



600 NE Grand Ave.
Portland, OR 97232-2736

Council meeting agenda

Thursday, September 14, 2017

2:00 PM

Metro Regional Center, Council chamber

1. Call to Order and Roll Call

2. Citizen Communication

3. Consent Agenda

3.1 Consideration of the Council Meeting Minutes for August 17, 2017 [17-4892](#)

3.2 Resolution No. 17-4822, For the Purpose of Authorizing the Chief Operating Officer to Sell Certain Real Property as Part of the Natural Areas Program's Disposition of Agricultural Lands Policy [RES 17-4822](#)

Presenter(s): Dan Moeller, Metro

Attachments: [Resolution No. 17-4822](#)
[Exhibit A to Resolution No. 17-4822](#)
[Staff Report](#)

4. Resolutions

4.1 Resolution No. 17-4832, For the Purpose of Proclaiming September 26 and 28, 2017, as Minority Enterprise Development Week [RES 17-4832](#)

Presenter(s): Tracy Sagal, Metro

Attachments: [Resolution No. 17-4832](#)
[Staff Report](#)

- 4.2 Resolution No. 17-4828, For the Purpose of Authorizing the Chief Operating Officer to Grant to the City of Portland a Stormwater Line Easement Over Zoo Property, Accept from the City of Portland a Drop-off Lane and Sidewalk Easement Benefiting the Zoo, and Enter into an Intergovernmental Agreement with the City of Portland to Share Improvement Costs

[RES 17-4828](#)

Presenter(s): Scott Robinson, Metro

Attachments: [Resolution No. 17-4828](#)
[Exhibit A to Resolution No. 17-4828](#)
[Staff Report](#)

- 5. **Chief Operating Officer Communication**
- 6. **Councilor Communication**
- 7. **Adjourn**

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ការគោរពសិទ្ធិពលរដ្ឋរបស់ ។ សំរាប់ព័ត៌មានអំពីកម្មវិធីសិទ្ធិពលរដ្ឋរបស់ Metro ឬដើម្បីទទួលបានកម្មប្រតិបត្តិសេវារើសអើងសម្រាប់សេវាសេវាសេវា www.oregonmetro.gov/civilrights។ បើលោកអ្នកត្រូវការអ្នកបកប្រែភាសានៅពេលអង្គប្រជុំសាធារណៈ សូមទូរស័ព្ទមកលេខ 503-797-1700 (ម៉ោង 8 ព្រឹកដល់ម៉ោង 5 ល្ងាច ថ្ងៃធ្វើការ) ប្រាំពីរថ្ងៃ ថ្ងៃធ្វើការ មុនថ្ងៃប្រជុំដើម្បីអាចឲ្យគេសម្រួលតាមសំណើរបស់លោកអ្នក ។

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Agenda Item No. 3.1

Consideration of the Council Meeting Minutes for August
17, 2017

Consent Agenda

Metro Council Meeting
Thursday, September 14, 2017
Metro Regional Center, Council Chamber

Agenda Item No. 3.2

Resolution No. 17-4822, For the Purpose of Authorizing
the Chief Operating Officer to Sell Certain Real Property as
Part of the Natural Areas Program's Disposition of
Agricultural Lands Policy

Consent Agenda

Metro Council Meeting
Thursday, September 14, 2017
Metro Regional Center, Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING THE) RESOLUTION NO. 17-4822
CHIEF OPERATING OFFICER TO SELL) Introduced by Chief Operating Officer
CERTAIN REAL PROPERTY AS PART OF THE) Martha Bennett in concurrence with
NATURAL AREAS PROGRAM'S DISPOSITION) Council President Tom Hughes
OF AGRICULTURAL LANDS POLICY

WHEREAS, on July 23, 1992, via Resolution No. 92-1637 (“For the Purpose of Considering Adoption of the Metropolitan Greenspaces Master Plan”), the Metro Council adopted the Metropolitan Greenspaces Master Plan which identified a desired system of natural areas interconnected with greenways and trails;

WHEREAS, in May 1995, the voters of the Metro region approved ballot measure 26-26, authorizing Metro to issue \$135.6 million for bonds for Open Spaces, Parks and Streams (the “1995 Metro Open Spaces Bond Measure”);

WHEREAS, in November 2006, the voters of the Metro region approved ballot measure 26-80, authorizing Metro to issue \$227.4 million for bonds for Natural Area Acquisition and Water Quality Protection (the “2006 Metro Natural Areas Bond Measure”);

WHEREAS, also in 2006, the Metro Council adopted Resolution 06-3727, “For the Purpose of Establishing a Metro Council Policy Regarding the Acquisition of Rural Agricultural Land Pursuant to the 2006 Natural Areas Acquisition and Water Quality Protection Bond Measure” (the “Ag Lands Policy”), which set forth a policy regarding possible purchase by Metro of agricultural land with funds from the 2006 Natural Areas Bond Measure;

WHEREAS, in certain target areas, the Ag Lands Policy directs Metro staff to attempt to acquire conservation easements over the most sensitive portions of agricultural land, but if a seller is willing to sell only an entire property, the Ag Lands Policy directs staff to determine if the property could be re-sold by Metro after protecting those portions of the property essential to achieving water quality and habitat protection goals with a conservation easement;

WHEREAS, pursuant to the Ag Lands Policy, Metro staff have reviewed acquisitions it has made of agricultural land in the target areas in which the Ag Lands Policy applies, which land was purchased, as required by the sellers, in fee simple, and Metro staff have determined that a certain property acquired with funds from the 1995 Metro Open Spaces Bond Measure, depicted on Exhibit A to this Resolution 17-4822 (the “Property”), could be sold per the terms of the Ag Lands Policy;

WHEREAS, in May 2015, the Metro Council adopted Resolution 15-4619 (“For the Purposes of Authorizing the Chief Operating Officer to Sell Certain Real Property as Part of the Natural Areas Program”), adopting disposition guidelines that establish a fair and open process for the sale of Parks and Natural Areas land (the “Disposition Guidelines”);

WHEREAS, on July 27, 2017, in an Executive Session, the Metro Council considered details of the proposal to sell the Property in accordance with the Ag Lands Policy and the Disposition Guidelines, and considered whether the proposed conservation easement would protect the goals of water quality and habitat protection on the Property;

WHEREAS, disposition of the Property, subject to a conservation easement as outlined in the Ag Lands Policy, will allow Metro to follow through on its commitments to the agricultural community while achieving clean water and fish and wildlife protection, and considers a sale of the Property subject to a conservation easement the best resolution for the future of the Property; now therefore,

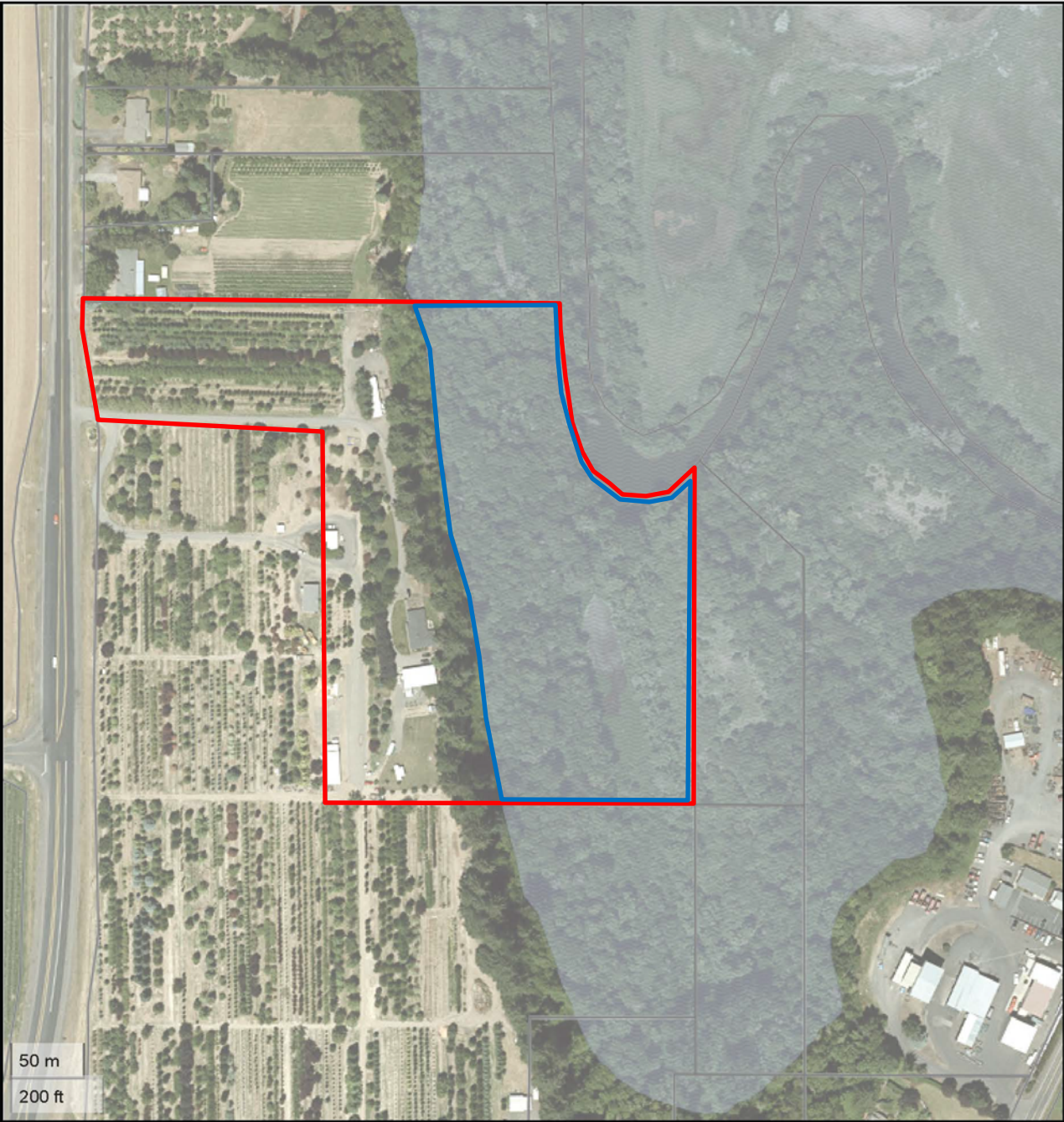
BE IT RESOLVED that the Metro Council: (a) concludes that fee title to the Property is not needed for public use and that the public interest will be furthered by the disposition of the Property subject to a conservation easement protecting the area generally depicted on Exhibit A; and (b) hereby authorizes the Chief Operating Officer to dispose of the Property using an equitable, commercially reasonable, and appropriate process, as determined by the Chief Operating Officer in her sole discretion, in accordance with the Ag Lands Policy and the Disposition Guidelines. In case of a conflict between the Ag Lands Policy and the Disposition Guidelines, the Ag Lands Policy will govern the sale of the Property.





Adopted by the Metro Council this _____ day of September, 2017.

Tom Hughes, Council President

Approved as to Form:

Alison R. Kean, Metro Attorney



-  FEMA 100-Yr Floodzone
-  Taxlots
-  Property Boundary
-  General conservation easement area

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 17-4822, FOR THE PURPOSE OF AUTHORIZING THE CHIEF OPERATING OFFICER TO SELL CERTAIN REAL PROPERTY AS PART OF THE NATURAL AREAS PROGRAM'S DISPOSITION OF AGRICULTURAL LANDS POLICY

Date: September 14, 2017

Prepared by: Dan Moeller, 503-797-1819

BACKGROUND

Resolution 17-4822 requests authorization for the Chief Operating Officer to declare certain real property surplus and allow staff to dispose of the parcel.

In 1995 and again in 2006, voters in the Metro Area approved the Open Spaces, Parks and Streams Bond Measure and the Natural Areas Bond Measure (the "Natural Areas Bond Measure", or collectively, the "Bond Measures") authorizing Metro to acquire property in designated regional target areas to preserve and protect natural areas, clean water, and fish and wildlife habitat. As provided in the Bond Measures, Metro undertook a public refinement process to establish specific acquisition strategies, goals and objectives for each target area.

Also in 2006, the Metro Council adopted Resolution 06-3727, "For the Purpose of Establishing a Metro Council Policy Regarding the Acquisition of Rural Agricultural Land Pursuant to the 2006 Natural Areas Acquisition and Water Quality Protection Bond Measure" (the "Ag Lands Policy"), which set forth a policy regarding possible purchase by Metro of agricultural land with funds from the Natural Areas Bond Measure. The Ag Lands Policy recognized that the preservation of the existing base of agricultural land as well as the ability of Oregon farmers in or near the Metro Area to operate efficiently and effectively is a high priority for Metro, and as such, directed Metro to consider additional provisions policy objectives for acquisition in target areas located in agricultural areas. Through the public refinement process mentioned above, the Metro Council determined that acquisitions in the Wapato Lake, Dairy and McKay Creeks, and Killin Wetlands target areas are subject to the Ag Lands Policy.

The Ag Lands Policy requires Metro to purchase conservation easements unless the seller is only willing to sell a fee simple interest to Metro. Metro has followed this guideline. If the property is purchased fee simple as preferred by the seller, the Ag Lands Policy then directs Metro staff to map the portions of the property that are essential to achieve water quality and habitat protection goals of the Natural Areas Bond Measure, and those portions of the property that are viable for agricultural production without conflicting with protection of water quality or habitat.

In accordance with the guidelines in the Ag Lands Policy, Metro has reviewed its existing agricultural holdings purchased in fee simple in these target areas to determine which portions of the properties are essential to achieving the goals of the Bond Measure, and if any remaining portions are otherwise viable for agricultural production.

This review resulted in the determination that certain real property, as described in Exhibit A to the Resolution (the "Property"), could be sold per the terms in the Ag Lands Policy: on the open market at a fair market value subject to easements that achieve the goals of the Natural Areas Bond Measure for water quality and habitat protection and restrict use of the remainder of the property to agricultural uses.

Through the review, staff determined that approximately 9 acres, areas consisting of sloped riparian and floodplain land, are most essential to protecting water quality and habitat and could be restricted with a conservation easement for Metro to retain access and management. This would leave approximately 5.5 acres of land, including the single family residence, for agricultural use. Currently, approximately 2 acres of viable agricultural land is under an agricultural lease, and approximately 1.25 containing a single family residence is also leased.

This property was purchased with funds from the 1995 Open Spaces, Parks and Streams Bond Measure in the Jackson Bottom-Dairy/McKay Creeks Target Area, which overlaps with the 2006 Dairy McKay Confluence Target Area. Though the Ag Policy may not technically bind this property, it is a good candidate to sell in accordance with the Ag Policy because of the target area overlap.

State law [ORS 271.310(1)] authorizes the governing body of any political subdivision within Oregon to sell real property owned by the political subdivision that is “not needed for public use, or whenever the public interest may be furthered.” As stated above, the public interest will be furthered by the sale of the Property. Metro Code section 2.04.050(b) requires that the Chief Operating Officer obtain the authorization of the Metro Council prior to executing any contract for the sale of real property owned by Metro. In an Executive Session of the Metro Council on July 27, 2017, Metro staff informed the Council about the details of the proposed surplus of the Property. Metro’s procedures for the disposition of surplus property are outlined in the “Metro Surplus Property Disposition Guidelines,” attached as Exhibit A to Resolution No. 15-4619, adopted by the Metro Council in 2015. Metro staff will follow the applicable guidelines in the disposition of the Property, except to the extent that they may conflict with the Ag Lands Policy (in which case the Ag Lands Policy will govern).

In accordance with the Ag Lands Policy, Resolution No. 17-4822 requests authorization for the Chief Operating Officer to declare the Property surplus and allow staff to sell the parcel as outlined in the disposition guidelines and the Ag Lands Policy, subject to the existing leases and future restrictions to protect the most important habitat on the Property.

ANALYSIS/INFORMATION

1. Known Opposition

None.

2. Legal Antecedents

ORS 271.310(1) authorizes the governing body of any political subdivision within Oregon to sell real property owned by the political subdivision that is “not needed for public use, or whenever the public interest may be furthered.”

Metro Code section 2.04.050(b) requires that the Chief Operating Office obtain the authorization of the Metro Council prior to executing any contract for the sale of real property owned by Metro.

Metro Resolution No. 06-3727, “For the Purpose of Establishing Metro Council Policy Regarding the Acquisition of Rural Agricultural Land Pursuant to the 2006 Natural Areas Acquisition and Water Quality Protection Bond Measure.”

Metro Resolution No. 07-3855, “Approving the Natural Areas Acquisition Refinement Plan for the Dairy and McKay Creeks Confluence Target Area.”

Metro Resolution No. 15-4619, “For the Purpose of Authorizing the Chief Operating Officer to Sell Certain Real Property as Part of the Natural Areas Program.”

3. **Anticipated Effects**

The Resolution will allow the Property to be sold subject to restrictions to protect habitat on the Property.

4. **Budget Impacts**

Net revenues from sale of the Property, after payment of any appraisal, brokerage, closing, land use applications for partitioning properties, or other out-of-pocket costs associated with the sale, will be returned to the 1995 Bond Measure account, for use to acquire other real property consistent with the goals and requirements of such measure. Annual operating revenues will see a minor reduction due to lost agricultural and residential rent.

RECOMMENDED ACTION

Staff recommends the adoption of Resolution No. 17-4822.

Agenda Item No. 4.1

Resolution No. 17-4832, For the Purpose of Proclaiming
September 26 and 28, 2017, as Minority Enterprise
Development Week

Resolutions

Metro Council Meeting
Thursday, September 14, 2017
Metro Regional Center, Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF PROCLAIMING) RESOLUTION NO. 17-4832
SEPTEMBER 26 AND 28, 2017, AS)
MINORITY ENTERPRISE DEVELOPMENT) Introduced by Council President Tom
WEEK) Hughes

WHEREAS, Metro is committed to diversity, equity and inclusion to address systematic inequities that impact our communities by providing support and tools to Metro staff, the Metro Council and community partners to create an equitable region for all; and

WHEREAS, in June 2016, the Metro Council adopted a Strategic Plan to Advance Racial Equity, Diversity and Inclusion, which identifies concrete action items related to improving economic opportunity for communities of color; and

WHEREAS, in May 2017, the Metro Council adopted an updated Diversity Action Plan, which provides an implementation structure and strengthened goals, objectives and actions for Metro to develop and improve an inclusive work culture that celebrates all dimensions of diversity; and

WHEREAS, Minority-owned businesses make up a significant portion of local regional businesses and contribute directly to the growth and prosperity of the regional economy; and

WHEREAS, Metro recognizes the region is stronger when everyone has the same opportunity to succeed and research shows that places with greater racial inclusion and smaller racial income gaps are the most economically successful; and

WHEREAS, recognizing a Minority Enterprise Development (MED) Week will be an opportunity to support and celebrate the contributions that local minority-owned businesses make to our regional economy; now therefore,

BE IT RESOLVED that the Metro Council proclaims September 26 and 28, 2017 as Minority Enterprise Development (MED) Week in the Metro region and encourages all residents to observe this week.

