



600 NE Grand Ave.
Portland, OR 97232-2736

Council meeting agenda

Thursday, September 28, 2017

2:00 PM

Metro Regional Center, Council chamber

1. Call to Order and Roll Call

2. Citizen Communication

3. Presentations

3.1 Office of the Auditor Annual Report FY 2016-2017 [17-4898](#)

Presenter(s): Brian Evans, Metro Auditor

Attachments: [Annual Report 2017](#)

4. Consent Agenda

4.1 Consideration of the Council Meeting Minutes for September 14, 2017 [17-4900](#)

4.2 Resolution No. 17-4842, For the Purpose of Filling a Vacancy on the Metro Central Station Community Enhancement Committee [RES 17-4842](#)

Attachments: [Resolution No. 17-4842](#)

[Staff Report](#)

[Attachment 1 to Staff Report](#)

[Attachment 2 to Staff Report](#)

4.3 Resolution No. 17-4843, For the Purpose of Establishing the Southwest Corridor LUFO Steering Committee [RES 17-4843](#)

Attachments: [Resolution No. 17-4843](#)

[Staff Report](#)

5. Resolutions

- 5.1 Resolution No. 17-4831, For the Purpose of Authorizing the Chief Operating Officer to Grant an Easement to the Sunrise Water Authority for Existing Facilities [RES 17-4831](#)

Presenter(s): Gary Shepherd, Metro

Attachments: [Resolution No. 17-4831](#)
[Exhibit A to Resolution No. 17-4831](#)
[Staff Report](#)
[Attachment 1 to Staff Report](#)
[Attachment 2 to Staff Report](#)

- 5.2 Resolution No. 17-4829, For the Purpose of Declaring Certain Property Surplus and Authorizing the Execution of a Lease [RES 17-4829](#)

Presenter(s): Rory Greenfield, Metro

Attachments: [Resolution No. 17-4829](#)
[Exhibit A to Resolution No. 17-4829](#)
[Staff Report](#)

- 6. Chief Operating Officer Communication
- 7. Councilor Communication
- 8. Adjourn

EXECUTIVE SESSION ORS 192.660(2)(E), TO CONDUCT DELIBERATIONS WITH PERSONS DESIGNATED BY THE GOVERNING BODY TO NEGOTIATE REAL PROPERTY TRANSACTIONS, AND ORS 192.660(2)(F), TO CONSULT WITH CONCERNING THE LEGAL RIGHTS AND DUTIES OF A PUBLIC BODY WITH REGARD TO CURRENT LITIGATION OR LITIGATION LIKELY TO FILED

Metro respects civil rights

Metro fully complies with Title VI of the Civil Rights Act of 1964 and related statutes that ban discrimination. If any person believes they have been discriminated against regarding the receipt of benefits or services because of race, color, national origin, sex, age or disability, they have the right to file a complaint with Metro. For information on Metro’s civil rights program, or to obtain a discrimination complaint form, visit www.oregonmetro.gov/civilrights or call 503-797-1536. Metro provides services or accommodations upon request to persons with disabilities and people who need an interpreter at public meetings. If you need a sign language interpreter, communication aid or language assistance, call 503-797-1700 or TDD/TTY 503-797-1804 (8 a.m. to 5 p.m. weekdays) 5 business days before the meeting. All Metro meetings are wheelchair accessible. For up-to-date public transportation information, visit TriMet’s website at www.trimet.org.

Thông báo về sự Metro không kỳ thị của

Metro tôn trọng dân quyền. Muốn biết thêm thông tin về chương trình dân quyền của Metro, hoặc muốn lấy đơn khiếu nại về sự kỳ thị, xin xem trong www.oregonmetro.gov/civilrights. Nếu quý vị cần thông dịch viên ra dấu bằng tay, trợ giúp về tiếp xúc hay ngôn ngữ, xin gọi số 503-797-1700 (từ 8 giờ sáng đến 5 giờ chiều vào những ngày thường) trước buổi họp 5 ngày làm việc.

Повідомлення Metro про заборону дискримінації

Metro з повагою ставиться до громадянських прав. Для отримання інформації про програму Metro із захисту громадянських прав або форми скарги про дискримінацію відвідайте сайт www.oregonmetro.gov/civilrights. або Якщо вам потрібен перекладач на зборах, для задоволення вашого запиту зателефонуйте за номером 503-797-1700 з 8.00 до 17.00 у робочі дні за п'ять робочих днів до зборів.

Metro 的不歧视公告

尊重民權。欲瞭解Metro民權計畫的詳情，或獲取歧視投訴表，請瀏覽網站 www.oregonmetro.gov/civilrights。如果您需要口譯方可參加公共會議，請在會議召開前5個營業日撥打503-797-1700（工作日上午8點至下午5點），以便我們滿足您的要求。

Ogeysiiska takooris la'aanta ee Metro

Metro waxay ixtiraamtaa xuquuqda madaniga. Si aad u heshid macluumaad ku saabsan barnaamijka xuquuqda madaniga ee Metro, ama aad u heshid warqadda ka cabashada takoorista, booqo www.oregonmetro.gov/civilrights. Haddii aad u baahan tahay turjubaan si aad uga qaybqaadatid kullanka dadweynaha, wac 503-797-1700 (8 gallinka hore illaa 5 gallinka dambe maalmaha shaqada) shan maalmaha shaqo ka hor kullanka si loo tixgaliyo codsashadaada.

Metro의 차별 금지 관련 통지서

Metro의 시민권 프로그램에 대한 정보 또는 차별 항의서 양식을 얻으려면, 또는 차별에 대한 불만을 신고 할 수 www.oregonmetro.gov/civilrights. 당신의 언어 지원이 필요한 경우, 회의에 앞서 5 영업일 (오후 5시 주중에 오전 8시) 503-797-1700를 호출합니다.

Metroの差別禁止通知

Metroでは公民権を尊重しています。Metroの公民権プログラムに関する情報について、または差別苦情フォームを入手するには、www.oregonmetro.gov/civilrights。までお電話ください。公開会議で言語通訳を必要とされる方は、Metroがご要請に対応できるよう、公開会議の5営業日前までに503-797-1700（平日午前8時～午後5時）までお電話ください。

សេចក្តីជូនដំណឹងអំពីការមិនរើសអើងរបស់ Metro

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

إشعار بعدم التمييز من Metro

تحتزم Metro الحقوق المدنية. للمزيد من المعلومات حول برنامج Metro للحقوق المدنية أو لإيداع شكوى ضد التمييز، يُرجى زيارة الموقع الإلكتروني www.oregonmetro.gov/civilrights. إن كنت بحاجة إلى مساعدة في اللغة، يجب عليك الاتصال مقدماً برقم الهاتف 503-797-1700 (من الساعة 8 صباحاً حتى الساعة 5 مساءً، أيام الاثنين إلى الجمعة) قبل خمسة (5) أيام عمل من موعد الاجتماع.

Paunawa ng Metro sa kawalan ng diskriminasyon

Iginagalang ng Metro ang mga karapatang sibil. Para sa impormasyon tungkol sa programa ng Metro sa mga karapatang sibil, o upang makakuha ng porma ng reklamo sa diskriminasyon, bisitahin ang www.oregonmetro.gov/civilrights. Kung kailangan ninyo ng interpreter ng wika sa isang pampublikong pulong, tumawag sa 503-797-1700 (8 a.m. hanggang 5 p.m. Lunes hanggang Biyernes) lima araw ng trabaho bago ang pulong upang mapagbigyan ang inyong kahilingan.

Notificación de no discriminación de Metro

Metro respeta los derechos civiles. Para obtener información sobre el programa de derechos civiles de Metro o para obtener un formulario de reclamo por discriminación, ingrese a www.oregonmetro.gov/civilrights. Si necesita asistencia con el idioma, llame al 503-797-1700 (de 8:00 a. m. a 5:00 p. m. los días de semana) 5 días laborales antes de la asamblea.

Уведомление о недопущении дискриминации от Metro

Metro уважает гражданские права. Узнать о программе Metro по соблюдению гражданских прав и получить форму жалобы о дискриминации можно на веб-сайте www.oregonmetro.gov/civilrights. Если вам нужен переводчик на общественном собрании, оставьте свой запрос, позвонив по номеру 503-797-1700 в рабочие дни с 8:00 до 17:00 и за пять рабочих дней до даты собрания.

Avizul Metro privind nediscriminarea

Metro respectă drepturile civile. Pentru informații cu privire la programul Metro pentru drepturi civile sau pentru a obține un formular de reclamație împotriva discriminării, vizitați www.oregonmetro.gov/civilrights. Dacă aveți nevoie de un interpret de limbă la o ședință publică, sunați la 503-797-1700 (între orele 8 și 5, în timpul zilelor lucrătoare) cu cinci zile lucrătoare înainte de ședință, pentru a putea să vă răspunde în mod favorabil la cerere.

Metro txoj kev ntxub ntxaug daim ntawv ceeb toom

Metro tributes cai. Rau cov lus qhia txog Metro txoj cai kev pab, los yog kom sau ib daim ntawv tsis txaus siab, mus saib www.oregonmetro.gov/civilrights. Yog hais tias koj xav tau lus kev pab, hu rau 503-797-1700 (8 teev saww ntxov txog 5 teev tsaus ntuj weekdays) 5 hnub ua hauj lwm ua ntej ntwam lub rooj sib tham.

Television schedule for Metro Council meetings

<p>Clackamas, Multnomah and Washington counties, and Vancouver, WA Channel 30 – Community Access Network <i>Web site:</i> www.tvctv.org <i>Ph:</i> 503-629-8534 Call or visit web site for program times.</p>	<p>Portland Channel 30 – Portland Community Media <i>Web site:</i> www.pcmtv.org <i>Ph:</i> 503-288-1515 Call or visit web site for program times.</p>
<p>Gresham Channel 30 - MCTV <i>Web site:</i> www.metroeast.org <i>Ph:</i> 503-491-7636 Call or visit web site for program times.</p>	<p>Washington County and West Linn Channel 30- TVC TV <i>Web site:</i> www.tvctv.org <i>Ph:</i> 503-629-8534 Call or visit web site for program times.</p>
<p>Oregon City and Gladstone Channel 28 – Willamette Falls Television <i>Web site:</i> http://www.wftvmedia.org/ <i>Ph:</i> 503-650-0275 Call or visit web site for program times.</p>	

PLEASE NOTE: Show times are tentative and in some cases the entire meeting may not be shown due to length. Call or check your community access station web site to confirm program times. Agenda items may not be considered in the exact order. For questions about the agenda, call the Metro Council Office at 503-797-1540. Public hearings are held on all ordinances second read. Documents for the record must be submitted to the Regional Engagement and Legislative Coordinator to be included in the meeting record. Documents can be submitted by e-mail, fax or mail or in person to the Regional Engagement and Legislative Coordinator. For additional information about testifying before the Metro Council please go to the Metro web site www.oregonmetro.gov and click on public comment opportunities.

Agenda Item No. 3.1

Office of the Auditor Annual Report FY 2016-2017

Presentations

Metro Council Meeting
Thursday, September 28, 2017
Metro Regional Center, Council Chamber



Metro

Office of the Auditor
Annual Report

FY 2016-17

Brian Evans
Metro Auditor
September 2017

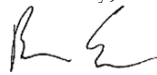
Message from the Metro Auditor

This report summarizes the performance of the Auditor's office over the last fiscal year (FY 2016-17) and provides five-year trends for each of our performance measures. It is an opportunity to demonstrate our mission of accountable, transparent, efficient, and effective government. I use the information to manage resources and make adjustments when needed. Continuous improvement is a common theme in the recommendations we make in audit reports. The annual report is a chance to apply the same approach to our own efforts. I hope you find it informative.

Audits completed this year covered a wide-range of Metro's programs and services including golf course operations, financial planning, preparedness for construction of the Convention Center Hotel, and organizational culture at the Oregon Zoo. These audits identified opportunities to improve Metro's ability to reach its goals, and provide benefits to residents of the region.

This year our 2016 audit of Community Planning and Development Grants received a Knighton Award as one of the best audits produced by a small audit shop. Congratulations to Elliot Shuford and Angela Owens for their work on that audit. The office also contributed to the audit profession in a number of ways last year. Simone Rede and Elliot Shuford each led a training session at audit conferences. Zane Potter and Elliot Shuford's article about our Glendoveer Golf Course was published in the Local Government Auditing Quarterly. In June, I started helping organize a conference that will take place in October that will include presentations about our recent work. All-in-all a very productive year.

Sincerely,



Brian Evans
Metro Auditor

Phone: 503-797-1892

Email: auditor@oregonmetro.gov

Twitter: @MetroAuditor

Website: www.oregonmetro.gov/regional-leadership/metro-auditor

Accountability Hotline: 888-299-5460 or www.metroaccountability.org

About the Auditor's Office

The office is led by the Metro Auditor; an elected position serving the entire Metro region. Performance audits are the primary work conducted by the office and follow Generally Accepted Government Auditing Standards. Performance audits provide independent and objective analysis to help management and the Metro Council be accountable to the public, improve program performance, reduce costs, and assist decision-making. The office also oversees the contract for the annual financial audit of Metro's financial statements and administers the Accountability Hotline where employees or the public can report concerns about Metro's programs and services.

Brian Evans is the third elected auditor since the position was created in the Metro Charter in 1995. Prior to being elected, Brian was a Principal Management Auditor. He began working in the Auditor's Office in 2008. The Office includes the elected auditor, four staff auditors, and an administrative assistant:

- Brian Evans, CGAP, CIA, *Metro Auditor*
- Tracy Evans, *Auditor's Administrative Assistant*
- Angela Owens, CFE, *Senior Management Auditor*
- Zane Potter, *Senior Management Auditor*
- Simone Rede, CGAP, *Senior Management Auditor*
- Elliot Shuford, *Senior Management Auditor*

To meet audit standards, auditors are required to complete 80 hours of continuing professional education every two years. Our staff attend forums, workshops, and conferences on performance auditing, as well as participate in an annual retreat to plan our work and enhance communication and teamwork.

In addition to continuing education, auditors contribute to the audit profession by leading training events both internally and at conferences and through webinars. Some employees also serve on committees for the Association of Local Government Auditors, a professional organization committed to supporting and improving local government auditing through advocacy, collaboration, education, and training.

Mission and Values

Our mission is to:

- Ensure that Metro is accountable to the public,
- Ensure that Metro's activities are transparent, and
- Improve the efficiency and effectiveness of Metro programs and services.

We do this by:

- Conducting independent and objective performance audits, and
- Reporting our findings and recommendations to the public.

It is our vision to be relevant and efficient, choosing the right areas to audit and completing audits quickly so Metro can continually improve its services and be accountable to the public. Audit findings and recommendations are presented publicly before the Council and are intended to assist the Council and Chief Operating Officer in making improvements that will better serve the public. Reports are published on the Metro Auditor's web page.

Our values are:

- Professionalism
- Wise and equitable use of resources
- Supporting findings with fact
- Balanced perspectives
- Ethical behavior
- Being open minded
- Respecting others
- Credibility
- Teamwork

Performance measures

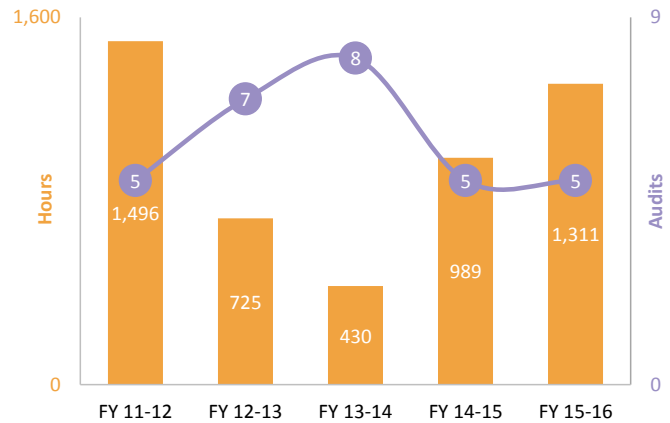
The performance of the Auditor's Office is measured by reviewing results in the following areas:

- Average hours to complete an audit and number completed each fiscal year,
- Audits completed per full time equivalent (FTE) employee,
- Audit hours per department,
- Auditee feedback, and
- Recommendation implementation rate.

Average audit hours and number of audits

Average audit hours and the number of audits completed measure the office's efficiency. In FY 2016-17, five audits were completed. The hours required to complete each audit ranged from 470 to 3,050 hours. The average was 1,331 hours.

Audits vary in length, depending on their scope and complexity. Average hours in FY 2011-12 were higher than other years due to the complexity of an audit completed in that year. The increase this year was due to an audit with a broad scope of work. This led to the same number of audits being completed as last year, but with a higher number of hours devoted to each on average.



The audit reports published in FY 2016-17 included four full audits and one follow-up audit. A total of 36 recommendations were made. The audit reports released were:

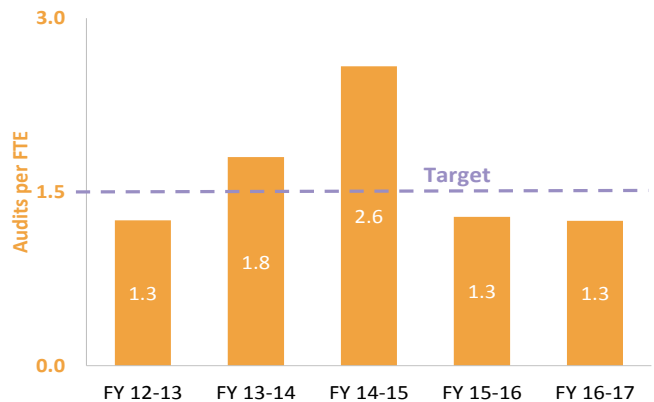
- Glendoveer Golf Course Operating Contract (August 2016)
- Capital Projects Planning (November 2016)
- Organic Waste System Follow-Up Audit (February 2017)
- Oregon Zoo Organizational Culture (February 2017)
- Convention Center Hotel Project Management (March 2017)

Audits per FTE

Another way to measure efficiency is by looking at the number of audits completed per full-time equivalent (FTE) employee. In FY 2016-17, 1.3 audits per FTE were completed, the same as the prior year. The downward trend since FY 2014 -15 was due to larger scope audits that provided more in-depth analysis of several of Metro's departments and programs.

Available staff hours and the scope of the audit determine the number of audits that can be completed each year. The length is affected by the complexity of the subject and size of the program. Generally, the office tries to complete one and a half audits per FTE each year.

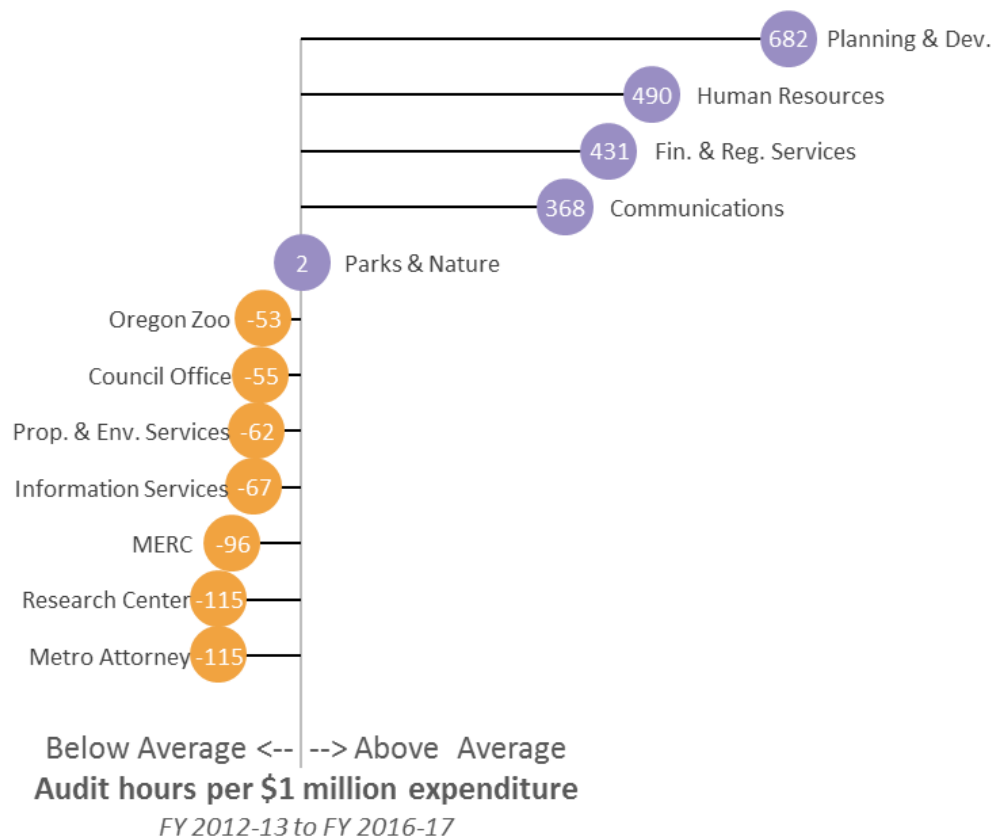
We did not meet that target this year, but there are several audits that will be completed soon which gives me confidence we will meet the target next year.



Audit hours per department

This measure is used to evaluate the office's effectiveness by analyzing how audit hours were distributed among Metro departments. It is calculated by dividing the total audit hours spent in each department by the department's size as measured by annual expenditures. In the last five years, about 115 audit hours were used for each \$1 million spent annually by Metro departments. If our office was able to provide equal coverage, each department would be aligned with the average line. In reality, more time is spent in some departments than others for a variety of reasons, including audit timing and greater risks in some programs and services.

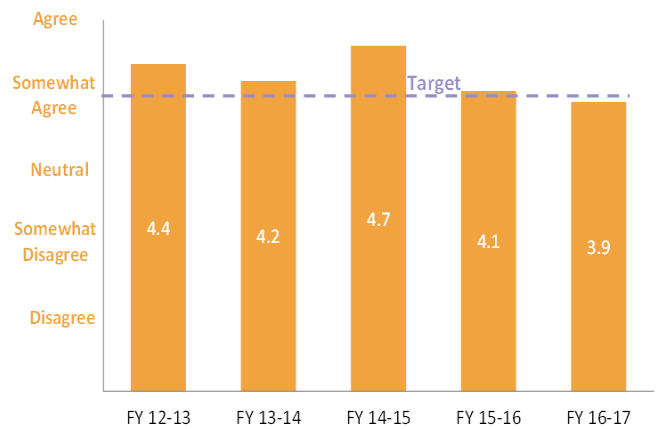
Over the last five years, audit hours have been unevenly distributed between departments based on their level of expenditure. More time was spent in Planning and Development, Human Resources, Finance and Regulatory Services, and Communications relative to their level of expenditure. Conversely, other parts of the organization such as Research Center, Metro Attorney, and the Metropolitan Exposition and Recreation Commission (MERC) had relatively few audit hours compared to their size. While some unevenness is expected, this type of analysis is one consideration when audits are placed on the schedule. This year some audits were scheduled in part to rebalance audit coverage.



Auditee feedback

Surveys are a way to get input on the quality of our work. After an audit is published, we ask those involved to provide feedback through an anonymous survey. Survey questions are designed to get information about the audit process, staff, report, and overall satisfaction.

In FY 2016-17 the average level of agreement about the value of our work was 3.9 out of 5. This indicated satisfaction with our reports, staff, and process. The average number of responses per audit increased this year to four, which was the highest average in the last five years. This indicates our efforts to increase feedback, such as using an online survey tool, have been effective. We will continue to work to increase the survey response rate this year so that we get even more feedback.



