prioritized as follows:
 - o Parking Maintenance and Operations
 - o Transportation Management Association operational funding
 - o Expanded and improved shuttle service
 - o City-required code and storm water improvements
 - o Washington Park Master Plan update
 - o Road maintenance and repair
 - o Capital reserves, with early priority projects being:
 - Repayment of parking meter acquisition and installation
 - Phase I South Entry Vision Improvements
 - Phase II South Entry Vision Design/Planning
 - Future Washington Park Master Plan improvements
3. Create a Transportation Management Association, with all attractions, Metro, PP&R, Tri-Met and the two adjacent neighborhood associations serving on the board of directors.

Upon approval by the Metro Council and Portland City Council, the Agreement will be executed by all six organizations. It will result in the termination of the existing lease agreement (currently set to expire in April 2014) and Parking Lot Operating Agreement.

The Oregon Zoo has managed and financially supported the parking lot since 1994 and has done a good job with limited resources. Parking fees were not instituted until 2005, so until that point, the cost of parking lot management was borne by the Oregon Zoo. In the mid-1990's, Metro also issued a \$5 million bond to contribute to the Westside Light Rail project and reconstruct the parking lot and SW Knights Boulevard. Today, the parking fees do not cover the full cost of management services and debt

repayment. Therefore, the Oregon Zoo realizes a reduction in its out-of-pocket costs with the new Agreement.

Attachment 1 to this staff report provides excerpts of the Washington Park South Entry Vision for informational purposes. The new Washington Park Transportation and Parking Management agreement provides funding for 1) design/construction of Phase I improvements and 2) pre-development of the Phase II improvements. Presentation of the study will occur later this year along with the results of the Oregon Zoo conditional use master plan decision.

The Washington Park Transportation and Parking Management Plan will be finalized by the soon-to-be-created Washington Park Transportation Management Association (TMA) in 2013.

ANALYSIS/INFORMATION

1. Known Opposition

There is no known opposition at this time; however, the Portland City Council has yet to act upon the Agreement. The Sylvan Highland Neighborhood Association and the Arlington Heights Neighborhood Association have been active in WPA-led planning and public outreach efforts and while they have expressed concerns regarding transportation impacts in their neighborhoods and some concerns about paid parking within Washington Park, they have been supportive of the comprehensive management approach and the creation of a TMA. The two neighborhood associations have not officially endorsed nor opposed the agreement.

2. Legal Antecedents

The Oregon Zoo has worked in partnership with the WPA members for several years and this Agreement represents not only a continued working relationship, but a much more comprehensive approach to managing transportation and access to Washington Park attractions. Previously, the Oregon Zoo/Metro was a party to a land lease and a Parking Lot Operating Agreement, both of which will be superseded by the new Agreement.

3. Anticipated Effects

Once the Agreement is fully executed, it will take several months to fully implement its provisions. Installation of parking meters and the transition to paid parking in the entire park is the first key step, followed by creation of a Transportation Management Association which will be a dedicated management organization to serve visitors and employees of the park. It will also manage shuttle services to the existing off-site lots and manage new additional intra-park service as soon as funding allows. The Oregon Zoo will have a reduced role providing select parking-related services to PP&R under a separate intergovernmental agreement, enabling zoo staff to focus on services to its visitors.

4. Budget Impacts

After the installation of the parking meters the Oregon Zoo will no longer have financial responsibility for parking management services (approximately \$185,000 annually) for the life of the agreement. The zoo will still be fully responsible for the remaining debt on the parking lot until 2016, a net additional expense of \$260,000 a year for three years.

RECOMMENDED ACTION

Authorize the Chief Operating Officer to enter into the Washington Park Transportation and Parking Management Agreement and continue coordination efforts with PP&R and the other attractions in Washington Park Alliance.

**Attachment 1 to the Staff Report to Resolution No. 12-4384:
South Entry Visioning Study Phase I & II Improvements**

South Entry Visioning Study Phase I Improvements



SRGPLACE

September 2012

METRO / Portland Parks & Recreation / Washington Park Alliance
WASHINGTON PARK SOUTH ENTRY VISION

**Attachment 1 to the Staff Report to Resolution No. 12-4384:
South Entry Visioning Study Phase I & II Improvements**

South Entry Visioning Study Phase II Improvements

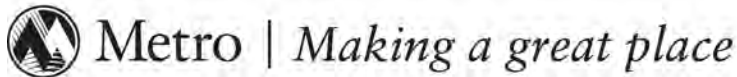


SRGPLACE

SEPTEMBER 2012

METRO / Portland Parks & Recreation / Washington Park Alliance
WASHINGTON PARK SOUTH ENTRY VISION

Materials following this page were distributed at the meeting.



