

**A G E N D A**

600 NORTHEAST GRAND AVENUE | PORTLAND, OREGON 97232 2736  
TEL 503 797 1542 | FAX 503 797 1793



**METRO**

**Agenda**

**MEETING:** METRO COUNCIL WORK SESSION MEETING  
**DATE:** March 1, 2005  
**DAY:** Tuesday  
**TIME:** 2:00 PM  
**PLACE:** Metro Council Chamber

**CALL TO ORDER AND ROLL CALL**

- |                |  |                  |
|----------------|--|------------------|
| <b>2:00 PM</b> | <b>1. DISCUSSION OF AGENDA FOR COUNCIL REGULAR MEETING, MARCH 3, 2005/ ADMINISTRATIVE/CHIEF OPERATING OFFICER AND CITIZEN COMMUNICATIONS</b> |                  |
|                | <b>• RFP TO PROVIDE DAYCARE SERVICES AT METRO REGIONAL CENTER</b>  | Jordan           |
| <b>2:15 PM</b> | <b>2. EVENTS UPDATE</b>  | Vecchio/Swan     |
| <b>2:35 PM</b> | <b>3. FISH AND WILDLIFE HABITAT PROGRAM UPDATE</b>   | Deffebach        |
| <b>3:05 PM</b> | <b>4. BREAK</b>  |                  |
| <b>3:10 PM</b> | <b>5. URBAN GROWTH MANAGEMENT FUNCTIONAL PLAN 2004 COMPLIANCE UPDATE AND TITLE 11 PLANNING FOR NEW URBAN AREAS</b>                           | Oeser/<br>Valone |
| <b>3:40 PM</b> | <b>6. PROJECT PROPOSAL CONTINUED DISCUSSION</b>  | Bragdon          |
| <b>4:30 PM</b> | <b>7. COUNCIL BRIEFINGS/COMMUNICATION</b>  |                  |

**ADJOURN**

Agenda Item Number 1.0

***RFP TO PROVIDE DAYCARE SERVICES AT THE METRO REGIONAL CENTER***

Metro Council Work Session  
Tuesday, March 1, 2005  
Metro Council Chamber

## STAFF REPORT

### IN CONSIDERATION OF A REQUEST FOR PROPOSALS TO PROVIDE DAYCARE SERVICES AT THE METRO REGIONAL CENTER

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Date: February 11, 2005

Prepared by: William Jemison and Brian Phillips

#### BACKGROUND

MetroKids Center is located on the main floor of the Metro Regional Center and has been in operation since June 1993. It is currently operating at or near capacity enrollment. Approximately 40% of the children currently enrolled have parents that are Metro employees; the remaining parents with children in the Center are from the general public.

The current five-year contract expires in June 30 2005, and the contract will be put out for requests for proposal in March 2005.

The center is approximately 6,700 square feet with independent heat and air conditioning, and includes a fenced out-door play area, nine drop-off parking spaces for parents use and a full kitchen and laundry with all the necessary appliances provided. The space is used exclusively for childcare. To the best of Metro's knowledge, the facility is currently in compliance with all local, state and federal codes and regulations, including the Americans with Disabilities Act (ADA.).

An employee survey was done in the late fall of 2004 to discern current and potential future interest in daycare services at the Metro Regional Center. Currently, 28 families (of 67 families enrolled) have a parent employed by Metro. Between June 2005 and June 2008, an average of 40 Metro families per year indicated a need for childcare. An additional 11 to 20 families indicated that they "might" need childcare in the same period..

The base hours of operation are 7:00 a.m. to 6:00 p.m., Monday through Friday. During operating hours, the center is always open and available for parents to visit.

The center currently has approximately 15.55 FTE (full-time equivalent) positions with an aggregate annual salary (excluding benefits) cost of \$391,000. This annual salary cost includes all existing teachers, the cook and director.

The current full-time tuition as of the RFP release date is:

Registration	\$35 per child or \$50 family one time fee
Tuition	
Infant/Wobbler	\$883/month
Toddler	\$859/month
Young Preschool	\$762/month
Preschool	\$663/month

Current staff medical benefits include: 1) 50% (capped at either \$250 or \$300 depending on seniority) medical premium paid by employer, 2) 50% dental premium paid by employer, 3) 50% childcare cost (based on MetroKids rates) paid or provided by employer, 4) access to 403(B) program, 5) four personal holidays per year, and 6) vacation based on length of employment.

Metro staff estimates the cost of services to Metro to run the center in 2004 were:

Service	Revised cost 2004
1. Electricity	\$8,787.72
2. Water/sewer	\$1,319.90
3. Garbage/recycling	\$211.91
4. Custodial	\$8,540.00
5. Natural gas	\$281.37
6. Telephone	\$1,132.41
7. Copies	\$2,103.20
8. Facility & maintenance	\$52,619.00
9. Bond payments	\$71,893.50
Total	\$146,889.01

Items 1 through 5 are based on square footage of center in relation to the rest of Metro Regional Center.

Item 6 is based on the number of phones in center in relation to the rest of Metro Regional Center.

Item 7 is based on actual usage.

Item 8 is based on budget or estimated staff and material cost throughout 2004. This includes items such as maintenance calls, equipment repairs, landscaping and other requests throughout the year.

Item 9 is based on the bond payments (similar to a mortgage payment) for the structure and is based on the square footage of the center in relation to the rest of Metro Regional Center.

Note: Metro and the current provider have operated exempt from property taxes. Contractor is responsible for property taxes assessed or any other taxes arising from this contract.

Given the increasingly critical budget situation, Metro staff recommends minimizing or eliminating paying for services to the daycare. Contractors will be encouraged to develop proposals providing as many of these services as possible. Any services that contractor will be unable to procure from another source will be provided by Metro and allocated to the contractor for repayment.

### **ANALYSIS/INFORMATION**

1. **Known Opposition:** Metro and non-Metro parents who have children in the daycare facility; the current daycare provider.
2. **Legal Antecedents:** None.
3. **Anticipated Effects:** There are a number of possible effects. If the request for proposals is successful in attracting responses that include paying for part or all of the services, the operating subsidy to the daycare will be decreased. If no responses propose paying for services, Metro must continue to pay \$150,000 annually to provide daycare services to Metro employee/parents and non-Metro parents (currently split about 40%/60% in a child population of approximately 60). If no proposals are received and no other action is taken, onsite daycare will cease June 30, 2005
4. **Budget Impacts:** Between \$0 and \$150,000: this will be either cost or revenue based on the vendor responses.

### **RECOMMENDED ACTION**

The Chief Operating Officer will issue the request for proposals and execute a contract with the successful vendor. If the Request-for-Proposal process does not solicit an acceptable response, we will return to the Council to discuss alternative actions Metro can take.

## REQUEST FOR PROPOSALS

FOR

MetroKids Daycare Contractor  
(05-1136-FAS)

### I. INTRODUCTION

The Finance and Administrative Services Department of Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, is requesting proposals for MetroKids Daycare Contractor. Proposals will be due no later than 5:00 p.m., March 31, 2005 in Metro's business offices at 600 NE Grand Avenue, Portland, OR 97232-2736. Details concerning the project and proposal are contained in this document.

### II. BACKGROUND/HISTORY OF PROJECT & SCOPE OF WORK

Metro is seeking proposals from qualified firms to perform the following services and to deliver the products described:

The goals are to provide: 1) quality childcare at a reasonable and competitive cost to the children of Metro employees and to other parents during Metro's normal working hours; 2) a stimulating and safe care environment and learning experience for children; and 3) a continuing education component for both parents and staff.

MetroKids Center is located on the main floor of the Metro Regional Center and has been in operation since June 1993. It is currently operating at or near capacity enrollment. Approximately 40% of the children currently enrolled have parents that are Metro employees; the remaining parents with children in the Center are from the general public.

The center is approximately 6,700 square feet with independent heat and air conditioning, and includes a fenced out-door play area, nine drop-off parking spaces for parents use and a full kitchen and laundry with all the necessary appliances provided. The space is used exclusively for childcare. To the best of Metro's knowledge, the facility is currently in compliance with all local, state and federal codes and regulations, including the Americans with Disabilities Act (ADA.).

Metro originally stocked the center in 1993 with equipment, toys, and furniture sufficient to operate a high quality childcare program.

The base hours of operation are 7:00 a.m. to 6:00 p.m., Monday through Friday. The Center observes and closes on the same holidays as Metro: New Year's Day, Martin

Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving and Christmas.

During operating hours, the center is always open and available for parents to visit.

Current CCD<sup>1</sup> authorization and actual enrollment is listed below.

Age group	Center is CCD certified for:	Actual Enrollment	Provider: Child Ratio
Infant / Wobbler	10	7 full-time 6 part-time	1:4
Toddler	8	5 full-time 5 part-time	1:4
Young Preschool	14	9 full-time 9 part-time	1:7
Preschool	27	20 full-time 11 part-time	1:9

The current full-time tuition as of the RFP release date is:

Registration                      \$35 per child or \$50 family one time fee

**Tuition**

Infant/Wobbler              \$883/month  
 Toddler                      \$859/month  
 Young Preschool            \$762/month  
 Preschool                    \$663/month

The center currently has approximately 15.55 FTE (full-time equivalent) positions with an aggregate annual salary (excluding benefits) cost of \$391,000. This annual salary cost includes all existing teachers, the cook and director.

