

## Council meeting agenda

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Thursday, December 15, 2016

2:00 PM

Metro Regional Center, Council Chamber

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### AGENDA REVISED 12/15/16

**1. Call to Order and Roll Call**

**2. Citizen Communication**

**3. Presentations**

- 3.1 Parks and Nature Annual Report [16-0112](#)

Presenter(s): Brian Kennedy, Metro

Attachments: [Parks and Nature Annual Report](#)  
[PowerPoint: Parks and Nature Annual Report](#)

**4. Consent Agenda**

- 4.1 Resolution No. 16-4759, For the Purpose of Approving a [RES 16-4759](#)  
Distributed Antenna System License Agreement at the  
Oregon Convention Center

Attachments: [Resolution No. 16-4759](#)  
[Exhibit A to Resolution No. 16-4759](#)  
[Staff Report](#)

- 4.2 Consideration of the Council Meeting Minutes for [16-0120](#)  
December 1, 2016

Attachments: [Council Meeting Minutes for December 1, 2016](#)

**5. Ordinances (First Reading and Public Hearing)**

- 5.1 Ordinance No. 16-1391, For the Purpose of Annexing to [ORD 16-1391](#)  
the Metro District Boundary Approximately 29.78 Acres  
Located South of SW 161st Avenue and West of SW Finis  
Lane in the River Terrace Area of Tigard

Presenter(s): Tim O'Brien, Metro

Attachments: [Ordinance No. 16-1391](#)  
[Exhibit A to Ordinance No. 16-1391](#)  
[Staff Report](#)  
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- 5.1.1 Public Hearing for Ordinance No. 16-1391

- 5.2 Ordinance No. 16-1392, For the Purpose of Annexing to [ORD 16-1392](#)  
the Metro District Boundary Approximately 33.68 Acres  
Located Near SE Century Boulevard and SW 209th Avenue  
in South Hillsboro

Presenter(s): Tim O'Brien, Metro

Attachments: [Ordinance No. 16-1392](#)  
[Exhibit A to Ordinance No. 16-1392](#)  
[Staff Report](#)  
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- 5.2.1 Public Hearing for Ordinance No. 16-1392

**6. Chief Operating Officer Communication**

**7. Councilor Communication**

**8. Adjourn**

## Metro respects civil rights

Metro fully complies with Title VI of the Civil Rights Act of 1964 and related statutes that ban discrimination. If any person believes they have been discriminated against regarding the receipt of benefits or services because of race, color, national origin, sex, age or disability, they have the right to file a complaint with Metro. For information on Metro's civil rights program, or to obtain a discrimination complaint form, visit [www.oregonmetro.gov/civilrights](http://www.oregonmetro.gov/civilrights) or call 503-797-1536. Metro provides services or accommodations upon request to persons with disabilities and people who need an interpreter at public meetings. If you need a sign language interpreter, communication aid or language assistance, call 503-797-1890 or TDD/TTY 503-797-1804 (8 a.m. to 5 p.m. weekdays) 5 business days before the meeting. All Metro meetings are wheelchair accessible. For up-to-date public transportation information, visit TriMet's website at [www.trimet.org](http://www.trimet.org).

### Thông báo về sự Metro không kỳ thị của

Metro tôn trọng dân quyền. Muốn biết thêm thông tin về chương trình dân quyền của Metro, hoặc muốn lấy đơn khiếu nại về sự kỳ thị, xin xem trong [www.oregonmetro.gov/civilrights](http://www.oregonmetro.gov/civilrights). Nếu quý vị cần thông dịch viên ra dấu bằng tay, trợ giúp về tiếp xúc hay ngôn ngữ, xin gọi số 503-797-1890 (từ 8 giờ sáng đến 5 giờ chiều vào những ngày thường) trước buổi họp 5 ngày làm việc.

### Повідомлення Metro про заборону дискримінації

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### Metro 的不歧视公告

尊重民權。欲瞭解Metro民權計畫的詳情，或獲取歧視投訴表，請瀏覽網站 [www.oregonmetro.gov/civilrights](http://www.oregonmetro.gov/civilrights)。如果您需要口譯方可參加公共會議，請在會議召開前5個營業日撥打503-797-1890（工作日上午8點至下午5點），以便我們滿足您的要求。

### Ogeysiiska takooris la'aanta ee Metro

Metro waxay ixtiraamtaa xuquuqda madaniga. Si aad u heshid macluumaad ku saabsan barnaamijka xuquuqda madaniga ee Metro, ama aad u heshid warqadda ka cabashada takoorista, booqo [www.oregonmetro.gov/civilrights](http://www.oregonmetro.gov/civilrights). Haddii aad u baahan tahay turjubaan si aad uga qaybqaadatid kullan dadweyne, wac 503-797-1890 (8 gallinka hore illaa 5 gallinka dambe maalmaha shaqada) shan maalmo shaqo ka hor kullanka si loo tixgaliyo codsashadaada.

### Metro의 차별 금지 관련 통지서

Metro의 시민권 프로그램에 대한 정보 또는 차별 항의서 양식을 얻으려면, 또는 차별에 대한 불만을 신고 할 수 [www.oregonmetro.gov/civilrights](http://www.oregonmetro.gov/civilrights). 당신의 언어 지원이 필요한 경우, 회의에 앞서 5 영업일 (오후 5시 주중에 오전 8시) 503-797-1890를 호출합니다.

### Metro의 差別禁止通知

Metroでは公民権を尊重しています。Metroの公民権プログラムに関する情報について、または差別苦情フォームを入手するには、[www.oregonmetro.gov/civilrights](http://www.oregonmetro.gov/civilrights)。までお電話ください公開会議で言語通訳を必要とされる方は、Metroがご要望に対応できるよう、公開会議の5営業日前までに503-797-1890（平日午前8時～午後5時）までお電話ください。

### សេចក្តីជូនដំណឹងអំពីការមិនរើសអើងរបស់ Metro

ការគោរពសិទ្ធិពលរដ្ឋរបស់ ។ សំរាប់ព័ត៌មានអំពីកម្មវិធីសិទ្ធិពលរដ្ឋរបស់ Metro ឬដើម្បីទទួលបានការបណ្តឹងរើសអើងសូមចូលទស្សនាគេហទំព័រ [www.oregonmetro.gov/civilrights](http://www.oregonmetro.gov/civilrights)។ បើលោកអ្នកត្រូវការអ្នកបកប្រែភាសានៅពេលអង្គប្រជុំសាធារណៈ សូមទូរស័ព្ទមកលេខ 503-797-1890 (ម៉ោង 8 ព្រឹកដល់ម៉ោង 5 ល្ងាច ថ្ងៃធ្វើការ) ប្រាំពីរថ្ងៃ មុនថ្ងៃប្រជុំដើម្បីអាចឲ្យគេសម្រួលតាមសំណើរបស់លោកអ្នក។

### إشعار بعدم التمييز من Metro

تحتزم Metro الحقوق المدنية. للمزيد من المعلومات حول برنامج Metro للحقوق المدنية أو لإيداع شكوى ضد التمييز، يرجى زيارة الموقع الإلكتروني [www.oregonmetro.gov/civilrights](http://www.oregonmetro.gov/civilrights). إن كنت بحاجة إلى مساعدة في اللغة، يجب عليك الاتصال مقدماً برقم الهاتف 503-797-1890 (من الساعة 8 صباحاً حتى الساعة 5 مساءً، أيام الاثنين إلى الجمعة) قبل خمسة (5) أيام عمل من موعد الاجتماع.

### Paunawa ng Metro sa kawalan ng diskriminasyon

Iginagalang ng Metro ang mga karapatang sibil. Para sa impormasyon tungkol sa programa ng Metro sa mga karapatang sibil, o upang makakuha ng porma ng reklamo sa diskriminasyon, bisitahin ang [www.oregonmetro.gov/civilrights](http://www.oregonmetro.gov/civilrights). Kung kailangan ninyo ng interpreter ng wika sa isang pampublikong pulong, tumawag sa 503-797-1890 (8 a.m. hanggang 5 p.m. Lunes hanggang Biyernes) lima araw ng trabaho bago ang pulong upang mapagbigyan ang inyong kahilingan. Notificación de no discriminación de Metro.

### Notificación de no discriminación de Metro

Metro respeta los derechos civiles. Para obtener información sobre el programa de derechos civiles de Metro o para obtener un formulario de reclamo por discriminación, ingrese a [www.oregonmetro.gov/civilrights](http://www.oregonmetro.gov/civilrights). Si necesita asistencia con el idioma, llame al 503-797-1890 (de 8:00 a. m. a 5:00 p. m. los días de semana) 5 días laborales antes de la asamblea.

### Уведомление о недопущении дискриминации от Metro

Metro уважает гражданские права. Узнать о программе Metro по соблюдению гражданских прав и получить форму жалобы о дискриминации можно на веб-сайте [www.oregonmetro.gov/civilrights](http://www.oregonmetro.gov/civilrights). Если вам нужен переводчик на общественном собрании, оставьте свой запрос, позвонив по номеру 503-797-1890 в рабочие дни с 8:00 до 17:00 и за пять рабочих дней до даты собрания.

### Avizul Metro privind nediscriminare

Metro respectă drepturile civile. Pentru informații cu privire la programul Metro pentru drepturi civile sau pentru a obține un formular de reclamație împotriva discriminării, vizitați [www.oregonmetro.gov/civilrights](http://www.oregonmetro.gov/civilrights). Dacă aveți nevoie de un interpret de limbă la o ședință publică, sunați la 503-797-1890 (între orele 8 și 5, în timpul zilelor lucrătoare) cu cinci zile lucrătoare înainte de ședință, pentru a putea să vă răspunde în mod favorabil la cerere.

### Metro txoj kev ntxub ntxaug daim ntawv ceeb toom

Metro tributes cai. Rau cov lus qhia txog Metro txoj cai kev pab, los yog kom sau ib daim ntawv tsis txaus siab, mus saib [www.oregonmetro.gov/civilrights](http://www.oregonmetro.gov/civilrights). Yog hais tias koj xav tau lus kev pab, hu rau 503-797-1890 (8 teev sawv ntxov txog 5 teev tsaus ntuj weekdays) 5 hnub ua hauj lwm ua ntej ntawm lub rooj sib tham.

**Television schedule for June 16, 2016 Metro Council meeting**

<b>Clackamas, Multnomah and Washington counties, and Vancouver, WA</b> Channel 30 – Community Access Network <i>Web site:</i> <a href="http://www.tvctv.org">www.tvctv.org</a> <i>Ph:</i> 503-629-8534 Call or visit web site for program times.	<b>Portland</b> Channel 30 – Portland Community Media <i>Web site:</i> <a href="http://www.pcmtv.org">www.pcmtv.org</a> <i>Ph:</i> 503-288-1515 Call or visit web site for program times.
<b>Gresham</b> Channel 30 - MCTV <i>Web site:</i> <a href="http://www.metroeast.org">www.metroeast.org</a> <i>Ph:</i> 503-491-7636 Call or visit web site for program times.	<b>Washington County and West Linn</b> Channel 30– TVC TV <i>Web site:</i> <a href="http://www.tvctv.org">www.tvctv.org</a> <i>Ph:</i> 503-629-8534 Call or visit web site for program times.
<b>Oregon City and Gladstone</b> Channel 28 – Willamette Falls Television <i>Web site:</i> <a href="http://www.wftvmedia.org/">http://www.wftvmedia.org/</a> <i>Ph:</i> 503-650-0275 Call 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 [www.oregonmetro.gov](http://www.oregonmetro.gov) and click on public comment opportunities.



## Council meeting agenda

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Thursday, December 15, 2016

2:00 PM

Metro Regional Center, Council Chamber

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**1. Call to Order and Roll Call**

**2. Citizen Communication**

**3. Presentations**

- 3.1 Parks and Nature Annual Report [16-0112](#)

Presenter(s): Brian Kennedy, Metro

Attachments: [Parks and Nature Annual Report](#)

**4. Consent Agenda**

- 4.1 Resolution No. 16-4759, For the Purpose of Approving a Distributed Antenna System License Agreement at the Oregon Convention Center [RES 16-4759](#)

Attachments: [Resolution No. 16-4759](#)  
[Exhibit A to Resolution No. 16-4759](#)  
[Staff Report](#)

- 4.2 Consideration of the Council Meeting Minutes for December 1, 2016 [16-0120](#)

**5. Resolutions**

- 5.1 Resolution No. 16-4755, For the Purpose of Metro Council's Acceptance of the Results of the Independent Audit for Financial Activity During Fiscal Year Ending June 30, 2016

[RES 16-4755](#)

Presenter(s): Brian Evans, Metro

Attachments: [Resolution No. 16-4755](#)  
[Staff Report to Resolution No. 16-4755](#)  
[Attachment A to Staff Report](#)  
[Attachment B to Staff Report](#)  
[Attachment C to Staff Report](#)  
[Attachment D to Staff Report](#)  
[Attachment E to Staff Report](#)

**6. Ordinances (First Reading and Public Hearing)**

- 6.1 Ordinance No. 16-1391, For the Purpose of Annexing to the Metro District Boundary Approximately 29.78 Acres Located South of SW 161st Avenue and West of SW Finis Lane in the River Terrace Area of Tigard

[ORD 16-1391](#)

Presenter(s): Tim O'Brien, Metro

Attachments: [Ordinance No. 16-1391](#)  
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- 6.1.1 Public Hearing for Ordinance No. 16-1391

- 6.2 Ordinance No. 16-1392, For the Purpose of Annexing to the Metro District Boundary Approximately 33.68 Acres Located Near SE Century Boulevard and SW 209th Avenue in South Hillsboro

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**7. Chief Operating Officer Communication**

**8. Councilor Communication**

**9. Adjourn**

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ការគោរពសិទ្ធិពលរដ្ឋរបស់ ។ សំរាប់ព័ត៌មានអំពីកម្មវិធីសិទ្ធិពលរដ្ឋរបស់ Metro ឬដើម្បីទទួលបានការបណ្តឹងរើសអើងសូមចូលទស្សនាគេហទំព័រ [www.oregonmetro.gov/civilrights](http://www.oregonmetro.gov/civilrights)។ បើលោកអ្នកត្រូវការអ្នកបកប្រែភាសានៅពេលអង្គប្រជុំសាធារណៈ សូមទូរស័ព្ទមកលេខ 503-797-1890 (ម៉ោង 8 ព្រឹកដល់ម៉ោង 5 ល្ងាច ថ្ងៃធ្វើការ) ប្រាំពីរថ្ងៃ មុនថ្ងៃប្រជុំដើម្បីអាចឲ្យគេសម្រួលតាមសំណើរបស់លោកអ្នក។

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Iginagalang ng Metro ang mga karapatang sibil. Para sa impormasyon tungkol sa programa ng Metro sa mga karapatang sibil, o upang makakuha ng porma ng reklamo sa diskriminasyon, bisitahin ang [www.oregonmetro.gov/civilrights](http://www.oregonmetro.gov/civilrights). Kung kailangan ninyo ng interpreter ng wika sa isang pampublikong pulong, tumawag sa 503-797-1890 (8 a.m. hanggang 5 p.m. Lunes hanggang Biyernes) lima araw ng trabaho bago ang pulong upang mapagbigyan ang inyong kahilingan. Notificación de no discriminación de Metro.

### Notificación de no discriminación de Metro

Metro respeta los derechos civiles. Para obtener información sobre el programa de derechos civiles de Metro o para obtener un formulario de reclamo por discriminación, ingrese a [www.oregonmetro.gov/civilrights](http://www.oregonmetro.gov/civilrights). Si necesita asistencia con el idioma, llame al 503-797-1890 (de 8:00 a. m. a 5:00 p. m. los días de semana) 5 días laborales antes de la asamblea.

### Уведомление о недопущении дискриминации от Metro

Metro уважает гражданские права. Узнать о программе Metro по соблюдению гражданских прав и получить форму жалобы о дискриминации можно на веб-сайте [www.oregonmetro.gov/civilrights](http://www.oregonmetro.gov/civilrights). Если вам нужен переводчик на общественном собрании, оставьте свой запрос, позвонив по номеру 503-797-1890 в рабочие дни с 8:00 до 17:00 и за пять рабочих дней до даты собрания.

### Avizul Metro privind nediscriminarea

Metro respectă drepturile civile. Pentru informații cu privire la programul Metro pentru drepturi civile sau pentru a obține un formular de reclamație împotriva discriminării, vizitați [www.oregonmetro.gov/civilrights](http://www.oregonmetro.gov/civilrights). Dacă aveți nevoie de un interpret de limbă la o ședință publică, sunați la 503-797-1890 (între orele 8 și 5, în timpul zilelor lucrătoare) cu cinci zile lucrătoare înainte de ședință, pentru a putea să vă răspunde în mod favorabil la cerere.

### Metro txoj kev ntxub ntxaug daim ntawv ceeb toom

Metro tributes cai. Rau cov lus qhia txog Metro txoj cai kev pab, los yog kom sau ib daim ntawv tsis txaus siab, mus saib [www.oregonmetro.gov/civilrights](http://www.oregonmetro.gov/civilrights). Yog hais tias koj xav tau lus kev pab, hu rau 503-797-1890 (8 teev sawv ntxov txog 5 teev tsaus ntuj weekdays) 5 hnub ua hauj lwm ua ntej ntawm lub rooj sib tham.

**Television schedule for June 16, 2016 Metro Council meeting**

<b>Clackamas, Multnomah and Washington counties, and Vancouver, WA</b> Channel 30 – Community Access Network <i>Web site:</i> <a href="http://www.tvctv.org">www.tvctv.org</a> <i>Ph:</i> 503-629-8534 Call or visit web site for program times.	<b>Portland</b> Channel 30 – Portland Community Media <i>Web site:</i> <a href="http://www.pcmtv.org">www.pcmtv.org</a> <i>Ph:</i> 503-288-1515 Call or visit web site for program times.
<b>Gresham</b> Channel 30 - MCTV <i>Web site:</i> <a href="http://www.metroeast.org">www.metroeast.org</a> <i>Ph:</i> 503-491-7636 Call or visit web site for program times.	<b>Washington County and West Linn</b> Channel 30– TVC TV <i>Web site:</i> <a href="http://www.tvctv.org">www.tvctv.org</a> <i>Ph:</i> 503-629-8534 Call or visit web site for program times.
<b>Oregon City and Gladstone</b> Channel 28 – Willamette Falls Television <i>Web site:</i> <a href="http://www.wftvmedia.org/">http://www.wftvmedia.org/</a> <i>Ph:</i> 503-650-0275 Call 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 [www.oregonmetro.gov](http://www.oregonmetro.gov) and click on public comment opportunities.

Agenda Item No. 3.1

**PARKS AND NATURE ANNUAL REPORT**

*Presentations*

Metro Council Meeting  
Thursday, December 15, 2016  
Metro Regional Center, Council Chamber





Metro

# Parks and Nature

2015–16 Annual Report

## Building on Metro's unique park system – with nature at its heart

Ask anybody in the greater Portland region what makes this place special, and many people will mention nature and opportunities to enjoy the outdoors.

Metro operates a unique park system, one with nature at its heart. Thanks to two decades of voter investments, Metro manages 17,000 acres of parks, trails and natural areas across every community in the region – from Chehalem Ridge on the west to the Sandy River Gorge on the east, from Blue Lake and Smith and Bybee Wetlands on the north to Graham Oaks on the south.

In 2015, Metro celebrated its 25th year as a parks provider. After creating a world-class regional parks and nature system, the natural next step was to develop a long-term strategic plan to guide the future of the treasured regional network.

The Parks and Nature System Plan, approved by the Metro Council in February 2016, lays out Metro's mission and role, the state of the portfolio, trends that will shape this work and a slate of strategies to guide the future. By providing clarity on Metro's direction, the plan is intended to support Metro's partners and strengthen relationships – complementing the broader regional network of parks, trails and natural areas.

Since the plan was approved, Metro has been working to bring it to life, focusing on conserving natural resources, developing and operating welcoming and inclusive parks and incorporating equity across the Parks and Nature portfolio.

The plan also provides strategic direction in investing the money that voters have approved through two regional bond

measures and a levy – more than \$400 million to date – to protect water quality, fish and wildlife habitat, and provide people with opportunities to experience nature close to home.

To see the impact of these investments and the opportunities ahead, listen to the stories from people on the ground. Learn more about how your tax dollars were spent from July 2015 to June 2016 to return a former gravel mine to its wild roots, provide opportunities for diverse communities to access nature, make much-needed improvements to popular parks – and much more.

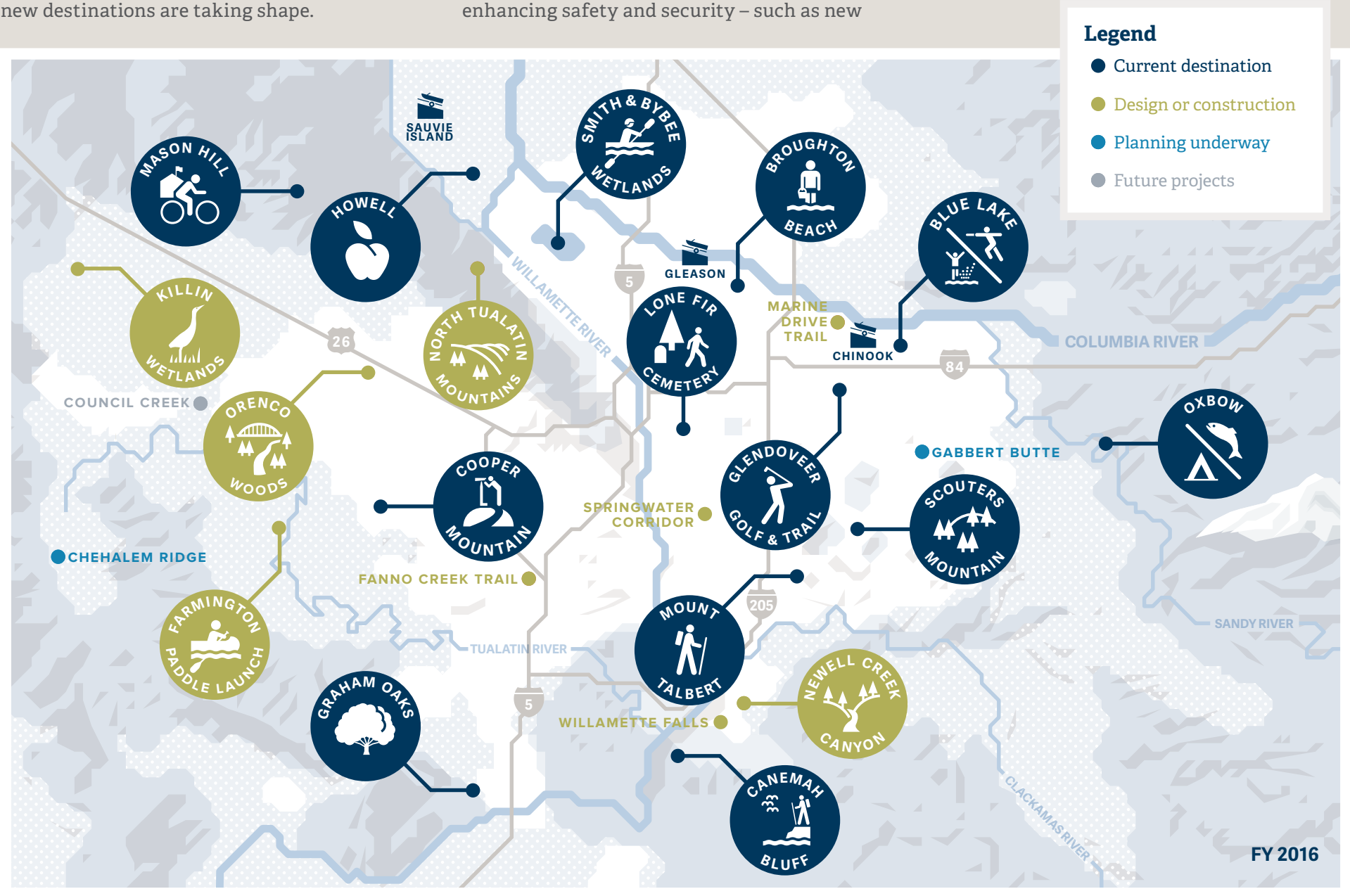


# Access to nature

Metro is expanding opportunities to hike, explore, see wildlife and learn about the landscape at voter-protected natural areas. From Newell Creek Canyon to Killin Wetlands, new destinations are taking shape.