METRO COUNCIL MEETING

Meeting Summary

Nov. 1, 2012

Metro, Council Chamber

Councilors Present: Council President Tom Hughes and Councilors Rex Burkholder, Barbara Roberts, Kathryn Harrington, Carlotta Collette and Shirley Craddick

Councilors Excused: Councilor Carl Hosticka

Council President Tom Hughes convened the regular council meeting at 2:30 p.m.

1. INTRODUCTIONS

There were none.

2. CITIZEN COMMUNICATIONS

There were none.

3. ASSOCIATION OF ZOOS & AQUARIUMS AWARD PRESENTATION

Ms. Kim Smith of the Oregon Zoo stated that the Zoo was recently awarded three awards from the Association of Zoos and Aquariums. The Oregon Zoo received the North American Conservation Award for the Oregon Spotted Frog program, the Significant Achievement Award for the Silver Spotted Butterfly program, and the Green Award for Zoo's sustainability efforts. Ms. Smith provided a short presentation and shared videos about the Zoo's Spotted Frog and Spotted Butterfly programs, and sustainability projects currently underway at the Zoo. (Presentation included as part of the meeting record.)

Mr. Jim Maddy of the AZA presented the Council with the awards. He stated that it was unprecedented to have one organization garner three AZA awards in a single year. Award recipients are selected by a jury of their peers. The AZA has 225 members in North America.

Councilors thanked Mr. Maddy for traveling to Portland to present the awards. Councilors expressed their excitement for the awards – especially those recognizing the zoo for its conservation work. Additional discussion included how the Zoo's work neatly fits with Metro's other missions (e.g. land use), and Washington state's Spotted Frog program for inmates.

4. OFFICE OF THE AUDITOR: FY 11-12 ANNUAL REPORT

Council President Hughes stated that Metro Auditor Suzanne Flynn requested that the FY 11-12 Annual Report be rescheduled to a later date.

5. CONSIDERATION OF THE MINUTES FOR OCT. 18, 2012

Motion:	Councilor Carlotta Collette moved to approve the October 18, 2012 council summary.
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Vote:	Council President Hughes and Councilors Roberts, Craddick, Burkholder, Collette and Harrington voted in support of the motion. The vote was 6 ayes, the motion <u>passed</u> .
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6. ORDINANCES – SECOND READ

6.1 Ordinance No. 12-1293, For the Purpose of Amending the FY 2012-13 Budget and Appropriations Schedule for Creation of an Agency Equity Strategy.

Motion:	Councilor Kathryn Harrington moved to approve Ordinance No. 12-1293.
Second:	Councilor Collette seconded the motion.

Councilor Harrington introduced Ordinance No. 12-1293. Councilor Harrington stated that Metro works with communities, businesses and local residents to create a vibrant and sustainable region for all. She stated that bringing equity into the forefront of Metro work would help to secure the region’s future by creating a place where everyone has the opportunity to contribute and succeed. Two years ago the Metro Council adopted equity as one of the region’s six desired outcomes and subsequently directed staff to initiate the development of an organizing framework that consistently incorporated equity into all Metro decisions. Councilor Harrington stated that Metro has already undertaken efforts to advance equity across the agency, however in absence of an organizing framework or strategic direction, the agency has faced a number of challenges and limitations in this area.

The ordinance, if approved, would allocate the needed resources to initiate a strategy development process. The request would fund a work program to initiate Step 1 of the Equity Strategy. Councilor Harrington emphasized that for the effort to be successful Metro must build and strengthen authentic partnerships and long-term working relationships. She stated that the proposal has intentionally not defined the details of the work plan because Metro would like to ensure partnership in the creation of the development process. A framework for what Metro would like to do was created based on input received from partners, but Metro has not defined the process of how to get there. She stated that Metro needs to change and advance its current approach to better reflect the needs of all communities.

Councilor Harrington welcomed Ms. Nuin-Tara Key for staff’s presentation. Ms. Key stated that the proposal for Council consideration was to launch an engagement process to define an agency-specific strategy for advancing equity within the context of Metro’s roles and responsibilities. Ms. Key provided a brief overview of the proposal and immediate steps for Council consideration. The budget amendment, \$300,000, would fund \$200,000 for staff support and \$100,000 for materials and services.

Council President Hughes opened a public hearing on Ordinance No. 12-1293:

- Tara Sulzen, 1000 Friends of Oregon: Ms. Sulzen expressed 1000 Friends support for the ordinance and advocated for Metro to adopt a comprehensive strategy, and to broaden and diversify its engagement. She stated that 1000 Friends was encouraged by Metro’s direction

and recommended the Council to look at how the \$100,000 for materials and services would be spent. She emphasized the time and capacity it takes to serve on committees and hoped the budget amendment would help build capacity within community organizations (Written testimony included as part of the meeting record.)

