

Meeting:	Metro Council
Date:	Thursday, May 30, 2013
Time:	2 p.m.
Place:	Metro, Council Chamber

CALL TO ORDER AND ROLL CALL

1.	INTRODUCTIONS	
2.	CITIZEN COMMUNICATION	
3.	PAYROLL AND BENEFITS AUDIT FOLLOW-UP	Flynn
4.	CONSIDERATION OF THE MINUTES FOR MAY 16, 2013	
5.	CONTRACT REVIEW BOARD ITEM	
5.1	Resolution No. 13-4432 , For the Purpose of Approving a Contract Amendment to the Digital Orthophotography Agreement With i-Ten Associates, Inc.	Houk Couey
6.	RESOLUTIONS	
6.1	Resolution No. 13-4429 , For the Purpose of Authorizing the Chief Operating Officer to Grant an Easement to the American-Hellenic Educational Center (Camp Angelos).	Moeller
6.2	Resolution No. 13-4431 , For the Purpose of Approving Seventh Round Funding For Nature in Neighborhoods Restoration and Enhancement Grants.	Kent
6.3	Resolution No. 13-4434 , For the Purpose of Approving Sixth Round Funding For Nature in Neighborhoods Capital Grants.	Harrington Craddick
7.	CHIEF OPERATING OFFICER COMMUNICATION	
Q	ΟΠΙΝΟΙΙ ΟΡ ΟΟΜΜΙΝΙΟΛΤΙΟΝ	

8. **COUNCILOR COMMUNICATION**

ADJOURN

Clackamas, Multnomah and Washington counties, and Vancouver, WAPortland Channel 30 – Community Access Network Web site: www.tvctv.org Ph: 503-629-8534 Date: Thursday, May 30Portland Channel 30 – Portland Community Media Web site: www.pcmtv.org Ph: 503-288-1515 Date: Sunday, June 2, 7:30 p.m. Date: Monday, June 3, 9 a.m.	
Gresham Channel 30 - MCTV <i>Web site</i> : <u>www.metroeast.org</u> <i>Ph</i> : 503-491-7636 <i>Date</i> : Monday, June 3, 2 p.m.	Washington County Channel 30- TVC TV Web site: www.tvctv.org Ph: 503-629-8534 Date: Saturday, June 1, 11 p.m. Date: Sunday, June 2, 11 p.m. Date: Tuesday, June 7, 6 a.m. Date: Wednesday, June 8, 4 p.m.
Oregon City, Gladstone Channel 28 – Willamette Falls Television Web site: http://www.wftvmedia.org/ Ph: 503-650-0275 Call or visit web site for program times.	West LinnChannel 30 – Willamette Falls TelevisionWeb site: http://www.wftvmedia.org/ Ph: 503-650-0275Call or visit web site for program times.

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Agenda Item No. 3.0

Payroll and Benefits Audit Follow-up

Metro Council Meeting Thursday, May 30, 2013 Metro, Council Chamber

METRO

SUMMARY –

Progress was made on the recommendations from the 2010 audit **Payroll and Benefits Programs:** Greater coordination can improve processes. We found that six of the original ten recommendations were in process and four were implemented. In addition, we confirmed payroll errors that were reported to Metro's ethics line in November 2012 were valid. While some steps were taken to improve the accuracy of data, these errors led us to conclude that a recommendation to improve data accuracy had not been fully implemented. In general, benefits processes improved, but payroll processes needed more work.

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Office of the Auditor

Payroll and Benefits Audit Follow-up

Progress made on recommendations

Brian Evans Senior Management Auditor

May 15, 2013

BACKGROUND

Payroll and benefit processes are an important part of Metro's internal business services. They impact every department and employee. Timeliness and accuracy are key components of effective and efficient payroll and benefits administration.

In 2010, the Metro Auditor released an audit report with recommendations for improvements to payroll and benefits processes. The audit found that greater coordination between and within departments was needed to increase efficiency and effectiveness. Roles and responsibilities needed to be clarified, and each aspect of the process needed to be reviewed to identify areas for improvement. Ten recommendations were included in the report (see Status of Recommendations on page 8). The recommendations focused on:

- increasing department coordination to clarify roles and responsibilities;
- developing clear policies and procedures;
- improving the use of software functionality to reduce manual processes; and
- implementing stronger controls to ensure greater transparency and data accuracy.

In November 2012, Metro's ethics line received a report alleging several errors in payroll calculations. This follow-up audit was initiated in response to the allegations, because the issues raised were substantially similar to the findings from the 2010 audit. The first section of the report focuses on the errors reported to the ethics line. The other three sections detail progress made on the original audit recommendations in three areas: benefits, payroll and department coordination.

Scope and Methodology

The objectives of this audit were to determine the status of recommendations from the 2010 audit and verify whether errors reported to the ethics line had occurred. We interviewed managers and employees who are involved in payroll and benefits processes. We obtained and analyzed payroll data to verify the accuracy of reported errors. We reviewed contracts, meeting minutes and policies and procedures. In addition, we conducted a survey of employees to learn about roles and responsibilities and internal controls for specific payroll and benefits processes. During the follow-up work, we discovered payroll errors that were similar to those reported to the ethics line. We provided the details of those errors in a separate memo to management in January 2013. They are included in the summary table attached at the end of the report (Appendix A)

We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

RESULTS

We reviewed payroll errors reported to Metro's ethics line and evaluated progress made on recommendations from our 2010 audit. We verified the accuracy of the ethics line report and confirmed that the errors had occurred. As a result of our analysis, we found additional errors not yet discovered. Improvements were made in some areas noted in the 2010 audit, but other areas need further attention.

Errors reported to the ethics line were confirmed

Several types of errors were reported to Metro's ethics line in November 2012. They included errors in specific types of earnings such as uniform allowances and pay differentials for weekend work. Other errors arose in the amount of deductions taken from employee pay checks for health insurance and union dues. Some of the errors were for the same type of earning or deduction but affected employees differently. For example, some employees were paid too much for uniform allowances while others were underpaid for the same allowance. The ethics line report also alleged poor communication with the employees affected by the errors. A summary of each error and its impact is attached at the end of the report (Appendix A).

We confirmed that all of the reported errors were valid. Although some originated in other sections of the Human Resources Department, the majority arose in payroll processes. Human Resources was aware of the reported errors and had taken steps to correct them prior to the ethics line report. In some cases, additional errors were introduced while trying to correct the original problems. Some errors went undetected for several years. In other cases, we found indications that errors similar to those reported to the ethics line had occurred in the past and actions were taken to address them. We concluded effective solutions had not been implemented because the errors reappeared. During the follow-up audit, we found errors in addition to the ones reported to the ethics line. We provided information about these errors to management in January 2013. Those errors are included in the summary table attached at the end of the report.

The overall monetary impact of the errors was relatively small when compared with total payroll expenditures, but the number of employees impacted (301) and the variety of errors occurring at the same time increased their significance. In addition, 49 of the 301 employees were affected more than once, which compounded the overall impact.

Many of the errors reported to the ethics line were caused by inaccuracies in the initial set up of earning and deduction amounts. Inability to set up software calculations to process payroll information as specified in the contracts was a reoccurring cause. We also concluded that controls were weak or non-existent for preventing and detecting these types of errors during each payroll cycle. As a result, errors repeated for months and years at a time without being noticed. In some cases, the cause of the error remained undetermined, which made it more difficult to prevent it from happening again. Although procedures were set up to get payroll done on time, we found there were insufficient controls to review the accuracy of the information and detect errors before payroll was finalized.

Changes to business processes and software systems occurred frequently. Some of these changes were made without fully evaluating their impact, which had a ripple effect and caused other problems throughout the process. For example, in July 2012 cost of living increases were awarded to employees. The initial data entry of the increases was described in a post payroll meeting as having gone smoothly. Subsequent meeting notes indicated that rounding errors associated with the increases created additional work for payroll. This example demonstrates a similar finding we made in the initial audit; time was spent addressing problems after the fact and less time was spent designing procedures to prevent or detect them before they occurred.

Recommendations for benefits administration mostly implemented

Three of the ten recommendations in the initial audit were specific to benefits administration. Two others were related to the aspects of the payroll process controlled by employees in the benefits section. Improvements were made to address each of these five recommendations.

During the initial audit, the formula used to allocate health care benefit costs between employees and Metro was not always exact, which resulted in a fund balance. We also found that the formula reduced transparency because it created "composite rates" for some benefit plans that were not offered by the service provider. This made it difficult to align invoices from the service providers with the funds contributed by Metro and individual employees.

Metro improved transparency and accuracy when a new method to allocate costs among employees and plan types was put in place in July 2011. The new allocation methodology was based on employees paying a fixed percentage of health care costs regardless of plan type. This made the calculation for the employee contribution more transparent and reduced inconsistencies between the amounts paid and the services received.

Another recommendation was addressed when Metro improved the quality of information available to make health benefit decisions. This was done by improving management of the committee that makes recommendations about health care benefits. The committee now has a longer-term outlook and higher quality educational materials to help them understand the impact of their decisions. The committee recently updated its bylaws, membership and voting procedures to make them clearer and collected information from employees on an annual basis to set priorities for managing health insurance costs.

Additionally, Human Resources contracted with a new benefits broker who provided better information to evaluate plan options than the previous broker. The Benefits Manager reported that the new benefits broker had more market experience to identify a wider range of possible health care plans. The new broker was more responsive to the educational needs of the committee and provided higher quality information than the previous broker. In addition, Metro changed the fee structure for the broker from a commission to a flat amount, which reduced the risk of potentially adverse incentives for the broker.

The remaining two recommendations addressed processes initiated by benefits employees that affected payroll processing. We found that benefits processes improved through better use of software functionality. These changes automated processes that were previously done manually, resulting in more efficiency and improved data accuracy.

Metro hired a contractor to evaluate and implement functions in its software systems that were not being used. A new benefits administration feature was implemented that created standard benefits packages for each group of employees. This made it possible to assign employees to benefits packages rather than setting up each employee separately. The Benefits Manager stated that this change increased efficiency by reducing the time it takes to set up new employees. It also improved effectiveness by reducing the opportunity for data entry errors to be introduced into the system.

Recommendations for payroll administration need attention

We found limited improvements in payroll processes since the 2010 audit. Quality control procedures were weak. In several cases, payroll errors went undetected for long periods of time and were discovered by employees or the Auditor's Office. There was evidence that one of the tasks on a checklist for updating information at the beginning of each fiscal year was not followed. This caused some of the errors. In addition, errors were not tracked effectively, which made it difficult to identify the cause of reoccurring errors and design procedures to prevent them from occurring again.

Almost all payroll processing tasks were assigned to one payroll specialist who was expected to process payroll information, calculate and input manual changes, and respond to error messages. The other specialist worked mainly on timekeeping and retirement information. The specialists were not cross-trained, so the Payroll Manager was the only back-up for payroll processing. This made it more difficult to have a different employee provide an independent review for quality control. Management stated that they plan to cross-train employees between March and August of 2013.

Security settings to prevent inappropriate access to the data in software systems were not maintained for employees involved in payroll processing. Maintaining segregation of duties is a key control for effective payroll administration. This is done to prevent employees from having too much access to make changes to data. For example, well-designed payroll procedures prevent an employee from being able to change employee information if they are also able to initiate specific pay actions. The Payroll Manager had permissions in the software system for both payroll and benefits functions, which should have been segregated.

In addition, payroll employees could edit data in "correction mode" which gave them access to overwrite historical and system generated data. While use of correction mode may be appropriate in some situations, best practices state that clear policies should be established to govern its use.

We found limited progress in addressing our recommendation to reduce manual processes and calculations. Manual processes were reduced in some parts of the payroll process but not in others. For example, an automated process to calculate union dues amounts was not implemented yet for all unions. Changes to automate processes since the audit mostly impacted areas outside of payroll. A redesigned process was implemented for benefits administration and a new process to transfer finalized payroll data to the accounting system was implemented. This changed the level of involvement of Information Services employees without impacting the way payroll was processed.

There are some payroll processes that could benefit from greater automation by making use of existing software functions. One area for possible automation was prorating hours for salaried employees who work in positions budgeted as full-time but who work less than full-time. Few employees fit this description, but the time it takes to make these calculations takes away from other tasks and introduces more risks to accuracy. Management stated that this is on a list of planned activities for the future. Some improvements like automatically calculating "retroactive" payments may not be feasible because of Metro's customization of software systems. Retroactive payments are used to automatically calculate the correct earnings amounts when pay information changes in the middle of a pay period or when errors are identified in prior pay periods that need to be corrected. These are currently done manually, which increases the time it takes to process them and the risk of data entry errors.

Taken together, underdeveloped controls increased the risk of fraud, waste and abuse. We found no evidence that this occurred. Payroll processes need restructuring to make them more efficient and effective. As we noted in the initial audit, part of the challenge of changing payroll processes was the time sensitive nature of the work. Employees are paid twice a month, which can limit the amount of time available to focus on process improvements. As some of the errors indicate, making changes without fully understanding their impact can result in problems that are equal to the ones they were designed to fix. For this reason, payroll administration would benefit from having a strategic plan for improvements that establishes clear goals, milestones and stronger controls, while still maintaining core payroll responsibilities. Incremental steps such as clarifying roles and responsibilities, segregating duties, designing additional quality control procedures and cross-training employees are needed to provide the foundation and vision for improved payroll processes.

Recommendations for department coordination were in process

General roles and responsibilities among departments were mostly clear and unchanged from the 2010 audit. Finance and Regulatory Services conducted monthly and yearly closeouts for payroll and benefit liability accounts. Information Services managed software systems to facilitate payroll and benefit processing. Human Resources entered and processed data to calculate earnings and deductions associated with payroll and benefits. Nevertheless, there was still a lack of clarity in some areas that reduced accountability. These areas required greater coordination.

Improvements were made in a couple of areas that were identified as problematic in the initial audit. Employees in Information Services have a somewhat smaller role in the semi-monthly payroll process. New processes reduced the amount of effort required to transfer data between the payroll system and the accounting system. Human Resources improved the processes to reconcile payroll and benefits accounts, which helped Finance and Regulatory Services meet its responsibilities to ensure accurate data in the accounting system. Concerns about the timeliness and accuracy of a couple of account reconciliations (e.g. COBRA, Flexible Savings Accounts) remained, but management noted improvement on most of them.

There were still some overlapping responsibilities between departments that required better coordination. Minutes of post-payroll meetings between employees in Human Resources and Information Services showed a lack of clarity about roles and responsibilities. There was no identified manager of the meetings, which reduced accountability for outcomes. Requests for changes to processes were made at almost every meeting in the last several years, but it was not clear who was responsible and what priority each request should have been given. There were indications that errors similar to those reported to the ethics line had occurred in the past, which showed that effective solutions to those problems had not been implemented.

As previously noted, a lack of clarity about roles and responsibilities impacted the effectiveness of the security profiles in software systems to segregate duties. Security profile monitoring and updating was done more consistently by Information Services and department managers since the last audit, but there were still some risks associated with inappropriate segregation of duties. Maintaining appropriate segregation of duties was sometimes challenging for payroll and benefits functions for three reasons:

- The small size of the department sometimes resulted in employees being asked to backfill roles in other parts of the department when there were vacant positions or employees were on leave. This gave employees access to parts of the systems that was not appropriately restricted access after they returned to their primary role.
- The organization of security profiles made it difficult to get a complete picture of what access an employee had. A list of security profiles documented the permissions associated with each profile. A separate list showed which profiles each employee was assigned to, but there was no single document that contained a complete summary of each employee's access.
- Software systems had built in functionality ("correction mode") that reduced the effectiveness of security profiles. Employees were instructed to edit data using this functionality for the sake of efficiency, but it reduced controls designed to only allow changes by authorized employees.

There were additional areas where improved policies and procedures would be helpful. Policies and procedures existed for payroll and benefits, but they were underdeveloped in some areas. Benefits related policies and procedures were less thoroughly developed than those for payroll. Payroll policies and procedures were thoroughly documented but did not result in efficient and effective business processes as noted previously in the report.

Based on the errors reported to the ethics line and progress made on the audit recommendations, improvements in the following areas would increase efficiency and effectiveness:

Improvement area	Payroll	Benefits
Clarify roles and responsibilities between Payroll Manager and Payroll Specialists.		
Develop policies for authorizing the set up of new earning and deduction codes.	Х	Х
Develop quality control procedures for:		
 accuracy of definitions and calculations routines when setting up earning and deduction codes; 	Х	Х
• setting up pay rules in the timekeeping system;	Х	
• accuracy of data generated during each payroll cycle;	Х	
• switching employees between job codes (e.g. acting out of class, full/part-time);		
• correcting errors;		Х
• accuracy and completeness of payroll performance measure data; and	Х	
• account reconciliations (e.g. COBRA and flexible spending accounts).		Х
Assign responsibility for communicating with employees affected by errors.		Х
Align security permissions with job duties.		Х

STATUS OF METRO AUDITOR RECOMMENDATIONS

2010 Recommendations		Status
1.	To increase the effectiveness and efficiency of the payroll and benefits process:	
	a. Metro should assign primary responsibility for the payroll and benefits business processes.	IN PROCESS
	b. Conduct an evaluation of the three systems currently used in order to assess full functionality of each.	IMPLEMENTED
2.	The designated owner of the business process, in conjunction with the other two departments, should review the business processes for payroll and benefits and determine process improvements that will:	
	a. Provide guidance to Information Services to create profiles within the automated systems that successfully segregate duties.	IN PROCESS
	b. Allow greater transparency of health care benefit cost calculation and allocation.	IMPLEMENTED
	c. Better manage vendor contracts and the quality of services.	IMPLEMENTED
	d. Improve the accuracy of data in the automated systems.	IN PROCESS
	e. Reduce manual processes and calculations that can be managed within the automated systems.	IN PROCESS
	f. Improve the quality of information available to make health benefit decisions.	IMPLEMENTED
3.	Once leadership is assigned, the Human Resources, Finance and Regulatory Services and Information Services departments should:	
	a. Assign roles and responsibilities for each aspect of the process.	IN PROCESS
	b. Develop clear policies and procedures for each departmental segment.	IN PROCESS

APPENDIX A: Summary of errors

Error	Background	Impact
Uniform allowance - overpayment	 Monthly allowance (\$19) paid twice per month instead of once. Majority of errors began in September 2011, but some go back to 2009. Discovered after an employee reported a missed allowance payment to payroll . Cause of error undetermined. Repayment from employees to Metro began in October 2012. Additional monthly overpayments (\$35) discovered by Auditor's Office in December 2012. Human Resources was in the process of determining how to correct the additional errors as of January 2013. 	 46 employees represented by AFSCME were overpaid by about \$13,000. Repayment to Metro was in process. 7 employees represented by ILWU were overpaid by about \$4,500. Repayment plans had not been established.
Uniform allowance - nonpayment	 Monthly allowance (\$19) not paid as outlined in contracts. Discovered after an employee reported a missed allowance payment to payroll. Cause of error undetermined. Employees received payments for missed allowance in November 2012. Additional missed annual allowance payments (\$19) discovered by Auditor's Office in December 2012. Human Resources was in the process of determining how to correct the additional errors as of January 2013. 	 10 employees represented by AFSCME were repaid about \$2,700. 6 employees represented by AFSCME employees were underpaid by about \$200 for the annual allowance. Corrections for missed payments had not been established.
Weekend pay differential - underpayment	 Increased hourly pay for weekend work not paid as outlined in contracts. Majority of errors began in September 2011, but one goes back to July 2010. Metro's Labor Relations Manager reported error to payroll. Caused by error during the set up of pay rules in Metro's timekeeping system. 	• 9 employees working at Metro's Hazardous Waste facility were repaid a total of \$4,333.
Union dues - over-deduction	 Collection of union dues in excess of contract provisions. Errors began in 2009 or before. Discovered by union representative who reported the error to payroll. Caused by incorrect implementation of guidance about how to calculate dues. Additional errors were created when attempting to correct the first one. Second set of errors was caused by inaccurate set up of new deduction calculation. Errors that caused over-deduction may have also created underdeductions but no action has been taken on this issue. 	 165 employees represented by AFSCME were repaid a total of about \$4,000. 148 employees represented by AFSCME were repaid a total of about \$1,400 for error resulting from inaccurate fix to the initial problem.