Work is also underway to improve parks and facilities that more than 1.3 million visitors a year already enjoy. Projects focus on upgrading aging facilities, improving sustainability, and enhancing safety and security – such as new

boat docks at Chinook Landing, new restrooms and entryway at Blue Lake and a safe, scenic overlook at Canemah Bluff.



# Diversity, equity and inclusion

Metro's park system will be truly successful only if everybody in the community feels welcome in the outdoors and can reap the health rewards and other benefits of nature.

Thanks in particular to money from the 2013 levy, Metro is providing more nature programming to underrepresented communities, planning more inclusive parks, working to support more minority-owned, women-owned and emerging small businesses – and more.

In the first year of the levy, a new effort called Partners in Nature piloted projects with several groups to co-create relevant programming tailored to each community. These programs provided guided opportunities for diverse community members to enjoy the outdoors, introduced young people to potential careers in conservation, and nurtured a growing comfort and passion for nature. Partners in Nature continues to grow, with several new partnerships kicking off during 2015 and 2016.

Another initiative called Connect to Nature is contracting with Verde, a community-based organization, to develop a new approach to designing parks that are welcoming to diverse communities. It's getting a tryout starting in 2016 as Metro and the City of Gresham launch an effort to plan for public access at Gabbert Butte.



## Partnership with Centro Cultural helps shape Chehalem Ridge, connect Latinos with nature

On Chehalem Ridge, high above Gaston, nine people stand in tall grass. Their eyes are closed, palms raised and fingers outspread. Each time they hear a sound, they fold one finger down. After 10 sounds they open their eyes and gaze at the blue hills in the distance.

Finally, their tour guide, Juan Carlos Gonzalez, breaks the silence. “What did you hear?”

Three different kinds of bird. The wind through the grass. Someone cracking their knuckles.

Gonzalez is development director at Centro Cultural de Washington County, an education, social services and economic development nonprofit that is helping Metro bring the Latino community into the planning process

for a future nature park at Chehalem Ridge, a 1,200-acre site 15 minutes south of Forest Grove. In summer and fall 2016, Centro leaders are offering bilingual tours of the site and leading other outreach efforts with the Latino community.

The work with Centro Cultural is just one of a number of collaborations through Partners in Nature, Metro's program with culturally specific organizations throughout the region to better connect diverse communities with nature. The partnership will help make Chehalem Ridge more welcoming to the region's increasingly diverse residents. At the same time, it will help Centro Cultural build capacity and allow staff to gain experience and expertise in engaging the community.

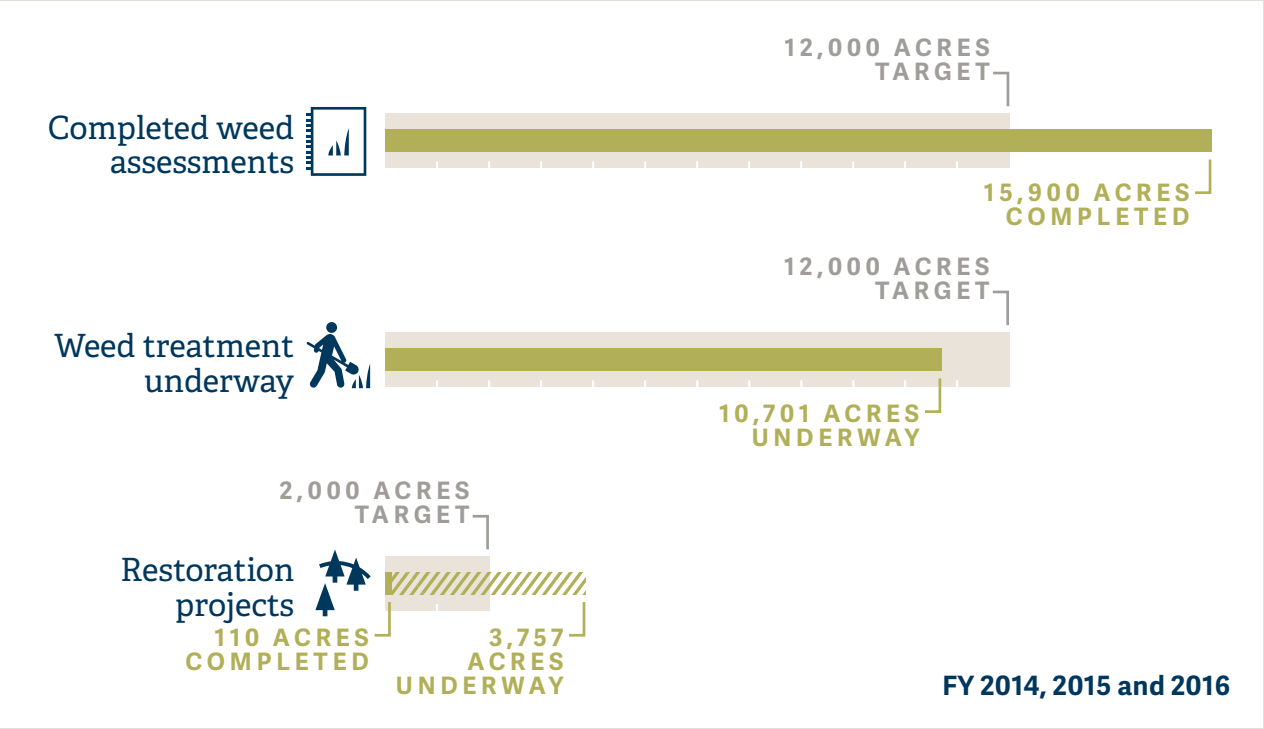


# Restoration and maintenance

At the core of Metro’s parks and nature mission is protecting water quality and fish and wildlife habitat.

About half of the money from the 2013 levy is dedicated to protecting water quality and habitat, including controlling invasive weeds, boosting native plants and animals, and improving habitat for fish and wildlife.

After Metro acquires a property, a stabilization plan is drawn up as the first step of the restoration process. Invasive weeds start getting treated. After stabilization, a site conservation plan is developed to restore a site to its natural state. Restoration work can take years to complete, after which a site transitions to long-term maintenance.



## River Island restoration helps the Clackamas River heal

Four great blue herons interrupted the stillness of a blazing summer afternoon on the Clackamas River, their giant wings flapping gracefully off into the horizon. A whitetail dragonfly flitted about, dancing and weaving through waist-high grasses.

The scene seemed straight out of a nature documentary, except for two hints suggesting otherwise. The dry, cracked riverbed on one side hearkened to a former life of the river, a life abruptly ended. On the other side of the river, a little ways upstream, came the faint mechanical noises of two excavators, hard at work building a new future for this area.

Decades of gravel mining and devastating floodwaters in 1996 changed the course of the Clackamas River and left their mark on River Island, a 240-acre natural area just upstream from Barton Park. Metro acquired the main part of the site in 1999 and added to it over the years with money from Metro’s two voter-approved bond measures. In summer 2015, work began on a two-year, large-scale restoration effort that will return River Island to a more natural, healthier state and help improve water quality in a river that provides drinking water to nearly 400,000 people.

In summer 2015, restoration work on the south side of the river included removing concrete and asphalt from the riverbank, creating

essential habitat for fish and decommissioning two sections of gravel roads close to the water.

Work continued throughout the winter with the planting of native trees and shrubs. In summer 2016, crews began to restore the natural area on the north side of the river.

“This restoration project will not only benefit fish and wildlife, but also people,” said Brian Vaughn, a senior natural resources scientist at Metro who is leading the River Island restoration project. “Fish need logs and boulders and places to hide to get away from predators and to find food and shelter. The river is also a scenic corridor, and rafters and boaters who use this section of the river will see an improved shoreline and healthy riparian forest.”

River Island also includes significant open water ponds, oak savanna and upland forest habitat that support Western painted turtles, bald eagles, deer, and a variety of birds and wildlife.

Over the years, crews treated invasive weeds and stabilized the site. Metro’s voter-approved bond and levy, along with grant funding, have made it possible to pursue a large-scale restoration project.

The project is possible thanks to partnerships with the Clackamas River Basin Council, Oregon Department of Fish and Wildlife, U.S. Forest Service, Portland General Electric and others.



# Nature education and volunteering

There’s more to parks and nature than just native plants and wildlife – it’s the people who make truly special, memorable places. Providing meaningful experiences for people of all races, ages and abilities to connect with nature is critical to nurture the next generation of conservation leaders.

Thanks to money from voter investments, expanded nature education programming has provided groups and individuals more opportunities to learn from Metro naturalists, including school field trips, free guided nature walks, survival skills classes and other activities.

Volunteering also helps people build connections with the nature around them.



## Graham Oaks provides habitat for pollinators – and students

Early on a spring morning, first-grade students filed out from Boones Ferry Primary School for a field trip to the park they visit monthly. But for these students, it doesn’t take a bus to get there – Graham Oaks Nature Park is located right next to their school.

Because the school and nature park are so close, Metro and the West Linn-Wilsonville School District have partnered to use Graham Oaks as an educational environment for the students, where they can explore and participate in service learning projects regularly.

“We’ve been doing stuff throughout the year,” said Bonnie Shoffner, volunteer coordinator for Metro. “At our last monthly field trip, they planted native shrubs in a hedgerow for pollinators.”

On this visit, the students, teachers and parent-helpers gave those pollinators houses.

“Mason bees typically would be in hollow stems of bushes and trees,” Shoffner said. “But because they need a little help, people put wooden boxes out with holes in them.”

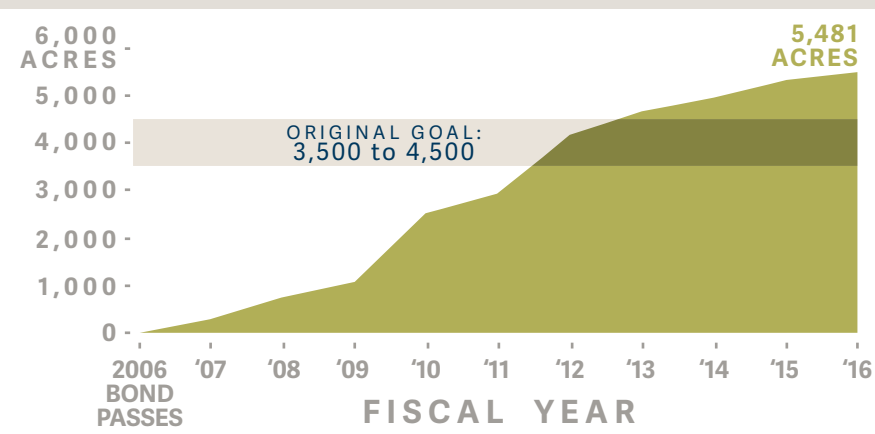
As the kids got into groups, the adults nailed the boards and boxes to snags near the hedgerow. The students also learned about the life cycle of plants and sang a song to remember the parts of insects.

Rachael Romanouk, 7, has high hopes for the bees. “They might be cute! I love cute things,” she said. Rachael was also pleased to hear that mason bees rarely sting.

Graham Oaks provides an excellent learning opportunity for the students, who benefit from participating in restoration projects at the park, said Bob Carlson, director of the West Linn-Wilsonville School District’s Center for Research in Environmental Sciences and Technologies – which is next to the park.

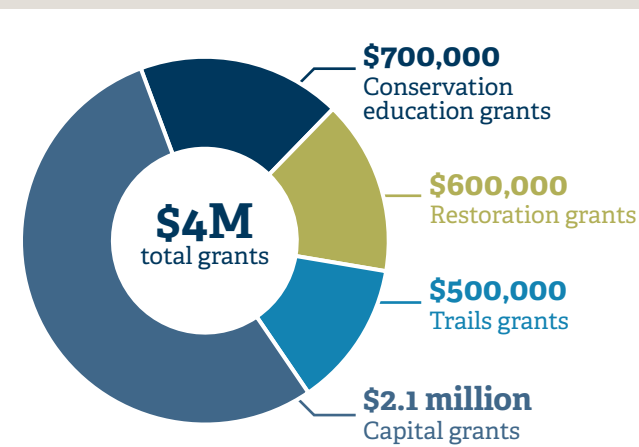
“The school district really appreciates the partnership and sees it as a really valuable thing,” Carlson said.





Land acquisition with 2006 bond measure  
(CUMULATIVE)

The biggest portion of the 2006 bond measure earmarked \$168 million for land acquisition from willing sellers. More than 5,400 acres have been acquired and protected – significantly surpassing the original goal. Thanks to voters, Metro has been able to conserve some of the last swathes of native prairies, wetlands and other valuable habitat – home to rare plants and endangered or threatened fish and wildlife. Other properties fill key gaps in regional trails, providing connections for commuters, bicyclists and joggers.



Nature in Neighborhoods grants  
FY 2016

Direct community investments, such as Nature in Neighborhoods grants, are one of the most popular and important parts of the Parks and Nature portfolio. Through the 2006 bond measure and the 2013 levy, four types of grants gave a collective \$4 million boost to innovative projects across the region this year. Partners are restoring salmon habitat, protecting land, improving parks, connecting diverse communities with nature and much more. In 2016, trail grants were awarded for the first time.

Promises made,  
promises kept

Metro's system of parks, trails and natural areas is the demonstration of a quarter century of commitment, action and investment by the region.

Two decades of voter investments have protected 17,000 acres. These are the places where endangered fish and wildlife are able to thrive, where family outings happen, where memories are made.

Spending from the 2006 natural areas bond measure is winding down, though money remains to acquire and protect more land and support locally significant projects.

The last two years of the 2013 levy will build upon the successes in the first three years. More sites will be restored to their wilder, natural roots. New parks will open while existing ones will see more upgrades. And there will be more opportunities for people to experience nature.

More work remains. Stay tuned for next year's annual report to track improvements in parks and nature throughout the region.



Metro Council at Blue Lake Regional Park's nature play area, from left: Councilors Bob Stacey, Kathryn Harrington, Carlotta Collette, Shirley Craddick, Craig Dirksen and Sam Chase and Metro Council President Tom Hughes

Parks and Nature spending\*  
FY 2016

	General fund	2013 parks and natural areas levy	2006 natural areas bond	Total
Restoration/maintenance of parks and natural areas	\$1,947,065	\$3,720,019	\$3,528,194	\$9,195,278
Access to nature	\$1,058	\$1,135,448	\$266,778	\$1,403,284
Park improvements and operations	\$6,378,634	\$2,636,722	\$0	\$9,015,356
Cemeteries	\$801,431	\$0	\$0	\$801,431
Conservation education and volunteer programs	\$110,255	\$297,582	\$0	\$407,837
Community investments	\$60,410	\$1,288,103	\$1,773,619	\$3,122,132
Land acquisition/stabilization	\$0	\$0	\$6,879,450	\$6,879,450
Administration**	\$810,749	\$4,445,036	\$3,885,965	\$9,141,750
Total	\$10,109,602	\$13,522,910	\$16,334,006	\$39,966,518

\* Unaudited  
\*\* Administration spending includes expenses for department administration and support services, such as the Office of the Metro Attorney, the Data Resource Center and Communications.

2013 Parks and natural areas levy

Promised to voters



Actual levy spending  
THROUGH JUNE 2016



Improving public access to natural areas      Regional park operations      Nature in Neighborhoods grants      Restoring natural areas for wildlife, fish and water quality      Conservation education and volunteers

Agenda Item No. 4.1

**Resolution No. 16-4759**, For the Purpose of Approving a  
Distributed Antenna System License Agreement at the Oregon  
Convention Center

*Consent Agenda*

Metro Council Meeting  
Thursday, December 15, 2016  
Metro Regional Center, Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF APPROVING A	)	RESOLUTION NO. 16-4759
DISTRIBUTED ANTENNA SYSTEM LICENSE	)	
AGREEMENT AT THE OREGON CONVENTION	)	Introduced by Chief Operating Officer
CENTER	)	Martha Bennett in concurrence with
	)	Council President Tom Hughes

WHEREAS, the Oregon Convention Center (OCC) desires to provide the highest level of services, including fast and reliable technology, to OCC clients;

WHEREAS, in order to provide extended and improved wireless communication services to OCC visitors, on May 12, 2016, the Metropolitan Exposition Recreation Commission issued a Request for Proposals (RFP) for the design, installation, operation and maintenance of a neutral-host Distributed Antenna System (DAS) at the OCC;

WHEREAS, Insite Wireless Development, LLC was the highest ranked proposer to respond to the RFP;

WHEREAS, OCC staff, with support from the Office of the Metro Attorney, have negotiated the terms of a proposed License Agreement, whereunder Insite Wireless Development will design, install, operate and maintain a neutral-host DAS in the OCC for a period of 10 years, with a right to extend the initial term for two additional five-year periods;

WHEREAS, on December 7, 2016, the Metropolitan Exposition Recreation Commission adopted Resolution No. 16-32 For the Purpose of Approving a Distributed Antenna System License Agreement at the Oregon Convention Center; and

WHEREAS, the Metro Council, as the fee owner of the Oregon Convention Center, is required to approve of any contracts for the transfer real property owned by Metro; now therefore

BE IT RESOLVED that the Metro Council authorizes the Metro Chief Operating Officer to enter into a long term License Agreement with Insite Wireless Development, LLC, in a form substantially similar to attached Exhibit A.

ADOPTED by the Metro Council this 15<sup>th</sup> day of December, 2016.

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Tom Hughes, Council President

Approved as to Form:

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Alison R. Kean, Metro Attorney

# DAS License Agreement

MERC CONTRACT NO. **XXXXXX**

## OREGON CONVENTION CENTER NEUTRAL-HOST DISTRIBUTED ANTENNA SYSTEM LICENSE AGREEMENT

This License Agreement for Distributed Antenna System (the “License” or the “Agreement” herein) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2016 (the “Execution Date”) by and between the **Metropolitan Exposition Recreation Commission**, an appointed commission of Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter (Metro and MERC jointly referred to herein as “Licensor”), and **InSite Wireless Development, LLC**, a Delaware limited liability company (“Licensee”).

### RECITALS:

A. Licensor is the owner and operator of certain real property generally known as the Oregon Convention Center (“OCC”) located at 777 NE Martin Luther King Jr Blvd, Portland, OR 97232, which is more fully described in **Exhibit “A”** (the “OCC Property”); and

B. On May 12, 2016, Licensor issued a formal Request for Proposals (the “RFP”) for the design, installation, operation and maintenance of a neutral-host distributed antenna system (the “DAS”) at the OCC and Licensee submitted a proposal in response to the RFP.

C. Licensor selected the proposal submitted by Licensee and issued a Notice of Intent to Award Contract on August 5, 2016, and it is now the desire of the parties to enter into this Agreement to permit Licensee to design, install, operate and maintain a neutral-host DAS in the OCC to provide extended and improved wireless communication services therein.

D. The parties agree and intend that the DAS will be designed, installed, operated, and maintained so that the OCC visitors and the general public will have improved wireless communications connectivity at the OCC.

E. The parties desire to enter into this Agreement for limited purposes set forth below.

### AGREEMENT:

#### 1. Communications Purpose; Grant of License.

1.1. Licensor hereby grants to Licensee the exclusive right to construct, install, upgrade, own, operate, repair and maintain the DAS Facilities, as defined below, on and in the Property for the Communications Purposes and the right to exclusive use of portions of the Property for the DAS Facilities. As used herein, “Communications Purpose” means to provide wireless voice and data telecommunications service providers and/or other customers and users (“Sub-Licensees”) with access to the DAS for receiving

# DAS License Agreement

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MERC CONTRACT NO. **XXXXXX**

and transmitting radio frequency signals to wireless devices, including without limitation, any transmission of radio frequency signals by Sub-Licensees to their customers using licensed and unlicensed spectrum (whether by using LTE in unlicensed spectrum (LTE-U) or similar technologies). The DAS must be compatible with current (GSM, CDMA, EVDO, UMTS, HSPA+, and LTE) and will distribute those services deployed by the Sub-Licensees. Notwithstanding the forgoing, Licensor reserves to itself the exclusive right to provide wireless services (and the equipment necessary to do so) pursuant to Institute of Electrical & Electronic Engineers (“IEEE”) 802.11 (as may be amended or replaced), and any other similar “Wi-Fi” type of service (all of which shall be referred to as “Wi-Fi Services”) to customers and users within the OCC. Licensee (and any of its Sub-Licensees) is not permitted to construct, install, operate or maintain any Wi-Fi Services at the OCC. For the avoidance of doubt, the foregoing prohibition shall not prohibit persons at the OCC from operating mobile hot spots or similar wireless networks using their mobile wireless devices.

1.2. Licensee has the exclusive right and obligation to construct, install, upgrade, own, operate, repair and maintain the DAS and related equipment, wiring, conduit, and cable (collectively, the “DAS Facilities”) on and within certain portions of OCC Property (the “Licensed Premises”) for the Communications Purpose; provided, however, that Licensee agrees it will not operate the DAS using unlicensed spectrum, nor permit the Sub-Licensees to deploy LTE in the unlicensed spectrum (LTE-U) or similar technologies using unlicensed spectrum, without Licensor’s prior written approval, which will not be unreasonably withheld, conditioned or delayed. The Licensed Premises include: (a) an identified equipment room for the DAS Facilities (the “Equipment Room”); (b) identified portions of the interior of the OCC facility for the infrastructure required to support the DAS Facilities, which may include without limitation, antennas, remotes, cables, wiring, conduits, HVAC, fire protection, security systems, spare modules, electric services and other related utility services, and other equipment as determined to be necessary or appropriate by Licensee in the ownership and operation of the DAS Facilities; and (c) identified space on the rooftop of the OCC Property for installation of GPS and/or donor antennae to support operation of the DAS Facilities. The Licensed Premises is more fully described/depicted on **Exhibit “B”** attached hereto. The DAS Facilities will be designed and constructed to provide extended and improved wireless communication to 100% of the publically accessed areas within the interior of the OCC (the “DAS Coverage Area”). The DAS Coverage Area is depicted on the map attached hereto as **Exhibit “C”**.

1.3. Licensor further grants Licensee, and its officers, agents, representatives, employees, contractors, and sub-licensees (collectively, the “Licensee Parties”) a right of ingress and egress to the Licensed Premises throughout the OCC Property as may be required for the purpose of constructing, installing, maintaining, operating and removing a Licensee Party’s equipment in accordance with the provisions of this Agreement. Licensor acknowledges that Licensee Parties require seven (7) day per week, twenty-four (24) hour access to their DAS equipment, and Licensor agrees to provide such access subject to the security procedures which shall be added to the Agreement via amendment as **Exhibit “D”** (the “Access Procedures”). During the Term (as defined below) of this Agreement, Licensor has the right to revise the Access Procedures upon not less than sixty (60) days’ prior written notice to the Licensee Parties.

# DAS License Agreement

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MERC CONTRACT NO. XXXXXX

## 2. Due Diligence Period.

2.1. Licensee shall have ninety (90) days from the Execution Date (the “Due Diligence Period”) to conduct due diligence, including without limitation a technical, environmental, and market feasibility review in connection with the DAS Facilities. In the event Licensee determines, in its sole business judgment, that installing the DAS Facilities and operating the DAS System at the OCC Property is not feasible for Licensee, Licensee shall have the right to terminate this Agreement without penalty by providing written notice to Licensor prior to the expiration of the Due Diligence Period.