Current staff medical benefits include: 1) 50% medical premium (capped at either \$250 or \$300 depending on seniority) paid by employer, 2) 50% dental premium paid by employer, 3) 50% childcare cost (based on MetroKids rates) paid or provided by employer, 4) access to 403(B) program, 5) four personal holidays per year, and 6) vacation based on length of employment.

<sup>1</sup> Child Care Division of the State of Oregon Commission on Children and Families

### **Contractor's Responsibilities**

Contractor shall operate and manage a high quality, fee-for-service, childcare program at the MetroKids Child Development Center located in the Metro Regional Center, 600 NE Grand Avenue, Portland, Oregon 97232. The program will be a full-day, year-round curriculum that is developmentally appropriate for young children six weeks to six years old.

Contractor shall be responsible for the complete management and operation of the Center, including but not limited to all aspects of childcare, teaching, staff selection and training, parent relations, fee collection, record keeping, financial reporting, budget preparation and submission. A partial list of specific Contractor responsibilities and conditions is as follows:

1. Maximize enrollment of children of Metro-employed parents.
2. Changes in staff to student ratios, number of teachers or CCD authorization levels requires Metro approval.
3. Provide all staffing and staff training.
4. All staff shall submit to criminal history background checks as required by CCD and other background checks as requested by Metro.
5. Provide a highly qualified, full-time site Director and day-to-day Center management.
6. Provide or arrange for bookkeeping and accounting services.
7. Process applications and maintain Center waiting list using the current enrollment priorities:

1 <sup>st</sup> Priority	Siblings of a currently enrolled child of a Metro employee.
2 <sup>nd</sup> Priority	Child or children of a Metro employee
3 <sup>rd</sup> Priority	Siblings of currently enrolled child
4 <sup>th</sup> Priority	Child or children of MetroKids staff
5 <sup>th</sup> Priority	Child or children of the general public

Note: Metro reserves the right to change enrollment priorities.

8. Establish, implement and maintain health, safety and security procedures for children, parents and staff during operating hours required by Federal, State, County, City or other applicable agency. At a minimum, Contractor shall provide an emergency evacuation plan for the Center and shall conduct monthly fire drills.



9. Work with parents to promote and encourage parental involvement in center operation. Suggested methods include: seek parent's advice in regards to staff hiring, curriculum, fund raising, and center operations; provide a parent's handbook detailing Center policies and procedures; schedule regular parent conferences and exit interviews; and provide a reference library of childcare and parenting materials.
10. Pay for all telephone charges assessed by Metro or provide/secure your own phone services.
11. Provide all program supplies, including consumables; manipulatives; office supplies; first aid supplies; and other supplies necessary in the ongoing program.
12. Contractor shall not discriminate on the basis of sex, race, religion, color, age, marital status, political affiliation, national origin, sexual orientation or disability with respect to enrollment of children or employment of staff. Religious teaching and dissemination of religious or political material will not be allowed.
13. Media coverage of the Center must be approved in advance by Metro. In addition, Contractor shall submit to Metro for approval all written and/or printed materials prior to distribution or publication.
14. No portion of the work may be subcontracted without the prior written consent of Metro.
15. Metro provides nine parking spaces adjacent to the daycare for drop off or loading. The Contractor is responsible for the supervision of this area during the normal hours of operations. During off-hour and weekends the parking area will be under the control of Metro.
16. Contractor will ensure that any property purchased by Metro, fundraising or the Contractor is marked to identify the respective purchaser. Property purchased by Metro or the fundraising will remain with the center. The Contractor, upon termination of the contract, may take property purchased by the Contractor. Equipment purchased by Metro or through fundraising and repaired or altered by the Contractor will remain in the center upon termination of the contract.
17. Contractor must obtain permission to install toys or equipment that attach to the interior or exterior floors, walls or ceilings. Additionally, Metro must approve the purchase of multi-story climbing structures.
18. Contractor will develop an inclement weather policy to ensure MetroKids is open the same hours and days as Metro.

19. Metro estimates the cost of services to run the center in 2004 to be:

Service	Revised cost 2004
1. Electricity	\$8,787.72
2. Water/sewer & storm water management	\$1,319.90
3. Garbage/recycling	\$211.91
4. Custodial	\$8,540.00
5. Natural gas	\$281.37
6. Telephone	\$1,132.41
7. Copies	\$2,103.20
8. Facility & maintenance	\$52,619.00
9. Bond payments	\$71,893.50
10. Taxes	
Total	\$146,889.01

Items 1 through 5 are based on square footage of center in relation to the rest of Metro Regional Center.

Item 6 is based on the number of phones in center in relation to the rest of Metro Regional Center.

Item 7 is based on actual usage. Metro prefers not to provide access to copiers during the course of this contract.

Item 8 is based on budget or estimated staff and material cost throughout 2004. This includes items such as maintenance calls, equipment repairs, landscaping and other requests throughout the year.

Item 9 is based on the bond payments (similar to a mortgage payment) for the structure and is based on the square footage of the center in relation to the rest of Metro Regional Center.

Item 10. Metro and the current provider have operated exempt from property taxes. Contractor is responsible for property taxes assessed or any other taxes arising from this operation.

Metro desires to minimize or entirely eliminate services to the daycare. Contractors are encouraged to develop proposals providing as many of these services as possible. Any services that contractor will be unable to procure from another source will be provided by Metro and allocated to the contractor for repayment.

### **Metro's Responsibilities**

1. Metro will provide use of MetroKids facility at 600 NE Grand Avenue, including the adjacent play area and drop-off parking spaces during the Center's operating hours.
2. Metro reserves the right to use or operate the facility for additional childcare needs during hours when Contractor is not operating the Center under this agreement. Contractor shall have first right of refusal to provide childcare services for such off-hour operations.
3. Metro will provide access to Metro employees for Contractor to solicit Metro employee participation in the program.
4. Metro will provide monthly or quarterly invoices for Metro provided services, including utilities.

### **Term of Contract**

Contract will be for 3 years with two 1-year options to renew (for a potential total term of 5 years).

### **Annual Review Process, Budget and Tuition**

1. Metro will conduct an annual review process that will include: Contractor submission of a proposed budget, review of Contractor-proposed tuition charges, and a parent's survey. The review may include a site inspection or meetings with Contractor, Contractor's employees and parents.
2. Contractor is required to cooperate with Metro by participating in interviews or responding to staff questions.
3. Contractor's annual operating budget shall not include increases in administrative fees or costs above rate listed in Contractor's proposal without prior Metro approval in writing.
4. Contractor will be required to prepare and submit the following periodic reports:
  - a. Annual reports which detail enrollment size, staffing, ages of children, parent affiliation to Metro, financial reports, facility condition, unusual concerns, and any other relevant general information and any additional requested information. Report should include proof of current state and local licenses; if applicable; proof of NAEYC<sup>2</sup> certification; proof of insurance coverage as required by Metro.

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<sup>2</sup> National Association for the Education of Young Children

- b. By November 15 of each year, a proposed annual operating budget for the upcoming calendar year in a format acceptable to Metro. Please see the attached budget format labeled "Attachment B."
- c. By February 28 of each year, a year end audit of Contractor's financial books, records, payroll and expenditures of the previous year prepared by a certified public accountant or auditor. Metro reserves the right to verify the accuracy of any statement and to arrange for, at Metro's expense, an audit of Contractor's financial records at any time.
- d. At a minimum, quarterly financial reports including a balance sheet due on January 30, April 30, July 30 and October 30. Reports should include monthly and year-to-date summaries.
- e. Incidence reports that detail all criminal or other incidents requiring medical attention. These written reports should be delivered to Metro within 24 hours of the occurrence.
- f. Upon reasonable request by Metro, demonstration by Contractor of its financial capability of continuing its operations under the terms of this Agreement.

### Miscellaneous Provisions

1. Contractor will provide access to MetroKids at all times to the Metro contract manager, Metro building personnel and security staff.
2. Contractor shall apply for and receive licenses and any other permits that are necessary to open and operate the Center in the state of Oregon.
3. The proposed tuition included with this proposal must remain in effect until at least December 31, 2005.

### III. QUALIFICATIONS/EXPERIENCE

Proposers shall have a minimum of 5 years experience operating a daycare.

### IV. PROPOSAL INSTRUCTIONS

- A. Submission of Proposals: One original and 4 copies of the proposal shall be furnished to Metro, addressed to:

Karen Slusarenko  
Metro  
600 NE Grand Avenue  
Portland, OR 97232-2736

- B. **Deadline:** Proposals will not be considered if received after 5:00 p.m., ~~March xxx, 2005~~
- C. **RFP as Basis for Proposals:** This Request for Proposals represents the most definitive statement Metro will make concerning the information upon which Proposals are to be based. Any verbal information that is not addressed in this RFP will not be considered by Metro in evaluating the Proposal. All questions relating to this RFP should be addressed to Bill Jemison at (503) 797-1622. Any questions, which in the opinion of Metro warrant a written reply or RFP amendment, will be furnished to all parties receiving this RFP. Metro will not respond to questions received after ~~5:00 pm March xxx, 2005~~.
- D. **Information Release:** All proposers are hereby advised that Metro may solicit and secure background information based upon the information, including references, provided in response to this RFP. By submission of a proposal all proposers agree to such activity and release Metro from all claims arising from such activity.
- E. **Minority and Women-Owned Business Program:** In the event that any subcontracts are to be utilized in the performance of this agreement, the proposer's attention is directed to Metro Code provisions 2.04.100.
- Copies of that document are available from the Contracts Division of Finance & Administrative Services, Metro, Metro Center, 600 NE Grand Avenue, Portland, OR 97232 or call (503) 797-1717.
- F. **Optional Pre-proposal meeting:** There is an optional pre-proposal meeting on ~~March xxx, 2005~~ from 5:30 to 6:00 pm at MetroKids. The meeting is optional, however, it will be the only opportunity to walk through the center.