APPENDIX A: SUMMARY OF ERRORS

Error	Background	Impact
Health insurance - over-deduction	 Collection of health care contributions in excess of contract provisions. Errors go back to 2009 for some employees. Unclear how error was discovered. Caused by incorrect implementation of contract provisions. 	• At least 3 part-time employees were affected. About \$4,500 was repaid to employees.
Health insurance - under-deduction	 Collection of health care contributions below contract provisions. Errors go back several years for some employees. Unclear how error was discovered. Caused by not updating calculation table with up-to-date information. 	 At least 6 employees did not contribute the correct amount. Monetary amount undetermined. Employees were not asked to repay the under-deductions.
Regular earnings - overpayment	 Employee was paid for two jobs on the same paycheck. Error happened in October 2012. Unclear how error was discovered. Caused by leaving two jobs in an active pay status. This was the second payroll error for the employee in a two month span and the employee was also impacted by the errors in union dues and uniform allowance. 	 1 employee was overpaid by about \$3,000 during one pay period. Employee repaid Metro the full amount in October 2012.

MANAGEMENT RESPONSE

Metro | Memo

Date:	May 8, 2013
To:	Suzanne Flynn, Metro Auditor
From:	Mary Rowe, Human Resources Director/margery Scott Robinson, Deputy Chief Operating Officer 9
Cc:	Martha Bennett, Chief Operating Officer Amy Davis, Payroll Program Manager Jodi Wilson, Benefits Program Manager
Subject:	Management Response to Payroll Audit

The following represents management's response to the audit report which will be issued by your office later this month. As a public agency we recognize the importance of ensuring the public funds are managed responsibly and with proper controls in place.

Human Resources (HR), Finance and Regulatory Services (FRS) and Information Services (IS) have worked on a number of improvements since the initial audit. We appreciate that the Auditor recognizes the areas of improvements and in particular in the area of benefits. Staff is committed to continuous process improvement and in particular continuing to address areas noted in the original audit and this follow up.

Response to recommendations in the Auditor's report

The following summarizes management's response to the specific recommendations noted in the audit report.

Recommendation #1

To increase the effectiveness and efficiency of the payroll and benefits processes:

 Metro should assign primary responsibility for the payroll and benefits business processes.

<u>Response:</u> This was noted as in process. The payroll and benefits functions have been further separated with distinct duties assigned to each. There are some unique challenges based on the size of the work group and we will look to other similar sized agencies to see how they address those challenges.

<u>Next steps</u>: Survey other agencies of similar size to determine if there is a more appropriate separation of duties.

b. Conduct an evaluation of the three systems currently used in order to assess full functionality of each.

<u>Response:</u> As noted this has been implemented.

Recommendation # 2:

The designated owner of the business process, in conjunction with the other two departments, should review the business processes for payroll and benefits and determine process improvement that will:

a. Provide guidance to Information Services to create profiles within the automated systems that successfully segregate duties.

<u>Response:</u> As noted this is in process. The Systems Analyst for Information Services Security periodically sends HR managers lists of employees who have access to their subject areas, which are reviewed and approved.

<u>Next Steps:</u> Conduct periodic reviews in conjunction with IS to ensure access is appropriate to employee's current job responsibilities

b. Allow greater transparency of health care benefit cost calculations and allocation.

<u>Response:</u> As noted this has been implemented.

c. Better manage vendor contracts and the quality of service

<u>Response</u>: As noted this has been implemented.

d. Improve the accuracy of data in the automated systems.

<u>Response:</u> Additional work does need to be done. It should be noted that a number of steps have been taken including the following:

PeopleSoft:

• Benefit options have now been defined and set up for each of the various groups of employees ensuring employees are properly enrolled in plans and are assigned correct rates.

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- Setup of exempt employees has been changed to ensure consistency across the agency.
- Exempt employees are now processed through the payroll allocations process regardless of work area, ensuring accuracy and consistency.
- Implementation of delivered functionality helps to ensure that data between the HRIS module and Finance is complete, accurate and in sync between the two databases.
- Creation of excel spreadsheets used to reduce manual calculation of retro payments and part time salary allocations.

Kronos:

- New pay rules and changes to pay rules are thoroughly planned, designed and tested by both payroll and IS in a separate database to ensure they are working properly prior to migrating to production.
- Implemented standardized work week for all AFSCME employees.

<u>Next steps:</u> We are developing a project plan to review all pay rules set up in Kronos to ensure the accuracy. We anticipate having an RFP issued during the 1^{st} quarter of FY 13/14 for an independent review of the current data set ups.

e. Reduce manual processes and calculations that can be managed within the automated system.

<u>Response:</u> An outside consultant was hired to review the use of PeopleSoft and assist with improved utilization of the full functionality of the system. Those recommendations have been implemented. See response to # 2d.

f. Improve the quality of information available to make health benefits decisions.

<u>Response</u>: As noted this has been implemented.

Recommendation # 3

Once leadership is assigned, the Human Resources, Finance and Regulatory Services and Information Services departments should:

a. Assign roles and responsibilities for each aspect of the process.

<u>Response:</u> After the initial audit, flowcharts were created to map the multiple business processes involved for the timekeeping system, payroll and benefits. Human Resources staff Page | 3 Management Response to Payroll and Benefits Audit Follow up

has responsibility for data entry and data management for employee information, benefits, and payroll data. Information Services has responsibility for system configuration and troubleshooting system's issues encountered by staff. Finance and Regulatory services have responsibility for reconciliation and payments to the benefits and payroll vendors.

Additional emphasis will be placed on assigning accountability for action items identified in payroll meetings.

<u>Next Steps:</u> Meeting minutes for payroll meetings will include tracking of assignments, due dates, status, prioritization and individual responsibilities.

During the 2nd quarter of FY 13/14 we will update that document to reflect current processes and see if there are ways to further delineate duties.

b. Develop clear policies and procedures for each departmental segment.

<u>Response:</u> See next steps for # 3a.

Improvement Areas

A chart was provided with areas the Auditor recommends for improvements. A number of improvements have been made in these areas since the last audit. These are noted under each item below along with next steps.

The areas noted include the following:

Clarify roles and responsibilities between the Payroll Manager and Payroll Specialists

<u>Response</u>: The payroll specialists have responsibility for day to day transactions and processing of payroll, PERS and the Kronos timekeeping system. The payroll manager has responsibility for review and oversight of their work and also set up and testing of the database tables.

Next steps: See response to # 1a.

Policies for authorizing the set up of new earning and deduction codes

<u>Response</u>: The new earning and deduction codes are mandated by organization wide policy changes or contract negotiations.

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<u>Next Steps:</u> HR will develop an internal policy outlining how new earnings and deduction codes are developed. Procedures for implementation already exist.

Quality control procedures for:

• Accuracy of definitions and calculations routines when setting up earning and deduction codes

<u>Response:</u> Addition of new earnings or deduction codes are discussed between the payroll manager and human resources director before being created. If new codes are required they are setup and tested in a separate database after discussing with IS staff to determine possible Kronos and/or interface impact. The payroll manager performs periodic review at least quarterly of all codes to determine when last used, and if dormant codes should be changed to an inactive status.

<u>Next Steps:</u> See response for 2d. We anticipate having an RFP issued during the 1st quarter of FY 13/14 for an independent review of the current data set ups.

• Setting up pay rules in the timekeeping system

<u>Response:</u> It is very rare that new pay rules need to be created in Kronos. Most work involves updating current rules due to contract negotiations or newly reported information from users. These changes are setup and tested in a separate database before being migrated to "production." Testing involves at a minimum the payroll manager and IS staff, and often includes the "super user" from the affected business unit. There is also increased communication between payroll and labor relations staff during negotiations to discuss suggested changes and ensure the software can perform the functions needed.

Next Steps: See response to # 1d.

• Accuracy of data generated during each payroll cycle

<u>Response:</u> Since the last audit the payroll manager takes a much more active role in reviewing payroll data throughout the process. All queries and reports are reviewed and when deemed necessary, additional queries are run to validate data. There are five check points where the payroll specialist does not continue without approval from the payroll manager and there are now two balancing points instead of one. The first balance point balances summarized hours from Kronos to PeopleSoft during the initial interface process, and the second balancing point is performed after the allocation process to ensure that the hours from Kronos successfully transferred to the PeopleSoft pay lines. This balance point looks at data at a detailed level.

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<u>Next Steps</u>: Evaluate data found as a result of additional areas for review as identified above and create additional queries as appropriate.

• Switching employees between job codes (e.g. acting out of class, full/part time) <u>Response:</u> There is currently a review process when an employee changes job status.

Next Steps: HR will ensure this is being completed.

• Correcting errors

<u>Response</u>: Exception reports are checked to ensure accuracy of data and errors are corrected as they are detected. When correcting errors it is standard process to determine if it is an isolated issue or if there is a broader issue.

<u>Next Steps</u>: Evaluate data found as a result of additional reviews identified above and create additional queries as appropriate.

• Accuracy and completeness of payroll performance measure data

<u>Response:</u> Payroll maintains accuracy statistics on off cycle checks (i.e. why the check was needed), accounts payable payments, journal entries and under/over payments. Statistics are also kept on key payroll and GL processes to monitor any substantial increase or decrease in processing times and specific data measures.

<u>Next Steps:</u> Survey other similarly sized government agencies as to their practices in this area.

• Account reconciliations (e.g. COBRA and flexible spending accounts)

<u>Response:</u> Reconciliations are performed in cooperation with FRS staff and both have worked together over the past two years to improve the reconciliation process.

Next Steps: Continue to work with FRS staff to refine workflow process.

Assign responsibility for communicating with employees affected by errors

<u>Response</u>: The method of communication varies and is determined on a case by case basis depending upon the type and magnitude of impact. If the error only impacts one employee then payroll communicates directly with that employee. If the error is a broader issue impacting a larger group of employees then the respective Union is notified as appropriate.

Page | 6 Management Response to Payroll and Benefits Audit Follow up

Align security permissions with job duties

Response: We concur.

<u>Next Steps:</u> We will look to other similar sized agencies to see what others are doing regarding cross training while maintaining a segregation of duties.

We want to thank the Auditor and her staff for the time and effort put into this audit update and for providing additional insight to assist in our continuing process improvement efforts.

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Agenda Item No. 4.0

Consideration of the Minutes for May 16, 2013

Metro Council Meeting Thursday, May 30, 2013 Metro, Council Chamber

Agenda Item No. 5.1

Resolution No. 13-4432, For the Purpose of Approving a Contract Amendment to the Digital Orthophotography Agreement With i-Ten Associates, Inc.

Contract Review Board

Metro Council Meeting Thursday, May 30, 2013 Metro, Council Chamber

BEFORE THE METRO CONTRACT REVIEW BOARD

FOR THE PURPOSE OF APPROVING A)CONTRACT AMENDMENT TO THE DIGITAL)ORTHOPHOTOGRAPHY AGREEMENT WITH I-)TEN ASSOCIATES, INC.)

RESOLUTION NO. 13-4432

Introduced by Metro Chief Operating Officer Martha Bennett, with the concurrence of Council President Tom Hughes.

WHEREAS, pursuant to ORS 279A.060 and Metro Code 2.04.010 the Metro Council is designated as the Contract Review Board for the regional government; and

WHEREAS, Metro Code 2.04.058 authorizes the Chief Operating Officer to execute amendments to public contracts provided that either the provisions of Metro Code 2.04.058 (a)(1)-(5) are met or that the Metro Contract Review Board authorizes the contract amendment; and

WHEREAS, on June 15, 2010, Metro entered into a Digital Orthophotography Agreement with i-Ten Associates, Inc. ("i-Ten") for i-Ten to perform certain aerial orthophotography of the Metro Region and to provide related services in the original contract amount of \$243,137.00; and

WHEREAS, in 2011 and in 2012, Metro entered into three contract amendments with i-Ten to perform additional aerial orthophotography; and

WHEREAS, a contract amendment in the amount of \$70,236 has been proposed to extend the Digital Orthophotography Agreement with i-Ten and allow aerial orthophotography during the summer of 2013; and

WHEREAS, the staff of the Metro Data Resource Center and the Metro Procurement Office recommend amending the Digital Orthophotography Agreement with i-Ten for calendar year 2013 for the reasons provided in the attached staff report and because such extension is in the best interests of Metro; therefore

BE IT RESOLVED that the Metro Council, acting as the Metro Contract Review Board, authorizes the Metro Chief Operating Officer to execute a contract amendment with i-Ten in a form substantially similar to Exhibit A to extend the current Digital Orthophotography Agreement.

ADOPTED by the Metro Council this _____ day of May, 2013.

Tom Hughes, Council President

Approved as to Form:

Alison Kean Campbell, Metro Attorney



CONTRACT NO. 930020

This Amendment hereby amends the above titled contract between **Metro**, a metropolitan service district organized under the law of the State of Oregon and the Metro Charter, and **i-Ten Associates, Inc.**, hereinafter referred to as "Contractor."

This amendment is a change order to the original Scope of Work as follows:

In section B. Area of Interest Make the following additions, corrections, and deletions:

Correct the table:

2010 Summer			
Map Name	Description	Sections	Cost
Area 1	Urban Consortium (6 in)	602	\$76,984.00
Area 2	Rural Consortium (1 ft)	367	\$19,448.00
Area 3	Multnomah County rural (1 ft)	137	\$7,701.00
Area 4	Multnomah County rural (1 ft)	105	\$6,017.00
Area 5	Bull Run rural (No Photos)	-	-
Area 6	Scappoose urban (6 in)	20	\$4,640.00
Area 7	Newberg urban (6in)	39	\$7,149.00
Control	New Control Network	-	\$4,000.00
total		1270	\$125,939.00
2011 Summer			
Area 1	Urban Consortium (6 in)	602	\$58,599
Area 1	Early Orthos (6 in)	602	\$9,845
Total		602	\$68,444
2012 Leaf Off			
Area 1	Urban Consortium (6 in)	602	\$58,599
Area 1	Early Orthos (6 in)	602	\$9,845
Area 2	Rural Consortium (1ft)	367	\$20,721
Area 7	Newberg urban (6in)	39	\$8,361
Area 8	Washington County rural (1ft)	378	\$22,521
Area 1 Expansion	Rural Consortium (1ft)	7	508.05
Total		1393	\$120,555
2012 Summer			
Area 1	Urban Consortium (6 in + Early)	602	\$68,444.00
Area 2	Rural Consortium (1ft + Early)	374	\$22,889.00
Area 3	Multnomah County (1ft)	132	\$7,132.00
Area 4	Multnomah County/Bull Run (1ft)	105	\$6,981.00
Area 5	Clackamas County/Bull Run (1ft)	107	\$7,302.00
Area 8	Washington County rural (1ft)	378	\$22,521
Area 9	Clackamas County (1 ft)	56	\$7,906.00
Area 9 Expansion	Additional Clackamas County (1ft)	7	\$614.25
Total		1761	\$143,789.25



CONTRACT NO. 930020

To Read:

2010 Summer			
Map Name	Description	Sections	Cost
Area 1	Urban Consortium (6 in)	602	\$76,984.00
Area 2	Rural Consortium (1 ft)	367	\$19,448.00
Area 3	Multnomah County rural (1 ft)	137	\$7,701.00
Area 4	Multnomah County rural (1 ft)	105	\$6,017.00
Area 5	Bull Run rural (No Photos)	-	-
Area 6	Scappoose urban (6 in)	20	\$4,640.00
Area 7	Newberg urban (6in)	39	\$7,149.00
Control	New Control Network	-	\$4,000.00
total		1270	\$125,939.00
2011 Summer			
Area 1	Urban Consortium (6 in)	602	\$58,599
Area 1	Early Orthos (6 in)	602	\$9,845
Total		602	\$68,444
2012 Leaf Off			
Area 1	Urban Consortium (6 in)	602	\$58,599
Area 1	Early Orthos (6 in)	602	\$9,845
Area 2	Rural Consortium (1ft)	367	\$20,721
Area 7	Newberg urban (6in)	39	\$8,361
Area 8	Washington County rural (1ft)	378	\$22,521
Area 1 Expansion	Rural Consortium (1ft)	7	508.05
Total		1393	\$120,555
2012 Summer			
Area 1	Urban Consortium (6 in + Early)	602	\$68,444.00
Area 2	Rural Consortium (1ft + Early)	374	\$22,889.00
Area 3	Multnomah County (1ft)	132	\$7,132.00
Area 4	Multnomah County/Bull Run (1ft)	105	\$6,981.00
Area 5	Clackamas County/Bull Run (1ft)	107	\$7,302.00
Area 8	Washington County rural (1ft)	378	\$22,521
Area 9	Clackamas County (1 ft)	56	\$7,906.00



CONTRACT NO. 930020

Clean Water Services	Additional Clean Water Services (1 ft)	12	\$480
Area 9 Expansion	Additional Clackamas County (1ft)	7	\$614.25
Total		1761	\$144,269.25
2013 Summer			
Area 1	Urban Consortium (6 in + Early)	602	\$69,756.00
Total			69,756.00

In section J. Orthophotography Make the following corrections:

Correct the Following section:

8. <u>Early Orthophotos for Summer 2011, Winter 2012, and Summer 2012 Flights</u> - Contractor shall provide interim imagery using on-board GPS and IMU and auto-mosaicing. Second-generation orthos may be used for this deliverable. Contractor shall use basic color balancing for these images. Images shall be delivered as three-band natural color, compressed TIFF within 30 days of flight date, using same format and tiling specification as the final deliveries.