2.2. Attached as Exhibit “E” is an initial description of the scope of work for the design, construction, installation and deployment of the DAS Facilities to be built and installed by Licensee subject to the terms and conditions of this License at the OCC Property (the “Initial DAS Facilities Design”). During the Due Diligence Period Licensee will provide Licensor with preliminary drawings, design and specifications, based off the Initial DAS Facilities Design (the “DAS Plans and Specifications”). The final DAS Plans and Specifications will be provided to Licensor for review and approval prior to commencement of construction and installation of the DAS Facility. Licensor approval will not be unreasonably withheld, conditioned or delayed. Licensor approval shall in no event be deemed a representation that the DAS Plans and Specifications comply with applicable laws, ordinances, rules or regulations.

2.3. Licensor hereby designates Matt Uchtman as the point of contact with respect to the OCC regarding the development of the DAS. Licensee hereby designates Robb Alarcon as the project manager responsible for the implementation and management of all aspects of the day-to-day operations related to the development of the DAS at the OCC. Either party may change their respective designation above by providing written notice to the other party.

## 3. Duties, Rights and Responsibilities of Licensee

3.1. Licensee shall design, construct, operate and maintain the DAS at no cost to Licensor. Licensee’s obligations shall include, but are not limited to, design, planning, implementation, management, installation, utility placements and supporting infrastructure, monitoring and maintenance, and marketing and sub-licensing the DAS to broadband wireless carriers (cellular or PCS). For the avoidance of doubt, Licensee is not providing any services directly to Licensor as part of this Agreement, nor will the DAS Facilities interconnect with Licensor’s equipment or network. Furthermore, Licensor acknowledges and agrees that operation of the DAS Facilities is contingent on Licensee’s agreements with the Sub-Licenses to deploy their equipment on, and make use of, the DAS Facilities on terms and conditions (including, without limitation, payment to Licensee of sub-license fees and capital contributions (as defined below)) acceptable to Licensee in its commercially-reasonable discretion.

3.2. Licensee shall make commercially reasonable efforts to enter into at least three (3) or more communications sub-license agreements with nationally recognized cellular wireless carriers (individually or collectively, as the context may require, the “Sub-License Agreement(s)”). The Sub-License Agreements



# DAS License Agreement

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MERC CONTRACT NO. XXXXXX

shall provide that (x) the term of each Sub-License Agreement shall not exceed the maximum Term of this Agreement, and (y) the Sub-License Agreements shall be subject and subordinate to this Agreement in all respects including but not limited to, the indemnification, insurance, access and removal requirements. Licensee shall remain fully liable for compliance with all of the terms and conditions, and fulfillment of all of its covenants contained in this Agreement, notwithstanding the terms of any such Sub-License Agreement. Except in the event of emergencies, Licensee shall be sole the point of contact with respect to all Sub-Licensee Carrier communications. Licensee shall be responsible for all Sub-Licensee Carrier installation and access supervision, DAS monitoring and maintenance, and RF interference management with respect to the DAS Facilities.

3.3. During the Due Diligence Period, Licensee shall coordinate with the City of Portland and its applicable local life safety (Police and Fire) agencies and personnel in order to evaluate the existing radio coverage of the applicable licensed wireless frequencies utilized by such life safety agencies within the OCC. If and to the extent reasonably determined by Licensee and the City of Portland that the existing radio coverage of such life safety licensed wireless frequencies is insufficient to support the operations or emergency response needs of the City of Portland's local life safety agencies within the OCC, then Licensee, in consultation with the City of Portland, shall develop a scope of work for the design, construction, installation and deployment of equipment and infrastructure sufficient to provide adequate radio coverage for the City of Portland's local life safety (Police and Fire) licensed wireless frequencies within the OCC, consistent with the terms and conditions of this Agreement. Such scope of work shall be added to this Agreement via mutual agreement of Licensee and Licensor and Licensee shall thereafter diligently construct and complete the installation and deployment of such equipment and infrastructure, and Licensee shall use all reasonable efforts to perform such construction concurrently with its construction of the DAS Facilities.

## 4. Construction and Maintenance of DAS Facilities.

4.1. The parties agree that Licensee's ability to use the Licensed Premises is dependent upon Licensee obtaining, at its sole cost and expense, any and all certifications, licenses, variances, permits, conditional use permits or authorizations required from all applicable federal, state, local government and/or regulatory entities (the "Governmental Approvals" or the "Permits" herein) pertaining to the work to be performed by Licensee in constructing, operating, and maintaining the DAS Facilities and other necessary equipment in the manner authorized by this Agreement. Licensee will act diligently to apply for and obtain such Permits. Licensor hereby agrees to cooperate in good faith with Licensee, at Licensee's cost and expense, in obtaining Governmental Approvals by: (i) allowing Licensee to obtain Governmental Approvals and file such applications, letters and/or documents for zoning and/or building permits as are deemed necessary or appropriate by Licensee in connection with the Communications Use of the Licensed Premises; (ii) promptly executing any documents or applications as requested by Licensee to apply for permits authorizing the construction, use, and operation of the DAS Facilities at the Licensed Premises; and (iii) undertaking any other steps reasonably necessary to obtain any Governmental Approval(s) deemed necessary or appropriate by Licensee.



# DAS License Agreement

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4.2. Licensee shall commence the construction of the DAS Facilities upon satisfaction of the Commencement Conditions (as defined below). Licensee shall install the DAS in a good and workmanlike manner in accordance with industry standards and practices and the DAS Plans and Specifications approved by Licensor. Licensor will have the right of prior notice of any contractors performing installation, modification or maintenance work on behalf of Licensee or the Sub-Licensees. Licensee will submit the name of each contractor to Licensor prior to such contractor performing any work at the OCC. All construction, installation and improvements placed on the Licensed Premises by Licensee will be installed and made in accordance with the standards, procedures and requirements of all applicable laws, codes and regulations. No monitoring or inspection of any work on the DAS by Licensor representatives will be deemed supervision of any such employees or contractors of the Licensee or any Sub-Licensees. Licensee, and all Sub-Licensees who have entered into Sub-License Agreements, shall monitor and supervise all of their employees, agents, representatives and contractors and will assume full responsibility for them and the expertise and quality of all work and in no event will they rely on Licensor or any of its agents, employees or representatives for all or any portion of the same.

4.3. Licensee agrees that the construction schedule in the form of a Gantt chart (and methodology thereof) will be approved by Licensor before construction of the DAS Facilities commences. Licensee's construction schedule will be coordinated with Licensor and Licensee will promptly notify Licensor of all delays known or anticipated in the construction of the DAS Facility. Licensee will provide Licensor with weekly construction status reports until the DAS is operational. Promptly following the execution of this Agreement, Licensor shall provide Licensee with all applicable warranty instructions related to the OCC roof and Licensee agrees that it will comply with such instructions throughout the term of this Agreement. Licensee shall use commercially reasonable efforts to obtain appropriate documentation and/or certification from Licensor's roof manufacturer that Licensee's installation of any portion of the DAS Facilities on the OCC rooftop will not nullify or void any existing roof warranty; provided, however, that Licensor agrees that Licensee's use of Licensor's designated roofing contractor to perform any applicable roof penetrations/installation will satisfy Licensee's obligation under this section. In addition, Licensee understands and acknowledges that Licensor is party to a Solar Power Purchase Agreement with SolarCity Corporation. Licensee recognizes that the Solar Power Purchase Agreement requires that the existing solar panels located on the OCC rooftop retain unobstructed access to sunlight. Licensee shall not take any actions during the term of this Agreement that in any way cause any material interference with the existing solar panel light access and Licensee acknowledges that Licensor's approvals of the DAS Plans and Specification will be subject to Licensor's determination that the construction and location of the DAS Facility does not interfere with or adversely affect the existing solar panels located on the OCC rooftop.

4.4. Licensee shall provide, install, and terminate, for Licensor use, 24 strands of 50/125µm Laser Optimized multimode (OM4) fiber in each of the existing 18 IDF locations at the OCC, which such IDF locations and fiber cable layout shall be indicated in writing to Licensee on plans provided by Licensor ("OCC's Fiber"). OCC's Fiber may be installed in existing raceways, as available, and connected to Licensor provided patch panels. Detailed specifications shall be added to the Agreement via amendment as **Exhibit "XX"**. Licensee, and any of its Sub-Licensees, will have no obligation or liability with respect to OCC's fiber except that it shall be installed to the standards prescribed by OCC's IS Department with OCC's fiber plant installation standards, which shall be added to the Agreement via amendment as

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**Exhibit “YY”.** Following the installation of the OCC’s fiber, Licensor’s use and maintenance of the OCC Fiber shall be at its sole expense. Upon the expiration or earlier termination of this Agreement, the OCC’s Fiber will remain property of Licensor.

4.5. Within sixty (60) days after the post-optimization period for the initial turn-up of the DAS and acceptance of the DAS by each applicable Sub-Licensee. Licensee and any Sub-Licensees will provide the following reports to Licensor via email and such reports shall be updated from time to time in the event of any material changes:

- (a) A complete list of major components showing a description and location for each.
- (b) A complete cable record and wiring diagram identifying all cable system components by location, distribution cable, and key sheet as related to instrument assignments.
- (c) Documentation of technology used for the DAS including, but not limited to, hardware equipment itemizations and configurations, electrical requirements, space requirements, peripheral equipment diagrams, rack profile diagrams, cable plant interconnectivity charts, and wiring diagrams sufficient to facilitate effective operational support of the DAS.
- (d) RF data collection and coverage tests including on site investigation and data gathering of DAS performance parameters.
- (e) Any changes to carrier frequency operations and/or power outputs if applicable.

4.6. Licensee shall bear all costs for maintenance, repair and ongoing operating costs of the DAS Facilities and agrees to maintain the DAS Facilities in accordance with industry standards. Licensee may, from time to time during the Term of this License alter, add to, modify, or change such structures for use and/or operation of the DAS Facilities on the Licensed Premises, subject to Licensor’s written consent, which consent will not be unreasonably withheld, conditioned, or delayed. During the Term of this License, Licensee shall repair and replace the DAS Facilities as it deems necessary or appropriate. All such repair and maintenance shall be constructed in a workmanlike manner and in compliance with applicable laws, rules, and regulations, including, without limitation, building codes and ordinances.

## 5. Initial Term.

5.1. This License shall be effective as of the Execution Date. The Initial Term shall expire ten (10) years following the Commencement Date. As used herein, “Commencement Date” means the date on which both of the following conditions have been satisfied and/or waived by Licensee in writing (collectively, the “Commencement Conditions”):

- (a) Licensee shall have received all Governmental Approvals necessary to allow Licensee and/or the Sub-Licensees to use the Licensed Premises for the Communications Purpose and to install the

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DAS Facilities and related equipment as Licensee deems necessary or appropriate in support of the Communications Purpose.

(b) Licensee shall have entered into one or more Sub-License Agreements pursuant to which Sub-Licensee(s) agree to deploy their equipment on, and make use of, the DAS Facilities on terms and conditions (including, without limitation, payment to Licensee of sub-license fees and Capital Contributions (as defined below)) acceptable to Licensee in its commercially-reasonable discretion. As used herein, “Capital Contributions” shall mean the amounts payable by a Sub-Licensee to Licensee as reimbursement for Licensee’s costs and expense incurred and services provided in constructing the DAS Facilities, including installation and optimization fees, and exclusive of recurring sub-license fees, DAS Facilities maintenance, monitoring, repairs, and /or customary operating expense reimbursement(s) that become due and payable by the Sub-Licensee.

(c) Upon satisfaction or written waiver by Licensee of the conditions in Section 5.1, as set forth above, Licensee shall send written notice of the Commencement Date of this License to Licensor (the “Commencement Notice”).

5.2. If the Commencement Notice has not been provided to Licensor on or before nine (9) months after the Execution of this Agreement, then this Agreement shall automatically terminate.

## 6. Renewal Terms.

6.1. Licensee is granted the option to extend the Initial Term of this License for two (2) additional periods of five (5) years (each, a “Renewal Term”) provided that Licensee is not then in Default of its obligations hereunder beyond any applicable notice and cure period. Each Renewal Term shall be deemed to have been automatically exercised except in the event that Licensee sends written notice to Licensor of its intent not to renew this License at least ninety (90) days prior to the end of the Initial Term or any applicable Renewal Term. As used in this Agreement, “Term” includes the Initial Term and any applicable Renewal Term.

6.2. If fewer than two (2) Sub-Licensees are participating in the DAS, Licensor may terminate this Agreement at the end of the Initial Term or any Renewal Term by providing written notice of intent to terminate to Licensor at least ninety (90) days prior to the end of the Initial Term or any applicable Renewal Term.

## 7. License Fees.

7.1. Licensee shall pay to Licensor the following one-time lump sum payments:

(a) Not later than ninety (90) days following the Execution Date, Licensee shall pay to Licensor the sum of One Hundred Fifty Thousand Dollars (\$150,000.00) via the wire transfer of

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immediately available funds pursuant to wire transfer instructions to be provided by Licensors (which Licensors will provide in writing to Licensee);

(b) Not later than sixty (60) days following the full execution of each Sub-License Agreement, Licensee shall pay to Licensors the sum of Twenty-Five Thousand Dollars (\$25,000.00) via the wire transfer of immediately available funds pursuant to wire transfer instructions to be provided by Licensors (which Licensors will provide in writing to Licensee); and

7.2. Beginning on the Commencement Date, and continuing for the Term of this License, Licensee shall pay to Licensors a license fee (the "License Fee") in quarterly payments in accordance with Schedule 7.2 attached hereto and made a part hereof. The License Fee payments shall be due and payable in arrears within thirty (30) days after the end of each calendar quarter. Licensee shall deliver an accounting of its net receipts with each quarterly payment, and, upon Licensors' request, promptly provide reasonable supporting documentation therefor. The License Fee for any period during the term hereof which is less than one quarter shall be prorated based on the number of days in such applicable quarter.

7.3. Fees are deemed paid only when Licensors actually receives payment. Any fee payment referenced in this Section 7 not timely paid shall accrue simple interest at the rate of the lesser of one percent (1 %) per month or the legal rate from the date the amount first came due until paid.

## 8. Taxes; Utilities.

8.1. Licensee is solely responsible for the payment of any and all lawful taxes, fees, and assessments levied upon and assessed against the DAS Facilities, equipment and other personal property owned by Licensee or any Sub-Licensee and installed on the Licensed Premises. Licensee recognizes and understands that its use of Licensors' property may create a possessory interest subject to real property taxation and that Licensee may be subject to the payment of real property taxes levied on such interest.

8.2. Licensors hereby grants to Licensee the right to connect to and use the existing utility systems of the OCC Property in order to operate and service the Licensed Premises and the DAS Facilities. Licensee shall pay all charges to install utilities to the Licensed Premises. Licensee shall install, at its sole cost and expense sub-meters or a separate meter (if permitted by the relevant authorities) to the Licensed Premises and shall reimburse Licensors for the usage of electricity by Licensee reflected thereon. For the avoidance of doubt, Licensee plans on installing separate sub-meters for the DAS, for each Sub-Licensee's equipment, as well as one sub-meter at each representative node (which usage will be extrapolated for the remaining nodes, as applicable). The cost thereof is to be computed at utility rates as the same are in effect from time to time. Licensors shall read the sub-meters monthly and shall invoice Licensee on a quarterly basis (including providing commercially reasonable supporting information therefor) without mark-up. Licensee's sub-meters shall be integrated for viewing/tracking through Licensors' existing Alerton Building Automation System (BAS). The license granted pursuant to this Agreement includes the right of ingress, egress, and access as may be required for construction, installation and operation by the appropriate electric and telephone companies for the purpose of servicing the DAS Facilities and equipment; provided, however,

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that the manner of such ingress, egress and access shall be in accordance with the Access Procedures. Licensor acknowledges that the DAS Facilities require electrical power to operate and must operate twenty-four hours per day, seven days per week. Notwithstanding the foregoing, Licensee recognizes that in order to service OCC electrical equipment Licensor may need to cut power to the OCC Property and Licensed Premises. Licensor will provide Licensee with notice of any scheduled interruptions during which power will be cut for an extended period of time. Except for Licensor's gross negligence or willful misconduct, Licensor will not be liable to Licensee for damages related to the interruption or discontinuance of electrical power.

## 9. As Is, With All Faults; Hazardous Substances.

9.1. Except as otherwise provided herein, Licensee accepts the Licensed Premises in its **AS IS, WITH ALL FAULTS** condition and understands and agrees that Licensor is under no obligation to make any improvements, perform any work, or provide any materials to prepare the Licensed Premises for Licensee or the Sub-Licensees. Licensor hereby disclaims, and Licensee on behalf of itself and all future participating Sub-Licensees hereby waives, any and all warranties of any kind whatsoever, whether statutory, express, or implied with respect to the Licensed Premises.

9.2. If Licensee or any of its sub-licensees, contractors or agents encounters any environmentally hazardous substances in the Licensed Premises, Licensee will immediately notify Licensor of such discovery and take all reasonable precautions to avoid handling or disturbing any such environmentally hazardous substances. Licensee shall not transport to, possess or locate any hazardous substances at the OCC Property, except as may be required for Licensee's operation of the DAS Facility. Licensee shall indemnify, defend and hold harmless Licensor from and against all liabilities arising out of or relating to the existence at, on, above, below or near the Licensed Premises of any hazardous substance to the extent deposited, spilled or otherwise caused by Licensee or any of its sub-licensees, contractors or agents, except to the extent deposited, spilled or otherwise caused by Licensor or any of its contractors or agents.

## 10. Duties, Rights and Responsibilities of Licensor

10.1. All areas of the Licensed Premises, including without limitation any area of the facilities used in the operation of Licensee, shall be subject to entry upon by Licensor at reasonable times for the purposes of conducting inspections or performing required maintenance in the Licensed Premises, providing Licensor does not interfere with Licensee's operations and a representative of Licensee has an opportunity to be present during any such entry.

10.2. Licensor reserves the right, at its sole expense, to alter, expand, reduce, or require Licensee to relocate, all or any of the Licensed Premises to other areas or facilities at the OCC Property after no less than ninety (90) days' notice to Licensee, provided, however, that the relocation space is reasonably acceptable to Licensee and does not detrimentally impact Licensee's regular business operations or the performance of the DAS. To the extent any Sub-Licensees are required to relocate in accordance with the

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terms hereunder, Licensors shall also reimburse all reasonable expenses incurred by Licensee or any such Sub-Licensees arising from such relocation.

10.3. This Agreement is intended to convey limited rights and interests as set forth herein. This Agreement is not a warranty of title or interest in the OCC Property or any other property owned by Licensors. This Agreement does not deprive Licensors of any powers, rights or privileges it now has, or may later acquire in the future, to use, perform work on or to regulate the use of and to control the OCC Property. Licensee's use of the Licensed Premises or any other portion of the OCC Property is subject to the existing uses and prior and continuing right of Licensors to use such areas for convention center purposes or any other municipal purposes desired by Licensors.

## 11. Insurance; Indemnity.

11.1. During the Term of this License, Licensee, at its sole cost and expense, shall procure and maintain in full force and effect (i) commercial general liability insurance coverage with a limit of not less than two million dollars (\$2,000,000) per claim for bodily injury, insuring against liability arising out of Licensee's use or occupancy of the Property; (ii) automobile liability insurance with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage, including coverages for owned, non-owned, and hired vehicles, including loading and unloading operators, and (iii) workers' compensation insurance as required by the laws of the State in which the Property is located and employer's liability with limits of not less than \$1,000,000 for each accident or disease. The commercial general liability and auto insurance shall name the Licensors as additional insured. Licensee shall provide at least thirty (30) days prior written notice to Licensors of the cancellation thereof. Such insurance shall be on an occurrence basis and shall be primary and not contributory with any other valid and collectible insurance that Licensors may carry. Licensee shall provide Licensors with a certificate or certificates of insurance evidencing the insurance required by this paragraph on or before the Commencement Date and promptly upon the request of Licensors thereafter. Claims made policies are not acceptable and do not constitute compliance with Licensee's obligations under this paragraph.

11.2. Licensors is a self insured governmental entity. During the term of this Agreement, Licensors will carry the following insurance with customary overage and exclusions: (i) Excess liability insurance relating to Licensors's operation of the Property, for personal and bodily injury and death, and damage to others' property, in the amount of at least \$2,000,000 per claim; and (ii) All-risk property insurance relating to the Property, in the amount of at least 80% of the replacement value of the Property.

11.3. Licensors and Licensee mutually covenant and agree that in connection with insurance policies required to be furnished in accordance with the terms and conditions of this Agreement, or in connection with insurance policies which they obtain insuring such insurable interest as Licensors or Licensee may have in its own properties, whether personal or real, hereby expressly waive any right of subrogation on the part of the insurer against the Licensors or Licensee, as applicable, which right, to the extent not prohibited or violative of any such policy. In accordance with the waiver of subrogation in the preceding sentence, Licensors and Licensee each mutually agree to seek recovery based solely on the policies referenced in this Section 9, and waive all right of recovery against each other, their agents, or employees for any loss,



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damage or injury of any nature whatsoever to property or person, except to the extent either party is required by this Agreement to carry insurance with respect thereto.

11.4. Licensee will indemnify, defend, and hold harmless Licensors, including, but not limited to, its elected and appointed officials, officers, employees, representatives, and agents (the “Licensors Parties”) from and against all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of actions, liability and suits of any kind and nature to the extent relating to, directly or indirectly, a claim by a third-party related to any of the following: (i) breach of any representation, warranty, covenant, or agreement of Licensee in this License; (ii) negligence, gross negligence, willful misconduct, or other wrongful act or omission of Licensee or any Sub-Licensee or any person acting on behalf of or under the direction or control of Licensee or any Sub-Licensee; (iii) infringement or other violation of any intellectual property right of any third-party; (iv) a Licensee induced condition, event, or other activity that gives rise to a third-party claim (including any, or accusation of any, libel, slander, invasion of privacy, improper trade practice, or breach of warranty or any unsafe, hazardous, or defective good or service) of or at the OCC; The foregoing indemnities shall not apply to the extent that any such claims arise from the gross negligence or willful misconduct of the Indemnified Licensors Parties. Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS chapter 30, and the Oregon Constitution, Licensors shall indemnify, defend, settle or otherwise hold the Licensee Parties harmless against (x) any damage to a Licensee Party’s real or tangible personal property located at the Property or personal injury or death, caused by the negligence or willful misconduct of the Licensors Parties; or (y) the gross negligence or willful misconduct of any Licensors Parties. The foregoing indemnities shall not apply to the extent that any such claims arise from the gross negligence or willful misconduct of the Licensee Parties. Except for each party’s foregoing indemnification obligations, neither party shall be liable for any punitive, exemplary, treble, and/or consequential damages as the result of non-performance of any obligation contained in this Agreement. As used in this Section 11 (Indemnification; Limitation of Liability), an “affiliate” of a party means any entity that controls, is controlled by, or is under common control with such party. The provisions of this Paragraph shall survive the termination or expiration of this Agreement.

## 12. Estoppel, Non-Disturbance and Attornment.

From time to time during the Term of this License, each parties each agrees, upon not less than ten (10) days prior written notice from the other, to execute, acknowledge and deliver a written estoppel certificate (an “Estoppel”) certifying that as of the date of the certification: (i) the License is a valid and enforceable agreement and is in full force and effect; (ii) that neither party is not in default under any of the terms, conditions, or covenants of the License beyond or any applicable cure period or, if applicable, truthfully specifying any default by such applicable party hereunder and the cure period applicable thereto; (iii) the commencement and expiration dates of the then-current term, hereof together with any remaining Renewal Term(s); and (iv) a true and correct copy of the License and all amendments thereto shall be attached to the Estoppel.