ADOPTED by the Metro Council this 14th day of September, 2017.

Tom Hughes, Council President

Approved as to Form:

Alison R. Kean, Metro Attorney

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 17-4832, FOR THE PURPOSE OF
PROCLAIMING SEPTEMBER 26 AND 28, 2017 AS MINORITY ENTERPRISE
DEVELOPMENT WEEK

Date: September 14, 2017

Prepared by: Tracy Sagal
tracy.sagal@oregonmetro.gov

BACKGROUND

Metro has been a long supporter of Business Diversity Institute (BDI) and its annual celebration, Minority Enterprise Development (MED) Week. BDI is a non-profit 501(c)(3) organization provides educational and networking opportunities for small businesses and diversity practitioners in the public and private sector. Metro is an active participant in ongoing program activities, including Breakthrough Breakfast, which is a monthly training designed to support small business success, and Diversity Practitioners Summit, which is a quarterly event that empowers diversity practitioners to advocate for small business inclusion. MED Week is a national event to celebrate contribution that minority-owned businesses make to the local economy. BDI hosts MED Week in the Metro region.

ANALYSIS/INFORMATION

1. **Known Opposition** none.
2. **Legal Antecedents** Metro Council has historically supported proclamations that honor diversity and reflect inclusiveness.
3. **Anticipated Effects** Proclaiming Metro's support for MED Week is another way that Metro Council can reinforce its support for historically underutilized businesses and celebrate their contributions to the region.
4. **Budget Impacts** none.

RECOMMENDED ACTION

Staff recommends approval of the proclamation.

Resolution No. 17-4828, For the Purpose of Authorizing the Chief Operating Officer to Grant to the City of Portland a Stormwater Line Easement Over Zoo Property, Accept from the City of Portland a Drop-off Lane and Sidewalk Easement Benefiting the Zoo, and Enter into an Intergovernmental Agreement with the City of Portland to Share Improvement Costs

Resolutions

Metro Council Meeting
Thursday, September 14, 2017
Metro Regional Center, Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING THE) RESOLUTION NO. 17-4828
CHIEF OPERATING OFFICER TO GRANT TO)
THE CITY OF PORTLAND A STORMWATER) Introduced by Deputy Chief Operating Officer
LINE EASEMENT OVER ZOO PROPERTY,) Scott Robinson in concurrence with Council
ACCEPT FROM THE CITY OF PORTLAND A) President Tom Hughes
DROP-OFF LANE AND SIDEWALK)
EASEMENT BENEFITING THE ZOO, AND)
ENTER INTO AN INTERGOVERNMENTAL)
AGREEMENT WITH THE CITY OF)
PORTLAND TO SHARE IMPROVEMENT)
COSTS)

WHEREAS, Metro owns and operates the Oregon Zoo, formerly known as the Washington Park Zoo (the “Zoo”), in Washington Park, Portland, Oregon, for the use, education, enjoyment and benefit of the general public, and the City of Portland (the “City”) owns Washington Park, which includes most of the lands on the perimeter of the Zoo, including the Washington Park parking lot (the “Parking Lot”), which serves as the Zoo’s primary patron parking supply; and

WHEREAS, the City of Portland hearings officer’s decision (LU 12-156689 CU) approving the continued use of the West Lot is subject to, among other things, a condition of approval that requires the City of Portland to separate stormwater flows originating in the main Washington Park parking lot from the sanitary sewer system and convey them under and through the Zoo property to the City’s public storm line under Hwy 26; and

WHEREAS, on February 1, 2013, Metro, the City and the other institutions that rely upon the Parking Lot for patron parking entered into the 2012 Washington Park Transportation and Parking Management Agreement (“WPTPMA”), by which Metro terminated its 35-year lease of the Parking Lot and returned the Parking Lot to the City in exchange for the establishment of paid parking throughout Washington Park, the revenues of which will pay for, among other things: operations, maintenance and security supervision of all parking within Washington Park; a Transportation Parking and Access Management Association and the development and implementation of a Transportation and Parking Management Plan; a Washington Park Master Plan; enhanced and expanded shuttle service connecting

the Washington Park Parking Lot and the MAX light rail station to the rest of the institutions in the park; construction of “Phase I Initial South Entry Improvements;” and construction of landscaping and stormwater management improvements necessary for the Parking Lot to achieve and maintain compliance with the City’s development code no later than 2017; and

WHEREAS, the WPTPMA also provided that the “Phase I Initial South Entry Improvements” would include new landscaping, new signage, minor roadway reconstruction, and creation of a pick-up and drop-off area and driveway adjacent to the Zoo's new Education Center building, (the “Drop-off Project”); and

WHEREAS, on March 21, 2013, Metro and the City entered into a Memorandum of Understanding, later amended by addendum to MOU effective November 19, 2014, setting forth the parties expectations and intent to enter into an intergovernmental agreement to establish, among other things: the location, design, construction and costs of a Parking Lot stormwater drainage line connecting the southern end of the Parking Lot to the City’s stormwater interceptor pipe along Oregon Highway 26 (the “Stormwater Line”); a shared utility easement through the Zoo supporting the Stormwater Line; the location, design, construction and costs of extending the sidewalk serving the Zoo Education Center into the Parking Lot and the drop-off pick-up lane along the Education Center; an easement from the City supporting the sidewalk and drop-off pick-up lane; and

WHEREAS, during the time the parties were negotiating the terms of said intergovernmental agreement all of the aforesaid improvements were constructed; and

WHEREAS, the intergovernmental agreement will supersede any prior oral or written agreements or representations relating to the improvements, easements, operations or management of the lands and facilities of Metro and the City governed thereby; and

WHEREAS, the Portland Parks & Recreation staff has agreed to submit the intergovernmental agreement for City Council approval this fall; and

WHEREAS, Metro Code section 2.04.050 states that the Metro Council must approve intergovernmental agreements by which Metro agrees to acquire or transfer any interest in real property, now therefore,

BE IT RESOLVED that the Metro Council hereby authorizes the Chief Operating Officer to enter into the Washington Park Parking Lot Stormwater Line Intergovernmental Agreement attached as Exhibit A; to grant a permanent Stormwater Line Easement to the City of Portland in the form and location described on Exhibit B to the IGA; and to accept the Grant of Sidewalk and Driveway and Drop-off Lane Easement and Agreement from the City of Portland in the form and location described on Exhibit F to the IGA.

ADOPTED by the Metro Council this _____ day of September 2017.

Tom Hughes, Council President

Approved as to Form:

Alison R. Kean, Metro Attorney

**WASHINGTON PARK PARKING LOT STORMWATER
LINE INTERGOVERNMENTAL AGREEMENT**

This Intergovernmental Agreement (the “Agreement” or “IGA”) is between the **City of Portland**, a municipal corporation and political subdivision of the state of Oregon (“City”) and **Metro**, a metropolitan service district authorized under ORS 268 and the Metro Charter (“Metro”), collectively referred to as the “Parties.”

ARTICLE I - RECITALS

1. Metro owns and operates the Oregon Zoo, formerly known as the Washington Park Zoo (the “Zoo”), in Washington Park, Portland, Oregon, for the use, education, enjoyment and benefit of the general public.
2. The City owns Washington Park, which includes most of the lands on the perimeter of the Zoo, including the Washington Park parking lot (the “Parking Lot”), which serves as the Zoo’s primary patron parking supply. On February 1, 2013, Metro, the City and the other institutions that rely upon the Parking Lots for patron parking entered into the 2012 Washington Park Transportation and Parking Management Agreement (“WPTPMA”). Among other things, the WPTPMA provided that landscaping and stormwater management improvements necessary for the Parking Lot to achieve and maintain compliance with the City’s development code, including a stormwater line and landscaping improvements to the West Lot, would be constructed by 2017.
3. On March 21, 2013, Metro and the City entered into a Memorandum of Understanding, later amended by addendum to MOU effective November 19, 2014, establishing among other things: the expectations of the City and Metro as to the location, design, construction and costs of a Parking Lot stormwater drainage line to be built that will connect the southern end of the Parking Lot to the City’s stormwater interceptor pipe along Oregon Highway 26 (the “Stormwater Line”); a shared utility easement through the Zoo supporting the Stormwater Line; the extension of a sidewalk serving the Zoo into the Parking Lot, accompanied by an easement from the City supporting the sidewalk; the use of a portion of the Parking Lot for construction Access and Staging during the planned construction of the Zoo Education Center. The MOU provided that the cost of design, engineering and construction of the Stormwater Line would be paid 80% by the City and 20% by Metro.
4. The WPTPMA also provided that the construction of the “Phase I Initial South Entry Improvements” include new landscaping, new signage, minor roadway reconstruction, and creation of a pick-up and drop-off driveway adjacent to the Zoo’s new Education Center building. Metro wishes to widen the adjacent City sidewalk by ten feet, reconstruct the roadway and sidewalk to eliminate parking and provide the designated drop-off/pick-up lane along the education center curb with a traffic lane alongside (the “Drop-off Project”).
5. Parking Lot A, formerly known as the ‘West Lot’ is a 120 space accessory parking lot located between the Children’s Museum and the Forestry Center. This one-acre parking lot was originally installed as a temporary construction staff lot during the TriMet Light rail station construction in 1997 and has served the Zoo and other venues in Washington Park since. In 2012, Metro and the City of Portland Bureau of Parks and Recreation (“PP&R”) filed a joint Conditional Land Use Application (LU 12 156689) with the City of Portland to legalize parking lot use on the site. The Conditions for Use established by the Hearings Officer as part of that review required landscape upgrades, stormwater improvements (deferred until overall stormwater management for the entire Parking Lot is completed in lieu of this lot only), as well as installation of a gate to prevent un-sanctioned after-hours use. Completion of a continuous evergreen landscape buffer to screen private homes to the west of the property was also a project component that has already been completed.

6. The construction documents for the Lot A project have been approved by the City of Portland Bureau of Development Services and a commercial building permit was issued for the work and the City completed the required construction activities in 2017.
7. In January of 2014, pursuant to City of Portland Ordinance 185779, the City took back management of certain real property on the south end of Washington Park that had previously been leased to Metro and others for nearly 30 years. The property includes electrical power for street and parking lot lighting. At some time during the previous lease, electrical power equipment servicing said street lights was moved onto Metro property and a sub-meter was installed to measure power use for same. This meter is now sited within the Oregon Zoo. The City and Metro have determined that it is cost prohibitive to separate the parking lot and street light service from the larger Zoo grid at this time. The City and Metro anticipate that the completion of the South Entry Vision Redevelopment project of Washington Park will result in changes to the electrical system that will resolve these billing issues. Until that time, the City and Metro wish to enter into an agreement for the payment of those electricity costs.
8. In October of 2011, Metro and the City executed City of Portland Intergovernmental Agreement #30002483, for the completion of a study on future transportation and park-related projects in Washington Park. The City's financial obligations to Metro under that Agreement have not been satisfied, and the Parties wish to resolve that outstanding financial obligation in this agreement.
9. This Intergovernmental Agreement provides the terms and conditions under which Metro and the City will cooperate to construct and pay for the public improvements set forth herein.

ARTICLE II – TERM

The term of this Agreement will be from April 1, 2015 through December 31, 2017, unless earlier terminated or extended under the provisions of this Agreement. However, the obligations set forth in Article VII Section 1 shall survive termination or expiration until such time as the provisions of said section have been satisfied and the parties agree that no continuing payment obligation exists.

ARTICLE III – METRO OBLIGATIONS

1. Project Management. The Metro Project Manager will act as Metro's owner representative during design, engineering and construction of the Stormwater Line Project and Drop-off Project. The Metro Project Manager will have primary responsibility for procuring, contracting for and managing the design professionals and general contractor, in consultation with the City Project Manager. Metro's Project Manager will schedule and attend design meetings with the City Project Manager and seek input and participation in the design, engineering and construction of the Stormwater Line Project, and Drop-off Project. Metro's representative will be the conduit for communication between the design professionals and the general contractor and the City. The preceding Metro obligation was carried out and completed under the terms of the MOU, pending the execution of this IGA.
2. Design, Construction and Engineering of Stormwater Line. Metro agrees to procure, contract for and carry out the design, engineering and construction of the Stormwater Line Project, in accord with the Scope of Work attached as Exhibit A. Metro will manage the design and engineering of the Stormwater Line Project while meeting with the City as appropriate to obtain input and approval from the City of the design at 50%, 75%, and final design development phases. The Stormwater Line Project will be constructed by Fortis Construction under Metro's CM/GC contract with Fortis. Metro will manage the construction of the Stormwater Line Project while meeting as appropriate to obtain input and approval from the City of the initial project budget and progress approvals at the beginning of the following phases: 100% design development, 50% construction documents. The preceding Metro obligation was carried out and completed under the terms of the MOU, pending the execution of this IGA. A cost breakdown of the stormwater line project is attached as Exhibit B.
3. Shared Utility Easement. Part of the Stormwater Line will be located on Metro property, within the Zoo's service road utility corridor. Metro agrees to grant the City a nonexclusive Shared Utility Easement under and through the Zoo in the form attached as Exhibit C.

4. Education Center Project Staging Area. The Oregon Zoo Education Center Project site is adjacent to the Zoo property line at the Washington Park South Entry Area. The Zoo and the City wish to provide for temporary use of a portion of the Washington Park parking lot and road network for construction access and staging for the duration of the Zoo Education Center and Stormwater Line Projects. Metro's staging and access plan is attached as Exhibit D. Metro has obtained a Non-Park Use Permit free of charge from the City prior to commencement of work. The preceding joint obligation was carried out and completed under the MOU pending the execution of this IGA.
5. Drop Off Project. Metro and the City agree to widen the City sidewalk adjacent to the Zoo Education Center by ten feet, contingent upon City approval of the final design, and as part of the Zoo Education Center scope, Metro will redesign and reconstruct the roadway and sidewalk to eliminate parking and provide a designated drop-off/pick-up lane along the education center curb with a traffic lane alongside as set forth in the Sidewalk/Drop-off Plan attached as Exhibit E. The Drop-off Project will be constructed by Fortis Construction under Metro's CM/GC contract with Fortis as part of the Education Center Project scope. Metro will manage the construction of the Drop-off Project while meeting as appropriate to obtain input and approval from the City of the initial project budget and progress approvals at the beginning of the following phases: 100% design development, 50% construction documents. The preceding Metro obligation was carried out and completed under the terms of the MOU, pending the execution of this IGA.
6. Operational Agreement. Metro and the City agree that the success of the Zoo and of Washington Park as a whole is dependent on effective management of transportation and parking, and that some shared use of the Driveway and Drop-off Lane Easement that will be granted to Metro is necessary to alleviate traffic issues. To that end, the Parties developed an Operational Plan that provides guidelines for shared use needed to mitigate any impacts related to the spillover of vehicles or buses onto Knights Blvd. from the Driveway and Drop-off Lane Easement. While it is acknowledged that the safe and efficient use of the Driveway Lane and the Drop-off Lane for vehicles for delivery, pick-up and drop-off of Zoo campers and other Zoo visitors is the priority consideration, the Parties also agree that the Operational Plan will also allow for other uses associated with the management of traffic and parking at Washington Park, generally. The Driveway and Drop-off Easement will be executed upon the mutual execution of the Operational Plan.
7. Design and Construction Budget. The Metro Project Manager shall exercise good faith efforts to manage the design, engineering and construction Projects set forth herein within the budgets set forth in this Agreement. In the event that Metro determines that the cost of any particular task is likely to exceed the authorized budget, it shall promptly inform the City of the need for a change order and work with the City to develop a strategy to address it. The preceding Metro obligation was carried out and completed under the terms of the MOU, pending the execution of this IGA.

ARTICLE IV – CITY OBLIGATIONS

1. Project Management Participation. The City Project Manager will act as the City's owner representative during design, engineering and construction of the Stormwater Line Project, and the Drop-off Project. The City Project Manager will attend design meetings, provide input and participate in the management of the design, engineering and construction of the Stormwater Line Project, and Drop-off Project. The City's representative will be the conduit for communication between the City and the Oregon Zoo Education Center design team and a team resource for City documentation relating to the Washington Park South Entry Area. The City's representative will review and approve any and all design, engineering, construction and cost items and elements of the Projects. The preceding City obligation was carried out and completed under the terms of the MOU, pending the execution of this IGA.
2. Share of Costs. The general Scope of Work for the Stormwater Line project is contained in Exhibit A. The City agrees to pay 80% of the total final costs of design, engineering, and construction of the Stormwater Line in the amount of \$427,220.32, as further set forth and calculated in Exhibit B, attached.

3. Construction, Access, Staging Permit. The City has provided Metro with a non-park use permit free of charge for the construction of the Stormwater Line and education center construction access and staging as set forth in Exhibit D, according to the terms of its standard non-park use permit.

4. Sidewalk Easement and Driveway and Drop-off Easement. The City agrees that upon approval by the City of Metro's design for the Sidewalk Widening and Drop-off Project and the execution of an Operational Plan, described above, the City will provide Metro with a mutually acceptable vehicle, pedestrian use and access easement over and across the sidewalk and drop-off zone so constructed, in the form attached as Exhibit F. City will work in good faith with Metro to quickly develop the Operational Plan that serves the needs of both Parties.

5. Parking Lot A. The overall project budget for both the landscape improvements and the gate installation was \$450,000 as described in the 2012 Parking & Transportation Management Agreement 185779-2012, Funding Priority #4 (City-required Capital Improvements). The construction costs were or will be 100% paid by the City. Except for the storm water improvements for Parking Lot A, which have been deferred until overall storm water management for the entire Parking Lot is completed, the City has completed construction of all improvements required by Hearings Officer's decision (LU 12 156689) approving the conditional use of Parking Lot A.

ARTICLE V – COMPENSATION AND PAYMENT

1. Compensation. The City agrees to pay 80% of the total final costs of design, engineering, and construction of the Stormwater Line in the amount of \$427,220.32, as further set forth and calculated in Exhibit B, attached.

2. Payment. Payment shall be on a reimbursement basis, unless otherwise specified. Metro shall submit an invoice to the City detailed with reasonable particularity regarding work performed. The City shall pay Metro the balance due within thirty (30) days of receipt of a proper invoice. Upon City request, Metro will provide third party contractor invoices in support of said invoice. Prior to submission for payment, the Project Managers shall review the invoices against the project budget to provide real time cost tracking and budget management. All invoices shall be submitted to the City at the following address:

Property Manager
City of Portland
Bureau of Parks & Recreation
1120 SW 5th Ave., Ste. 1302
Portland, OR 97204

3. Appropriation of Funds for Project. City certifies that sufficient funds have been appropriated to make payments required by this Contract. The City shall make all reasonable efforts to appropriate funds for payments in every subsequent year of this IGA.