To Read:

8. <u>Early Orthophotos for Summer 2011, Winter 2012, Summer 2012, and Summer 2013 Flights</u> - Contractor shall provide interim imagery using on-board GPS and IMU and auto-mosaicing. Second-generation orthos may be used for this deliverable. Contractor shall use basic color balancing for these images. Images shall be delivered as three-band natural color, compressed TIFF within 30 days of flight date, using same format and tiling specification as the final deliveries.

In section L. Deliverables Make the following additions, corrections, and deletions:

Correct the Following section:

11. Early Orthophotos and related products for the summer 2011, winter 2012, and summer 2012 flights.



CONTRACT NO. 930020

To Read:

11. <u>Early Orthophotos</u> and related products for the summer 2011, winter 2012, summer 2012 and Summer 2013 flights.

Metro shall pay Contractor for services performed and materials delivered under this amendment in the amount not to exceed SEVENTY THOUSAND TWO HUNDRED THIRTY-SIX AND NO/100THS DOLLARS (\$70,236.00), for a total contract amount not to exceed FIVE HUNDRED TWENTY-EIGHT THOUSAND NINE HUNDRED SIXTY-THREE AND 30/100THS DOLLARS (\$528,963.30).

Except for the above, all other conditions and covenants remain in full force and effect.

IN WITNESS TO THE ABOVE, the following duly authorized representatives of the parties referenced have executed this Amendment.

i-Ten Associates, Inc.
Metro

By______
By______

Print Name______
Print Name______

Date______
Date______

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 13-4432, FOR THE PURPOSE OF APPROVING A CONTRACT AMENDMENT TO THE AERIAL PHOTO PROCUREMENT CONTRACT WITH I-TEN ASSOCIATES, INC.

Date: January 9, 2013

Prepared by: Tim Collier, ext. 1813 Justin Houk, ext. 1669

BACKGROUND

The Metro Data Resource Center (DRC) has coordinated a regional aerial photography consortium for the past 20 years. The consortium is composed of local government and non-profit organizations that use cost sharing to realize substantial savings on annual photo flights. The photo's themselves enable Metro and consortium partners to remotely collect land use data and conduct operations that might otherwise require field crews.

The most recent contract was awarded to Portland based i-Ten Associates. i-Ten Associates successfully delivered flights for summer 2010, Summer 2011, Winter and Summer 2012.

To collect the photos Metro generally awards two year contracts to a aerial photography vendors through an RFP process. The contract covers two to three flights during that time period. The reason the contract is for two years is to attract high quality vendors and reduce one time startup costs. The flight coverage area is small enough that larger vendors are reluctant to bid for one year. The second year is usually when the vendor makes any profit for the flight.

The proposed contract amendment would allow the photo consortium to add the planned summer 2013 flight to i-Ten Associate's contract. The consortium is planning a joint LIDAR and photo project for 2014 that would be handled thought the State of Oregon's contract with the vendor. That means that any RFP for the summer 2013 flight would only be for one year. That would drive up the cost of the summer 2013 flight and entail significant staff time to award the RFP.

ANALYSIS/INFORMATION

- 1. Known Opposition: There is no known opposition.
- 2. Legal Antecedents: None known.
- 3. Anticipated Effect: Approval of this amendment will ensure that Metro and the regional photo consortium will obtain a quality flight for summer 2013 while reducing product, staff, and procurement costs. It will also provide the flexibility to pursue a regional lidar/photo project for 2014 that is desired by Metro and its consortium partners.
- 4. **Budget Impacts**: Base budget revenue is in place to fund expenses throughout the duration of the contract. Consortium cost sharing would mean that metro would be contributing a fraction of the total cost of the flight.

RECOMMENDED ACTION

Research Center and Data Resource Center recommend that the Metro Council approve the contract amendment to our aerial photo contract with i-Ten Associates.

Agenda Item No. 6.1

Resolution No. 13-4429, For the Purpose of Authorizing the Chief Operating Officer to Grant an Easement to the American-Hellenic Educational Center (Camp Angelos).

Metro Council Meeting Thursday, May 30, 2013 Metro, Council Chamber

BEFORE THE METRO COUNCIL

)

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FOR THE PURPOSE OF AUTHORIZING THE CHIEF OPERATING OFFICER TO GRANT AN EASMENT TO THE AMERICAN-HELLENIC EDUCATIONAL CENTER (CAMP ANGELOS)

RESOLUTION NO. 13-4429) Introduced by Dan Moeller

WHEREAS, pursuant to the Metro Open Spaces, Parks and Streams 1995 Ballot Measure 26-26 ("Metro Open Spaces Bond Measure") on July 16, 2004, Metro purchased approximately 148.5 acres of real property in Sandy River Gorge Target Area; and

WHEREAS, the property spans the Sandy River for over one-half mile and adds important scenic, water quality protection and habitat values to Metro's natural areas portfolio; and

WHEREAS, Metro successfully improved and maintained the natural resource values for which the property was purchased and partnered with the American-Hellenic Educational Center ("Camp Angelos") to construct trails and basic amenities on the property to facilitate access to nature by Camp Angelos and other programs using Camp Angelos's facilities, such as the Outdoor School; and

WHEREAS, Metro has long desired permanent access to the property, which has no permanent, legal access along its southern boundary; and

WHEREAS, a 2011 survey of the property line revealed historic encroachment by Camp Angelos onto the Metro property; accordingly, in exchange for Camp Angelos's agreement to grant Metro a perpetual access easement, Metro has agreed to grant Camp Angelos an easement to maintain these historic encroachments which also support the Camp's operations and programs.

BE IT RESOLVED that the Metro Council hereby authorizes the Chief Operating Officer to Grant an easement to Camp Angelos in the form attached hereto as Exhibit A, or as otherwise approved by the Office of Metro Attorney.

ADOPTED by the Metro Council this _____ day of May 2013.

Tom Hughes, Council President

Approved as to Form:

Alison Kean Campbell, Metro Attorney

After recording return to:

Metro, Office of Metro Attorney Attn: Hope S. Whitney 600 NE Grand Ave. Portland, OR 97232-2736

Grantor:

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

Grantee:

American-Hellenic Educational Center 32149 SE Stevens Rd. Corbett, OR 97019

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT ("<u>Agreement</u>") is made and entered into as of the last date of signature indicated below ("<u>Effective Date</u>"), by and between Metro, an Oregon municipal corporation ("<u>Metro</u>"), and American-Hellenic Educational Center ("<u>American-Hellenic</u>").

RECITALS

A. Metro owns the real property located at 1101 SE Northway Road, County of Multnomah, State of Oregon, and legally described on the attached <u>Exhibit A</u> (the "<u>Metro Property</u>").

B. American-Hellenic owns the real property located at 32149 SE Stevens Road, County of Multnomah, State of Oregon, and legally described on the attached <u>Exhibit B</u> (the "<u>American-Hellenic Property</u>"). The American-Hellenic Property is located immediately adjacent to the Metro Property to the south of the Metro Property.

C. American-Hellenic's camp structures, paths, and landscaping existing as of the date of this Agreement (collectively, the "<u>Existing Encroachments</u>") encroach upon the Metro Property, and American-Hellenic desires to keep the Existing Encroachments in place.

D. Metro has agreed to permit American-Hellenic to maintain the Existing Encroachments, subject to American-Hellenic's agreement to grant Metro an easement to use American-Hellenic's parking facilities and to use the American-Hellenic Property for management access to the Metro Property, each on the terms and conditions set forth in this Agreement.

M:\attorney\confidential\13 Parks\03 OPERATIONS & MAINTENANCE\17 Sandy River Gorge\Camp Angelos Easement Agreement 1-10-13.doc

NOW THEREFORE, in consideration of the recitals set forth herein and for other good and adequate consideration, the parties agree as follows:

TERMS

1. <u>Encroachment Easement for the Benefit of the American-Hellenic Property.</u>

a. <u>Grant</u>. Metro hereby grants and conveys to American-Hellenic a perpetual, nonexclusive easement over and across a portion of the Metro Property (the "<u>Easement Area</u>") for the use, maintenance, and repair of the Existing Encroachments. The Existing Encroachments are generally described on the attached <u>Exhibit C</u>. The Easement Area is legally described on the attached <u>Exhibit D</u> and depicted on the attached <u>Exhibit E</u>. This easement granted to American-Hellenic does not include any right to use the trail system on the Metro Property, and American-Hellenic understands and agrees that it must continue to obtain a special use permit from Metro for the use of these trails, or otherwise comply with Metro's rules and regulations regarding the use of the trails, as the same may change from time to time.

Restrictions. American-Hellenic shall not make any additional improvements or b. alterations to the Easement Area or the Metro Property, without Metro's prior written consent, which may be withheld in Metro's sole discretion. Without limiting the foregoing, American-Hellenic shall not: (1) remove any trees or vegetation from the Metro Property or the Easement Area, except to mow, maintain plantings or remove invasive weeds on those landscaped areas that exist as of the date of this Agreement, (2) make any topographical or hydrologic changes or alterations to the Metro Property or the Easement Area; or (3) construct or install any additional pathways, permanent outdoor furniture, or lighting or other utilities. Although American-Hellenic may maintain and repair the existing structures within the Easement Area that are generally described on Exhibit C, it shall not replace or make substantial alterations to these structures without Metro's prior written consent, which may be withheld in Metro's sole discretion. All activities and use of the Easement Area shall be in compliance with all applicable laws, regulations, and requirements of any government authority, and shall not damage or have any materially detrimental impact on the Metro Property. American-Hellenic's use of the Easement Area shall not interfere with Metro's use or management of the Metro Property.

2. <u>Access Easement for the Benefit of the Metro Property.</u>

a. <u>Grant</u>. American-Hellenic hereby grants and conveys to Metro a perpetual, nonexclusive blanket easement over and across the American-Hellenic Property to park up to two (2) vehicles in any parking area located on the American-Hellenic Property, and for pedestrian ingress and egress to the Metro Property along the pathways located on the American-Hellenic Property, as the same may change from time to time.

b. <u>Restrictions</u>. Metro shall give American-Hellenic reasonable prior notice by telephone (or by any other means on which the parties agree) before entering upon the American-Hellenic Property to park its vehicles and/or access the Metro Property. American-Hellenic shall be responsible for maintaining and repairing the parking areas and paths on its property, so that the same are passable, except that Metro shall be responsible for the cost of any damage caused by the negligence or intentional misconduct or Metro of its employees. American-Hellenic shall take no actions that would prevent or impair Metro's ability to access the Metro Property from the American-Hellenic Property.

PAGE 2 - EASEMENT AGREEMENT

3. <u>Liability Insurance</u>. American-Hellenic shall maintain, at its cost, commercial general liability insurance (on the most recently approved ISO form, or its equivalent), written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy shall include coverage for bodily injury, property damage, personal injury, contractual liability, premises and products/completed operations by American-Hellenic or on or about the Easement Area. American-Hellenic's coverage will be primary as respects Metro, and American-Hellenic shall provide Metro an insurance certificate that evidences this coverage upon execution of this Agreement and thereafter promptly following all renewals and extensions of the insurance.

4 Default; Termination; Duration of Easement. It shall be an "Event of Default" for American-Hellenic to breach its obligations under this Agreement and fail to cease or cure such breach within ten (10) business days after written notice from Metro to American-Hellenic. Without limiting or affecting the remedies available to Metro, following an Event of Default, Metro may (a) take any action it deems appropriate to eliminate any damage caused to the Metro Property due to such Event of Default (and American-Hellenic shall reimburse Metro for all fees, costs and expenses incurred by Metro or on Metro's behalf to repair such damage), or (b) Metro may terminate the encroachment easement described in Section 1, above (the "Encroachment Easement"), upon written notice to American-Hellenic. If the American-Hellenic Property ceases to be used as a camp or facility with a significant outdoor education and nonprofit use, Metro may terminate the Encroachment Easement upon sixty (60) days written notice to American-Hellenic. Within thirty (30) days of receiving a termination notice from Metro, American-Hellenic shall remove all improvements and personal property in the Easement Area, and shall leave the Easement Area in a generally neat and orderly condition, free of any trash or debris. Failure to remove any improvements or personal property upon termination of the Encroachment Easement shall be deemed an abandonment of such property, and Metro may enter upon the American-Hellenic Property to access and remove such abandoned property on American-Hellenic's account. Metro may record a document evidencing any termination of the Encroachment Easement in the real property records of Multnomah County, Oregon.

5. <u>Waiver; AS-IS</u>. American-Hellenic acknowledges and agrees that American-Hellenic's sole right to use any portion of the Metro Property is pursuant to this Agreement, and American-Hellenic hereby waives, releases, discharges, and relinquishes any and all claims, rights or entitlements related to the Metro Property and American-Hellenic's right to use or possess any portion of such property, except as expressly set forth in this Agreement. American-Hellenic agrees, for the benefit of Metro and the Metro Property, that the boundaries between the Metro Property and the American-Hellenic Property are as set forth on the survey attached hereto as <u>Exhibit D</u>, and American-Hellenic hereby quitclaims to Metro any right, title or interest that American-Hellenic may have in any portion of the Metro Property. American-Hellenic assumes all risks arising out of American-Hellenic's use of the Easement Area, and Metro shall not be liable to American-Hellenic, or any licensee, agent, employee or invitee of American-Hellenic (collectively, the "<u>American-Hellenic Parties</u>") for any condition existing now or in the future upon the Easement Area. American-Hellenic accepts this Agreement with the Easement Area in its "AS IS" condition and "WITH ALL FAULTS."

6. <u>Indemnity</u>. American-Hellenic shall defend, indemnify, protect, and hold harmless Metro and its respective officers, employees and agents, for, from, and against any and all liabilities, damages, claims, demands, judgments, losses, costs, expenses, fines, suits and actions, whether arising in tort, contract or by operation of any statute or common law, including but not limited to attorneys' fees and expenses at trial and on appeal, arising out of the use or occupation of the Metro Property by any American-Hellenic Parties (including any construction liens, personal injury, death or property damage) or arising out of any violation by American-Hellenic of this Agreement. This indemnification obligation shall survive any termination of this Agreement.

7. <u>Notice</u>. Any notice which a party desires to give to the other shall be in writing and shall be effective when actually delivered in person or three (3) business days after placement in the U.S. mail, addressed to the other party's address on file with the Multnomah County tax assessor for the receipt of tax statements.

8. <u>Covenants and Easements to Run with Land</u>. Each covenant and easement granted pursuant to this Agreement shall be permanent and shall run with the land as to all property benefited and burdened by such covenant and easement, including any partition or division of such property. The rights, covenants, and obligations contained in this Agreement shall bind, burden, and benefit Metro and American-Hellenic, and their respective successors, assigns, heirs, personal representatives, lessees, mortgagees, and beneficiaries under any deed of trust.

9. <u>Counterparts</u>. This Agreement may be executed in two counterparts, each of which shall constitute an original and which together shall constitute one and the same instrument.

10. <u>Amendment; Entire Agreement</u>. This Agreement may not be amended except by written agreement signed by all of the parties hereto. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof.

11. <u>Severability</u>. Invalidation of any one of the terms or provisions contained herein by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

[Signatures follow on next page.]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the last date of signature below.

METRO,

an Oregon municipal corporation

AMERICAN-HELLENIC EDUCATIONAL CENTER, an Oregon non-profit corporation

Martha J. Bennett, Chief Operating Officer Date:

Name	:
Title:	
Date:	

State of _____ County of _____

This instrument was acknowledged before me on _____ (date)

by _____.

(Signature of notarial officer) My commission expires:

State of _____ County of _____

This instrument was acknowledged before me on _____ (date)

by _____.

(Signature of notarial officer) My commission expires:_____

CONSENT AND SUBORDINATION

The undersigned, U.S. Bank N.A. ("Beneficiary"), is the Beneficiary under a Deed of Trust (the "<u>Deed of Trust</u>") given by American-Hellenic Educational Center ("<u>Grantor</u>"), dated August 6, 2003 and recorded in the real property records of Multnomah County, Oregon, on August 19, 2003, under Recorder's Fee No. 2003-193235, as amended most recently by instrument recorded January 10, 2010, recorded under Recorder's Fee No. 2010-006514.

The undersigned consents to the foregoing Reciprocal Easement Agreement (the "<u>Easement</u>") by Grantor in favor of Metro, and agrees that the Deed of Trust is hereby subordinated to the Easement. Upon any sale under foreclosure of the Deed of Trust, any deed-in-lieu of foreclosure, or other acquisition of fee title pursuant to the Deed of Trust, the Beneficiary or the party acquiring title, and its successors and assigns, shall hold any and all property interest so acquired subject to the terms and provisions of the Easement. This Consent and Subordination shall not be construed in any manner as a release of any of the collateral secured by the Deed of Trust or a subordination of the lien and charge of the Deed of Trust as to any other recorded or unrecorded interest in Grantor's property other than the Easement.

U.S. Bank N.A.

By:		
Title:		
Date:		

State of _____ County of _____

This Consent and Subordination was acknowledged before me on ______, 201___, by ______, as ______, of U.S. Bank N.A., on behalf of the bank.