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## 13. Rights to Personal Property Owned by Licensee on the Licensed Premises.

The DAS Facilities, including, without limitation, any and all property, machinery, equipment and trade fixtures installed by Licensee, shall remain the personal property of Licensee notwithstanding the fact that such property, machinery, equipment and trade fixtures may be affixed or attached to the OCC Property. Licensee is obligated at its sole cost to remove from the Licensed Premises said property, machinery, equipment, wiring and cabling, and trade fixtures installed and/or owned by Licensee on the Licensed Premises upon the expiration or earlier termination of this License, provided, however, that Licensee may leave any wiring, conduit, and cable at the Licensed Premises to the extent it is affixed to real property and cannot be removed without doing substantial damage to the Licensed Premises or the OCC Property. Upon the expiration or earlier termination of this License, Licensee shall return the Licensed Premises to its original condition, including the removal of DAS Facility system mounting pads or other support structures. In no case shall Licensee's removal of the DAS Facility affect the integrity of the OCC building facility, including but not limited to the OCC roof. Licensee shall leave the Licensed Premises in neat and clear order and repair any damage caused by said removal, normal wear and tear excepted. Unless otherwise agreed upon in writing by the parties and subject to the terms of this section, any of Licensee's personal property remaining on the Licensed Premises or OCC Property thirty (30) days after the expiration or ninety (90) days after the earlier termination of this License shall become the property of Licensor, free of any claim by Licensee or any person claiming through Licensee, and Licensor has the right to dispose of such property as Licensee deems fit and charge Licensee for the cost of such disposal.

## 14. Compliance with Law.

Licensee shall, at its sole cost and expense, comply with the requirements of applicable municipal, county, state and federal authorities and with Licensee's rules and regulations now in force, or which hereafter may be in force, pertaining to Licensee's construction, installation, maintenance, and operation of the DAS Facilities.

## 15. Default.

A party's failure to comply with any term, covenant, or condition of this License to be performed by it pursuant to this Agreement, which failure is not remedied within thirty (30) days after such party receives written notice from the other party specifying the failure of performance shall be deemed to constitute a "Default" under this Agreement. Notwithstanding the foregoing, in the event a non-monetary failure is not reasonably susceptible of cure within the aforementioned thirty (30) day period, a party shall not be deemed to be in Default hereunder if such party commences to cure the failure in performance within such thirty (30) day period and thereafter diligently prosecutes the cure to completion. In the event of a Default by Licensee hereunder, Licensor, at its option, may cancel and terminate this License and all of Licensee's rights hereunder in and to the Licensed Premises upon written notice to Licensee. Termination for Default by a party will not waive any claim or remedies such party may have against the other party.



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## 16. RF Compliance/Interference Management.

16.1. Licensee shall require that its Sub-Licensees comply with applicable regulations of the FCC governing radio frequency (RF) emissions and interference. Licensee is solely responsible for ensuring that all Sub-Licensees using the DAS are frequency compatible and Licensee shall take all commercially reasonable steps necessary to correct or eliminate any interference among its users.

## 17. Termination.

In addition to the other events permitting termination hereunder, Licensee shall have the right, but not the obligation, to terminate this License by giving ninety (90) days written notice of its intention to do so upon the occurrence of any of the following events: (i) any damage to or destruction of fifty percent (50%) or more of the DAS Facilities or the Licensed Premises, or material damage to or destruction to the OCC Property under circumstances rendering it impractical or uneconomical, in Licensee's sole discretion, to repair or replace the DAS Facilities or (ii) the condemnation or other taking of any part of the Licensed Premises, the DAS Facilities or the OCC Property by any governmental agency of appropriate jurisdiction, which condemnation or other taking materially interferes with Licensee's rights hereunder.

## 18. Assignment.

18.1. Licensee shall have the right, upon written notice to Licensor but without Licensor's consent, to assign Licensee's interest in this License to any affiliate or subsidiary of Licensee, or to any person or entity that purchases all or substantially all of the assets of Licensee whether by sale, merger, or other reorganization. Licensee shall have the right to sub-license any portion of the Licensed Premises in connection with Licensee's permitted use of the Licensed Premises by its Sub-Licensees without the prior consent of Licensor. Any other assignment by Licensee shall require the prior written consent of Licensor, which consent shall not be unreasonably withheld, conditioned or delayed.

18.2. Licensor shall have the right, upon written notice to Licensee but without Licensee's consent, to assign Licensor's interest in this License to any affiliate or subsidiary of Licensor, or to any person or entity that purchases all or substantially all of the assets of Licensor, or all or substantially all of Licensor's interest in the OCC Property, whether by sale, merger, or other reorganization. Any other assignment by Licensor shall require the prior written consent of Licensee, which consent shall not be unreasonably withheld, conditioned or delayed.

18.3. Licensor shall use good faith efforts to obtain for Licensee from the holder of any mortgage and/or deed of trust now or hereafter encumbering the OCC Property a non-disturbance and attornment agreement in a form reasonably satisfactory to Licensee, which agreement shall provide that as long as Licensee is not in default of any of its material obligations under this Agreement beyond any applicable cure period, its rights as Licensee hereunder shall not be terminated and its access to and possession of the Licensed Premises shall not be disturbed by the mortgagee or trustee, as the case may be, or by any

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proceedings on the debt which any such mortgage or deed of trust secures, and that any sale at foreclosure shall be subject to this Agreement.

18.4. Lessor consents to Licensee's pledging of its interest in this Agreement (but not to any interest in the OCC Property) to its lender(s) as reasonably required by Licensee in the ordinary course of conducting its business upon reasonable written notice to Lessor. Lessor agrees to notify Lender in writing (at any address designated in writing by Licensee from time to time) of any breach or default by Licensee of its obligations under the Agreement. In the event of any breach or default of this Agreement by Licensee, Lessor will permit Licensee's lender to cure and correct such breach or default within the applicable cure period and with the same effect as if such cure had been made or performed by Licensee; and thereafter permit Licensee's lender to attorn to Lessor under the Agreement and to perform the rights and obligations of Licensee thereunder.

## 19. Quiet Enjoyment, Authority and Exclusivity.

19.1. At all times during the term of this Agreement, Licensee may peaceably and quietly hold and enjoy the Licensed Premises consistent with Licensee's use of same for the Communications Purpose, free from disturbance by any person claiming by, through or under Lessor, subject only to those matters and conditions set forth in this Agreement.

19.2. Lessor covenants and warrants to Licensee that: (i) Lessor has full right, power and authority to execute this Agreement; (ii) execution and performance of this Agreement by Lessor will not, to the best of Lessor's knowledge, violate any laws, ordinances, covenants, or the provisions of any other agreement binding on Lessor; (iii) Lessor agrees that, during the Term of this Agreement, Licensee will have the sole and exclusive right to install and/or operate a distributed antenna system or similar type of telecommunications network and/or system servicing wireless communications carriers and/or users for the Communications Purpose, such as small cells, remote radio heads, temporary wireless base station facilities (e.g. a cellular-on-wheels (COW) or otherwise (excluding Wi-Fi Services, as set forth in this Agreement), at, within, or upon the OCC Property; (iv) there are no existing macro wireless agreements or agreements that give rights to third parties to provide facilities for the Communications Purpose (excluding Wi-Fi Services, as set forth in this Agreement) at, within, or upon the Property, and (v) during the Term of this Agreement, Lessor shall not enter into any new agreements for macro wireless facilities or agreements that give rights to third parties to provide facilities for the Communications Purpose (excluding Wi-Fi Services, as set forth in this Agreement) at, within, or upon the Property unless mutually agreed by both parties.

## 20. Notices.

Any and all notices, demands, consents, approvals, or authorizations required or permitted under this License shall be in writing. They shall be served either personally, by pre-paid certified mail, return receipt requested, or via a nationally-recognized overnight delivery service. If served personally, notice shall be deemed made at the time of service on the individual to whom the notice is addressed. If provided by certified mail, notice shall be deemed to have been given five (5) business days after deposit in the United States mail.

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If served by facsimile or a nationally recognized overnight delivery service, notice shall be deemed to have been given on the first (1st) business day after the sender's depositing thereof with such service. Notices shall be addressed to the parties at the following addresses, which notice addresses may be changed from time to time by notice given pursuant to this paragraph.

**If to Licensor:**

Oregon Convention Center  
Attn: Executive Director  
777 NE Martin Luther King Jr. Blvd  
Portland, Oregon 97232

*with a copy to:*

Office of the Metro Attorney  
600 NE Grand Ave.  
Portland, OR 97232-2736

**If to Licensee:**

InSite Wireless Development, LLC 1199  
N. Fairfax Street, Suite 700  
Alexandria, VA 22314 Attn:  
Legal Department

*with a copy to:*

InSite Wireless Group, LLC  
260 Newport Center Drive, Suite 421 Newport  
Beach, CA 92660  
Attn: General Counsel

**21. Force Majeure.**

Any event or circumstance beyond the reasonable control of and that cannot be reasonably avoided via the exercise of due care by a party shall be deemed to constitute a "Force Majeure Event". Force Majeure Events include, but are not necessarily limited to, earthquakes, fire, lightning, explosions, floods, wars and insurrections. Neither party shall be liable for the failure to perform hereunder if such failure is the result of the occurrence of an Event of Force Majeure. Any party so affected by a Force Majeure Event shall provide written notice to the other party thereof as soon as reasonably practicable and no later than fifteen (15) business days after the termination or elimination of the Force Majeure Event describing the relevant details

# DAS License Agreement

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MERC CONTRACT NO. XXXXXX

thereof. Following the termination or elimination of the Force Majeure Event, the parties shall promptly resume performance hereunder in the ordinary course.

## 22. Amendment.

Neither this License nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument.

## 23. Successors.

The covenants and conditions contained in this License shall, subject to the provisions set forth in Section 18 above, apply to and bind the successors and/or assigns of the parties.

## 24. Application of Law.

The validity, performance and enforcement of this License shall be construed in accordance with the laws of the State of Oregon without reference to principles of conflicts of law.

## 25. Entirety.

This License including, without limitation, all Exhibits attached hereto, constitutes the entire understanding of the parties with respect to the matters set forth in this document and supersedes all prior or contemporaneous understandings or agreements between the parties with respect to the subject matter hereof, whether oral or written.

## 26. No Waiver.

No waiver by either party of any failure, breach, or default of the other party shall be deemed or held to constitute a waiver of any subsequent failure, breach, or default hereunder of whatever kind or nature.

## 27. Attorneys' Fees.

In the event that any legal action is taken to enforce the provisions of this Agreement or in the event that either party seeks to enforce claims arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, expert witness fees, and related costs (including, without limitation, court costs).

# DAS License Agreement

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MERC CONTRACT NO. XXXXXX

## 28. Rejection of License Revocation Doctrine.

The parties specifically waive any applicable law, doctrine, or other legal interpretation or principle that licenses are revocable at the will of the Licensor, with the intent and expectation that this Agreement shall only be revocable as specifically provided for and authorized by this Agreement.

## 29. Counterparts, Electronic and Facsimile Signatures.

This Agreement may be executed in one or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by electronic delivery (in PDF, TIF, or other document format), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original thereof.

[Remainder of Page Intentionally Left Blank]

# DAS License Agreement

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MERC CONTRACT NO. **XXXXXX**

IN WITNESS THEREOF, LICENSOR and LICENSEE have caused their duly-authorized representatives to execute this License Agreement for Distributed Antenna System as of the Execution Date set forth above.

**LICENSOR:**

**The Metropolitan Exposition  
Recreation Commission**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LICENSEE:**

**InSite Wireless Development, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# DAS License Agreement

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MERC CONTRACT NO. **XXXXXX**

## EXHIBIT "A" TO LICENSE AGREEMENT

### THE PROPERTY

The OCC Property is more fully described as follows:

Block 10, WHEELER'S ADDITION TO EAST PORTLAND, in the City of Portland, County of Multnomah and state of Oregon.

TOGETHER WITH the following described property situated in the Northeast one-quarter of Section 34, Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon:

Beginning at a point on the North line of N.E Glisan Street which intersects the Southerly extension of the East line of said Block 10, WHEELER'S ADDITION TO EAST PORTLAND; thence West along the North line of said N.E. Glisan Street to the intersection of said North line with the Southerly extension of the West line of said Block 10, WHEELER'S ADDITION TO EAST PORTLAND; thence North along the Southerly extension of said Block 10, WHEELER'S ADDITION TO EAST PORTLAND to the Southwest corner of said Block 10; thence East along the South line of said Block 10 to the Southeast corner of said Block 10; thence South along the Southerly extension of the East line of said Block 10 to the point of beginning.

EXCEPTING THEREFROM those portions of Lots 5, 6, 7 and 8 lying within N.E. Martin Luther King Jr. Boulevard (N.E. Union Avenue).

FURTHER EXCEPTING THEREFROM that portion conveyed to the State of Oregon, by and through its Department of Transportation, Highway Division by Deed recorded March 30, 1990 in Book 2288, Page 1519, Deed Records.

TOGETHER WITH Block 11, WHEELER'S ADDITION TO EAST PORTLAND, in the City of Portland, County of Multnomah and state of Oregon.

TOGETHER WITH the following described property situated in the Northeast one-quarter of Section 34, Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon:

Beginning at a point on the North line of N.E Glisan Street which intersects the Southerly extension of the East line of said Block 11, WHEELER'S ADDITION TO EAST PORTLAND; thence West along the North line of said N.E. Glisan Street to the intersection of said North line with the Southerly extension of the West line of said Block 11, WHEELER'S ADDITION TO EAST PORTLAND; thence North along the Southerly extension of said Block 11, WHEELER'S ADDITION TO EAST PORTLAND to the Southwest corner of said Block 11; thence East along the South line of said Block 11 to the Southeast corner of said Block 11; thence South along the Southerly extension of the East line of said Block 11 to the point of beginning.

EXCEPTING THEREFROM that portion of said property deeded to the State of Oregon, by and through its Department of Transportation by Deed recorded March 30, 1990 in Book 2288, Page 1519, Deed Records. TOGETHER WITH Block 12, WHEELER'S ADDITION TO EAST PORTLAND, in the City of Portland, County of

# DAS License Agreement

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MERC CONTRACT NO. **XXXXXX**

Multnomah and state of Oregon.

TOGETHER WITH the following described property situated in the Northeast one-quarter of Section 34, Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon:

An irregular tract of land situated in the Jacob Wheeler D.L.C. in Section 34, Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, described as follows: Beginning at the intersection of the West line of N.E. 2nd Avenue and the North line of that certain tract known as the Samuel Heiple tract described in that certain Deed from Jacob and Jemima J. Wheeler to Samuel Heiple, dated June, 1862 and recorded in Book "C", Page 708, Deed Records of said county, said point of intersection being 128 feet Southerly along said Westerly property line of N.E. 2nd Avenue from the Northeast corner of Fractional Block 12 of WHEELER'S ADDITION TO THE CITY OF PORTLAND, now a part of the City of Portland; thence Westerly along the North line of said Heiple tract, a distance of 260 feet, more or less, to the Easterly line of Fractional Block 13 of said WHEELER'S ADDITION TO THE CITY OF PORTLAND; thence Northerly along the Easterly line of said Fractional Block 13, a distance of 128 feet, more or less, to the Northeast corner thereof; thence Westerly along the Northerly line of said Fractional Block 13, a distance of 156 feet to a point; thence Southeasterly in a straight line, a distance of 617 feet, more or less, crossing said Fractional Block 13, the Heiple tract and that certain tract conveyed by Samuel and Mary Heiple to Benjamin Holladay by Deed dated July 23, 1869 and recorded in Book "I", Page 642, Deed Records of said county, to a point in the Southerly line of said Heiple tract, 25 feet Westerly of the said West line to N.E. 2nd Avenue, said South line of the Heiple tract being 30 feet Northerly of and parallel with the South line of N.E. Glisan Street; thence Easterly along the South line of the Heiple tract, distance of 25 feet to the said West line of N.E. 2nd Avenue; thence Northerly along the West line of N.E. 2nd Avenue, a distance of 345.18 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM those portions conveyed to the State of Oregon, by and through its State Highway Commission by Deed recorded September 10, 1954 in Book 1680, Page 139, Deed Records.

FURTHER EXCEPTING THEREFROM that portion conveyed to the State of Oregon, by and through its State Highway Commission by Deed recorded June 30, 1960 in Book 2016, Page 150, Deed Records.

FURTHER EXCEPTING THEREFROM that portion conveyed to the State of Oregon, by and through its Department of Transportation, Highway Division by Deed recorded March 30, 1990 in Book 2288, Page 1519, Deed Records.

TOGETHER WITH all of Blocks 20, 21, 22, 27, 28, 29, 40, 41 and 42, WHEELER'S ADDITION TO EAST PORTLAND, in the City of Portland, County of Multnomah and state of Oregon.

EXCEPTING THEREFROM those portions of Blocks 22, 27 and 42 lying within N.E. Martin Luther King Jr. Boulevard (N.E. Union Avenue).

FURTHER EXCEPTING THEREFROM that portion conveyed to the City of Portland, a municipal corporation of the State of Oregon by Deed recorded June 16, 1989 in Book 2212, Page 1157, Deed Records.

FURTHER EXCEPTING THEREFROM that portion conveyed to the State of Oregon, by and through its Department of Transportation, Highway Division by Deed recorded March 30, 1990 in Book 2288, Page 1519, Deed Records.

AND TOGETHER WITH all those portions of N.E. 2nd Avenue, N.E. 3rd Avenue, N.E. Pacific Street, N.E. Oregon Street and N.E. Irving Street vacated by City of Portland Ordinance No. 160626 and recorded June 2, 1988 in Book 2109, Page 374, Deed Records, which inured thereto the above described tracts of land.



# DAS License Agreement

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MERC CONTRACT NO. **XXXXXX**

## **EXHIBIT B TO LICENSE AGREEMENT**

### **LICENSED PREMISES-DAS FACILITIES**

Licensors and Licensees shall mutually review and approve the initial layout of the portion of the Licensed Premises applicable to the DAS Facilities, which mutual approval shall be confirmed in writing and which design shall be deemed to have been incorporated into this Exhibit B.

# DAS License Agreement

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MERC CONTRACT NO. **XXXXXX**

## **EXHIBIT C TO LICENSE AGREEMENT**

### **INITIAL DAS FACILITIES DESIGN**

Licensor and Licensee shall mutually review and approve the initial design of the DAS Facilities, which mutual approval shall be confirmed in writing and which design shall be deemed to have been incorporated into this Exhibit C.

# DAS License Agreement

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MERC CONTRACT NO. **XXXXXX**

## **EXHIBIT XX TO LICENSE AGREEMENT**

### **OCC's Fiber Specifications**

[To be added via amendment]

# DAS License Agreement

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MERC CONTRACT NO. **XXXXXX**

## **EXHIBIT YY TO LICENSE AGREEMENT**

### **OCC's Fiber Plant Installation Standards**

[To be added via amendment]

# DAS License Agreement

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MERC CONTRACT NO. **XXXXXX**

## **EXHIBIT D TO LICENSE AGREEMENT**

### **ACCESS PROCEDURES**

[To be added via amendment]

# DAS License Agreement

MERC CONTRACT NO. **XXXXXX**

## SCHEDULE 7.2

### **LICENSE FEES**

The License Fee amounts payable to Licensor during the Term will be equal to the below-designated percentage of the Sub-License Fee Income Stream (as hereafter defined) actually received by Licensee during the applicable period from each Sub-Licensee Carrier pursuant to the terms of a fully-executed and commenced Sub-License Agreement with Licensee authorizing the Sub-Licensee's use of the DAS Facilities for the Communications Purpose ("Licensor's Allocated Percentage"). As used in this Schedule 7.2, the term "Sub-Licensee Income Stream" means the monthly recurring Sub-License Fees actually received by Licensee (including applicable annual escalations thereof) pursuant to a fully-executed Sub-License Agreement with any Sub-Licensee. As used in this Agreement, "Sub-Licensee Income Stream" shall not be deemed to include any of the following: (i) any sales, use or similar tax required to be collected by Licensee from the Sub-Licensees; (ii) routine costs for maintenance and repairs of the DAS Facilities; (iii) utility costs not paid directly to Licensor by Sub-Licensees; (iv) system monitoring expenses; (v) additional payments, if any, by Sub-Licensees for reimbursement of capital, equipment, and/or construction costs, whether paid in lump sum or through a capital License payment/paid installment, or similar;; and (vi) other normal and customary operating expenses, including insurance costs incurred by Licensee.

<b><u>Sub-Licensee(s)</u></b>	<b><u>Licensor's Allocated Percentage</u></b>
For each Sub-Licensee	55% of the applicable Sub-Licensee Income Stream

## STAFF REPORT

### IN CONSIDERATION OF RESOLUTION NO. 16-4759, FOR THE PURPOSE OF APPROVING A DISTRIBUTED ANTENNA SYSTEM LICENSE AGREEMENT AT THE OREGON CONVENTION CENTER

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Date: December 15, 2016

Prepared by: Matthew Uchtman  
OCC Operations Director  
503-731-7841

#### BACKGROUND

The OCC is an event facility that hosts hundreds of conventions, conferences, meetings and other events throughout each year. Currently, the building's infrastructure unintentionally disrupts the transmission of cellular information throughout the building. As society's reliance on technology increases, this interference in cellular communication has become problematic for attendees, guests and clients. The OCC continuously receives customer complaints and poor scores on show reviews in response to the disrupted cellular service. Installation of the DAS system will enable multiple cell phone carriers to enhance their connectivity to attendees, guest and clients while at the OCC.

On May 12, 2016, the OCC asked for proposals from bidders to finance, design, install, activate, operate and maintain a success Distributed Antenna System (DAS). The OCC received nine responses to the RFP and extended in-person interviews to three of these companies. InSite was selected based on their overall experience with convention centers and the overall financial package to OCC. InSite will design, install and implement the system and ensure that the OCC has a fully installed and functional DAS by summer of 2017. This proposal will provide a permanent resolution to customer service issues at no cost to the OCC, while providing a positive financial impact through upfront payments to OCC and ongoing revenue sharing.

The Metropolitan Exposition Recreation Commission (MERC) previously approved the DAS License, by resolution, at its meeting on December 7, 2016.

#### ANALYSIS/INFORMATION

1. **Known Opposition** None
2. **Legal Antecedents** None
3. **Anticipated Effects** This proposal will provide a permanent resolution to customer service issues at no cost to the OCC, while providing a positive financial impact through upfront payments to OCC and ongoing revenue sharing.
4. **Budget Impacts**  
The OCC will have no cost to the facility and experience a positive impact on the budget as a result of the InSite contract. InSite has agreed to an upfront payment of \$150,000 to OCC within sixty days of an executed agreement. InSite will provide an additional \$25,000 payment to OCC within sixty days of full execution of any carrier agreement between InSite and the wireless carriers. Ongoing, they will



pay OCC 55% of monthly revenues, not including capital contributions or payment of ongoing pass through expenses for utilities, taxes, monitoring, insurance and maintenance paid by the carriers.

**RECOMMENDED ACTION** Staff recommends that the Metro Council, by Resolution 16-4759, approve the contract award and written license (attached hereto) to InSite for the OCC Distributed Antenna System and delegate authority to the General Manager of Visitor Venues to execute the contract. The ten-year DAS License allows InSite the opportunity to extend the license term for two additional periods, each period for a span of five years.