ARTICLE VI - PROJECT MANAGEMENT

1. Project Managers. The City designates Britta Herwig as its Project Manager and Metro designates Heidi Rahn as its Project Manager. Project Managers are responsible for coordinating all aspects of their respective work scopes for the Projects and all the respective employees assigned to the Project. The Project Managers: 1) shall ensure the Project and the tasks related thereto are completed expeditiously and economically; 2) shall be the contact persons through whom the City and Metro provide notices and otherwise officially communicate; and 3) have the authority to make decisions and resolve disputes related to the Project. In the event a disagreement or dispute occurs between the Project Managers, they shall refer it to the Portland Parks and Recreation Director and Oregon Zoo Director for resolution. Either party may modify their assigned project manager and notice the other party of the change in representation.

2. Notices. Any notice or notices provided for by this Agreement or by law to be given or served upon either party shall be given or served by certified letter, deposited in the U.S. mail, postage prepaid, and addressed to:

Deputy Director
Operations Oregon Zoo
4001 SW Canyon Road
Portland, Oregon 97221

Britta Herwig
City of Portland, Bureau of Parks & Recreation
1120 SW 5th Ave., Ste. 1302
Portland, OR 97204

ARTICLE VII – ELECTRICITY PAYMENTS AND TRAFFIC STUDY OBLIGATIONS

1. The City agrees to reimburse Metro for the electricity costs as described in Paragraph 7 of the “Recitals”. This section of the Agreement is intended to reimburse Metro for the costs of the City’s past and ongoing electricity usage, until such time as the completion of the Washington Park South Entry Vision Redevelopment project improves the electrical metering system such that the City may be billed directly for the electricity costs of street and Parking Lot lighting. This section will survive termination or expiration of this Agreement and will remain in effect until such time as the South Entry Vision Redevelopment project is completed and the City is billed directly as set forth above or the parties agree that this section is no longer necessary. The City shall promptly reimburse Metro upon receipt of invoices stating the City’s actual electricity usage for street and parking lot lighting in Washington Park, based on sub-meter readings. It is estimated that total reimbursable electricity costs will not be greater than Seventy-Five Thousand Dollars (\$75,000), but actual costs could exceed this sum if there is a delay in effecting changes to the electrical metering system. In addition to paying the invoiced amounts in the future, the City will pay at least Ten Thousand Three Hundred Forty-Eight Dollars and Thirty-Four Cents (\$10,348.34) to Metro in reimbursement for the City’s electricity usage from January 2014, when the parking lot was returned to City management.

2. The City shall make a payment to Metro in the sum of Sixty-Five Thousand, Four Hundred, Fifty-One Dollars and Thirteen Cents (\$65,451.13) in satisfaction of the amount due under the aforementioned 2011 IGA (City of Portland Contract #30002483), described in Paragraph 8 of the Recitals, which concerned a transportation and park-related study of Washington Park.

ARTICLE VIII – GENERAL PROVISIONS

1. Mutual Indemnity. Metro shall hold harmless and indemnify the City and its officers, agents, and employees against any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim arising out of Metro’s work under this Agreement within the maximum liability limits under the Oregon Tort Claims Act. The City shall hold harmless and indemnify Metro and its officers, agents, and employees against any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim arising out of the City’s work under this Agreement within the maximum liability limits set forth under the Oregon Tort Claims Act.

2. Termination for Default. If either party determines that a material breach of the terms of this Agreement has occurred, the aggrieved party shall promptly provide written notice of such breach, reasonably documenting said breach and demanding that the breach be cured. The breaching party shall thereafter cure said breach within 14 days of receipt of said notice. If the breaching party fails to so cure, or under circumstances where the breach cannot reasonably be cured within a 14-day period, fails to begin curing such violation within the 14-day period, or after 14 days has expired fails to continue diligently to cure the breach until finally cured, the aggrieved party may, at its sole discretion, immediately terminate this Agreement. The exercise of this termination right shall not extinguish or

prejudice the terminating party's right to seek damages and enforcement of the terms of this Agreement in a court of competent jurisdiction with respect to any breach that has not been cured.

3. Termination by Mutual Agreement. The City and Metro, by mutual agreement, may terminate this Agreement at any time and for any reason. The rights and obligations of the parties set forth in Article VII, Section 1, Article VIII, Sections 1, 5, 6, 11 and 14 shall survive and not be limited by any termination of this Agreement.

4. Force Majeure. No Party shall be considered in breach of or in default with respect to any obligation created hereunder or progress in respect thereto if the delay in performance of such obligations (the "Unavoidable Delay") is due to causes that are unforeseeable, beyond its control, and without its fault or negligence, including but not limited to force majeure, acts of a public enemy, acts of the government outside the authority or control of either party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquake, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, litigation or arbitration involving a Party or others relating to zoning or other governmental action or inaction outside the authority or control of either party pertaining to the Project, malicious mischief, condemnation action delays of litigation, and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar events and/or occurrences beyond the control of such Party.

5. Maintenance of Records. Metro and the City shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Metro and the City shall maintain any other records pertinent to this Agreement in such a manner as to clearly document performance of Metro and the City. Metro and the City acknowledge and agree that each municipality shall have access to the other records and other books, documents, papers, plans, and writings that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts. Metro and the City also acknowledge and agree that they shall retain such documents for a period of three years after termination of this Agreement, or such longer period as may be required by applicable law. In the event of any audit, controversy or litigation arising out of or related to this Agreement, Metro and the City shall retain such documents until the conclusion thereof.

6. Audit and Inspection of Records. Metro and the City each shall permit the authorized representatives of the other to inspect and audit all data and records of Metro and City relating to its performance under this Agreement. The City shall be responsible for its own auditing costs, except that Metro will pay all costs incurred by the City in conducting any audit and inspection that reveals that records related to the Work disclose that the City is owed any sum of money or establish that any portion of any claim made against the City is not warranted. The City may withhold such costs from any sum that is due or that becomes due from the City. Metro shall be responsible for its own auditing costs, except that the City will pay all costs incurred by Metro in conducting any audit and inspection that reveals that records related to the Work disclose that Metro is owed any sum of money or establish that any portion of any claim made against Metro is not warranted. Metro may withhold such costs from any sum that is due or that becomes due from Metro.

7. Documents. All records, reports, data, documents, systems, and concepts, whether in the form of writings, design drawings, plans, or models that are prepared or developed in connection with this Agreement are the mutual property of Metro and the City.

8. Relationship of Parties. Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee, or contractor of one Party shall be deemed to be an employee, agent or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture, or any similar relationship, and each Party hereby specifically disclaims any such relationship.

9. No Third-Party Beneficiary. Except as set forth herein, this Agreement is between the Parties and creates no third-party beneficiaries. Nothing in this Agreement gives or will be construed to give or

provide any benefit, direct, indirect, or otherwise to third parties unless such third parties are expressly described as intended to be beneficiaries of its terms.

10. Compliance with Laws. The Parties shall comply with all Federal, state, and local laws, regulations, executive orders and ordinances, land use and permitting regulations applicable to the work under this Agreement, including the applicable provisions of Chapters 279A-C governing the procurement of public improvements and the construction of public works, which are hereby incorporated in their entirety by reference.

11. Oregon Law, Dispute Resolution and Forum. This Agreement is to be construed according to the laws of the State of Oregon. The City and Metro shall negotiate in good faith to resolve any dispute arising out of this Agreement. If the Parties are unable to resolve any dispute within fourteen (14) calendar days, the Parties are free to pursue any legal remedies that may be available. Any litigation between Metro and the City arising under this Agreement or out of work performed under this Agreement will occur, if in the state courts, in the Multnomah County Circuit Court, and if in the Federal courts, in the United States District Court for the District of Oregon located in Portland, Oregon.

12. Assignment. Neither the City nor Metro may assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the other.

13. Interpretation of Agreement. This Agreement will not be construed for or against any Party by reason of authorship or alleged authorship of any provision. The Section headings contained in this Agreement are for ease of reference only and may not be used in constructing or interpreting this Agreement.

14. Entire Agreement; Modification; Waiver. This Agreement and attached Exhibits constitute the entire agreement between the Parties on the subject matter hereof and supersede all prior or contemporaneous written or oral understandings, representations, or communications of every kind. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No course of dealing between the Parties and no usage of trade will be relevant to supplement any term used in this Agreement. No waiver, consent, modification, or change of terms of this Agreement will bind either Party unless in writing and signed by both Parties. Such waiver, consent, modification, or change, if made, will be effective only in the specific instance and for the specific purpose given. The failure of a Party to enforce any provision of this Agreement will not constitute a waiver by a Party of that or any other provision.

15. Severability/Survivability. If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless will remain in full force and effect and the illegal or unenforceable provision will be stricken. All provisions concerning indemnity survive the termination of this Agreement for any cause.

METRO

**CITY OF PORTLAND
PORTLAND PARKS & RECREATION**

By: _____
Martha J. Bennett, Chief Operating Officer

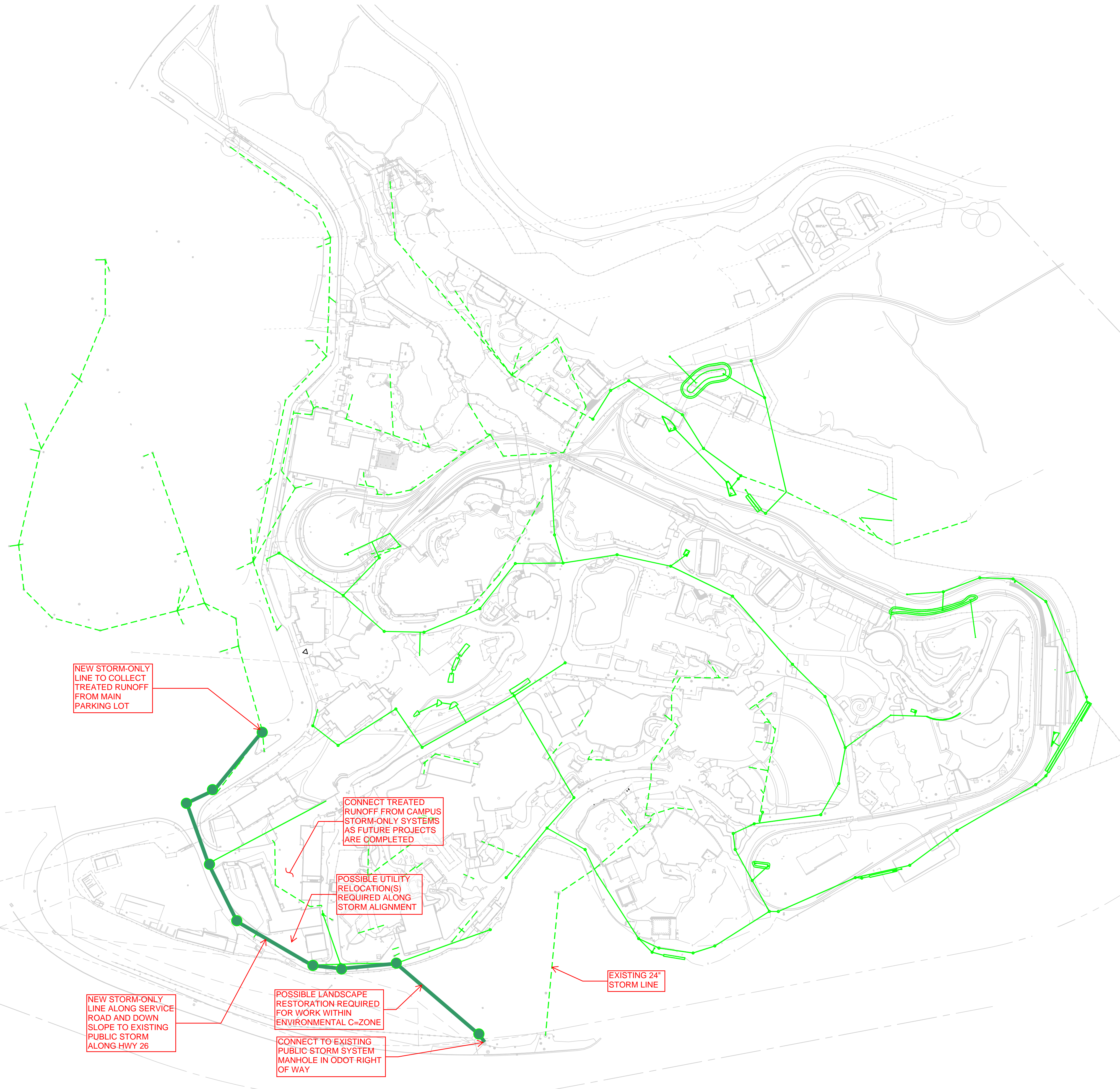
By: _____
Mike Abbate, Director

Dated: _____

Dated: _____

Exhibit A

Stormwater Line Scope of Work



NEW STORM-ONLY LINE TO COLLECT TREATED RUNOFF FROM MAIN PARKING LOT

CONNECT TREATED RUNOFF FROM CAMPUS STORM-ONLY SYSTEMS AS FUTURE PROJECTS ARE COMPLETED

POSSIBLE UTILITY RELOCATIONS REQUIRED ALONG STORM ALIGNMENT

EXISTING 24" STORM LINE

NEW STORM-ONLY LINE ALONG SERVICE ROAD AND DOWN SLOPE TO EXISTING PUBLIC STORM ALONG HWY 26

POSSIBLE LANDSCAPE RESTORATION REQUIRED FOR WORK WITHIN ENVIRONMENTAL C-ZONE

CONNECT TO EXISTING PUBLIC STORM SYSTEM MANHOLE IN ODOT RIGHT OF WAY

DESCRIPTION OF SCOPE OF WORK

- a) Metro and PP&R will jointly design a new stormwater pipeline connecting the southern end of the Main Washington Park Parking Lot to the BES storm interceptor pipe along Oregon Department of Transportation Highway 26.
- b) Future isolated stormwater flows from the Main Washington Park Parking Lot and portions of the zoo campus in the Gate A area will be routed out of the public combined sewer system and into the Parking Lot Storm Line. The Parking Lot Storm Line will convey runoff from all practicable Main Parking Lot surface area.
- c) A portion of the proposed pipe alignment will be located within the zoo's service road utility corridor.
- d) Metro and/or PP&R will construct the Parking Lot Storm Line by November 14, 2017 (within five years of the West Lot conditional use approval) according to a timeline and management approach to be determined by Metro and PP&R that will minimize interference with the Oregon Zoo bond program.
- e) The Parking lot Storm Line will be connected to the public storm interceptor in Highway 26, but Metro and PP&R will prevent stormwater from discharging to the line until Washington Park South Entry Area Improvements are constructed and operational.

LEGEND

EXISTING STORM DRAIN	-----
MASTER PLAN STORM DRAIN LINES	—————
PROPOSED STORM MAIN	—————

STORM DRAIN EXTENSION FROM MAIN PARKING LOT TO BES STORM-ONLY LINE ALONG HIGHWAY 26
January 24, 2013

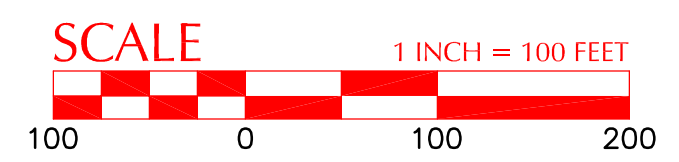


EXHIBIT B to IGA

Total Final Stormwater Line Cost Breakdown

Scope	Final Amount	City of Portland (80% of cost)	Metro (20% of cost)
Design and Civil Engineering	\$71,680	\$57,344	\$14,336
Geotechnical Engineering (approved Geotechnical change order 1: inclinometer replacement cost \$10,000)	\$15,468.41	\$12,374.72	\$3,093.69
Construction (approved construction change orders [Fortis PCO 1024 \$2,989 & Fortis PCO 1030 \$10,728])	\$446,877	\$357,501.60	\$89,375.40
TOTALS	\$ 534,025.41	\$ 427,220.32	\$ 106,805.09

EXHIBIT C TO STORMWATER LINE IGA

After Recording Return To:
Portland Parks Bureau
City of Portland
1120 SW 5th Avenue, Room 1000
Portland, OR 97204-1972

GRANT OF SHARED STORMWATER PIPELINE EASEMENT

METRO, a municipal corporation and political subdivision of the State of Oregon (“Metro”), for and in consideration of the mutual and reciprocal covenants and agreements herein, hereby grants to the City of Portland, Parks Bureau, a municipal corporation of the State of Oregon (“CITY”), its successors and assigns, a perpetual non-exclusive subsurface easement, for the installation of a stormwater pipeline (hereafter, the “Facilities”) in, under and through the Oregon Zoo campus, in accordance with the following conditions and covenants:

1. Easement Description. The subsurface sewer pipeline easement shall be located as described and depicted on Exhibit A and B attached hereto and by this reference made a part hereof (hereafter, the “Easement”).
2. Rights Granted. CITY and Metro shall jointly construct the Facilities, and use of the Facilities for the conveyance of stormwater shall be shared by the City and Metro. The CITY shall have the right to operate, maintain, repair or replace the Facilities in whole or in part within the Easement. In exercising its rights to do so, CITY must provide Metro with reasonable notice prior to initiating its activities, and must restore the Easement area to a condition as good as or better than its condition immediately prior to the CITY’s activities.
3. Metro’s Reservation of Rights. The Easement is not exclusive, and Metro reserves the right to use the Property subject to the Easement for any purpose that does not disturb the Facilities. Metro may relocate the Facilities, and the easement, at its sole cost and expense, if it is reasonably determined by the CITY and METRO that it is possible to do so while preserving the Facilities’ function.
4. Ownership. Metro represents and warrants that it holds fee title to the Property, but this grant of Easement is expressly subject to liens and encumbrances of record as of the date of execution set forth below. Metro expressly disclaims any representation or warranty as to encumbrances and/or vested rights of third parties affecting the Property that may conflict or interfere with the rights granted herein, or that it holds all rights necessary or incident to the operation of the Facilities or Easement.
5. Notices. Metro agrees to provide written notice of the existence of the Easement and the Facilities to any tenant, lessee, or assignee of Metro who occupies the Property or acquires any interest in the Property from Metro. All requests elections, notices

and other communications to be given hereunder by either party to the other shall be in writing and sent by certified mail return receipt requested, postage prepaid, addressed as follows:

As to City: City of Portland
Parks & Recreation
Attn: Director
1120 SW 5th Avenue, Room 1000
Portland, OR 97204-1972

As to Metro: Oregon Zoo
Attn: Director
600 NE Grand Avenue
Portland, OR 97232-2736

Changes of address may be accomplished for purposes of this section by giving the other party written notice of new address in the manner set forth above. Notices, elections and other communications shall be deemed effective upon receipt.

6. Covenants. CITY covenants and agrees that, in the conduct of any and all of its activities and operations hereunder, it will comply strictly with all present and future laws, rules and regulations of all federal, state, and local governmental bodies having jurisdiction over the construction, installation, and operations activities occurring within the Easement.