(Signature of notarial officer) My commission expires:

EXHIBIT A

The Metro Property

A tract of land in Section 5, Township 1 South, Range 4 East of the Willamette Meridian, in the County of Multnomah and State of Oregon, described as follows:

The South half of the Northeast quarter and the North half of the Southeast quarter of Section 5, Township 1 South, Range 4 East of the Willamette Meridian, in the County of Multnomah and State of Oregon, EXCEPTING THEREFROM the following described tract of land to-wit:

Beginning at the Northeast corner of the South half of the Northeast quarter of Section 5, Township 1 South, Range 4 East of the Willamette Meridian; thence West 220 feet; thence South 220 feet; thence East 220 feet; thence North 220 feet to the place of beginning, EXCEPTING a portion thereof in public highways or roads.

EXHIBIT B

The American-Hellenic Property

A parcel of land lying in Section 5 and Section 8, Township 1 South, 4 East of the Willamette Meridian, in the County of Multnomah and State of Oregon, said parcel being more particularly described as follows:

That portion of the Southwest quarter of the Southeast quarter of said Section 5 lying Easterly of the centerline of the Sandy River, AND the West half of the Southeast quarter of the Southeast quarter of said Section 5, AND all that part of the East half of the Southeast quarter of the Southeast quarter of said section 5 lying West of the line described as follows:

Beginning at the Southwest corner of said subdivision (East half of the Southeast quarter of the Southeast quarter of said Section 5), thence North 05°56'25" East 231.41 feet; thence North 22°56'25" East 216.32 feet; thence North 27°56'25" East 201.23 feet; thence North 22°03'35" West 80.49 feet; thence North 62°03'35" West 130.80 feet; thence South 82°38'03" West 60.53 feet to a point on the West line of said subdivision, said point being North 00°27'15" West 735.28 feet from the point of beginning as measured along said West line.

TOGETHER WITH that portion of of the East half of the Northwest quarter of the Northeast quarter of said Section 8, Township 1 South, Range 4 East lying Northerly and Easterly of the centerline of the Sandy River, AND that portion of the West half of the Northeast quarter of the Northeast quarter lying Northerly and Easterly of the centerline of the Sandy River.

TOGETHER WITH an easement and perpetual right of way with the right to construct, operate and maintain a road upon a 30 foot wide strip of land extending in the Easterly and Westerly direction across the East half of the Southeast quarter of the Southeast quarter of Section 5 and the East half of the Northeast quarter of the Northeast quarter of Section 8, all in Township 1 South, Range 4 East of the Willamette Meridian, in the County of Multnomah and State of Oregon, and following the course of a presently existing surfaced roadway, the center line of which roadway runs Westerly from the Westerly end of the heretofore established County Road now known as Stevens Road to the Westerly line of said East half of the Southeast quarter of the Southeast quarter of section 5, where it crosses said Westerly line at a point approximately 30 feet North of the Southwest corner of said easterly half of the Southeast quarter of said easterly half of the Southeast quarter of the Southeast corner of said easterly half of the Southeast quarter of

EXCEPTING THEREFROM the ownership of the State of Oregon in that portion lying below the line of mean high water.

EXHIBIT C

Existing Encroachments - General Description

The Existing Encroachments consist of:

- A concrete sidewalk, 141 ft long and 4 ft wide on the west side of the Easement Area
- A 900 square foot picnic shelter
- A 70 ft long by 13 ft wide arbor
- A 2,486 sq. ft. planting bed
- A 200 ft. long by 4 ft. wide natural surface trail bordered by intermittent shrubs on the turf side of the trail along the east side of the Easement Area

The remainder of the Easement Area is mowed turf.

EXHIBIT D

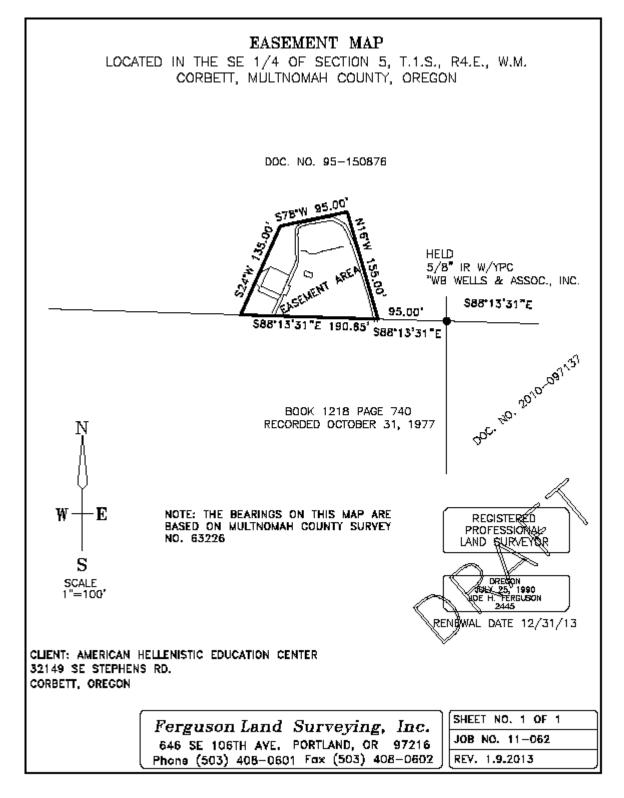
Easement Area – Legal Description

BEGINNING AT A 5/8" IRON ROD AT THE NORTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED IN BOOK 1218, PAGE 740, RECORDED OCTOBER 31, 1977, MULTNOMAH COUNTY DEED RECORDS (CAMP ANGELOS TRACT), THENCE N88°13'31"E, ALONG THE NORTH LINE OF SAID CAMP ANGELOS TRACT, A DISTANCE OF 95.00' TO THE TRUE PLACE OF BEGINNING, THENCE N16°W, A DISTANCE OF 155', THENCE S78°W, A DISTANCE OF 95', THENCE S24°W, A DISTANCE OF 135.00', TO THE NORTH LINE OF SAID CAMP ANGELOS TRACT, THENCE S88°13'31"E, A DISTANCE OF 190.65' TO THE PLACE OF BEGINNING.

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON MULTNOMAH COUNTY SURVEY NO. 63226.

EXHIBIT E

Easement Area – Depiction



STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 13-4429, FOR THE PURPOSE OF AUTHORIZING THE CHIEF OPERATING OFFICER TO GRANT AN EASMENT TO THE AMERICAN-HELLENIC EDUCATIONAL CENTER (CAMP ANGELOS)

Date: May 30, 2013

Prepared by: Kathleen Brennan-Hunter 503-797-1948

BACKGROUND

Metro acquired 148.5 acres of property in the Sandy River Gorge with funds from the 1995 Open Spaces, Parks and Streams bond measure. The site, consisting primarily of steep timbered slopes, spans both sides of the river for more than one-half mile and adds scenic, water quality protection and habitat values to Metro's portfolio of natural areas.

At the time of acquisition, a formal boundary survey of the property was not conducted. In 2011, a professional survey of the southern boundary revealed an historic encroachment by the neighboring property owner, the American-Hellenic Educational Center ("Camp Angelos"). Aerial photographs show that the encroachment dates back several decades, prior to Metro ownership. Metro purchased the property without access to the southern section of the property, where trails and access for the Camp and other programs like Outdoor School have been developed on the property. Access to establish and maintain those amenities has been granted in the past by and through Camp Angelos, at the Camp's will, and Metro has long desired to obtain permanent access rights. Accordingly, in exchange for Metro granting an easement to Camp Angelos for the historic encroachments on Metro property (which the Camp has agreed not to expand), Camp Angelos has agreed to grant to Metro an access easement to the Metro property in perpetuity.

This easement grant is exempt from Metro's easement policy because this project specifically benefits a Metro natural area by providing necessary, permanent access required to manage and maintain the property.

ANALYSIS/INFORMATION

1. Known Opposition None

2. Legal Antecedents

1995 Metro Open Spaces Bond Measure approved by voters on May 16, 1995.

Metro Code Section 2.04.026(a)(2), which requires Metro Council authorization for the Chief Operating Officer to transfer interests in real property.

3. Anticipated Effects

Adoption of the easement will allow Camp Angelos to maintain the existing encroachments to serve the Camp and other programs that the Camp hosts. Adoption of the easement will also allow Metro to secure permanent access to the southern portion of the Springdale Natural Area in perpetuity.

4. Budget Impacts

None

RECOMMENDED ACTION

The Chief Operating Officer recommends approval of Resolution 13-4429.

Agenda Item No. 6.2

Resolution No. 13-4431, For the Purpose of Approving Seventh Round Funding For Nature in Neighborhoods Restoration and Enhancement Grants.

> Metro Council Meeting Thursday, May 30, 2013 Metro, Council Chamber

BEFORE THE METRO COUNCIL

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

RESOLUTION NO. 13-4431

Introduced by Heather Nelson Kent

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

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

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

WHEREAS, the Metro Council adopted Ordinance No. 09-1215B approving \$92,500 in the FY 2009-10 Budget and Appropriation Schedule for a fifth round of grants in Spring 2010; and

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

WHEREAS, the Metro Council adopted Ordinance No. 12-1274A approving \$200,000 in the FY 2012-13 Budget and Appropriation Schedule for a seventh round of Nature in Neighborhoods Restoration and Enhancement Grants; and

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

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

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

WHEREAS, attached as Exhibit A to this resolution is a list of grant award recipients and respective funding amounts and an example of the individual contract agreement; now therefore

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

ADOPTED by the Metro Council this _____ day of May 2013.

Tom Hughes, Council President

Approved as to Form:

Alison Kean Campbell, Metro Attorney

2013 Nature in Neighborhoods Restoration and Enhancement Grants

Project and Program Grants Recommended for Funding

Adelante Mujeres & Tualatin Riverkeepers

Adelante Conservación (Move Forward Conservation)

The Adelante Conservación project expands the existing relationship between Tualatin Riverkeepers (TRK) and Adelante Mujeres. The project will integrate hands-on nature education curriculum into Adelante Mujeres current programming and supports participation in leadership and relationship development activities designed to foster understanding of programs, vision and mission between TRK and Adelante Mujeres board, staff and volunteers. In total, 440 lowincome Latino students will be reached through participation in the Adelente Chicas and Adelante Educación programs. With support from Center for Diversity and the Environment both agencies will work to build the collaborative relationship bridging social service and conservation organization, finding shared values and created a shared vision.

Friends of Tualatin River National Wildlife Refuge

Expanding Engagement: Serving Our Whole Community

Friends of Tualatin River National Wildlife Refuge (the "Friends") will expand its nature based education programming to increase participation of diverse and underserved audiences. Through development and collaboration with a diverse group of partners, The Friends of the Refuge will examine programming and outreach to learn perspectives, values and cultures of the community and adapt the work appropriately. The Friends plan to provide outdoor learning experiences for 2,500 youth and 850 family members and build professional capacity for 300 educators and volunteer mentors to incorporate nature based learning into classrooms and youth organizations. Partners include US Fish and Wildlife Service's Division of Diversity and Civil Rights, Oregon Natural Resources Education Program, Five Oaks Middle School, Gaston School District, Muslim Educational Trust and Woodside Consulting.

Johnson Creek Watershed Council

\$25,000

\$30,000

\$15,000

Johnson Creek Riparian Reforestation

Johnson Creek Watershed Council will carry out necessary plant establishment work on 20 high priority sites in order to protect and enhance past investments and keep sites on trajectory toward meeting restoration goals. The project areas total 20 acres and will include providing tree cover to more than two miles (14,000 lineal feet) of Johnson Creek and its tributary streams. Activities will include the planting of 10,000 new plants, invasive plant removal and seeding and mulching of new and existing plantings. The work will also support and enhance existing partnerships with public and private landowners providing on the ground assistance with past projects and in the case of private landowners, supply technical instruction and support to allow them to take over future maintenance. Partners include City of Portland Bureau of Environmental Services, Portland Parks and Recreation, City of Gresham, Multnomah Youth Cooperative and private landowners.

Lent School, Portland Public School District

Springwater Ecology Project

Advances the partnership between Lent School, community members, local non profits and the City of Portland (Bureau of Environmental Services and Parks and Recreation) providing experiential learning opportunities for underserved students and community members. During the two-year project, Lent students will receive 48 hands-on ecology lessons, engage in 12 field trips and participate in hands-on habitat restoration with Ed Kerns of the Lent's Springwater Habitat Restoration Project (LSHRP). LSHRP will also hold 20 community planting days in association with the project. Restoration efforts will result in the planting of 4,000 native plants and spreading of 330 yards of mulch in this nature-deficient area.

Lower Columbia Estuary Partnership

Meldrum Bar Park Habitat, Education and Job Training Garden

The Meldrum Bar project will build on the success of previous and current work at this 11-acre natural area in Gladstone. At-risk teens, local school students and community volunteers will work to remove invasive plants and install native trees and shrubs within three new portions of the natural area. 48 at-risk youth will participate in a job training program in partnership with the Clackamas County Juvenile Department which provides job skills training, college credit and restitution. 350 local fourth through sixth grade students from 14 classrooms will receive three inclass lessons and link to a service learning field trip. Four community volunteer days will also be held engaging approximately 100 citizens in natural area restoration. The project also connects to larger restoration efforts at the adjacent Rinearson Creek Wetlands. Partners include Wilderness International, City of Gladstone, Clackamas County Juvenile Department, SOLVE and Friends of Rinearson Creek.

Portland Parks and Recreation

Greenspaces Restoration & Urban Naturalist Team (GRUNT)

The GRUNT program connects at-risk teens to nature through year round environmental education, stewardship, recreation and employment. 175 youth participants, many from culturally diverse and economically disadvantaged communities, complete 600 hours of stewardship and learn job skills to be successful in persuing careers in the environment. The program also provides long-term mentoring and connections to careers with the goal of seeing more diverse individuals choosing an environmental career path. Partners include All Hands Raised, Student and Family Refugee Network, and many individual teachers and councilors serving schools and organizations in culturally diverse communities.

SOLVE

Beaver Creek - The Home Stretch

This project is the last phase of SOLVE's active restoration of the Lower Beaver Creek riparian corridor. It will result in a healthy stream corridor from the confluence of Beaver Creek with the Sandy River upstream to Mt. Hood Community College. The project also adds an additional 1.5 acres to the total restoration project area. Eight service learning events will be held with 40 Green Team students from Reynolds High School and Portland Lutheran School as well as 10 community tree planting events. In total the project participants will plant more than 3,600 native trees, shrubs and plants, enhance 80 linear feet of stream bank, clear 200 square feet of invasive plants and remove 100 pounds of trash. Partners include Multnomah County Land Use Transportation Department, Oregon Department of Fish and Wildlife and the Sandy River Basin Watershed Council.

\$23.074

\$25,000

\$30.000

Xerces Society

Community Based Freshwater Mussel Study on Crystal Springs

Xerces Society continues its citizen-science investigations of the effects of improved fish habitat on existing populations of native mussels and invasive Asian clams following restoration activities in Crystal Springs Creek. As Part of the Crystal Springs Partnership, this is a pcollaboration of community members, academic organizations and natural resource agencies. Local residents will be engaged in citizen-science activities that contribute much-needed data on stream biota while helping volunteers gain a greater appreciation for Crystal Springs Creek. Additionally, the program provides expertise and training that will allow for the immediate salvage and relocation of mussels that would perish during restoration projects being implemented in 2013 and 2014. The program plans to involve 150 volunteers and agency staff per year through outreach, education and training, monitoring and salvage events. Partners include Crystal Springs Partnership, City of Portland BES, Johnson Creek Watershed Council and Friends of Crystal Springs.

Planning Grants Recommended for Funding

City of Troutdale

\$15,000

Sandy River Access Plan

The Sandy River Access Plan will undertake a schematic master site planning effort to identify the best solutions for community access and trail design to a portion of the lower Sandy River in downtown Troutdale. The goal will be to provide people access to enjoy the Sandy River for angling and other recreational activities while restoring and safeguarding riparian conditions along 1,700 lineal feet of riverfront. An ADA-accessible platform is included in preliminary designs to address access for all users. The property is situated at the easternmost segment of the 40-mile Loop Regional Trail with access from the trail creating a destination point for users and Troutdale residents.

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 13-4431, FOR THE PURPOSE OF APPROVING SEVENTH ROUND FUNDING FOR NATURE IN NEIGHBORHOODS RESTORATION AND ENHANCEMENT GRANTS

Date: May 30, 2013

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

BACKGROUND

For nearly two decades, the Metro Council has provided funding for grants to community groups, nonprofits, local governments and other organizations for habitat restoration, environmental education and other nature-related projects. From 2006 to 2011, the Metro Council awarded 96 Nature in Neighborhood Restoration and Enhancement grants for a total of \$1,725,000. This money has leveraged \$8 million of additional investments, engaged hundreds of partner organizations and generated 100,000 volunteer hours to restore local rivers and streams, fight invasive weeds, provide trips into nature for children and service learning opportunities for all ages.

The Nature in Neighborhood Restoration and Enhancement grants program was created in 2005 when the Metro Council passed Resolution No. 05-3580A appropriating \$1,250,000 in the General Fund. The initial source of funding came from the Recovery Rate Stabilization Reserve. The Metro Council continued the program in September 2007 with the approval of Ordinance 07-1160B, transferring an additional \$250,000 from this fund for a third cycle of grants. The Metro Council approved \$250,000 in the FY 2008-09 Budget and Appropriation Schedule for the fourth round of Nature in Neighborhoods Restoration and Enhancement grants. In 2009 the Metro Council included \$92,500 in the FY 2009-2010 Budget and Appropriation Schedule to fund a fifth round of Nature in Neighborhoods grants. In 2010 the Metro Council included \$150,000 in the FY 2010-2011 Budget and Appropriation Schedule to fund a sixth round of grants. Funding for this program was not included in the Metro Council's FY 2011-12 budget. The program was restored the following year by the Metro Council. The new funding appropriated in the Metro Council's FY 2012-13 budget is \$200,000.

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

- Leveraged more than four dollars of activity for every one dollar invested by the Metro Council
- Generated an estimated 100,000 hours of volunteer-donated time and talent
- Engaged nearly 100 different public agencies and more than 300 private partners
- Supported the participation of dozens of classrooms and thousands of students particularly lowincome students – every year in environmental education programs and service-learning projects in their local watersheds.