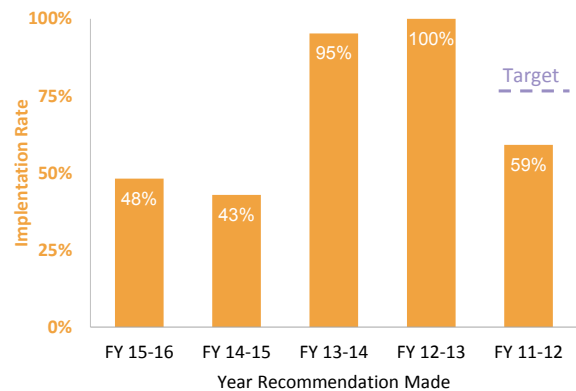
Recommendation implementation rate

The percentage of recommendations that are implemented shows how much impact audits have on the organization. Each year, the office asks program managers to report on the status of recommendations made in the last five years. That information, combined with our conclusions from follow-up audits, is used to track the percent of recommendations implemented after the audit was released.

A positive trend would show the percentage increasing as time from completion increases. The expectation is that at least 75% of the recommendations will be implemented within five

years. The five year target was not met. According to the most recent survey, 59% of our recommendations were implemented for audits released in FY 2011-12. This was caused by all of the recommendations from our audit of Natural Areas Maintenance being in process when the follow-up audit was completed.

Lower implementation rates in FY 2014-15 were the result of little progress being made on the recommendations in our audits of Asset Management and Budget Performance Measures. As in previous years, I will continue to talk with management about barriers to implementing recommendations and initiate follow-up audits as needed to focus attention on remaining risks.



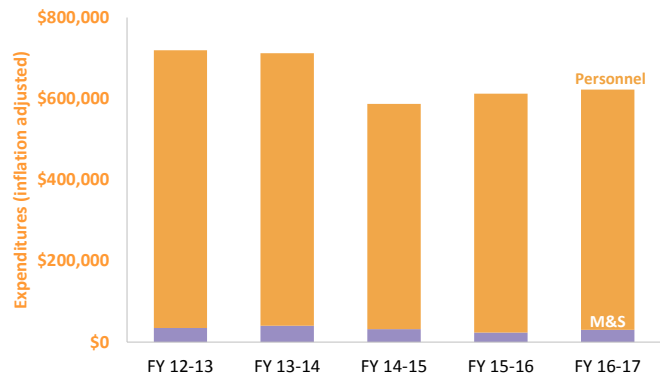
Audit schedule

The following audits are scheduled to begin this fiscal year. Audit topics are selected based on input from Metro Council, department management, audit staff, and the public. In addition, we conduct a risk assessment to identify high priority topics.

Audit Title	Start Date	Expected Completion Date
Payroll	November 2016	October 2017
Social Media Usage	January 2017	October 2017
Public Records Requests	March 2017	November 2017
Zoo Quality of Life Program	March 2017	November 2017
Risk Management Follow-up	October 2017	TBD
Sponsorships Follow-up	November 2017	TBD
Emergency Preparedness	November 2017	TBD
Financial Condition of Metro FY 2008-17	January 2017	TBD
Information Security/Technology	February 2018	TBD

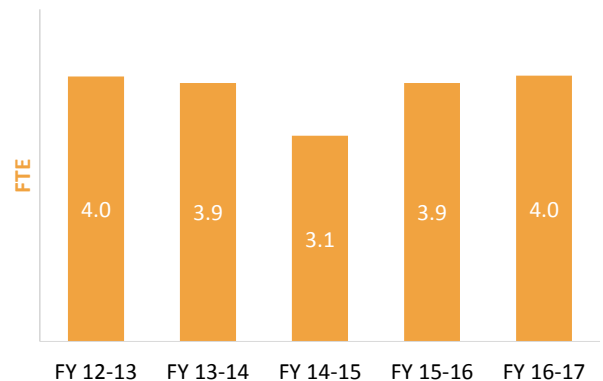
Expenditures

Expenditures were about 2% higher than last year. This was the result of higher materials and services costs for training and contracted services. Spending on personnel increased by less than one percent, which indicates that salary increases were matched by the rising cost of living (inflation).



Staffing available

This graph represents actual staff hours available. In FY 2016-17, there were 8,352 staff hours available, the equivalent of 4 FTE. This was basically unchanged from the previous year.



Accountability Hotline summary

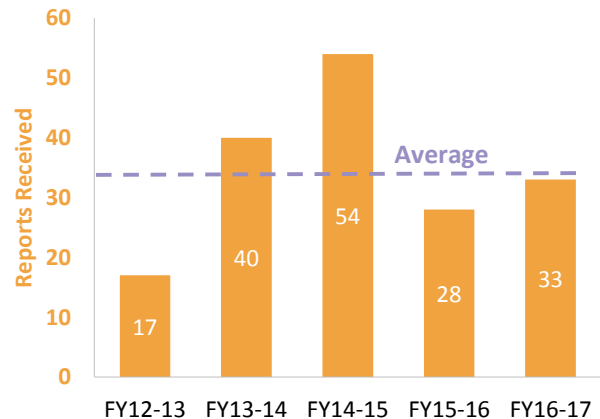
The Accountability Hotline gives employees and the public a way to report waste, inefficiency, or abuse of resources. The Metro Auditor administers the Accountability Hotline in consultation with upper management, the Metro Attorney, and the Human Resources Director. Cases may be handled by Human Resources personnel if disciplinary action could result. In some cases, upper management will assign an investigation to a department director if the report involves a service or program in their department. The Auditor reserves the right to conduct an audit on any report received.

Thirty-three reports were received in FY 2016-17. There is a wide variety in the nature of the reports in terms of specificity and issues identified. As a result, they cannot be categorized or summarized easily. Thirty-one reports were successfully investigated or in the process of being investigated at the end of the fiscal year. The other two provided inadequate information to investigate.

In five of the investigated cases, the information was confirmed, and in 26 cases the information was unfounded or inaccurate. The most frequent action taken in response to a report was to relay information to the person reporting the concern to provide context or additional information about what occurred. Corrective actions were taken in three cases. This year, one audit was completed based on a report to the Accountability Hotline and another audit was started, in part, based on reports to the Hotline.

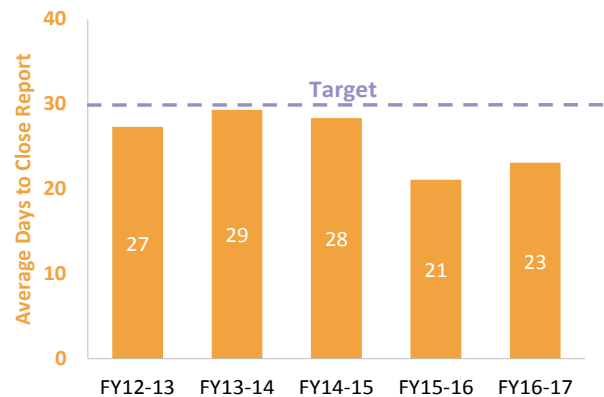
Reports received

The number of Accountability Hotline cases received increased by about 18% this year. In FY 2016-17, a total of 33 reports were received. That was similar to the average number of reports (34) that have been received over the last five-years



Average days to close a case

According to best practices, cases should be resolved in 30 days or less to be responsive to the person reporting. This standard has been met in each of the last five years.



Agenda Item No. 4.1

Consideration of the Council Meeting Minutes for September 14,
2017

Consent Agenda

Metro Council Meeting
Thursday, September 28, 2017
Metro Regional Center, Council Chamber

Agenda Item No. 4.2

**Resolution No. 17-4842, For the Purpose of Filling a Vacancy
on the Metro Central Station Community Enhancement
Committee**

Consent Agenda

Metro Council Meeting
Thursday, September 28, 2017
Metro Regional Center, Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF FILLING A VACANCY)	RESOLUTION NO. 17-4842
ON THE METRO CENTRAL STATION)	
COMMUNITY ENHANCEMENT COMMITTEE)	Introduced by Councilor Sam Chase in concurrence with Council President Tom Hughes

WHEREAS, Metro Code Chapter 2.19.030, "Membership of the Advisory Committees," states that all members and alternate members of all Metro Advisory Committees shall be appointed by the Council President and shall be subject to confirmation by the Council; and

WHEREAS, Metro Code Chapter 2.19.120, "Metro Central Station Community Enhancement Committee (MCSCCE)," provides for the committee; and

WHEREAS, Metro Code Chapter 2.19.120(b)(1) sets forth representation criteria for membership on the committee; and

WHEREAS, a vacancy has occurred in representation of the Northwest District Association (NWDA); and

WHEREAS, the Council President has appointed a representative as set forth in Exhibit "A", subject to confirmation by the Metro Council; now, therefore,

BE IT RESOLVED that the Metro Council confirms the appointment of the Metro Central Station Community Enhancement Committee, as set forth in Exhibit "A" attached hereto.

ADOPTED by the Metro Council this 28th day of September 2017.

Tom Hughes, Council President

Approved as to Form:

Alison R. Kean, Metro Attorney

Exhibit A to Resolution No. 17-4842
Metro Central Station Community Enhancement Committee Member Confirmation

The following person shall serve the duration of the 2017-2018 committee term vacated by Bill Welch:

John Spencer Northwest District Association (NWDA)

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 17-4842, FOR THE PURPOSE OF FILLING A VACANCY ON THE METRO CENTRAL STATION COMMUNITY ENHANCEMENT COMMITTEE

Date: September 13, 2017

Prepared by: Molly Chidsey, 503-797-1690

BACKGROUND

The Metro Central Station Community Enhancement Committee is charged with helping develop plans to administer grant funds, solicit and review grant applications, and select for funding improvement projects that benefit the area directly affected by Metro Central garbage transfer station, including portions of Northwest and North Portland.

Sam Chase, Councilor of Metro District 5, chairs the seven-member committee. Members are nominated from their respective neighborhood association: Forest Park, Friends of Cathedral Park, Linnton, the Northwest Industrial Area and the Northwest District Association. One member represents environmental groups with an interest in the grant target area. Members serve a two-year term.

A vacancy has occurred on the committee in the position representing the Northwest District Association. The purpose of this resolution is to fill the vacancy on the committee through the end of 2018, including committee work to select a slate of grantees for the 2018 grant funding cycle.

Northwest District Association president Karen Karlsson nominated resident John Spencer to serve on the committee for the duration of this term. See attached for a letter of nomination from NWDA.

ANALYSIS/INFORMATION

1. Known Opposition

There is no known opposition.

2. Legal Antecedents

Chapter 2.19 of the Metro Code Relating to Advisory Committees; Section 2.19.120 provides for a Metro Central Station Community Enhancement Committee and sets forth guidelines for representation.

3. Anticipated Effects

Adoption of this resolution would confirm the appointment of John Spencer from the Northwest Association to the Metro Central Station Community Enhancement Committee through the end of 2018.

4. Budget Impacts

There are no known costs associated with the implementation of this legislation.

RECOMMENDED ACTION

Tom Hughes, Metro Council President, and Metro Councilor Sam Chase, chair of the Metro Central Station Community Enhancement Committee, recommend adoption of this resolution.



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

Metro Central Community Enhancement Program Committee interest form

Please return completed two-page application to:

Metro Regional Center

Attn: Molly Chidsey

Email: Molly.Chidsey@oregonmetro.gov

Questions? Call 503-797-1690

Information

Name: JOHN SPENCER

Organization or business (optional): _____

Mailing address: 1515 NW 21ST AVE. ART. 601

City: PORTLAND State: OR Zip: 97209

Preferred phone: 503-330-3033 Email: JOHN@SPENCER273.COM

Residential address: SAME AS ABOVE

Check one:

Forest Park Neighborhood Association

Northwest District Neighborhood Association

Friends of Cathedral Park

Northwest Industrial area (NINA)

Linton Neighborhood Association

Metro strives for membership on its committee that reflects the diversity of the Portland metro region.

The following demographic information is optional:

Gender: M Age: 43 Race or ethnicity: _____

Briefly describe your interest in the Metro Central Enhancement Committee and why you would like to serve.

I was impressed to discover that a grant program like this existed and that I may have the opportunity to serve. I'd like to participate in this process to allocate funds for projects and programs that really help my neighborhood & surrounding community become a better place to live.



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

Members of the Metro Central Enhancement Committee offer a wide variety of complementary skills and experiences. Please describe your relevant knowledge and experience.

I've lived in the Northwest neighborhood for over 20 years and sent our daughters to Chapman Elementary. I served on the Foundation there and participated in most of the fundraising activities. I'm also a carpenter/contractor who knows the real costs of projects and services.

Please explain how you keep informed and aware of the community's diverse needs and priorities. Summarize any relevant experience working with people of varied backgrounds

Most of my business is conducted in Northwest and I live in the heart of the developing Slabtown neighborhood.

Do you anticipate any conflicts of interest that might require you to excuse yourself from the review of any potential project? For example, do you or an immediate family member staff or sit on the board of an organization that might seek a grant from this program? Are you a consultant that might be interested in submitting a proposal for the type of work that this program funds? Please explain.

I do not have any ^{direct} connection to the people or projects that are seeking grants. However, in the past cycle I was involved with a project that was granted funds, Olivia's Bench. I have no intentions of seeking funds from this program.



Northwest District Association

June 22, 2017

Molly Chidsey
Community Enhancement Grant program coordinator
Metro
600 NE Grand Ave
Portland, OR 97232-2736

Subject: Neighborhood Representative for Metro Central Enhancement Committee

Dear Molly,

Please allow this letter to serve as written confirmation that John Spencer was formally approved by the Northwest District Association ("NWDA") as its representative to the Metro Central Enhancement Committee. The NWDA Board of Directors approved Mr. Spencer's appointment at its meeting held on June 19th, 2017.

Sincerely,

Karen Karlsson
President
Northwest District Association

Board of Directors
2017-2018

President

Karen Karlsson

1st Vice President

Ciaran Connelly

2nd Vice President

Tavo Cruz

Secretary

JoZell Johnson

Treasurer

Bill Welch

Board Members

Ji In Brunke

Carla Charlton

Rodger Eddy

Don Genasci

Sharon Genasci

Parker McNulty

Page Stockwell

Ron Walters

Wayne Wirta

Agenda Item No. 4.3

Resolution No. 17-4843, For the Purpose of Establishing the
Southwest Corridor LUFO Steering Committee

Consent Agenda

Metro Council Meeting
Thursday, September 28, 2017
Metro Regional Center, Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF ESTABLISHING THE) RESOLUTION NO. 17-4843
SOUTHWEST CORRIDOR LUFO STEERING)
COMMITTEE) Introduced by Chief Operating Officer Martha
Bennett in concurrence with Council
President Tom Hughes

WHEREAS, the Metro Council identified the Southwest Corridor, connecting downtown Portland to the region’s southwest suburbs, as the region’s top priority for consideration for a high capacity transit investment based on the 2009 Regional High Capacity Transit System Plan;

WHEREAS, the Southwest Corridor project, with input from the public and government partners, has garnered regional support, leading to a narrowing of design options and transit alternatives, and advancement of the project into the National Environmental Policy Act (NEPA) environmental review process;

WHEREAS, House Bill 3202, enacted by the Oregon State Legislature in the 2017 legislative session, gives authority to TriMet to apply to the Metro Council for a Land Use Final Order (LUFO) for the Southwest Corridor project, establishing a single land use process for the project which passes through multiple government jurisdictions; and

WHEREAS, HB 3202 requires that Metro establish a steering committee to provide recommendations on the project improvements to Metro and TriMet; now therefore,

BE IT RESOLVED that the Metro Council hereby establishes the Southwest Corridor LUFO Steering Committee, the membership of which shall be appointed by Metro’s Chief Operating Officer, or her designee, and whose initial membership shall include a representative from each of the following: (a) Metro, (b) TriMet, (c) ODOT, and (d) each local government affected by the Southwest Corridor project.

ADOPTED by the Metro Council this 28th day of September 2017.

Tom Hughes, Council President

Approved as to Form:

Alison R. Kean, Metro Attorney

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 17-4843, FOR THE PURPOSE OF ESTABLISHING THE SOUTHWEST CORRIDOR LUFO STEERING COMMITTEE

Date: September 13, 2017

Prepared by: Malu Wilkinson, x1680

BACKGROUND

In July 2017 the Oregon Legislature adopted HB 3202, relating to the Southwest Corridor MAX Light Rail Project. Based on legislation adopted in 1991 and 1996 to facilitate the Westside and South/North MAX light rail projects, HB 3202 establishes a consolidated and expedited land use decision-making process governing Southwest Corridor Project land use approvals and implementation that supersedes all other applicable statutes and other provisions of law.

HB 3202 specifies procedures to ensure local, regional and state goals are met while expediting the land use decision making process. This includes the following:

- Directs the Land Conservation and Development Commission (LCDC) to adopt land use criteria applicable to a Metro Council decision to approve the Project,
- Directs the Metro Council to appoint a Land Use Final Order (LUFO) steering committee that includes affected jurisdictions as well as TriMet, ODOT and Metro on or before the date that LCDC adopts an order on the land use criteria,
- Designates the Metro Council as the decision-making body authorizing the Project,
- Directs local governments and state agencies to issue permits necessary to implement the Project, with the ability to attach “reasonable and necessary” approval conditions, and
- Establishes an expedited and exclusive process for appellate review of a LUFO for the Project.

Proposed Action

The Land Conservation and Development Commission (LCDC) is scheduled to consider the land use criteria at their commission meeting on September 22, 2017, necessitating that the Metro Council consider creating the LUFO Steering Committee in a timely fashion. This resolution creates a LUFO Steering Committee that includes a member appointed by the following jurisdictions: Metro, TriMet, ODOT, City of Portland, City of Tigard, City of Tualatin, Multnomah County and Washington County. This steering committee will issue recommendations for the siting of the light rail route and other project improvements and their locations to TriMet, prior to TriMet applying to the Metro Council for a land use final order. The LUFO Steering Committee meeting will likely be held adjacent to Southwest Corridor Plan Steering Committee meetings. Staff intends that the recommendations on the LUFO and the Locally Preferred Alternative for the Southwest Corridor Light Rail Project come before the Metro Council together in 2018.

Background on the Southwest Corridor Plan and Shared Investment Strategy

The Southwest Corridor plan is a comprehensive effort focused on supporting community-based development and place-making that targets, coordinates and leverages public investments to make efficient use of public and private resources.

The work has been guided by a Steering Committee comprised of representatives from the cities of Beaverton, Durham, King City, Portland, Sherwood, Tigard, and Tualatin; Washington County; and Tri-

Met, ODOT and Metro. Steering Committee members agreed to use a collaborative approach to develop the Southwest Corridor Plan and a Shared Investment Strategy to align local, regional, and state policies and investments in the corridor. In August 2011, the Metro Council adopted Resolution 11-4278 that appointed the Southwest Corridor Steering Committee, and a charter defining how the partners will work together was adopted by the Steering Committee in December 2011.

In October 2013, the Metro Council adopted Resolution No. 13-4468A, endorsing the Southwest Corridor Shared Investment Strategy and directing staff to coordinate and collaborate with project partners on refinement and analysis of high capacity transit (HCT) alternatives and local connections in the Southwest Corridor, along with associated roadway, active transportation and parks/natural resource projects that support the land use vision for the corridor. The Shared Investment Strategy includes local and high capacity transit; prioritized multimodal (roadway, bicycle and pedestrian) improvements; an inventory of over 400 parks and habitat projects; a toolkit for policy changes and incentives to be considered at the local level to encourage the market to develop consistent with the local land use vision; and the direction to continue to collaborate to fund the defined improvements. Each project partner formally endorsed the strategy prior to Metro Council action.

In June 2014, the Metro Council adopted Resolution No. 14-4550, which included:

- adopting the *Southwest Corridor Transit Design Options*, a package of the most promising high capacity transit alignment and station options and associated roadway, bicycle and pedestrian projects that support the Southwest Corridor Land Use Vision
- directing staff to complete a focused refinement period to address remaining questions regarding the *Southwest Corridor Transit Design Options*
- directing staff to study the *Southwest Corridor Transit Design Options* under the National Environmental Policy Act in collaboration with the Southwest Corridor Plan project partners and with the involvement of stakeholders and public, pending Steering Committee direction on the results of the focused refinement analysis

In July 2016, the Metro Council adopted Resolution No. 16-4713, supporting the recommendations of the Southwest Corridor Steering Committee related to further definition and study of a high capacity transit line. After the Metro Council action staff finalized intergovernmental agreements for the funding of the DEIS, and is currently working with project partners and the Federal Transit Administration (FTA) to further study HCT alignment options by completing a Draft Environmental Impact Statement under the National Environmental Policy Act (NEPA). Project partners are aiming towards a streamlined process that will result in consideration of a Locally Preferred Alternative in spring 2018. Staff are continuing to work with project partners to facilitate implementation of early opportunities projects identified in the Southwest Corridor Shared Investment Strategy.

ANALYSIS/INFORMATION

1. Known Opposition

At this time there is no known opposition to the creation of the LUFO Steering Committee or the adoption of the Southwest Corridor LUFO Criteria by the LCDC.

2. Legal Antecedents

- Feb. 25, 2010, Resolution No. 10-4118: For the Purpose of Endorsing the Southwest High Capacity Transit Corridor as the Next Regional Priority to Advance into Alternatives Analysis

- Oct. 31, 2013, Resolution No. 13-4468A: For the Purpose of Adopting the Southwest Corridor Shared Investment Strategy
- Jun. 26, 2014, Resolution No. 14-4540: For the purpose of Adopting the Southwest Corridor high capacity transit alignment options, complementary multimodal projects and potential station locations for further study
- House Bill 3202 adopted by the Oregon State Legislature, 2017 session.

3. Anticipated Effects

Upon Metro Council action staff will work with project partners and the COO to identify LUFO Steering Committee members. The LUFO Steering Committee will be convened once there is specific information to discuss on the siting of the light rail route and other project improvements.

4. Budget Impacts

The cost for Metro to staff the LUFO Steering Committee would be minimal and accounted for as part of the budget for the Southwest Corridor Light Rail Project.

RECOMMENDED ACTION

Staff recommends that Council adopt the resolution to establish the Southwest Corridor LUFO Steering Committee as defined by the Oregon State Legislature.

Agenda Item No. 5.1

Resolution No. 17-4831, For the Purpose of Authorizing the
Chief Operating Officer to Grant an Easement to the Sunrise
Water Authority for Existing Facilities

Resolutions

Metro Council Meeting
Thursday, September 28, 2017
Metro Regional Center, Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING THE) RESOLUTION NO. 17-4831
CHIEF OPERATING OFFICER TO GRANT)
AN EASEMENT TO THE SUNRISE) Introduced by Brian Kennedy
WATER AUTHORITY FOR EXISTING)
FACILITIES)

WHEREAS, in 2011, pursuant to Metro's Natural Areas Bond Measure, Metro acquired approximately 100 acres of natural area known as Scouters Mountain Nature Park, an extinct lava dome, which is managed for habitat, water quality, and recreational access; and

WHEREAS, for nearly five decades, the Sunrise Water Authority (“SWA”) has constructed, operated, maintained, and supplied public water from facilities located on and through Scouters Mountain, including two water storage tanks and water transmission lines; and

WHEREAS, SWA’s facilities provide water service to Metro’s property and adjacent residential development; including a 1,970 foot long 10-inch cast iron main connected to an above ground one million gallon concrete reservoir (built in 1971) and a 2,850 foot long 12-inch ductile iron main connected to a buried four million gallon concrete reservoir (built in 2005); and

WHEREAS, SWA’s facilities built in 2005 have formal easements that encumbered Metro’s purchase; however, the older pipeline and reservoir (built in 1971) were not part of a recorded easement; and

WHEREAS, access for installation, maintenance and inspection of the existing 1971 pipelines and reservoir on Metro property is currently done without a formal agreement; and

WHEREAS, SWA’s water lines that were originally installed in 1971 must be replaced to provide safe, potable drinking water, in accord with state rules and regulations; and

WHEREAS, SWA’s water lines are mostly located under the existing road surface; and

WHEREAS, SWA requests a permanent easement for access and to construct, maintain, repair, and inspect their existing water infrastructure; and

WHEREAS, Metro Parks and Nature department staff have evaluated this easement request according to the criteria in Resolution No. 97-2539B, “For the Purpose of Approving General Policies Related to the Review of Easements, Right of Ways, and Leases for Non-Park Uses through Properties Managed by the Regional Parks and Greenspaces Department,” adopted by Metro Council on November 6, 1997 (the “Easement Policy”), as further set forth in Attachment 1 to the Staff Report to this Resolution; and

WHEREAS, staff has determined that the easement request can be accommodated with minimal impact to natural resources, cultural resources, recreational resources, recreational facilities, recreational opportunities and their operation and management, and there is no other practicable or better alignment for this request, and therefore recommends approval; and

WHEREAS, SWA has agreed to pay for Metro's staff time to process the easement request, obtain an appraisal and pay fair market value for the easement, repave half of a street, not cut any trees in association with installing the new water lines, and otherwise return any disturbed land to pre-disturbed condition; and

WHEREAS, the Easement Policy requires review of all easement requests by the Metro Council;

NOW THEREFORE,

BE IT RESOLVED that the Metro Council authorized the Chief Operating Officer to grant SWA an easement for access, construction, repair, maintenance, and inspection of water transmission facilities and lines in locations depicted on the attached Exhibit A, on terms satisfying the Easement Policy and approved by the Office of Metro Attorney.