7. Entire Agreement. This Subsurface Sewer Pipeline Easement (including attached Exhibits A and B which are incorporated by this reference) is the final and complete agreement between the parties concerning the Easement.

IN WITNESS WHEREOF, the parties have executed this Subsurface Sewer Pipeline Easement as of this _____ day of _____, 2017.

METRO

CITY OF PORTLAND
PARKS & RECREATION

By: _____
Martha J. Bennett
Chief Operating Officer

By: _____
Name: _____
Title: _____

Attachments:

- Exhibit A Legal Description of Easement
- Exhibit B Map Depiction of Easement

Oregon Zoo Storm Drain Easement Property Description
City of Portland, Multnomah County, Oregon
Portion of Tax Lot 1400, 1S 1E 05
July 8, 2015
Project No. 1051-010

EXHIBIT "A"

A portion of that tract of land conveyed to Metropolitan Service District by Deed recorded on August 31, 1987 by Book 2038, Page 1604, Multnomah County Deed Records, located in Section 5, Township 1 South, Range 1 East of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, being a 10.00 foot wide strip of land being 5.00 feet of each side of a centerline described as follows:

Beginning at a point on the west line of the Oregon Zoo Property being South 74°37'00" West 16.29 feet from the northeast end of the course labeled "South 74°37'00" West 406.05" on Multnomah County Survey Number 43142 (the southwest end of that course being the most westerly corner of said Oregon Zoo Property);

thence South 25°51'58" East, 19.55 feet;
thence South 26°08'06" East, 168.04 feet;
thence South 58°53'29" East, 194.15 feet;
thence North 87°32'56" East, 138.90 feet;
thence South 49°53'00" East, 159.15 feet;
thence South 33°00'33" East, 25.80 feet to a point on the south line of said Oregon Zoo Property, also being the northerly right of way of Highway 26 and the end of this centerline description.

Subject to lengthening and/or shortening of sidelines so that they terminate on the proper boundaries.

Containing 7,056 square feet, more or less.

Bearings shown per Survey Number 43142.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 25, 1990
GARY R. ANDERSON
2434

RENEWALS: 12/31/15



0 50' 100'
SCALE: 1"=100'

CITY OF PORTLAND
BOOK 901, PAGE 328

POINT OF BEGINNING

S25°51'58"W
19.55'

16.29'

S74°37'00"W 406.05'

S26°08'06"E
168.04'

5.00'
5.00'

CENTERLINE 10.00'
STORM DRAIN EASEMENT

S58°53'29"E
194.15'

5.00'
5.00'

N87°32'56"E
138.90'

S49°53'00"E
159.15'

S33°00'33"E
25.80'

S89°11'30"W 308.07'

U.S. HIGHWAY 26

METRO
BOOK 2038, PAGE 1604
(OREGON ZOO PROPERTY)

EXHIBIT B

LOCATED IN SECTION 5
TOWNSHIP 1 S., RANGE 1 E., W.M.
MULTNOMAH COUNTY, OREGON

DATE	08JUL15
DRAWN BY	SLH2
CHECKED BY	GRA
REVISION	0
JOB NO.	1051-010

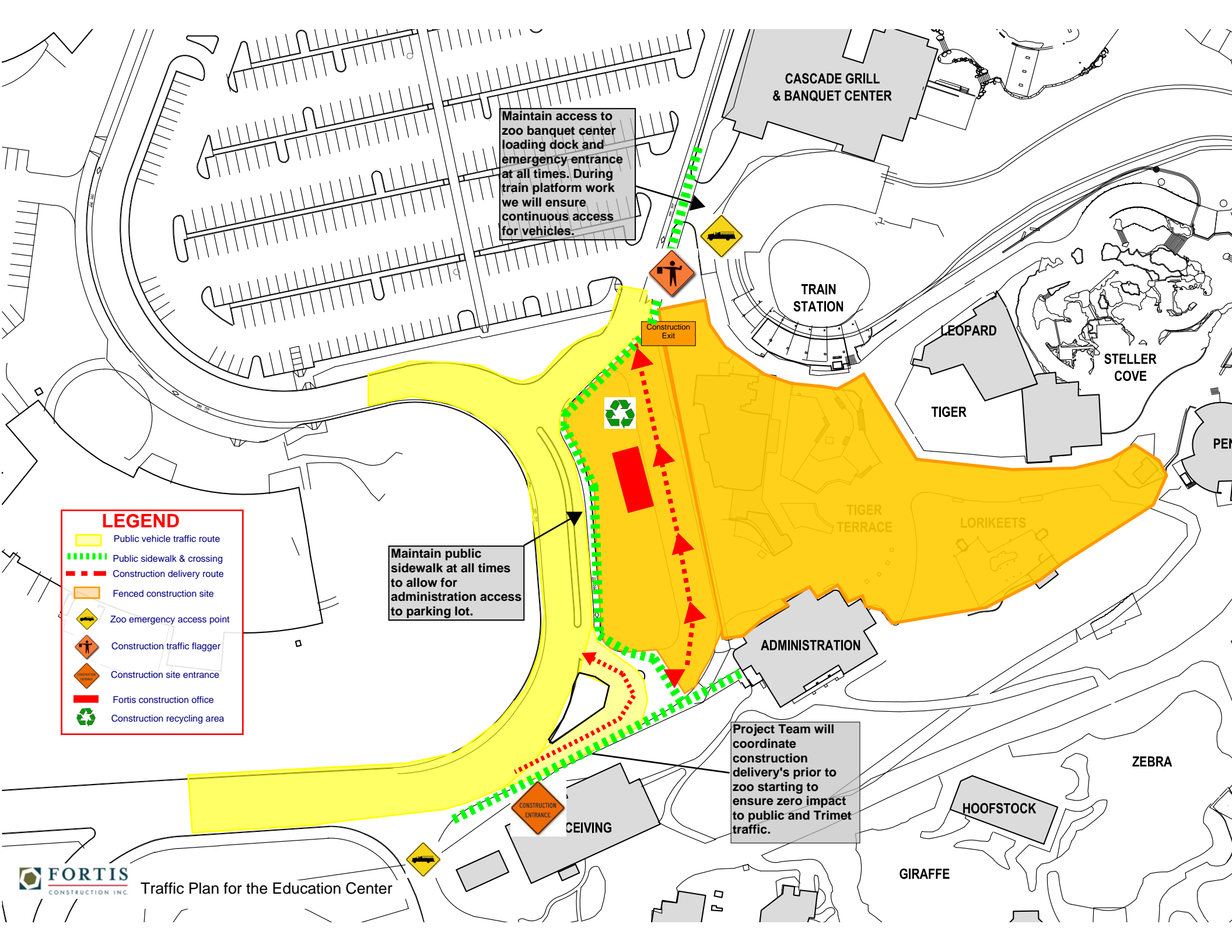


WESTLAKE
CONSULTANTS INC.

ENGINEERING ♦ SURVEYING ♦ PLANNING
PACIFIC CORPORATE CENTER
15115 S.W. SEQUOIA PARKWAY, SUITE 150 (503) 884-0852
TIGARD, OREGON 97224 FAX (503) 624-0157

Exhibit D

Education Center Construction Staging and Access Plan



Maintain access to zoo banquet center loading dock and emergency entrance at all times. During train platform work we will ensure continuous access for vehicles.

Maintain public sidewalk at all times to allow for administration access to parking lot.

Project Team will coordinate construction delivery's prior to zoo starting to ensure zero impact to public and Trimet traffic.

LEGEND

- Public vehicle traffic route
- Public sidewalk & crossing
- Construction delivery route
- Fenced construction site
- Zoo emergency access point
- Construction traffic flagger
- Construction site entrance
- Fortis construction office
- Construction recycling area

Exhibit E

Sidewalk/ Drop-Off Plan

N=679620.50
E=7634038.82
FOUND MONUMENT
CP-596, EL=655.66'

N=679614.06
E=7634003.11
FOUND MONUMENT
CP-27458, EL=670.14'

N=679624.98
E=7634068.52
FOUND MONUMENT
CP-27376, EL=669.30'

GRID INTERSECTION M-9
N=679551.77
E=7634056.02

PROPERTY LINE

PARKING LOT

GRID INTERSECTION A-3
N=679475.98
E=7634067.22

N=679443.42
E=7634365.39
FOUND MONUMENT
CP-105, EL=647.43'

N=679422.93
E=7634203.92
FOUND MONUMENT
CP-26344, EL=650.36'

**DARK GRAY: NEW EDUCATION
CENTER BUILDINGS**

GRID INTERSECTION M-9
N=679390.77
E=7634180.26

**HIGHLIGHTED AREA: NEW 10'
SIDEWALK EXTENSION**

GRID INTERSECTION E-5
N=679409.92
E=7634096.39

GRID INTERSECTION R-14
N=679353.92
E=7634325.88

N=679448.10
E=7633928.50
FOUND MONUMENT
CP-75655, EL=659.45'

N=679319.63
E=7634006.91
FOUND MONUMENT
CP-41, EL=651.34'

N=679337.51
E=7634343.52
FOUND MONUMENT
CP-5371, EL=644.68'

N=679309.50
E=7634296.89
FOUND MONUMENT
CP-5372, EL=642.38'

N=679254.60
E=7633984.85
FOUND MONUMENT
CP-75654, EL=646.83'

PROPERTY LINE

N=679336.70
E=7634139.71
FOUND MONUMENT
CP-26512, EL=652.12'

N=679208.72
E=7634094.03
FOUND MONUMENT
CP-600, EL=637.60'

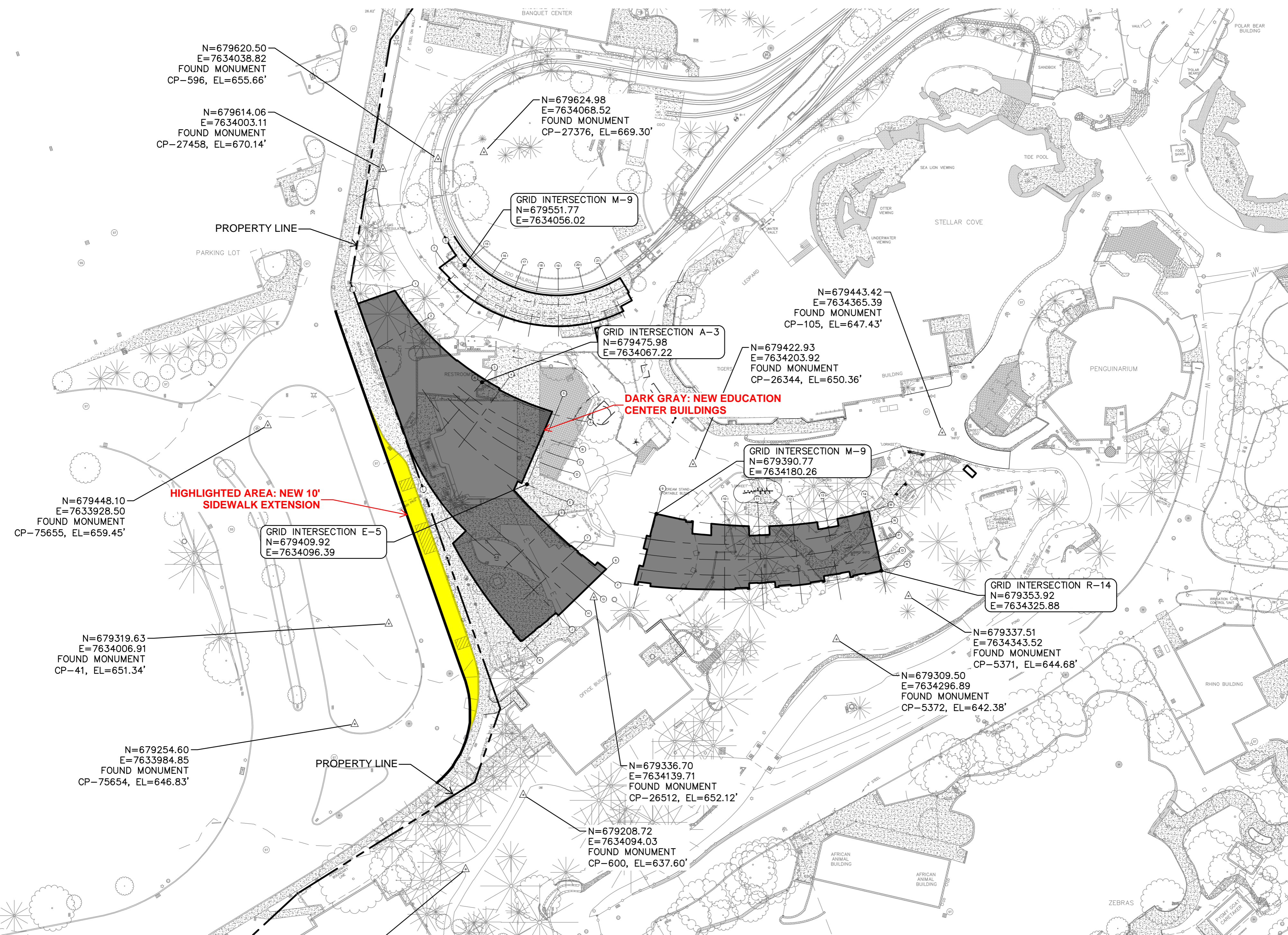


EXHIBIT F TO STORMWATER LINE IGA

After recording return to:
METRO
Office of the Metro Attorney
600 NE Grand Ave.
Portland OR 97232

GRANT OF SIDEWALK AND DRIVEWAY AND DROP-OFF LANE EASEMENT AND AGREEMENT

THIS GRANT OF SIDEWALK AND DRIVEWAY AND DROP-OFF LANE EASEMENT AND AGREEMENT (the "Agreement for Easement") is made and entered into as of the last date of signature indicated below (the "Effective Date"), by and between Metro, a municipal corporation established pursuant to ORS Chapter 268 and the Metro Charter and the City of Portland, a municipal corporation and political subdivision of the state of Oregon.

RECITALS

- A. WHEREAS, Metro owns and operates the Oregon Zoo (hereinafter referred to alternatively as "Metro," or the "Zoo").
- B. WHEREAS, the City of Portland Bureau of Parks and Recreation ("City") owns the Washington Park Parking Lot (the "Parking Lot"), including the premises to be encumbered by the easement granted and governed herein.
- C. WHEREAS, the Campfire Property - Zoo Easement Intergovernmental Agreement (the "Campfire IGA"), provided for and governed the conveyance by Metro of a 25% interest as a tenant in common in Metro's 20-acre "Campfire Property" to the CITY, in exchange for a permanent easement (the "3/4 Acre Easement") to be granted over a 3/4-acre portion of the Parking Lot adjacent to the original Zoo entrance (the "Easement Area").
- D. WHEREAS, the 3/4 Acre Easement was to provide for exclusive use by the Zoo of the Easement Area for any and all Zoo purposes, including but not limited to exhibit construction and Zoo or Zoo-related facility expansion.
- E. WHEREAS, in accord with the Campfire IGA, Metro conveyed the promised fractional interest in the Campfire Property to the CITY on February 2, 2001. However, the CITY did not grant the 3/4 Acre Easement to Metro in return, and the obligation remains unsatisfied by the CITY.

- F. WHEREAS, land use decision LU 12-156689 required the upgrade of the stormwater facilities if the parking lots were to continue to be used for the benefit of Zoo and park guests, and the CITY and METRO agreed, pursuant to the 2012 South Entry Vision, that the best location for the stormwater improvements was in a portion of the $\frac{3}{4}$ acre Easement Area; therefore, the CITY can no longer grant the full easement as it was originally contemplated.
- G. WHEREAS, given the high value to METRO and CITY of having sufficient parking and effective traffic management, METRO is willing to accept a vehicular driveway easement and shared use sidewalk easement in lieu of the $\frac{3}{4}$ Acre Easement.
- H. WHEREAS, Metro and the CITY have a long history of working collaboratively to successfully manage the transportation and parking in and around the South Entry to Washington Park, including, but not limited to: City giving Zoo a 35-year rent-free lease of the parking lot, Metro funding of the Washington Park portion of the TriMet Max station; City allowing Metro to collect and retain parking lot revenues, Metro leading and funding conditional use application and approval processes for the CITY's 116 space parking area located between the Children's Museum and World Forestry Center (currently known as Lot A); Metro agreeing to terminate its 35-year lease of Parking Lot two years early, on February 1, 2013, foregoing parking revenues and allowing the CITY to install meters and collect paid parking revenues in from the Parking Lot to support, among other things the collaborative development and funding of the startup of the Washington Park Transportation Management Association, now known as Explore Washington Park.
- I. WHEREAS, the Parties agree that the success of the Zoo and of Washington Park as a whole depend, in part, on effective management of transportation and parking, and that needs will vary over time. Therefore, the Parties agree that the Operational Agreement, attached hereto or as amended in the future, will supplement this Agreement for Easement and provide additional guidance as to the management of the Easements.

EASEMENT AND AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that the City, in consideration for, and in recognition of the mutual and reciprocal covenants set forth herein, including the consideration stated in Section 16, hereby grants to Metro the following permanent easements over and along the full width and length of the following premises, to-wit:

1. A "Driveway and Drop-off Lane Easement", legally described in EXHIBIT "A" and depicted on the map labeled Exhibit "B", attached hereto and referred to as the "Driveway Easement."
2. A "Shared Sidewalk Use Easement," legally described in EXHIBIT "C" and depicted on the map labeled Exhibit "D", attached hereto and referred to as

the “Sidewalk Easement.” Collectively, the Driveway Easement and Sidewalk Easement are referred to herein and in the Operational Agreement as the “Easements”

TO HAVE AND TO HOLD the above described and depicted Easements unto Metro, in accordance with the following terms, conditions and covenants:

1. Type and Use of Easements. The Easements are appurtenant to and benefit the Zoo Property, legally described in Exhibit “E” attached hereto, and all lawful users of all or any portion of the Zoo Property including, without limitation, Metro, its employees, independent contractors, visitors, guests, tenants, invitees, successors and assigns, for Zoo operations purposes, primarily for vehicular access for dropping off and picking up the aforesaid individuals and groups.

2. Exclusive and Shared Use of Easement Areas.

2.1 Exclusive Easement – Driveway and Drop-off Lane. Metro shall have the exclusive right to use, occupy, manage and patrol the Driveway and Drop-off Easement area. Use by the City will be allowed to the extent allowed by the terms of the Operational Agreement.

2.2 Shared Easement – Sidewalk Use. Metro shall have the non-exclusive right to use, occupy, manage and patrol the Shared Use Sidewalk Easement area for the pedestrian passage of Zoo patrons, employees, and other Zoo visitors over a paved sidewalk. This area is also recognized as and shall be treated as part of the Washington Park Trail System, in all respects.