- Julia Meier, Coalition of Communities of Color: Ms. Meier expressed CCC's support for ordinance and stated that committing to a long-term development and implementation of an agency-wide strategy would get the region where it needs to be as a community. She stated that the region's demographics are rapidly changing primarily through an increase in the number of people of color, immigrants, and refugees. She call attention to four specific areas of the proposal:
 1. She emphasized the importance of developing the strategy in partnership with racial, social and environmental justice organizations. She was concerned that while she assume the \$100,000 materials and services budget included contracted dollars for these types of organizations, it was not explicitly mentioned in the proposal. She also recommended the budget amendment be increased to \$400,000 with the additional monies allocated for technical assistance contracts with these organizations.
 2. She encouraged Metro to be more explicit about the role of Title VI and its integration into the strategy. She stated that Title VI was an essential component of a jurisdictional equity strategy, however it was not sufficient in of itself and would not get the region to regional equity.
 3. Ms. Meier supported the project being housed in the Office of the Chief Operating Officer and recommended the new position be a direct report to the COO.
 4. Lastly, Ms. Meier emphasized the need to ensure Metro's equity work is long term. She encouraged the Council to publically commit that Metro is in it for the long term and stated that the goal was to make equity constitutional across the agency.

- Irene Schwoeffermann, Coalition for a Livable Future: Ms. Schwoeffermann expressed CLF's support for the ordinance and stated that proposal was a step in the right direction. She stated that CLF especially applauded the proposal's emphasis on building internal understanding and capacity and strengthening relationships with community members. She requested two additional items be considered in the final proposal: (1) a \$100,000 increase in the budget dedicated to technical assistance from racial, social and environmental justice organizations; and (2) specific language expressing Title VI as a baseline from which the Metro equity standards plan to move beyond. (Written testimony included as part of the meeting record.)

- Midge Purcell, Urban League of Portland: Ms. Purcell was in support of the ordinance. She emphasized that equity must be addressed in a coordinated, intentional and effective way that would be felt in measureable outcomes and improve the quality of life for all. She stated that the Urban League was a member on the Housing and Urban Development (HUD) Consortium grant application and emphasized the need to do better. She reiterated that Metro needs to use its tools, like Title VI, more effectively and work with the right staffing and expertise. She also encouraged the Council to allocate additional funding to ensure organizations have the capacity to contribute to Metro's equity strategy.

- Kayse Jama, Center for Intercultural Organizing: Mr. Jama was in support of the ordinance. He stated that the region is changing and emphasized the importance of ensuring the livability condition of all residents is equitable for years to come. He stated that equity, racial justice, etc. can be uncomfortable discuss, but that Metro needs to talk explicitly about these issues and develop a strong strategy that can be implemented. He was in support of allocating an additional \$100,000 to engage racial, ethnic and community members. He also stated that in order to meet Title VI's minimum baseline Metro must complete a needs assessment.
- Joseph Santos-Lyons, APANO: Mr. Lyons was in support of the ordinance and stated that Metro has an opportunity to do better than the minimum Title VI requirements and to develop a more comprehensive and robust needs assessment. He stated that accurate demographic data, that can be analyzed, is needed. He stressed the importance of meaningful, early and often engagement with community and partner organizations. Mr. Lyons stated that language and culture can bring Asian Pacific Islanders together, but can also cause segregation. He stated that there are currently 212,000 Asian Pacific Islanders in Oregon and emphasized the community's continued growth. He stressed the importance of building strategies that affirm equity. Mr. Lyons was also in support of having the equity strategy housed in the Office of the COO and having the staff person report directly to the COO.
- Heidi Guenin, Upstream Public Health: Ms. Guenin – a citizen member of the Transportation Policy Alternatives Committee – expressed her support for the ordinance and echoed the comments from the other testifiers. She stated that Upstream Public Health was one of many organizations that sent a letter to the Joint Policy Advisory Committee on Transportation (JPACT) calling for equity to be included as a criterion when evaluating the allocation of Regional Flexible Fund monies. She also highlighted the phrase “racial, social and environmental justice organizations” used by the other testifiers. She encouraged Metro to include these communities when discussing contracts to bring in expertise in for the equity strategy.

Seeing no additional citizens who wished to testify, the public hearing was closed.