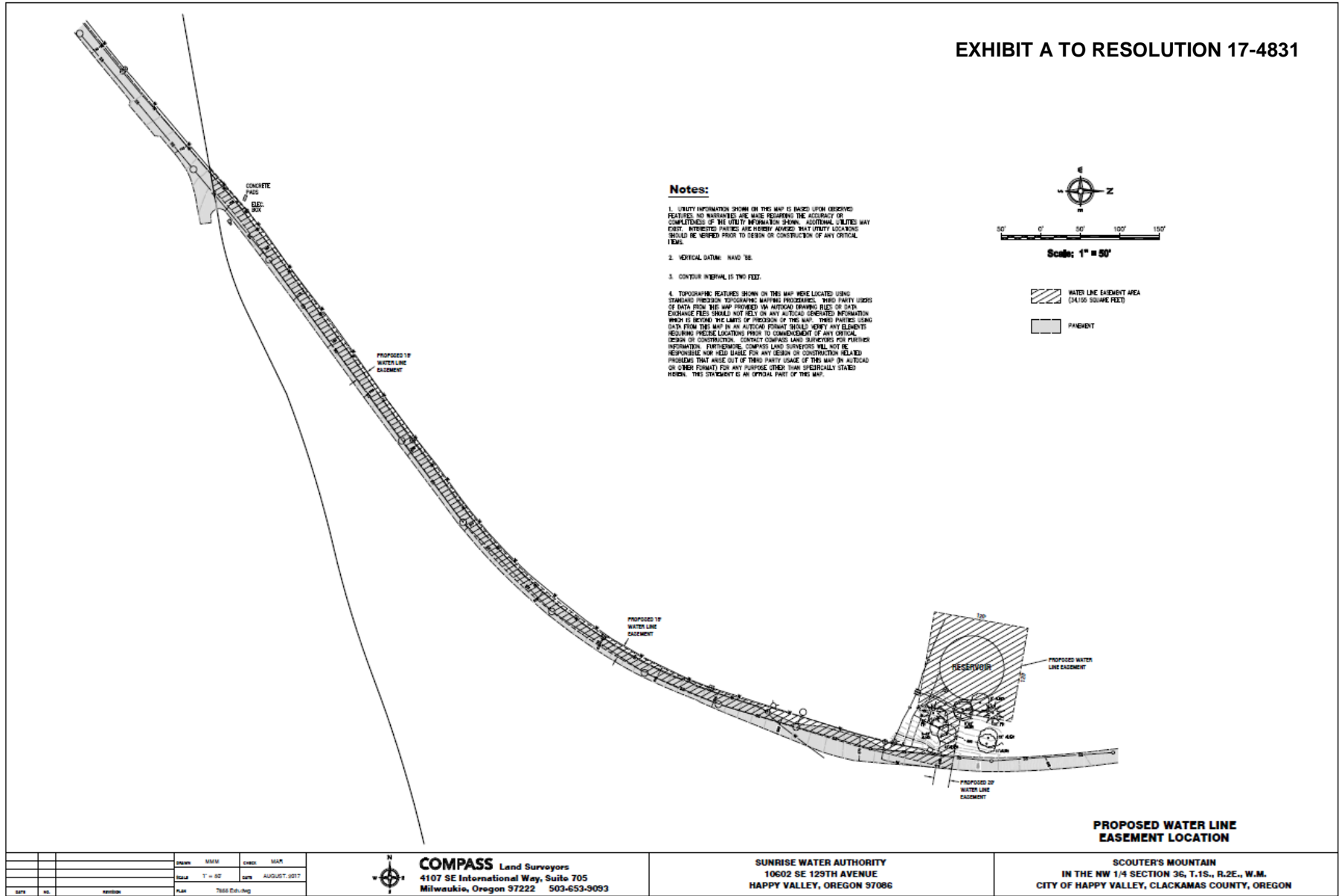
ADOPTED by the Metro Council this _____ day of September, 2017.

Tom Hughes, Council President

Approved as to Form:

Alison R. Kean, Metro Attorney

EXHIBIT A TO RESOLUTION 17-4831



STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 17-4831, FOR THE PURPOSE OF AUTHORIZING THE CHIEF OPERATING OFFICER TO GRANT AN EASEMENT TO SUNRISE WATER AUTHORITY FOR EXISTING FACILITIES

Date: September 28, 2017

Prepared by: Gary Shepherd

BACKGROUND

Metro's Park and Nature department receives requests for easements for non-park uses through park and natural area properties. Requests are reviewed and analyzed per guidance and policy established via Resolution 97-2539B, "For the Purpose of Approving General Policies Related to the Review of Easements, Right-of-Ways and Leases for Non-Park Uses through Properties Managed by Regional Parks and Greenspaces Department," adopted by Metro Council on November 6, 1997.

Metro received an easement application from the Sunrise Water Authority, which has been reviewed by staff in accordance with the Easement Policy. As set forth in the findings in Attachment 1, as required by the policy, staff recommends approval of the easement request. Staff determined that the request can be accommodated without significant impacts to natural resources, cultural resources, and recreational facility or opportunities, and that there is no feasible or practicable alternative alignment or site for this request. The easement will also act to clarify the rights and responsibilities of Metro and SWA concerning their existing infrastructure on Metro property.

In 2011, Metro purchased property in the City of Happy Valley that was formerly owned by the Boy Scouts of America. The area is now managed and developed as the Scouters Mountain Nature Park.

That property is also home to several key infrastructure elements owned by the Sunrise Water Authority, including a 1,970 foot long 10-inch cast iron main connected to an above ground one million gallon concrete reservoir (built in 1971) and a 2,850 foot long 12-inch ductile iron main connected to a buried four million gallon concrete reservoir (built in 2005). Both sets of facilities are part of critical infrastructure serving water and fire protection to the City of Happy Valley, including water and fire service within the park. *See* Attachment 2.

The facilities built in 2005 have formal easements that encumbered Metro's purchase. However, the older pipeline and reservoir (built in 1971) were not part of a recorded easement. Applicant represented to staff that they had previously obtained the then owners consent to install the subject facilities.

Presently, land use and development plans approved by the City of Happy Valley require the water district to relocate its pump station that serves the older pipeline and reservoir. The "move" has triggered a replacement of the old cast iron main in order to upgrade the pipeline to meet new seismic standards and hardening of key assets as required under the Oregon Resiliency Plan as well as to provide safe and potable drinking water. The older 1971 pipe is for all practical purposes aligned adjacent to the newer pipeline that was installed pursuant to the recorded easement. Both the 1971 line and newer 2005 lines currently reside principally beneath the existing access road serving the park. The project would replace the old pipeline and restore the road and area to its pre-existing condition. In this process, Sunrise is

requesting to record an easement for the new pipeline (a replacement project) along with the existing reservoir (built in 1971).

ANALYSIS/INFORMATION

1. **Known Opposition** None.

2. **Legal Antecedents**

1995 Metro Open Spaces Bond Measure approved by voters on May 16, 1995;
2006 Metro Natural Areas Bond Measure approved by voters on November 7, 2006;
Metro Code Section 2.04.026(a)(2), which requires Metro Council authorization for the Chief Operator to transfer interests in real property; and
Metro Council Resolution No. 97-2539B “For the Purpose of Approving General Policies Related to the Review of Easements, Right-Of-Ways, and Leases for Non-Park Uses through Properties Managed by the Regional Parks and Greenspaces Department,” adopted November 6, 1997.

3. **Anticipated Effects** Adoption of the resolution authorizing granting the easement will allow the Sunrise Water Authority to replace an existing water line and access, install, repair, and maintain the water line and existing storage facility under the terms of easement, where none presently exists for the existing facilities. This water system provides water service to Metro’s park and the surrounding community.

4. **Budget Impacts** The applicant will pay for the value of the easement as well as staff time to process the request.

RECOMMENDED ACTION

Approval of Resolution 17-4831

METRO EASEMENT POLICY CRITERIA AND STAFF FINDINGS ON SUNRISE WATER AUTHORITY'S APPLICATION FOR AN EASEMENT IN SCOUTERS MOUNTAIN NATURE PARK

1) Provide for formal review of all proposed easements, rights of ways, and leases for non-park uses by the Regional Parks and Greenspaces Advisory Committee, the Regional Facilities Committee and the full Council. Notwithstanding satisfaction of the criteria set forth herein, the final determination of whether to approve a proposed easement, right-of-way, or lease is still subject to the review and approval by the full Metro Council.

Staff finding: Criterion has been satisfied through a thorough review by Metro Parks and Nature department staff and the Office of Metro Attorney. Office of Metro Attorney prepared a Resolution, Staff Report and this Staff Findings Report to present to the Metro Council for a final decision.

2) Prohibit the development of utilities, transportation projects and other non-park uses within corridors or on sites which are located inside of Metro owned or managed regional parks, natural areas, and recreational facilities except as provided herein.

Staff finding: Applicant requests a permanent easement to permit access, construction, repair and maintenance of existing water lines and an existing water storage facility on Scouters Mountain. The utility facility is a non-park use of Metro's natural area and is prohibited, unless an exception is justified and approved. Staff is of the opinion that the exception is justified.

In 2011, Metro purchased property in the City of Happy Valley that was formerly owned by the Boy Scouts of America. The area is now managed and developed as the Scouters Mountain Nature Park.

That property is also home to several key infrastructure elements owned by the Sunrise Water Authority, including a 1,970 foot long 10-inch cast iron main connected to an above ground one million gallon concrete reservoir (built in 1971) and a 2,850 foot long 12-inch ductile iron main connected to a buried four million gallon concrete reservoir (built in 2005). Both sets of facilities are part of critical infrastructure serving water and fire protection to the City of Happy Valley, including water and fire service within the park. *See Attachment 2.*

The facilities built in 2005 have formal easements that encumbered Metro's purchase. However, the older pipeline and reservoir (built in 1971) were not part of a recorded easement.

Presently, land use and development plans approved by the City of Happy Valley require the water district to relocate its pump station that serves the older pipeline and reservoir. The "move" has triggered a replacement of the old cast iron main in order to upgrade the pipeline to meet new seismic standards and hardening of key assets as required under the Oregon Resiliency Plan as well as to provide safe and potable drinking water. The older 1971 pipe is for all practical purposes aligned adjacent to the newer pipeline that was installed pursuant to the recorded easement.

The requested easement would principally align with the existing road and reservoir in the park. Applicant is requesting a 15 foot wide easement centered on the existing waterline (~1150 ft. long), then a 20 foot wide easement centered on the waterline as it transitions across a short vegetated

hillside (~100 ft. long) to connect to the reservoir. The final piece would include a 120 foot by 120 foot easement over the existing water reservoir.

3) Reject proposals for utility easements, transportation right-of-ways and leases for non-park uses which would result in significant, unavoidable impacts to natural resources, cultural resources, recreational facilities, recreational opportunities or their operation and management.

Staff finding: Criterion satisfied. Parks and Nature department staff reviewed this request and determined that there will be no significant impacts to natural resources, cultural resources, recreational facilities, and recreational opportunities or their operation and management to the site by the requested easement.

Scouters Mountain is currently developed with water infrastructure and improvements owned and operated by the Sunrise Water District.

Applicant seeks to replace existing but aged water lines and formalize the location, rights, and responsibilities associated with constructing, maintaining, and operating those water lines, a reservoir and related existing water facilities on Metro property. The reservoir currently exists. The existing lines emanating from the reservoir (and which will be replaced) are generally located under the existing access road to the park and thereby confined to an already disturbed area.

The requested easement would principally align with the existing road and reservoir in the park. Applicant is requesting a 15 foot wide easement centered on the waterline (~1150 ft. long), then a 20 foot wide easement centered on the waterline as it transitions across a short vegetated hillside (~100 ft. long) to connect to the reservoir. The final piece would include a 120 foot by 120 foot easement over the existing water reservoir.

The lines will be underground. No trees will be cut. Impacts to the natural area will be minimal. Except during construction and maintenance activities, day-to-day impacts will be no greater than already experienced with the existing facilities.

Access to the park will be maintained and controlled during construction. Applicant will resurface a half street to return the road to its preexisting condition following construction.

The new lines are needed for applicant to provide safe and potable drinking water to its area customers, including Metro. The water service is a significant resource and provides a significant public benefit by serving a public need.

4) Accommodate utility easements, transportation right-of-ways or other non-park uses when the Regional Parks and Greenspaces Department (the Department) determines that a proposed easement, right-of-way, or non-park use can be accommodated without significant impact to natural resources, cultural resources, recreational facilities, recreational opportunities or their operation and management; and that the impacts can be minimized and mitigated.

Staff finding: Criterion satisfied. Parks and Nature department staff reviewed this request and determined that there will be no significant impacts to natural resources, cultural resources, recreational facilities, and recreational opportunities or their operation and management to the site by the requested easement.

Scouters Mountain is currently developed with water infrastructure and improvements owned and operated by the Sunrise Water Authority.

The requested easement would principally align with the existing road and reservoir in the park. Applicant is requesting a 15 foot wide easement centered on the waterline (~1150 ft. long), then a 20 foot wide easement centered on the waterline as it transitions across a short vegetated hillside (~100 ft. long) to connect to the reservoir. The final piece would include a 120 foot by 120 foot easement over the existing water reservoir.

The request is being made in coordination with the replacement of critical water infrastructure that serves the City of Happy Valley and Metro's park. The replacement will require temporary construction of a new water line and restoration of the disturbed areas to existing conditions. No changes to the grade are proposed. The project will include installation of a new/replacement 12-inch ductile iron main (about three-and-a-half feet below surface), replacement of two fire hydrants, and installation of an 8 foot by 10 foot vault set at grade adjacent to the reservoir (housing seismic control valves). No trees will be cut. Impacts to the natural area will be minimal.

Access to the park will be maintained and controlled during construction. Applicant will resurface a half street to return the road to its preexisting condition following construction.

The new lines are needed for applicant to provide safe and potable drinking water to its area customers, including Metro. The water service is a significant resource and provides a significant public benefit by serving a public need.

5) Require full mitigation and related maintenance, as determined by the Department, of all unavoidable impacts to natural resources, recreational facilities, recreational opportunities or their operation and management associated with the granting of easements, right-of-ways, or leases to use Metro owned or managed regional parks, natural areas or recreational facilities for non-park uses.

Staff finding: Criterion satisfied. Where impacted, applicant proposed to resurface the roadway with a half street improvement. Elsewhere, the applicant proposes to mitigate impacts to the site's natural resources by re-grading to existing contours and replanting with native trees, shrubs and groundcover approved by Metro. The terms of the easement will also require mitigation for any future disturbances.

6) Limit rights conveyed by easements, right-of-ways, and leases for non-park uses to the minimum necessary to accomplish the objectives of any proposal.

Staff finding: Criterion satisfied. The applicant requests a 15 foot wide easement under the existing roadway to replace and thereafter maintain a new water line. The easement widens to 20 feet where the lines approach and connect to the reservoir. The easement will follow the location of existing facilities that have been in place for decades. The easement is the minimum width to allow for access and construction activities. The easement will also act to clarify the rights and responsibilities of Metro and SWA concerning their infrastructure on Metro property.

7) Limit the term of easements, right-of-ways and leases to the minimum necessary to accomplish the objectives of any proposal.

Staff finding: Criterion satisfied. The easement terms will be for a limited purpose: Permitting applicant to access, construct, maintain, and repair water lines, its reservoir, and related facilities within a defined easement area. Applicant indicates that the easement area is the minimum needed to accomplish and maintain the water infrastructure. Staff agrees.

8) Require reversion, non-transferable, removal and restoration clauses in all easements, rights of ways, and leases.

Staff finding: Criterion satisfied. If the Metro Council approves an easement, the easement will include these terms. The Office of Metro Attorney will draft and review the easement before signature. Applicant is aware and agreeable to this requirement.

9) Fully recover all direct costs (including staff time) associated with processing, reviewing, analyzing, negotiating, approving, conveying, or assuring compliance with the terms of any easement, right-of-way, or lease for non-park use.

Staff finding: Criterion satisfied. Metro staff documented time and costs spent on this application and informed the applicant of the policy requiring reimbursement. Execution of the easement is subject to satisfaction of all costs and expenses. The applicant is aware and agreeable to this requirement.

10) Receive no less than fair market value compensation for all easements, right-of-ways, or leases for non-park uses. Compensation may include, at the discretion of the Department, periodic fees or considerations other than money.

Staff finding: Criterion satisfied. If the Metro Council elects to approve the easement, the applicant will be required to pay fair market value of the proposed easement and compensate Metro for the grant accordingly. Applicant is aware and agreeable to this requirement.

11) Require full indemnification from the easement, right-of-way or leaseholder for all costs, damages, expenses, fines, or losses related to the use of the easement, right-of-way, or lease. Metro may also require insurance coverage and/or environmental assurances if deemed necessary by the Office of General Counsel.

Staff finding: Criterion satisfied. If the Metro Council elects to approve the easements, the easement document will include indemnification and insurance provisions. Applicant is aware and agreeable to this requirement.

12) Limit the exceptions to this policy to: grave sales, utilities or transportation projects which are included in approved master/management plans for Metro regional parks, natural areas and recreational facilities; projects designed specifically for the benefit of a Metro regional park, natural area, or recreational facility; or interim use leases as noted in the Open Spaces Implementation Work Plan.

Staff finding: Criterion satisfied. No exception to the policy was requested and applicant has satisfied the easement policy.

13) Provide for the timely review and analysis of proposals for non-park uses by adhering to the following process:

A. The applicant shall submit a detailed proposal to the Department which includes all relevant information including but not limited to: purpose, size, components, location, existing conditions, proposed project schedule and phasing, and an analysis of other alternatives which avoid the Metro owned or managed regional park, natural area or recreational facility which are considered infeasible by the applicant. Cost alone shall not constitute unfeasibility.

Staff finding: Criterion satisfied. Applicant submitted a detailed application and proposal that included all necessary information.

B. Upon receipt of the detailed proposal, the Department shall determine if additional information or a Master Plan is required prior to further review and analysis of the proposal. For those facilities, which have master plans, require that all proposed uses are consistent with the master plan. Where no master plan exists all proposed uses shall be consistent with the Greenspaces Master Plan. Deficiencies shall be conveyed to the applicant for correction.

Staff finding: Criterion satisfied. The application was thorough and complete. Since submission, applicant's legal representative has answered questions and provided information requested by the Office of Metro Attorney. No additional information is needed to analyze the proposal.

The site currently has a master plan: Mt Scott/Scouters Mountain Trail Loop Master Plan (2014). The easement will not impact that master plan, which was developed with knowledge of the existing water lines and infrastructure.

The easement area is relatively small, involves existing water infrastructure and facilities, and does not require a new Master Plan or Master Plan amendment.

C. Upon determination that the necessary information is complete, the Department shall review and analyze all available and relevant material and determine if alternative alignments or sites located outside of the Metro owned or managed regional park, natural area, or recreational facility are feasible.

Staff finding: Criterion satisfied. Based on applicant's and staff's analysis, Parks and Nature Department staff concur no reasonable alternative exists.

In 2011, Metro purchased property in the City of Happy Valley that was formerly owned by the Boy Scouts of America. The area is now managed and developed as the Scouters Mountain Nature Park.

That property is also home to several key infrastructure elements owned by the Sunrise Water Authority, including a 1,970 foot long 10-inch cast iron main connected to an above ground one million gallon concrete reservoir (built in 1971) and a 2,850 foot long 12-inch ductile iron main connected to a buried four million gallon concrete reservoir (built in 2005). Both sets of facilities are part of critical infrastructure serving water and fire protection to the City of Happy Valley, including water and fire service within the park. *See Attachment 2.*

The facilities built in 2005 have formal easements that encumbered Metro's purchase. However, the older pipeline and reservoir (built in 1971) were not part of a recorded easement.

D. If outside alternatives are not feasible, the Department shall determine if the proposal can be accommodated without significant impact to park resources, facilities or their operation and management. Proposals which cannot be accommodated without significant impacts shall be rejected. If the Department determines that a proposal could be accommodated without significant impacts, staff shall initiate negotiations with the applicant to resolve all issues related to exact location, legal requirements, terms of the agreement, mitigation requirements, fair market value, site restoration, cultural resources, and any other issue relevant to a specific proposal or park, natural area or recreational facility. The Department shall endeavor to complete negotiations in a timely and businesslike fashion.

Staff finding: Criterion satisfied. Department staff determined the proposal can be accommodated without significant impacts to natural resources or the operations and management of Metro property. Staff does not believe there are any outstanding issues related to exact location, legal requirements, terms of the agreement, mitigation requirements, fair market value, site restoration, cultural resources, and any other issue relevant to a specific proposal or park, natural area or recreational facility. Should the Metro Council approve the easement request, program staff will work with the Office of Metro Attorney to resolve any and all issues that arise.

E. Upon completion of negotiations, the proposed agreement, in the appropriate format, shall be forwarded for review and approval. In no event shall construction of a project commence prior to formal approval of a proposal.

Staff finding: Criterion satisfied. If the easement is approved by the Metro Council, the Office of Metro Attorney will draft and approve the easement document.