3. Surface Damages. In exercising its rights hereunder, Metro shall repair any damage or disturbance to City’s property on or adjacent to the Easements that may be caused by the exercise of Metro’s rights, and shall restore the surface of City’s adjacent property to its condition immediately prior to such damage or disturbance, including restoring or repairing any landscaping or vegetation damaged or disturbed by Metro’s activities on the Easement, to City’s reasonable satisfaction.

4. Maintenance and Operation. Metro and City covenant to jointly maintain and repair the Easements. Generally, each party will have some responsibility for routine maintenance as well as major maintenance responsibility for any improvements they construct. That said, specific maintenance responsibilities will be detailed in the Operational Agreement. Metro shall not make any improvements to either of the Easements without the prior written consent of City, which shall not be unreasonably delayed, conditioned, or denied. Metro and City covenant and agree that, in the conduct of any and all of their activities and operations hereunder, they will comply strictly with all present and future laws,

rules and regulations of all federal, state, and local government bodies having jurisdiction over the maintenance and repair activities occurring within the Easements.

5. Other Instruments: The City shall cooperate with Metro in all respects in connection with this Easement, including but not limited to executing such applications and other documents and instruments and other acts reasonably necessary to effectuate the purpose and intent of this Easement.

6. Cooperation and Operational Agreement. Metro and the City agree that much of the detail regarding operation of the Easements will be outlined in the Operational Agreement, attached hereto as Exhibit F. It is expected that the Operational Agreement may be amended over time. The Parties agree to meet as needed to discuss the effective use of the Driveway and Drop-off Lane, as well as other transportation issues, in accordance with the Operational Plan. The CITY may invite a TMA representative to attend these meetings. The Parties shall, by mutual written agreement, update as needed, the Operational Agreement.

7. Environmental Representations and Warranties: The City represents and warrants that to the best of the City's knowledge without duty of inquiry:

7.1 There are no apparent or latent environmental defects in or on the Easement Property;

7.2 There has been no release, dumping, burying, abandonment or migration from off-site on or onto the Easement Property or the adjacent City property of any substances, materials or wastes that are hazardous, toxic, dangerous, or harmful or are designated as, or contain components that are, or are designated as, hazardous, toxic, dangerous, or harmful and/or that are subject to regulation as hazardous, toxic, dangerous, or harmful and/or that are subject to regulation as hazardous, toxic, dangerous, or harmful by any federal, state or local law, regulation, statute, or ordinance;

7.3 Neither the City nor the City's predecessors in interest have disposed of any hazardous substances off-site that could affect the City property or Easement Property; nor have they disposed of substances on the City property or Easement Property regulated by State or Federal environmental laws, including but not limited to ORS Chapter 465 and 42 U.S.C. § 9601 et seq.; and

7.4 There is no pending or threatened litigation affecting the Easement Property or the City property adjacent to the Easement described above, and no civil or criminal proceedings have been instigated or are pending against the City or its predecessors by government agencies or third parties arising out of alleged violations of environmental laws relating to or affecting the Easement Property: and neither the City nor its predecessors in interest have received any notices of environmental violation, penalties, claims, demand letters, or other notifications relating to a breach of environmental laws relating to the Easement Property or the City property adjacent to the Easement Property described above.

8. Title Matters. The City represents and warrants that the City is the sole and exclusive owner of the Easement Property, free and clear of all liens, encumbrances or other title defects, and the City covenants that it will take all steps necessary to protect and defend the Easement against the claims of all third parties and to perfect Metro's unencumbered use thereof.

9. Successors and Assigns. The terms "City" and "Metro" herein shall include the successors and assigns of each party. The benefits conferred by this Agreement, and the obligations assumed hereunder, shall run with the land and inure to the benefit of and bind the successors and assigns of the parties.

10. Indemnification. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, Metro and the City shall each indemnify, defend and hold harmless the other and its officers, agents and employees, from and against any and all claims, losses, suits or damage, including costs and attorney fees through trial and on appeal, arising from or related to the indemnitor's use of the Easement Area.

11. Partial Invalidity. If any non-material term or provision of this Easement or the application to any entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Easement, or the application of such term or provision to persons, entities or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Easement shall be valid and be enforced to the fullest extent permitted by law.

12. Waivers. No waiver of any breach of any covenant or provision contained herein shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision contained herein.

13. Entire Agreement. This Easement (including any exhibits attached to it) is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter of the Easement and supersedes all prior understandings with respect to it. This Easement may not be modified or terminated, nor may any obligations under it be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.

14. Time of Essence. The City and Metro hereby acknowledge and agree that time is strictly of the essence with respect to every term, condition, obligation, and provision.

15. Governing Law. The parties acknowledge that this Easement has been negotiated and entered into in the State of Oregon. The parties expressly agree that this Easement shall be governed by and interpreted in accordance with the laws of the State of Oregon.

16. Consideration. Metro declares all City obligations set forth in Section B of the Campfire IGA fully and finally satisfied, in consideration of the City granting to Metro the Easements described in this Agreement for Easement. In recognition of the long standing cooperative nature of the relationship between the CITY and Metro regarding Washington

Park parking management, the CITY agrees to negotiate a waiver for all Non Park User Permit fees for projects that the CITY and Metro deem to be beneficial to both parties in the future.

17. Compliance with Laws, Discrimination. Metro agrees that it shall comply with all state, federal, and local laws, Metro ordinances and laws, rules, regulations, and policies concerning equal opportunity, workers' compensation, and minimum and prevailing wage requirements, in the performance of its obligations hereunder and, for itself, successors and assigns, agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, age gender, sexual orientation or national origin.

18 Amendment after Washington Park Master Plan. The parties acknowledge that the City intends to undertake a process which will result in a new Washington Park Master Plan (the "Master Plan"). The Master Plan will, among other things, address pedestrian, bicycle and vehicular access, circulation and parking in the Parking Lot and by extension, the area encumbered by this Easement. Metro will be a stakeholder in the Master Plan process. Metro expects that one outcome of the Master Plan will to provide an access and circulation plan that includes access for autos and buses for safe and efficient drive-in, pick-up and drop-off of Zoo campers and other Zoo visitors at the Zoo Education Center that is equivalent in safety, utility and proximity to what is provided by this Easement. The location and dimensions of the Driveway and Drop-off Lane Easement Area and/or the Shared Sidewalk Use Easement may be amended upon the mutual written agreement of the Parties to comport with the Master Plan. If said agreement reduces the Easement Area or the utility, safety or proximity of the Easement to Metro is diminished, CITY shall provide Metro with reasonable compensation for the area taken or an easement equivalent in utility, safety and value satisfactory to both parties.

IN WITNESS WHEREOF, the undersigned City and Metro have executed this Agreement for Easement, this _____ day of _____, 2017.

CITY:

METRO:

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____

State of Oregon)

ss.

County of _____)

On this _____ day of _____, 2017, before me _____, the undersigned Notary Public, personally appeared _____, as Chief Operating Officer of Metro, a municipal corporation, personally known to me (or proved to be on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

My commission expires: _____

State of Oregon)

ss.

County of _____)

On this _____ day of _____, 2017, before me _____, the undersigned Notary Public, personally appeared _____, as _____ of _____, a municipal corporation, personally known to me (or proved to be on the basis of satisfactory evidence) to be the person(s) whose name(s) is (are) subscribed to this instrument, and acknowledged that he (she or they) executed it.

My commission expires: _____

Oregon Zoo Sidewalk Easement Property Description
City of Portland, Multnomah County, Oregon
Portion of Tax Lot 800, 1S 1E 05
April 14, 2016
Project No. 1051-010

EXHIBIT "A"

A portion of that tract of land conveyed to The City of Portland by Deed recorded on October 19, 1922 by Book 901, Page 328, Multnomah County Deed Records, located in Section 5, Township 1 South, Range 1 East of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, being more particularly described as follows:

EXCLUSIVE EASEMENT - DRIVEWAY AND DROP-OFF LANE

Beginning at a 5/8" iron rod with no cap at an angle point in the east line of said tract also being the west line of the Oregon Zoo property recorded on August 31, 1987, by Book 2038, Page 1604, said angle point being North 66°00'26" East 1092.93 feet from the northeast corner of Lot 1, Block 3, "The Highlands" as shown on Multnomah County Survey Number 43142;

thence along said west line South 01°27'35" West, 252.39 feet;
thence South 41°29'40" West, 114.33 feet;
thence South 07°25'45" West, 122.73 feet;
thence South 35°19'25" West, 26.62 feet;
thence South 09°18'50" West, 159.61 feet;
thence South 19°22'00" East, 292.17 feet;
thence South 19°04'25" West, 50.53 feet;
thence South 57°52'35" West, 135.43 feet;
thence South 47°04'20" West, 134.33 feet;
thence South 74°37'00" West, 1.34 feet;
thence leaving said west line, along a 60.00 foot radius non-tangent curve to the right, a radial line bears South 85°00'11" West, through a central angle of 63°21'24", [chord bears North 26°40'53" East, 63.02 feet], an arc distance of 66.35 feet;
thence North 58°21'35" East, 79.98 feet to the True Point of Beginning;

thence North 16°58'59" East, 67.50 feet,
thence North 10°31'57" East 36.28 feet,
thence along a 41.00 foot radius non-tangent curve to the left, a radial line bears South 23°57'51" West, through a central angle of 133°02'57", [chord bears North 47°26'23" East, 75.21 feet], an arc distance of 95.21 feet;
thence North 19°05'06" West, 163.39 feet;
thence along a 26.00 foot radius curve to the left, through a central angle of 45°04'19", [chord bears North 41°37'15" West, 19.93 feet], an arc distance of 20.45 feet;
thence North 10°02'42" East, 58.58 feet;
thence along a 40.00 foot radius non-tangent curve to the left, a radial line bears South 82°01'39" West, through a central angle of 11°24'13", [chord bears South 13°40'27" East, 7.95 feet], an arc distance of 7.96 feet;

thence South 19°22'33" East, 253.31 feet;
thence along a 60.00 foot radius tangent curve to the right, a radial line bears North 70°37'27" East, through a central angle of 70°01'06", [chord bears South 15°37'59" West, 68.84 feet], an arc distance of 73.32 feet;
thence South 50°38'32" West, 7.56 feet;
thence along a 950.00 foot radius non-tangent curve to the right through a central angle of 6°20'02", [chord bears South 55°11'34" West, 104.97 feet], an arc distance of 105.02 feet;
thence South 58°21'35" West, 0.75 feet to the True Point of Beginning.

Containing 11,600 square feet, more or less.

Bearings shown per Survey Number 43142 & 51716.



RENEWS: 12/31/17



0 100' 200'
SCALE: 1"=200'

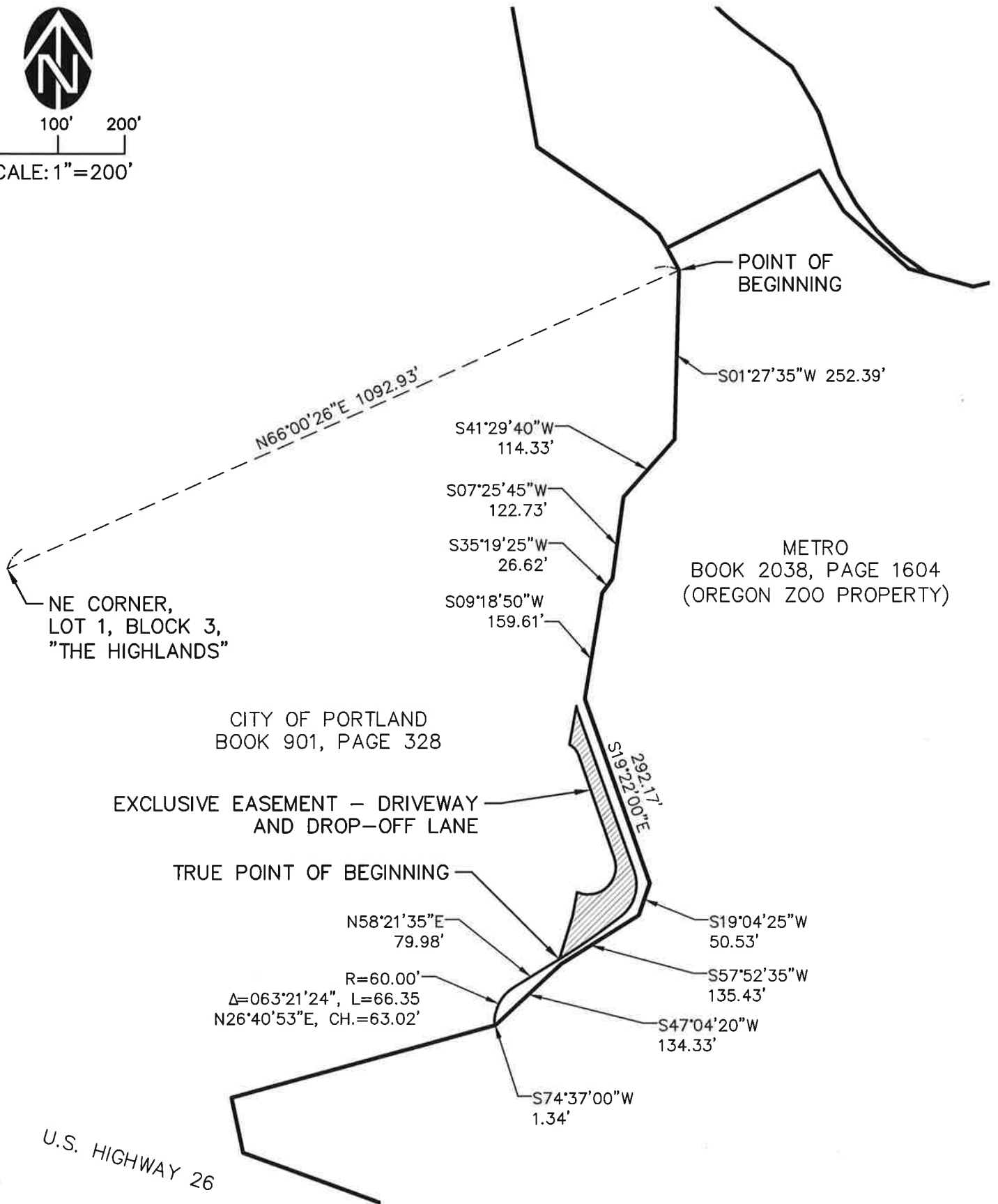


EXHIBIT B
PAGE 1 OF 2

LOCATED IN SECTION 5
TOWNSHIP 1 S., RANGE 1 E., W.M.
MULTNOMAH COUNTY, OREGON

DATE	11/23/2015
DRAWN BY	MDS
CHECKED BY	GRA
REVISION	1
JOB NO.	1051-010



ENGINEERING ♦ SURVEYING ♦ PLANNING

PACIFIC CORPORATE CENTER
15115 S.W. SEQUOIA PARKWAY, SUITE 150 (503) 684-0652
TIGARD, OREGON 97224 FAX (503) 624-0157

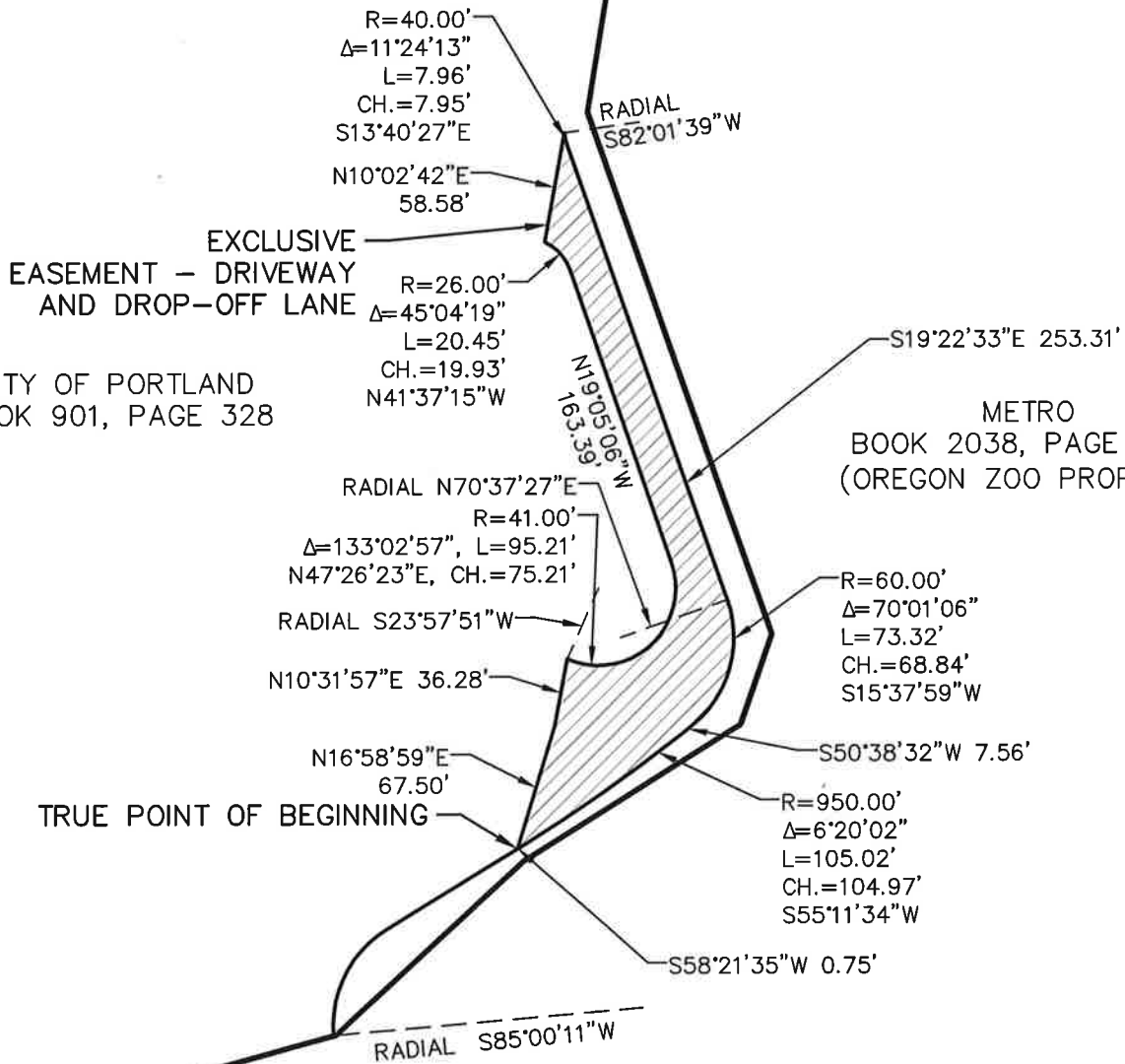
DRAWING NAME: J:\1051-010\OREGON ZOO\SURVEY\CAD\DWG\1051-010_E4.DWG APR 15, 2016 - 12:51PM - NEM