Council thanked testifiers for their comments and stressed that this proposal would be impossible without their partnership and participation. Councilors emphasized that the proposal should help inform Metro business and be integrated into all Metro functions. Councilors acknowledged the additional \$100,000 request but were not ready to allocate additional funding; stating that the amount needed may be more or less than the proposed amount. Councilors emphasized the importance of a transparent process and that additional time may be needed to identify other communities (e.g. minority communities in outer Multnomah County or Washington County) who should have an equal opportunity to participate in the contracts. Additionally, Councilors noted that the \$300,000 was to be used within the current fiscal year which closes June 30, and that FY 2013-14 budget discussions would begin soon. Additional discussion included Metro's Diversity Action Plan scheduled for Council consideration in mid November.

Vote:

Council President Hughes and Councilors Roberts, Craddick, Burkholder, Collette and Harrington voted in support of the motion. The vote was 6 ayes, the motion <u>passed</u> .
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7. CHIEF OPERATING OFFICER COMMUNICATION

Ms. Martha Bennett provided an update on the following:

- Metro is still waiting to receive the Hearing Officer's report on the City of Lake Oswego's major urban growth boundary amendment application. Consequently, staff has decided to reschedule the Council's Nov. 6 work session item on the UGB major amendment process until Metro receives the report.
- Ms. Bennett and Metro staff provided a presentation on the natural areas levy proposal at the Washington County's city managers and special districts meeting. Staff is scheduled to provide the same presentation to Clackamas County managers on Nov. 5, and is in the process of scheduling a presentation in Multnomah County.
- Ms. Bennett attended Executive Session of the Public Employers Diversity Conference which focused on Multnomah County's equity and empowerment lens. She recommended a brown bag be scheduled on this topic.

8. COUNCILOR COMMUNICATION

Councilor updates included recent Westside Trail open houses and Community Investment Initiative Regional Investment Enterprise meeting. Highlighted upcoming events included Nov. 7 Regional Mayors meeting.

Additional updates included the Oregon Convention Center hotel developers and union groups have reached agreement on a labor peace agreement.

9. ADJOURN

There being no further business, Council President Hughes adjourned the regular meeting at 4:15 p.m. Council will convene the next regular council meeting on Thursday, Nov. 8 at 2 p.m. at the Metro Council Chamber.

Respectfully submitted,



Kelsey Newell, Regional Engagement and Legislative Coordinator

ATTACHMENTS TO THE PUBLIC RECORD FOR THE MEETING OF NOV. 1, 2012

Item	Topic	Doc. Date	Document Description	Doc. Number
3.0	PowerPoint	N/A	Oregon Zoo Awards	110112c-01
5.0	Minutes	10/18/12	Council summary for Oct. 18, 2012	110112c-02
6.1	Testimony	11/1/12	Written testimony submitted by Tara Sulzen	110112c-03
6.1	Testimony	11/1/12	Written testimony submitted by Irene Schwoeffermann	110112c-04



Washington Park Transportation and Parking Management Agreement

A New Approach to Managing Visitor Access to
Washington Park
November 8, 2012



Washington Park Alliance Partners:

- Oregon Zoo
- World Forestry Center
- Portland Children's Museum
- Hoyt Arboretum
- Japanese Garden
- Portland Parks and Recreation



1

Washington Park Transportation and Parking Management Agreement

- WPA Committed to World-Class Attractions and Transportation and Access Management
- Washington Park Strategic Planning Efforts
 - South Entry Vision
 - Transportation Planning and Analysis
 - New Transportation Demand Management Plan
 - New Transportation & Parking Management Agmt

2

Washington Park Transportation and Parking Management Agreement

- Parking Management Approach Past 35 years
 - Oregon Zoo lead manager
 - Oregon Zoo funded capital improvements and management out of Metro budget
 - Managed south entry only
- New Washington Park Management Agreement
 - Portland Parks and Recreation lead role
 - Supported by WPA attractions
 - Inclusive of all Washington Park

3

Washington Park Transportation and Parking Management Agreement

- PP&R supports new comprehensive effort
- PP&R commits to the new roles and responsibilities on behalf of all of Washington Park
- PP&R commits to quality of service



4

Washington Park Transportation and Parking Management Agreement

Key elements include:

- Paid-parking system in all Washington Park
- Pay Stations to be installed Spring 2013
- Transportation Management Association 2013
- Focus on demand management
- Incentives for multi-modal trips
- Parking revenue dedicated to Washington Park

5

Washington Park Transportation and Parking Management Agreement

Key elements include:

- Parking revenues allocated to specified priorities
 - Management/Maintenance
 - TMA and Shuttle Service
 - City-required code/stormwater improvements
 - Washington Park Master Plan
 - Washington Park Road Maintenance
 - Capital Projects

6

Washington Park Transportation and Parking Management Agreement



Washington Park South Entry Vision

7

Washington Park Transportation and Parking Management Agreement

Status of Agreement:

- WFC, PCM, Hoyt Arboretum and Japanese Garden Boards have approved agreement
- City Council action on 11/14/12