More than 40 non-profit and environmental organizations signed on to an April 2012 letter to the Metro Council supporting the Nature in Neighborhoods Restoration and Enhancement grant program. The letter suggested adding social equity goals to the program to make it more consistent with the Metro Council's commitment to making this a great place for all people. In the summer of 2012, staff reached out to community groups and other stakeholders about this feedback. Approximately 150 people offered comments and filled out a survey asking questions about how the program could be more accessible and what barriers exist that prevent organizations from accessing these funds. The program goals, objectives and evaluation criteria were updated to reflect the feedback that was received and to place a greater emphasis on supporting projects that connect, in particular, low income and communities of color to these grants.

Metro announced a seventh round of available funding in the fall of 2012. In January, 41 applicants requested a total of \$862,700 in grant funding. Sixteen projects were invited to submit full applications. A committee made up of Metro staff and local experts in restoration, environmental education, community organizing, park planning and grant administration helped review and rank the proposals selecting those that stood out based on our criteria and program objectives. Nine are being recommended for \$205,824 in funding, including one planning project.

The recommended projects represent innovative community-based investments that:

- restore and enhance some of the region's rarest habitats in important water ways such as Johnson Creek, Crystal Springs, Beaver Creek and the Clackamas River
- engage thousands of residents in improving nature in their own neighborhoods
- reach low-income and underserved school children in Sherwood, Portland, Forest Grove, Gladstone and many other communities around the region
- provide job and skills training to at-risk youth
- include hands-on environmental education opportunities for students.

The total recommended award for the seventh round of funding is \$205,824. This includes \$200,000 in new funding approved by Metro Council in the FY 2012-13 Budget and Appropriation Schedule as well as a total of \$5,824 in previously committed but unused Nature in Neighborhoods Restoration and Enhancement Grant Program funds from previous granting cycles. These projects will begin after July 1, 2013. Projects are two years in length.

ANALYSIS/INFORMATION

1. Known Opposition

None.

2. Legal Antecedents

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

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

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

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

Ordinance No. 09-1215B, approving \$92,500 in the FY 2009-10 Budget and Appropriation Schedule for an additional round of Nature in Neighborhoods Restoration and Enhancement grants.

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

Ordinance No. 12-1274A, approving \$200,000 in the FY 2012-13 Budget and Appropriation Schedule for an additional round of Nature in Neighborhoods Restoration and Enhancement grants.

3. Anticipated Effects

This Resolution approves the seventh round funding and award for Nature in Neighborhood grants and begins the individual contract award process for the selected grant applicants with an anticipated project start date on or after July 1, 2013. Projects are two years in length.

4. Budget Impacts

This Resolution authorizes award of contracts in an amount previously identified by the Metro Council in the budget for this purpose. Sufficient appropriation authority has been included in the current fiscal year budget and in the approved FY 2012-13 budget for these expenditures, including holding amounts in reserve for expenditures anticipated in future fiscal years.

RECOMMENDED ACTION

The Chief Operating Officer recommends adoption of Resolution No. 13-4431.

Agenda Item No. 6.3

Resolution No. 13-4434, For the Purpose of Approving Sixth Round Funding For Nature in Neighborhoods Capital Grants.

Metro Council Meeting Thursday, May 30, 2013 Metro, Council Chamber

BEFORE THE METRO COUNCIL

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FOR THE PURPOSE OF APPROVING SIXTH	
ROUND FUNDING FOR NATURE IN	
NEIGHBORHOODS CAPITAL GRANTS	

RESOLUTION NO. 13-4434 Introduced by Heather Nelson Kent

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

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

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

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

WHEREAS, on April 23, 2013 the Grants Review Committee reviewed proposals for grants and is recommending four projects that best meet the criteria for the Program to the Metro Council for funding; now therefore

BE IT RESOLVED that the Metro Council hereby:

- 1. Awards Nature in Neighborhoods Capital Grants to those recipients and projects, and for the funding amounts, listed in Exhibit A to this resolution; and
- 2. Authorizes the Chief Operating Officer to enter into an Intergovernmental Agreement ("IGA") with each of the recipients substantially in conformance with the form of IGA attached to this resolution as Exhibit B; and
- 3. For those projects that are for real property acquisitions, conditions Metro's grant award on the recipient granting a conservation easement to Metro, substantially in the form attached to this resolution as Exhibit C, and authorizes the Chief Operating Officer to accept such conservation easement from each such recipient.

ADOPTED by the Metro Council this _____ day of May, 2013.

Tom Hughes, Council President

Approved as to Form:

Alison Kean Campbell, Metro Attorney

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

Total award amount recommended: \$969,559

Project:	April Hill Park Improvements and Restoration	
Grant amount:	\$83,059	
Recipient:	Friends of April Hill Park and Portland Parks and Recreation	
Partners:	Maplewood Neighborhood Association, Southwest Neighborhoods, Inc., Southwest Watershed Resource Center, Maplewood PTA Outdoor Explorers Committee, SW Trails, Inc.	

This 10-acre park in Southwest Portland has nearly equal amounts of active recreation and habitat. The natural area includes forested wetland, Woods Creek, a perennial spring and a wide range of plants and wildlife. The neighborhood has been active in restoration efforts but non-native vegetation is still prevalent, the stream is deeply incised and many social trails and unauthorized dog off-leash use impact the wetland and Woods Creek. This project will construct a boardwalk, bridges at creek crossing and durable trail to protect the sensitive wetland and natural area in April Hill Park in Southwest Portland.

Project:	White Oak Savanna Acquisition – Phase II	
Grant amount:	\$500,000	
Recipient:	The Trust for Public Lands	
Partners:	Neighbors for a Livable West Linn, West Linn Parks and Recreation, Savanna Oaks	
	Neighborhood Association, Clackamas County Soil and Water Conservation District	

This acquisition will protect the remaining 5.65 acres of the White Oak Savanna, part of an approximately 20-acre remnant oak savanna situated directly above I-205. The sloping site features majestic mature oaks, a riparian forest along the western boundary and expansive views of Canemah Bluff and the Willamette Narrows. Fourteen acres of the site were protected in 2009 with funding from a Nature in Neighborhoods Capital Grant, Oregon Parks and Recreation Local Government Grant, West Linn Parks Funds and a donation from the seller.

Project:	Spring Park Natural Areas Enhancement Project	
Grant amount:	\$177,500	
Recipient:	North Clackamas Parks and Recreation District	
Partners:	City of Milwaukie, Island Station Neighborhood District Association, Oregon	
	Department of Fish and Wildlife, Portland Parks and Recreation, Willamette	
	Riverkeeper, North Clackamas Urban Watershed Council	

Spring Park is located within the Willamette River floodplain just south of Milwaukie Riverfront Park. It is in close proximity to Johnson Creek and Kellogg Creek. This rare location where fish can rest, hide and eat provides extremely important habitat for fish species listed under the Endangered Species Act. This Spring Park project will restore a back channel alcove and floodplain by re-routing a trail out of the wetland area, installing boardwalks and an overlook, restoring native vegetation, and increasing habitat complexity within the alcove.

Project:	Rock Creek Confluence Restoration Project	
Grant amount:	\$209,000	
Recipient:	Clackamas County Water Environmental Services	
Partners:	Clackamas River Basin Council, SOLVe, North Clackamas School District, City of Happy Valley	

The Rock Creek Confluence Restoration project will implement resilient ecological enhancements along 2,000 linear feet of Rock Creek near its confluence with the Clackamas River. This project will improve stream complexity by installing large woody debris, reduce erosion by reconnecting the stream channel to its floodplain, improve water quality through the restoration of healthy riparian and upland vegetation, and engage supportive organizations, community volunteers and students.

Project: Natural Areas Capital Grants Program

Contract No.

INTERGOVERNMENTAL AGREEMENT Natural Areas Bond Measure Capital Grant Award

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

RECITALS

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

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

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

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

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

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

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

NOW THEREFORE, the parties agree as follows:

1. Purpose; Scope of Work; Limitations

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

2. Declaration of Capital Project

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

3. Contract Sum and Terms of Payment

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

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

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

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

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

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

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

5. Funding Recognition

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

6. <u>Term</u>

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

7. Termination for Cause

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

B. Prior to terminating this Agreement in accordance with Section 7.A above, Metro shall provide Grant Recipient with written notice that describes the reason(s) that Metro has concluded that Grant Recipient is in default and includes a description of the steps that Grant Recipient shall take to cure the default. From the date that such notice of default is received by Grant Recipient, Grant Recipient shall have 30 days to cure the default. In the event Grant Recipient does not cure the default within the 30-day period, Metro may terminate all or any part of this Agreement, effective on any date that Metro chooses following the 30day period. Metro shall notify Grant Recipient in writing of the effective date of the termination. C. Grant Recipient shall be liable to Metro for all reasonable costs and damages incurred by Metro as a result of and in documentation of the default. Following such termination, should Metro later determine or a court find that Grant Recipient was not in default or that the default was excusable (e.g. due to a labor strike, fire, flood, or other event that was not the fault of, or was beyond the control of, Grant Recipient) this Agreement shall be reinstated or the parties may agree to treat the termination as a joint termination for convenience whereby the rights of Grant Recipient shall be as set forth below in Section 8.

8. Joint Termination for Convenience

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

9. Oregon Constitution and Tax Exempt Bond Covenants

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

10. Liability and Indemnification

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

11. Contractors' Insurance

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

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

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

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

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

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

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

12. Safety

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

13. Metro's Right to Withhold Payments

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

14. Project Records, Audits, and Inspections

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

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

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

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

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

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

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

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

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

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

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

15. Public Records

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

16. Law of Oregon; Public Contracting Provisions

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

17. Notices and Parties' Representatives

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

Grant Recipient's Designated Representatives:

Fax
Metro's Designated Representatives:
Natural Areas Program Director
Metro Regional Center
600 N.E. Grand Ave.
Portland, OR 97223
Fax (503)-797-1849
with copy to:
Metro Attorney
600 N.E. Grand Ave.
Portland, OR 97223
Fax (503) 797-1792

18. Assignment

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

19. Severability

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

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

20. No Waiver of Claims; Modifications

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

21. Integration of Agreement Documents

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

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

[Name of City/County/District]

METRO

Signature	Martha Bennett Metro Chief Operating Officer
Print Name:	
Title:	
Date:	Date:

Page 11 - Capital Grants Award IGA / [Insert Name of Grant Recipient]

APPROVED AS TO FORM BY:

Signature	[Name] Senior Assistant Metro Attorney
Print Name:	
Title:	
Date:	Date:
M:\attorney\confidential\16 BondMeas.2006\06 Grants Pro	gram\2006 Award to Local Partner IGA TEMPLATE 021110.doc

After recording return to:

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

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT (the "Easement") is entered into this _____ day of _____, 200___, by and between _____, ____ ("Grantor") and Metro, an Oregon municipal corporation ("Grantee").

RECITALS

A. Grantor is the fee simple owner of that certain real property approximately _______ acres in size located in the County of [County], State of Oregon, commonly known as [address], and more particularly described on the attached <u>Exhibit A</u> (the "Property").

B. On November 7, 2006, the voters approved Ballot Measure 26-80 (the "2006 Natural Areas Bond Measure"), which provided Grantee with funds for the acquisition of natural areas from willing sellers. The 2006 Natural Areas Bond Measure (the "Bond Measure") was designed to provide Grantee with the ability to protect the region's significant natural areas, fish and wildlife habitat, greenways, water quality, and lands near rivers and streams. The Bond Measure allocated \$15 million from bond proceeds to the Nature in Neighborhoods Capital Grants Program (the "Metro Grants Program") to provide opportunities for the community to actively protect fish and wildlife habitat and water quality in areas where people live and work.

C. Grantor was able to acquire the Property in part by using funds provided by the Metro Grants Program. A condition of Grantor's receipt of such funds from Metro was its agreement to grant this conservation easement.

D. In order to preserve the natural features of the Property that provide significant wildlife habitat values and contribute to water quality, Grantor desires to grant to Grantee, and Grantee desires to accept from Grantor, a conservation easement over the Property.

For valuable consideration, the receipt of which is hereby acknowledged by Grantor, and the mutual covenants, terms, conditions, and restrictions contained herein, the parties hereby agree as follows:

AGREEMENT

1. Grant of Conservation Easement. For and in consideration of the sum of

(\$_____) and of the mutual promises, terms, conditions, restrictions and undertakings herein set forth, Grantor hereby voluntarily grants to Grantee a perpetual, non-possessory conservation easement, in gross, on, over, under, and across the Property. This Easement is being created and acquired in accordance with ORS 271.715 to 271.795, and the provisions herein shall be construed and applied accordingly.

2. Purpose.

(a) <u>General Purpose</u>. The general purposes of this Easement are to ensure that the Property will be retained forever predominantly in its natural condition for: [INCLUDE ONLY APPROPRIATE AND RELEVANT BULLETS FROM BELOW—AT LEAST ONE FROM FEDERAL CITATIONS AND RELEVANT PART OF STATE CITATION]

- "The protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem" (as that phrase is used in 26 U.S.C. §170(h)(4)(A)(ii));
- "The preservation of land areas for outdoor recreation by, or the education of, the general public" (as that phrase is used in 26 U.S.C. §170(h)(4)(A)(i));
- "The preservation of certain open space (including farmland and forest land) where such preservation is (I) for the scenic enjoyment of the general public, or (II) pursuant to a clearly delineated Federal, State, or local governmental conservation policy, and will yield a significant benefit" (as that phrase is used in 26 U.S.C. §170(h)(4)(A)(iii)); and
- "Protecting natural, scenic, or open space values of real property, ensuring its availability for agricultural, forest, recreational, or open space use, protecting natural resources, maintaining or enhancing air or water quality, or preserving the historical, architectural, archaeological, or cultural aspects of real property" (as that phrase is used in ORS 271.715(1)).

(b) <u>Specific Purpose; Protection of Conservation Values</u>. The more specific purpose of this Easement is to prevent any use or occupancy of, or activity on, the Property that will impair or interfere with the Conservation Values, as identified in that certain Nature In Neighborhoods Capital Grant Agreement between Grantor and Metro, dated [INSERT DATE] (the "Grant Agreement"), on file at the offices of the Grantee.

3. Prohibited and Permitted Uses. Subject to encumbrances of record on the Property, Grantor shall not engage in any activity on, or use of, the Property that is inconsistent with the terms of this Easement or materially interferes with or impairs the Conservation Values of the Property. Without limiting the generality of the forgoing, the activities and uses described on the attached <u>Exhibit B</u> are expressly prohibited. Grantor reserves all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not inconsistent with the terms of this Easement or expressly prohibited herein. Grantor shall provide Grantee with not less than thirty (30) days written notice prior to (a) applying for any grading, tree removal, building, or construction permit, and (b) undertaking any activity that could materially interfere with or impair the Conservation Values of the Property.

4. Baseline Documentation. The current condition of the Property is documented in the Grant Agreement. an inventory of relevant features of the Property, dated ______, 200___, on file at the offices of Grantee (the "Baseline Documentation"). The parties agree that the Baseline Documentation provides an accurate representation and description of the Property at the time of this grant. The Baseline Documentation is intended to serve as an objective, although not exclusive, information baseline for monitoring compliance with the terms of this Easement. Grantee shall have the right to access the Property at any time for the purpose of monitoring compliance with the terms of this Easement.

5. Enforcement and Remedies.

(a) <u>Notice of Violation</u>. Grantee shall have the right to prevent any use of, or activity on, the Property that is inconsistent with the purpose and terms of this Easement. If Grantee determines that Grantor, or third parties under Grantor's authority or permission, are in violation of the terms of this Easement, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation. In the event that such violation involves injury to the Property resulting from any use or activity inconsistent with the purpose and terms of this Easement, such notice shall demand that Grantor, at Grantor's sole cost and expense, restore the portion of the Property so injured to its prior condition in accordance with a plan approved by Grantee.

(b) <u>Failure to Cure</u>. If Grantor fails to cure a violation within 30 days after Grantor's receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a 30-day

period, fails to begin curing the violation within the 30-day period, Grantee may bring an action at law or in equity to (i) enforce the terms of this Easement, (ii) enjoin the violation by a temporary, preliminary, and/or permanent injunction, (iii) recover any damages to which Grantee may be entitled for such violation of the terms of this Easement, and (iv) require the restoration of the Property to the condition and appearance that existed prior to such violation.

(c) <u>Emergency Enforcement</u>. If Grantee, in its sole discretion, reasonably determines that the circumstances require immediate action to prevent or mitigate significant damage to the Property, Grantee may enter the Property to prevent or mitigate further damage to or alteration of the Property necessary to protect the Conservation Values or otherwise pursue its remedies under this Section 5 without prior notice to Grantor and without waiting for the expiration of the cure period set forth above in subsection 5(b).

(d) <u>Nature of Remedies</u>. Grantee shall have available all legal and equitable remedies to enforce Grantor's obligations hereunder. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate, and that Grantee shall be entitled to injunctive relief, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including without limitation specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's rights under this Section 5 shall be cumulative, in addition to all remedies now or hereafter existing at law or in equity, and apply equally in the event of either actual or threatened violations of the terms of this Easement.

(e) <u>Costs of Enforcement</u>. Grantor shall reimburse Grantee for any costs or expenses incurred by Grantee in enforcing the terms of this Easement necessitated by Grantor's violation of the terms of this Easement including, without limitation, all reasonable court costs, attorney fees, expert witness fees, and costs of restoration mitigation.

(f) <u>Grantee's Discretion to Enforce</u>. Enforcement of the terms of this Easement is at the discretion of Grantee. Any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any terms of this Easement by Grantor, its agents, employees, contractors, family members, invitees, or licensees shall not be deemed or construed to be a waiver by Grantee of such term under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

(g) <u>Waiver of Certain Defenses</u>. Grantor acknowledges that it has carefully reviewed this Easement and has had the opportunity to consult with and been advised by legal counsel of its terms and requirements. In full knowledge of the provisions of this Easement, Grantor hereby waives any claim or defense it may have against Grantee or its successors or assigns under or pertaining to this Easement based upon waiver, laches, estoppel, adverse possession, or prescription.