0 50' 100'
SCALE: 1"=100'

CITY OF PORTLAND
BOOK 901, PAGE 328

METRO
BOOK 2038, PAGE 1604
(OREGON ZOO PROPERTY)



DRAWING NAME: J:\051-010\010\OREGON ZOO\SURVEY\CAD\DWG\1051-010_E4.DWG APR 15, 2016 - 12:50PM - NEM

EXHIBIT B
PAGE 2 OF 2

LOCATED IN SECTION 5
TOWNSHIP 1 S., RANGE 1 E., W.M.
MULTNOMAH COUNTY, OREGON

DATE	11/23/2015
DRAWN BY	MDS
CHECKED BY	GRA
REVISION	1
JOB NO.	1051-010



ENGINEERING ♦ SURVEYING ♦ PLANNING
PACIFIC CORPORATE CENTER
15115 S.W. SEQUOIA PARKWAY, SUITE 150 (503) 684-0652
TIGARD, OREGON 97224 FAX (503) 624-0157

Oregon Zoo Sidewalk Easement Property Description
City of Portland, Multnomah County, Oregon
Portion of Tax Lot 800, 1S 1E 05
April 14, 2016
Project No. 1051-010

EXHIBIT "C"

A portion of that tract of land conveyed to The City of Portland by Deed recorded on October 19, 1922 by Book 901, Page 328, Multnomah County Deed Records, located in Section 5, Township 1 South, Range 1 East of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, being more particularly described as follows:

SHARED SIDEWALK USE EASEMENT 1

Beginning at a 5/8" iron rod with no cap at an angle point in the east line of said tract also being the west line of the Oregon Zoo property recorded on August 31, 1987, by Book 2038, Page 1604, said angle point being North 66°00'26" East 1092.93 feet from the northeast corner of Lot 1, Block 3, "The Highlands" as shown on Multnomah County Survey Number 43142;

thence along said west line South 01°27'35" West, 252.39 feet;
thence South 41°29'40" West, 114.33 feet;
thence South 07°25'45" West, 122.73 feet;
thence South 35°19'25" West, 26.62 feet;
thence South 09°18'50" West, 159.61 feet;
thence South 19°22'00" East, 292.17 feet;
thence South 19°04'25" West, 50.53 feet;
thence South 57°52'35" West, 135.43 feet;
thence South 47°04'20" West, 134.33 feet;
thence South 74°37'00" West, 1.34 feet;
thence leaving said west line, along a 60.00 foot radius non-tangent curve to the right, a radial line bears South 85°00'11" West, through a central angle of 63°21'24", (chord bears North 26°40'53" East, 63.02 feet), an arc distance of 66.35 feet;
thence North 58°21'35" East, 80.73 feet,
thence along a 950.00 foot radius curve to the left, through a central angle of 06°20'02", (chord bears North 55°11'34" East, 104.97 feet), an arc distance of 105.02 feet;
thence North 50°38'32" East, 7.56 feet,
thence along a 60.00 foot radius curve to the left, through a central angle of 70°01'06", (chord bears North 15°38'00" East, 68.84 feet), an arc distance of 73.32 feet;
thence North 19°22'33" West, 253.31 feet;
thence along a 40.00 foot radius curve to the right, through a central angle of 29°56'22", (chord bears North 04°24'22" West, 20.66 feet), an arc distance of 20.90 feet;
thence North 10°33'49" East, 299.64 feet;
thence along a 45.00 foot radius curve to the right, through a central angle of 35°35'28", (chord bears North 28°21'33" East, 27.51 feet), an arc distance of 27.95 feet;
thence North 46°09'16" East, 69.39 feet;

thence along a 65.00 foot radius curve to the left, through a central angle of 44°10'22",
[chord bears North 24°04'06" East, 48.88 feet], an arc distance of 50.11 feet;
thence North 01°58'55" East, 193.02 feet;
thence along a 120.00 foot radius curve to the left, through a central angle of 35°06'49",
[chord bears North 15°34'30" West, 72.40 feet], an arc distance of 73.54 feet;
thence along a 240.00 foot radius compound curve to the left, through a central angle of
12°35'45", [chord bears North 39°25'47" West, 52.65 feet], an arc distance of 52.76
feet;
thence North 51°20'42" West, 21.45 feet to said west line;
thence along said west line South 55°30'17" East, 26.56 feet to a point referred to below
as "**Point A**";
thence South 48°20'12" East, 31.83 feet;
thence South 29°58'40" East, 25.02 feet;
thence South 28°23'00" East, 38.00 feet to the Point of Beginning.

Containing 16,439 square feet, more or less.

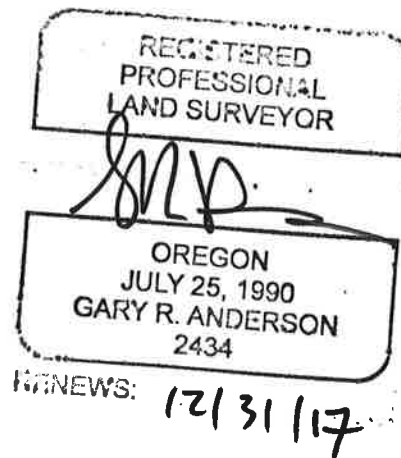
SHARED SIDEWALK USE EASEMENT 2

Beginning at an angle point in the west line of said Oregon Zoo property being North 55°
30'17" West 190.04 feet from the above described "**Point A**" measured along said west
line;

thence North 55°30'17" West, 27.27 feet;
thence North 30°47'48" East, 20.95 feet;
thence South 60°47'54" East, 7.45 feet to said west line;
thence along said west line South 09°58'51" East, 30.27 feet to the Point of Beginning.

Containing 373 square feet, more or less.

Bearings shown per Survey Number 43142 & 51716.



DRAWING NAME: J:\1051-010\10\OREGON ZOO\SURVEY\CAD\DWG\1051-010_E3.DWG APR 14, 2016 - 10:33AM - NEM



0 100' 200'
SCALE: 1"=200'

SHARED SIDEWALK
USE EASEMENT 2

"POINT A"

POINT OF
BEGINNING

N66°00'26"E 1092.93'

NE CORNER,
LOT 1, BLOCK 3,
"THE HIGHLANDS"

METRO
BOOK 2038, PAGE 1604
(OREGON ZOO PROPERTY)

CITY OF PORTLAND
BOOK 901, PAGE 328

SHARED SIDEWALK
USE EASEMENT 1

U.S. HIGHWAY 26

EXHIBIT D

PAGE 1 OF 3

LOCATED IN SECTION 5
TOWNSHIP 1 S., RANGE 1 E., W.M.
MULTNOMAH COUNTY, OREGON

DATE	14APR2016
DRAWN BY	NEM
CHECKED BY	GRA
REVISION	0
JOB NO.	1051-010



WESTLAKE
CONSULTANTS INC.

ENGINEERING ♦ SURVEYING ♦ PLANNING

PACIFIC CORPORATE CENTER
15115 S.W. SEQUOIA PARKWAY, SUITE 150 (503) 684-0652
TIGARD, OREGON 97224 FAX (503) 624-0157

DRAWING NAME: J:\1051-010\10\OREGON ZOO\SURVEY\CAD\DWG\1051-010_E3.DWG APR 14, 2016 - 10:34AM - NEM



0 50' 100'
SCALE: 1"=100'

SHARED
SIDEWALK USE
EASEMENT 2

N55°30'17"W 27.27'

S60°47'54"E 7.45'

N30°47'48"E 20.95'

S09°58'51"E 30.27'

190.04'
N55°30'17"W

S55°30'17"E 26.56'

"POINT A"

N51°20'42"W 21.45'

S48°20'12"E 31.83'

S29°58'40"E 25.02'

R=240.00'

$\Delta=012°35'45"$, L=52.76'

N39°25'47"W, CH.=52.65'

S28°23'00"E 38.00'

POINT OF BEGINNING

R=120.00'

$\Delta=035°06'49"$, L=73.54'

N15°34'30"W, CH.=72.40'

N66°00'26"E 1092.93'

193.02'
N01°58'55"E

S01°27'35"W
252.39'

R=65.00'

$\Delta=044°10'22"$, L=50.11'

N24°04'06"E, CH.=48.88'

CITY OF PORTLAND
BOOK 901, PAGE 328

69.39'
N46°09'16"E

S41°29'40"W
114.33'

R=45.00'

$\Delta=035°35'28"$, L=27.95'

N28°21'33"E, CH.=27.51'

METRO
BOOK 2038, PAGE 1604
(OREGON ZOO PROPERTY)

S07°25'45"W
122.73'

299.64'
N10°33'49"E

S35°19'25"W
26.62'

EXHIBIT D

PAGE 2 OF 3

LOCATED IN SECTION 5
TOWNSHIP 1 S., RANGE 1 E., W.M.
MULTNOMAH COUNTY, OREGON

$\Delta=029°56'$

DATE	14APR2016
DRAWN BY	NEM
CHECKED BY	GRA
REVISION	0
JOB NO.	1051-010



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15115 S.W. SEQUOIA PARKWAY, SUITE 150 (503) 684-0652
TIGARD, OREGON 97224 FAX (503) 624-0157



0 50' 100'
SCALE: 1"=100'

CITY OF PORTLAND
BOOK 901, PAGE 328

METRO
BOOK 2038, PAGE 1604
(OREGON ZOO PROPERTY)

R=40.00'
 $\Delta=029^{\circ}56'22''$, L=20.90'
N04 $^{\circ}$ 24'22"W, CH.=20.66'

SHARED SIDEWALK
USE EASEMENT 1

R=60.00'
 $\Delta=070^{\circ}01'06''$, L=73.32'
N15 $^{\circ}$ 38'00"E, CH.=68.84'

R=950.00'
 $\Delta=006^{\circ}20'02''$, L=105.02'
N55 $^{\circ}$ 11'34"E, CH.=104.97'

R=60.00'
 $\Delta=063^{\circ}21'24''$, L=66.35
N26 $^{\circ}$ 40'53"E, CH.=63.02'

RADIAL S85 $^{\circ}$ 00'11"W

EXHIBIT D
PAGE 3 OF 3

LOCATED IN SECTION 5
TOWNSHIP 1 S., RANGE 1 E., W.M.
MULTNOMAH COUNTY, OREGON

DATE	14APR2016
DRAWN BY	NEM
CHECKED BY	GRA
REVISION	0
JOB NO.	1051-010

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PACIFIC CORPORATE CENTER
15115 S.W. SEQUOIA PARKWAY, SUITE 150 (503) 684-0652
TIGARD, OREGON 97224 FAX (503) 624-0157

DRAWING NAME: J:\1051-010\OREGON ZOO\SURVEY\CAD\DWG\1051-010_E3.DWG APR 14, 2016 - 10:35AM - NEM

EXHIBIT "E"

Real property in the County of Multnomah, State of Oregon, described as follows:

PARCEL 1: THAT TRACT OF LAND SITUATED IN SECTION 5, TOWNSHIP 1 SOUTH, 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 NORTHWEST CORNER OF LOT 1, BLOCK 3, THE HIGHLANDS; THENCE NORTH 66° 00' 26" EAST 1092.93 FEET; THENCE NORTH 28° 23' 00" WEST 38.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 28° 23' 00" EAST 38.00 FEET; THENCE SOUTH 1° 27' 35" WEST 252.39 FEET; THENCE SOUTH 41° 20' 40" WEST 114.33 FEET; THENCE SOUTH 7° 25' 45" WEST 122.73 FEET; THENCE SOUTH 35° 19' 25" WEST 26.62 FEET; THENCE SOUTH 9° 18' 50" WEST 159.61 FEET; THENCE SOUTH 19° 22' 00" EAST 292.17 FEET; THENCE SOUTH 19° 04' 25" WEST 50.53 FEET; THENCE SOUTH 57° 52' 35" WEST 135.43 FEET; THENCE SOUTH 47° 04' 20" WEST 134.33 FEET; THENCE SOUTH 74° 37' 00" WEST 406.05 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF LINE SUNSET HIGHWAY AS IT PRESENTLY EXISTS (OCTOBER 1, 1977); THENCE ALONG SAID RIGHT-OF-WAY LINE AS FOLLOWS:

SOUTH 12° 01' 28" EAST 83.83 FEET; THENCE SOUTH 69° 41' 28" EAST 593.44 FEET; THENCE EASTERLY ALONG THE ARC OF A 1322.5 FEET RADIUS CURVE LEFT 458.58 FEET WHOSE LONG CHORD BEARS NORTH 89° 11' 30" EAST 456.29 FEET; THENCE NORTH 79° 16' 47" EAST 852.06 FEET, THENCE NORTHEASTERLY ALONG THE ARC OF A 771.5 FOOT RADIUS CURVE LEFT 682.50 FEET, WHOSE LONG CHORD BEARS NORTH 53° 56' 08" EAST 660.46 FEET; THENCE NORTH 61° 24' 34" WEST 40.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 731.5 FOOT RADIUS CURVE LEFT 167.41 FEET, WHOSE LONG CHORD BEARS NORTH 22° 07' 21" EAST 167.04 FEET; THENCE NORTH 15° 29' 31" EAST 225.52 FEET TO THE INTERSECTION WITH A LINE LYING NORTH 75° 37' 00" EAST 520.00 FOOT, PLUS OR MINUS, FROM THE NORTHEAST CORNER OF TRACT E ESTABLISHED IN CIRCUIT COURT J. I. #50, PAGE 290; THENCE NORTH 43° 23' 00" WEST 860.00 FEET; THENCE NORTH 78° 23' 00" WEST 135.00 FEET; THENCE NORTH 71° 23' 00" WEST 100.00 FEET; THENCE NORTH 77° 23' 00" WEST 100.00 FEET; THENCE SOUTH 74° 37' 00" WEST 50.00 FEET; THENCE SOUTH 56° 37' 00" WEST 100.00 FEET; THENCE SOUTH 70° 37' 00" WEST 100.00 FEET; THENCE SOUTH 78° 37' 00" WEST 150.00 FEET; THENCE SOUTH 76° 37' 00" WEST 100.00 FEET; THENCE NORTH 74° 23' 00" WEST 100.00 FEET; THENCE NORTH 48° 23' 00" WEST 130.00 FEET; THENCE NORTH 31° 23' 00" WEST 70.00 FEET; THENCE SOUTH 63° 17' 56" WEST 255.60 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF OREGON BY DEED RECORDED SEPTEMBER 14, 1988 IN BOOK 2137 PAGE 1531.

PARCEL 2: THAT TRACT OF LAND SITUATED IN SECTION 5, TOWNSHIP 1 SOUTH, 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 NORTHEAST CORNER OF LOT 1, BLOCK 3, THE HIGHLANDS, THENCE NORTH 66° 00'26" EAST 1092.93 FEET; THENCE NORTH 28°23'00" WEST 38.00 FEET TO THE TRUE POINT OF BEGINNING, THENCE NORTH 29°58'40" WEST 25.02 FEET; THENCE NORTH 48°20'12" WEST 31.83 FEET; THENCE NORTH 55°30'17" WEST 190.04 FEET THENCE NORTH 9°58'51" WEST 224.02 FEET; THENCE NORTH 32°57'45" EAST 52.86 FEET; THENCE NORTH 10°21'57" EAST 53.80 FEET; THENCE NORTH 7°51'26" WEST 61.09 FEET; THENCE NORTH 82°08'34" EAST 168.14 FEET; THENCE SOUTH 10°54'3" EAST 9.48 FEET; THENCE SOUTH 18°12'23" EAST 61.00 FEET; THENCE SOUTH 29°12'03" EAST 59.03 FEET; THENCE SOUTH 37°13'08" EAST 72.23 FEET; THENCE SOUTH 44°17'21" EAST 34.77 FEET; THENCE SOUTH 49°36'11" EAST 35.60 FEET; THENCE SOUTH 53°36'14" EAST 45.00 FEET; THENCE SOUTH 53°25'22" EAST 50.88 FEET; THENCE SOUTH 30°26'07" EAST 80.90 FEET; THENCE SOUTH 18°53'35" EAST 39.56 FEET; THENCE SOUTH 18°00'40" EAST 58.08 FEET; THENCE SOUTH 30°18'00" EAST 50.00 FEET; THENCE SOUTH 37°36'00" EAST 50.60 FEET; THENCE SOUTH 45°43'00" EAST 50.0 FEET; THENCE SOUTH 54°07'00" EAST 50.00 FEET ALONG THE EXISTING NORTHERLY BOUNDARY OF THE PORTLAND ZOOLOGICAL GARDENS NORTH 74°23'00" WEST 30.00 FEET; THENCE NORTH 48°23'00" WEST 130.00 FEET; THENCE NORTH 31°23'00" WEST 70.00 FEET; THENCE SOUTH 63°17'56" WEST 255.60 FEET TO THE TRUE POINT OF BEGINNING.