Jessica Atwater

From: Metro Council
Sent: Thursday, November 08, 2012 1:13 PM
To: Jessica Atwater
Subject: FW: Input for Metro Council Meeting today, Resolution No. 12-4384

From: claudia martin [<mailto:claudiachaconne@hotmail.com>]
Sent: Thursday, November 08, 2012 12:03 PM
To: Metro Council; Tom Hughes; Colin Deverell; Barbara Roberts; Nikolai Ursin; Rex Burkholder; Ramona Perrault
Cc: board sylvan; boardarlingtonheights
Subject: Input for Metro Council Meeting today, Resolution No. 12-4384

Dear Metro,

I am a board member of the Sylvan Highlands neighborhood Association and the Chairman of the Sylvan Highlands Transportation committee.

I understand that a resolution is being presented at the Metro meeting today regarding placement of parking meters within Washington Park.

I strongly feel that this should not move forward without full public discussion, both with the neighborhoods that include Washington Park, Sylvan Highlands and Arlington Heights as well as the general public. The subject has only come to the attention of the aforementioned neighborhoods as a side issue during discussions with the Oregon Zoo regarding the Auxiliary Lot which the zoo had been using. Both neighborhoods opposed parking meters being placed throughout Washington Park.

We were told that a Washington Park Transportation Plan would be made and that our neighborhoods would be included as members of this. Pertinent to this is that Sylvan Highlands has been pursuing solutions to traffic problems in our neighborhood, largely due to the increase in populations west of our neighborhood, but also to users of the Washington Park facilities. Any changes, such as placing meters in Washington Park, directly impact our neighborhoods. Many of the Sylvan Highland citizens cannot access the parks without driving to them as there is no public transportation available. Certainly one should not have to pay for parking within one's own neighborhood. Furthermore, meters will encourage "spillage" onto adjacent to Washington Park neighborhood streets.

Furthermore, there are almost no cities of Portland's size that charge for parking within a public park (the zoo as an institution being a different story). We already pay taxes for our parks.

Please note that before any further steps are taken, our neighborhoods need to be at the table, the greater public needs to be involved, as well as the new Mayor and city council.

Sincerely,
Claudia Martin MD
Chairman of the Sylvan Highlands Transportation Committee
Board Member Sylvan Highlands Neighborhood Association

Vishal Narayan

From: Kelsey Newell
Sent: Thursday, November 08, 2012 11:15 AM
To: Vishal Narayan
Subject: FW: Input for Metro Council Meeting today, Resolution No. 12-4384

-----Original Message-----

From: Susan Alpert Siegel, Ph.D. [<mailto:susan.siegel@klarquist.com>]
Sent: Thursday, November 08, 2012 10:28 AM
To: Metro Council; Tom Hughes; Colin Deverell; Barbara Roberts; Nikolai Ursin; Rex Burkholder; Ramona Perrault
Cc: board@arlingtonheightspdx.org; Malcolms; bryanburch99@me.com
Subject: Input for Metro Council Meeting today, Resolution No. 12-4384

Dear Metro Council Members,

Resolution No. 12-4384 regarding the 2012 Washington Park Transportation and Parking Management Agreement is on the Metro Agenda for today.

I do not believe that the public has been informed that paid parking will be mandated by this resolution. Washington Park is a valuable public resource. If this resolution does MANDATE paid parking throughout Washington Park, and/or designates those areas where paid parking will be mandated, then please consider having a period for public comment before approving this resolution. Metro citizens will be best served by having a voice in this important decision, since paid parking in Washington park will directly impact them.

Please consider delaying the vote on this Agreement until there can be more disclosure to the public. For example, please consider requesting the Parks department disclose their plan to the media (newspapers, local TV stations), or present the parking plan in public meetings that are open to all citizens of the Metro area.

I was just informed of the Metro meeting today at 2 PM. I'm sorry that I cannot attend due to work commitments. Thank you for your consideration. Please confirm receipt of this email.

With Best Regards,

Susan Alpert Siegel, Ph.D.
3108 SW Cascade Drive
Portland, OR 97205

email: susan.alpert.siegel@klarquist.com The attached message is intended solely for the designated recipient, and may contain confidential, proprietary and privileged information. If you have received this e-mail by mistake, please let the sender know immediately.