## V. PROPOSAL CONTENTS

The proposal should be as short as possible. The proposal should be submitted on recyclable, double-sided recycled paper (post consumer content). No waxed page dividers or non-recyclable materials should be included in the proposal.

- A. **Proposal:** State that the proposal will be valid for ninety (90) days from date of request for proposal closing.
- B. **Approach/Project Work Plan:** Describe your philosophy for operating a childcare center.
1. Include a proposed work plan detailing how and when you will commence operations under this contract.

2. Provide a summary of policies and procedures to address health, safety, discipline, nutrition, enrollment, parent involvement, daily routine, curriculum, and utilization of current staff and maintenance of staff/student ratios.
3. Provide a summary of proposed salaries and benefits for MetroKids staff.
4. Submit a budget for calendar year 2005 using the format in Attachment B. Include a breakdown for full-time tuition for each room using Attachment A. Additionally, provide a list of part-time rates.
5. Please review the list of optional programs. Include in your proposal any or all of the optional programs you are experienced in or capable of providing. Metro retains the right to accept any or all of the proposed programs in the final contract.

### **Optional Programs**

Metro desires the Contractor to include as many of the following programs while minimizing tuition increases. If a specific program will cause a change (increase or decrease) in the tuition rate, please indicate expected change to tuition and new tuition rate on Attachment A.

- (a) Tuition assistance program. Include an outline of the program administration and expected funding level. If a funding source other than tuition is to be used, please indicate source and future expected stability of funds.
- (b) Multi-child discount.

- B. **Staffing/Project Manager Designation:** Identify specific personnel assigned to MetroKids, their roles in relation to the work required, percent of their time on the project, and special qualifications they may bring to the project. Include resumes of individuals proposed for this contract.

Metro intends to award this contract to a single firm to provide the services required. Proposals must identify a single person as project manager to work with Metro. The project manager shall be responsible for the day-to-day direction and internal management of the contract.

- C. **Experience:** Indicate how you or your organization meets the experience requirements listed in section III of this RFP. List other daycare centers you have operated over the past five years. For each of these centers still in operation list the name, address and phone number.

Provide a 5-year summary of financial history for other or similar daycare centers you operate. Authorize Metro to obtain business or personal credit reports (at Metro's expense) if such reports are desired by Metro.

- D. Administration Fee: State the proposed administration fee for operating the center. Generally speaking, the administration fee will be the salary or money not directed to staff working in the center. The administration fee should include any cost or fees for services that must be purchased from the Contractor. The annual administrative salary or fee, including maximum rate of annual increase, should be listed on Attachment A.
- E. Exceptions and Comment: To facilitate evaluation of proposals, all responding firms will adhere to the format outlined within this RFP. Firms wishing to take exception to, or comment on, any specified criteria within this RFP are encouraged to document their concerns in this part of their proposal. Exceptions or comments should be succinct, thorough and organized.

## VI. GENERAL PROPOSAL/CONTRACT CONDITIONS

- A. Limitation and Award: This RFP does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to waive minor irregularities, accept or reject any or all proposals received as the result of this request, negotiate with all qualified sources, or to cancel all or part of this RFP.
- B. Billing Procedures: Participants will pay Contractor for services directly.
- C. Validity Period and Authority: The proposal shall be considered valid for a period of at least ninety (90) days and shall contain a statement to that effect. The proposal shall contain the name, title, address, and telephone number of an individual or individuals with authority to bind any company contacted during the period in which Metro is evaluating the proposal.
- D. Conflict of Interest: A Proposer filing a proposal thereby certifies that no officer, agent, or employee of Metro or Metro has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of Metro; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer for the same call for proposals; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

## VII. EVALUATION OF PROPOSALS

- A. Evaluation Procedure: Proposals received that conform to the proposal instructions will be evaluated. The evaluation will take place using the evaluation criteria identified in the following section. Interviews may be requested prior to final selection of one firm.

B. **Evaluation Criteria:** This section provides a description of the criteria that will be used in the evaluation of the proposals submitted to accomplish the work defined in the RFP.

1. 20%      Program (max of 20 points)
  - Adequacy of plan for health, safety, discipline, nutrition and enrollment.
  - Adequacy of plan for parent involvement, access and communication.
  - Adequacy of plan for daily routine and curriculum.
  - Staff wage and benefits.
  
2. 20%      Administration and Center Management (max of 20 points)
  - Qualification and capacity of Contractor.
  - Plan for utilization of staff and maintenance of current staff/student ratios.
  
3. 45 %      Financial Management and Cost (max of 45 points)
  - Evidence of sound fiscal and operation policies.
  - Tuition rate.
  - Completeness and adequacy of operating budget.
  - Administration fee.
  - "Optional Programs."
  - Degree that cost to Metro is minimized.
  
4. 15%      Overall Proposal (max of 15 points)
  - General understanding of program needs and quality of care.
  - Overall ability to provide services that meet the childcare needs of Metro.

### VIII INTERVIEWS/SITE VISITS

Metro may hold interviews with any or all of the proposing parties. Interviews are tentatively scheduled for ~~XXXXXXXXXX~~, 2005

Metro may request to visit a daycare center operated by any or all of the proposers. Visits are tentatively schedule for ~~XXXXXXXXXXXXXXXXXX~~, 2005

### IX. NOTICE TO ALL PROPOSERS -- STANDARD AGREEMENT



Attachment C, Metro's Personal Services Agreement, is a standard agreement approved for use by the Metro Office of General Counsel. This is the contract the successful proposer will enter into with Metro; it is included for your review prior to submitting a proposal.

**Attachment A**  
**Tuition, Administration Fee & Services Worksheet**

1. Please list every rate you intend to offer for each age group. For example, if you intend to offer half day rates, 1, 2, 3, or 4 day rates in addition to full time, please list the tuition for each

Age group	Tuition rate(s)
Infants / Wobblers (0-1)	
Toddlers (1-2)	
Young Preschool (2-3 <sup>1/2</sup> )	
Preschool (3 <sup>1/2</sup> -5)	

2. Administration Fee: \_\_\_\_\_  
 3. Maximum rate of annual increase of administration fee: \_\_\_\_\_

**Attachment B  
Budget Format**

*Please complete this budget for the 12 month period July 1 2005 to June 30 2006. You may add or remove line items to match your proposed budget. FTE numbers are for example only.*

<u>Description</u>	<u>FTE</u>	<u>Amount - Monthly</u>	<u>Amount Annual</u>
<b>Revenue</b>			
Full-time Tuition Charges			
Part-time Tuition Charges			
Discounts			
Childcare Benefits			
Refunds			
Drop in			
Registration			
Late Charges			
Diaper Charges			
USDA Food Program			
Other Income			
Interest Income			
<i><b>Total Revenue</b></i>			
<b>Personal Services</b>			
<i>Salaries</i>			
Infant Lead Teacher	1		
Infant Teacher	1		
Infant Rotator	1		
Toddler Lead	1		
Toddler Teacher	1		
Toddler Rotator	1		
Old Preschool Lead	1		
Old Preschool Teach	1		
Cook	1		
Center Director	1		
<i><b>Total Salaries</b></i>	10		
<i>Fringe</i>			
Dental Insurance			
Health Insurance			
Payroll Taxes			
Worker's Comp			
<i><b>Total Fringe</b></i>			

<b>Total Personal Services</b>			
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<b>Materials &amp; Service</b>			
Liability Insurance			
Training			
Food			
Consumable Supplies			
Educational Supplies			
Licensing			
Accounting			
Legal			
Advertising			
Office			
Telephone			
Travel			
Audit			
Diapers			
Miscellaneous			
Interest Charges			
Replacement/equipment			
Total Materials & Services			
<b>Total Expenditures</b>			

## Attachment C

Contract No. \_\_\_\_\_

## PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, and \_\_\_\_\_ referred to herein as "Contractor," located at \_\_\_\_\_.

In exchange for the promises and other consideration set forth below, the parties agree as follows:

1. **Duration.** This personal services agreement shall be effective \_\_\_\_\_ and shall remain in effect until and including \_\_\_\_\_, unless terminated or extended as provided in this Agreement.
2. **Scope of Work.** Contractor shall provide all services and materials specified in the attached "Exhibit A — Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.
3. **Payment.** Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed \_\_\_\_\_ AND \_\_\_\_\_/100THS DOLLARS (\$ \_\_\_\_\_).
4. **Insurance.**
  - a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
    - (1) Broad form commercial general liability insurance covering childcare operations, bodily injury, sexual abuse or molestation, corporal punishment and property damage, with automatic coverage for premises, operations, and product liability shall be a minimum of \$1,000,000 per occurrence. The policy must be endorsed with contractual liability coverage; and
    - (2) Automobile bodily injury and property damage liability insurance coverage shall be a minimum of \$1,000,000 per occurrence.
  - b. **Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSURED.** Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.
  - c. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.
  - d. If required by the Scope of Work, Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors,

omissions, or malpractice. Coverage shall be in the minimum amount of \$1,000,000. Contractor shall provide to Metro a certificate of this insurance, and 30 days' advance notice of material change or cancellation.