Agenda Item No. 4.2

Consideration of the Council Meeting Minutes for  
December 1, 2016

*Consent Agenda*

Metro Council Meeting  
Thursday, December 15, 2016  
Metro Regional Center, Council Chamber

Agenda Item No. 6.1

**Ordinance No. 16-1391**, For the Purpose of Annexing to the Metro District Boundary Approximately 29.78 Acres Located South of SW 161st Avenue and West of SW Finis Lane in the River Terrace Area of Tigard

*Ordinances (First Read)*

Metro Council Meeting  
Thursday, December 15, 2016  
Metro Regional Center, Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF ANNEXING TO THE	)	ORDINANCE NO. 16-1391
METRO DISTRICT BOUNDARY APPROXIMATELY	)	
29.78 ACRES LOCATED SOUTH OF SW 161 <sup>ST</sup> AVE	)	Introduced by Chief Operating Officer
AND WEST OF SW FINIS LANE IN THE RIVER	)	Martha J. Bennett with the Concurrence
TERRACE AREA OF TIGARD	)	of Council President Tom Hughes

WHEREAS, Polygon WLH LLC has submitted a complete application for annexation of 29.78 acres ("the territory") located south of SW 161<sup>st</sup> Ave and west of SW Finis Lane in the River Terrace area to the Metro District; and

WHEREAS, the Metro Council added the River Terrace area to the UGB, including the territory, by Ordinance No. 02-969B on December 5, 2002; and

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

WHEREAS, Metro has received consent to the annexation from the owner of the land in the territory; and

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

WHEREAS, the Council held a public hearing on the proposed amendment on December 15, 2016; now, therefore,

THE METRO COUNCIL ORDAINS AS FOLLOWS:

1. The Metro District Boundary Map is hereby amended, as indicated in Exhibit A, attached and incorporated into this ordinance.
2. The proposed annexation meets the criteria in section 3.09.070 of the Metro Code, as demonstrated in the Staff Report dated November 23, 2016, attached and incorporated into this ordinance.

ADOPTED by the Metro Council this \_\_\_\_ day of January 2017.

\_\_\_\_\_  
Tom Hughes, Council President

Attest:

Approved as to form:

\_\_\_\_\_  
Nellie Papsdorf, Recording Secretary

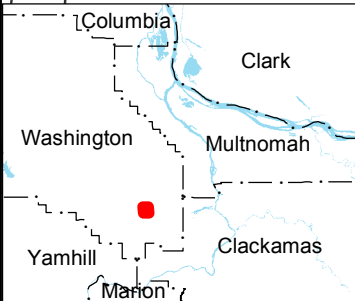
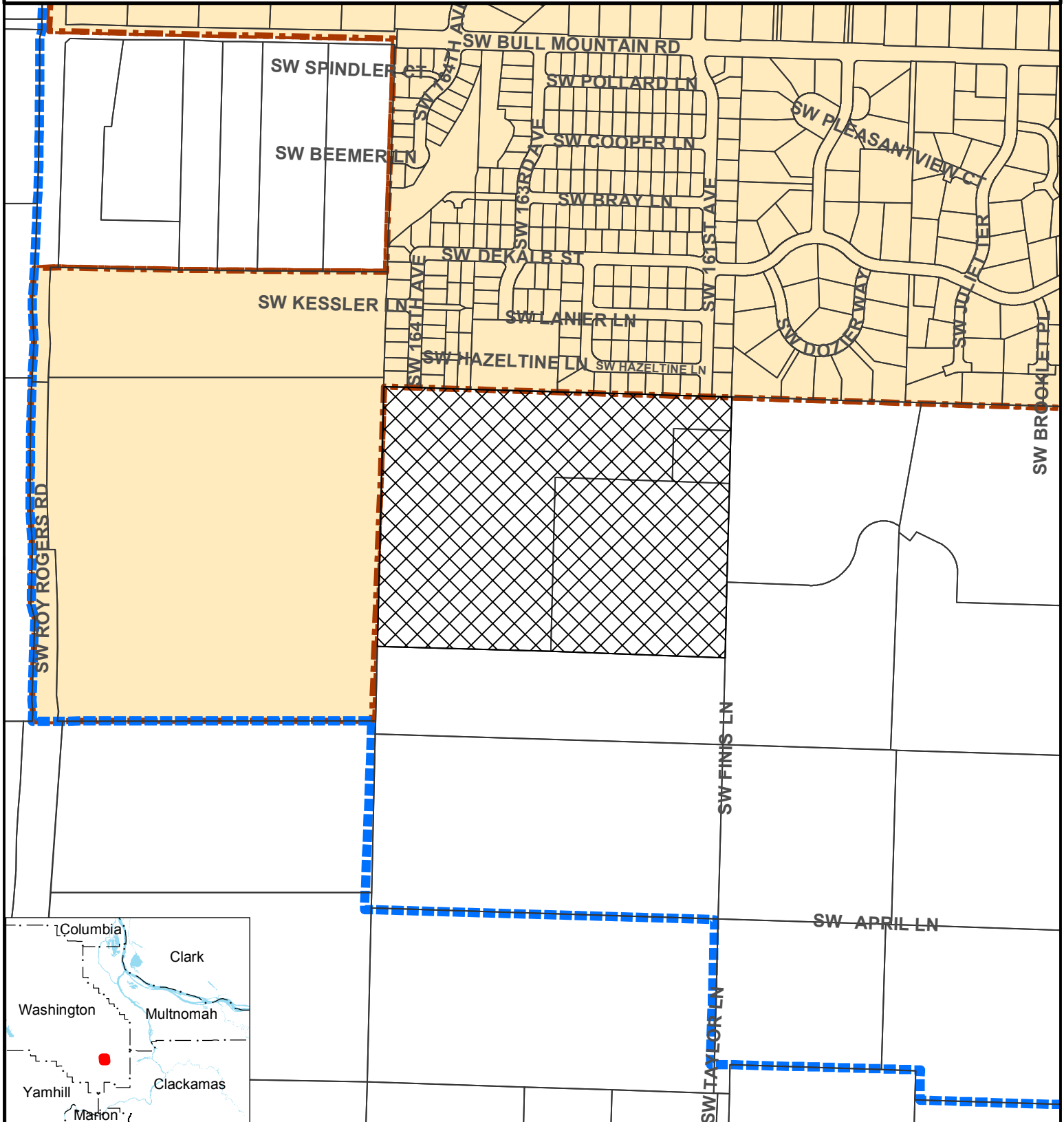
\_\_\_\_\_  
Alison R. Kean, Metro Attorney

# Proposal No. AN-0916





2S1W08

Annexation to the Metro District Boundary

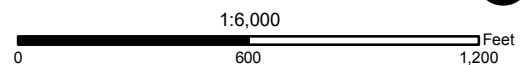
Washington County



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

-  Area to be annexed
-  Taxlots
-  Urban growth boundary
-  Metro District Boundary

## Proposal No. AN-0916 Metro District Boundary



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

## STAFF REPORT

IN CONSIDERATION OF ORDINANCE NO. 16-1391, FOR THE PURPOSE OF ANNEXING TO THE METRO DISTRICT BOUNDARY APPROXIMATELY 29.78 ACRES LOCATED SOUTH OF SW 161<sup>st</sup> AVE AND WEST OF SW FINIS LANE IN THE RIVER TERRACE AREA OF TIGARD

---

Date: November 23, 2016

Prepared by: Tim O'Brien  
Principal Regional Planner

### BACKGROUND

CASE: AN-0916, Annexation to Metro District Boundary

PETITIONER: Polygon WLH LLC  
109 E. 13<sup>th</sup> Street  
Vancouver, WA 98660

PROPOSAL: The petitioner requests annexation of three parcels to the Metro District boundary. The land is within the City of Tigard.

LOCATION: The parcels are located south of SW 161<sup>st</sup> Ave and west of SW Finis Lane in the River Terrace area of Tigard and total approximately 29.78 acres in size. A map of the area can be seen in Attachment 1.

ZONING: The property is zoned for residential use (R-7 & R-12) by Tigard.

The land was added to the UGB in 2002 and is part of the River Terrace Community Plan that was adopted by Tigard. The land must be annexed into the Metro District for urbanization to occur.

### APPLICABLE REVIEW CRITERIA

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

#### *3.09.070 Changes to Metro's Boundary*

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

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

#### Staff Response:

The subject parcel was brought into the UGB in 2002 through the Metro Council's adoption of Ordinance No. 02-969B.

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

Staff Response:

The conditions of approval for Ordinance No. 02-969B include a requirement that Washington County apply interim protection measures for areas added to the UGB as outlined in Urban Growth Management Functional Plan Title 11: Planning for New Urban Areas. Title 11 requires that new urban areas be annexed into the Metro District Boundary prior to urbanization of the area. Washington County applied the Future Development 20 (FD-20) zone to the expansion area. The subject property was annexed to Tigard in August 2013 and the River Terrace Community Plan was adopted in 2014. The applicant is currently moving forward with annexation to Clean Water Services. These measures ensured that urbanization would occur only after annexation to the necessary service districts is completed.

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

Staff Response:

The parcel proposed for annexation is part of Tigard's River Terrace Community Plan Area, adopted by the City of Tigard in 2014. The proposed annexation is consistent with the community plan and is required by Tigard as part of a land use application. Thus the inclusion of the property within the Metro District is consistent with applicable cooperative urban service agreements and concept plan.

## ANALYSIS/INFORMATION

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

**Legal Antecedents:** Metro Code 3.09.070 allows for annexation to the Metro District boundary.

**Anticipated Effects:** This amendment will add approximately 29.78 acres to the Metro District. The land is currently within the UGB and within the City of Tigard. Approval of this request will allow for the urbanization of the parcel to occur consistent with the River Terrace Community Plan.

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





## RECOMMENDED ACTION

Staff recommends adoption of Ordinance No. 16-1391.



Washington County

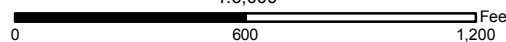


 Area to be annexed  
 Taxlots  
 Urban growth boundary  
 Metro District Boundary

## Proposal No. AN-0916 Metro District Boundary



1:6.000



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

Agenda Item No. 6.2

**Ordinance No. 16-1392**, For the Purpose of Annexing to the  
Metro District Boundary Approximately 33.68 Acres Located  
Near SE Century Boulevard and SW 209th Avenue in South  
Hillsboro

*Ordinances (First Read)*

Metro Council Meeting  
Thursday, December 15, 2016  
Metro Regional Center, Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF ANNEXING TO THE	)	ORDINANCE NO. 16-1392
METRO DISTRICT BOUNDARY	)	
APPROXIMATELY 33.68 ACRES LOCATED NEAR	)	Introduced by Chief Operating Officer
SE CENTURY BLVD AND SW 209 <sup>TH</sup> AVE IN	)	Martha J. Bennett with the Concurrence of
SOUTH HILLSBORO	)	Council President Tom Hughes

WHEREAS, Pahlisch Homes has submitted a complete application for annexation of 33.68 acres ("the territory") located near SE Century Blvd. and SW 209<sup>th</sup> Ave in South Hillsboro to the Metro District; and

WHEREAS, the Metro Council added this portion of South Hillsboro to the UGB, including the territory, by Ordinance No. 02-969B on December 5, 2002; and

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

WHEREAS, Metro has received consent to the annexation from the owner of the land in the territory; and

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

WHEREAS, the Council held a public hearing on the proposed amendment on December 15, 2016; now, therefore,

THE METRO COUNCIL ORDAINS AS FOLLOWS:

1. The Metro District Boundary Map is hereby amended, as indicated in Exhibit A, attached and incorporated into this ordinance.
2. The proposed annexation meets the criteria in section 3.09.070 of the Metro Code, as demonstrated in the Staff Report dated November 23, 2016, attached and incorporated into this ordinance.

ADOPTED by the Metro Council this \_\_\_\_ day of January 2017.

\_\_\_\_\_  
Tom Hughes, Council President

Attest:

Approved as to form:

\_\_\_\_\_  
Nellie Papsdorf, Recording Secretary

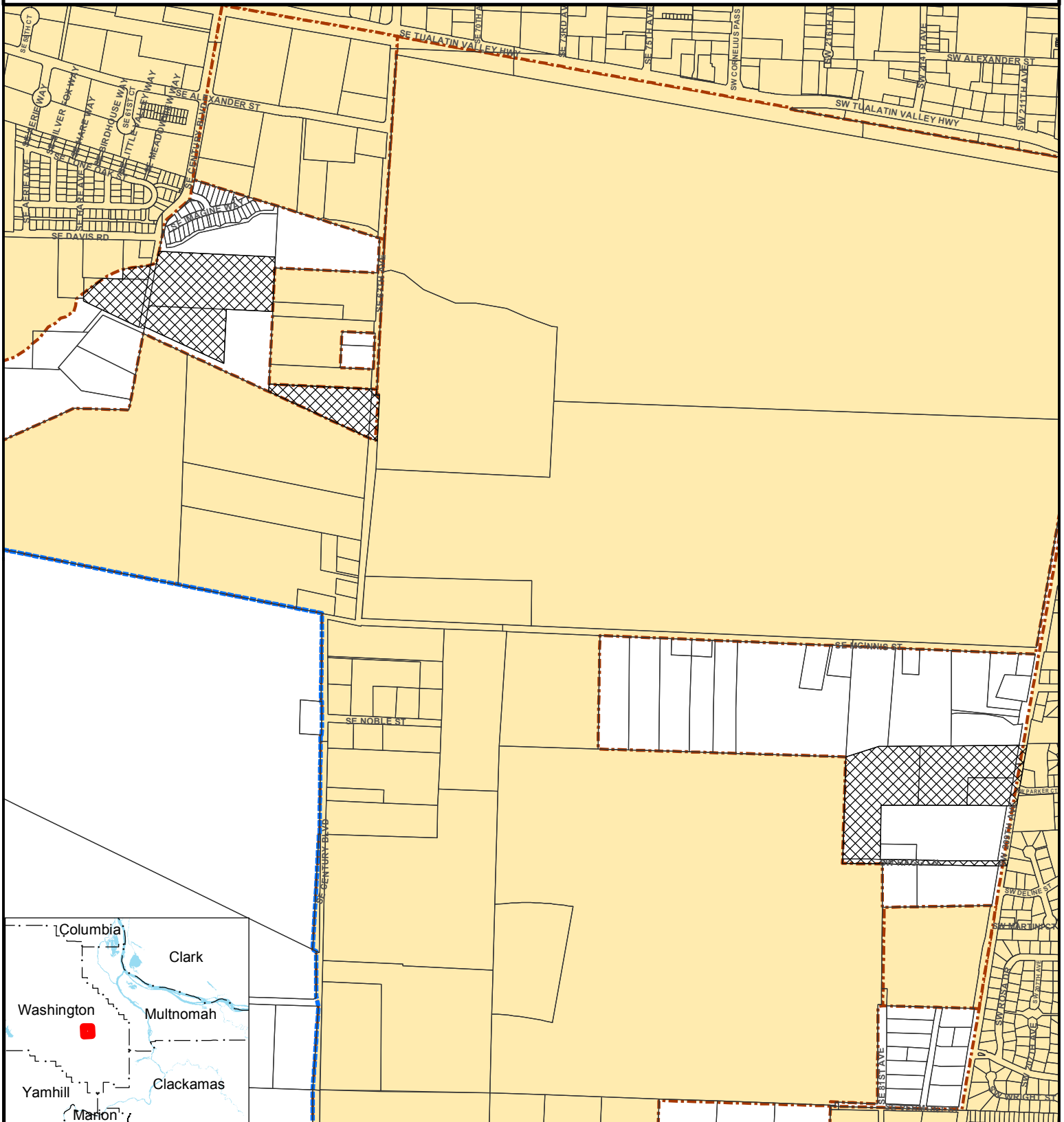
\_\_\_\_\_  
Alison R. Kean, Metro Attorney

# Proposal No. AN-1016





1S2W10, 1S2W14, 1S2W15

Annexation to the Metro District Boundary

Washington County



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

-  Area to be annexed
-  Taxlots
-  Urban growth boundary
-  Metro District Boundary

## Proposal No. AN-1016 Metro District Boundary



Scale: 1:12,000  
0 1,200 2,400 Feet

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

## STAFF REPORT

IN CONSIDERATION OF ORDINANCE NO. 16-1392, FOR THE PURPOSE OF ANNEXING TO THE METRO DISTRICT BOUNDARY APPROXIMATELY 33.68 ACRES LOCATED NEAR SE CENTURY BLVD AND SW 209<sup>TH</sup> AVE IN SOUTH HILLSBORO

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Date: November 23, 2016

Prepared by: Tim O'Brien  
Principal Regional Planner

### BACKGROUND

CASE: AN-1016, Annexation to Metro District Boundary

PETITIONER: Pahlisch Homes  
210 S Wilson Avenue, Suite 100  
Bend, OR 97702

PROPOSAL: The petitioner requests annexation of nine partial or entire parcels to the Metro District boundary. The land was recently annexed to the City of Hillsboro.

LOCATION: The land is located near SE Century Blvd. and SW 209<sup>th</sup> Ave and totals approximately 33.68 acres in size. A map of the area can be seen in Attachment 1.

ZONING: The land is zoned for low, medium and multi-family residential use (SFR-4.5, SFR-6, SFR-7 & MFR-1) by Hillsboro.

The land was added to the UGB in 2002 and is part of the South Hillsboro Community Plan that was adopted by Hillsboro. The land must be annexed into the Metro District for urbanization to occur.

### APPLICABLE REVIEW CRITERIA

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

#### *3.09.070 Changes to Metro's Boundary*

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

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

Staff Response:

The subject parcel was brought into the UGB in 2002 through the Metro Council's adoption of Ordinance No. 02-969B.

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

Staff Response:

The conditions of approval for Ordinance No. 02-969B include a requirement that Washington County apply interim protection measures for areas added to the UGB as outlined in Urban Growth Management Functional Plan Title 11: Planning for New Urban Areas. Title 11 requires that new urban areas be annexed into the Metro District Boundary prior to urbanization of the area. Washington County applied the Future Development 20 (FD-20) zone to the expansion area. The subject property was recently annexed to Hillsboro and the South Hillsboro Community Plan was adopted in 2014. The applicant is currently moving forward with annexation to Clean Water Services. These measures ensured that urbanization would occur only after annexation to the necessary service districts is completed.

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

Staff Response:

The parcel proposed for annexation is part of the South Hillsboro Community Plan Area, adopted by the City of Hillsboro in 2014. The proposed annexation is required by Hillsboro as part of a land use application and city annexation approval. The annexation is also consistent with the Hillsboro Urban Service Agreement, adopted April 2003. Thus the inclusion of the property within the Metro District is consistent with applicable cooperative urban service agreements and the South Hillsboro Community Plan.

## ANALYSIS/INFORMATION

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

**Legal Antecedents:** Metro Code 3.09.070 allows for annexation to the Metro District boundary.

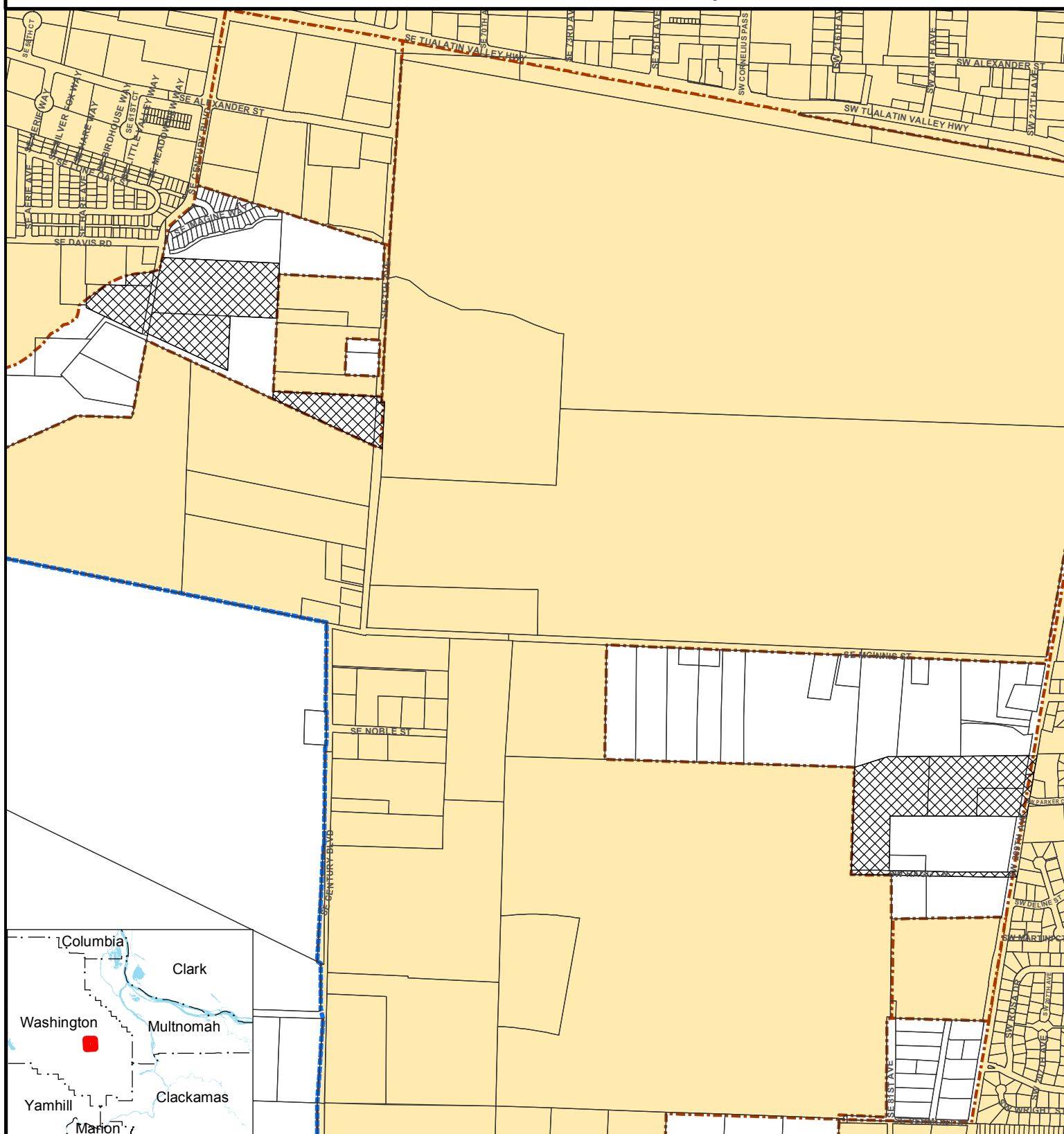
**Anticipated Effects:** This amendment will add approximately 33.68 acres to the Metro District. The land is currently within the UGB and within the City of Hillsboro. Approval of this request will allow for the urbanization of the parcels to occur consistent with the South Hillsboro Community Plan.

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

## RECOMMENDED ACTION

Staff recommends adoption of Ordinance No. 16-1392.

Washington County



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



Area to be annexed



## Taxlots



Urban growth boundary



Metro District Boundary

## Proposal No. AN-1016 Metro District Boundary



1:12,000

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



Materials following this page were distributed at the meeting.

**Stafford Hamlet**

Jay Minor, Chair  
18300 S Whitten Lane  
West Linn, OR 97068  
[Jayminor2@gmail.com](mailto:Jayminor2@gmail.com)

December 15, 2016

Metro Council President Tom Hughes and Councilors  
600 NE Grand Ave  
Portland, Oregon, 97232

RE: Stafford Area Urban Reserve Designation  
Subject: Stafford Hamlet Community Vision Plan 2015

President Hughes and Councilors,

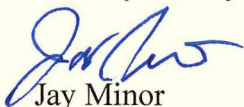
My name is Jay Minor, the current Board Chair of the Stafford Hamlet and a 29 year resident of the area. I am here today to formally present Stafford Hamlet Community Vision Plan (CVP) that was adopted by an 86% vote by the citizens of the four thousand acre area. We refer to the CVP as the "Stafford Compromise".