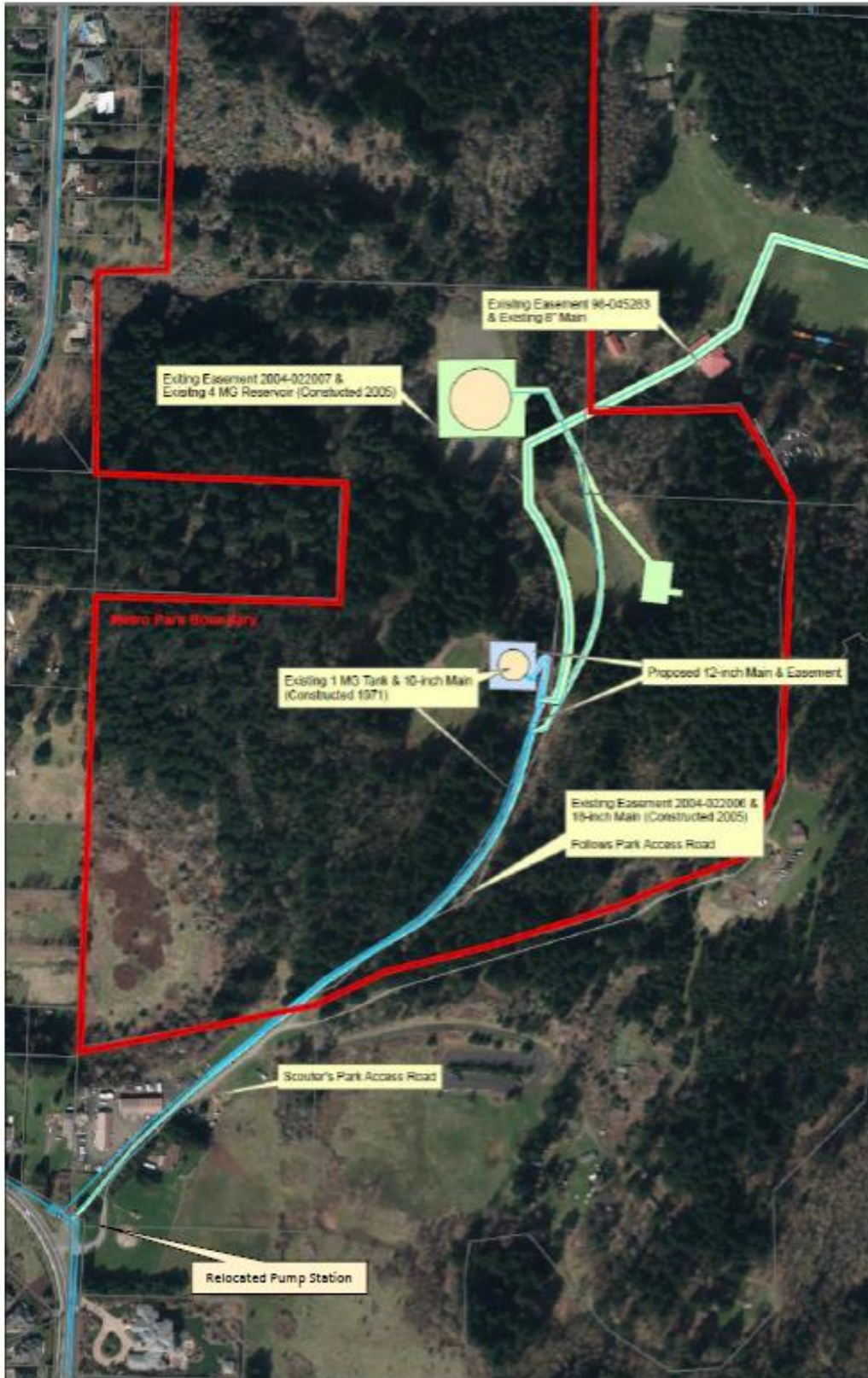
F. Upon completion of all Metro tasks and responsibilities or at intervals determined by the Department, and regardless of Metro Council action related to a proposed easement, right-of-way, or lease for a non-park use, the applicant shall be invoiced for all expenses or the outstanding balance on expenses incurred by Metro.

Staff finding: Criterion satisfied. Metro costs have been documented and the applicant will be billed for reimbursement. Applicant understands its obligations.

G. Permission from Metro for an easement or right-of-way shall not preclude review under applicable federal, state, or local jurisdiction requirements.

Staff finding: Criterion satisfied.

ATTACHMENT 2 TO STAFF REPORT
FOR RESOLUTION 17-4831



Site Map: Scouters Mountain Park

Agenda Item No. 5.2

Resolution No. 17-4829, For the Purpose of Declaring
Certain Property Surplus and Authorizing the Execution of a
Lease

Resolutions

Metro Council Meeting
Thursday, September 28, 2017
Metro Regional Center, Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF DECLARING CERTAIN) RESOLUTION NO. 17-4829
PROPERTY SURPLUS AND AUTHORIZING)
THE EXECUTION OF A LEASE) Introduced by Chief Operating Officer Martha
) Bennett

WHEREAS, Metro owns and occupies the Metro Regional Center campus, located at 600 NE Grand Avenue, Portland, Oregon 97232-2736 (the "MRC"), which includes a 4 level, 460 stall parking garage situated in the northeast corner of the MRC known as the "Irving Street Garage";

WHEREAS, the Irving Street Garage is currently operated by City Center Parking, with parking spaces available to both Metro employees and the general public on a monthly or daily basis;

WHEREAS, Don Rasmussen Company owns and operates the Land Rover Portland dealership ("Land Rover") currently located across the street from the MRC;

WHEREAS, Land Rover desires to lease the 4th Floor of the Irving Street Garage (the "Premises") at a rate that exceeds the revenue Metro currently generates from the 112 parking stalls located on the top deck of the structure;

WHEREAS, Metro does not use the Premises for its operations a desires to lease the Premises to Land Rover on the terms of the proposed lease attached as Exhibit A to this Resolution;

BE IT RESOLVED that the Metro Council hereby:

1. Declares the Premises surplus property because it is not needed for public use during the term of the proposed lease; and
2. Authorizes the Chief Executive Officer to enter into a lease agreement with Land Rover similar to the lease agreement attached as Exhibit A, or with those changes approved by the Office of Metro Attorney.

ADOPTED by the Metro Council this 28th day of September 2017.

Tom Hughes, Council President

Approved as to Form:

Alison R. Kean, Metro Attorney

PARKING LOT LEASE

This Parking Lease (“Lease”) is made and entered into effective as of September ____, 2017 (the “Effective Date”), by and between Metro, a municipal corporation and political subdivision of the state of Oregon, organized under ORS 268 and the Metro Charter (“Landlord”), and Don Rasmussen Company, an Oregon corporation (“Tenant”).

RECITALS

WHEREAS, Landlord is the owner of a parking structure located at _____, Portland, Oregon (the “Parking Garage”) and desires to lease the 4th Floor of the Parking Garage (the “Premises”) to Tenant for a period of two (2) years.

WHEREAS, Tenant is the owner of improved real property adjacent to the Premises, and desires to lease the Premises from Landlord, pursuant to terms of this Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

AGREEMENT

1. **Premises:** Landlord hereby leases to Tenant, and Tenant leases from Landlord, the Premises for the Lease Term (defined in Section 2, below), at the rental rate set forth in Section 3, and upon the conditions set forth in this Lease. Except upon an event of default (beyond any applicable notice, cure, and/or grace periods), Landlord shall not unreasonably obstruct or interfere with Tenant’s use or access to the Premises.
2. **Term:** The term of this Lease shall be eighteen months (the “Lease Term”) and shall commence on the Effective Date. The parties may, by mutual consent in writing by their duly authorized representatives, agree to extend the Lease Term for up to an additional eighteen months.
3. **Rent:** Upon execution of this Lease, Tenant shall pay to Landlord rent, without notice or demand and without abatement, deduction or setoff, in equal monthly installments of \$27,040.00, in advance on the first day of each month at the office of Landlord or such other place as Landlord may designate. Payments for partial months shall be prorated based on a 30-day month and Tenant shall pay fixed minimum rent for the initial month of the Lease Term upon its execution of this Lease. In the event the parties agree to extend the Lease Term, as provided for in Section 2, the rental rate shall increase to \$28,392.00 per month.
4. **Use, Condition and Maintenance of Premises:**
 - (a) The Premises shall be used and occupied solely for parking lot purposes to provide parking of automobiles that Tenant sells, leases, loans, or services as part of Tenant’s car dealership business. Tenant may not use the Premises for any other purpose without the prior

written consent of Landlord, which consent may be withheld or delayed in Landlord's sole and absolute discretion.

(b) Tenant hereby accepts the Premises "as-is", in its condition existing as of the Effective Date, subject to all applicable zoning, municipal, county and state laws, ordinances and regulation governing and regulating the use of the Premises, and any covenants or restrictions of record provided Tenant has been given copies of such covenants and restrictions of record prior to the date of this Lease.

(c) Tenant, at its expense, shall clean and sweep the Premises, remove leaves and clean out drains on an annual basis, and keep the Premises free from trash and debris. Tenant shall also keep the Tenant Improvements in good condition and repair during the Term of this Lease. Without limiting the foregoing, Landlord expressly acknowledges and agrees that Tenant shall have no responsibility or liability hereunder for addressing the leaks from the 4th Floor of the Parking Garage into the lower levels of the Parking Garage.

(d) Landlord shall have the right, but not the obligation, to access the Premises and perform any repairs, alterations, replacements, and improvements it reasonably deems necessary to keep the Premises and the Parking Garage in good repair and condition provided (a) it gives Tenant not less than forty-eight (48) hours' prior written notice of its intent to access the Premises (except that, in the event of an emergency, it shall only be required to give such prior notice, if any, as may be reasonable under the circumstances) and (b) it uses reasonable efforts to minimize the scope and duration of any interference with Tenant's use.

(e) Except as set forth in Section 5 below, Tenant shall make no alteration, additions, or improvements to the Premises.

5. Tenant Improvements and Alterations:

(a) Tenant shall be entitled, but not obligated, to make the modifications to the Premises (the "Tenant Improvements") pursuant to the "Tenant Improvement Work Letter" attached as Exhibit A to this Lease. All Tenant Improvements shall be completed lien-free. Upon the Effective Date of this Lease, Landlord shall deliver possession of the Premises to Tenant for installation by Tenant of its Tenant Improvements pursuant to the Tenant Improvement Work Letter. The Tenant Improvements shall be subject to Landlord's approval as provided in the Tenant Improvements Work Letter and shall be constructed in a good and workmanlike manner and in compliance with all applicable laws and all other provisions of this Lease, including all of the insurance requirements under this Lease.

(b) Tenant shall not make or permit to be made any alterations, additions or improvements ("Alterations") to the Premises without the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion except that Landlord shall not unreasonably withhold, condition, or delay its approval of any proposed re-stripping of the parking areas in the Premises (provided such re-stripping matches existing striping layout) or the installation of the following security measures and devices to protect automobiles parked in the Premises: (i) elevator lock-out capability to restrict access to 4th floor of parking

garage; (ii) roll-up doors at bottom of both vehicle ramps from 3rd floor of parking garage; (iii) lockable from the inside (unlocked from outside on top floor) steel doors at the 4th floor entrances to three fire escape stairwells in parking garage; and (iv) additional chain link screening to close open spaces at vehicle ramps). Together with any request for consent to any Alteration, Tenant shall submit to Landlord plans and specifications for the proposed work and the name of the general contractor and/or subcontractors that will be performing the work. For all elevator-related work, Tenant agrees to utilize Landlord's current elevator contractor, which information will be provided to Tenant upon request. Landlord may grant or withhold its consent or may impose as conditions to its consent such requirements as Landlord deems necessary, in its sole judgment, to protect its interests and to make the proposed Alterations compatible and comparable with the quality, design and structural characteristics of the Parking Garage except that Landlord shall not unreasonably condition, its approval of any proposed re-striping of the Premises or the addition of further security measures and devices to protect the automobiles stored in the Premises. All Alterations shall be constructed in a good and workmanlike manner and in compliance with all applicable laws and all other provisions of this Lease.

(c) All Tenant Improvements and Alterations constructed and installed by Tenant shall, when made, become the property of Landlord, and at the expiration or termination of this Lease shall be surrendered to Landlord in as good order as when installed, ordinary wear and tear and damage due to casualty excepted. Notwithstanding the forgoing, Landlord may, at its option, notify Tenant at any time that Tenant will be required to remove some or all of its Tenant Improvements or Alterations from the Premises upon the expiration or termination of this Lease, and in that event, Tenant shall remove those Tenant Improvement and Alterations from the Premises upon the expiration or termination of the Lease and shall repair or restore the Premises to their original condition prior to the installation of such Alterations, ordinary wear and tear and damage due to casualty excepted.

6. Taxes; Utilities:

(a) Tenant shall pay when due all personal property taxes assessed against its personal property or equipment on the Premises. In the event any ad valorem real property taxes are assessed against the Premises as a result of this Lease, Tenant shall pay such charges assessed against the Premises. In no event shall Tenant have any obligation to pay any income, gross receipts, profits, or franchise tax levied upon the income derived by Landlord from this Lease.

(b) Landlord shall pay when due all charges for services and utilities incurred in connection with the use, occupancy, operation, and maintenance of the Premises, including without limitation charges for electricity. Utilities for the Premises are not separately metered; Landlord estimates that utility costs attributable to the Premises are approximately \$200.00 per month, which amount has been included in the rent referenced in Section 3. To the extent that the monthly utility charges exceed the estimated \$200.00 per month during the Lease Term, Landlord shall notify Tenant and Tenant shall pay any excess charges Landlord reasonably attributes to Tenant's actual use within thirty (30) days following Tenant's receipt of an invoice therefor.

7. Tenant Insurance; Indemnity:

(a) During the term of this Lease, Landlord shall maintain in full force a policy or policies of standard multi-peril insurance covering the Premises for the perils of fire, lightening, windstorm, and other perils commonly covered in such policies. Landlord typically insures property with a high deductible program (currently \$500,000) and will seek reimbursement of the deductible for property losses arising under the Tenant Indemnity obligation in this Section 7(c).

(b) Tenant shall at its own expense during the Term carry in full force and effect (i) the most recently approved ISO commercial general liability insurance policy, its equivalent, or a Garagekeepers policy written on an occurrence basis, with limits not less than One Million Dollars (\$1,000,000) per occurrence. The policy will include coverage for bodily injury, property damage, personal injury, contractual liability, and premises. Tenant's coverage will be primary as respects Landlord; (ii) a business automobile liability insurance covering owned, non-owned, and hired vehicles with a limit of not less than One Million Dollars (\$1,000,000); (iii) workers' compensation insurance meeting Oregon statutory requirements including employer's liability with limits not less than One Million Dollars (\$1,000,000) per accident or disease; and (iv) Two Million Dollars (\$2,000,000) excess or umbrella insurance bringing the total per claim limit for auto, commercial general liability. Landlord, its elected officials, departments, employees, and agents shall be named as additional insureds on the commercial general liability, automobile, and excess policies. Tenant shall provide to Landlord thirty (30) days' notice of any material change or policy cancellation (only ten (10) days' notice shall be required in the event of cancellation due to non-payment of the premium). On or before the Effective Date, Tenant shall furnish Landlord with a certificate of insurance complying with the requirements of this Section 7. Tenant shall provide updated certificates of insurance annually.

(c) Except for those claims waived pursuant to Section 7(f) below, Tenant shall indemnify, defend, and save harmless Landlord from any and all liability, damage, expenses, attorneys' fees, causes of actions, suits, claims, or judgments, arising out of or connected with (i) the use, occupancy, management or control by Tenant or Tenant's agents, invitees, employees or contractors of the Premises, and (ii) any failure of Tenant to comply with the terms of this Lease; provided, however, that Tenant shall not be liable for claims to the extent caused by the negligence or willful misconduct of Landlord or Landlord's agents, employees or contractors. Tenant shall, at its own cost and expense, defend any and all suits that may be brought against Landlord either alone or in conjunction with others upon any such above mentioned cause or claim, and shall satisfy, pay, and discharge any and all settlements paid by or judgments that may be entered against Landlord, regardless of whether a lawsuit is actually filed.

(d) Except for those claims waived pursuant to Section 7(f) below, Landlord shall indemnify, defend, and save harmless Tenant from any and all liability, damage, expenses, attorneys' fees, causes of actions, suits, claims, or judgments, arising out of or connected with (i) Landlord or its agents, invitees, employees or contractors' negligence or willful

misconduct, and (ii) any failure of Landlord to comply with the terms of this Lease. Landlord shall, at its own cost and expense, defend any and all suits that may be brought against Tenant either alone or in conjunction with others upon any such above mentioned cause or claim, and shall satisfy, pay, and discharge any and all settlements paid by or judgments that may be entered against Tenant, regardless of whether a lawsuit is actually filed.

(e) Any contract between Tenant and a contractor for work on behalf of Tenant at the Premises shall require (i) the contractor to indemnify, save and hold Landlord and Tenant harmless from and against and free and clear of all claims, suits, actions, and damages which may arise, occur or result from work performed by said contractor; and (ii) the contractor to name Landlord and Tenant as additional insureds on contractor's policy of insurance and furnish Landlord and Tenant with a certificate of insurance evidencing such coverage.

(f) Any policy or policies of property insurance which either party obtains in connection with the Premises or Tenant's personal property therein shall include a clause or endorsement denying the insurer any rights of subrogation against the other party to the extent rights have been waived by the insured prior to the occurrence of injury or loss. Landlord and Tenant waive any rights of recovery against the other for damage to such party's property arising from any occurrence that would be covered by a special form policy of property insurance for the full replacement cost of the applicable item, whether or not such insurance is actually carried by such party. However, the waiver of claims herein shall not apply to Landlord's right to recover from Tenant the deductible on Landlord's property insurance policy up to a maximum of Five Hundred Thousand and 00/100 Dollars (\$500,000.00).

8. Tenant's Obligations:

(a) Tenant agrees to fully comply, at its expense, with all applicable zoning, laws, regulations, ordinances and requirements of any public authority governing and regulating the use and occupancy of the Premises, and all conditions, covenants and restrictions of record now or hereafter in force.

(b) Tenant shall refrain from any activity that would be unreasonably offensive to Landlord or to owners or users of the adjoining premises, or that would tend to create a nuisance or damage the reputation of the Premises or of any such buildings. Without limiting the generality of the foregoing, Tenant shall not permit any unreasonable noise or odor given Tenant's permitted use to escape or be emitted from the Premises, nor permit the use of flashing (strobe) lights, nor permit the sale or display of offensive materials as reasonably determined by Landlord.

(c) Tenant shall refrain from making any marks on or attaching any sign, insignia, antenna, window covering, aerial, or other device to the exterior or interior walls, windows, or roof of the Premises without the written consent of Landlord, which consent may be withheld, conditioned, or delayed in Landlord's sole and absolute discretion.

(d) Tenant shall pay as due all claims for work done on or for services rendered or material furnished to the Premises on the Tenant's behalf, and shall keep the Premises free from any liens other than liens created by Landlord. If Tenant fails to pay such claim or to discharge any lien created or suffered by Tenant, Landlord may do so and collect such amount as additional rent. Such payment by Landlord shall not constitute a waiver of any right or remedy Landlord may have because of Tenant's default.

(e) Tenant shall comply with any reasonable rules respecting the use of the Premises, which may be promulgated by Landlord from time to time and communicated to Tenant in writing, provided that such rules do not materially increase Tenant's operating costs or materially increase Tenant's obligations under this Lease or conflict with the terms and provisions of this Lease.

(f) Tenant shall not generate, release, store, or deposit on the Premises any environmentally hazardous or toxic substances, materials, wastes, pollutants, oils, or contaminants, as defined or regulated by any federal, state, or local law or regulation or any other Law (collectively, "Hazardous Substances"). If Tenant knows, or has reasonable cause to believe, that any Hazardous Materials have come to be located on or beneath the Premises or adjacent lands, Tenant must immediately give written notice of that condition to Landlord. Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all claims, losses, damages, response costs, and expenses of any nature whatsoever (including without limitation attorneys', experts', and paralegals' fees) arising out of or in any way related to the generation, release, storage, or deposit of Hazardous Substances on the Premises or on Landlord's property by Tenant in violation of this Lease or applicable laws. Landlord acknowledges, however, that a variety of Hazardous Substances are present in automobiles and that small quantities of such Hazardous Substances leaking from automobiles will not be deemed to violate this Lease.

9. Default by Tenant: The following shall be events of default by Tenant:

(a) Payment Default. Failure of Tenant to make any rent or other payment under this Lease within five (5) days after it is due. After the first payment default by Tenant only, Landlord shall give Tenant notice and five (5) business days following such notice to cure such default. Any late payments of rent or other payments to be made by Tenant under this Lease shall accrue interest at a default interest rate of 10% per annum.

(b) Unauthorized Transfer. Tenant makes any assignment or sublease of all or part of the Premises in violation of Section 15, below.

(c) [Intentionally Deleted].

(d) Default in Other Covenants. Failure of Tenant to comply with any other term or conditions or to fulfill any other obligations of this Lease within thirty (30) days after written notice by Landlord specifying the nature of the default with reasonable particularity. However, if the nature of Tenant's obligation is such that more than thirty (30) days are reasonably required for performance then Tenant shall not be in default if Tenant commences

performance within such 30-day period and thereafter diligently prosecutes the same to completion within a reasonable period.

10. Default by Landlord: Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time. However, Landlord shall perform its obligations within thirty (30) days after receiving written notice from Tenant specifying with reasonable particularity where and how Landlord has failed to perform its obligations. However, if the nature of Landlord's obligation is such that more than thirty (30) days are reasonably required for performance then Landlord shall not be in default if Landlord commences performance within such 30-day period and thereafter diligently prosecutes the same to completion.

11. Remedies on Default: Upon default, Landlord may terminate this Lease and exercise any one or more of the following remedies, as well as any other remedy available under applicable law:

(a) Landlord may reenter and retake possession of the Premises either by summary proceedings, force, any other applicable action or proceeding, or otherwise, all without notice to Tenant except as may be required by law or this Lease. Landlord may use the Premises for Landlord's own purposes or relet it upon any reasonable terms without prejudice to any other remedies that Landlord may have by reason of Tenant's default. None of these actions will be deemed an acceptance of surrender by Tenant.

(b) Whether or not Landlord retakes possession or relets the Premises, Landlord may recover all damages caused by the default (including but not limited to unpaid rent, attorneys' fees relating to the default, and costs of reletting). Landlord may sue periodically to recover damages as they accrue during the remainder of the lease term without barring a later action for further damages. Landlord may at any time bring an action for accrued damages, plus damages for the remaining lease term equal to the difference between the rent specified in this Lease and the reasonable rental value of the Premises for the remainder of the term, together with interest thereon at the interest rate discounted to the time of judgment at the rate of 1 percent per annum over the discount rate of the Federal Reserve Bank of San Francisco as of the date of such judgment.

(c) Without prejudice to any other remedy for default, Landlord may perform any obligation or make any payment required to cure a default by Tenant. The cost of cure, including reasonable attorney's fees and all disbursements, shall immediately be repaid by Tenant upon demand.

12. Loss or Damage to Premises; Injury to Tenant Property:

(a) In case of any material loss of or damage to the Premises as the result of fire, storm or other casualty, Tenant may abandon the operation and terminate this Lease by giving at least thirty (30) days' prior written notice to Landlord. Landlord shall be entitled to receive its rent for the period prior to such termination; provided, however, that rent shall be pro-rated and owed only for the portion of the Premises that are suitable for parking. To the extent

Tenant does not terminate this Lease following a loss of or damage to the Premises, Tenant's rent shall be equitably adjusted to account for any portion of the Premises not reasonably capable of being used for the parking of automobiles.

(b) Landlord shall not be liable for any injury to the goods, stock, merchandise, or any other property of Tenant or to any person in or upon the Premises or to the leasehold improvements in the Premises resulting from fire or collapse of the Building or any portion thereof or any other cause, including but not limited to damage by water or gas, or by reason of any electrical apparatus in or about the Premises. Tenant shall carry adequate insurance coverage at its sole cost and expense to cover the risks described in this Section 12.

13. Surrender at Expiration:

(a) Condition of Premises. Upon expiration or sooner termination of the Term, Tenant shall surrender the Premises in good condition. Depreciation and wear from ordinary use for the purpose for which the Premises was let and damage due to casualty need not be restored, but all repair for which Tenant is responsible shall be completed to the latest practical date prior to such surrender.

(b) Personalty. Upon expiration of the Lease, Tenant shall remove all of its personal property from the Premises and restore any damage caused by such removal. If Tenant fails to do so, Landlord may effect a removal and place the property in storage for Tenant's account. Tenant shall be liable to Landlord for the cost of removal, restoration, transportation to storage, and storage, with interest on all such expenses.

(c) Holdover. If Tenant does not vacate the Premises at the time required, Landlord shall have the option to treat Tenant as a tenant from month to month, subject to all of the provisions of this Lease (except that the term will be month to month and monthly rent will be 125 percent of the amount of rent then being paid by Tenant), or to eject Tenant from the Premises and recover damages caused by wrongful holdover. Failure of Tenant to remove equipment or personal property which Tenant is required to remove under this Lease shall constitute a failure to vacate to which this paragraph shall apply if the property not removed substantially interferes with occupancy of the Premises by another tenant or with occupancy by Landlord for any purpose including preparation for a new tenant. If a month-to-month tenancy results from a holdover by Tenant, the tenancy shall be terminable at the end of any monthly rental period on written notice from Landlord given not less than ten (10) days prior to the termination date which shall be specified in the notice. Tenant waives any notice which would otherwise be provided by law with respect to month-to-month tenancy.

14. Quiet Enjoyment: So long as there is not then an event of default by Tenant under this Lease, Tenant shall peaceably and quietly have, hold and enjoy the Premises without hindrance, ejection or interference by Landlord or any person lawfully claiming through or under Landlord, subject however to the provisions of this Lease.