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

5. Indemnification. Contractor shall indemnify and hold Metro, its 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 its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.

6. Maintenance of Records. Contractor shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow Metro the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by Contractor for three years after Metro makes final payment and all other pending matters are closed.

7. Ownership of Documents. All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by Contractor pursuant to this Agreement are the property of Metro, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such documents.

8. Project Information. Contractor shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of Metro.

9. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

10. Right to Withhold Payments. Metro shall have the right to withhold from payments due to Contractor such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage, or claim which may result from Contractor's performance or failure to perform under this Agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.

11. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapter 279, and the recycling provisions of ORS 279.545 - 279.650, to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.

12. Situs. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

13. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party.

14. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor seven days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

15. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision.

16. Modification. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties.

\_\_\_\_\_  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

METRO  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

Agenda Item Number 2.0

***EVENTS UPDATE***

**Metro Council Work Session  
Tuesday, March 1, 2005  
Metro Council Chamber**



METRO COUNCIL

Work Session Worksheet

Presentation Date: 03/01/05 Time: 2:15 p.m. Length: 20 minutes

Presentation Title: Oregon Zoo Events Update

Department: Oregon Zoo

Presenters: Tony Vecchio, Krista Swan

ISSUE & BACKGROUND

Recap of 2004 events, including the very successful new Spring break promotion, concerts and ZooLights. Review of plans for 2005 events, including expanded Spring break activities, expanded Pickle's Birthday events, and potential concert acts and new partnerships.

OPTIONS AVAILABLE

N/A

IMPLICATIONS AND SUGGESTIONS

N/A

QUESTION(S) PRESENTED FOR CONSIDERATION

N/A

LEGISLATION WOULD BE REQUIRED FOR COUNCIL ACTION \_\_ Yes  No  
DRAFT IS ATTACHED \_\_ Yes  No

SCHEDULE FOR WORK SESSION

Department Director/Head Approval \_\_\_\_\_  
Chief Operating Officer Approval \_\_\_\_\_

Agenda Item Number 3.0

***FISH AND WILDLIFE HABITAT PROGRAM UPDATE***

Metro Council Work Session  
Tuesday, March 1, 2005  
Metro Council Chamber

## **METRO COUNCIL**

### **Work Session Worksheet**

Presentation Date: 3/01/05

Time: 2:15

Length: 45 min

Presentation Title: Fish and Wildlife Habitat Program Update

Department: Planning

Presenters: Deffebach, Ketcham, Wilkinson

#### **ISSUE & BACKGROUND**

Resolution 04-3506A, adopted by the Metro Council on December 9, 2004, directed staff to develop fish and wildlife habitat program that relies on voluntary incentive based approach to all of the regionally significant habitat areas and an approach that relies on protection through land use regulations for the most valuable Class I and II Riparian Habitat.

Since then, staff have been drafting a proposal for release to the public in April and Council consideration in May 2005. Staff have presented concepts in the proposal to Metro's standing committees, including Goal 5 WRPAC, the Implementation Work Group, MTAC, MPAC. Staff have reviewed or presented the concepts to other groups, including the Tualatin Basin Natural Resources Coordinating and Steering Committees.

The proposal is in the form of two different documents:

1. The proposal for the program, including voluntary, incentive based approaches for all of the regionally significant habitat.
2. The proposal for an amendment to the Urban Growth Management Functional Plan directing cities and counties to implement a program to protect Class I and II Riparian areas.

The purpose of this update is to review the proposals and the policy issues that have been raised in the reviews to date. Copies of the latest proposals will be distributed later in the week.

#### **OPTIONS AVAILABLE**

A variety of options are available to structure the proposal. The areas for which options have been suggested include:

- References to increasing fair market value of property and variance process to offer alternatives to filing claims.
- Applying the program to future New Urban Growth Boundary Expansion Areas
- How to resolve existing Title 3 exception areas in the new program
- Refinement to capacity exception procedures,

And other issues which will be raised for discussion at the work session.

## **IMPLICATIONS AND SUGGESTIONS**

The proposals will be released for public comment in April. Council can direct staff now in developing the proposals and/or can revised the proposals after release through an amendment process.

## **QUESTION(S) PRESENTED FOR CONSIDERATION**

- Does the division between the proposals for the full program and the Class I and II habitat seem reasonable?
- Are there other issues that Councilors would like to raise for additional staff research/consideration?

**LEGISLATION WOULD BE REQUIRED FOR COUNCIL ACTION** \_\_ Yes **X** \_\_ No  
**DRAFT IS ATTACHED** \_\_ Yes **X** \_\_ No

## **SCHEDULE FOR WORK SESSION**

Department Director/Head Approval \_\_\_\_\_

Chief Operating Officer Approval \_\_\_\_\_

Agenda Item Number 5.0

***URBAN GROWTH MANAGEMENT FUNCTIONAL PLAN 2004 COMPLIANCE UPDATE AND TITLE 11  
PLANNING FOR NEW URBAN AREAS***

Metro Council Work Session  
Tuesday, March 1, 2005  
Metro Council Chamber

## METRO COUNCIL

### Work Session Worksheet

Presentation Date: March 1, 2005                      Time:                      Length: 30 minutes

Presentation Title: Urban Growth Management Functional Plan 2004 Compliance Update and Title 11 Planning for New Urban Areas

Department: Planning

Presenters: Sherry Oeser, Ray Valone and Dick Benner

### ISSUE & BACKGROUND

There were two primary issues identified in the 2004 Annual Compliance Report – Title 7 Affordable Housing and Title 11 Planning for New Urban Areas.

At their January 26 meeting, MPAC reviewed Title 7 Affordable Housing compliance issues and discussed reporting requirements and the limited resources of local governments. At their February 9 meeting, MPAC approved sending a letter to local governments requesting specific information that would help MPAC assess the current status of affordable housing in the region. That letter was sent on February 11 from Metro Council President David Bragdon and MPAC Chair Jack Hoffman with responses due May 1, 2005 and MPAC consideration and discussion later in May.

Metro Code requires a public hearing on the annual compliance report; however, the Council may choose to wait until MPAC has considered the housing information received from local governments before scheduling the hearing.

For Title 11 Planning for New Urban Areas, several jurisdictions will likely not meet the March 2005 planning deadline. Additional discussion and direction from the Council is needed. A revised Title 11 status report is attached.

### OPTIONS AVAILABLE

For Title 11, several options exist for the Council:

1. Extend the time for completing the planning: As a condition to bringing land into the Urban Growth Boundary (UGB), the Council places a deadline to meeting Title 11 planning requirements. A local government can seek an extension of this date under Metro Code 3.07.850. The Council can grant no more than two such extensions, each for no more than one year. To grant the extension, the Council must find that the local government is making satisfactory progress and that there is good cause for failure to meet the deadline.
2. Amend the UGB Ordinance to allow more time for completion by the local government(s): The Council can amend the original ordinance that added an area to the UGB to change the date to a later time. This option may be preferable if a

local government seeks more than two years beyond the original date for completion.

3. Participation by landowners: A local government can rely on landowners in an area to prepare Title 11 planning for consideration by the local government. This option may be attractive to landowners in areas with relatively few owners where Metro-assigned design types are relatively simple (for example, all Industrial or all Outer Neighborhood).
4. Joint Local-Metro completion: Metro could assist a local government in completing its Title 11 planning. In some cases, Metro has provided both financial and technical assistance to local governments for Title 11 planning such as Pleasant Valley and Damascus. Such an effort would, however, require reallocating resources.
5. Completion by Metro following Enforcement Action: If a local government fails to complete Title 11 planning by the date specified and fails to seek or obtain an extension, Metro can enforce Title 11 planning requirements pursuant to Title 8, (Metro Code 3.07.870) and complete the planning for the local government (Metro Code 3.07.870D). The local government could adopt the Metro-completed plan as its own or use it as a model for a local plan.

There may be additional options that the Council wishes to explore.