As the Metro Council is aware, everyone is looking for a Stafford land use solution including the three surrounding Cities, the County, the Hamlet, and Metro! The citizens of the Hamlet believe it is time to look outside the box and solve some of the intrinsic problems that have continued to bedevil land use planning in our area for over thirty years. Metro has an opportunity to work with the Cities, County, and Hamlet to help solve the problems. We feel that our solution would solve many of the issues. Our CVP Plan envisions the Borland area as an Urban Reserve (Area 4C) and the area north of the Tualatin River (Areas 4A and 4B) be undesignated with the EFU area consisting of 1,200 acres be rezoned for small farming activity. The rezoning of this rural/urban interface would allow for new "model small farming" activities.

I have provided handouts to you that consist of or Value and Vision Statement that was adopted by an 87% vote in 2009 (with an up to date area map insert) and a pamphlet that describes our Community Vision Plan.

Certainly, there is not enough time to discuss our plan in depth with you today, but in the spirit of Goal 1, we request that all future work sessions with the County, Cities and others, that we be invited to participate.

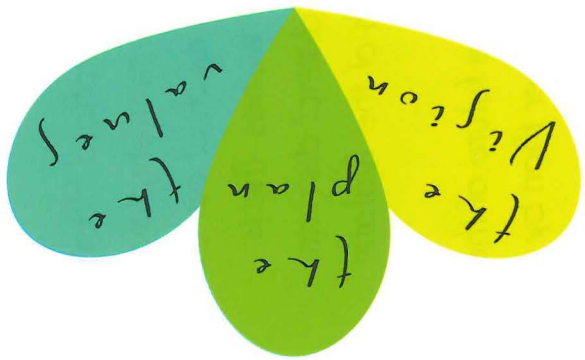
Thank you for your attention and consideration,

  
Jay Minor  
Board Chair  
Stafford Hamlet



2015

# Community Vision Plan



## THE STAFFORD HAMLET



### How we wrote the plan

The Stafford Hamlet (“Hamlet”) advisory group was created in 2006. It is part of Clackamas County’s Hamlets and Villages program that allows residents of unincorporated areas to have a voice in their own destiny. It was born out of the idea that although change is inevitable, future generations will only enjoy our same quality of life if thoughtful, well-conceived change is implemented by current Hamlet residents.

The Hamlet consists of 3,930 acres, comprised of 2,760 acres of RRFF-5 (Rural Residential/Farm Forest) land and 1,170 acres of EFU (Exclusive Farm Use) land. This total includes 1,336 acres of riparian lands (waterways and wetlands) protected by State statutes, public and private open spaces, rights of way and land too steeply sloped to economically accommodate development and its necessary infrastructure.

Our 2009 “Vision and Values” statement, created after two years of public input and approved by a large majority of

those who voted, details the “Stafford Character”—the special culture and nature of the area that the Hamlet community supports preserving as we consider any development in the Hamlet.

That character includes:

- Preservation of open spaces, pastoral views, native and heritage trees, and wildlife.
- Safe-guarding clean air and groundwater.
- Visual connection with historical buildings, agriculture and livestock.
- A safe, secure, serene environment.
- Protecting the quality of the Tualatin River and its tributaries.
- Having any future development being done thoughtfully, fairly, and in a balanced manner that helps build a strong community.

Hamlet bylaws require the creation of a Community Vision Plan (CVP) that details our vision for the future of the Hamlet. In the fall of 2014, as we were in the final stages of preparing this plan, Clackamas County asked for specifics about our vision for our area. To that end, we held an advisory vote for Hamlet residents to clarify their vision for the future of our community.

After community consensus that considered all potential scenarios, the following two alternatives were presented to the voters as those that best fit the Visions and Values:

Keep the Urban Reserve designation for the entire Hamlet; or designate only the Borland area (south of the Tualatid River) as Urban Reserve, with the area north of the river plus the Halcyon neighborhood as “undesigned” or non-urban.

A large majority of those who voted preferred the second option. (See chart, flip side) Combined with our desire to preserve the Stafford Character in ways consistent with our values, this vote is a cornerstone for the vision plan we

Thank you to the scores of volunteers that have contributed ideas, funds, and hours of their weekends on this project.

info@staffordhamlet.com

The Stafford Hamlet  
19995 Stafford Rd #7  
West Linn, OR 97068

Established 2006



## WELCOME to the Stafford Hamlet

William Stafford

*Oregon is unspeakably green.  
It is the thin light  
left over from Eden.*



We value the qualities—the “Stafford Character”—that make our community a valuable place to live. These are:

- Balance and fairness in our community.
- The Tualatin River and its tributaries and wetlands.
- A strong community.
- Thoughtful change.
- The legal rights of property owners.
- Our connections to each other and to surrounding communities and resources.



present here. This approach to the future of the Hamlet mirrored that of the Clackamas County Urban Reserve /Rural Reserve Policy Advisory Committee. In 2009, after a two-year process of evaluating land against strict criteria for Metro’s Urban Reserve creation, that committee recommended that the Stafford Hamlet be undesignated, except for the compromise stipulation that Borland be placed in urban reserves.

Understanding that our community impacts those around us, as theirs impacts us, we propose this as a regional solution that benefits Hamlet residents and the future generations who will live here, as well as residents of the surrounding cities, by providing a pastoral buffer zone their residents can (and do) enjoy but still allows them to keep their own individual character and identity.

### The Stafford Hamlet plan is THE SOLUTION because:

1. Classifying the Borland Neighborhood “urban reserve” gives Clackamas County the shovel-ready employment land we need and focuses density near I-205. New development pays for new infrastructure.
2. Classifying North Stafford “undesigned” preserves the green buffer between the cities growing around us.
3. The option to upzone EFU land in North Stafford gives flexibility to large property owners while maintaining the Stafford Character. Minimal new infrastructure is required.



The Community Vision Plan embraces Stafford Hamlet's uniqueness in a way that allows for some development/employment lands where most viable while also protecting as much of our open spaces as possible, in accordance with residents' wishes. This is accomplished by considering the Hamlet as two distinct districts instead of one: 1) Borland, and 2) the area north of the Tualatin River (plus the Halcyon neighborhood). This compromise solution to differing opinions on the future of the Hamlet is meant to be implemented as a whole rather than by considering the Borland area and the area north of the river/Halcyon neighborhood as separate, unrelated entities.



# SOLUTION BORLAND

Hamlet Lands North of I-205 and South of the River

The Borland area south of the Tualatin River (excluding the Halcyon neighborhood) has a gross total of 520 acres, with a net developable area of 240 acres. As was cited in our Vision and Values statement, it is the most appropriate area of the Hamlet for denser development because of its flat terrain and proximity to I-205.

### Development Considerations

Eventual development of the Borland area will require provision of public services, such as sewer, water and roads. These services will be provided by 1) a willing city, which would annex the area and make it subject to that city's Comprehensive Plan, or 2) a recognized governance entity.

We envision the Borland employment area as a Kruse-Way-type commercial development of class "A" office buildings that also includes restaurants and other retail business to support the people working there. This may include areas such as corporate campuses, medical facilities, and research and development. Development is expected to respect our neighbors, lower heights near schools, the Halcyon neighborhood, and the Tualatin River.

Developers should pay the costs of infrastructure and development. Such costs should not be the responsibility of residents of other areas of the Hamlet.

A traffic study and transportation plan will be needed to deter-

mine the transportation structure to accommodate planned development and to mitigate the impact development would have on the surrounding cities, the Stafford Hamlet and the region.

We expect any development to be a model of "green" urbanism, with consideration and enhancement of the natural features that make Borland special, including creek-side trails and Tualatin River wildlife.

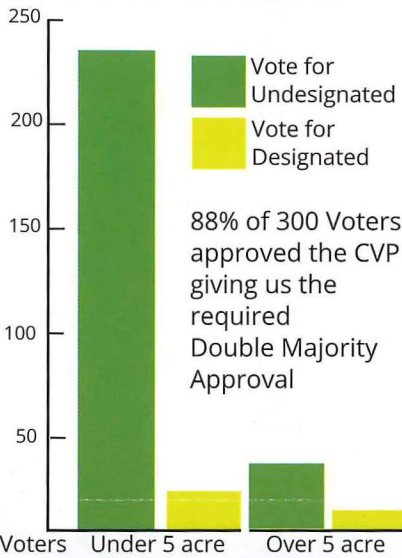
Development must be done with careful consideration so as not to negatively impact Halcyon and adjacent neighborhoods.

### Hamlet Acres, by type \*

Borland Road Area	520	North of Tualatin River	3,370
- Church, School, Riparian		RRFF5	2,200
/Flood, Right of Way	280	EFU	1,170
Net Urban Available	240	-Riparian, Public and Private	
		Open Spaces	385
		Net EFU	785

\*EFU - Exclusive Farm Use  
RRFF5 - Rural Residential Farm Forest 5 Acres

## 2015 CVP Adoption Vote Results



## SOLUTION THE NORTH

Hamlet Lands North of the River and Halcyon Neighborhood

This area consists of 3,370 acres gross, made up of 2,200 acres of RRFF-5 (Rural Residential/Farm Forest) land and 1,170 gross acres of EFU (Exclusive Farm Use) land. The EFU total includes 385 acres that are riparian, public and private open spaces and rights of way.

This area is notable for its habitats for many native and sensitive plants and wildlife, which is enhanced by its connected open spaces, trails, and running waters, for its productive soils, and for its many heritage trees, all of which contribute to the health and enjoyment of the greater community.

### Potential Development

Outside of the zoning allowances of RRFF-5 and FF-10, we do not support any employment land north of the river. We support up-zoning of Exclusive Farm Use (EFU) land, which currently allows only one home per 80 acres, as follows:

Up-zoning in EFU land to allow: 1) RRFF-5 (5-acre) zoning, which would result in a potential maximum of 116 new homes, or 2) FF-10 (10-acre) zoning, which would result in a potential maximum of 43 new homes. Existing land outside the EFU would continue to be zoned RRFF-5.

We anticipate that, to the extent possible, any new housing would be clustered to maximize open space.

Any new development would, of course, comply with existing state laws regarding aquifer protection and septic percolation.

With this potential maximum number of new homes, no new infrastructure (sewer, water, roads, schools, public buildings and services) will be required, so no additional costs to residents will be incurred. New construction fees for private builders will be lower because the area is unincorporated.

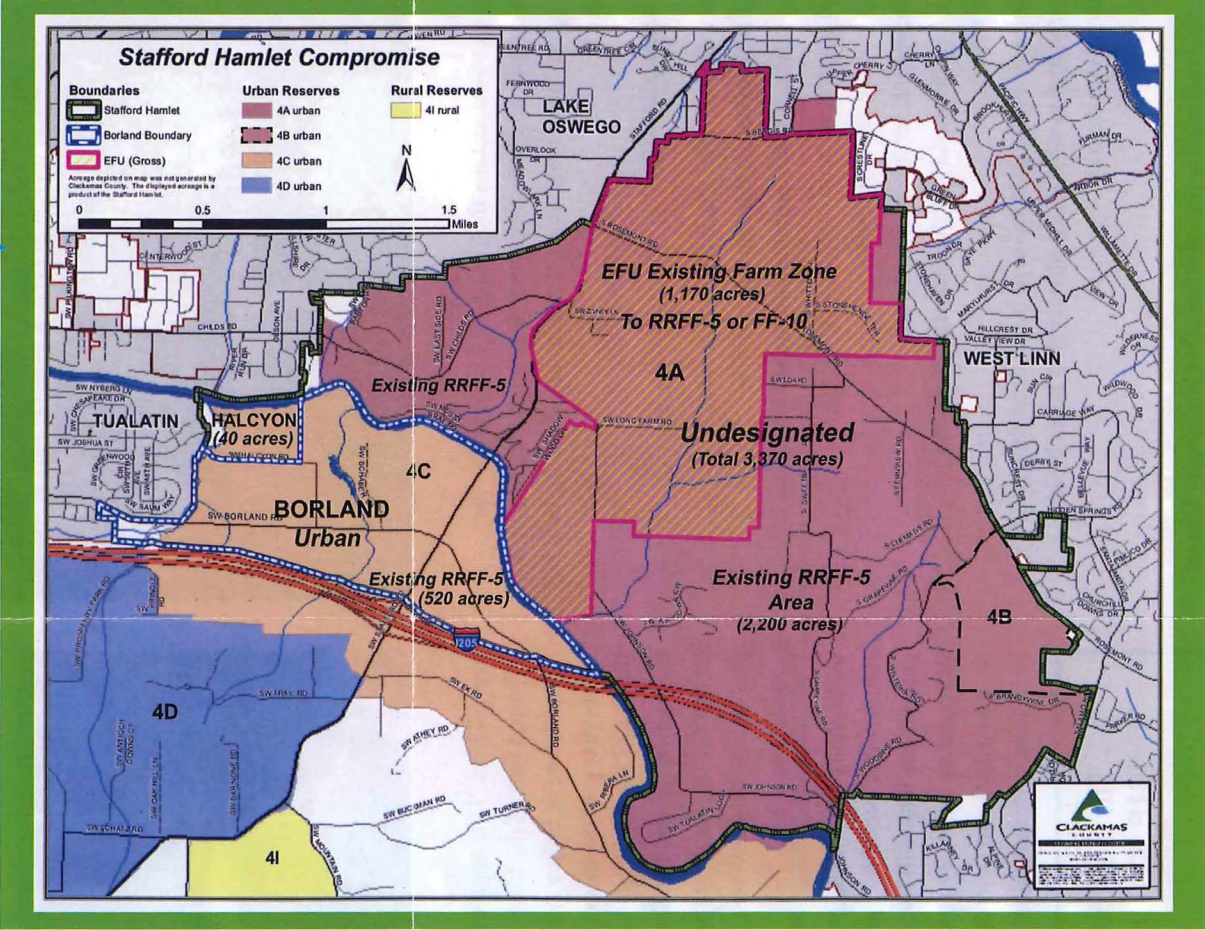
### Preservation

As part of our commitment to preserving the Stafford Character, we also support exploring and promoting:

Open space and park acquisition, including working with willing landowners to purchase land and securing easements for permanent open spaces, buffer areas, and historic sites. Buyers could also be Metro, neighboring cities, land trusts, or other mechanisms.

Open-space-friendly eco-businesses, such as farms, tree farms, ranches, vineyards, orchards and equine centers that would enhance the area.

A close working relationship with Metro and other entities to increase connectivity within the Hamlet and between the Hamlet and the three surrounding cities through pedestrian pathways, trails, bike paths and equestrian trails.



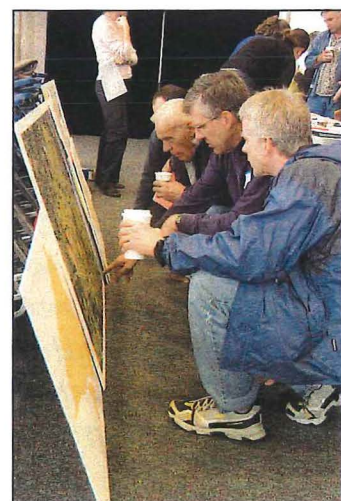




This Values and Vision Statement declares the core community values of the Stafford Hamlet, as well as general principles for future development, if necessary.

The Values and Vision Statement was developed through a consensus process that included 20 neighborhood meetings, several Town Halls, and surveys of the community. This process took place over two years and involved hundreds of community members.

In March, 2009, this Values and Vision Statement was approved by 87% of the 225 community members who voted on it.



# STAFFORD HAMLET

## VALUES & Vision



[www.staffordhamlet.org](http://www.staffordhamlet.org)  
PO Box 4561, Tualatin, OR 97062





# *The Stafford Hamlet* was born out of the idea that change is inevitable, including changing the way we develop.

---

We have seen the defining character of many Oregon communities be destroyed because they were unable to make their voices heard. So in 2006 we came together—as landowners and neighbors, as developers, conservationists, and people in the middle—to create a model of limited self-governance recognized by Clackamas County as The Stafford Hamlet.

The Hamlet community solidly supports preserving the Stafford Character, which includes open space, pastoral views, native trees and wildlife, and the Tualatin River and its tributaries. The community feels that growth and development, should it occur in Stafford, must be done thoughtfully, and in a fair and balanced manner that builds a strong, complete community and respects the rights of property owners.

This statement expresses the essence of our desire to provide long-term stewardship of the Stafford Hamlet.

Our purpose is not to formulate a plan for development, nor to refuse one. Our purpose is simple but challenging: to unite in crafting meaningful recommendations for change that serve both individual interests and the common good in a manner that is just, fair, and reasonable for all.

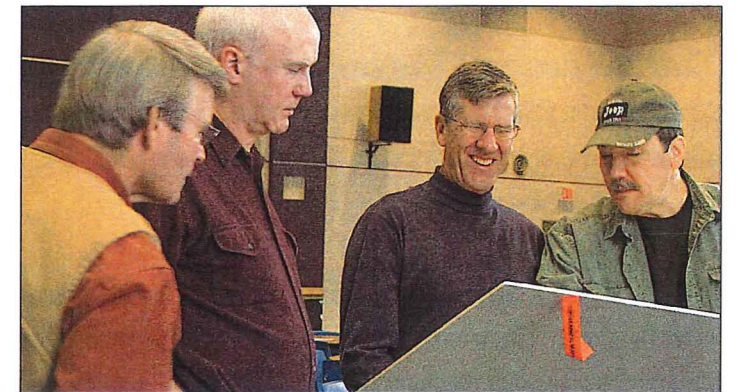
Out of a mutual respect for a wide spectrum of opinions, and a firm commitment to finding common goals and interests, the Stafford Hamlet has crafted this Values and Vision Statement to serve as our road map to the future.

## *We value thoughtful change.*

We must be good stewards of the Stafford Character, not just for ourselves but for future generations. When change is planned and predictable it maintains a strong, stable community. Changes shall comply with state laws and seek to achieve state land-use goals, while maintaining the best of the Stafford Character. Planning should incorporate the best ideas from similar communities, both national and local, where appropriate. Building practices should reflect good stewardship.

## *We value a strong community.*

A strong community is fostered by interaction around a set of common goals and values. We have chosen to be guided by transparent, consensus-based decision-making in order to best reflect community priorities. Every citizen's voice is worth hearing. There is strength in unity and in maintaining the integrity of our community; fragmentation and divisiveness weaken our voice in regional decisions. Physical realities such as parks and public places provide gathering places, which help build a healthy, vibrant, and connected community. Quality education for young people is essential to the future of the community. We do not exist in isolation, and need to work with surrounding cities and jurisdictions.

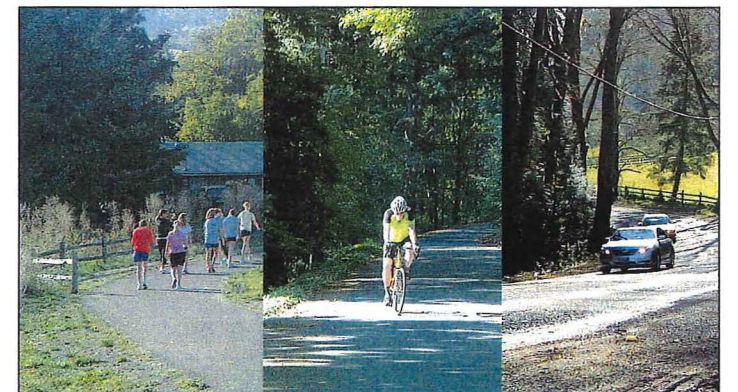


## *We value the legal rights of property owners.*

Property owners have legal rights for development or preservation, as well as other rights of usage. Fair compensation is due when private land is used for the public's good.

## *We value our connections to each other and to surrounding communities and resources.*

Stafford's proximity and access to urban services and resources should not be diminished through congestion or poor traffic planning. Accessibility and mobility within the Hamlet should be optimized, safe, and multi-modal (auto, public, bike, pedestrian).





## Values

*We value the qualities—the "Stafford Character"—that make our community a desirable place to live.*



The Stafford Hamlet is quiet and peaceful, and residents have a sense of privacy. The Hamlet offers open space, pastoral views, and freedom from city lights. Native trees and wildlife enhance the experience of living here. The Tualatin river and tributaries such as Wilson Creek are an essential part of the community's character. Accessible natural areas keep people connected with the natural world. Our air is clean and our groundwater is of good quality, although

limited. Old barns and farms are still visible and keep people in touch with Stafford's history. Most neighborhoods contain a variety of residential styles and lifestyles, and sometimes include agriculture and livestock. Some parts of Stafford have quality agricultural soils. Residents feel secure and safe here.

*We value balance and fairness in our community.*

The needs and desires of individuals, the Stafford community, and the surrounding region are sometimes in conflict. Similarly, economic, social, and environmental goals can be at odds. Our community decisions will strive for a balance between these competing interests, and we will work for common purposes. Competing interests can give rise to synergy and lead to creative solutions. New infrastructure and services should be efficient, cost-effective, and installed with minimal disruption; the cost of new services and infrastructure should be apportioned fairly, and development should pay for itself. Different parts of Stafford are suited to different uses; these potential different uses afford us the opportunity to create a Complete Community where people can live, work, and play.

*We value the Tualatin River and its tributaries and wetlands.*



The Tualatin River is a peaceful and scenic stream with some public access. It is a natural corridor for wildlife. Riparian areas and tributaries are essential to river health and wildlife. The river needs to be protected from pollution and excess stormwater runoff. Existing flood plains and natural wetlands function as pollution filters and should not be disturbed.

## Vision

### *Infrastructure Needs*

Existing infrastructure, including transportation, water, sewer facilities, parks, and schools, is not adequate to accommodate a significant increase in density anywhere in the Hamlet. There are concerns that the Hamlet's groundwater may be limited, so provision of new sources of drinking water may become a priority for further development here. Provision of adequate facilities must be addressed before significant development occurs.

### *Clustering to Preserve Open Space*

Clustering, which concentrates development so that open land is preserved without sacrificing economic viability, is a desirable style of development for some parts of the Hamlet. Clustering appears to have the potential to preserve the Stafford Character while still allowing some development.

### *Areas of Limited or No Development*

There are significant areas of the Hamlet that will not be developed or will have very limited development. These include: riparian zones, flood plains, wildlife habitat, steep slopes, and slide areas. These areas are shown on county and regional maps (see the attached map), and development options are determined by state, county, and regional statutes and policy. This is also consistent with the Hamlet's Values Statement.

### *Borland Development*

The Borland area—south of the Tualatin River and north of I-205, not including the Halcyon neighborhood—is the most reasonable to develop for the purposes of residential densities and employment opportunities. Great care must be taken to protect the Tualatin River and to maintain the Stafford Character.