15. No Assignment; Successors: Tenant shall not assign this Lease or sublet all or part of the Premises without the prior written consent of Landlord which may be withheld in Landlord's

sole and absolute discretion except that Landlord's consent shall not be required in connection with Tenant's assignment of this Lease to an entity that acquires all or substantially all of the assets of Tenant. Subject to the foregoing, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

- 16. SNDA; Estoppels.** Tenant agrees to subordinate its rights under this Lease in writing to the lien of any future deed of trust encumbering the Premises, within twenty (20) days of request, provided the form of the agreement is commercially reasonable and lender agrees not to disturb Tenant's rights hereunder so long as Tenant is not in default under this Lease beyond applicable cure periods. Within ten (10) days after written request of either party, the receiving party agrees to execute and deliver to the requesting party (or its current or prospective lender or a prospective purchaser of its property), an estoppel certificate stating (a) whether this Lease is in full force and effect, (b) any modifications to this Lease, (c) whether any defaults exist under the terms of this Lease, and (d) such other information as may be reasonably requested. If the Property is sold or otherwise transferred by Landlord or any successor to Landlord, Tenant shall attorn to the purchaser or transferee and recognize it as the landlord under this Lease.
- 17. Relationship of the Parties:** No partnership, joint venture, or employment relationship between the parties is created by this Lease.
- 18. Force Majeure:** Neither party shall be in violation of this Lease for failure to perform any of its obligations by reason of strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, acts of the public enemy, acts of public authority, weather conditions, riots, rebellion, accidents, sabotage or any other circumstances for which it is not responsible and which are not within its control. No rent shall be due to Landlord if Tenant suspends operation for any such cause or event.
- 19. Governing Law:** The Lease shall be governed by and construed in accordance with the laws of the State of Oregon.
- 20. Waivers:** No waiver of default by either party of any term, covenant or condition hereof.
- 21. Severability:** If any provision hereof is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision hereof, provided such invalidity does not materially prejudice either party in its rights and obligations contained in the valid provisions of this Lease.
- 22. Notices:** Any notice or communication to either party shall be given by personal service or by express delivery, or by mailing the same, postage prepaid, by United States registered or certified mail, return receipt requested, to the following addresses and shall be deemed properly delivered, given or served as follows: (a) the next business day when deposited with FedEx or other overnight delivery service with all delivery charges paid or accounted for, provided such notice is deposited with the courier service in time for delivery by no later than 5:00 p.m. on the next business day; or (b) on the date transmitted if sent by facsimile;

provided such notice is transmitted to the recipient by 5:00 p.m. on a business day, otherwise it shall be deemed delivered or sent on the next business day; or (c) two (2) business days after being mailed by certified or registered mail, postage prepaid. As used herein, "business day" means Monday through Friday, excluding federal or state holidays.

TO TENANT: Land Rover Portland
720 NE Grand Avenue
Portland, Oregon 97232
Attn: Dan Muggli

TO LANDLORD: Metro
Martha J. Bennett, Chief Operating Officer
600 NE Grand Ave.
Portland, OR 97232

WITH A COPY TO: Office of Metro Attorney
600 NE Grand Ave.
Portland, OR 97232

Either party may designate a substitute address at any time hereafter by written notice to the other party.

23. Entire Agreement: This Lease, together with all exhibits hereto, constitutes the entire agreement between the parties, and supersedes all representations, statements or prior agreements and understandings both written and oral with respect to the matters contained in this Lease and exhibits hereto. No person has been authorized to give any information or make any representation not contained in this Lease. This Lease may be amended only by written agreement of the parties.

The parties hereto have executed this Lease as of the Effective Date.

LANDLORD:

Metro, a municipal corporation

TENANT:

Don Rasmussen Company,
an Oregon corporation

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

EXHIBIT A

Tenant Improvement Work Letter

Tenant shall be entitled to install, at its sole cost and expense, (a) a lockable pull chain across the two vehicle ramps in order to limit access to the Premises and (b) signage notifying other users of the Parking Garage that the Premises are reserved to the exclusive use of Tenant. Prior to installing any such signage, Tenant shall submit plans to Landlord for its approval showing the proposed size, design, location, and method of attachment to the Building for such signage. Landlord's approval of such plans shall not be unreasonably withheld or conditioned. In the event Landlord does not provide its reasonable objections to such plans within twenty (20) days following receipt, Landlord will be deemed to have approved same. Tenant shall install such signage in accordance with the approved, or deemed approved, plans. Tenant shall be responsible for obtaining, at its sole cost and expense, any permits required for installation of its signage.

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 17-4829, FOR THE PURPOSE OF DECLARING CERTAIN PROPERTY SURPLUS, AUTHROIZING THE EXECUTION OF A LEASE, AND EXEMPTING THE TENANT FROM PAYING EXCISE TAX

Date: September 14, 2017

Prepared by: Rory Greenfield,
MRC Building Manager
503-797-1815

BACKGROUND:

Adjacent to the Metro Regional Center, located at 600 NE Grand Avenue, Portland, OR 97232-2736 (the "MRC") is a 4 level, 460 stall public parking garage referred to as the "Irving Street Garage".

Metro has owned and contracted out the operation of this garage in some form since the agency occupied the MRC in 1992. The garage caters to customers seeking monthly and daily parking and is used by visitors to the Lloyd District and MRC, employees of businesses within the Lloyd District, and Metro employees. Current rates are set to be within 90% of the Lloyd District average for monthly parking and within 80% of the Lloyd District average for daily rates published in Go Lloyd's annual Lloyd District Parking Study.

Metro's rates are currently \$90.00 per month and \$7.00 per day. FY 14-16 data indicates that annually, the Irving Street garage produces an average revenue of \$802,000 for Metro. Approximately 50% of this revenue comes from daily parkers and the other 50% from monthly parkers.

Land Rover Portland, located next to the MRC at 720 NE Grand Ave, Portland, OR 97232, requires temporary additional parking to house their inventory until a new dealership facility is completed. As such, they have asked to lease the entire 4th floor of the Irving Street Garage which consists of 122 parking spaces

Metro has enjoyed a working relationship with Land Rover Portland for several years. The dealership currently leases 50 spots on the first and second levels to park inventory and vehicles undergoing service in their service department.

Staff analyzed current revenues, rates and occupancy types and proposed a lease rate for the fourth floor that would increase annual revenues to Metro. If approved by the Metro Council, the proposed lease will provide a rate of \$220 per space and result in an annual increase in revenue of \$144,000.

ANALYSIS/INFORMATION

1. **Known Opposition** – None
2. **Legal Antecedents** - Metro Code section 2.04.026(2) requires Metro Council approval for any contract to lease any real property owned by Metro.

ORS Chapter 279.826 allows public agencies to lease real or personal property not needed for public use.

Metro Code section 7.01.020 provides for users of Metro facilities to pay excise tax, unless exempted as provided therein.

3. **Anticipated Effects** – the fourth floor of the Irving Street Garage will be occupied exclusively by Land Rover Portland.

Metro employees with monthly parking passes will not be affected by this lease agreement.

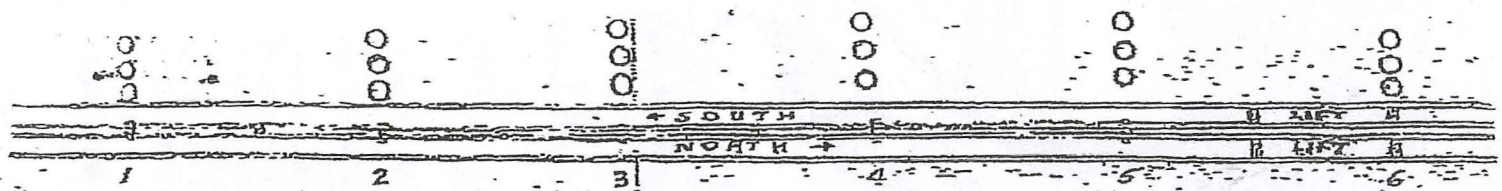
Daily parking for anyone wishing to use the garage will still be available although at a lesser capacity.

4. **Budget Impacts** – An annual increase in revenue from the parking garage of \$144,000 is expected for Metro as a result of this agreement. Metro intends to dedicate these funds to critical MRC Campus repairs and upgrades which cannot otherwise be funded by the General Fund.

RECOMMENDED ACTION

The Chief Operating Officer recommends approval of the proposed resolution.

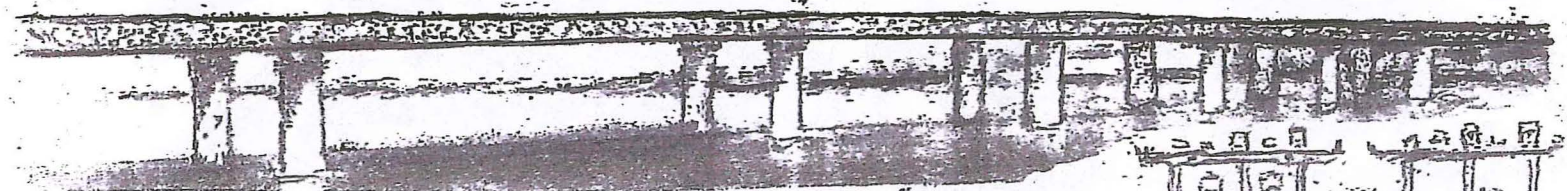
Materials following this page were distributed at the meeting.



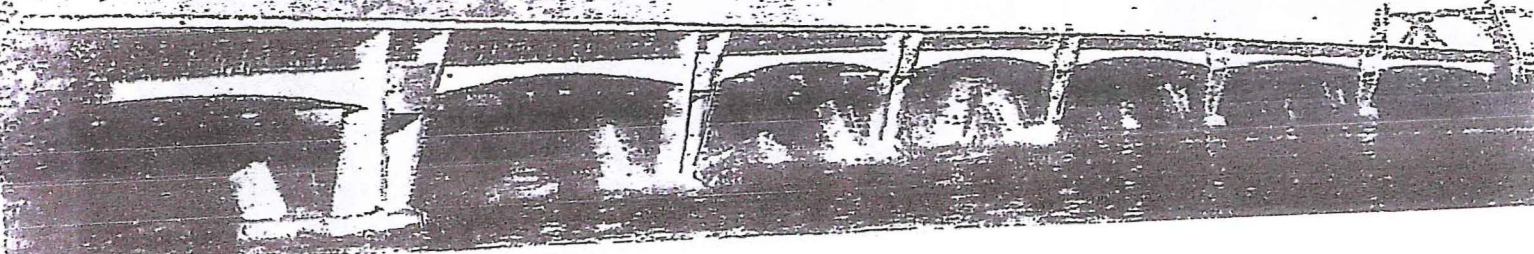
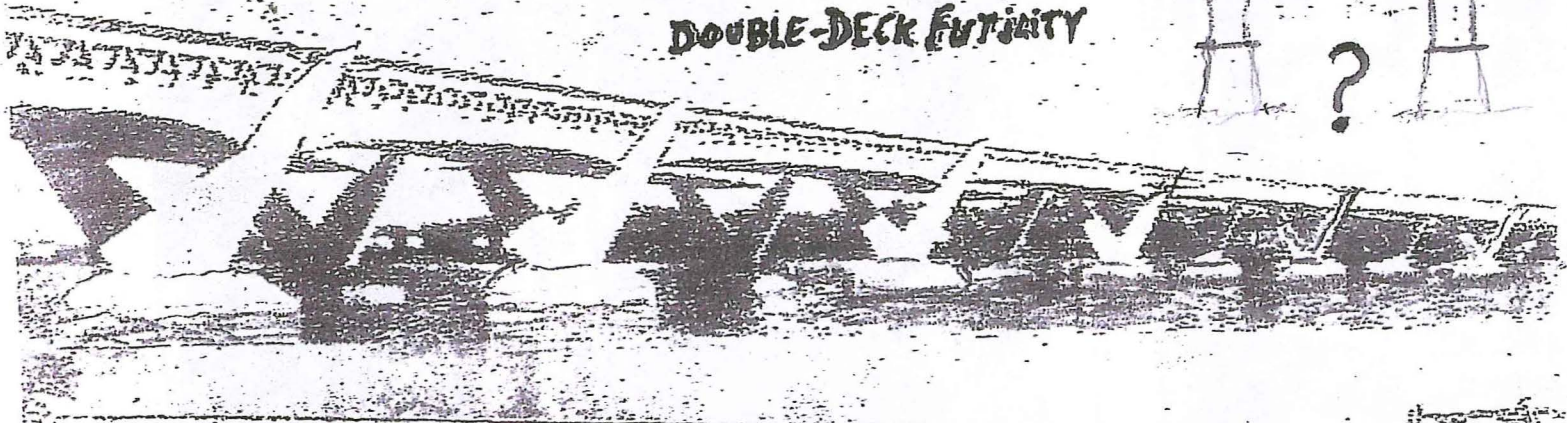
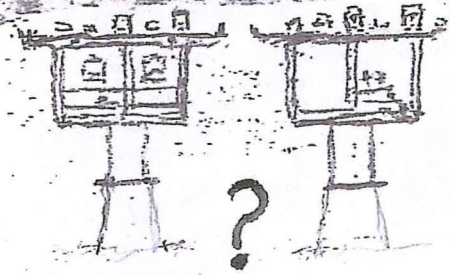
the "GEMSTONE BRIDGE"



- SINGLE-DECK -

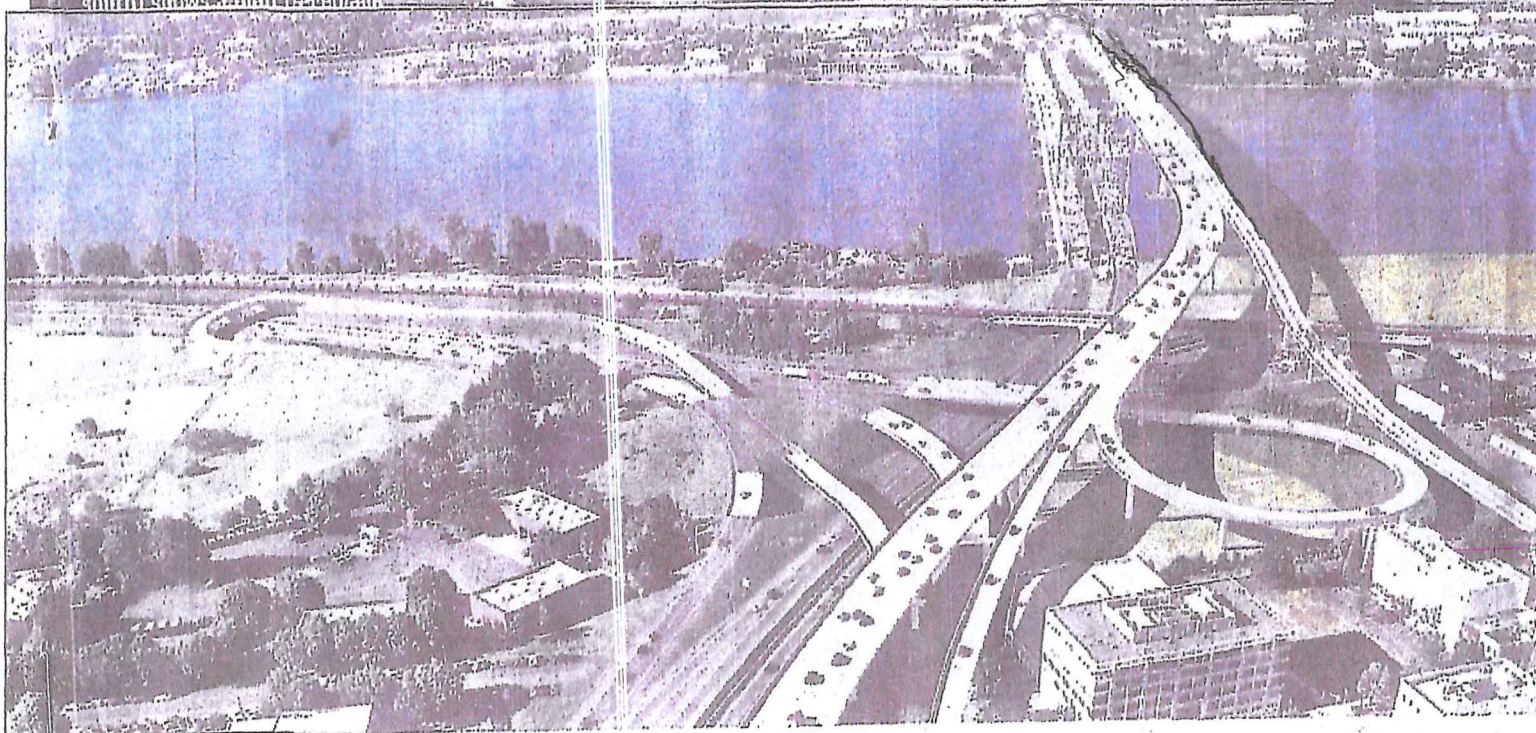


DOUBLE-DECK FUTURE



BRIDGE FACES A WIDE GULF

An artist's rendering (looking south) shows a plan to build

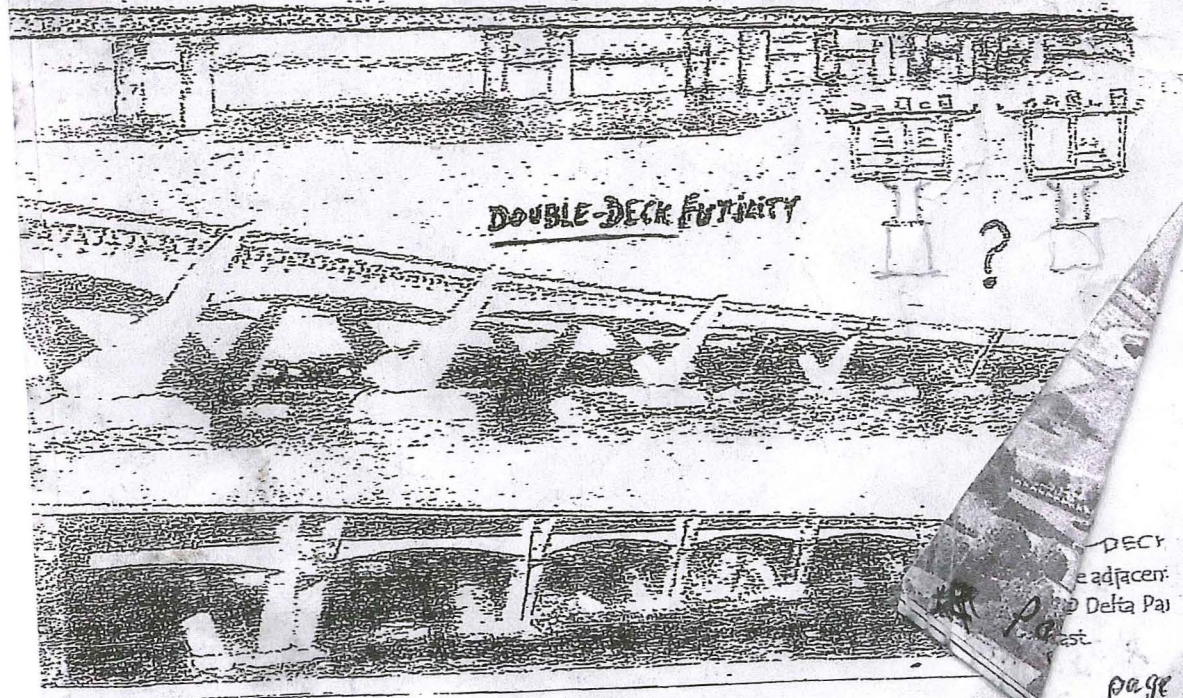
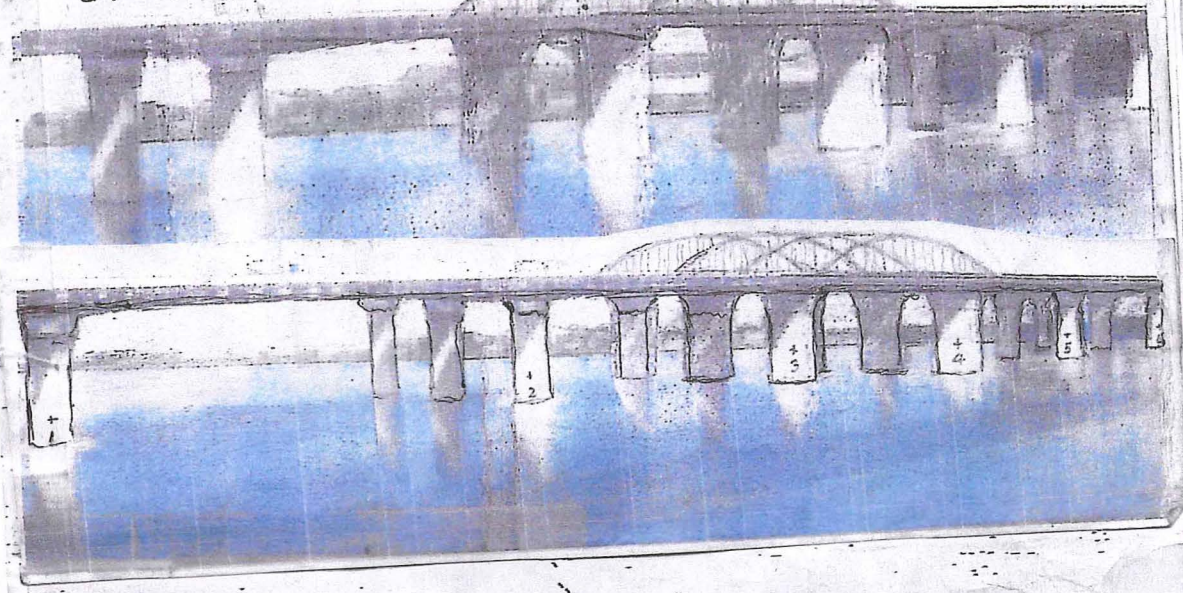


river crossing plan -2008-

Even the Portland City Council has taken a stand, saying it will only support an option that includes a new light-rail line to Vancouver.

Rex Burkholder, a Metro Council member serving on the 39-member Columbia River Crossing Task Force that developed the five options, isn't surprised people didn't wait for the release of the study before making up their minds.