(h) <u>Acts Beyond Grantor's Control</u>. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor to abate, correct, or restore any condition on the Property or to recover damages for any injury to, or change in, the Property resulting from (1) causes beyond Grantor's control including, without limitation, natural changes, fire, flood, storm or earth movement, acts of trespassers, or (2) any reasonable and prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

6. Liability and Indemnification.

(a) <u>Liability</u>. The parties acknowledge and agree that because Grantor is the fee owner of the Property, except as specifically provided for under subsection (b) below, the general liability for risks, damages, injuries, claims, or costs arising by virtue of Grantor's ownership and use of the Property shall remain with Grantor as a

normal and customary incident of the right of Property ownership. Nothing in this Easement shall be construed as giving rise to any right or ability of Grantee to become an "owner" or "operator" of the Property within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or ORS Chapters 465 and 466, as amended.

(b) <u>Indemnification</u>. Grantor shall indemnify, defend, and hold harmless Grantee (and Grantee's officers, employees and agents) from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Grantor and Grantor's invitees on the Property. To the extent permitted by Article XI, Section 7 of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 to 30.300, Grantee shall indemnify, defend, and hold harmless Grantor from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from, arising out of, or relating to the activities of Grantee (or Grantee's officers, employees and agents) on the Property, except to the extent such damages are due to Grantor's or Grantor's invitees' negligence or willful misconduct, or to any breach of this Easement by Grantor or Grantor's invitees.

7. Covenants Running With the Land. The parties acknowledge and agree that the covenants and agreements set forth in this Easement are intended to bind Grantor, Grantee, and their respective successors and assigns. The Property and the Property shall be held, conveyed, mortgaged, pledged as security for a debt, leased, used, and occupied subject to the covenants, conditions, restrictions, and other limitations set forth in this Easement (the "Restrictions"). All and each of the Restrictions are imposed as equitable servitudes upon the Property and every part thereof shall run with the land. Furthermore, all and each of the Restrictions shall be binding upon and burden, and shall inure to the benefit of, all persons having or acquiring any right, title, or interest to either the Property or the Property.

8. Amendment. Grantor and Grantee may mutually agree in writing to amend this Easement; provided that no amendment shall be allowed that will affect the qualification of this Easement or the status of Grantee under any applicable laws, including 26 U.S.C. § 170(h), as amended (or any successor provision(s) then applicable), and ORS 271.715-795. In no event shall the "economic hardship" of Grantor constitute a changed circumstance that would allow Grantor to unilaterally amend this Easement.

9. Assignment. This Easement is transferable by Grantee, but Grantee may only assign its rights and obligations hereunder to an organization that is a "qualified organization" at the time of the transfer under 26 U.S.C. § 170(h)(3) (or any successor provision then applicable) and authorized to acquire and hold conservation easements under ORS 271.715 to 271.795 (or any successor provisions then applicable). Grantee shall notify Grantor in writing, at Grantor's last known address, in advance of such assignment. In the event that an assignee assumes the obligations of Grantee hereunder, then Grantee shall have no further liability with respect to this Easement.

10. Recording. Grantor shall immediately record this instrument, and any amendment agreed to pursuant to Section 8, in the official records of the county within which the Property is located, and in any other appropriate jurisdictions, and Grantee may re-record it at any time as may be required to preserve Grantee's rights in this Easement.

11. Notice and Addresses. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by mail, postage prepaid, to the address set forth below. Any party may change the address to which its notices are to be sent by duly giving notice pursuant to this Section.

To Grantor:

To Grantee:	Metro Natural Areas Program Director 600 NE Grand Avenue Portland, OR 97232
With a copy to:	Office of Metro Attorney 600 NE Grand Avenue Portland, OR 97232

12. General Provisions.

(a) <u>Governing Law</u>. The interpretation and performance of this Easement shall be governed by the laws of the State of Oregon.

(b) <u>Liberal Construction and Conservation Intent</u>. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the Purpose of this Easement and the policy and purpose of ORS Chapter 271. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid. Any ambiguities in this Easement shall be construed in a manner which best effectuates the Conservation Values for the Property.

(c) <u>Changed Circumstances</u>. Grantor and Grantee acknowledge that future conditions may change in the areas neighboring the Property and the Property, including without limitation, increased development, land use, and zoning changes. Grantor and Grantee further acknowledge that such future conditions may result in various hardships to Grantor by virtue of the restrictions contained in this Easement, including without limitation, restrictions on the ability to develop the Property and the Property. However, Grantor and Grantee expressly intend that this Easement continue in perpetuity regardless of such changes conditions and circumstances and regardless of hardship, whether such hardship is economic or otherwise. In no event shall the hardship of Grantor constitute a changed circumstance that would allow Grantor to unilaterally terminate this Easement.

(d) <u>Severability</u>. If any provision of this Easement, or its application to any person, entity, or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected.

(e) <u>Entire Agreement</u>. This instrument sets forth the entire agreement of the parties with respect to the Property and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Property, all of which are merged into this Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Section 8.

(f) <u>Termination of Rights and Obligations</u>. A party's rights and obligations under this Easement terminate upon assignment of that party's interest in the Easement or transfer of the Property, except that liability for acts or omissions occurring prior to transfer shall survive assignment or transfer.

IN WITNESS WHEREOF, the parties have executed this Easement as of the date first set forth above.

GRANTEE:		
METRO, an Oregon r	nunicipal corporation	

GRANTOR:

By:

Martha Bennett, Chief Operating Officer

[name]

[name]

State of OREGON County of MULTNOMAH

This instrument was acknowledged before me on ______, 20____ by Martha Bennett as Chief Operating Officer of Metro.

Notary Public - State of Oregon

State of OREGON County of _____

This instrument was acknowledged before me on _____, 20____ by [name].

Notary Public - State of Oregon

State of OREGON County of _____

This instrument was acknowledged before me on _____, 20____ by [name].

Notary Public - State of Oregon

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<u>Exhibit A</u>

Property Description

<u>Exhibit B</u>

Grantor's Prohibited Uses and Activities

1. The partition, division, subdivision, or *de facto* division of the Property.

2. Residential, commercial, or industrial use, activities, improvements, or development of any kind.

3. The excavating, draining, dredging, mining, drilling, removing or exploring for or extracting of minerals, oil, gas, coal, and other hydrocarbons, soils, sands, gravel, rocks or any other materials on or below the surface of the Property.

4. The manipulation or alteration, diminution, or drainage of any natural water course, wetland, stream bank, riparian area, shoreline, or body of water on the Property, any activity that causes or is likely to cause significant pollution of any surface of subsurface waters, or any use or activity that causes or is likely to cause significant soil degradation or erosion.

5. Agricultural activities of any kind, including, without limitation, the establishment and maintenance of a livestock corral, personal gardens, row crops, haying, grazing, livestock watering, or other pasture uses.

6. The placing, filling, storing, processing, disposing, dumping, depositing, abandonment, discharging, or release of any gaseous, liquid, solid, or hazardous wastes, substances, materials, trash, or debris of whatever nature on, in, over, or under the ground or into the surface or ground water of the Property.

7. The introduction or planting of any non-native, noxious, or invasive species.

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 13-4434, APPROVING SIXTH ROUND FUNDING FOR NATURE IN NEIGHBORHOODS CAPITAL GRANTS

Date: May 30, 2013

Prepared by: Heather Nelson Kent, 503-797-1739 Mary Rose Navarro, 503-797-1781

BACKGROUND

The Nature in Neighborhoods capital grants program started with the voter-approved 2006 Natural Areas bond measure. The grant program complements the bond program's regional and local elements by providing opportunities for community driven projects that protect and enhancing natural resources on public lands at a neighborhood scale. Grants are awarded based on the program criteria and a project's ability to deliver strong community benefits.

Program history and status

The Capital Grants started with outreach in September of 2007. The Metro Council previously approved five rounds of grants, awarding \$6,633,436 to the following projects:

Land Acquisition

- Nadaka Nature Park acquisition
- White Oak Savanna acquisition
- Baltimore Woods connectivity corridor
- Baltimore Woods phase II
- Summer Creek natural area acquisition
- Lilly K Johnson Woods expansion

Restoration

- Crystal Springs Partnership
- Boardman Creek fish habitat restoration
- Klein Point overlook and habitat enhancement
- Mount Scott Creek restoration
- Wapato Marsh wetland restoration
- Trillium Creek restoration
- Stone Bridge restoration

Urban Transformation

- Greening the Interstate 205 corridor
- Re-greening Park Avenue park and ride
- Green Alley at Virginia Garcia Memorial Health Clinic
- Hall Creek Restoration

Neighborhood Livability

- Nature play at Westmorland Park
- Conservation Corner
- Hawthorne Grove Park
- Humboldt Learning Garden
- Wildside Boardwalk at Pleasant Valley School
- Nadaka Nature Park and Garden
- Let Us Build Cully Park!

Of these 24 projects:

- Four (4) are closed.
- Sixteen (16) are in progress.
- Two (2) are still raising matching funds and will soon be entering into a grant agreement with Metro.
- Two (2) projects did not meet the match requirement within the two years required or became infeasible.

Program financial status

With the recommendation before the Metro Council today, \$7,499,037 of the \$15 million is expended or is currently committed to approved projects. This leaves \$7,500,963 available for future funding.

Grant Evaluation Criteria

The Metro Council defined seven key criteria for evaluating capital grants in the 2006 Natural Areas bond:

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

Application/Review Process

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

2013 Awards

Ten projects were invited to submit full applications on January 28, 2013 in this review cycle from the twelve letters of interest received by Metro in 2012.

The Grant Review Committee recommends the following four projects for funding totaling \$969,559 from the Nature in Neighborhoods Capital Grants Program. On April 23, 2013 the Grant Review Committee met to review the final slate of applications and to make a funding recommendation to the Metro Council.

- \$209,000 for the Rock Creek Confluence Restoration Project
- \$177,500 for the Spring Park Natural Area Enhancement Project
- \$500,000 for the White Oak Savanna Acquisition Phase II
- \$83,059 for April Hill Park Improvements and Restoration

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

- engage diverse partnerships,
- were initiated and driven by the community,
- improve water quality by protecting ecological resources and restoring diverse riparian vegetation,
- improve habitat by restoring stream character, and
- improve people's access to nature.

ANAYSIS/INFORMATION

1. Known Opposition

None.

2. Legal Antecedents

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

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

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

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

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

Resolution No. 08-3965, "Approving First Round Funding for Nature in Neighborhoods Capital Grants" was adopted August 7, 2008.

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

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

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

Resolution No. 11-4256, "Approving Fourth Round Funding for Nature in Neighborhoods Capital Grants" was adopted on May 19, 2011.

Resolution No. 12-4318, "Confirming the Appointment of Members of the Nature in Neighborhoods Capital Grants Review Committee" was adopted on January 12, 2012.

Resolution No. 13-4343, "Approving Fifth Round Funding for Nature in Neighborhoods Capital Grants" was adopted on May 17, 2012.

3. Anticipated Effects

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

4. Budget Impacts

The resolution referring the 2006 Natural Areas bond measure to voters, approved by the Metro Council, authorized spending up to \$15 million toward this program, with no more than \$2.25 million spent in any given year. This is the sixth round of grants recommended for funding. The adopted FY 2012-13 budget includes the necessary appropriation authority for reimbursement of these grants.

RECOMMENDED ACTION

The Chief Operating Officer recommends adoption of Resolution No. 13-4434.

Materials following this page were distributed at the meeting.

Portland, OR 97232-2736

Metro | Agenda

Revised, 5/28/13

Meeting:	Metro Council
Date:	Thursday, May 30, 2013
Time:	2 p.m.
Place:	Metro, Council Chamber

CALL TO ORDER AND ROLL CALL

1.	INTRODUCTIONS	
2.	CITIZEN COMMUNICATION	
3.	PAYROLL AND BENEFITS AUDIT FOLLOW-UP	Flynn
4.	CONSIDERATION OF THE MINUTES FOR MAY 16, 2013	
5.	CONTRACT REVIEW BOARD ITEM	
5.1	Resolution No. 13-4432 , For the Purpose of Approving a Contract Amendment to the Digital Orthophotography Agreement With i-Ten Associates, Inc.	Houk Couey
6.	RESOLUTIONS	
6.1	Resolution No. 13-4431 , For the Purpose of Approving Seventh Round Funding For Nature in Neighborhoods Restoration and Enhancement Grants.	Kent
6.2	Resolution No. 13-4434 , For the Purpose of Approving Sixth Round Funding For Nature in Neighborhoods Capital Grants.	Harrington Craddick
7.	CHIEF OPERATING OFFICER COMMUNICATION	

8. COUNCILOR COMMUNICATION

ADJOURN

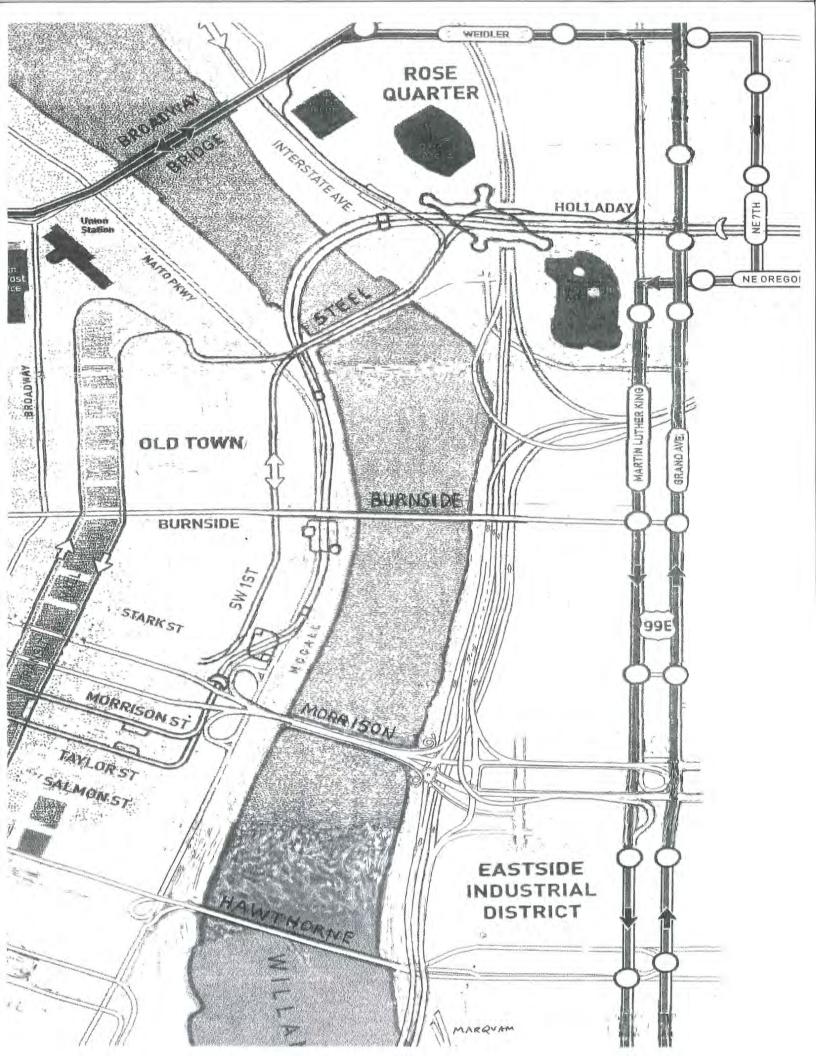
Clackamas, Multnomah and Washington counties, and Vancouver, WA Channel 30 – Community Access Network Web site: www.tvctv.org Ph: 503-629-8534 Date: Thursday, May 30	Portland Channel 30 – Portland Community Media Web site: www.pcmtv.org Ph: 503-288-1515 Date: Sunday, June 2, 7:30 p.m. Date: Monday, June 3, 9 a.m.
Gresham Channel 30 - MCTV <i>Web site</i> : <u>www.metroeast.org</u> <i>Ph</i> : 503-491-7636 <i>Date</i> : Monday, June 3, 2 p.m.	Washington County Channel 30– TVC TV Web site: www.tvctv.org Ph: 503-629-8534 Date: Saturday, June 1, 11 p.m. Date: Sunday, June 2, 11 p.m. Date: Tuesday, June 7, 6 a.m. Date: Wednesday, June 8, 4 p.m.
Oregon City, Gladstone Channel 28 – Willamette Falls Television <i>Web site</i> : <u>http://www.wftvmedia.org/</u> <i>Ph</i> : 503-650-0275 Call or visit web site for program times.	West LinnChannel 30 – Willamette Falls TelevisionWeb site: http://www.wftvmedia.org/ Ph: 503-650-0275Call or visit web site for program times.

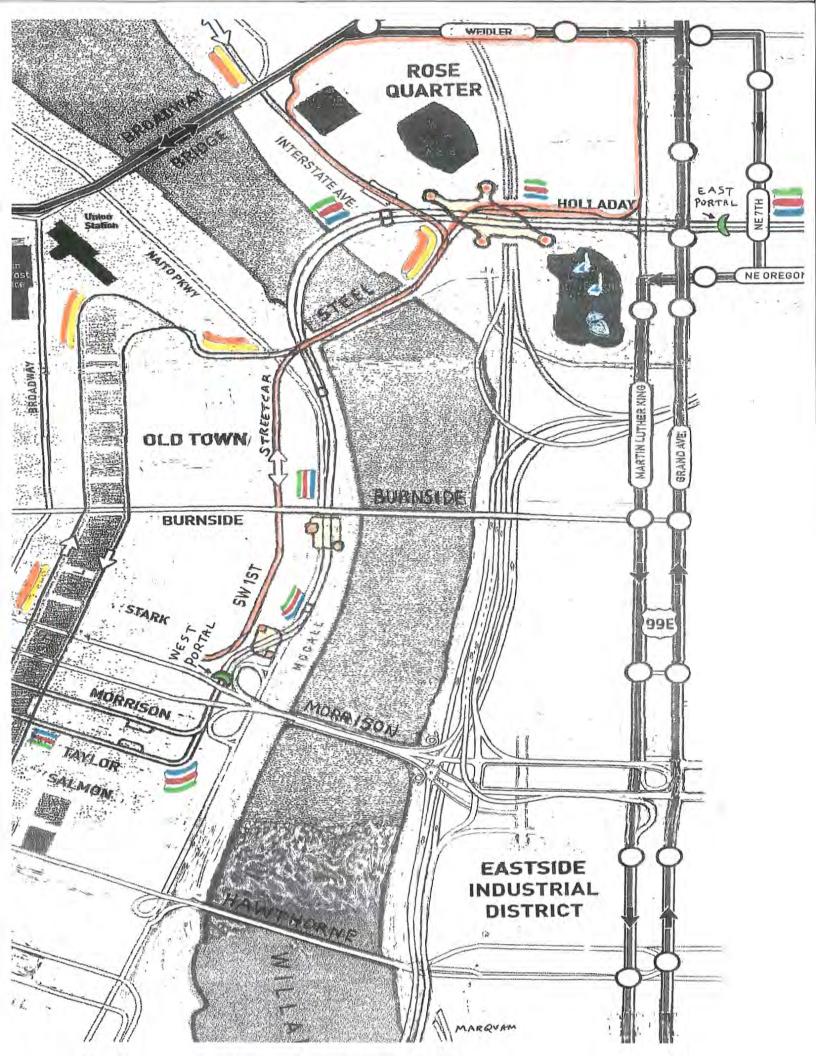
PLEASE NOTE: Show times are tentative and in some cases the entire meeting may not be shown due to length. Call or check your community access station web site to confirm program times.