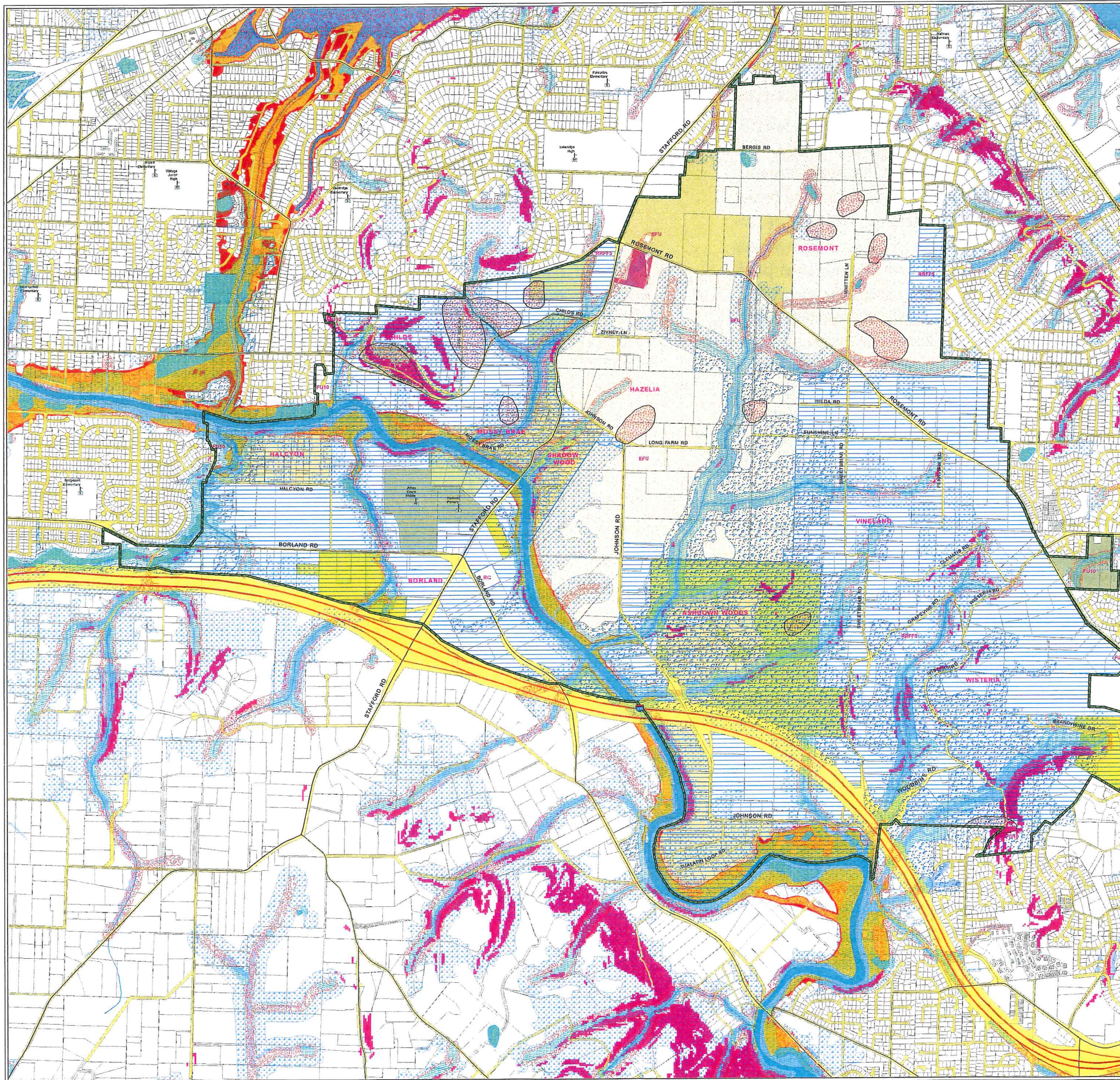
### *EFU Lands and Large Parcels*

Exclusive Farm Use (EFU) land and other large parcels, currently limited to one house per 80 acres, should be permitted to divide into smaller parcels for the purposes of both development and preservation. We are committed to developing these lands in a thoughtful manner that allows economic viability while preserving their value as a resource for agriculture, wildlife habitat, and open space.

### *Previously Developed Neighborhoods*

Already developed residential neighborhoods—Halcyon, Mossy Brae, Shadowwood, Tualatin Loop/Johnson Road south of I-205, and Ashdown Woods—should not be redeveloped to greater density. Existing lot sizes have already been established, are well accepted, and provide value to the community with their individuality and character.





### Stafford Hamlet

#### Legend

**Boundary Info.**

- Parcel Lines
- Stafford-Tualatin Valley Hamlet & CPO

**Street Info.**

- Right of Way

**Schools**

- Elementary School
- Middle School
- High School

**Zoning**

- EFU
- RRFF5

**GeoHazards**

- SLIDO
- Statewide Landslide Information Database for Oregon

**Slope Stability**

- High - Slopes greater than 45 percent and existing landslides.

**FEMA 2008**

- 500 Year Flood
- 100 Year Flood
- 100 Year Flood / Floodway

**Habitat Inventory**

- Riparian Corridors / Wildlife Habitat Class I - Areas support 3 or more riparian functions.
- Riparian Corridors / Wildlife Habitat Class II - Areas supporting 1 or 2 primary riparian functions.
- Upland Wildlife Habitat Class A - Areas with secondary riparian value that have high value for wildlife.
- Upland Wildlife Habitat Class B - Areas with secondary riparian value that have medium value for wildlife habitat.

**Environmental Features**

- Title 3 Wetlands
- Title 3 Riparian

**Parcels**

- Previously Developed Areas


**Land Ownership**

- PGE Substation
- Church Owned Lands
- School Owned Lands

**Parks - RLIS**

- Public Owned Open Space
- Private Owned Open Space

0 0.05 0.1 0.2 0.3 0.4 Miles

  
CLACKAMAS COUNTY  
OFFICE OF PLANNING AND DEVELOPMENT  
2010 CLACKAMAS COUNTY GENERAL PLAN  
STAFFORD HAMLET STUDY AREA



**Stafford Hamlet, Map 2**  
**Zoning, Housing,**  
**Tax Lots And**  
**Other Features**

**Legend**

**Boundary Info.**

- Parcel Lines
- Borland Area
- Stafford-Tualatin Valley Hamlet & CPO

**Street Info.**

- Right of Way

**Structure Info.**

- Master Address File  
(Approx. house locations)

**Public Service Centers**

- Schools

**Zoning**

- EFU (without restrictions)
- RRFF5 (without restrictions)

**Degree of Slope**

- 20 - 45

**Slope Stability**

- High - Slopes greater than 45 percent and existing landslides.

**FEMA 2008**

- 500 Year Flood
- 100 Year Flood
- 100 Year Flood / Floodway

**Habitat Inventory**

- Riparian Corridors / Wildlife Habitat Class I - Areas support 3 or more riparian functions.
- Riparian Corridors / Wildlife Habitat Class II - Areas supporting 1 or 2 primary riparian functions.

**Environmental Features**

- Title 3 Wetlands
- Title 3 Riparian

**Parcels**

- Previously Developed Areas  
(Small Lot Neighborhoods)

**Land Ownership**

- PGE Substation
- Church Owned Lands
- School Owned Lands

**Parks**

- METRO Open Space
- Lake Oswego Open Space
- Private Owned Open Space



0 0.05 0.1 0.2 0.3 0.4 Miles



CLACKAMAS COUNTY  
Geographic Information Systems  
DEPARTMENT OF INFORMATION TECHNOLOGY AND COMMUNICATIONS  
CLACKAMAS COUNTY  
STAFFORD HAMLET, MAP 2  
ZONING, HOUSING, TAX LOTS AND OTHER FEATURES  
2010

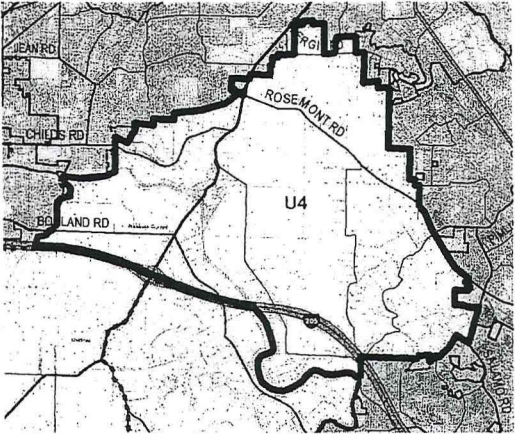


Clackamas County Urban/Rural Reserves Project

Policy Advisory Committee

PAC Polling on Candidate Urban Reserve Areas, with Input from Staff and Planning Commission

August 24, 2009

URBAN RESERVE DISCUSSION AREA WITH PAC MAJORITY	PAC STRAW POLL AND RATIONALE	STAFF SUGGESTION, OPTIONS AND RATIONALE	PLANNING COMMISSION RECOMMENDATIONS AND RATIONALE
<p>Area U-4: Stafford</p> 	<p><b>Majority (8):</b> Designate the Borland Area only (north of I-205, east of Tualatin, south of Borland Road) as urban reserve. <i>Rationale: This area is most suitable for employment land. Supports Hamlet vision.</i></p> <p><b>Minority (6):</b> Designate entire area urban reserve. <i>Rationale: Lots of infrastructure work in Stafford/Borland area. Suitable employment lands that will be needed in 50 years.</i></p> <p><b>Minority (3):</b> Do not designate any urban reserve. <i>Rationale: Need to protect rural quality of area. Development infrastructure too expensive.</i></p> <p><b>Minority (1):</b> Designate distinct portions as urban reserve, including Borland area and north and east areas adjacent to Lake Oswego and West Linn. <i>Rationale: Infrastructure work taking place. Most potential for development and lands suitable for employment.</i></p>	<p><b>Suggestion:</b> Designate all as urban reserve.</p> <p><b>Rationale:</b></p> <ul style="list-style-type: none"> <li>• Rates high or medium on the major infrastructure cost assessments</li> <li>• Natural ecological systems and features can be protected by acquisition and/or development restrictions</li> <li>• Contains lands suitable for employment</li> </ul> <p><b>Option 1:</b> Designate distinct portions of area as urban reserve, e.g., Borland Road area, and north and east areas adjacent to Lake Oswego and West Linn. <b>Rationale:</b></p> <ul style="list-style-type: none"> <li>• Rates high or medium on the major infrastructure cost assessments</li> <li>• These areas have the most potential to be developed into walkable, well-connected neighborhoods in conjunction with existing development inside the UGB.</li> <li>• Contains lands suitable for employment</li> </ul>	<p><b>Recommendation (8):</b> Designate only the Borland area as urban and leave the rest of the area undesignated.</p> <p><b>Rationale:</b> The land is conflicted. The Borland area is most suitable for employment land. It supports the Hamlet vision. It is adjacent to are U-3, which the Planning Commission recommends as urban reserve.</p> <p><b>Minority (1):</b> Designate all of area as urban reserve. <i>Rationale: It doesn't meet rural criteria. It all needs to be designated urban in order for the hamlet to carry out its vision.</i></p>





Metro

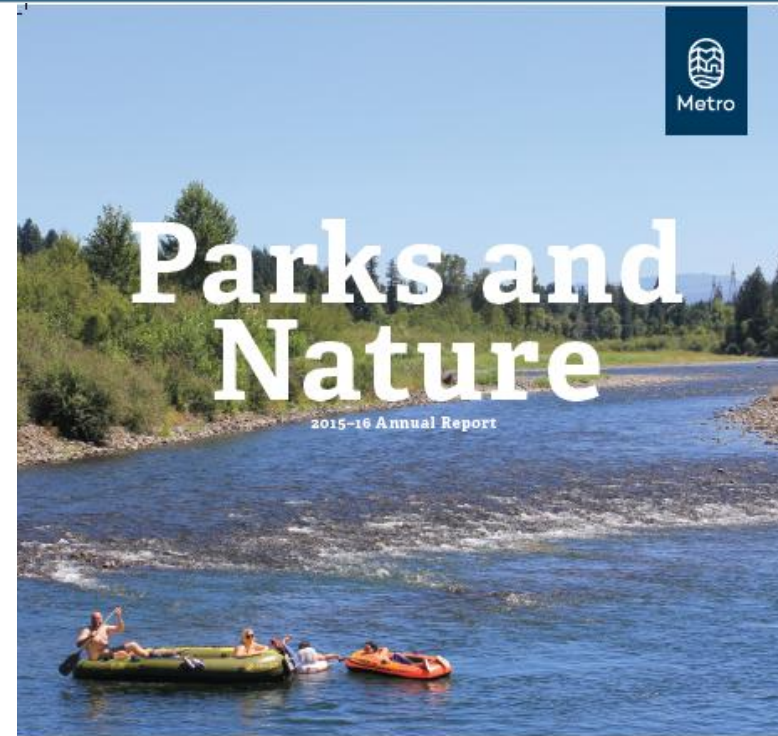
# Parks and Nature Annual Report

December 2016

# Delivering on our promises

- Accountability
- Highlights
- Graphics
- Stories
- Photos

More online: [oregonmetro.gov/parksandnature2016](http://oregonmetro.gov/parksandnature2016)



## Building on Metro's unique park system – with nature at its heart

Ask anybody in the greater Portland region what makes this place special, and many people will mention nature and opportunities to enjoy the outdoors.

Metro operates a unique park system, one with nature at its heart. Thanks to two decades of year investments, Metro manages 27,000 acres of parks, trails and natural areas across every community in the region – from Chahalem Ridge on the west to the Sandy River Gorge on the east, from Blue Lake and Smith and Bybee Wetlands on the north to Graham Oaks on the south.

In 2015, Metro celebrated its 50th year as a parks provider. After creating a world-class regional parks and nature system, the natural next step was to develop a long-term strategic plan to guide the future of the treasured regional network.

The Parks and Nature System Plan, approved by the Metro Council in February 2016, lays out Metro's mission and role, the scope of the portfolio, trends that will shape the future and a slate of strategies to guide the future. By providing clarity on Metro's direction, the plan is intended to support Metro's partners and strengthen relationships – complementing the broader regional network of parks, trails and natural areas.

Since the plan was approved, Metro has been working to bring it to life, focusing on conserving natural resources, developing and operating welcoming and inclusive parks and incorporating equity across the Parks and Nature portfolio.

The plan also provides strategic direction in investing the money that voters have approved through two regional bond

measures and a levy – more than \$400 million to date – to protect water quality, fish and wildlife habitat, and provide people with opportunities to experience nature close to home.

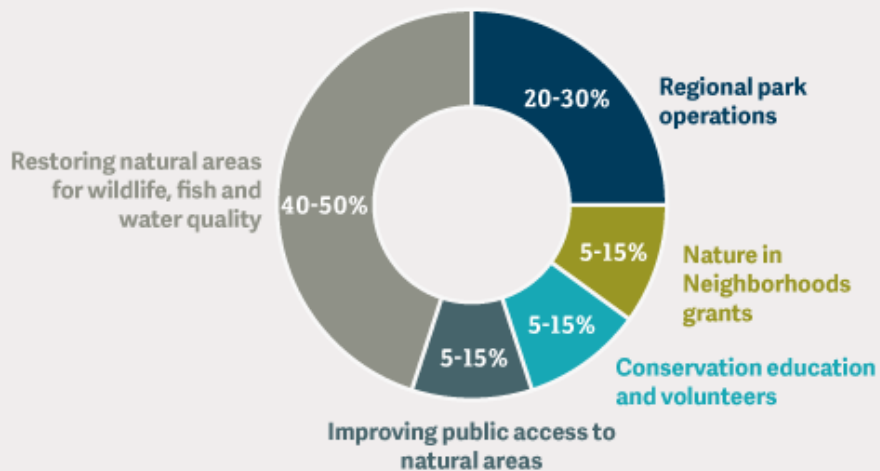
To see the impact of these investments and the opportunities ahead, listen to the stories from people on the ground. Learn more about how your tax dollars were spent from July 2015 to June 2016 to receive a former gravel mine to its wild river, provide opportunities for diverse communities to access nature, make much-needed improvements to popular parks – and much more.



# Spending overview

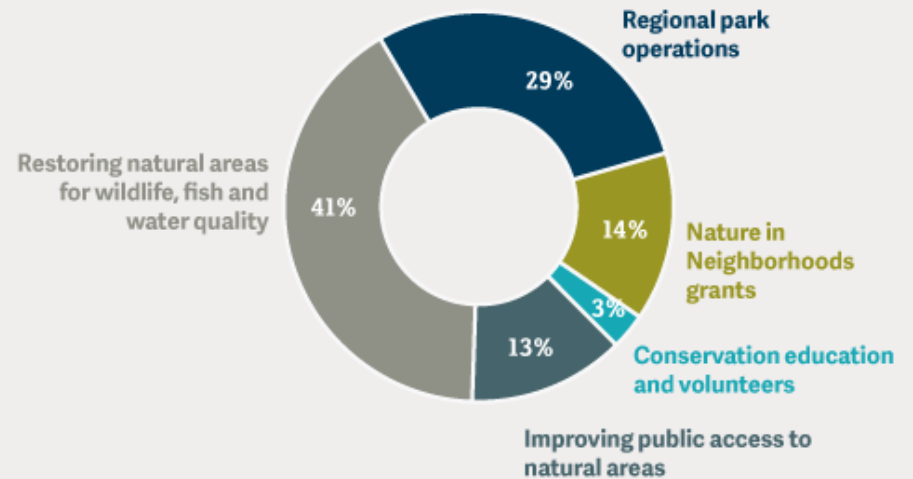
## 2013 parks and natural areas levy

Promised  
to voters



Actual levy  
spending

THROUGH JUNE 2016





# Restoration and maintenance

FY 2014-16



# Access to nature

FY 2016



# Park improvements

**31**

PROJECTS  
COMPLETED

**5**

PROJECTS  
UNDERWAY

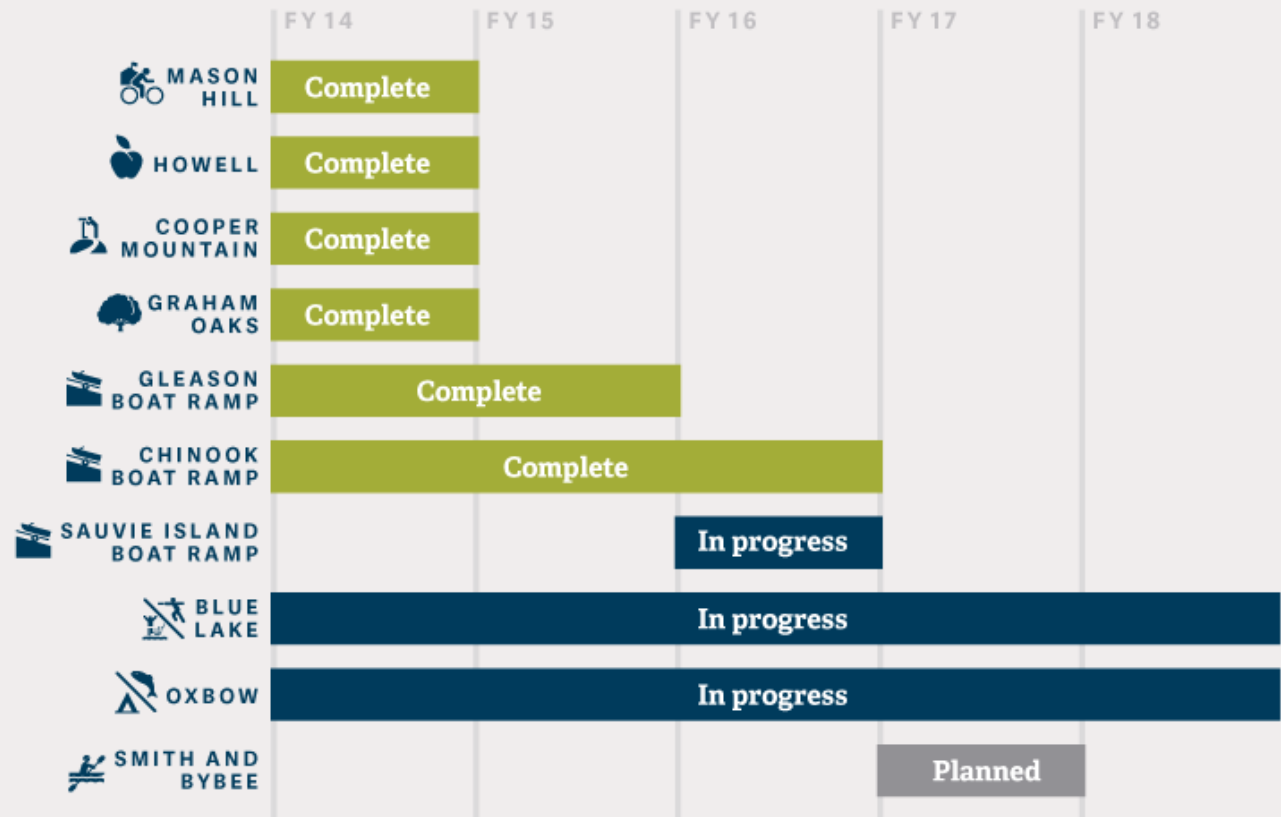
**4**

PLANNED FUTURE  
PROJECTS

**NOTE:**

Some parks have  
multiple projects.