From: Bryan Burch <bryanalbertburch@gmail.com>
Subject: Re: Input for Metro Council Meeting today, Resolution No. 12-4384
Date: November 8, 2012 11:40:30 AM PST
To: colin.deverell@oregonmetro.gov, barbara.roberts@oregonmetro.gov, nikolai.ursin@oregonmetro.gov, Rex.Burkholder@oregonmetro.gov, ramona.perrault@oregonmetro.gov, tom.hughes@oregonmetro.gov, metrocouncil@oregonmetro.gov
Cc: board@arlingtonheightspdx.org, board@sylvanhighlands.org, Malcolms <malcolhome@comcast.net>, "Susan Alpert Siegel, Ph.D." <susan.siegel@klarquist.com>, "SHNA" <sylvanhighlands@yahoo.com>, Marcia Sinclair <Marcia.Sinclair@oregonzoo.org>, Cheryl Twete <cheryl.twete@oregonmetro.gov>, Craig Stroud <Craig.Stroud@oregonmetro.gov>

Dear Metro Council Members:

As a board member and past president of Sylvan-Highlands Neighborhood Association I would like to emphasize Ms. Siegel's comments and add comments from neighbor Dave Malcolm regarding the diminished Park and Ride privileges afforded Sylvan-Highlands and Arlington Heights neighbors. Over the past decade we have seen our negotiated concession to utilize Park and Ride diminish as METRO / Zoo interests have been placed above those of its neighbors. We protest the resolution that will cancel all Park and Ride privileges.

Sylvan-Highlands Neighbors made a concession to METRO by supporting the recent land use decision of the West Parking Lot to permanent use status. We expect METRO to support our concession for Park and Ride and other items outline during the past 20 months of good neighbor negotiation and public planning.

DO NOT DESERT US NOW THAT YOU HAVE THE WEST LOT. As the hearings officer remarked, it would be the wiser road for future applicants to follow by working positively with the neighborhoods. It is important to us that METRO follow through with that which has already been discussed with its neighbor partners.

Very best regards,
Bryan Burch
Sylvan-Highlands Neighborhood Association
Land Use Committee

From: Malcolms <malcolhome@comcast.net>
Subject: FW: Metro: Washington Park Transportation Management and Parking Agreement
Date: November 8, 2012 10:24:15 AM PST
To: Bryan Burch <bryanalbertburch@gmail.com>

Bryan, please add my email to the public record at today's meeting:

To all concerned:

As a SHNA member/resident I object to proposed elimination of all park and ride ability at the Washington Park MAX station. Limited parking rights should be available for the Sylvan-Highlands and Arlington Heights neighborhoods.

While local neighbors don't want the WP MAX station to be used like a transit center, local residents must not be excluded from using the only nearby MAX access point. Unlike urban areas such as Beaverton and downtown Portland, it's not a simple thing for neighbors to simply walk a block or three to catch the MAX (and the elderly or mobility impaired are impacted significantly more).

In the past there has been a parking permit system for local residents to use the parking and MAX facilities. Although the intent was good the system design was flawed in as much as it was less than year round and only for "normal" workday hours [e.g., 9-5]. For the system to succeed, it needs to be reliable [I can use it when I need it (working late, special events, etc.)].

many local residents regularly use public transit. Bus service is infrequent in this part of Portland and the MAX is much more consistent. Passing such a prohibition would only make public transit less useful for local residents. I thought the goal was to increase use of public transit.

A better solution that's been discussed conceptually local stakeholders is to build a parking structure big enough for [a] Washington Park and [b] park and ride parking needs. Reneging on past agreements for neighborhood use is simply wrong and creates adversarial positions.

As a local resident and SHNA officer, I object to the proposed plan to prohibit all park and ride use at the Washington Park MAX station.

Sincerely,
Dave Malcolm

On Nov 8, 2012, at 10:27 AM, Susan Alpert Siegel, Ph.D. wrote:

Dear Metro Council Members,

Resolution No. 12-4384 regarding the 2012 Washington Park Transportation and Parking Management Agreement is on the Metro Agenda for today.

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Please consider delaying the vote on this Agreement until there can be more disclosure to the public. For example, please consider requesting the Parks department disclose their plan to the media (newspapers, local TV stations), or present the parking plan in public meetings that are open to all citizens of the Metro area.

I was just informed of the Metro meeting today at 2 PM. I'm sorry that I cannot attend due to work commitments. Thank you for your consideration. Please confirm receipt of this email.

With Best Regards,

Susan Alpert Siegel, Ph.D.
3108 SW Cascade Drive
Portland, OR 97205

email: susan.alpert.siegel@klarquist.com

The attached message is intended solely for the designated recipient, and may contain confidential, proprietary and privileged information. If you have received this e-mail by mistake, please let the sender know immediately.