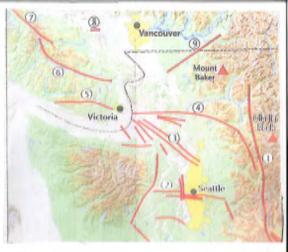
Agenda items may not be considered in the exact order. For questions about the agenda, call the Metro Council Office at 503-797-1540. Public hearings are held on all ordinances second read. Documents for the record must be submitted to the Regional Engagement and Legislative Coordinator to be included in the meeting record. Documents can be submitted by e-mail, fax or mail or in person to the Regional Engagement and Legislative Coordinator. For additional information about testifying before the Metro Council please go to the Metro web site <u>www.oregonmetro.gov</u> and click on public comment opportunities.

Metro's nondiscrimination notice

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Metro | Making a great place

METRO COUNCIL MEETING

Meeting Summary May 16, 2013 Metro, Council Chamber

<u>Councilors Present</u>: Council President Tom Hughes and Councilors Shirley Craddick, Carlotta Collette, Kathryn Harrington, Sam Chase, Bob Stacey, and Craig Dirksen

Councilors Excused: None

Council President Tom Hughes called the regular council meeting to order at 2:01 p.m.

1. <u>INTRODUCTIONS</u>

There were none.

2. <u>CITIZEN COMMUNICATIONS</u>

<u>Ellen Ino, 5769 N. Vancouver Ave., Portland</u>: Ms. Ino addressed the Council on transit passes for temporary employees at the Oregon Zoo. She stated that the Zoo has a summer program that allows temporary employees to exchange their morning transit pass for a valid one-way ticket to use for their commute home. She did a comparison on how much the Zoo spends purchasing tickets for temporary employees and offered that Metro should consider splitting the cost of a monthly pass for employees. She anticipated that Metro could save a substantial amount, especially given that she and several of her peers qualified for honor citizens passes.

Councilors thanked Ms. Ino for the suggestion and asked that staff look into the recommendation. Councilors noted that not only could this solution reduce costs for Metro; it could provide employees with increased transit flexibility.

<u>Ninette Jones, 7637 N. Interstate, Portland</u>: Ms. Jones addressed the Council on the potential for hydrosophilic acid (fluoride) to be added to the City of Portland's water sources, and potential impacts to the elephants at the Oregon Zoo. She referenced a study that stated that elephants are directly affected by acid in water, and that notable impacts included bone loss and arthritis. She listed a series of local health organizations that were speaking out against the fluoridation measure and emphasized that there was no way to control the dose once added to water. She directed her comments towards Councilor Chase, whose council district includes the Oregon Zoo.

Council President Hughes noted that the fluoride measure was not a Metro measure. In addition, he stated that the format for citizen participation in regular meetings was not a debate and therefore did not except his colleagues to provide a rebuttal or direct response to the testimony.

3. <u>CONSENT AGENDA</u>

Motion:	Councilor Shirley Craddick moved to approve May 16, 2013 consent agenda which consisted of:
	• Consideration of the Minutes for May 9, 2103; and
	• Resolution No. 13-4425 , For the Purpose of Confirming the Reappointment of Metro Audit Committee Members and Appointment of a New Member.
	of a New Member.

Vote:	Council President Hughes, and Councilors Craddick, Collette, Chase, Dirksen,
	Stacey, and Harrington voted in support of the motion. The vote was 7 ayes, the
	motion <u>passed</u> .

4. ORDINANCES – SECOND READ

4.1 **Ordinance No. 13-1304**, For the Purpose of Amending the Financially Constrained 2035 Regional Transportation Plan (RTP) to Add the NE 238th Drive: Halsey Street to Glisan Street Freight and Multimodal Improvements; Remove the East Buttes Loop Trail and Beaver Creek Trail Projects; Amend Policies in Chapter 2 and 6.

Councilor Carlotta Collette provided introductory comments for Ordinance No. 13-1304 and Resolution Nos. 13-4420, 13-4421, 13-4422, 13-4423, and 13-4424 regarding proposed amendments to the 2035 Regional Transportation Plan. Councilor Collette stated that the amendments represented a series of projects submitted by local jurisdictions that must be added to the RTP prior to advancing to the design or construction phases. Local project partners have indicated that waiting until the next RTP update in 2014 will impact the projects' design or construction. The Metro Council received a briefing on all of the legislation at its April 2 work session. In addition, the Metro Council held a public hearing on May 2 for each of the projects. Councilor Collette stated that the comments received at the hearing were presented the Joint Policy Advisory Committee on Transportation for its consideration. The Metro Policy Advisory Committee and JPACT both unanimously approved the ordinance and resolutions.

Motion:	Councilor Collette moved to approve Ordinance No. 13-1304.
Second:	Councilor Kathryn Harrington seconded the motion.

Council President Hughes gaveled and opened a public hearing on Ordinance No. 13-1304:

• <u>Diane McKeel, Multnomah County Board of Commissioners</u>: Commissioner McKeel expressed her support for Ordinance No. 13-1304, specifically the East Metro Connections 238th Avenue project. She stated that the corridor study created a process to determine what to do along 238th Avenue and that Metro Council action in favor would be a great milestone in having regional policy reflect the community's decision. She stated that the community has been working on this project for years and now can move forward in pursuit of economic development opportunities as well as implementation of freight, mobility and safety improvements. Council stated that the East Metro Connections Plan was a good proposal and solution, and stated that the plan would not have come together if it had not been for Commissioner McKeel championing its effort.

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

Councilor Craddick expressed her support for the ordinance and stated that, pending approval, the ordinance would allow strategic investments to be made on 238th to allow freight movement on all four east metro corridors 121st, 223rd, 238th and 257th. She stated that after years of disagreement, the 238th Avenue project was selected as by the East Multnomah County leaders as the most important project in the plan. Approval of the ordinance would allow Multnomah County to design and construct the project.

5. <u>RESOLUTIONS</u>

5.1–5.5 **Proposed Amendments to the 2035 Regional Transportation Plan**

Council President Hughes asked that Agenda Item Nos. 5.1-5.5 be read by title only:

- **Resolution No. 13-4420**, For the Purpose of Amending the Financially Constrained 2035 Regional Transportation Plan (RTP) to Change the Terminus of the City of Beaverton's Crescent Street Multimodal Project from Cedar Hills Boulevard to Westgate Drive.
- **Resolution No. 13-4421**, For the Purpose of Amending the Financially Constrained 2035 Regional Transportation Plan (RTP) and the 2012-15 Metropolitan Transportation Improvement Program (MTIP) to Add the N. Williams Traffic Operations Safety Project.
- **Resolution No. 13-4422**, For the Purpose of Amending the Financially Constrained 2035 Regional Transportation Plan (RTP) to Add Projects that Extend an Existing Auxiliary Lane on Interstate 205 Southbound at Interstate 84, Extend an Existing Acceleration Lane on Interstate 205 Northbound at Powell, and Extend an Existing Auxiliary Lane on Interstate 5 Southbound at Lower Boones Ferry.
- **Resolution No. 13-4423**, For the Purpose of Amending the Financially Constrained 2035 Regional Transportation Plan (RTP) and the 2012-15 Metropolitan Transportation Improvement Program (MTIP) to Add the Scholls Ferry Road: Roy Rogers Road to Teal Boulevard Project and Remove the 174th/173rd Undercrossing Project from the Financially Constrained 2035 RTP.
- **Resolution No. 13-4424**, For the Purpose of Amending the Financially Constrained 2035 Regional Transportation Plan (RTP) to Add Two New Collector Connectivity Projects; Four Roadway Widening Projects and Remove the 174th /173rd Undercrossing Project.

Council President Hughes called for a motion to approve the above 5 resolutions en bloc.

Motion:	Councilor Collette moved to approve Resolution Nos. 13-4420, 13-4421, 13-
	4422, 13-4423, and 13-4424.

Vote: Council President Hughes, and Councilors Craddick, Collette, Chase, Dirksen, Stacey, and Harrington voted in support of the motion. The vote was 7 ayes, the motion <u>passed</u>.

ſ	Second:	Councilor Sam Chase seconded the motion.

Councilor Bob Stacey reiterated his favorable comments from the May 2 hearing regarding Resolution No. 13-4424, projects submitted by the City of Hillsboro. He stated that the city did a thorough job addressing the RTP's criteria for exceeding the five-lane arterial standard, and that the city thoughtfully demonstrated how its two arterial projects were in compliance with the standards. He also thanked staff for clarifying that the policy questions surrounding arterial lanes would be addressed as part of the 2014 RTP update.

Councilor Chase also reiterated his support for the City of Portland's North Williams project and the city's work to bring the local community together to develop a project that provided bike lanes while addressing safety and equity concerns.

- Vote: Council President Hughes, and Councilors Craddick, Collette, Chase, Dirksen, Stacey, and Harrington voted in support of the motion. The vote was 7 ayes, the motion <u>passed</u>.
- 5.6 **Resolution No. 13-4428**, For the Purpose of Adopting the Distribution of the Population and Employment Growth to Year 2040 to Traffic Analysis Zones in the Region Consistent with the Forecast Adopted by Ordinance No. 12-1292A in Fulfillment of Metro's Population Coordination Responsibility Under ORS 195.036.

Motion:	Councilor Harrington moved to approve Resolution No. 13-4428.
Second:	Councilor Collette seconded the motion.

Councilor Harrington introduced Resolution No. 13-4428, which if approved would adopt the 2040 growth distribution forecast for local communities. The Metro Council adopted the last growth distribution, for year 2035, in November 2012. Councilor Harrington stated that the 2040 distribution would set the stage for the 2014 RTP update as well as fulfill the requirements of the Federal Clean Air Act, which requires Metro to use its forecast distribution as the basis for its federally required air quality conformity determination. She also stated that the resolution would help the region and local communities support ongoing efforts such as plan updates to local transportation system plans and inform the Climate Smart Communities effort. The resolution was informed by local communities' plans and improved by the contributions of local government partners who challenged Metro's assumptions and provided a critical review of Metro's methodology and results.

Councilors asked clarifying questions about the projected forecast distribution for the City of Damascus and potential impacts to the 2040 forecast should the city disincorporate. Staff clarified that the forecast was based on numbers included in the city's draft comprehensive plan submitted to the Department of Land Conservation and Development for review. Should the city in fact disincorporate, the 2040 forecast many need to be revisited.

Vote: Council President Hughes, and Councilors Craddick, Collette, Chase, Dirksen, Stacey, and Harrington voted in support of the motion. The vote was 7 ayes, the motion <u>passed</u>.

5.7 **Resolution No. 13-4430**, For the Purpose of Authorizing the Chief Operating Officer to Grant an Easement to the Burlington Water District.

Motion:	Councilor Harrington moved to approve Resolution No. 13-4430.
Second:	Councilor Chase seconded the motion.

Ms. Kathleen Brennan-Hunter provided a presentation on Resolution No. 13-4430. In 1997, the Council adopted a policy that requires review of requests for easements and other property interests in Metro's natural areas. The policy established a consistent approach and outlined a process for a timely review and resolution of such requests. Ms. Brennan-Hunter stated that the policy required full mitigation, cost recovery and payment of fair market value. In addition, the policy required applicants to submit a detailed plan for a Metro to review. Once received, Metro staff reviews the proposal and to determine if the proposal can be accommodated without significant impact and if the applicant can demonstrate that there are no feasible alternatives to easing a Metro property. Metro staff then forwards the easement request to the Metro Council for review and consideration.

Ms. Brennan-Hunter stated that the Burlington Water District, a public entity that provides water to local service areas in the Burlington Forest natural area, has completed an application for an easement on a Metro property. The water district submitted an application to expand and improve an existing water tank to bring it up to industry standards. The district has requested an easement of .17 acres that would require the removal of 4 trees. In addition the easement would formalize the district's right to access the existing road already in place. Ms. Brennan-Hunter stated that the district would be required to regrade the existing site contour, plant native trees, and shrubs. Additionally, she noted that the district has requested that Metro waive the easement fee; a fee with an estimated value of \$2,800. She shared photos of the site and overviewed how the district satisfied the requirements for the easement. Lastly, Ms. Brennan-Hunter noted that a revised staff report to the resolution had been distributed to reflect the correct the requested square footage of the easement request. (Revised staff report included as part of the meeting record.)

Ms. Brennan-Hunter welcomed Patricia Maenza and Mark Doyle of the water district to share a few comments regarding the district's history, easement need, and request to waive the fee.

Council discussion included the average water rate for local households, the maximum height of the water tank, and the number Metro properties that have easements.

Vote:	Council President Hughes, and Councilors Craddick, Collette, Chase, Dirksen,				
	Stacey, and Harrington voted in support of the motion. The vote was 7 ayes, the				
	motion <u>passed</u> .				

5.8 **Resolution No. 13-4433**, For the Purpose of Adopting Technical Amendments to the 2008 South/North Land Use Final Order Amendment in Conformance with Full Funding Grant Agreement Executed by TriMet and the Federal Transit Administration.

Motion:	Councilor Craddick moved to approve Resolution No. 13-4433.
Second:	Councilor Collette seconded the motion.

May 16, 2013 Metro Council Summary Page 6 of 7

Mr. Roger Alfred provided a brief staff presentation on Resolution No. 13-4433. Mr. Alfred stated that the purpose of the legislation was to update the Portland to Milwaukie light rail Land Use Final Order, adopted by the Council in 2008, to be consistent with the Full Funding Grant Agreement signed by TriMet. Between 2008 and 2012, the federal funding for the project declined from a 60 percent share to a 50 percent share. As a result, a number of changes to the project were completed to close the gap; highlighted examples included the elimination of a couple stations and/or combining station platforms. Metro is required to amend the LUFO to be consistent with the terms and conditions of the FFGA, and Mr. Alfred noted that amendments made to ensure consistency with an executed FFGA are consider technical and environmental and therefore not subject to judicial or administrative review.

Vote: Council President Hughes, and Councilors Craddick, Collette, Chase, Dirksen, Stacey, and Harrington voted in support of the motion. The vote was 7 ayes, the motion <u>passed</u>.

6. <u>CHIEF OPERATING OFFICER COMMUNICATION</u>

Ms. Bennett provided updates on:

- Ms. Bennett thanked Councilors Collette and Dirksen for attending the May employee service award luncheon and welcomed councilor attendance throughout the year.
- A work session has been scheduled for the Metro Council for May 23 to debrief the results from the May 21 election.
- Metro received 25 applications for the Equity Advisory Committee.

7. <u>COUNCILOR COMMUNICATION</u>

Councilor updates included the following recent meetings or events: Local Official Advisory Committee, Westside Trail open house, Westside Transportation Alliance, North Portland Enhancement Committee, and Portland Business Alliance. Highlighted upcoming meetings included May 16 Willamette Falls Heritage Coalition meeting, May 23 Regional Active Transportation Plan open house, May 17 State of the Region address, and May 21 election day.

8. <u>ADJOURN</u>

There being no further business, Council President Hughes adjourned the regular meeting at 2:58 p.m. The Metro Council will convene the next regular council meeting on Thursday, May 30 at 2 p.m. at the Council Chamber.

Respectfully submitted,

K. neurl

Kelsey Newell, Regional Engagement & Legislative Coordinator

Item	Торіс	Doc. Date	Document Description	Doc. Number
2.	Testimony	N/A	Written submittals submitted by N. Jones	51613c-01
3.1	Minutes	5/9/13	Council minutes for May 9, 2013	51613c-02
5.7	Legislation	N/A	Revised Staff Report to Resolution No. 13-4430	51613c-03
5.7	Photos/Maps	N/A	Images and maps of the Burlington Bottom area and current water tank	51613c-04

ATTACHMENTS TO THE PUBLIC RECORD FOR THE MEETING OF MAY 16, 2013

The Meldrum Bar Park Project

Restoring Habitat

Through Job Training and Environmental Education

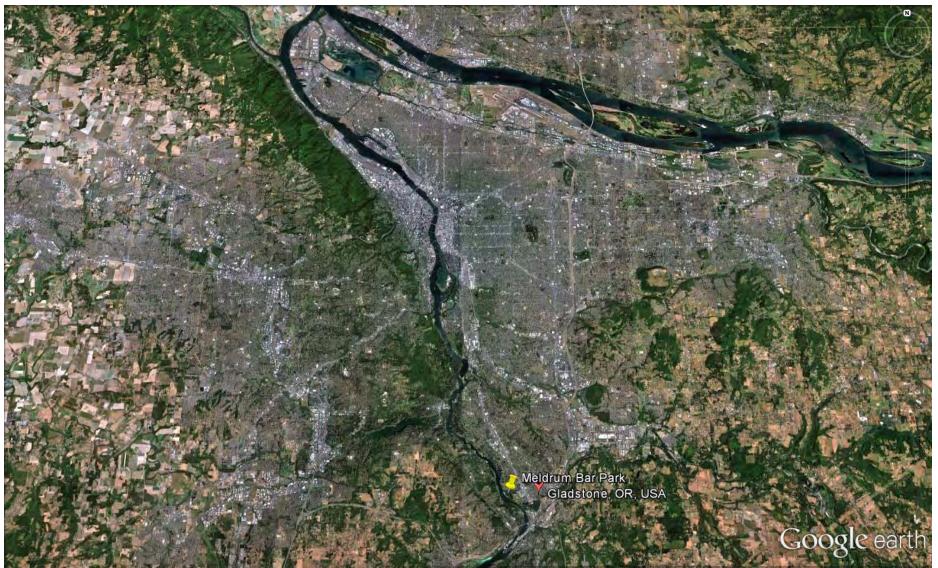




















Wilderness Intl. Youth Conservation Corps

- Mission to build life skills in disadvantaged youth while completing important conservation projects in the communities we serve.
- Program Areas
 - Life / Job Skills training for at-risk youth
 - Conservation projects
 - Guided Outdoor
 Expeditions/Experiences



Project Payback Program

(A collaborative program between Wilderness Intl., Clackamas City Juvenile Dept. & Clackamas Comm. College)

Youth Crew Members

- Work on conservation projects
- Receive college credits
- Earn stipends to pay restitution
- Improve / build upon work ethic
- Learn basic conservation principles
- Learn / build upon life and job skills
- Establish new community connections
- Learn / build upon appreciation and enjoyment of natural world



Lower Columbia Estuary Partnership

- Bi-state
- National Estuary Program
- Primary Program Areas
 - Habitat Restoration
 - Ecosystem
 Monitoring
 - Education and Outreach



Estuary Partnership Education and Outreach Programs

- Environmental Education
- Classroom Science Lessons
- On River Programs
- Field Programs
- Service Learning/Habitat Restoration
- Water Quality Monitoring
- Summer Camp



Project Partnership Formation

- Two organizations
- Two projects
- Two Nature in Neighborhood applications
- Metro staff suggested a partnership
- WI and EP formalized a partnership with 2010 Nature in Neighborhoods Grant.