### **IMPLICATIONS AND SUGGESTIONS**

### **QUESTION(S) PRESENTED FOR CONSIDERATION**

**LEGISLATION WOULD BE REQUIRED FOR COUNCIL ACTION** \_\_ Yes  No  
**DRAFT IS ATTACHED** \_\_ Yes  No

### **SCHEDULE FOR WORK SESSION**

Department Director/Head Approval \_\_\_\_\_  
Chief Operating Officer Approval \_\_\_\_\_

**TITLE 11 NEW AREA PLANNING  
(revised February, 2005)**

<b>Project</b>	<b>Lead Government</b>	<b>Plan Deadline</b>	<b>Status</b>
<b>1998 UGB Expansion</b>			
Pleasant Valley Concept Plan	Gresham and Portland	NA	Concept plan and implementation planning completed; zoning adopted
<b>1999 UGB Expansion</b>			
Villebois Village	Wilsonville	NA	Concept plan and comprehensive plan amendments & zoning complete; construction underway
Witch Hazel Community Plan	Hillsboro	March 2005	Concept plan complete; City adopted comprehensive plan amendment in February 2004; zoning will be adopted upon annexation.
<b>2002 UGB Expansion</b>			
Springwater Community Plan	Gresham	March 2005	Planning process ongoing; three alternatives have been narrowed to one
Damascus/Boring Concept Plan	Clackamas County	March 2007	Core values completed; inventory phase complete; alternatives developed and now being evaluated
Park Place Master Plan	Oregon City	March 2007	Developer portion of area to work with neighborhood residents in developing plan for all three sites
Beavercreek Road	Oregon City	March 2007	Area residents hired consultant to develop a concept plan
South End Road	Oregon City	March 2007	City has no plans for this area yet
West Linn	West Linn or Clackamas County	March 2005	City has no plans for this area yet <b>Not likely to complete on time</b>
East Wilsonville	Wilsonville	March 2007	No action; some early talks on part of residents and homebuilders
Northwest Wilsonville	Wilsonville	March 2007	No action; the city had a consultant do a preliminary urban reserve plan in 1998
Brookman Road Area	Sherwood	March 2007	City seeking grant funds for planning effort
Study Area 59	Sherwood	March 2005	Concept planning now underway <b>Not likely to complete on time</b>
Cipole Road	Sherwood	March 2005	No plans for concept planning at this time <b>Not likely to complete on time</b>
99W Area	Sherwood	March 2005	No plans for concept planning at this time. City Transportation System Plan to be completed first <b>Not likely to complete on time</b>
NW Tualatin	Tualatin	March 2005	Planning is complete; adoption hearings are scheduled for April '05
Tonquin Site	Tualatin	March 2007	These two sites, known as 'SW Tualatin', are being planning together. The city received a TGM grant and has completed existing conditions and is working on concept alternative development; completion of planning summer/fall '05 (3/07)
Tigard Sand and Gravel Site	Tualatin	March 2007	



<b>Project</b>	<b>Lead Government</b>	<b>Plan Deadline</b>	<b>Status</b>
King City	King City	March 2005	Planning completed; annexed to city
Bull Mountain Area (Study Area 63)	Tigard or Washington County	March 2005	City and county in talks about future service provision and planning responsibility <b>Not likely to complete on time</b>
Bull Mountain Area (Study Area 64)	Tigard or Washington County or Beaverton	March 2005	Cities and county in talks about future service provision and planning responsibility <b>Not likely to complete on time</b>
Cooper Mountain	Washington County	March 2005	Washington County not pursuing planning at this time <b>Not likely to complete on time</b>
Study Area 69	Washington County or Hillsboro	March 2005	Washington County and Hillsboro not pursuing planning at this time (area not in Beaverton planning areas) <b>Not likely to complete on time</b>
Study Area 71 (portion)	Hillsboro	March 2005	Portion contained in Witch Hazel Community Plan; remainder of area to be planned soon <b>Not likely to complete on time</b>
Study Area 77	Cornelius	March 2005	Concept plan complete; City adopted comprehensive plan and zoning amendments, and annexed the area in January 2004
Shute Road Site	Hillsboro	March 2005	Concept plan complete; City adopted comprehensive plan and zoning in late 2003; annexed to Metro; shovel-ready site status pending
Forest Grove Swap	Forest Grove	March 2005	Work plan being developed <b>Not likely to complete on time</b>
Bethany	Washington County	March 2005	County to do planning after appeals completed <b>Not likely to complete on time</b>
Bonny Slope (Study Area 93)	Multnomah County	March 2005	County analyzing options to implement Title 11; some land owners examining privately-lead plan and self-funding; Metro Council adopted Resolution 04-3518 directing Metro staff to facilitate the completion of concept planning <b>Not likely to complete on time</b>
Area 94	Portland	March 2009	City considering budgeting for planning during FY 2005-06. Appeal is pending for this area
<b>2004 UGB Expansion</b>			Areas not yet acknowledged by LCDC

Agenda Item Number 6.0

***PROJECT PROPOSALS CONTINUED DISCUSSION***

Metro Council Work Session  
Tuesday, March 1, 2005  
Metro Council Chamber

## Metro Council Project Proposal

**Lead Councilor:**

**Council Liaisons:**

**Project Title:** Disposal System Planning

**Project Begin Date:** February 2005

**Estimated Date of Completion:** Draft, November 2005; final, May 2006 (coincident with RSWMP).

**Project Description:** The main purpose of this project is to determine whether the disposal needs of the region are being met in the most efficient and effective manner; and to recommend adjustments where the system can be improved. Historically, Metro has been the primary provider of disposal services, and—through its regulatory authority RSWMP—Metro has ensured that the private disposal system operates in a complementary and environmentally sound manner. Over the last decade, there have been significant changes in the private solid waste industry. This fact, coupled with Metro's own strategic planning initiative during the last year, call for a timely examination of the regional disposal system and the roles played by the public and private sectors. This project is intended to fulfill such an examination.

The main questions to be addressed are: in conjunction with the RSWMP update,

- What does the region need from the disposal system?
- What is the best way to fill those needs?

**Outcome.** This project will provide recommendations and/or policy direction for the regional disposal system. The following specific issues will be addressed. For the 2005 to 2009 timeframe, recommendations on disposal needs including public access, putrescible waste transfer capacity, and dry waste processing; and regulatory needs including entry criteria for new facilities, policy on waste authorizations ("tonnage caps"), allocation of putrescible waste to disposal sites, and recommendations on economic regulation. For the post-2009 period (after the solid waste bonds are retired), policy direction on Metro's role in the disposal system, and how that role should be filled—e.g., continue to own transfer stations, vs. divest and regulate. If the latter, determine the appropriate regulatory level and model (e.g., leverage market competition vs. franchising vs. "public utility model"). If the former, set in motion the plans for maximizing the asset value of the transfer stations and for transitioning to a private system. These directions will also guide other major decisions including examination of alternative transport modes and procuring a new transport contract by 2009, procurement of a transfer station operating contract by 2010; and addressing the fiscal needs of the agency.

### Connection to Council Goals and Objectives:

- 2.3 The region's waste stream is reduced, recovered and returned to productive use, and the remainder has a minimal impact on the environment.
- 4.2 Public services are available and equitable.
- 4.3 Metro provides services that fit its distinct competency or regional scope.

**Resources Required / Budget Implications:** Approximately 1.0 FTE is targeted for the project during calendar 2005 over 3 persons: Doug Anderson as project manager, with two assigned staff. The department has budgeted up to \$50,000 for consultant assistance, primarily technical work related to asset valuation. There are several decision milestones that can affect the direction and level-of-effort during the course of the project, so this resource level is subject to change as the project moves forward. This project is funded from the Solid Waste Fund, using revenue raised from the Regional System Fee.

## **Metro Council Project Proposal**

**Lead Councilor:** Susan McLain

**Council Liaisons:**

**Project Title:** Regional Solid Waste Management Plan Update

**Project Begin Date:** January 2004

**Estimated Date of Completion:** Draft -- September 2005; Final -- May 2006

**Project Description:** RSWMP is a ten-year plan for the region, administered by Metro. It sets direction for the future, identifies roles and responsibilities, and fulfills a state requirement that Metro have a waste reduction plan.

The updated Regional Solid Waste Management Plan will provide policy and program direction in waste reduction and facilities and services for the next decade (2006 to 2016). The Plan is shaped in a public process, with local government and private sector service providers as leading partners.

**The main question to be addressed is:** What policy direction for the solid waste system should be charted in the updated Plan?

**Outcome:** An updated RSWMP, which must be approved by Metro Council and DEQ in mid-2006. Interim products will include a vision statement, values, system goals, objectives and policies. The vision, policy and values will be used to set the overall direction for the related disposal system planning activity that will be staged concurrently with the RSW update.

### **Connection to Council Goals and Objectives:**

- 2.3 The region's waste stream is reduced, recovered and returned to productive use, and the remainder has a minimal impact on the environment.
- 2.4 Metro is a model for green business practices.
- 4.1 Regional needs are supported by appropriate regional funding mechanisms.
- 4.2 Public services are available and equitable.
- 4.3 Metro provides services that fit its distinct competency or regional scope.

**Resources Required / Budget Implications:** Approximately \$80,000 will be expended for consultants (public involvement and plan development). Between 2.5 and 3.0 total FTE (over approximately 12 staff) will be assigned to the project for calendar 2005. Project is funded from Solid Waste Fund, using regional system fee.

A G E N D A

600 NORTHEAST GRAND AVENUE | PORTLAND, OREGON 97232 2736  
TEL 503 797 1542 | FAX 503 797 1793



METRO

Agenda

MEETING: METRO COUNCIL REGULAR MEETING – revised 2/28/05  
DATE: March 3, 2005  
DAY: Thursday  
TIME: 2:00 PM  
PLACE: Metro Council Chamber

CALL TO ORDER AND ROLL CALL

1. INTRODUCTIONS

2. CITIZEN COMMUNICATIONS

3. CONSENT AGENDA

3.1 Consideration of Minutes for the February 17, 2005 Metro Council Regular Meeting.

3.2 **Resolution No. 05-3540**, For the Purpose of Confirming the Appointments of Joann Herrigel, Wendy Fisher, Les Joel and Lori Stole to the Regional Solid Waste Advisory Committee (SWAC).