Bryan Burch

From: "Susan Alpert Siegel, Ph.D." <susan.siegel@klarquist.com>
Subject: Input for Metro Council Meeting today, Resolution No. 12-4384
Date: November 8, 2012 10:27:58 AM PST
To: "metro council@oregonmetro.gov" <metro council@oregonmetro.gov>, "tom.hughes@oregonmetro.gov" <tom.hughes@oregonmetro.gov>, "colin.deverell@oregonmetro.gov" <colin.deverell@oregonmetro.gov>, "barbara.roberts@oregonmetro.gov" <barbara.roberts@oregonmetro.gov>, "nikolai.ursin@oregonmetro.gov" <nikolai.ursin@oregonmetro.gov>, "Rex.Burkholder@oregonmetro.gov" <Rex.Burkholder@oregonmetro.gov>, "ramona.perrault@oregonmetro.gov" <ramona.perrault@oregonmetro.gov>
Cc: "board@arlingtonheightspdx.org" <board@arlingtonheightspdx.org>, Malcolms <malcolmhome@comcast.net>, "bryanburch99@me.com" <bryanburch99@me.com>

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With Best Regards,

Susan Alpert Siegel, Ph.D.
3108 SW Cascade Drive
Portland, OR 97205

email: susan.alpert.siegel@klarquist.com

The attached message is intended solely for the designated recipient, and may contain confidential, proprietary and privileged information. If you have received this e-mail by mistake, please let the sender know immediately.

From: Julie Blackman CTC <jblackman@yahoo.com>
Subject: Opposition to Paid Parking throughout Washington Park
Date: November 8, 2012 11:32:51 AM PST
To: Bryan Burch <bryanalbertburch@me.com>

Dear Bryan:

Just for the record: Steve and I are both opposed to extension of paid parking beyond the Zoo parking lot into Washington Park, including Hoyt Arboretum.

We see no benefits devolving to the neighborhood and many potential problems.

On a philosophical basis we disagree with the concept, whether this year in Washington Park, next year in Forest Park or five years from now at all city parks.

We also object to the manner in which this has been handled by both the City and Metro.

Thank you for addressing Metro's working meeting on this topic on our behalf.

Sincerely,

Julie Blackman
SW Fairview Circus

From: claudia martin <claudiachaconne@hotmail.com>
Subject: Metro resolution regarding parking meters in WP
Date: November 8, 2012 11:50:53 AM PST
To: bryan burch <bryanalbertburch@gmail.com>, board sylvan <board@sylvanhighlands.org>, boardarlingtonheights <board@arlingtonheightspdx.org>

Dear Metro,

I am a board member of the Sylvan Highlands neighborhood Association and the Chairman of the Sylvan Highlands Transportation committee.

I understand that a resolution is being presented at the Metro meeting today regarding placement of parking meters within Washington Park.

I strongly feel that this should not move forward without full public discussion, both with the neighborhoods that include Washington Park, Sylvan Highlands and Arlington Heights as well as the general public. The subject has only come to the attention of the aforementioned neighborhoods as a side issue during discussions with the Oregon Zoo regarding the Auxiliary Lot which the zoo had been using. Both neighborhoods opposed parking meters being placed throughout Washington Park.

We were told that a Washington Park Transportation Plan would be made and that our neighborhoods would be included as members of this. Pertinent to this is that Sylvan Highlands has been pursuing solutions to traffic problems in our neighborhood, largely due to the increase in populations west of our neighborhood, but also to users of the Washington Park facilities. Any changes, such as placing meters in Washington Park, directly impact our neighborhoods. Many of the Sylvan Highland citizens cannot access the parks without driving to them as there is no public transportation available. Certainly one should not have to pay for parking within one's own neighborhood. Furthermore, meters will encourage "spillage" onto adjacent to Washington Park neighborhood streets.

Furthermore, there are almost no cities of Portland's size that charge for parking within a public park (the zoo as an institution being a different story). We already pay taxes for our parks.

Please note that before any further steps are taken, our neighborhoods need to be at the table, the greater public needs to be involved, as well as the new Mayor and city council.

Sincerely,

Claudia Martin MD

Chairman of the Sylvan Highlands Transportation Committee

Board Member Sylvan Highlands Neighborhood Association

From: downey@cannarella.com
Subject: Sylvan Highlands Neighborhood Association RE: Metro: Washington Park Transportation Management and Parking Agreement
Date: November 8, 2012 11:26:49 AM PST
To: D Malcolm <dmail.shna@comcast.net>
Cc: SHNA listserv <sylvanhighlands@yahooogroups.com>
Reply-To: downey@cannarella.com

Sorry, I'm jumping in at the tail end of this conversation but is METRO once again trying to change the limited parking ability SHNA has at the Zoo? If so, I am **strongly** opposed.

The opportunity to use the parking lot is VERY limited and I am one of the few people purchasing a park and ride permit during winter months. I have never seen the Zoo parking lot even moderately full when I park (between the months of September and March 30). What exactly is the problem?