THE GEMSTONE BRIDGE
SINGLE-DECK

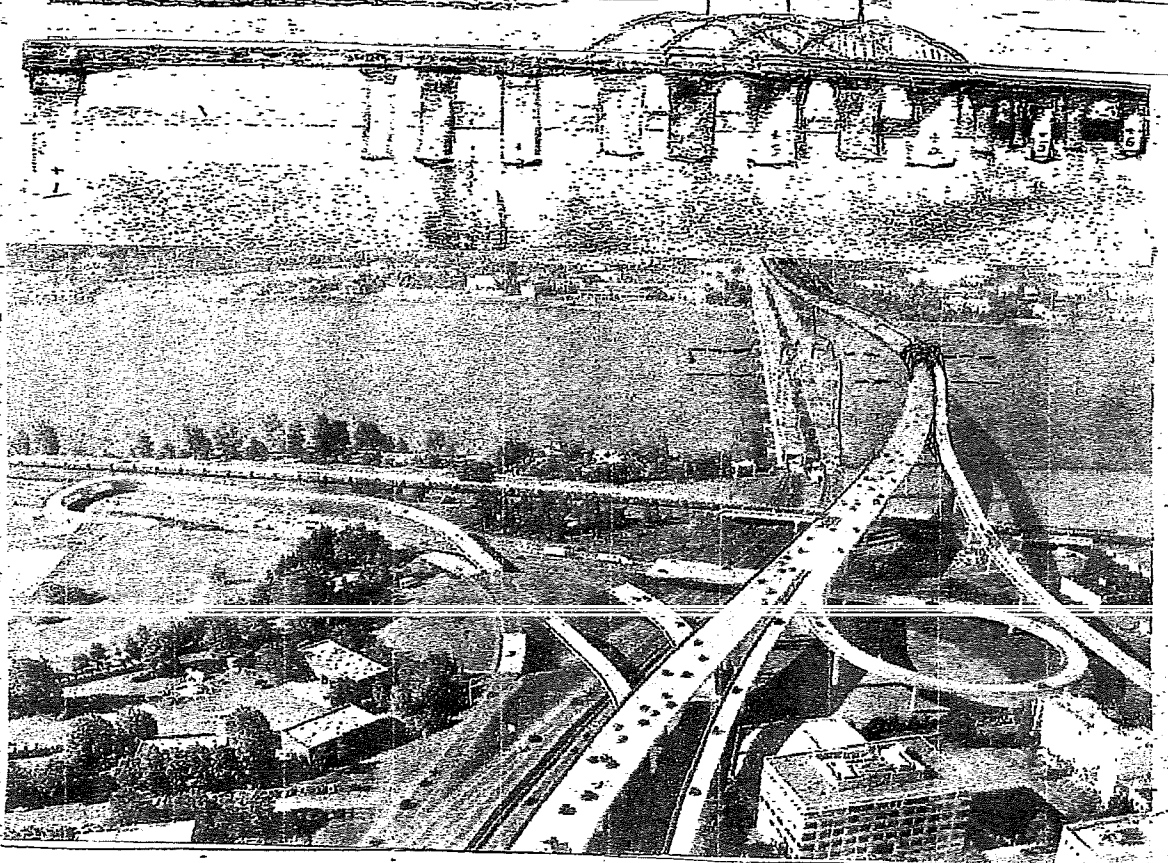
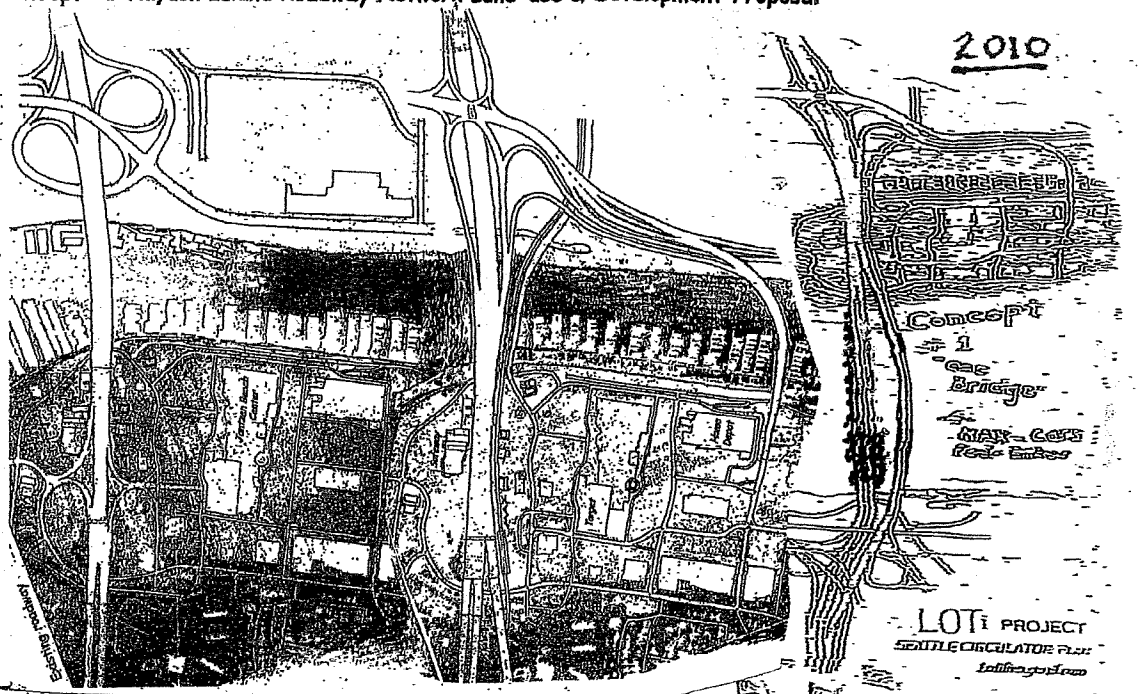


DOUBLE-DECK FUTURE

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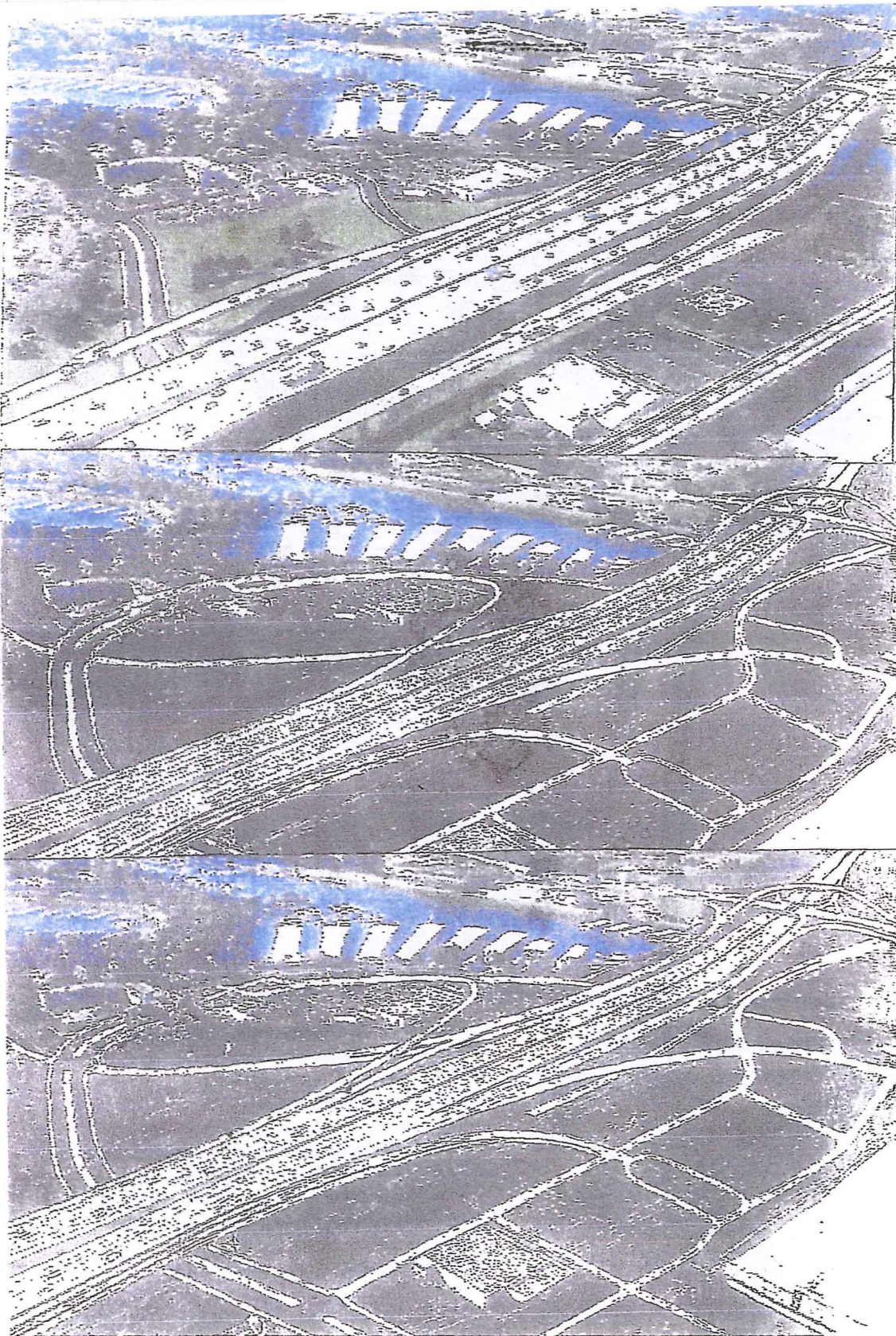
Concept #1 Hayden Island Roadway Network Land-use & Development Proposal

2010



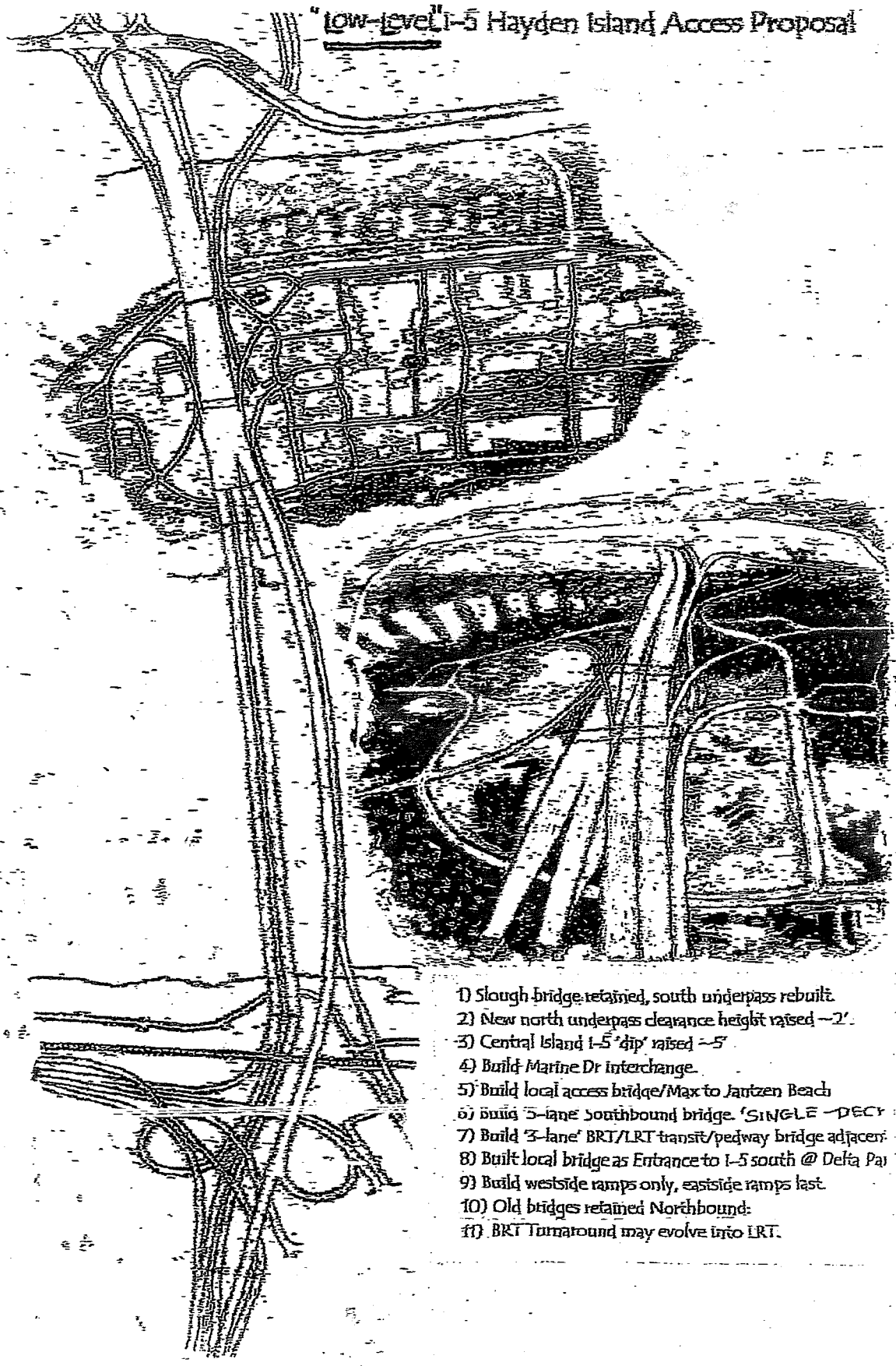
Original

Original



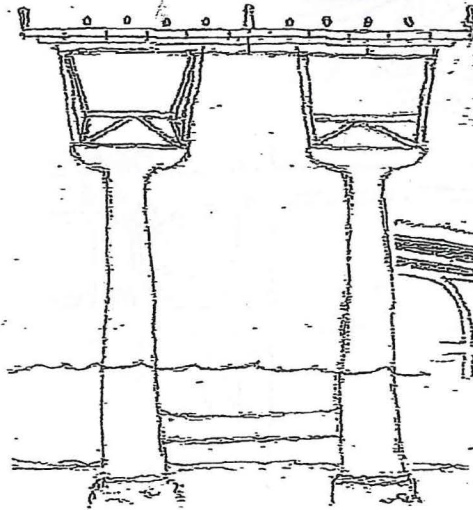
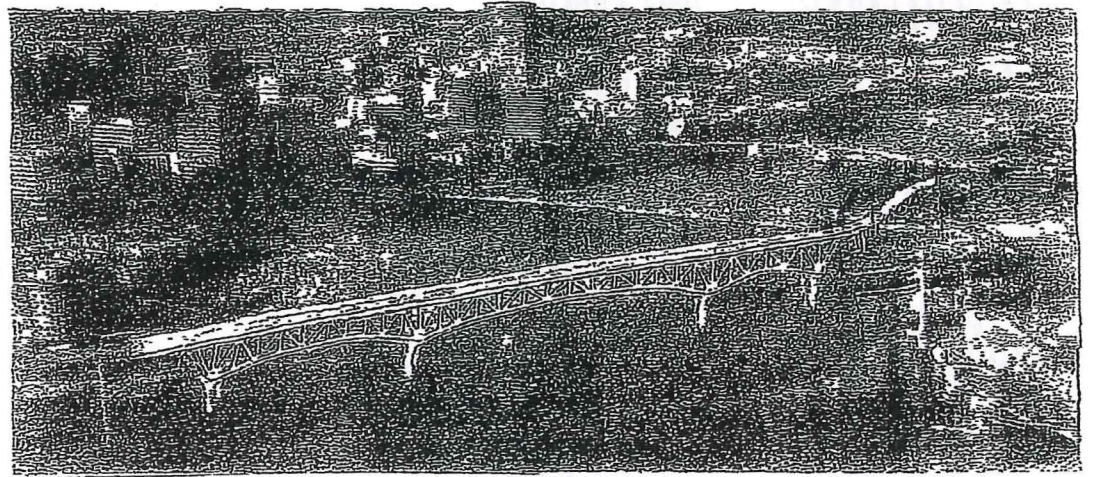
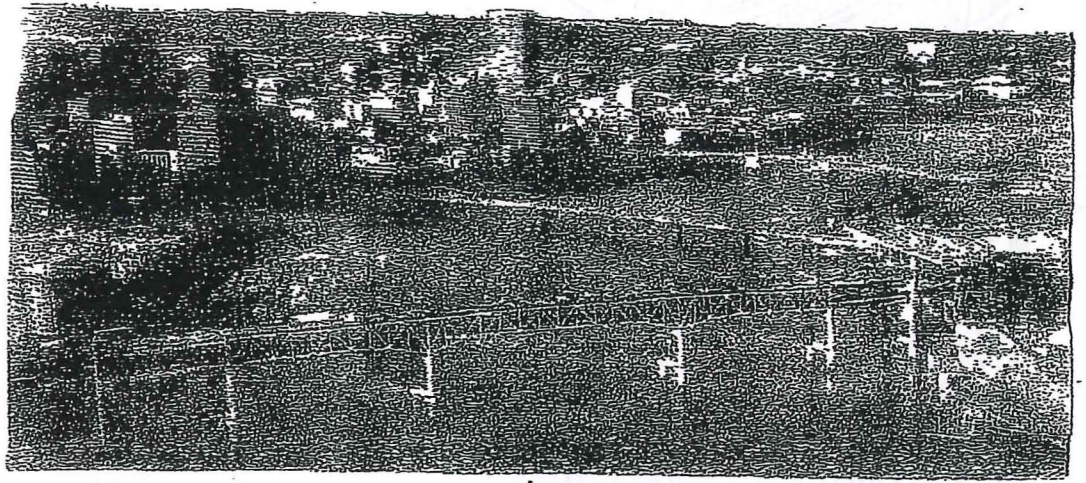
"low-level" I-5 Hayden Island Access Proposal

Original

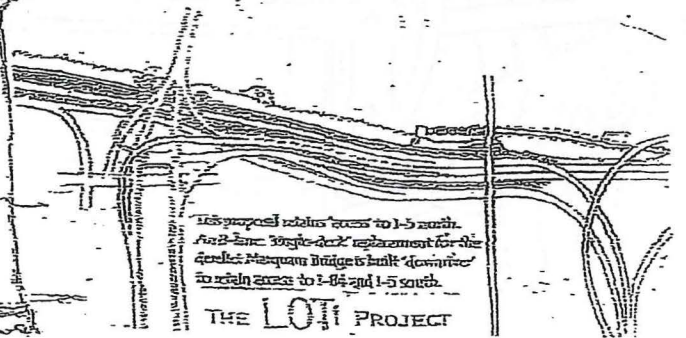


- 1) Slough bridge retained, south underpass rebuilt.
- 2) New north underpass clearance height raised ~2'.
- 3) Central Island I-5 'dip' raised ~5'
- 4) Build Marine Dr interchange.
- 5) Build local access bridge/Max to Jantzen Beach
- 6) Build 3-lane southbound bridge. 'SINGLE DECK'
- 7) Build '3-lane' BRT/LRT transit/pedway bridge adjacent.
- 8) Build local bridge as Entrance to I-5 south @ Defia Pal
- 9) Build westside ramps only, eastside ramps last.
- 10) Old bridges retained Northbound.
- 11) BRT Turnaround may evolve into LRT.

10
Q



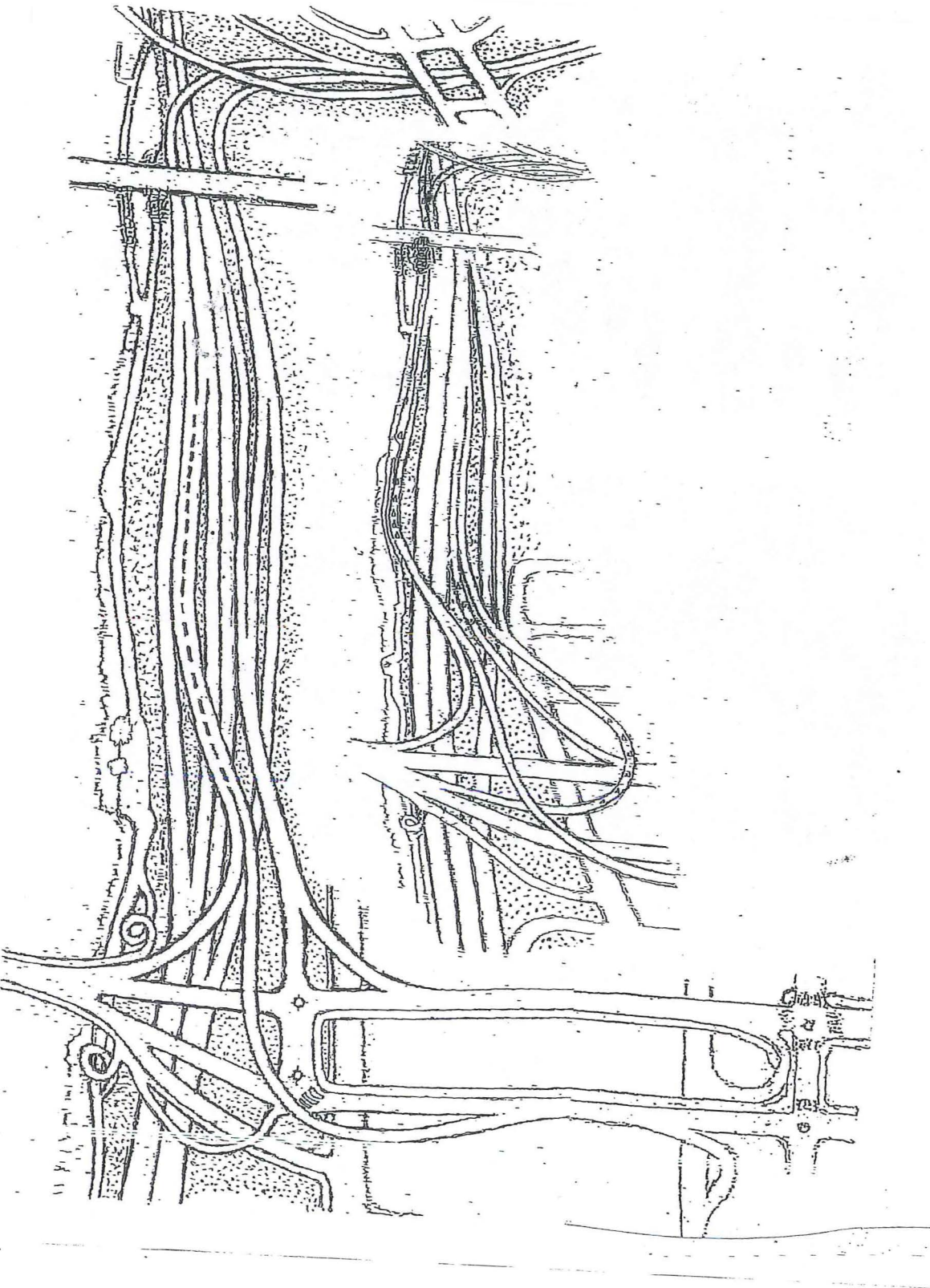
"Retro" Marquam Bridge replacement.
In the 1960s, if a single-deck design were selected, it might look like this. Below, a *Historic/Belmont Viaduct* "bridgehead interchange" design reconfigures the eastbank segment of I-5. Note the new access to I-84 from this interchange should divert I-84 based traffic off Grand Ave. north of Morrison.

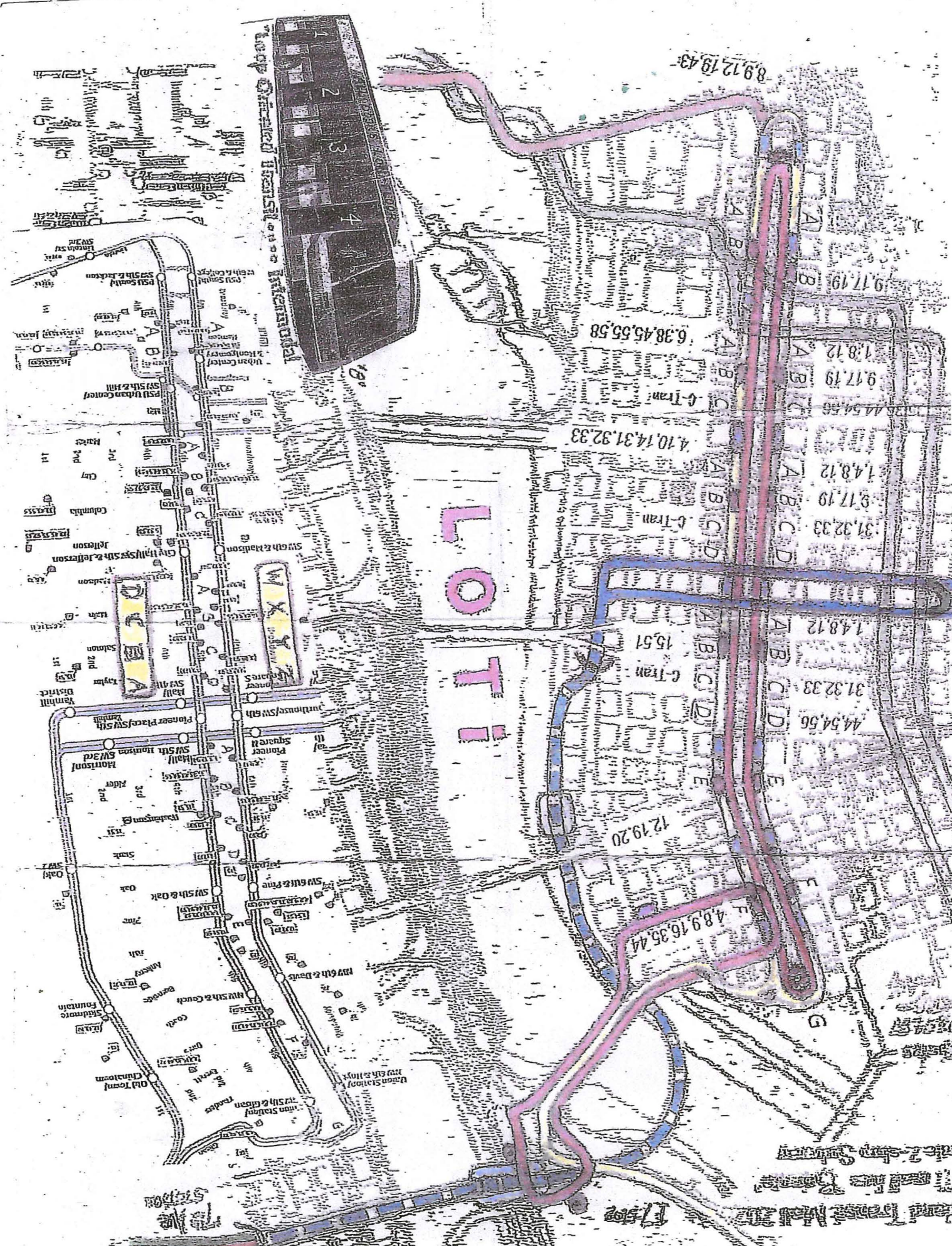


This proposal retains access to I-5 north. See also: 30-year deck replacement for the *Geodesic Marquam Bridge* built "downriver" to retain access to I-84 and I-5 south.