4. RESOLUTIONS

4.1 **Resolution No. 05-3552**, For the Purpose of Confirming the Appointments of Mike Leichner, Ray Phelps, George Simmons, Paul Matthews, Matt Korot and Michelle Poyourow to the Metro Rate Review Committee. Park

4.2 **Resolution No. 05-3551**, For the purpose of Designating Council Projects and Assigning Lead Councilors and Council Liaisons. Burkholder

4.3 **Resolution No. 05-3554**, For the Purpose of Appointing Members of the Ballot Measure 37 Task Force. Liberty

5. CHIEF OPERATING OFFICER COMMUNICATION

6. COUNCILOR COMMUNICATION

ADJOURN

**Television schedule for March 3, 2005 Metro Council meeting**

<p><b>Clackamas, Multnomah and Washington counties, and Vancouver, Wash.</b>          Channel 11 -- Community Access Network  <a href="http://www.yourtvvtv.org">www.yourtvvtv.org</a> -- (503) 629-8534          2 p.m. Thursday, March 3 (live)</p>	<p><b>Portland</b>          Channel 30 (CityNet 30) -- Portland Community Media  <a href="http://www.pcatv.org">www.pcatv.org</a> -- (503) 288-1515          8:30 p.m. Sunday, March 6          2 p.m. Monday, March 7</p>
<p><b>Gresham</b>          Channel 30 -- MCTV  <a href="http://www.mctv.org">www.mctv.org</a> -- (503) 491-7636          2 p.m. Monday, Feb. 7</p>	<p><b>Washington County</b>          Channel 30 -- TVTV  <a href="http://www.yourtvvtv.org">www.yourtvvtv.org</a> -- (503) 629-8534          11 p.m. Saturday, March 5          11 p.m. Sunday, March 6          6 a.m. Tuesday, March 8          4 p.m. Wednesday, March 9</p>
<p><b>Oregon City, Gladstone</b>          Channel 28 -- Willamette Falls Television  <a href="http://www.wftvaccess.com">www.wftvaccess.com</a> -- (503) 650-0275          Call or visit website for program times.</p>	<p><b>West Linn</b>          Channel 30 -- Willamette Falls Television  <a href="http://www.wftvaccess.com">www.wftvaccess.com</a> -- (503) 650-0275          Call or visit website for program times.</p>

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

Agenda items may not be considered in the exact order. For questions about the agenda, call Clerk of the Council, Chris Billington, (503) 797-1542. Public Hearings are held on all ordinances second read and on resolutions upon request of the public. Documents for the record must be submitted to the Clerk of the Council to be considered included in the decision record. Documents can be submitted by e-mail, fax or mail or in person to the Clerk of the Council. For additional information about testifying before the Metro Council please go to the Metro website [www.metro-region.org](http://www.metro-region.org) and click on public comment opportunities. For assistance per the American Disabilities Act (ADA), dial TDD 797-1804 or 797-1540 (Council Office).

**TITLE 11 NEW AREA PLANNING**  
(revised February, 2005)

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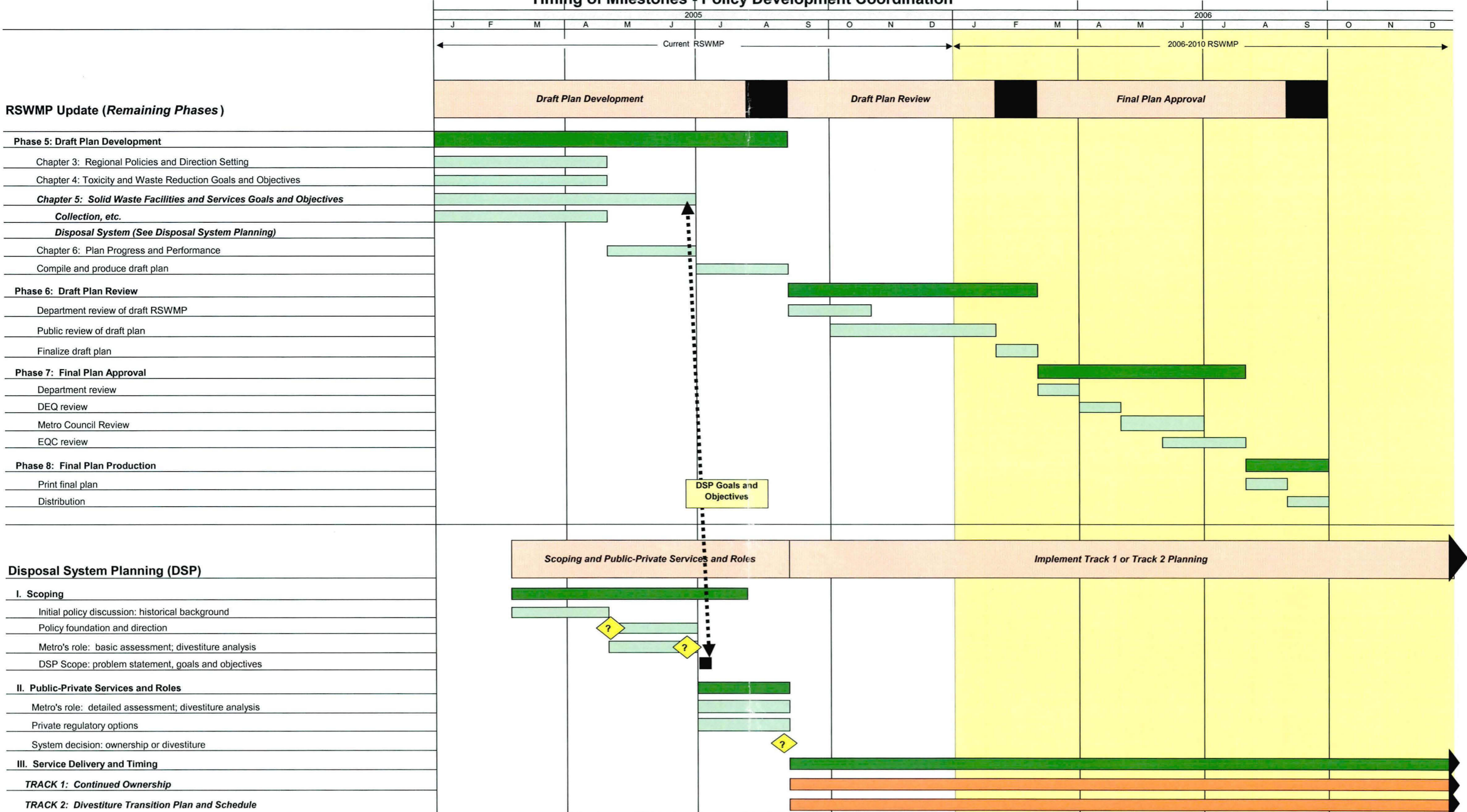
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Hogland

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### Regional Solid Waste Management Plan Development and Disposal System Planning Timing of Milestones - Policy Development Coordination



## Event sponsorships at the Oregon Zoo

The Oregon Zoo receives support from corporate donors (150 active corporate donors last calendar year) in a wide spectrum – from traditional philanthropic donors on one end of the spectrum to corporate sponsorships on the other.

The Zoo's events are the prime vehicle for attracting corporate sponsors. We get calls from local, regional and even national companies looking for sponsorship opportunities – opportunities to reach out to the Zoo's demographics and large audience and provide exposure and visibility for their company within the Portland community.

2004 calendar year sponsors:

Bear Fair	Haggen Food & Pharmacy - \$5,000
Rabbit Romp	HomeStreet Bank - \$7,500
Family Farm	Dairy Farmers of Oregon - \$10,000
Movies at the Zoo	Comcast, Anhaeuser Busch - \$14,000
White Bird	Wells Fargo - \$5,000
Summer Concerts	Wells Fargo, Oregonian - \$110,000/\$40,000
Senior Safari	Providence Health Plan - \$7,500
Howloween	Foresters and Alloy Marketing (Qwest) \$9,500
WAF	Weyerhaeuser - \$20,000
Zoolights	Boeing, Synopsys, United Rentals-\$42,000
Lecture Series	Pro Photo Supply, PGE - \$3,000

Total event sponsorships in 2004: \$273,500

We are on track for increasing this figure in 2005 and especially 2006 with a co-sponsor for the Summer Concert Series. We are also breaking records for longevity of sponsors. They are staying with us year after year!

More and more companies are giving to the Zoo because they are looking for sponsorship benefits. This is the trend even for the more traditional corporate donors.

### The Zoo is successful with corporate sponsors because:

- We have a wide variety of one-day to one-month events. Plus we are developing new opportunities and expanding the sponsors within each event.
- We exceed sponsor expectations when we deliver the benefits.
- We have a great marketing department that can provide advertising for the sponsors (when sponsors are cutting back on their budgets, they look for sponsorships with advertising and visibility).
- OZF and the Zoo has staff dedicated to making sponsors happy.

**Sunday, March 20****Head for the Beach**

- Coconuts, pineapples and other tropical fruit: monkeys, polar bears, sunbears....other?
- Leis – flowers for some, fruit for others
- Swamp monkeys can have shells, sandbox with sand and buckets
- Cardboard suitcases decorated for travel?
- Bamboo palm trees in exhibits
- Beach blanket party for orangutans
- Schedule a kelp dive
- Make fiki huts on chimp island?

**Monday, March 21<sup>st</sup>****Predator Pounce**

- Live goldfish for otters??
- Croc feeding
- Bugs for meerkats, monkeys
- Live crabs for sea otters
- Trout & eagle feedings
- Live fish for sea lions, etc????
- Tiger spring toy
- Bones for bears, wolves, tigers
- Carcass feedings???
- Pinatas or fire hose animals for large carnivores
- Crayfish if we can get them
- Laser pointer or disco ball for penguins?
- Snake skins – animals who react strongly?
- Walking goats or sheep through predator exhibits
- Wool and other herbivore byproducts in exhibits.