Meldrum Bar Park Project Elements

- Environmental education for students in grades 3-6
- Focus on local schools (Kraxburger, Holcomb, Wetten, El Puente, etc.)
- Lead by Estuary Partnership Environmental Educators





Meldrum Bar Park Project Elements

- Weekly Youth Crews
- Community volunteer days
- Recruiting and educating local citizens, businesses, and organizations about the work.
- Project Mgmt. for City Staff



Project Benefits

- Teen Work Crews
 - Habitat Restoration
 - Receive college credit
 - Learn life and job skills
 - Earn stipends /restitution,
- Students
 - Complete a habitat project
 - Experience an environmental interpretative program
 - Receive science lessons that support school curriculum
 - Explore a local natural area
- Greater awareness and appreciation of the natural area, and its importance.



Accomplishments to Date

- Completed Native Plant Demonstration Garden
- Cleared more than three acres of invasive plants
- Girded ivy from more than 300 trees
- Installed informational signage and several hundred feet of fencing to deter illegal dumping



Accomplishments to Date Cont.

- Built initial sections of nature trail
- Constructed covered area and viewing areas
- Planted more than 3,500 native trees and shrubs
- Developed and enhanced partnerships for the park
- Leveraged additional funding (OWEB, NFWF)
- Created and sustained momentum



Vision for the Next Five Years

- Increase community partners and volunteers
- Maintain restored habitat
- Continue to provide career training programs and service projects for local youth
- Expand restored habitat across the entire natural area (at a rate of almost 3 acres/year)
- Support the development of a Friends group





Thanks to Our Supporters and Partners

- Metro!
- City of Gladstone
- Clackamas County Juvenile Department
- Clackamas Community College
- OWEB
- NFWF
- Oregon Youth Conservation Corps
- Friends of Rinearson Creek

• SOLVE

Nature in Neighborhoods 2013 Restoration and Enhancement Grant Awards

May 30, 2013

Heather Nelson Kent Nature in Neighborhoods

Program Manager





Program history 2005-2011 grants

- **96** projects funded totaling \$1.7 million
- \$8 million dollars in matching funds
- **\$4.70** for every **\$1.00** of Metro funding





100,000+ committed volunteer hours

450+ estimated partners





Grant application review 2013 award recommendations

41 pre-applications received

\$862,700 requested funding

16 full applications invited

9 applications recommended

\$205,824 in total grant awards







Responsive to community 2013 award recommendations

- 2 include job-training for at-risk youth
- 2 engage minority communities in Washington County
- 1 focuses on a low-income school and surrounding community members





- **3** restore private lands through partnerships with non-profits
- 1 tests restoration methods with citizen-science



Adelante Conservación (Move Forward Conservation)

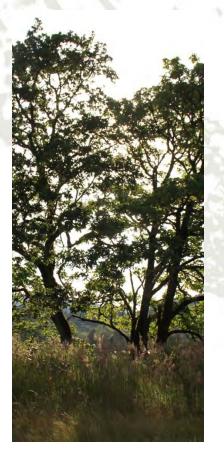


Tualatin Riverkeepers & Adelante Mujeres

The Center for Diversity and the Environment Confluence Environmental Center



Expanding Engagement: Serving Our Whole Community



Friends of the Tualatin Refuge

USF&W Service, Division of Diversity and Civil Rights Tualatin Riverkeepers Woodside Consultants Oregon Natural Resources Education Program Five Oaks Middle School Muslim Education Trust



Johnson Creek Riparian Reforestation



Johnson Creek Watershed Council City of Portland – Parks & BES City of Gresham Reynolds School District Multnomah Youth Cooperative Multiple private landowners



Springwater Ecology Project



Lent School

ECO (Ecology in Classrooms and Outdoors) Lents Springwater Habitat Restoration project Portland - Parks & BES Lent School PTA and Garden Committee



Meldrum Bar Park Habitat, Education and Job Training Project



Lower Columbia Estuary Partnership Wilderness International City of Gladstone Clackamas County Juvenile Department Friends of Rinearson Creek SOLVE Local schools

Metro | Making a great place

Greenspaces Restoration & Urban Naturalist Team (GRUNT)



Portland Parks & Recreation All Hands Raised Madison High School Jefferson High School Darina Supina, GRUNT graduate Student and Family Refugee Network



Beaver Creek - The Home Stretch



SOLVE

Multnomah County Oregon Dept. of Fish & Wildlife Sandy River Basin Watershed Council City of Troutdale Local "Green Teams" – Reynolds H.S., Mt. Hood CC, Portland Lutheran School



Community Based Freshwater Mussel Study on Crystal Springs



Xerces Society

Crystal Springs Partnership Portland – BES Johnson Creek Watershed Council Friends of Crystal Springs



Sandy River Access Plan Planning Grant

City of Troutdale

Eastwinds Development Sandy River Basin Watershed Council





Grant application review 2013 review committee

Eann Rains Clackamas Soil and Water Conservation District Anil Devnani **Clean Water Services Bich Trinh** educator and environmental educator **Neil Schulman Confluence Environmental Center** Lori Hennings

Metro Science and Stewardship staff



Questions?



Nature in Neighborhoods

2013 Capital Grant Awards

May 30, 2013

Mary Rose Navarro Natural Areas Grant Coordinator







Program awards

Awards to date:

24 projects

- Acquisition
- Urban Transformation
- Restoration
- Neighborhood Livability









Program award totals

Program's commitments
\$ 7,499,037 (includes 2013)



Available for future funding \$7,500,963







2013 Applications

Received **12** letters of interest

Invited **10** to submit full applications

Reviewed **5** proposals requesting **\$1,074,112**







2013 Grant Review Committee recommendations





2013 Recommendation

\$969,559 to four projects

Acquisitions

White Oak Savannah

Restoration

Rock Creek Confluence

Spring Park

Neighborhood Livability

April Hill Park







White Oak Savanna Acquisition – Phase II



The Trust for Public Lands

Grant award: \$500,000 Total project costs: \$1,798,000

White Oak Savanna Acquisition – Phase II



Partners

Neighbors for a Livable West Linn West Linn Parks & Recreation Savanna Oaks Neighborhood Association Clackamas County Soil and Water Conservation District



Spring Park Natural Area Enhancement Project



North Clackamas Parks & Recreation District

Grant award: \$177,500 Total project costs: \$532,633

Spring Park Natural Areas Enhancement Project

Partners:

City of Milwaukie Island Station Neighborhood District Association **Oregon Department of Fish & Wildlife** Portland Parks and Recreation Willamette Riverkeeper North Clackamas Urban Watershed Council



Rock Creek Confluence Restoration



Clackamas County Water Environmental Services

Grant award: \$209,000 Total project cost: \$627,590

Rock Creek Confluence Restoration



Partners

Clackamas River Basin Council SOLVE North Clackamas School District

City of Happy Valley





April Hill Park Improvements & Restoration Project



Portland Parks & Recreation /Friends of April Hill Park Grant award: \$83,059 Total project costs: \$250,803

April Hill Park Improvements & Restoration Project



Partners

Maplewood Neighborhood Association Southwest Neighborhoods Inc. Southwest Watershed Resource Center Maplewood PTA Outdoor Explorers Committee Wildwood Preschool Maplewood Art4Life SW Trails



Short Title

Follow-Through on Regional Active Transportation Plan Strategies

Concise Description

For the last two years, the Metro Council has supported the development of the region's first ever Active Transportation Plan (ATP). This plan recommends pedestrian and bicycle network visions, policies, and projects that will help the region achieve its six desired outcomes.

Development of the ATP was identified as a recommended follow up activity in the 2035 RTP. While our region has a few major network pathways, our regional system project list is lacking in sufficient network paths/corridors, lacking as in non-existent. Our region needs to define and build a true regional system that serves the majority of potential users. We aren't talking about just gaps in current pathways, but rather significant routes that are not yet reflected in plans and project lists. The ATP will promote the region's ability to compete more effectively for limited funding and coordinate projects for seamless connection.

Addressing the situation is not just a matter of waiting for the local TSPs to catch up with community needs. As the ATP has been developing an amazing array of support requests have materialized. Many of our local communities seem to be hungry to address this – but need help, assistance that Metro has the expertise to provide. Updates to local Transportation System Plans (TSPs), Local Capital Improvement Plans, the next Regional Transportation Plan (RTP) and the Regional Transportation Functional Plan (RTFP) provide opportunities to include policies and best practices for implementation. Current regional and local transportation plans have clear visions and goals for balanced transportation systems which include bicycling, walking and taking transit; however, it seems that they don't have all of the policies, tools and corridor definitions needed to realize those visions and goals. Best practices for implementable plans include prioritized project lists, concept level designs, funding plans and performance targets. Specific guidelines for some of the pedestrian and bicycle requirements in the RTFP would support performance measurement and consistent implementation across the region.

- We know that reaching city and regional community ambitions for vibrant communities is dependent upon more people walking, bicycling and accessing transit.
- We know reaching the regional clean air goals is dependent upon more people walking, bicycling and accessing transit.
- We know that our regional economic development goals are dependent upon a workforce that can afford their combined household and transportation costs. Enabling more people to walk, bicycle and access transit helps reach local and regional economic goals.

Ambitions and results will only be realized with effective follow-up over the next two years with our regional partners, both at the staff level and the elected level. This budget amendment provides funding for Fiscal Years 2013-2014 and 2014-2015 for 1 Full Time Employee (FTE) and Materials and Services (M&S) to support implementation of the ATP.

Objective

A. Incorporation of the ATP policies and projects into the Regional Transportation Plan and the Regional Transportation Functional Plan during the 2014 update and into other regional projects – "Adopt regionally"

Implementation activities already included in the draft 2014 RTP work scope:

- 1. Local jurisdictions can add recommended projects into the Regional Transportation Plan financially constrained or state project list.
- 2. Adopt updated pedestrian, bicycle and integrated active transportation maps, concepts, functional classes and design guidelines into the Regional Transportation Plan.
- 3. Incorporate language and policy changes into the Regional Transportation Plan.
- 4. Use regional pedestrian and bicycle networks in Climate Smart Communities Scenario C.
- 5. Integrate regional bicycle and pedestrian parkway projects and design guidelines into SW Corridor plan and utilize project priorities for Powell-Division Transit Project and Community Investment Initiative.
- 6. Local jurisdictions update TSPs with ATP recommendations.

Implementation activities proposed for Year 1 if additional resources become available:

- 1. Support local jurisdiction staff to add ATP recommended projects to the RTP as well as local transportation system plans and local capital improvement plans.
- 2. Communicate with Metro policy advisory committees, local elected officials, decision makers and other stakeholder groups and interested parties on the proposed changes and recommendations in the ATP, and importance of implementing the ATP and benefits of active transportation.
- 3. Adopt proposed policy/required action changes to the Regional Transportation Functional Plan.

Implementation activities proposed for Year 2 if additional resources become available:

- 1. Refine existing system performance measures and targets (such as a complete networks policy) to meet active transportation goals and new federal performance measure requirements. Develop a sustainable data management tool for periodic reporting on progress toward these targets.
- 2. Work on proposal for RTP project prioritization and submittal criteria, setting modal investment targets based on projects contribution to meeting the RTP non-SOV modal targets.

B. Communicate, advocate, participate and facilitate the implementation of the ATP with regional partners and through local plans, project lists and activities – "Adopt locally"

Implementation activities already included in the draft 2014 RTP work scope: (No activities included in current work plan- proposed budget)

Implementation activities proposed for Year 1 if additional resources become available:

- 1. Convene partners and stakeholders periodically to build support and maintain momentum.
- 2. Coordinate and develop partnership with ODOT Active Transportation Program.
- 3. Remain a participating partner in developing the Oregon Active Transportation Summit.
- 4. Participate in development of ODOT Bicycle and Pedestrian Plan.
- 5. Participate in local pedestrian and bicycle advisory committees.
- 6. Participate in local TSP updates and local capital improvement plan updates to include ATP recommendations.
- 7. Participate in the refinement of the TriMet Transportation Improvement Program and transit access study implementation.

Implementation activities proposed for Year 2 if additional resources become available:

- 1. Continue implementation activities from Year 1.
- 2. Support an ongoing regional active transportation forum, with SAC focusing on development of pipeline projects at the local level,; advancement of best practices, and building of local staff understanding and expertise about the ATP and active transportation, in general

C. Support best practices for implementing a regional active transportation network that is available for all ages and abilities and helps achieve desired regional outcomes – "Better results on the ground"

Implementation activities already included in the draft 2014 RTP work scope: (No activities included in current work plan)

Implementation activities proposed for Year 1 if additional resources become available:

- 1. Work with partners on update of ORS 366.514 Oregon's walking and bicycling bill to require roadway maintenance projects to bring roadways up to design standards for pedestrians and bicyclists.
- 2. Develop and coordinate regional bicycle and pedestrian counting data collection program and support development of pedestrian and bicycling modeling tools.
- 3. Propose Metro resolution supporting and recommending use of NACTO Urban Bikeway Design Guide.

Implementation activities proposed for Year 2 if additional resources become available:

- 1. Develop design guidelines for transit and bicycle parkway interaction.
- 2. Develop design guidelines for regional trails as transportation facilities.

- 3. Identify resources and partners to maintain and enhance regional bicycle and pedestrian facility data.
- 4. Support continuing Metro's role in leading regional trail counting.

Implementation activities not included in the proposed 2-year program:

- 1. Participate in PORTAL technical advisory committee and coordinate with TRANS PORT.
- 2. Develop parking data collection to support local jurisdictions develop parking management plans and achieve economic development goal (Parking management is a key tool in increasing levels of walking and bicycling).

D. Maintain existing levels of funding for active transportation, utilize existing funding effectively and efficiently, and partner on broader efforts to include active transportation in new funding initiatives – "Maintain funding; seek new funding"

Implementation activities already included in the draft 2014 RTP work scope:

1. Staff the MTIP process for the next cycle of funding to provide for placement of conditions on funding for transportation improvements in the MTIP that require local governments to meet design standards for bicycle and pedestrian improvement and to include bicycle and pedestrian improvements in all roadway projects.

Implementation activities proposed for Year 1 if additional resources become available:

1. Coordinate and support active transportation elements of potential new sources of transportation funding (applications for grants, prioritization of local funding sources).

Implementation activities proposed for Year 2 if additional resources become available:

- 1. Continue implementation activities from Year 1.
- 2. Partner with ODOT Active Transportation Program to maintain and grow levels of funding for active transportation programs.
- 3. Develop a "Transit, Bicycle and Pedestrian Funding Guide" for partners.

Duration

<u>X</u> One time

Specific length: <u>FY 13/14 and 14/15</u>

____On-going

Cost Estimate

FY 13-14 - \$110,000 for 1 FTE plus \$25,000 for M&S FY 14-15 - \$110,000 for 1 FTE plus \$25,000 for M&S Total: \$270,000

Funding Options

Higher-than-anticipated revenue at the end of the third quarter has provided additional funds to allocate toward important programming. COO Bennett has made her recommendation for this funding, which includes funding for 1 FTE in FY 13-14 for implementation of the ATP.

Various one-time solutions redirecting some of the third quarter surplus from proposed line items could be utilized to provide for the second year funding for this ATP work. Examples include:

- Reducing the amount of the surplus deposited towards the Rate Stabilization Fund (restore to 2.8% with \$474,000 versus 3% at \$609,000)
- Council Opportunity Fund (which is proposed to be funded to \$350,000)
- Sustainability updates (delay one year, providing \$100,000 towards \$135,000 ATP second year.)

Utilizing contingency funds is another possibility.

We are open to various funding ideas to achieve this important second year funding success.

Relationship to other programs

This proposal is closely related to other Metro programs, including;

- 2040 Growth Concept
- RTP update in 2014
- Regional Transportation Safety Plan
- Climate Smart Communities
- Equity Strategy

Stakeholders

Local jurisdictions will be better prepared to capitalize on funding opportunities for active transportation projects, help them achieve their community ambitions.

Residents of the region will benefit from having more choices for transportation modes and options. According to the health impact analysis for the Climate Smart Communities project, we can also expect better health outcomes for residents who choose active transportation. Reaching the regional clean air goals is dependent upon more people walking, bicycling and accessing transit. The region will also be more affordable by reducing transportation costs.

The region will benefit from transportation infrastructure that is cheaper to build and results in increased capacity on roads and improved air quality. Regional economic development goals are dependent upon a workforce that can afford their combined household and transportation costs. Enabling more people to walk, bicycle and access transit helps reach local and regional economic goals.