Tax Parcel Number: R326863 and R326866



**First American
Title Company**

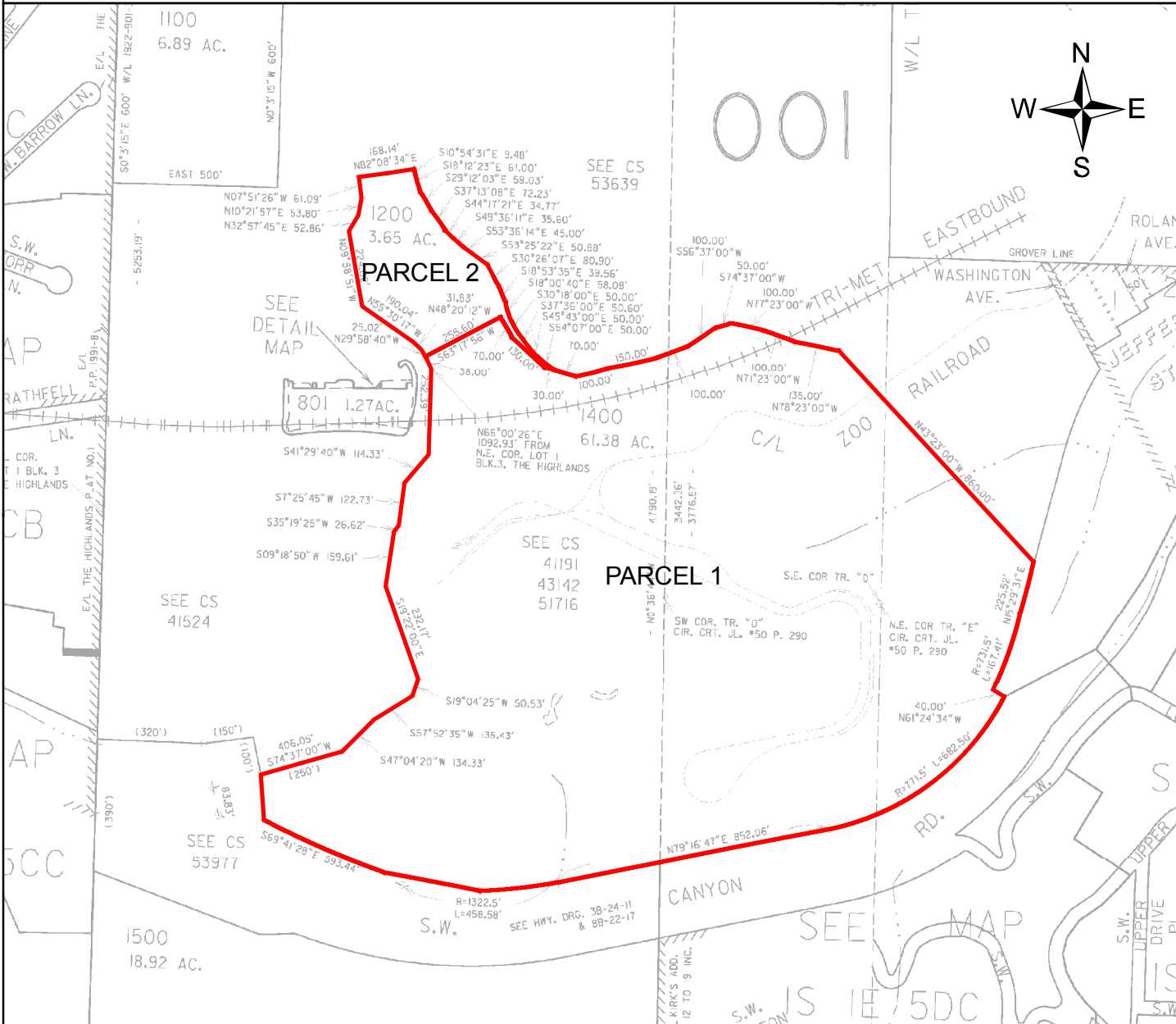
Reference No.:495194

County: Multnomah

Location Map

Legend

- PARCEL 1
- PARCEL 2



Tax ID: R326863 and R326866

Short Legal: A Portion of Section 5, T1S, R1E

Map Not
To Scale

This map may or may not be a survey of the land depicted hereon. You should not rely upon it for any purpose other than orientation to the general location of the parcel or parcels depicted. First American Title expressly disclaims any liability for alleged loss or damage which may result from reliance upon this map.

**Exhibit F to Grant of Sidewalk and Driveway and Drop-Off
Lane Easement and Agreement**

**SIDEWALK AND DRIVEWAY AND DROP-OFF LANE
EASEMENT OPERATIONAL AGREEMENT**

City of Portland Bureau of Parks & Recreation and
Metropolitan Regional Government METRO/Oregon Zoo

This OPERATIONAL AGREEMENT (“Agreement”), made and entered into on this _____ day of _____, 2017 (the “Effective Date”) by and between the CITY OF PORTLAND, through its Bureau of Parks & Recreation, a municipal corporation of the State of Oregon (hereinafter referred to as “PP&R”) and METRO, a municipal corporation of the State of Oregon (hereinafter referred to as “METRO”). This agreement satisfies the obligations of Ordinance # _____ for the granting of an easement adjacent to the Oregon Zoo in Washington Park.

RECITALS

WHEREAS, METRO, a municipal corporation, owns and operates the Oregon Zoo (“Zoo”) in Washington Park, Portland, Oregon.

WHEREAS, the CITY owns Washington Park, which includes most of the lands on the perimeter of the Zoo, including the sidewalks and roadways.

WHEREAS, pursuant to the Washington Park Parking Lot Stormwater Line Intergovernmental Agreement dated _____ (the “IGA”), PP&R agreed to provide an Easement to METRO/Zoo for PP&R property abutting the Zoo’s Education Center building to satisfy an outstanding promise from the 2001 Campfire Intergovernmental Agreement between PP&R and Metro. The property contains a driveway and drop off lane accessible from Knights Blvd, a PP&R roadway.

WHEREAS, the Parties agree that the success of the Zoo and of Washington Park as a whole depend, in part, on effective management of transportation and parking, and that needs will vary over time.

WHEREAS, in the roadway and parking lots current configuration the Easement Driveway and Drop off Lane provides an important tool in traffic management.

WHEREAS, both parties have historically used the Easement area to manage traffic during peak park visitor days to route traffic out of the park to the overflow parking areas or other areas using the driveway that exists in the Easement area.

WHEREAS, this Agreement identifies the prioritized uses of the Driveway and Drop-off Lane Easement area.

WHEREAS, this Agreement shall satisfy the obligations of the IGA for the creation of an operations agreement.

WHEREAS, both Parties agree that the Sidewalk Easement area is also an integral element to the movement of park pedestrians, park visitors, and Zoo guests. In addition, a portion of the sidewalk is recognized as a leg of the 4T Trail system.

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

1. **Term.** The term of this Agreement shall be in perpetuity, so long as the Easement remains in effect. Notwithstanding said term, the parties may amend the terms and conditions of this agreement as necessary, when mutually accepted in writing, as needed.
2. **Use of Easement Sidewalk Area.** The Easement sidewalk area shall be open and accessible to all park and Zoo visitors for general visitor movement. All rights typically afforded to the public along a park sidewalk are permitted in the sidewalk area. PP&R may erect trail signage or other typical park furnishings along the sidewalk area. Zoo and PP&R may dually enforce park rules along the sidewalk area.
3. **Maintenance.** Zoo and PP&R shall mutually share maintenance responsibility for daily clean and care of the Easement sidewalk, driveway, and drop off area. Daily clean and care includes trash clean up and graffiti removal. Zoo shall be responsible for lighting in the Easement driveway. PP&R is responsible for storm water conveyance in the driveway and sidewalks, including catch basin clean out. For major maintenance and improvements, the following outlines the maintenance responsibility:
 - a. **Portions of the Easement disturbed as part of the Zoo's Education Center Project under Non-Park Use Permit #215-20.** Zoo shall be responsible for major maintenance as necessary on those portions of the Easement in which the Zoo constructed, replaced, installed, or disturbed paving, sidewalks, and utilities, landscaping and fixtures under Non-Park Use Permit #215-20 for the construction of the Education Center. Generally, these are all elements installed or disturbed after November 1, 2015 in the Easement area.
 - b. **Portions of the Easement not disturbed as part of the Zoo's Education Center Project.** PP&R shall be responsible for major maintenance on areas of the easement generally existing before November 1, 2015. This generally includes all sidewalk areas of the Easement north of the Zoo's Education Center.

- c. **Major Improvements or Repairs.** Except for incidental closures due to daily clean and care, if any area of the Easement area must be closed to visitors for maintenance or other reasonable purposes, each party will notify, in writing, the other party at least 7 calendar days in advance.

4. **Use of Easement Driveway and Drop Off Lane.**

- a. **Priority of uses.** The Parties acknowledge that there will be competing potential uses of the Driveway Easement. The following constitutes the accepted use and conditions of the Easement driveway and drop off area, starting with the most critical and highest priority, as deemed by both parties:
 - b. **Zoo Exclusive Use.** Zoo retains exclusive use of the Easement driveway and drop off lane for the following purposes: drop off and pick up of Zoo camp visitors, drop off and pick up of school groups, and drop off and pick up of other school-aged children attending programming at the Zoo Education Center. In addition, Zoo may use the drop off and driveway for general traffic movement, and the loading and unloading of other Zoo guests and parcels.
 - c. **PP&R Scheduled Use.** PP&R may use the Easement area driveway during peak traffic days, to reroute traffic, when requested and granted by Zoo. PP&R shall deliver a request to the Zoo for use of the Easement area driveway by the 20th calendar day of each month, for the following month. This calendar will generally follow the current procedures understood by both parties for notification on the use of overflow parking lot schedules, sent and scheduled monthly. Zoo shall notify PP&R no less than seven calendar days after receipt of said calendar if PP&R's use is either accepted or not accepted for any one or set of proposed days or time periods. PP&R agrees that its use of the driveway may be shared and concurrent with Zoo's priority use. Zoo's non-response to a monthly use request shall be considered tacit approval of PP&R's shared use of the Easement driveway.
 - d. **Zoo and PP&R Shared Use.** When the Easement driveway area is not in use by either party, Zoo and PP&R may jointly use the drop off area and driveway lanes for incidental drop off and pick up, such as employee shuttle drop off, volunteer drop off, vendor loading, and other loading and unloading of park and Zoo visitors.
5. **Prohibited Uses of Driveway and Drop Off Lane.** Zoo and PP&R agree that, except for incidental security or maintenance work, the parking of vehicles other than what is necessary to load or unload persons or parcels is prohibited. Advance written approval by the other party must be obtained for maintenance activity that requires the parking of a maintenance vehicle or other equipment lasting more than seven calendar days.
6. **Enforcement of Easement Area.** Zoo shall have exclusive enforcement within the driveway easement area for the purposes of issuing parking violations for vehicles that are parked, stopped, or standing in violation of posted signs, and for enforcement of conduct. The shared

sidewalk area may be enforced jointly by PP&R and Zoo. Areas outside of the easement shall only be enforced by PP&R.

7. **Traffic Spillover Control.** Traffic spillover blocks through travel and represents a safety hazard for all park visitors and property. The parties anticipate two type of traffic spillover and agree to the following actions for each:
 - a. *Easement driveway onto Knights Blvd.* During times when Zoo has invoked exclusive use as provided in Section 4(b), the zoo will collaborate with the Washington Park Transportation Management Association to address the response to spillover occurrences that detrimentally impact traffic on Knights Blvd between the Hwy 26 exit and the main parking lot. Actions may include redirecting vehicles to alternative locations in parking lots A, B and C to drop off and pick up camp visitors, school groups, and other school-aged children attending programming at the Zoo Education Center, as well as actions to move traffic from the Knights Blvd. travel lanes.
 - b. *Knights Blvd onto the Hwy 26 freeway off ramps.* Except as set forth in 7(a) above, during times when Washington Park South Entry traffic is unexpectedly at peak levels and the traffic detrimentally impacts Hwy 26 freeway off ramps, PP&R may use the Easement Driveway to redirect traffic back towards the freeway off ramps. PP&R will notify Zoo prior to commencing with traffic redirection and will work collaboratively with Zoo to ensure such redirection does not create safety hazards for Zoo camp visitors, drop off and pick up of school groups, and drop off and pick up of other school-aged children attending programming at the Zoo Education Center. Both parties, as well as Washington Park Transportation Management Association, will work in good faith to balance the competing potential uses of the driveway lane with safety and spillover traffic impacts.
8. **Signage.** The Parties agree that the effective and efficient use of the drop off and driveway lane depends upon adequate directional signage so that park visitors can find their intended locations, reduce visitor confusion and to enhance the flow of traffic. The parties will work collaboratively and in good faith to reduce visual clutter, present a unified look, and effectively inform drivers about the entrance to the drop off and driveway lanes for zoo exclusive, PP&R scheduled use, or Zoo and PP&R shared uses as outlined in 4 (b), (c) & (d). Both parties will remove temporary signs in a timely manner when not needed.
9. **Future use of Lot A and Lot C.** The Zoo shall endeavor to maximize the use of the easement area for camp pick up and school group pick up. If there are impacts from those activities on traffic, the zoo will work in good faith with PP&R to identify efficient and effective locations for those activities to occur balanced against impacts to other transportation and parking uses. Future improvements or modifications to traffic flow, traffic lanes, or drop-off areas in lots A, B and C may be identified to improve the operations of the access and transportation system. Examples include the previously identified and discussed zoo desire to create a bus and auto drop-off and pick-up area in lot C from just north of the zoo's main entrance to the Kingston Blvd adjacent to or using zoo and city property. This improvement would minimize pick-up and drop-off impacts to auto traffic and the bike lane.

10. Amendments. The Parties expect that needs will change over time and agree to periodically review this agreement and amend it by mutual written agreement. Amendments to the Operational Agreement may be executed by the Director of Portland Parks & Recreation and for the Zoo.

METRO

By: _____

Date: _____

**CITY OF PORTLAND
PORTLAND PARKS & RECREATION**

Mike Abbaté, Director

Date: _____

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 17-4828, FOR THE PURPOSE OF AUTHORIZING THE CHIEF OPERATING OFFICER TO GRANT TO THE CITY OF PORTLAND A STORMWATER LINE EASEMENT OVER ZOO PROPERTY, ACCEPT FROM THE CITY OF PORTLAND A DROP-OFF LANE AND SIDEWALK EASEMENT BENEFITING THE ZOO, AND ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PORTLAND TO SHARE IMPROVEMENT COSTS

Date: August 29, 2017

Prepared by: Scott Robinson
503-797-1605

BACKGROUND

The Oregon Zoo (Zoo) is located within Washington Park (park), which is owned and operated by the City of Portland (City). The park includes most of the lands adjacent to the Zoo's perimeter, including the Washington Park parking lot (parking lot), which serves as the Zoo's primary patron parking supply. Metro and the City agree that the success of the Zoo and of Washington Park as a whole depends, in part, on effective management of transportation and parking, and that needs will vary over time. The agencies are working collaboratively to improve and manage valuable public assets that serve millions of people every year.

On November 14, 2012, the City formally approved the use of the West Lot for parking. The West Lot is the approximately 100-space lot located between the Portland Children's Museum and the World Forestry Center. A condition of this approval required the City to separate stormwater flows originating in the parking lot from the sanitary sewer system. The Zoo and City discussed and agreed that the most efficient and economical path for the underground stormwater pipe to connect the parking lot stormwater interceptors to the City's stormwater pipe under Oregon Highway 26 was under and through Zoo property.

On February 1, 2013, Metro, the City and other institutions that rely on the parking lot for patron parking entered into the Washington Park Transportation and Parking Management Agreement. This agreement terminated Metro's 35-year lease of the parking lot and returned it to the City in exchange for the establishment of paid parking throughout Washington Park, the revenues of which will pay for, among other things, construction of "Phase I Initial South Entry Improvements" and construction of landscaping and stormwater management improvements necessary for the Parking Lot to achieve and maintain compliance with the City's development code no later than 2017.

On November 19, 2014 the City and Metro entered into a Memorandum of Understanding setting forth the parties expectations and intent to enter into an intergovernmental agreement to establish, among other things:

- the location, design, construction and costs of a parking lot stormwater drainage line connecting the parking lot to the City's stormwater pipe along Oregon Highway 26 (the "Stormwater Line")
- a shared utility easement through Zoo property supporting the Stormwater Line
- the location, design, construction and costs of extending the sidewalk serving the Zoo Education Center into the parking lot and the drop-off pick-up lane along the Education Center

- an easement to Metro from the City supporting the sidewalk and drop-off pick-up lane.

During the time the parties were negotiating the terms of the intergovernmental agreement, all of the improvements were completed. During the time of construction and transition of parking lot operations to Explore Washington Park, the parties entered into negotiations to clarify the operational arrangement surrounding the Education Center drop-off lane. The operational agreement ensures the safety of the Zoo campers and other Zoo visitors while ensuring smooth operation of the lot during peak traffic events.

Metro Code section 2.04.050 states that the Metro Council must approve intergovernmental agreements by which Metro agrees to acquire or transfer any interest in real property. Portland Parks & Recreation staff has agreed to submit the intergovernmental agreement for City Council approval this fall.

ANALYSIS/INFORMATION

1. Known Opposition

None

2. Legal Antecedents

- Metro Council Res. 12-4384 that authorized Metro entering into the 2012 Washington Park Transportation and Parking Management Agreement on February 1, 2013
- Memorandum of Understanding entered into by Metro and the City of Portland on March 21, 2013, and amended by addendum effective November 19, 2014

3. Anticipated Effects

- Metro will grant the City of Portland a permanent stormwater line easement through Zoo property
- Metro will accept a drop-off lane and sidewalk easement from the City of Portland
- Metro and the City of Portland will enter into the Washington Park Parking Lot Stormwater Line Intergovernmental Agreement

4. Budget Impacts

The approval of this IGA will result in the City of Portland reimbursing to Metro monies previously expended by Metro:

- \$427,220.32 for design, engineering and construction of the Stormwater Line. This represents 80 percent of the total cost.
- \$65,451.13 for a transportation and park-related study of Washington Park, in satisfaction of the amount due under the 2011 intergovernmental agreement with the City (City of Portland Contract 30002483)
- No less than \$10,348.34 for electricity usage from January 2014, when the parking lot on the south end of Washington Park parking lot was returned to the City management, to the present, for parking lot and street light service, per the submeter on the Zoo property.
- Ongoing monthly actual electricity usage for street and parking lot lighting in Washington Park, based on submeter readings, until the street and parking lot lighting electrical service is separated from larger Zoo electrical grid, which is anticipated to be addressed when the South Entry Vision Redevelopment project is completed; until then, the City will repay Metro for those costs.

RECOMMENDED ACTION

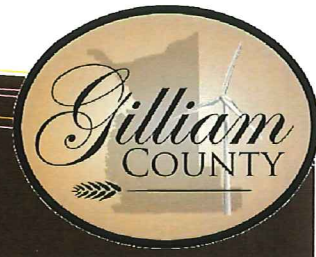
Approve Resolution 17-4828 authorizing the Metro Chief Operating Officer to enter into the Washington Park Parking Lot Stormwater Line Intergovernmental Agreement between the City of Portland and Metro; to grant a permanent Stormwater Line Easement to the City of Portland in the form and location described in Exhibit B to the IGA; and to accept the Grant of Sidewalk and Driveway and Drop-off Lane

Easement and Agreement from the City of Portland in the form and location described on Exhibit F to the IGA.

Materials following this page were distributed at the meeting.

County Court

221 S. Oregon St. PO Box 427 Condon, OR 97823
Office: 541.384.6351 Admin: 541.384.3303 Fax: 541.384.3304



Testimony Before the Metro Council
Commissioner Leslie Wetherell, Gilliam County
September 14, 2017

Council President and Members of the Council, for the record, my name is Leslie Wetherell. I was able to meet with several of you earlier today, but for the rest of the Council, I wanted to take a few minutes to introduce myself. I am currently serving as the newest Gilliam County Commissioner; trying to fill the very big shoes of my predecessor Commissioner Dennis Gronquist.

I know our County, and Dennis in particular, has had a long, productive partnership with this Council, and it's one I hope will continue.

I'm sure you've heard this before, but I think it's worth saying here again: The partnership we've created, urban and rural communities coming together, has been a critical lifeline for us in frontier Eastern Oregon.

The impact goes beyond a single company and its employees; it ripples throughout our entire County. The Metro contract continues to serve as a catalyst for the economic vitality of our communities during a time when many of our neighbors have seen sharp declines. In other words, we are better because of our 30 history with Metro, and we are incredibly proud of what we've built together.

So it should come as no surprise that we are anxiously awaiting the final RFP and awarding of Metro's new Solid Waste Disposal contract. I wanted to let you know that Gilliam County, as well as the Cities of Arlington and Condon have provided feedback on the initial draft RFP encouraging Metro to make some modifications to better gauge and consider the impact of the contract on prospective host communities.