**Other notes:** Need to have signs that warn people of feedings happening that might be disturbing.

**Tuesday, March 22****Demolition Derby**

- New barrels or other for Musk ox
- Rhino browse pile
- Pinatas for many – specific animals?
- Magazines and phone books for Mandrills
- Sea Otter feedings
- Tiger spring toy with cardboard box?
- Boxes and bags for sun bears?
- Hippos get watermelon
- New Hippo hanging log
- Giant tires for elephants, polar bears
- Hard hats for polar bears, etc.

**Wednesday, March 23****Spring Training**

- Tree roo training session
- Colobus/swamp monkey training session
- Penguin hand feeding
- Scheduled Rocky Coasts training session with interpreter
- Baseball Jerseys to Orangs
- Bat apples into Grizzly exhibit
- Elephant baseball?
- L'Hoest monkeys playing catch?
- "Spring"-y saplings for primates?
- Batting helmets for polar bears, etc.
- Batting helmet ice treats for cats (blood balls)

**Thursday, March 24****Construction Junction**

- Termite mound on chimp island
- Feeder devices for variety of species (sea otters, river otters, primates)
- Elephants moving logs?
- Tools/hardware for swamp monkeys
- Install climbing structure in an exhibit or two
- Install springy saplings for primates
- Giant tires for elephants, pbears
- Browse for Gerenuk
- Hard hats for pbears, etc.

**Friday, March 25****Beat the Heat Day**

- Ice treats for many – specific animals?
- Misters, sprinklers, etc. – specific animals?
- Snow – esp. polar bears, wolves?, ??
- Piles of ice for sea otters, etc.

2004 was a great year for events at the zoo.

increase attendance while using our existing resources

People are always thrilled when they see enrichment happening. So we thought, "why not schedule and publish some of those existing events?"

"The Zoo's Gone Wild"

radio stations to help promote it

great PR effort to get the word out,

and it was a huge success, with more than 60,000 visitors --- about 15,000 more people than came the year before.

Concerts

had fewer concerts, spent more on each one and made more money overall. Bill's did a great job hyping the fact that we have the longest running outdoor concert series in Portland.

ZooLights

1. Radio Sponsors: I renewed their contract for only one year instead of three, based on their performance.

2. We focused our print advertising

3. strategic PR timing

More than 100,000 people. Highest year before that was 84,000.

You can get involved with ZL - costumes

What we are planning for this year:

- spring break: volunteers and keeper staff have jumped in to make it even more fun for the animals and visitors.
- At the keepers' request, we expanded Packy's Birthday to be a two-day festival called "Elephantastic"
- We'd be glad to have any of you come out to help sing happy birthday to Packy on Saturday April 16<sup>th</sup>.
- 
- SpongeBob thrill ride, planning a costume character appearance in June, and hopefully working with Comcast to also produce the spongebob movie on the lawn on an evening in August.
- Concerts: high name value, list some, MC opportunities

Year		Attendance weekday	attendance premium	Attendance total	Premium Revenue	average revenue
2004	12 & 9	31,809	31,435	63,244	\$361,704	\$40,189.33
2003	14 & 12	34,537	25,836	60,373	\$166,804	\$13,900.33
2002	15 & 10	40,809	31,353	72,162	\$255,992	\$25,599.20
2001	17 & 9	47,429	25,053	72,482	\$244,099	\$27,122.11

#### ZooLights

	days	attendance	revenue
2004	29	101,496	
2003	29	71,890	\$126,127
2002	29	74,516	\$175,461
2001	30	70,705	\$77,787
2000	30	84,052	\$180,112
1999	30	73,146	
1998	27	46,528	

DATE	DAY	ARTIST
TBD	TBD	Taj Mahal
24-Jun	FRI	Lyle Lovett
1-Jul	FRI	
2-Jul	SAT	
3-Jul	SUN	
8-Jul	FRI	
9-Jul	SAT	John Hiatt & North Mississippi All Stars
10-Jul	SUN	Finn Brothers
* 15-Jul	FRI	Chris Isaak
16-Jul	SAT	ZOOLALA
17-Jul	SUN	
* 22-Jul	FRI	Suzanne Vega & Marc Cohn
23-Jul	SAT	CATERING
24-Jul	SUN	
29-Jul	FRI	Tears for Fears
30-Jul	SAT	CAMPAROO?
31-Jul	SUN	
5-Aug	FRI	Bruce Hornsby
* 6-Aug	SAT	Gipsy Kings
7-Aug	SUN	
11-Aug	THU	Los Lonely Boys
12-Aug	FRI	CATERING
13-Aug	SAT	
* 14-Aug	SUN	Pink Martini
16-Aug	TUE	CATERING
19-Aug	FRI	
20-Aug	SAT	
21-Aug	SUN	
* 26-Aug	FRI	Susan Tedeschi & Blind Boys of Alabama
27-Aug	SAT	
28-Aug	SUN	
2-Sep	FRI	
3-Sep	SAT	
4-Sep	SUN	

\* Confirmed

Please don't publish un-confirmed acts



**Nature in Neighborhoods  
Functional Plan**

Key Policy Issues

1. **Measure 37.** How should the functional plan address potential M37 claims? (See separate page)
2. **Water quality.** Should improving it be an explicit purpose of the plan?
3. **Incentive, Voluntary and Restoration Programs.** Prior drafts “encouraged” cities and counties to implement such programs. Should they be included in the functional plan to give them some “permanence”? Or should they be removed and discussed as part of the overall Nature in Neighborhoods program description?
4. **Alternative Compliance Option.**

5 basic options to comply:

- (1) Model ordinance;
- (2) Substantial compliance with Metro maps and performance standards and BMPs (Section 5);
- (3) Tualatin Basin program;
- (4) *Alternative approach that demonstrates that it will achieve the objectives and targets; and*
- (5) District plans (in addition to one of above options for rest of city or county).

Should Option (4) be provided at all? Instead, we could simply state that “substantial compliance” under this title may be achieved by a local jurisdiction if it can demonstrate that its programs are likely to achieve comparable results to jurisdictions that comply under options (1) through (3).

If Option (4) is provided, should substantial compliance be measured against all objectives and targets, or only against objectives and targets that apply to riparian areas? Should it include adaptive management requirements—i.e. that plans include internal amendment mechanisms if objectives and targets are not being met? What level of certainty should be required? Should cities and counties have extra reporting requirements?

5. **Relaxation of Title 1 Density/Capacity Requirements.**
  - As proposed, process would not require further approval by Metro—automatic;
  - Only areas on Metro Inventory Map (including upland habitat) and on an approved map would be eligible (could include local Goal 5 inventories if they were on a map that was deemed to be in substantial compliance); and
  - Only if necessary to protect habitat, and no more habitat may be developed than necessary, and requires remaining habitat to be protected.
6. **Compliance Timeline.** “Reasonable, timely and uniform.” Current draft follows standard compliance requirements: all land use decisions consistent within one year of acknowledgment, all comprehensive plans and implementing ordinances must comply within two years of acknowledgment.



## DRAFT

### 7. Performance Standards and Best Management Practices.

Here is an outline of the basic rules that will apply to Class I and II Riparian Habitat. The program's requirements are all significant policy questions:

- (1) Title 3 still applies.
- (2) Habitat-Friendly Development Practices are required, where practicable.
- (3) Natural area parks shall be managed to maintain and enhance habitat.
- (4) Trees shall be protected—and examples of approaches to do this are provided (i.e. some type of tree protection ordinance).
- (5) Invasive non-native vegetation prohibited, and may be removed at any time. Native vegetation is encouraged (but not required—so OK to plant non-invasive non-natives, like rhododendrons).
- (6) Routine repair, maintenance, and replacement of existing development is allowed, provided that it:
  - Complies with all other applicable development rules (local, state and federal law);
  - Is no closer to the water feature than previous development; and
  - Disturbed vegetation is replaced with like vegetation (i.e., natives replaced with natives, and other vegetation replaced with non-invasive vegetation, at minimum).
- (7) Habitat Conservation Areas. Must provide property owners with clear and objective development approval approach, consistent with Goal 5 rule, and then must provide discretionary approach based on HCA category, as follows:
  - High HCA: Avoid, Minimize, Mitigate (same standard as Title 3);
  - Moderate HCA: Minimize, Mitigate; and
  - Low HCA: Mitigate only.
- (8) Full Exemptions for:
  - Airport wildlife hazard areas; and
  - Existing residential properties, for all uses that would not previously had required any land use permit (e.g. building, grading or tree removal permit)
- (9) Partial Exemption for areas exempt under Title 3—only new requirement in those areas is that Habitat-Friendly Development Practices be used. We have received some input asking if these areas will be mapped as exempt. Mapping these areas would be a staff-intensive project that would be difficult to complete under the current timeline. Staff recommends that the “words control.”
- (10) Variances (see separate discussion regarding M37 issues)

**DRAFT**

- (11) Map verification/correction. Specific rules describe a three step process:
- (1) Confirm the inventory by locating the specific habitat features on the property (with a check to ensure they have not been altered since program adoption);
  - (2) Confirm the urban development value of the property, which could be different than established at the time the program was adopted if either:
    - a. The 2040 Design Type of the property has changed; or
    - b. The property is part of a major educational or health institution, which automatically raises its urban development value to "high." Representatives of institutions would like their facilities to be formally mapped, and for Metro to state that they shall be considered in the high urban development value category, rather than simply allowing local jurisdictions to treat them as high urban development value uses if the local jurisdiction so chooses (which is what the current draft provides).
  - (3) Cross-reference inventory with urban development value to establish where the High, Moderate or Low HCAs are on the property (or none at all).