Thanks for representing the neighborhood, Bryan.
Gabriela

On Thu, Nov 8, 2012 at 11:10 AM, D Malcolm <dmail.shna@comcast.net> wrote:

Neighbors, FYI.

I agree with Bryan's comments below. He will make a brief public comment today at the work session [before the Metro hearing] as no public comment is allowed at the hearing. I'm supporting Bryan by sending him an email he can enter into the public record [additional written documentation].

If you share our position, please support Bryan by emailing him today before 12:45. Let your voice be heard!

-Dave Malcolm

From: Bryan Burch [mailto:bryanburch99@me.com]
Sent: Thursday, November 08, 2012 8:58 AM
To: Cheryl Twete
Cc: board@sylvanhighlands.org; Mark Sieber; Scott Robinson; Craig Stroud
Subject: Re: WP Transportation Management and Parking Agreement

Thanks, but the neighborhoods agreed to limited parking rights as a result of the MAX station construction. We have seen our usability diminished each time METRO / Zoo finds a need to increase parking for the facilities. This is a sensitive topic with us and many neighbors have expressed dissatisfaction with the changes that have occurred over the past decade. I strongly oppose the wording in the resolution and would like to make my views public.

On Nov 8, 2012, at 8:53 AM, Cheryl Twete wrote:

I will call you in an hour. I think our interests are aligned in that we want to ensure that WP visitors have parking availability especially in the peak season so they don't park in the surrounding neighborhoods.
Connected by DROID on Verizon Wireless

-----Original message-----

From: Bryan Burch <bryanburch99@me.com>
To: Cheryl Twete <Cheryl.Twete@oregonmetro.gov>
Cc: Marcia Sinclair <Marcia.Sinclair@oregonzoo.org>, Mark Sieber <mark@nwnw.org>, "board@sylvanhighlands.org" <board@sylvanhighlands.org>, Craig Stroud <Craig.Stroud@oregonmetro.gov>, "board@arlingtonheightspdx.org" <board@arlingtonheightspdx.org>, Scott Robinson <Scott.Robinson@oregonmetro.gov>
Sent: Thu, Nov 8, 2012 16:33:25 GMT+00:00
Subject: WP Transportation Management and Parking Agreement

Dear Cheryl:

I would like to speak to you in advance of today's METRO meeting regarding the WP TMPA resolution that will be put before the METRO council this afternoon. There is a resolution to limit "Park and Ride" capability in the main parking lot outside of the MAX station / Zoo main lot. This is in direct opposition to the desires of the Sylvan-Highland Neighborhood Association and I would like to officially protest this move.

How does the METRO council hear public comment in this situation? Would you please advise me ASAP.

Best regards,

Bryan Burch

Bryan Burch

[503.970.9428](tel:503.970.9428)

From: "Malcolms" <malcolmhome@comcast.net>
Subject: FW: Metro: Washington Park Transportation Management and Parking Agreement
Date: November 8, 2012 10:24:15 AM PST
To: "Burch, Bryan" <bryanalbertburch@gmail.com>

Bryan, please add my email to the public record at today's meeting:

To all concerned:

As a SHNA member/resident I object to proposed elimination of all park and ride ability at the Washington Park MAX station. Limited parking rights should be available for the Sylvan-Highlands and Arlington Heights neighborhoods. While local neighbors don't want the WP MAX station to be used like a transit center, local residents must not be excluded from using the only nearby MAX access point. Unlike urban areas such as Beaverton and downtown Portland, it's not a simple thing for neighbors to simply walk a block or three to catch the MAX [and the elderly or mobility impaired are impacted significantly more].

In the past there has been a parking permit system for local residents to use the parking and MAX facilities. Although the intent was good the system design was flawed in as much as it was less than year round and only for "normal" workday hours [e.g., 9-5]. For the system to succeed, it needs to be reliable [I can use it when I need it (working late, special events, etc.)].

many local residents regularly use public transit. Bus service is infrequent in this part of Portland and the MAX is much more consistent. Passing such a prohibition would only make public transit less useful for local residents. I thought the goal was to increase use of public transit.

A better solution that's been discussed conceptually local stakeholders is to build a parking structure big enough for [a] Washington Park and [b] park and ride parking needs. Reneging on past agreements for neighborhood use is simply wrong and creates adversarial positions.

As a local resident and SHNA officer, I object to the proposed plan to prohibit all park and ride use at the Washington Park MAX station.

Sincerely,
Dave Malcolm

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Sent: Thursday, November 08, 2012 8:58 AM
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Cc: board@sylvanhighlands.org; Mark Sieber; Scott Robinson; Craig Stroud
Subject: Re: WP Transportation Management and Parking Agreement

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Bryan Burch
503.970.9428