THE LOTI PROJECT

Q





8.9, 12.19, 43

6.38, 45.55, 58

4.10, 14.31, 32.33

12.19, 20

4.89, 16.35, 44

9.17, 19

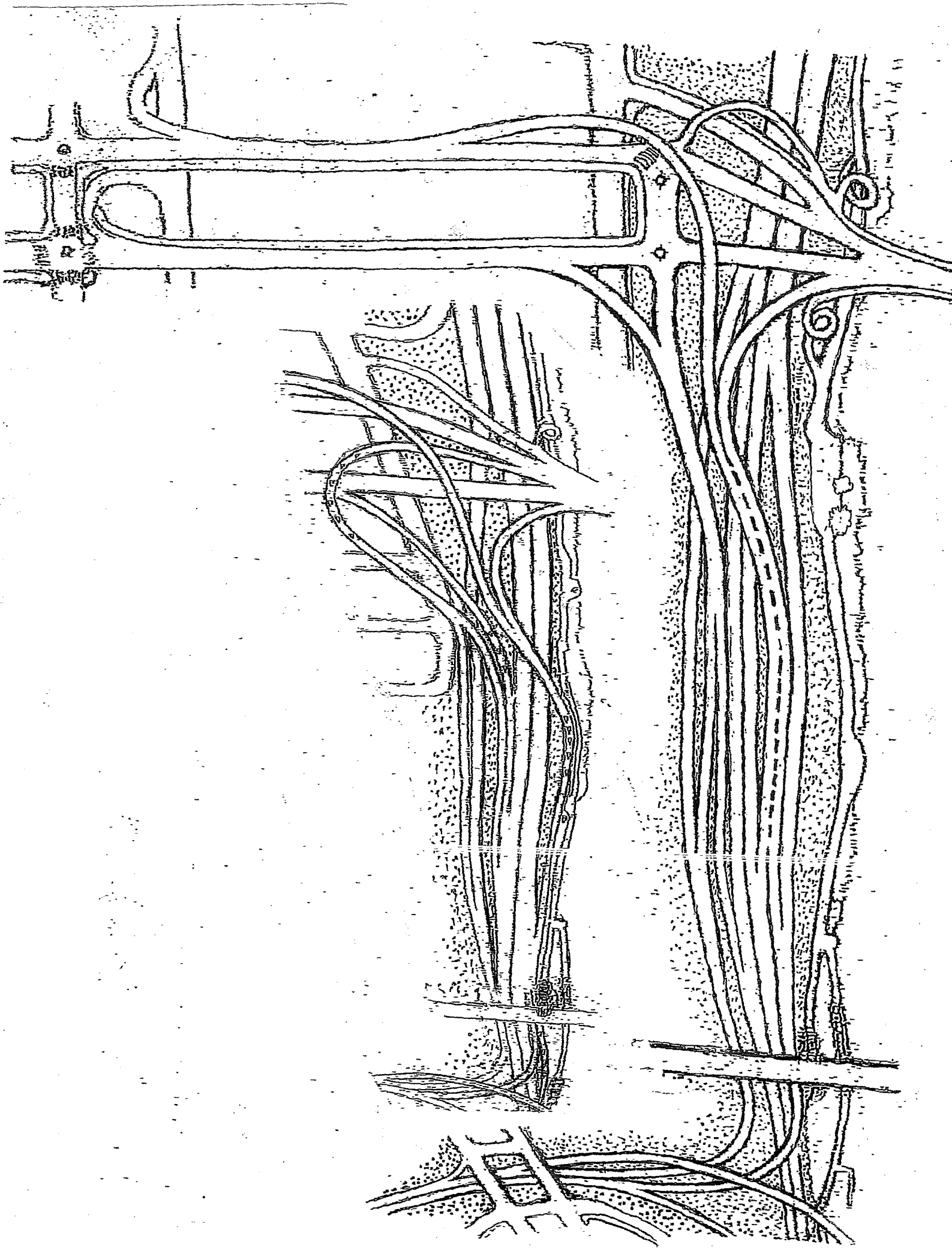
1.38, 12
9.17, 19
4.54, 56

1.48, 12
9.17, 19
31.32, 33

1.48, 12
31.32, 33
4.54, 56

12.19, 20

Scale 1/8" = 100'





Annual Report FY 2016-17

Office of the Auditor

Brian Evans, Metro Auditor

Phone: 503-797-1892

Email: auditor@oregonmetro.gov

Twitter: @MetroAuditor

Website: www.oregonmetro.gov/regional-leadership/metro-auditor

Accountability Hotline: 888-299-5460 or www.metroaccountability.org

Auditor responsibilities

- Conduct performance audits
- Manage contract for financial audit
- Administer the accountability hotline

Accomplishments

- Completed five audits
- The implementation rate of audit recommendations improved.
- Received Knighton Award for audit report “Community Planning and Development Grants”
- Reports to the Accountability Hotline were resolved in a timely fashion.

Performance measures

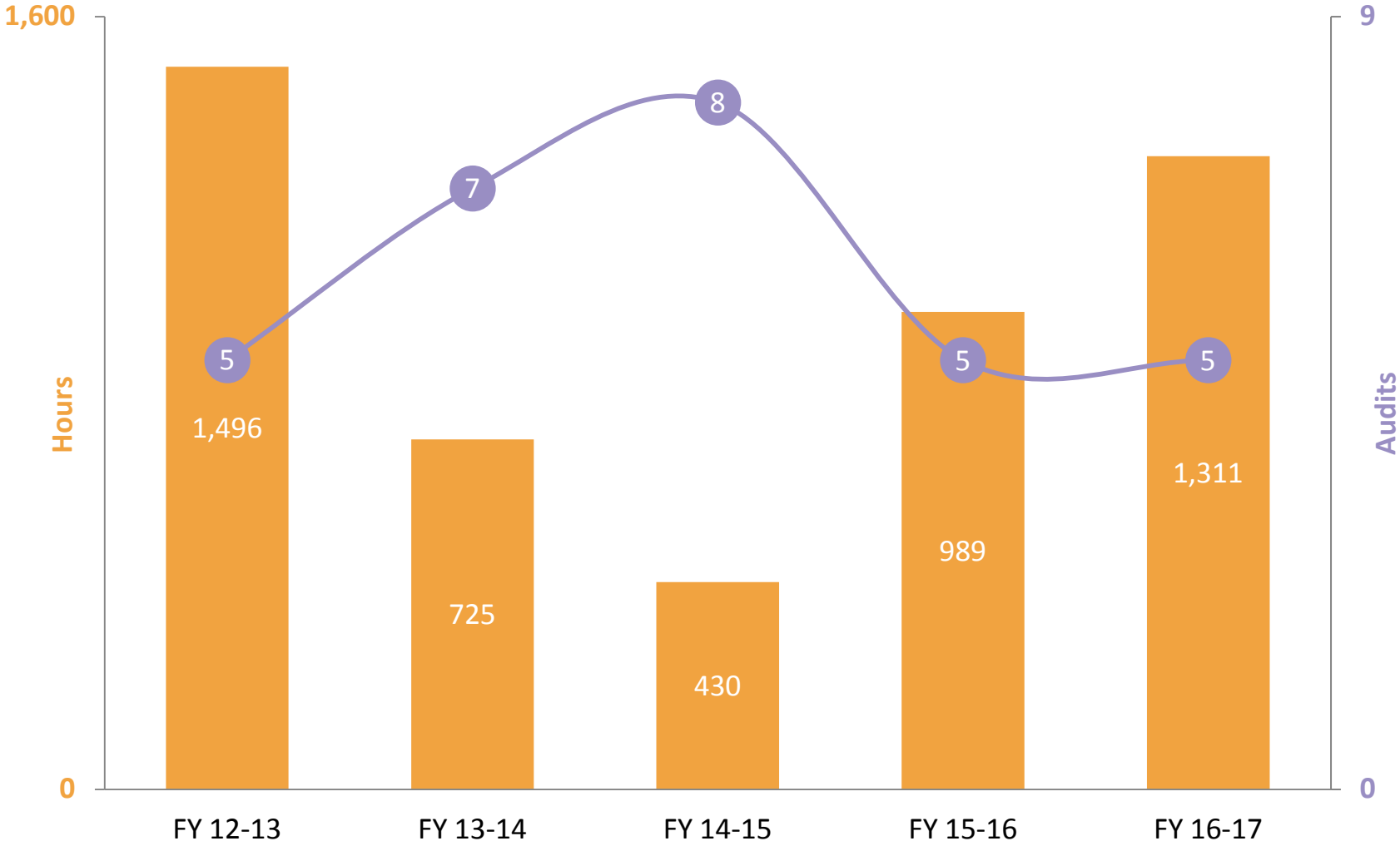
Efficiency

- Average hours to complete an audit and number of audits
- Audits completed per full-time equivalent (FTE) employee

Effectiveness

- Total audit hours per department
- Auditee feedback
- Audit recommendations implementation rate

Average hours per audit and number of audits



Audits released

Glendoveer Golf Course Operating Contract (August 2016)

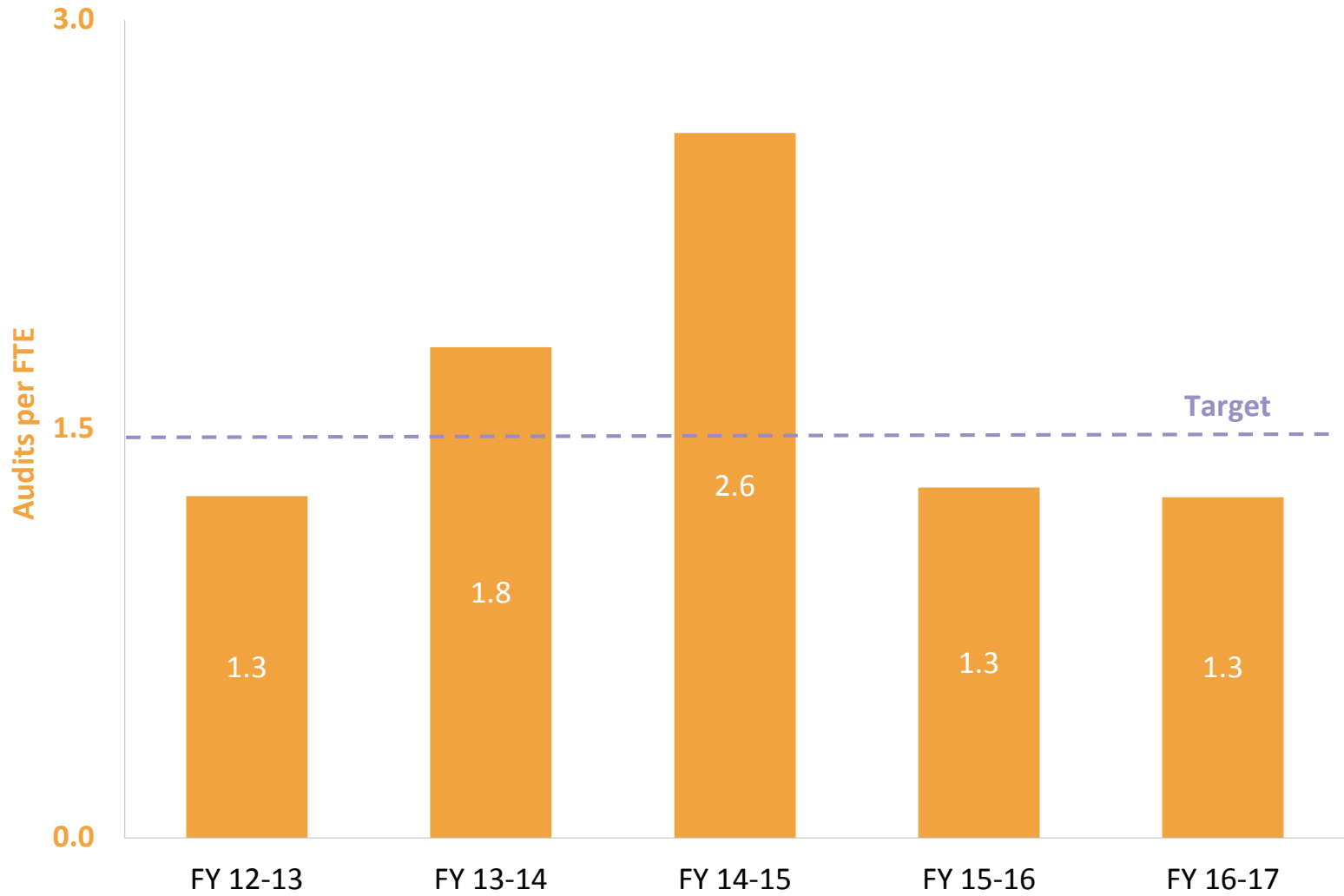
Capital Project Planning (November 2016)

Organic Waste System Follow-up (February 2017)

Oregon Zoo Organizational Culture (February 2017)

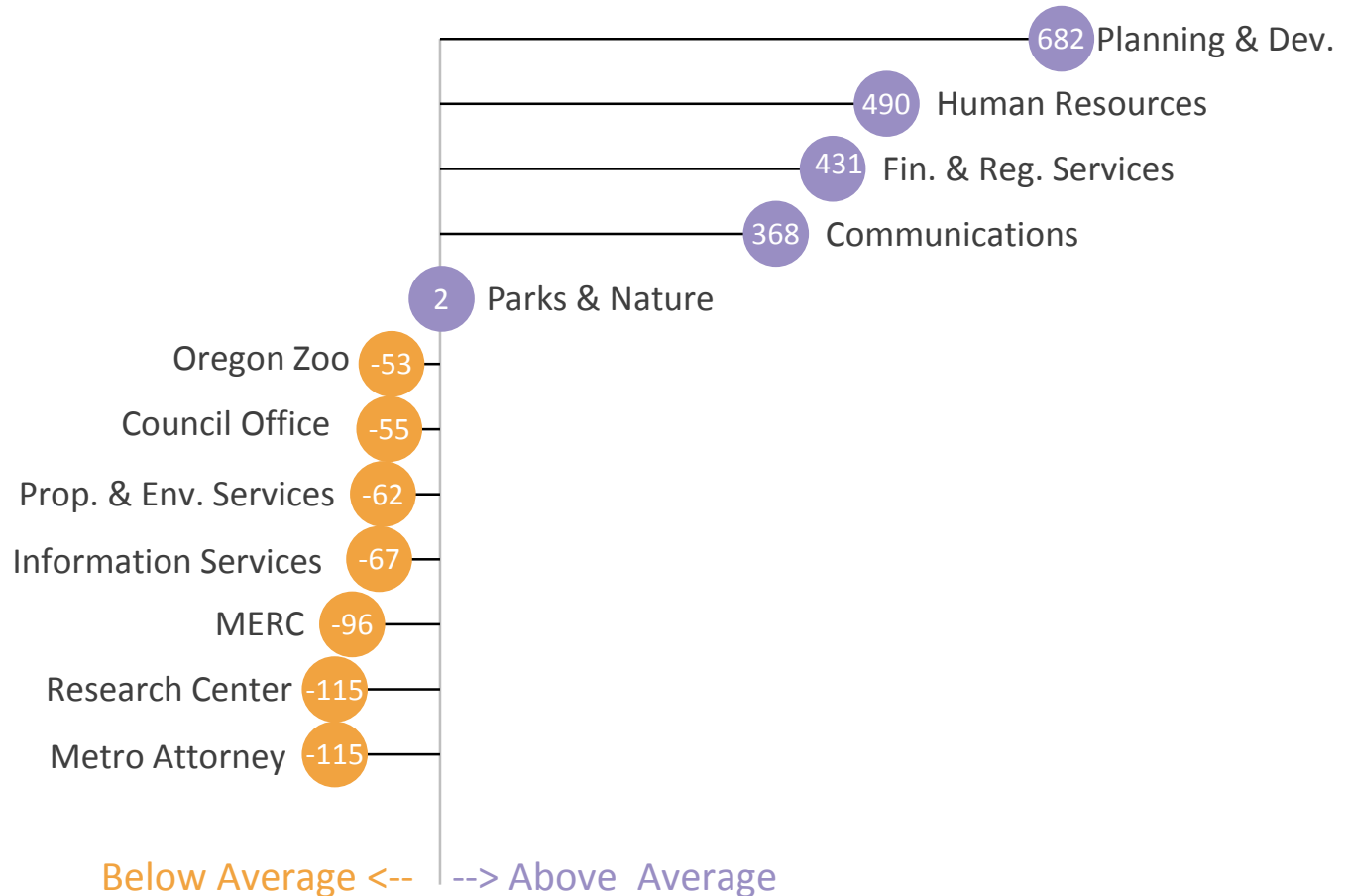
Convention Center Hotel Project Management (March 2017)