## Project sites



# Park improvements





# Education and volunteering

## Conservation education

FY 2016



**8,520**

Youth participants  
IN CONSERVATION  
EDUCATION PROGRAMS



**4,900**

Total hours  
YOUTH ECOLOGY CORPS

## Volunteers

FY 2016



**2,638**

Total volunteers



**36**

Sites where  
volunteers worked  
TARGET = 33 SITES

# Education and volunteering

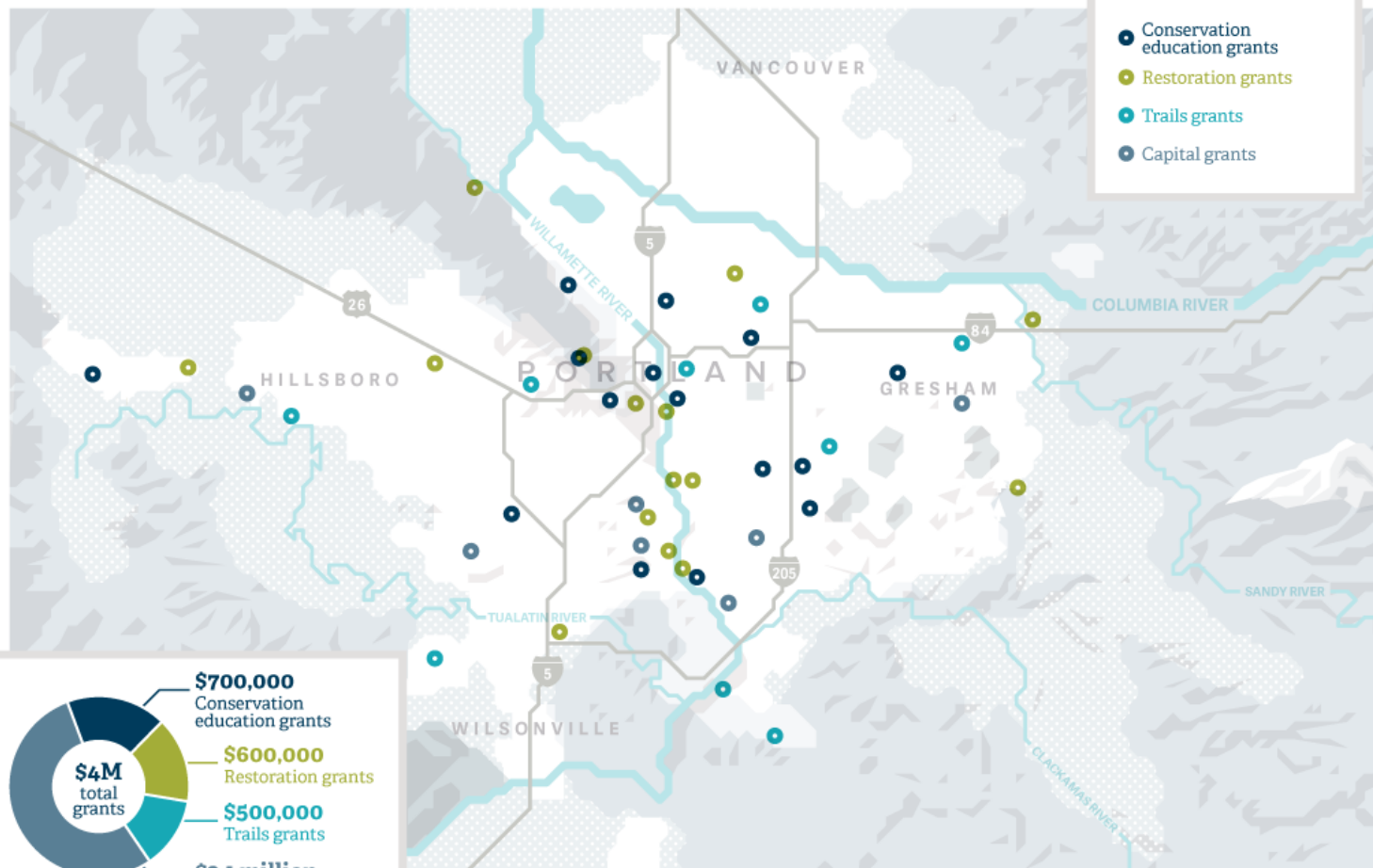




# Community investments

## Nature in Neighborhoods grants

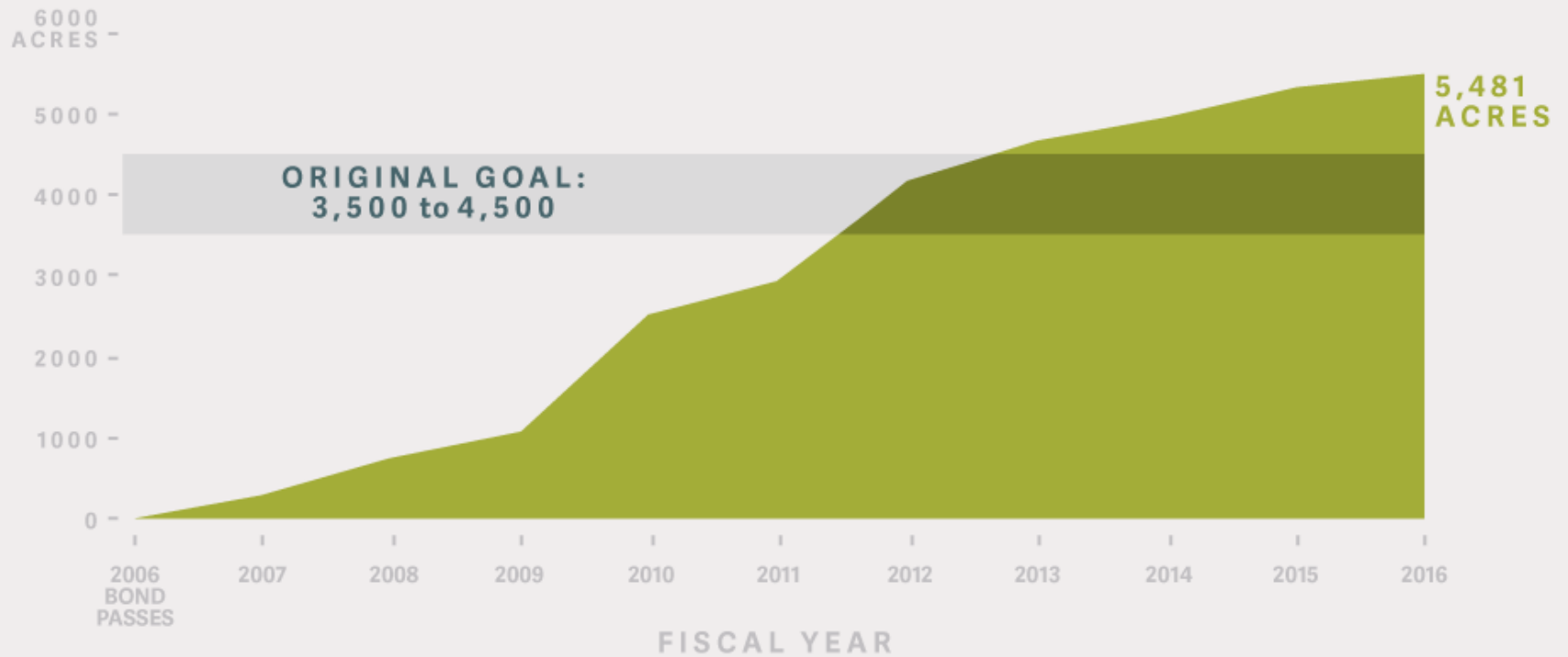
FY 2016



# Community investments



# Land acquisition





# Land acquisition



# Historic cemeteries

## Burials

FY 2016

  
**114**

Casket & urn burials

## Burial purchases

FY 2016

  
**137**

Advance purchases  
BURIAL RIGHTS AND  
TRANSFERS OF OWNERSHIP

## Weed assessments

FY 2016

  
**60**

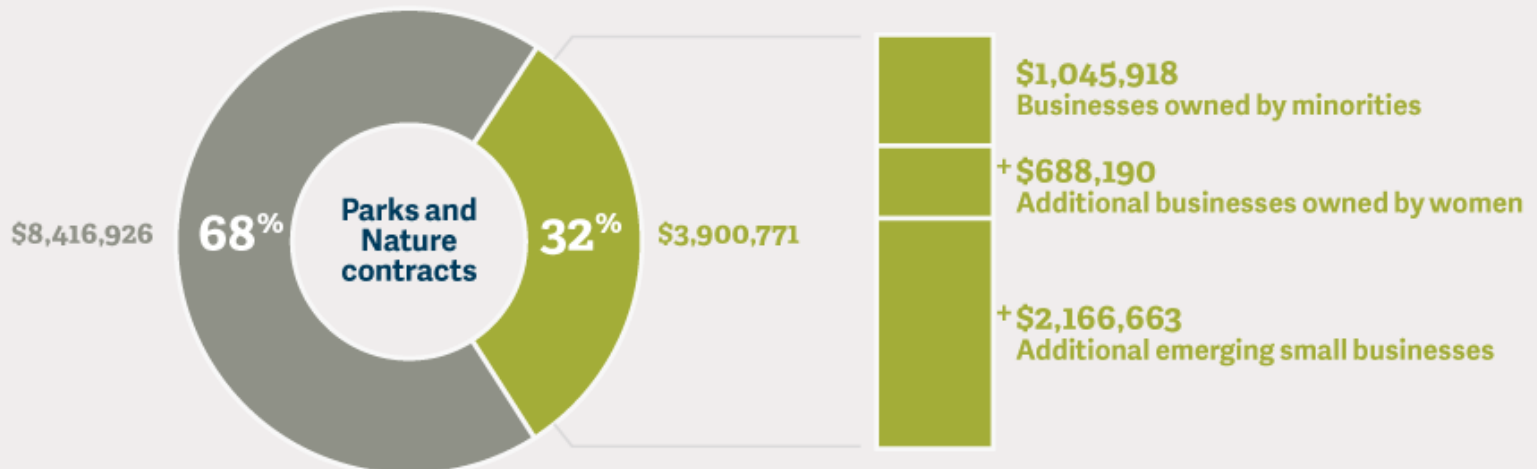
Acres of weed  
assessments

# Diversity, equity and inclusion

## Diversity, equity and inclusion

Spending with minority, women and emerging small business contractors

FY 2016





# Diversity, equity and inclusion



**oregonmetro.gov**



# **Metro**

*600 NE Grand Ave.  
Portland, OR 97232-2736  
[oregonmetro.gov](http://oregonmetro.gov)*



**Metro**

## **Minutes**

**Thursday, December 1, 2016**

**2:00 PM**

**Metro Regional Center, Council Chamber**

**Council meeting**

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**1. Call to Order and Roll Call**

Council President Tom Hughes called the regular council meeting to order at 2:02 p.m.

**Present:** 6 - Council President Tom Hughes, Councilor Sam Chase, Councilor Shirley Craddick, Councilor Craig Dirksen, Councilor Kathryn Harrington, and Councilor Bob Stacey

**Excused:** 1 - Councilor Carlotta Collette

**2. Citizen Communication**

There was none.

**3. Consent Agenda****Approval of the Consent Agenda**

**A motion was made by Councilor Stacey, seconded by Councilor Dirksen, to adopt items on the consent agenda.**

**The motion passed by the following vote:**

**Aye:** 6 - Council President Hughes, Councilor Chase, Councilor Craddick, Councilor Dirksen, Councilor Harrington, and Councilor Stacey

**Excused:** 1 - Councilor Collette

- 3.1 Resolution No. 16-4758, For the Purpose of Confirming the Appointment of Damen Bleiler to the Investment Advisory Board
- 3.2 Resolution No. 16-4734, For the Purpose of Authorizing the Chief Operating Officer to Issue a Renewed Non-System License to Epson Portland, Inc. for Transport and Disposal of Putrescible Waste at the Covanta Waste-to-Energy Facility Located in Brooks, Oregon
- 3.3 Resolution No. 16-4735, For the Purpose of Authorizing the Chief Operating Officer to Issue a Renewed Non-System License to Fujifilm North America Corporation for Transport and Disposal of Putrescible Waste at the Covanta Waste-to-Energy Facility Located in Brooks, Oregon
- 3.4 Resolution No. 16-4736, For the Purpose of Authorizing the Chief Operating Officer to Issue a Renewed Non-System License to Willamette Resources, Inc. and Republic Services of Clackamas and Washington Counties for Transport and Disposal of Putrescible Waste at the Covanta Waste-to-Energy Facility Located in



Brooks, Oregon

- 3.5 Resolution No. 16-4737, For the Purpose of Authorizing the Chief Operating Officer to Issue a Renewed License to Recology Portland, Inc. for Transport of Residential Yard Debris Mixed with Food Waste from the Suttle Road Recovery Facility to Recology NW Greenlands Located in Aumsville, Oregon
- 3.6 Resolution No. 16-4738, For the Purpose of Authorizing the Chief Operating Officer to Issue a Renewed Non-System License to Waste Management of Oregon Inc. for the Transport and Disposal of Putrescible Waste from the Troutdale Transfer Station to the Columbia Ridge Landfill Located in Gilliam County, Oregon, and Under Certain Unusual Circumstances to Riverbend Landfill Located in Yamhill County, Oregon
- 3.7 Consideration of the Council Meeting Minutes for November 10, 2016

#### **4. Resolutions**

- 4.1 Resolution No. 16-4760, For the Purpose of Approving a Process for Entering into Contracts with Not-for-Profit Organizations to Support Metro's Strategic Plan to Advance Racial Equity, Diversity, and Inclusion Goals

Council President Hughes called on Ms. Gabriele Schuster and Ms. Becca Uherbelau, Metro staff, for a brief presentation on the resolution. Ms. Schuster stated that adoption of Resolution No. 16-4760 would allow Metro to enter directly into contracts with not-for-profit organizations under the special procurement clause, outlined in the Metro Contracting Code. She informed the Council that outreach for new contracts would be conducted in alignment with agency-wide equity goals and strategies, and contracts under the special procurement clause would need to meet certain criteria including: the contractor must be a registered 501(c)3 or similarly qualified entity, the contractor must be an organization that represents or delivers services to majority people of color or other historically marginalized populations, and the contractor must define tangible and measurable deliverables that support the goals of Metro's Strategic Plan to Advance Racial Equity, Diversity, and Inclusion. She noted that Metro's Procurement Services supported the proposed process as they felt it would make it much easier for not-for-profit organizations to work with the



agency to advance racial equity.

*Council Discussion*

Councilor Harrington recommended providing clear guidelines and resources to interested not-for-profit organizations. Councilor Dirksen expressed support for the project but also noted that it was important to ensure organizations could compete equally for partnerships. Councilors asked about the timeline of the pilot project. Ms. Uherbelau explained that during the budget modification process in November, the Metro Council had approved funding the project for the current fiscal year. She noted that staff's intent was to return to the Metro Council at the end of the fiscal year with lessons learned and recommendations for moving forward.

**A motion was made by Councilor Harrington, seconded by Councilor Craddick, that this item be adopted. The motion passed by the following vote:**

**Aye:** 6 - Council President Hughes, Councilor Chase, Councilor Craddick, Councilor Dirksen, Councilor Harrington, and Councilor Stacey

**Excused:** 1 - Councilor Collette

- 4.2 Resolution No. 16-4753, For the Purpose of Approving Fiscal Year 2016-2017 Funding for Equitable Housing Planning and Development Grants Funded with Construction Excise Tax

Chief Operating Officer Martha Bennett provided a brief introduction to the resolution, considering her recommendation for awarding Metro's equitable housing grants. Ms. Bennett recalled that at the Equitable Housing Leadership Summit in February, the Council considered a variety of policy options to address regional housing needs. She noted that following the summit, the Council had directed her to use a portion of unallocated construction excise tax (CET) revenue to fund a round of equitable planning and development grants. She explained that Metro received eight applications that ranged from specific sites to

broad policy changes. Ms. Bennett then introduced the co-chairs of the Equitable Housing Grants Screening Committee, Ms. Alisa Pyszka and Ms. Leila Aman, to give an overview of the process.

Ms. Alisa Pyszka, Leland Consulting, thanked Metro leadership and staff for moving forward with equitable housing initiatives on a regional level. She explained that the level of interest from jurisdictions across the region was also encouraging, as it was important to address housing needs on a regional scale. Ms. Pyszka also thanked the Screening Committee members. She noted that the committee was comprised of a variety of professionals and evaluated eight applications. She stated that the wide variety of applications demonstrated that there were many ways to address affordable housing and noted that it would be incredibly valuable to track the success of the projects over time.

Ms. Leila Aman, Portland Development Commission, shared the key highlights that were exemplified in the applications. She noted that the applications demonstrated a need for funding for concrete action, whether at the policy level or leading to housing production; engaged diverse populations in the planning and implementation of the projects; and reflected the different needs and development readiness of the jurisdictions. Ms. Aman provided an overview of the recommended projects and explained how they would help support a regional response to housing needs, particularly as many of the projects were built on strong partnerships between governments as well as non-profits. Ms. Aman informed the Council that the Screening Committee also fully supported the Chief Operating Officer's additional recommendations as outlined in the meeting packet.

Ms. Bennett noted that the seven recommended projects included projects in the Cities of Beaverton, Milwaukie, Oregon City, Tigard, Portland, Wilsonville, and Washington County. Ms. Bennett explained that she recommended five

specific modifications to the committee's original recommendations: two general recommendations focused on engagement and addressing equity, and three project-specific recommendations.

*Council Discussion*

Councilor Chase thanked the committee for their recommendations and noted that he felt the Equitable Housing Leadership Summit held in February helped inform the region about the issues and encouraged local jurisdictions to apply for grants. Councilors Harrington and Stacey expressed support for the work and thanked Councilor Chase for his efforts focused on supporting equitable housing policy solutions at Metro.

**A motion was made by Councilor Chase, seconded by Councilor Stacey, that this item be adopted. The motion passed by the following vote:**

**Aye:** 6 - Council President Hughes, Councilor Chase, Councilor Craddick, Councilor Dirksen, Councilor Harrington, and Councilor Stacey

**Excused:** 1 - Councilor Collette

**5. Ordinances (First Reading and Public Hearing)**

- 5.1 Ordinance No. 16-1390A, For the Purpose of Approving a Solid Waste Facility Franchise Application and Authorizing the Chief Operating Officer to Issue a New Franchise to GSS Transfer, LLC. to Operate a Transfer Station

Council President Hughes introduced Mr. Paul Slyman, Director of Property and Environmental Services, and Mr. Warren Johnson, Metro staff, to provide a brief presentation on Ordinance No. 16-1390A. Mr. Slyman shared Metro's responsibilities in managing the region's solid waste system. He explained that under state law, Metro had broad authority for planning, managing, and overseeing the regional solid waste system. He explained that Metro had authority to direct all solid waste to public facilities but noted that the Metro Council had determined that it was in the public's best interest to allow private companies to

participate in the system. He informed the Council that adoption of Ordinance No. 16-1390A would authorize a private facility to become a transfer station and establish conditions of such authorization.

Mr. Warren Johnson provided a brief overview of Ordinance No. 16-1390A. He explained that if adopted, the ordinance would authorize a new three-year franchise agreement for Gresham Sanitary Service (GSS), authorizing the business to operate a transfer station located in the City of Gresham. He noted that the franchise would become effective 90 days after adoption on March 9, 2017 and stated that staff found that the ordinance was consistent with Metro's Solid Waste Configuration Policy adopted in July 2016. Mr. Johnson explained that by supporting more efficient off-route transport of solid waste, the franchise would reduce greenhouse gas emissions and provide other public benefits. He added that the franchise would also help support a small, locally-based business that participated in the region's solid waste system. He explained that Gresham Sanitary Service sought to continue consolidating waste from its collection routes but had requested a new franchise agreement to allow it to transport that waste directly to a landfill instead of using an intermediate transfer station in order to ensure more sustainable operation, eliminate double-handling of waste, and avoid the cost of using a transfer station.

Mr. Johnson stated that as proposed, the franchise would become effective on March 9, 2017. He informed the Council that the applicant and the City of Gresham had requested that Metro consider adopting the ordinance with an emergency clause so that it would become effective immediately. He noted that the applicant requested to begin operations immediately due to its concerns that the Troutdale Transfer Station may be unable to accept its waste beginning in early December. Mr. Johnson explained that although the proposed franchise would improve efficiency and provide other public benefits, staff did not find that

health and safety would be impacted if the franchise did not take effect until March 9, 2017.

Councilor Craddick moved to amend Ordinance No. 16-1390A to add a Section 3 declaring that an emergency existed because of the risk to consistent and complete waste management service provision to customers of Gresham Sanitary Services, Inc., which affects the welfare of the Metro area, and to make December 9, 2016 be the effective date of this Ordinance.

Councilor Stacey seconded and the Metro Council approved the amendment unanimously.

Councilor Craddick moved to amend Section 1.5 of the draft franchise to state that the term commenced on "December 9, 2016" instead of "March 9, 2017," and to amend Section 4.2 of the draft franchise to insert a new subsection (a) stating that "For calendar year 2016, beginning on December 9, 2016 and ending December 31, 2016, the franchisee is authorized to accept up to 2,957 tons of putrescible waste generated inside the Metro region," with the current subsections (a), (b) and (c) being re-lettered as subsections (b), (c) and (d).

Councilor Stacey seconded and the Metro Council approved the amendment unanimously.

*Council Discussion*

Councilor Harrington asked about the potential financial impacts of the amendment and if the proposed amendments would significantly affect the franchise requirements.

**A motion was made by Councilor Craddick, seconded by Councilor Stacey, that this item be amended. The motion passed by the following vote:**



**Aye:** 6 - Council President Hughes, Councilor Chase, Councilor Craddick, Councilor Dirksen, Councilor Harrington, and Councilor Stacey

**Excused:** 1 - Councilor Collette

5.1.1 Public Hearing for Ordinance No. 16-1390

Council President Hughes opened up a public hearing on Ordinance No. 16-1390A and requested that those wishing to testify come forward to speak.

Matt Miller, City of Gresham: Mr. Miller of Gresham Sanitary Service expressed his support for the facility franchise ordinance and urged the Metro Council to approve the amendment granting an emergency designation effective December 9, 2016. He noted that approval of the franchise would result in more efficient off-route transport, eliminate double handling, and reduce greenhouse emissions. Mr. Miller also provided written testimony; see the December 1, 2016 meeting packet.

Council President Hughes gaveled out of the public hearing. He noted that second read, Council consideration, and vote on Ordinance No. 16-1390A would take place on Thursday, December 8.

**6. Ordinances (Second Reading)**

6.1 Ordinance No. 16-1381A, For the Purpose of Approving a Franchise Term Extension, Allocating Tonnage, and Authorizing the Chief Operating Officer to Issue an Amended Franchise for Forest Grove Transfer Station and Declaring an Emergency

Council President Hughes stated that the first reading and public hearing for Ordinance Nos. 16-1381A through 16-1384A took place on Thursday, October 20, 2016. He informed the Metro Council that Mr. Paul Slyman, Director

of Property and Environmental Services, and Mr. Warren Johnson, Metro staff, were available for questions.

*Council Discussion*

There was none.

**A motion was made by Councilor Craddick, seconded by Councilor Harrington, that this item be adopted. The motion passed by the following vote:**

**Aye:** 6 - Council President Hughes, Councilor Chase, Councilor Craddick, Councilor Dirksen, Councilor Harrington, and Councilor Stacey

**Excused:** 1 - Councilor Collette

6.1.1 Public Hearing for Ordinance 16-1381A

Council President Hughes stated that Ordinances Nos. 16-1381A through 16-1384A were amended at the November 10 Metro Council meeting. He explained that because the amendments constituted substantive revisions, another public hearing and vote had been scheduled for December 1. Council President Hughes opened up a public hearing on Ordinance Nos. 16-1381A through 16-1384A and requested that those wishing to testify come forward to speak. Seeing none, Council President Hughes gavelled out of the public hearing.

6.2 Ordinance No. 16-1382A, For the Purpose of Approving a Franchise Term Extension, Allocating Tonnage, and Authorizing the Chief Operating Officer to Issue an Amended Franchise for Troutdale Transfer Station and Declaring an Emergency

**A motion was made by Councilor Harrington, seconded by Councilor Stacey, that this item be adopted. The motion passed by the following vote:**

**Aye:** 6 - Council President Hughes, Councilor Chase, Councilor Craddick, Councilor Dirksen, Councilor Harrington, and Councilor Stacey

**Excused:** 1 - Councilor Collette

6.2.1 Public Hearing for Ordinance No. 16-1382A

6.3 Ordinance No. 16-1383A, For the Purpose of Approving a Franchise Term Extension, Allocating Tonnage, and Authorizing the Chief Operating Officer to Issue an Amended Franchise for Willamette Resources, Inc. and Declaring an Emergency

**A motion was made by Councilor Stacey, seconded by Councilor Craddick, that this item be adopted. The motion passed by the following vote:**

**Aye:** 6 - Council President Hughes, Councilor Chase, Councilor Craddick, Councilor Dirksen, Councilor Harrington, and Councilor Stacey

**Excused:** 1 - Councilor Collette

6.3.1 Public Hearing for Ordinance No. 16-1383A

6.4 Ordinance No. 16-1384A, For the Purpose of Approving a Franchise Term Extension, Allocating Tonnage, and Authorizing the Chief Operating Officer to Issue an Amended Franchise for Pride Recycling Company and Declaring an Emergency

**A motion was made by Councilor Dirksen, seconded by Councilor Stacey, that this item be adopted. The motion passed by the following vote:**

**Aye:** 6 - Council President Hughes, Councilor Chase, Councilor Craddick, Councilor Dirksen, Councilor Harrington, and Councilor Stacey

**Excused:** 1 - Councilor Collette

6.4.1 Public Hearing for Ordinance No. 16-1384A

## **7. Chief Operating Officer Communication**

Ms. Martha Bennett provided an update on the following events or items: Metro's Charitable Giving Campaign, the Oregon Business Plan Leadership Summit, and Nora the polar bear at the Oregon Zoo.

**8. Councilor Communication**

Councilors provided updates on the following meetings or events: the groundbreaking of the Jesse Quinn Development in Forest Grove, the third Regional Leadership Forum scheduled for December 2, the Portland State University Institute of Metropolitan Studies board meeting, the Cornelius Place project, the Low-Income Fares Task Force, the Bus On Shoulder Feasibility Workshop, the Oregon Zoo Foundation Board of Trustees, and the flood at the Metro Regional Center.

**9. Adjourn**

There being no further business, Council President Hughes adjourned the regular meeting at 3:29 p.m. The Metro Council will convene the next regular council meeting on December 8, 2016 at 2:00 p.m. at the Metro Regional Center in the council chamber.

Respectfully submitted,



Nellie Papsdorf, Legislative and Engagement Coordinator



**ATTACHMENTS TO THE PUBLIC RECORD FOR THE MEETING OF DECEMBER 1, 2016**

<b>Item</b>	<b>Topic</b>	<b>Doc. Date</b>	<b>Document Description</b>	<b>Doc. Number</b>
3.7	Minutes	12/01/2016	Council Meeting Minutes on November 10, 2016	120116c-01
5.1.1	Letter	12/01/2016	Letter from Gresham Sanitary Service General Manager Matt Miller	120116c-02