## DRAFT

### Nature in Neighborhoods Functional Plan

#### Measure 37 Policy Questions

##### 1. Direction in Resolution No. 03-3506A

- Program shall not result in reductions in FMV of properties unless program provides source of funds to compensate property owners.
- Not the intent of previous statement to require compensation in any instance where M37 would not require compensation—i.e. all exceptions apply (e.g. rules implemented to protect health and safety or to comply with federal law are exempt under M37).

##### 2. Approach in current draft:

- Explicitly states goal of program is to increase fair market value of each property affected (by using more flexible development approaches such as allowing more intensive, but clustered, development; allowing less intensive development of properties than would otherwise be required under density rules; etc.).
- Requires cities and counties to include provisions intended to increase the fair market value of individual properties; and makes all other rules subject to that provision (this ostensibly means that, if the other rules would decrease the FMV of a property, then the rule would not apply).
- Variances—provides a procedure to allow a property owner to obtain a variance if the rules resulted in a loss in FMV of a property; process is a land use decision (i.e. appeals to LUBA—bringing these claims “within” the land use system, unlike M37 claims); only minimum variance necessary may be granted; includes waiver of future M37 claims based on functional plan; one incentive for property owners to use the variance procedure is that the variance could be transferred to future property owner (unlike M37 waiver).
- Incorporates concept that rules should not decrease property values without including any exceptions, and provides variance procedure to waive rules to the extent that they do reduce FMV of property; if a property owner chose not to apply for a variance, or rejected an offered variance because the owner believed it was insufficient, and instead filed a M37 claim, then a city or county (or Metro) could still assert that the entire program was exempt under the “comply with federal rules” exception.

##### 3. Alternative approach:

- Be generally silent within the functional plan (but address as part of the overall program description) as to the program’s effect on FMV—address M37 claims as they arise under the terms of the measure, either compensating or waiving the rules on a case-by-case basis. This would still allow Metro or a local government to assert M37 exceptions regarding all claims—i.e. argument that program was implemented to protect health/safety or to comply with TMDL Rule.

## Nature in the Neighborhoods

### Program Report Outline

3/1/05

- I. Purpose and background
  - A. Why it is important to protect fish and wildlife habitat and water quality in an urban area
  - B. Metro's role and policy background for protecting nature in our neighborhoods
    - i. Shared responsibility and collaborative efforts
    - ii. Regional Framework Plan, RUGGOs, Future Vision all provide guidance and history for protecting and restoring habitat within the Metro region
    - iii. Program developed consistently with State Land Use Planning Goal 5, three-step process
    - iv. Protecting and restoring fish and wildlife habitat also improves water quality
    - v. Many jurisdictions already have programs in place, Metro's intent is to add value and consistency to fish and wildlife habitat protection and restoration throughout the region
- II. Outcomes and targets
  - A. MPAC Vision Statement guides program development
  - B. Four performance objectives
    - Preserve and improve streamside, wetland and floodplain habitat and their connections.
    - Preserve large areas of contiguous habitat and avoid fragmentation.
    - Preserve and improve connections between riparian corridors and upland habitat.
    - Preserve and improve unique and at-risk habitats (habitats of concern).
    - i. Motivate and inspire individual actions and broadly-supported cooperative efforts to preserve and restore habitat
    - ii. Provide guidance for monitoring
    - iii. Potentially help identify target areas for acquisition
  - C. Two implementation objectives
    - Increase the use of habitat-friendly development.
    - Increase restoration and mitigation actions to compensate for adverse effects of new and existing development on ecological function.
    - i. Guide efforts to minimize impacts of existing and new development on habitat and water quality
- III. Program elements
  - A. Metro collaborates with the people, businesses and governments in the region to protect our rivers, streams and fish and wildlife habitat for future generations

- i. Program depends on broad-based support and shared responsibility to successfully meet the region's performance objectives
  - ii. This program is intended to result in:
    - a. A substantial portion of inventoried streamside habitat and associated wetlands and floodplains is preserved and enhanced, maintaining some connections to upland wildlife habitat, levels of protection are varied by urban development value.
    - b. All inventoried streams are provided with a core area of protection to maintain water quality, preserve some streamside habitat, and provide wildlife movement corridors along streams.
    - c. Development in streamside fish and wildlife habitat areas minimally impacts hydrology, water quality, and helps preserve vegetative cover.
    - d. Upland habitat areas are protected through voluntary and incentive based programs.
- B. Voluntary, incentive-based program for all regionally significant habitats**
- i. Metro is taking a leadership role by focusing on several voluntary, incentive-based efforts to protect and restore habitat
  - ii. Raise the level of education and awareness of habitat protection needs by capitalizing on existing programs, expanding levels of investment, and developing new partnerships.
  - iii. Provide technical assistance to existing homeowners, developers, and city and county staff to promote habitat-friendly development practices directly and through partnerships.
  - iv. Support individual, non-profit, and agency sponsored restoration and conservation efforts in all watersheds.
  - v. Promote incentives for habitat protection and conservation.
  - vi. Develop a bond measure to acquire and restore regionally significant habitat.
- C. Development requirements for streamside, wetland, and undeveloped floodplain habitats**
- i. Streamside habitat areas are the most valuable, vulnerable, and in some cases well protected habitats in Metro's habitat inventory
  - ii. Development that occurs in these areas should be required to use habitat-friendly practices to maintain ecological functions for habitat and to preserve water quality
  - iii. The most valuable streamside habitats that are not already developed or well-protected would be subject to the following requirements:
    - a. Establishment of High, Moderate, and Low Habitat Emphasis Areas, depending on habitat quality and urban development value.
    - b. Habitat-friendly development practices such as clustering, density relaxation, and on-site stormwater management.

- c. Expansion of existing water quality provisions to encompass the complete streamside habitats identified in Metro's inventory. The provisions include a requirement to first avoid habitat, then minimize development impacts, and last to mitigate for lost habitat function. The provisions would be applied to reflect the High, Moderate or Low Habitat Emphasis Area status, for example, in Low Habitat Emphasis Areas only the mitigate requirement would apply.
    - d. Requirements are intended to increase the value of property by allowing development to occur while preserving habitat and ecological function. However, a variance process is included in the rare circumstance when the fair market value of a property is decreased.
  - D. Program to include Class A and B upland habitats in future urban growth boundary expansion areas
    - i. Consistent with Metro Council direction, Class A and B upland habitats in areas brought into the urban growth boundary in the future will be covered by the development requirements described for streamside habitats within the existing urban growth boundary
    - ii. An inventory of fish and wildlife habitat may need to be conducted for these lands in the future
  - E. Monitoring and reporting
    - i. Metro is in a unique position to take a leadership role in monitoring progress towards regional habitat objectives and also coordinating data collection throughout the region.
    - ii. Metro will take the following actions:
      - a. Improve baseline data on existing habitat conditions to enable monitoring of the region's progress in achieving fish and wildlife habitat objectives and water quality goals
      - b. Coordinate with other departments and agencies collecting data to improve exchange of information and consistency
      - c. Participate on state and local task forces to share information on restoration and monitoring results
      - d. Apply for additional grant funding to support monitoring programs
    - iii. Metro will also work with cities and counties to coordinate reporting of restoration, mitigation, and data collection projects related to fish and wildlife habitat and water quality
- IV. Expectations and responsibilities
  - A. Residents of the Metro area
    - i. We all have a part to play if we want our children and grandchildren to enjoy the natural environment we have today
    - ii. Existing development plays the largest role in habitat provision and degradation

iii. Change practices and behaviors to protect and restore habitat, and minimize impact of daily activities

**B. Builders and developers**

- i. New development and redevelopment in habitat areas has significant impact
- ii. Habitat-friendly development practices are both socially responsible and generally economically beneficial
- iii. Work with clients and peers to incorporate habitat-friendly development practices everywhere, not just in regionally significant habitat areas

**C. Businesses**

- i. Existing businesses can play an important role in restoration, education, and modeling habitat-friendly behaviors
- ii. Many new businesses locate in the Portland area based on the high quality of life we enjoy – this is significantly impacted by the availability of urban natural areas and clean water

**D. Cities and counties**

- i. City and county governments have many public facilities where habitat-friendly development practices can be showcased
- ii. Innovative incentive-based habitat protection and restoration approaches can improve a community's attraction for residents and businesses
- iii. Partnerships and collaborations across boundaries and especially within watersheds can improve ecological success and minimize expenditures with shared resources
- iv. Residents who become involved in a community through habitat restoration activities may become more active community participants

**E. Metro**

- i. Metro is in a unique position to take a leadership role developing broad-based support for incentives, monitoring progress, and providing technical assistance
- ii. Metro can serve as a resource to residents, developers, businesses, cities and counties and is in a position to share information amongst interest groups
- iii. Metro has existing habitat stewardship programs to build on that can be sharpened and potentially made available to more people through collaboration and resource sharing

**V. Appendices**

**A. Vision Statement**

**B. Tools Summary**