I won't go over those in detail here, my colleague Judge Steve Shaffer will handle that, but I hope you'll take a look at our comments and please consider giving more weight to the broader impact on host communities as you evaluate these proposals.

Again, thank you for giving me the opportunity to say hello and for your friendship with Gilliam County all these years.

County Court

221 S. Oregon St. PO Box 427 Condon, OR 97823
Office: 541.384.6351 Admin: 541.384.3303 Fax: 541.384.3304



Testimony Before the Metro Council
Judge Steve Shaffer, Gilliam County
September 14, 2017

President Hughes and Members of the Council, for the record, my name is Steve Shaffer, and I am currently serving as the Gilliam County Judge.

I wanted to echo Commissioner Wetherell's comments about the importance of this partnership to the stability and economic vitality of our county. Because of our nearly 30-year partnership with Metro, the people of Gilliam County have been able to revitalize our communities, create economic opportunities, and improve the lives of our citizens.

We are proud of what we've accomplished together, and we hope you are too.

As Commissioner Wetherell mentioned, Gilliam County, along with the Cities of Arlington and Condon, submitted comments on Metro's draft RFP for Solid Waste Disposal. I wanted to take just a few minutes to give you the key takeaways from those comments:

First, we were pleased to see Community & Diversity listed in your evaluation criteria. We believe the broader impact on host communities — not just the impact on the winning company and its employees — should be a significant consideration in awarding the contract.

That's why we would like to see this criteria given greater weight and devoting more of these points to the impact on host communities. We believe these changes will ensure the impact on host communities is given appropriate weight in the evaluation process.

Secondly, we'd like to see some modifications made that allow Metro to more effectively gauge and award points based on the overall impact to the host county's economy.

We know that not all job creation is created equal. 20 middle-class jobs in a major metropolitan area do not have the same community impact as those same jobs being created in a small, frontier community, so we'd like to see these proposals include the number of jobs saved or created as a percentage of total employment in the host county.

Our written comments contain more detailed suggestions for the Council to consider. I hope you'll take a look at them and consider giving more weight to the broader impact on host communities as you evaluate these proposals.

Again, thank you for the opportunity to share our comments today and for your continued partnership with Gilliam County.

Judge Steve Shaffer
steve.shaffer@co.gilliam.or.us

Commissioner Michael Weimar
mike.weimar@co.gilliam.or.us

Commissioner Leslie Wetherell
leslie.wetherell@co.gilliam.or.us

County Court

221 S. Oregon St. PO Box 427 Condon, OR 97823
Office: 541.384.6351 Admin: 541.384.3303 Fax: 541.384.3304



Landfill Draft RFP
% Metro
600 NE Grand Ave.
Portland, OR 97232

September 6, 2017

Dear Metro Councilors and Staff,

We are writing to offer comments on Metro's draft Request for Proposals (RFP) for Solid Waste Disposal. Specifically, we would like to address the following areas of the draft:

Section VIII. Part B. Evaluation Criteria

As the current host county for Metro's Solid Waste Disposal Contract, we commend Metro for its inclusion of "Commitment to Community Relations (good neighbor, reporting)" in its evaluation criteria. In our experience, the benefits of this contract are not limited to the winning company and its employees; they ripple throughout the entire community and can serve as a catalyst for the economic vitality of an entire region.

We believe these broader community impacts should be a significant consideration in awarding the new Solid Waste Disposal Contract, so we urge Metro to give "Community & Diversity" greater weight in its evaluation process by increasing the points allocated for this criteria to 30.

In addition, we believe no less than half of the "Community & Diversity" points should be allocated to the "Commitment to Community Relations" sub-criteria in order to ensure the impact to host communities is given appropriate weight in the evaluation process.

Appendix B Proposal Questionnaire

Section B Subsection 1 Environment

Gilliam County values a clean, healthy environment for our citizens and all Oregonians, and we believe financial stability at the Oregon Department of Environmental Quality (DEQ) is critical to protecting our air, water and natural landscapes for future generations. We know the Metro Council shares this commitment to our environment, so we encourage you to award points for companies who will be paying tipping fees that support Oregon DEQ and its mission under the "Environment" evaluation criteria.

Appendix B Proposal Questionnaire

Section B Subsection 2E Operational Consideration/Reduced Risk to Metro

We appreciate Metro's efforts to mitigate the potential risks in this contract. We believe Section B, Subsection 2E, Experience & Qualifications, would be further strengthened by Metro awarding points for companies who have a demonstrated track record of strong safety and environmental performance under similar Metro contracts.

Appendix B Proposal Questionnaire

Section B Subsection 3 Community & Diversity

Not all job creation is created equal. For example, the creation of 20 middle-class jobs in a major metropolitan area does not have the same community impact as the creation of those same jobs in a small, frontier community. To effectively gauge the contract's impact on prospective host communities, we believe the "Community & Diversity" criteria should be expanded to take into account the overall impact on the host county's economy. Specifically, under Section B, Subsection 3, we recommend the staffing plan be expanded to also require information about the number of jobs created or saved in the proposal as a percentage of total employment in the host county.

Judge Steve Shaffer
steve.shaffer@co.gilliam.or.us

Commissioner Michael Weimar
mike.weimar@co.gilliam.or.us

Commissioner Leslie Wetherell
leslie.wetherell@co.gilliam.or.us

In addition, we encourage the Metro Council to consider additional criteria in this section that presents a fuller picture of the impact on prospective host communities. For instance, information about host fees paid to improve quality of life and support local economic development, as well as contributions made to organizations in the host county.

We appreciate the opportunity to comment on Metro's draft Request for Proposals for Solid Waste Disposal. Please don't hesitate to contact us if we can answer any questions or further clarify our comments.

Sincerely,
Gilliam County Court



Steve Shaffer
County Judge



Michael Weimar
County Commissioner



Leslie Wetherell
County Commissioner

CITY OF ARLINGTON

P.O. BOX 68
ARLINGTON, OR 97812
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Landfill Draft RFP
% Metro
600 NE Grand Ave.
Portland, OR 97232

September 6, 2017

Dear Metro Councilors and Staff,

I am writing on behalf of the City of Arlington to provide comments on Metro's draft Request for Proposals (RFP) for Solid Waste Disposal. As the host community for the current contract at Columbia Ridge Landfill, the City of Arlington would like to focus our comments on the "Community and Diversity" evaluation criteria in the draft RFP found in *Section VIII Part B* and in *Appendix B, Section B, Subsection 3*.

First, we were pleased to see "Community & Diversity" included in Metro's evaluation criteria. In the nearly 30 years since Gilliam County partnered with Metro to solve the region's solid waste disposal challenges, our community has experienced, firsthand, the impact of this contract. We know it extends far beyond the benefit to a single company and its employees; it has served as an economic driver and a lifeline for our small, rural community for decades.


As Metro considers awarding a new contract, we believe the impact to host communities should be a key consideration in Metro's decision. Therefore, we urge Metro to increase the number of points allocated to "Community & Diversity" in *Section VIII, Part B* and to also place greater emphasis on the "Commitment to Community Relations" sub-criteria to ensure the full impact to the host community is properly considered.

To strengthen this focus, we also recommend modifications in *Appendix B, Section B, Subsection 3* that allow Metro Council and staff to better gauge the contract's broader impact on potential host communities. Specifically, in the questions regarding staffing plans, we encourage Metro to request information about the number of jobs created or saved in the host county, as well as their potential impact as a percentage of total employment in the area.

We use the word "saved" here purposely, as we believe the Metro Council should consider not just the positive job opportunities the Solid Waste Disposal Contract will bring to a host community, but also the potential job losses that may result if Metro severs an existing relationship with a host community.

The City of Arlington appreciates the opportunity to comment on Metro's draft Request for Proposals for Solid Waste Disposal. Please feel free to contact us if we can provide further information about our comments or answer any questions.

Sincerely,


Jeff Bufton
Mayor

The City of Arlington is an Equal Opportunity Provider.



128 S Main St.
PO Box 445
Condon, OR 97823
P: 541-384-2711
F: 541-384-2700

September 6, 2017

Dear Metro Councilors and Staff,

The City of Condon would like to offer our comments regarding Metro's draft Request for Proposals (RFP) for Solid Waste Disposal. Although we are located nearly 40 miles south of Columbia Ridge Landfill, the site of the current waste disposal contract, we have seen a positive impact on our community and economy over the course of this partnership. Because of this experience, we would like to address the "Community and Diversity" evaluation criteria as outlined in Section VIII Part B and in Appendix B, Section B, Subsection 3.

We have always seen this contract as a positive partnership between Metro and our communities - Arlington, Condon, Lonerock, and Gilliam County. For the City of Condon, it has been a partnership that has brought economic stability and tremendous resources to our community. That's why we believe it is critical for Metro to fully consider the proposals' broader impact on prospective host communities during its evaluation process. We commend the Metro Council for including "Community & Diversity" in its evaluation criteria; however, we are concerned the draft RFP does not give this category enough weight in its current form.

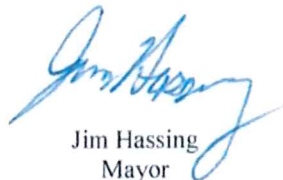
We respectfully request Metro increase the number of points allocated to "Community & Diversity" in *Section VIII, Part B* and allocate at least half of those points to the "Commitment to Community Relations" sub-criteria to ensure the proposal's full impact on host communities is given due consideration.

In addition, we would like to see modifications to *Appendix B, Section B, Subsection 3* that allow Metro Councilors and staff to measure and award points based on the proposal's overall impact on the host county's economy. We believe this can be accomplished by requiring companies to provide information about the number of jobs saved or created, as well as the percentage of total employment these jobs represent in the host county.

Finally, we recommend Metro consider including additional metrics for measuring community impact in its evaluation criteria, such as host fees paid to support local economic development initiatives, college scholarships for local students, and donations to support local organizations. We feel these additional metrics provide a more complete picture of the proposal's impact on prospective host communities.

Thank you for the opportunity to provide our feedback on this critical issue. Please let us know if we can answer any questions.

Sincerely,



Jim Hassing
Mayor

Metro

*600 NE Grand Ave.
Portland, OR 97232-2736
oregonmetro.gov*



Metro

Minutes

Thursday, August 17, 2017

2:00 PM

PACKET REVISED 08/16/17

Metro Regional Center, Council chamber

Council meeting

1. Call to Order and Roll Call

Council President Tom Hughes called the Metro Council meeting to order at 2:00 p.m.

Present: 7 - Council President Tom Hughes, Councilor Sam Chase, Councilor Carlotta Collette, Councilor Shirley Craddick, Councilor Craig Dirksen, Councilor Kathryn Harrington, and Councilor Bob Stacey

2. Citizen Communication

There was none.

3. Consent Agenda

Approval of the Consent Agenda

A motion was made by Councilor Harrington, seconded by Councilor Collette, to adopt items on the consent agenda.

The motion passed by the following vote:

Aye: 7 - Council President Hughes, Councilor Chase, Councilor Collette, Councilor Craddick, Councilor Dirksen, Councilor Harrington, and Councilor Stacey

3.1 Consideration of the Council Meeting Minutes for August 10, 2017

3.2 Resolution No. 17-4825, For the Purpose of Confirming the Appointment of Deanna Palm to the Metro Audit Committee

4. Resolutions

4.1 Resolution No. 17-4826, For the Purpose of Ratifying the 2017-2020 Collective Bargaining Agreement Between AFSCME 3580 and Metro

Council President Hughes called on Ms. Terry Smith and Mr. Ross Hume, Metro staff, for a brief presentation on the resolution. Ms. Smith explained that Metro had concluded bargaining with its union AFSCME 3580 and was asking for the Metro Council's approval of the resulting agreement. She thanked Metro's AFSCME partners for their positive and respectful exchanges. Mr. Hume then shared highlights of the agreement, including proposed increases for employees

represented under AFSCME Local 3580, temporary employees, and Convention Center (OCC) and Expo Center employees represented under AFSCME Local 3580-1; health insurance plan design changes; and vacation accrual parity between employees represented under 3580 and 3580-1.

President Hughes introduced Ms. Elizabeth Goetzing, President of AFSCME Local 3580, and Mr. Nick Christensen, a member of the AFSCME 3580 bargaining team. Ms. Goetzing noted that it was a milestone bargaining year for the union as it brought in the union's 63 members at the OCC and Expo Center into the larger bargaining unit. She shared an overview of the bargaining process, noting the union's focus on equity, collaboration, and creative, thoughtful solutions. Ms. Goetzing expressed her thanks to the management negotiation team and the union member volunteers that committed their time to negotiations. She highlighted that the contract had a 94% approval rating among the union's members. Mr. Christensen spoke to the challenges of integrating an evolving workforce into Metro's operations. He explained that as the region grew and more people moved in, living costs had soared. He noted that it was becoming increasingly difficult for lower wage workers to afford a reasonable rent and as a result, many workers at the OCC and Expo Center were traveling far distances to get to work each day. He emphasized that it was important that Metro adapt to its workers and noted that the agreement would help ensure that workers were respected and could plan on long-term stability and enhancement in their jobs at Metro's venues.

Council Discussion

Councilors thanked Metro staff and the AFSCME representatives for their work developing the proposed agreement. Councilor Craddick thanked them for their time and Councilor Collette expressed support for their collaborative efforts. Councilor Chase emphasized the high-quality of Metro's workforce and highlighted the need to ensure they were well taken care of. Councilor President Hughes and Councilor Dirksen expressed their appreciation for the spirit of collaboration both sides brought to the table.

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

Aye: 7 - Council President Hughes, Councilor Chase, Councilor Collette, Councilor Craddick, Councilor Dirksen, Councilor Harrington, and Councilor Stacey

- 4.2 Resolution No. 17-4827, For the Purpose of Authorizing an Exemption to the Competitive Bidding Procedures and Authorizing Procurement by Request for Proposals for a Design-Build Approach to Construction of the Willamette Falls Riverwalk

Council President Hughes called on Ms. Gabriele Schuster, Metro staff, for a brief presentation on the resolution. Ms. Schuster explained that on June 1, the Metro Council, acting as the Metro Contract Review Board, authorized an exemption to the competitive bidding procedures and authorized a request-for-proposal process for a construction management general contractor method to construct the Willamette Falls Riverwalk. She informed the Council that it had been determined that a more integrated project delivery would be more efficient and better use public resources. She noted that doing so would allow additional cost and time savings resulting from a clearer authority and decision-making structure within the

consulting team. Ms. Schuster stated that the intended procurement method remained a request-for-proposal based on qualifications, experience, cost, diversity, and sustainability, but would be expanded to include a design-build method resulting in one contractor for both construction and design. Ms. Schuster noted that Metro's procurement staff recommended approval of the resolution and the design-build method.

Council Discussion

Councilor Dirksen noted that the complexities of the Riverwalk made it well-suited for a design-build approach.

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

Aye: 7 - Council President Hughes, Councilor Chase, Councilor Collette, Councilor Craddick, Councilor Dirksen, Councilor Harrington, and Councilor Stacey

5. Ordinances (Second Reading)

- 5.1 Ordinance No. 17-1406, For the Purpose of Amending the Urban Growth Boundary in the Vicinity of the City of Sherwood Upon Application by the Sherwood School District

Council President Hughes stated that the first reading and public hearing for Ordinance No. 17-1406 took place on Thursday, August 17. He called on Mr. Roger Alfred, Metro counsel, for a brief overview of the process so far. Mr. Alfred noted that at the public hearing on August 17, an attorney representing one of the opponents to the application provided a letter for the record. Mr. Alfred stated that the meeting's materials included a memo responding to the issues raised at the meeting and concluded that the hearing officer's recommendation in

support of the application was appropriate and correct.

Jennifer Brager, City of Portland: Ms. Brager, the attorney representing the Byers Properties LLC, raised concerns about the ordinance and the annexation process. She stated that the annexation was unnecessarily large and as result would impact the Byers unfairly and would have negative consequences on affordable housing resources in the area. She requested that the annexation exclude the Byers' property.

Kelly Hossaini, City of Portland: Ms. Hossaini, the attorney representing the Sherwood School District, emphasized that losing the Byers property would not be viable for the school district, given the road improvements required and the pipeline easement that ran through the site. She noted that the site was chosen as the best fit for the needs of the community.

Council Discussion

Councilors discussed the site and how the removal of the Byers property would affect the school's plan. Councilor Craddick noted that Exhibit C stated that the UGB amendment did not involve or implicate housing, and asked Mr. Alfred to respond to the comments regarding potential housing impacts. Mr. Alfred explained that the statute that the expansion was proposed under and the related section of the Metro Code expressly stated that it was a process for expanding the UGB for non-housing uses, specifically schools. Councilor Chase emphasized the importance of having high-quality school facilities in the region and raised questions about how to best determine the acreage needed

for different facilities. Councilor Craddick expressed support for future discussions about how to make such determinations. Ms. Hossaini spoke to how the land would be used and shared limitations caused by wetlands and a natural gas easement on the property. Councilor Collette confirmed that the conditions of the amendment required that the land would be used only for purposes related to the school district and that the property in question would be bought at market rate. Councilor Harrington expressed her support for the ordinance and recognized the significant work that the Sherwood School District had performed to develop the proposal in a way that would meet students' needs for years to come. Councilor Dirksen shared the details of an email he had received regarding the ordinance since the first read; Mr. Alfred confirmed that the email did not qualify as an ex parte contact. Councilor Collette also expressed support for the ordinance and noted that the school would be a valuable resource as the area continued to grow. Councilor Craddick thanked the Sherwood School District for their strong proposal. Councilor Stacey shared his considerations when reviewing the proposal and announced that he would also be voting in favor.

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

Aye: 7 - Council President Hughes, Councilor Chase, Councilor Collette, Councilor Craddick, Councilor Dirksen, Councilor Harrington, and Councilor Stacey

6. Chief Operating Officer Communication

Chief Operating Officer Pro Tem Scott Robinson provided an update on the following events or items: the Blue Lake Young Rangers program celebration and the draft Request

for Proposals (RFPs) for the transport and disposal of garbage from Metro Central and Metro South transfer stations. He also thanked the Metro Council for signing on to a joint regional statement condemning the recent acts of terrorism in Charlottesville and around the country.

7. Councilor Communication

Councilors provided updates on the following meetings or events: the Metro Council recess from August 18 through September 4, the upcoming solar eclipse, and an upcoming energy efficiency and transportation conference in Hawaii.

8. Adjourn

There being no further business, Council President Hughes adjourned the Metro Council meeting at 3:48 p.m. The Metro Council will convene the next regular council meeting on September 14 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 AUGUST 17, 2017

ITEM	DOCUMENT TYPE	DOC DATE	DOCUMENT DESCRIPTION	DOCUMENT No.
3.1	Minutes	08/17/17	Council Meeting Minutes from August 10, 2017	081717c-01