Audits per full-time equivalent employee



September 2017

Audit hours per department

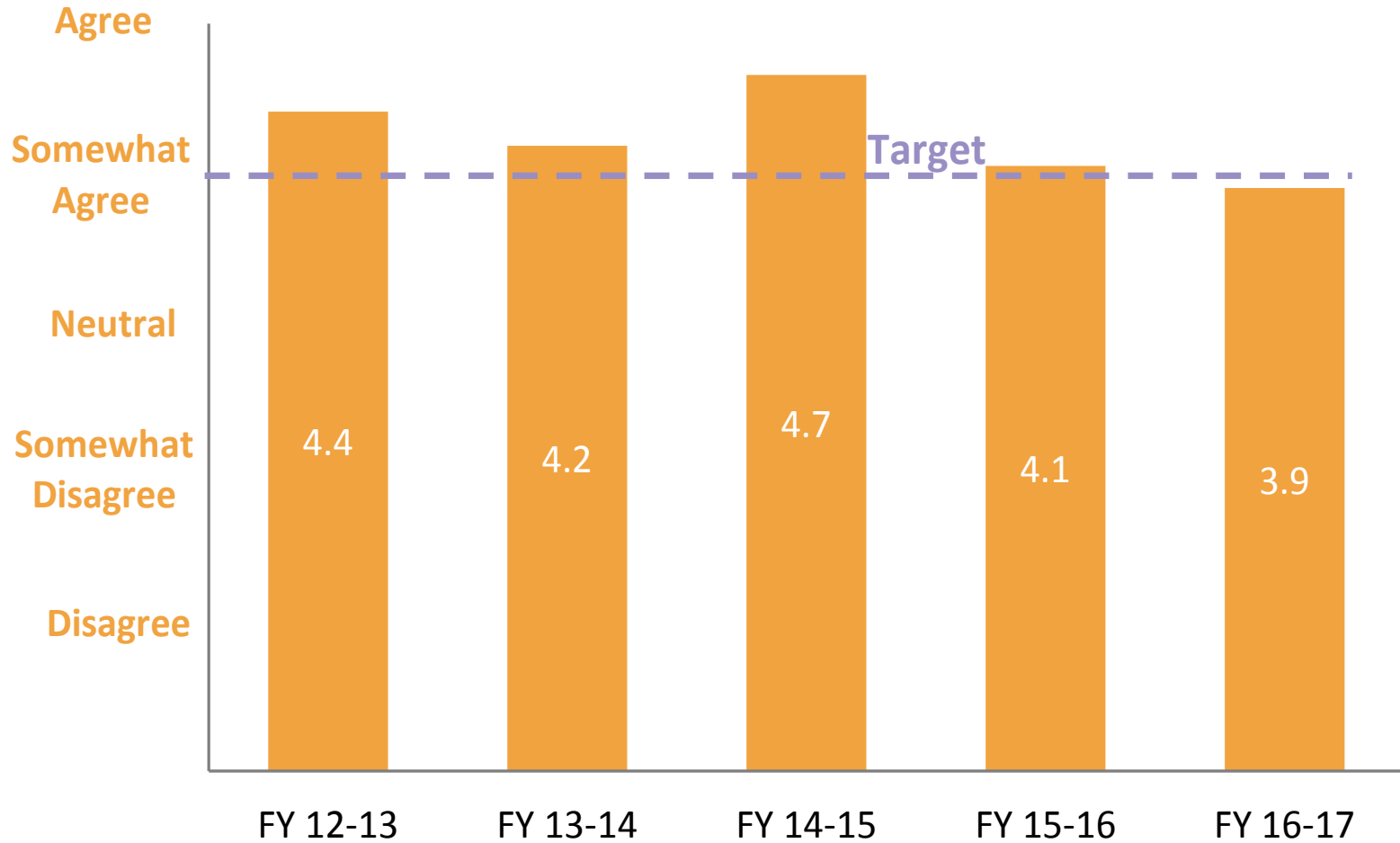


Audit hours per \$1 million expenditure

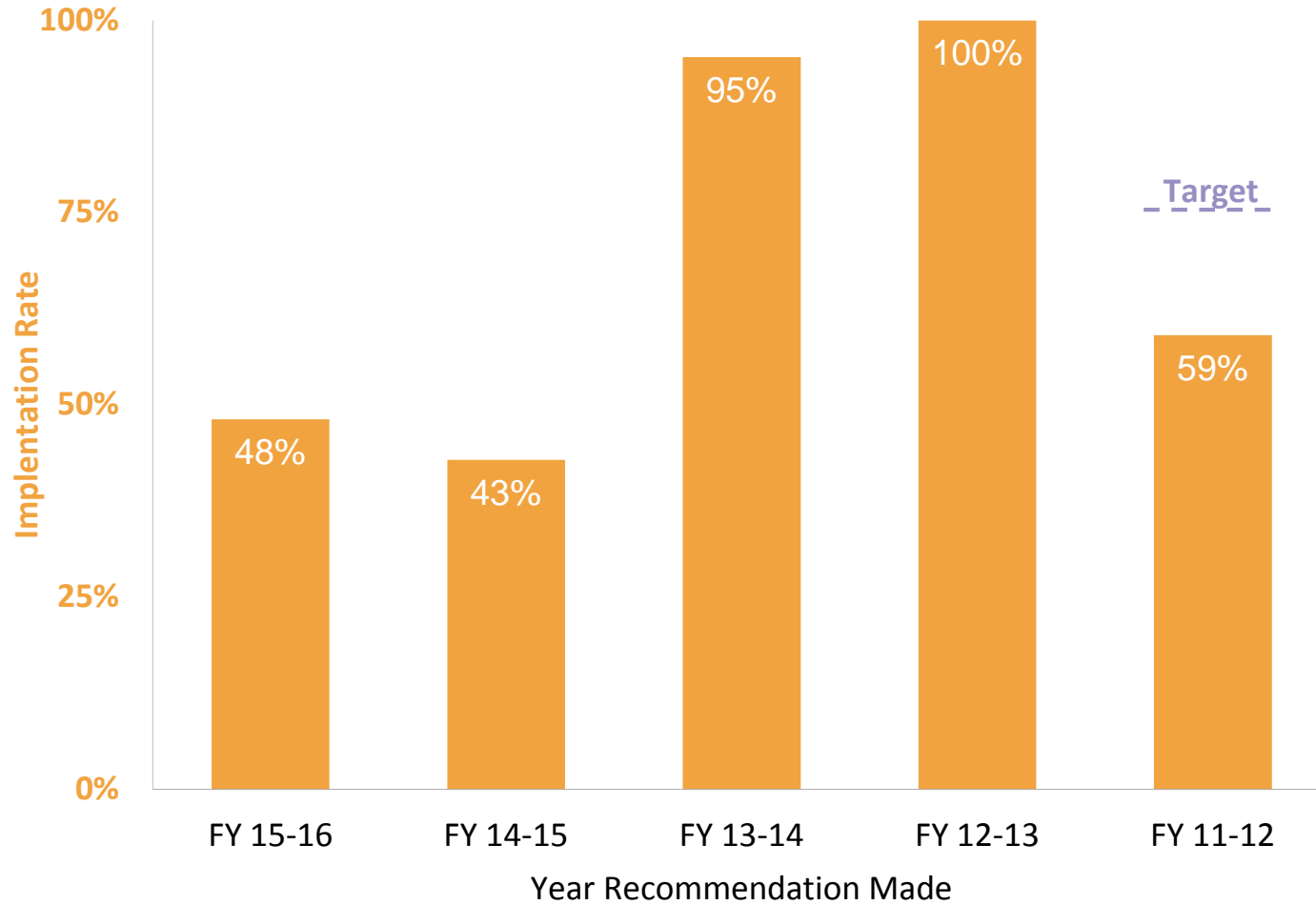
FY 2012-13 to FY 2016-17

September 2017

Auditee feedback

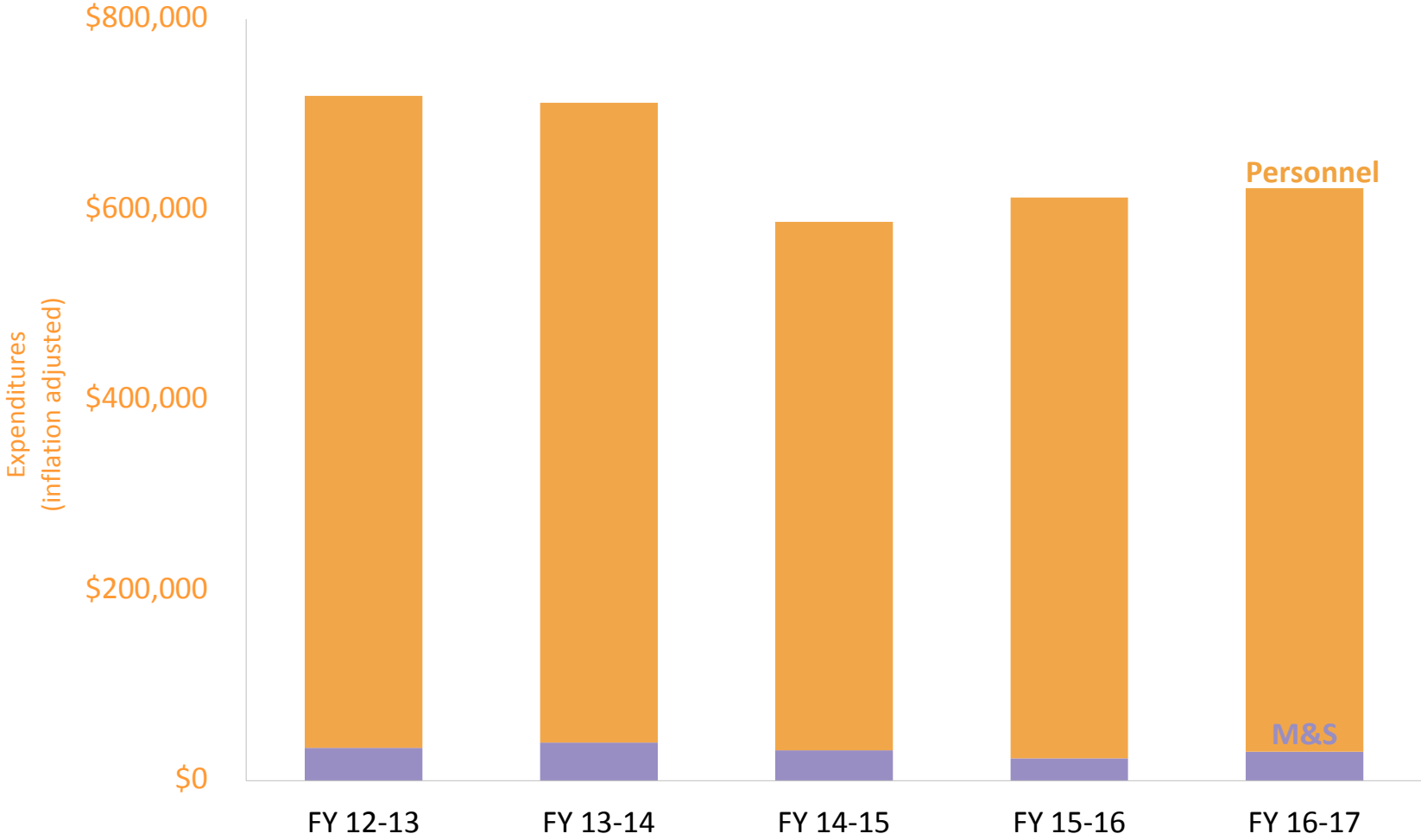


Audit recommendation implementation rate



September 2017

Expenditures



Audit schedule FY 2017-18

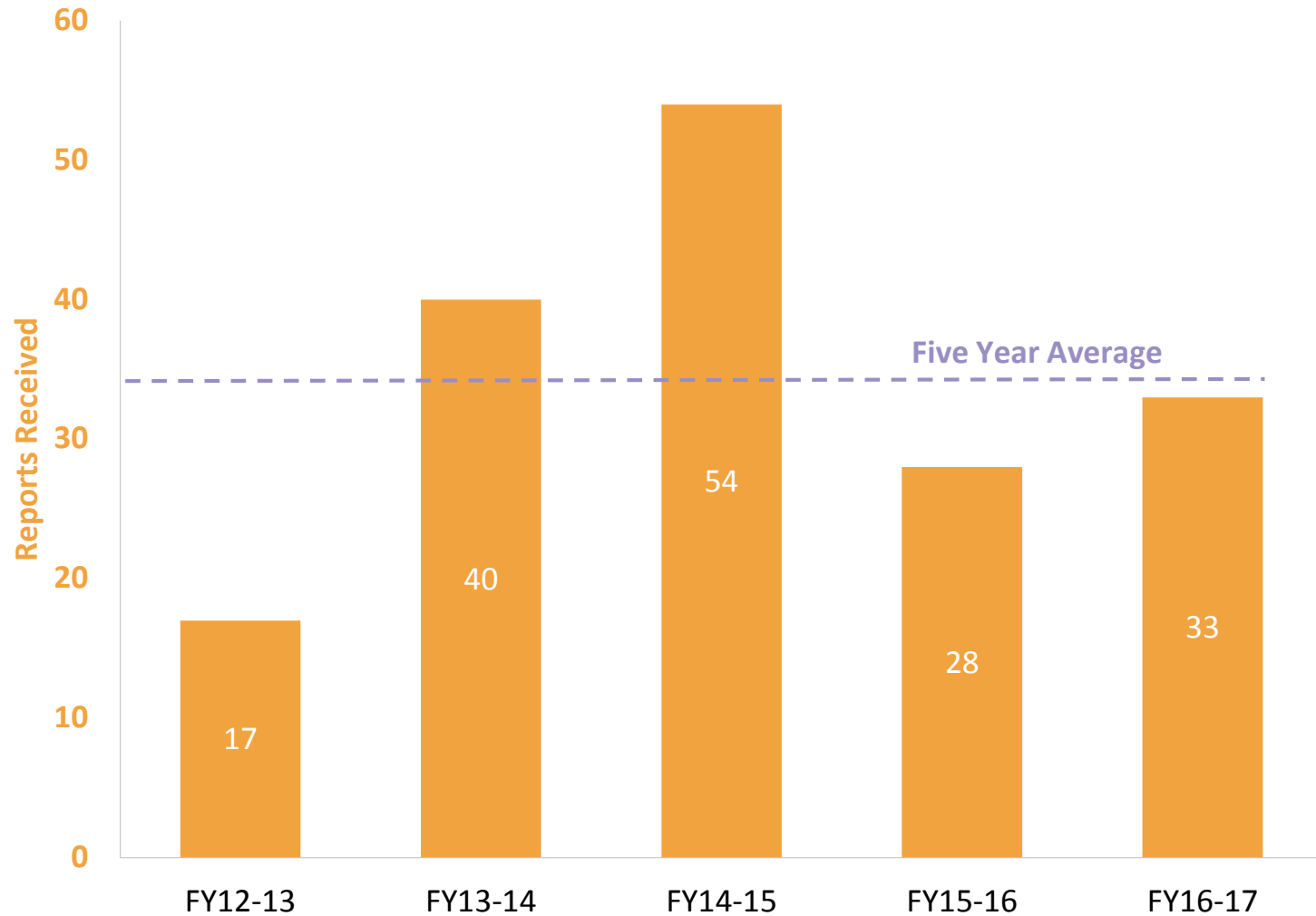
Audits underway

Audit Title	Expected Completion
Payroll	October 2017
Zoo Quality of Life Program	November 2017
Social Media Usage	November 2017
Public Records Requests	December 2017

Planned audits

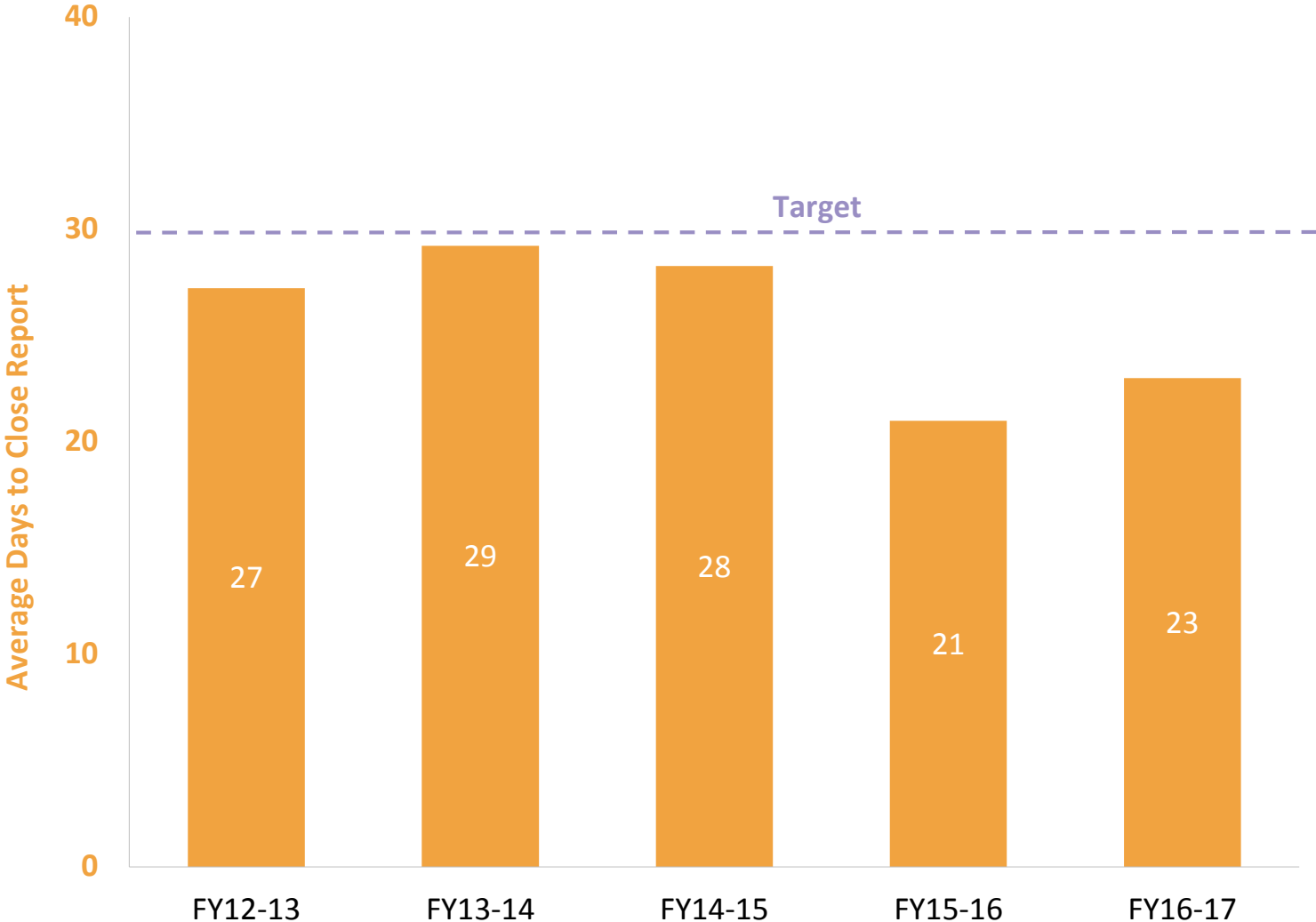
Audit Title	Expected Start
Risk Management Follow-up	October 2017
Sponsorships Follow-up	November 2017
Emergency Preparedness	November 2017
Financial Condition of Metro FY 08–17	January 2018
Information Technology/Security	February 2018

Reports received by accountability line

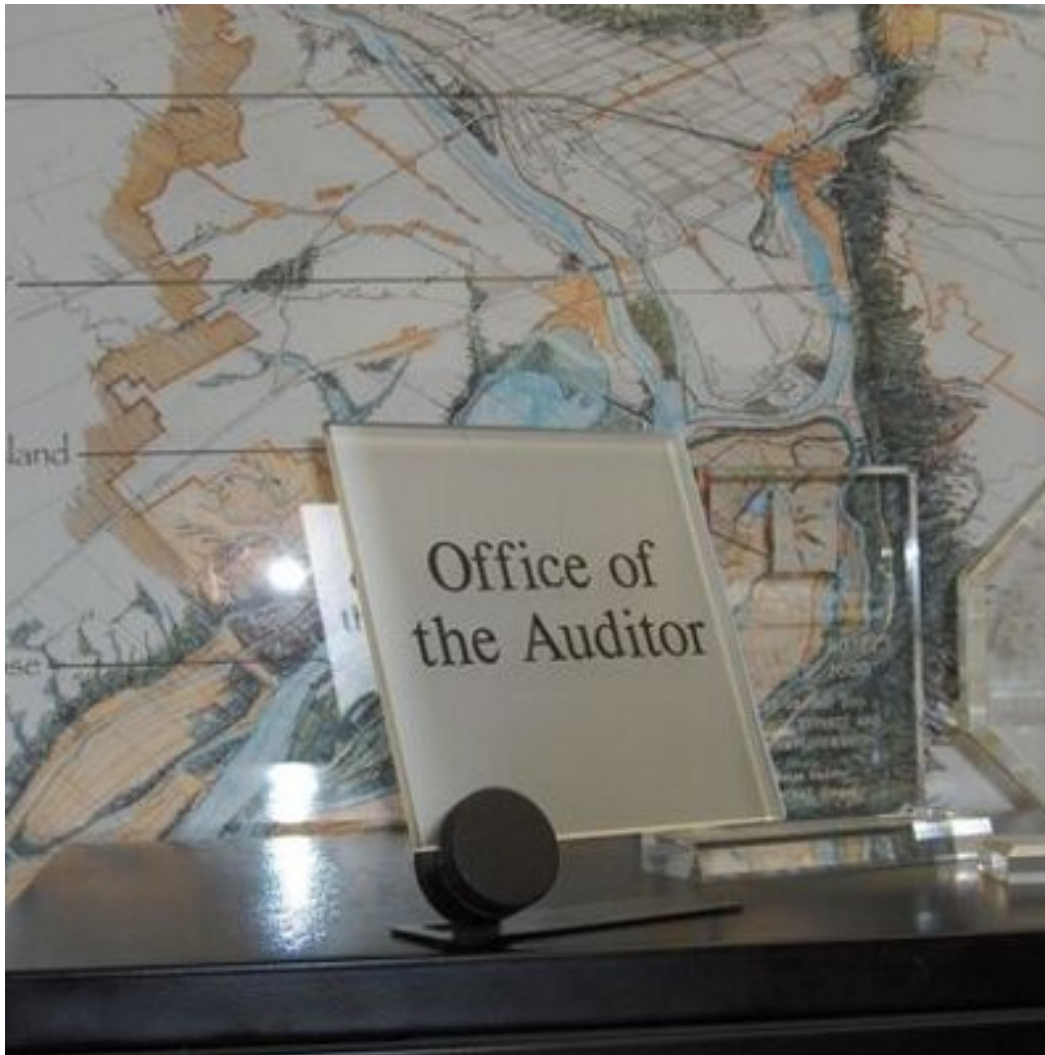


September 2017

Average days to close



Questions?



September 2017

Metro

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



Metro

Minutes

Thursday, September 14, 2017

2:00 PM

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 2:01 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

Commissioner Leslie Wetherell, Gilliam County:

Commissioner Wetherell introduced herself as the newest Gilliam County Commissioner. She highlighted Gilliam County's positive and productive relationship with Metro over the years and explained that the county's contract with Metro continued to serve as a catalyst for economic vitality in Gilliam County's communities. She noted that as such, the county was awaiting the final request-for-proposal (RFP) and awarding of Metro's solid waste disposal contract, and had already provided feedback on the initial draft RFP.

Judge Steve Shaffer, Gilliam County: Judge Shaffer of Gilliam County echoed Commissioner Wetherell's comments about the importance of the partnership and the stability and economic vitality it provided in the county. He provided an overview of the comments Gilliam County and the cities of Arlington and Condon submitted on the draft RFP, including giving greater weight to the broader impact on host communities. Along with Commissioner Wetherell, he thanked the Metro Council for their time and for their collaborative efforts thus far.

Dave Moore, City of Vancouver: Mr. Moore, of Unite Here 8, shared the challenges Aramark employees at the Oregon

Convention Center (OCC) faced related to parking. He noted that it was difficult for many employees to find adequate parking and added that many who worked odd hours dealt with safety issues and vandalism. He expressed concern that removing additional parking spots as part of the upcoming OCC renovations would make it even more difficult for workers to commute.

Micealle Hawkins, City of Portland: Ms. Hawkins, of Unite Here 8, also shared concerns about transportation options for food and beverage workers at the OCC. She explained that discounted bus passes would make it much easier for OCC workers to commute to work by transit. She explained that the high cost of living in the Portland metropolitan region was a challenge for many OCC workers and added that it would be especially important to have additional transit options when parking availability was limited.

Be Marston, City of Portland: Ms. Marston, of Unite Here 8, also testified in support of improved mass transit and parking options for food and beverage workers at Metro's visitor venues. She explained that such efforts would better support the workforce at these venues as well as the agency's sustainability goals. She encouraged the Metro Council to consider providing additional options and asked for further dialogues around these issues.

Councilors asked about the current parking conditions at the Oregon Convention Center. Councilor Chase asked how many and how often employees at the OCC parked versus took transit. Ms. Marston expressed interest in better defining that data. Councilor Harrington asked for additional

contextual information, including an overview of all transit/parking options that were covered for the employees at Metro's different facilities around the region.

Jim Robison, City of Portland: Mr. Robison, as president of Healthcare for All Oregon, asked for Metro's support in its efforts to provide healthcare for all. He explained that his organization was interested in nationwide efforts to provide healthcare, but realized that it was an issue that also needed to be discussed and highlighted at the local level. He asked for Metro's support and expressed interest in talking further about how to best support universal healthcare in the region.

Ellen Ino, LIUNA 483: Ms. Ino thanked Councilor Harrington for visiting the Oregon Zoo and working with the food service workers firsthand. She also shared the impacts of the summer's severe heat on the zoo workers who spent their time working outside. Ms. Ino then invited the Metro Council to experience ZooLights with zoo employees to see how they managed admissions and ticket scanning.

Dana Carstensen, City of Hillsboro: Mr. Carstensen shared concerns about conditions at the Oregon Zoo during the summer's heat wave. He highlighted management decisions when it was incredibly hot, including not allowing employees to use the misting stations or wear cold packs to stay cool. He emphasized that it was important for Metro to properly take care of its employees, particularly in extreme weather.

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

3. Consent Agenda

Approval of the Consent Agenda

A motion was made by Councilor Harrington, seconded by Councilor Craddick, 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 17, 2017
- 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

4. Resolutions

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

Council President Hughes called on Ms. Tracy Sagal, Metro Procurement staff, for a brief presentation on the resolution. Ms. Sagal explained that Minority Enterprise Development Week was a national celebration put on by the Department of Commerce and Minority Business Development agency, and added that the Business Diversity Institute (BDI) hosted a local event each year.

Ms. Sagal informed the Council that Metro staff regularly engaged in Minority Enterprise Development Week as well as BDI's other activities. She noted that the programs supported Metro's efforts to increase equity in contracting and urged the Council to support the proclamation that would declare September 26 and 28 as Minority Enterprise Development Week, demonstrating support for Metro

staff's efforts to improve the capacity of historically underutilized businesses to collaborate to eliminate structural barriers to their success.

Council Discussion

There was none.

A motion was made by Councilor Stacey, 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. 17-4828, 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

Council President Hughes called on Deputy Chief Operating Officer Scott Robinson for a brief presentation on the resolution. Mr. Robinson explained that the intergovernmental agreement (IGA) culminated several years of working collaboratively to deliver on improvements to the Washington Park parking area, as well as the Oregon Zoo Education Center drop-off area. He noted that the agreement resolved outstanding issues dating back more than 15 years between Metro and Portland Parks & Recreation. Mr. Robinson informed the Council that the IGA contained four important elements: the IGA requested Metro Council approval for granting a shared easement for a stormwater line that had been constructed by the Oregon Zoo on behalf of Portland Parks & Recreation, largely through zoo property, in conjunction with the construction of the Education Center; the IGA would result in reimbursement to the zoo of 80% of the construction costs, i.e. \$427,220; if approved, Parks & Recreation would grant a permanent sidewalk and drop-off lane easement to

provide access to the lane in front of the Education Center, to be used by the zoo; and the IGA would include an operations agreement that outlined how the zoo would use the drop-off area in peak traffic periods.

Mr. Robinson noted that the Portland City Council approved the agreement on September 13 and recommended that the Metro Council approve the resolution.

Council Discussion

Chief Operating Officer Martha Bennett thanked Mr. Robinson for all of his work on the agreement and the corresponding resolution.

A motion was made by Councilor Dirksen, 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

5. Chief Operating Officer Communication

Ms. Martha Bennett shared the Oregon Convention Center plaza and interior renovations project schedule. She announced that the Oregon Zoo had won two awards at the Association of Zoos and Aquariums (AZA) annual conference. Ms. Bennett also noted that the Eagle Creek wildfire continued to burn and gave an update on affected facilities. She explained that Blue Lake Park had reopened but Oxbow Park and three cemeteries near the area affected would remain closed until local evacuation orders were lifted.

6. Councilor Communication

Councilors provided updates on the following meetings or events: the Metro Policy Advisory Committee (MPAC), the

upcoming Rail~Volution Best Practices trip to Denver, the Mayors and Chairs meeting on September 13, the recent Community Planning Organization (CPO) 13 meeting, and the first meeting of Portland Community College's Southeast Campus Presidents Advisory Council.

7. Adjourn

There being no further business, Council President Hughes adjourned the Metro Council meeting at 3:02 p.m. The Metro Council will convene the next regular council meeting on September 28 at 2:00 p.m. at the Metro Regional Center in the council chamber.

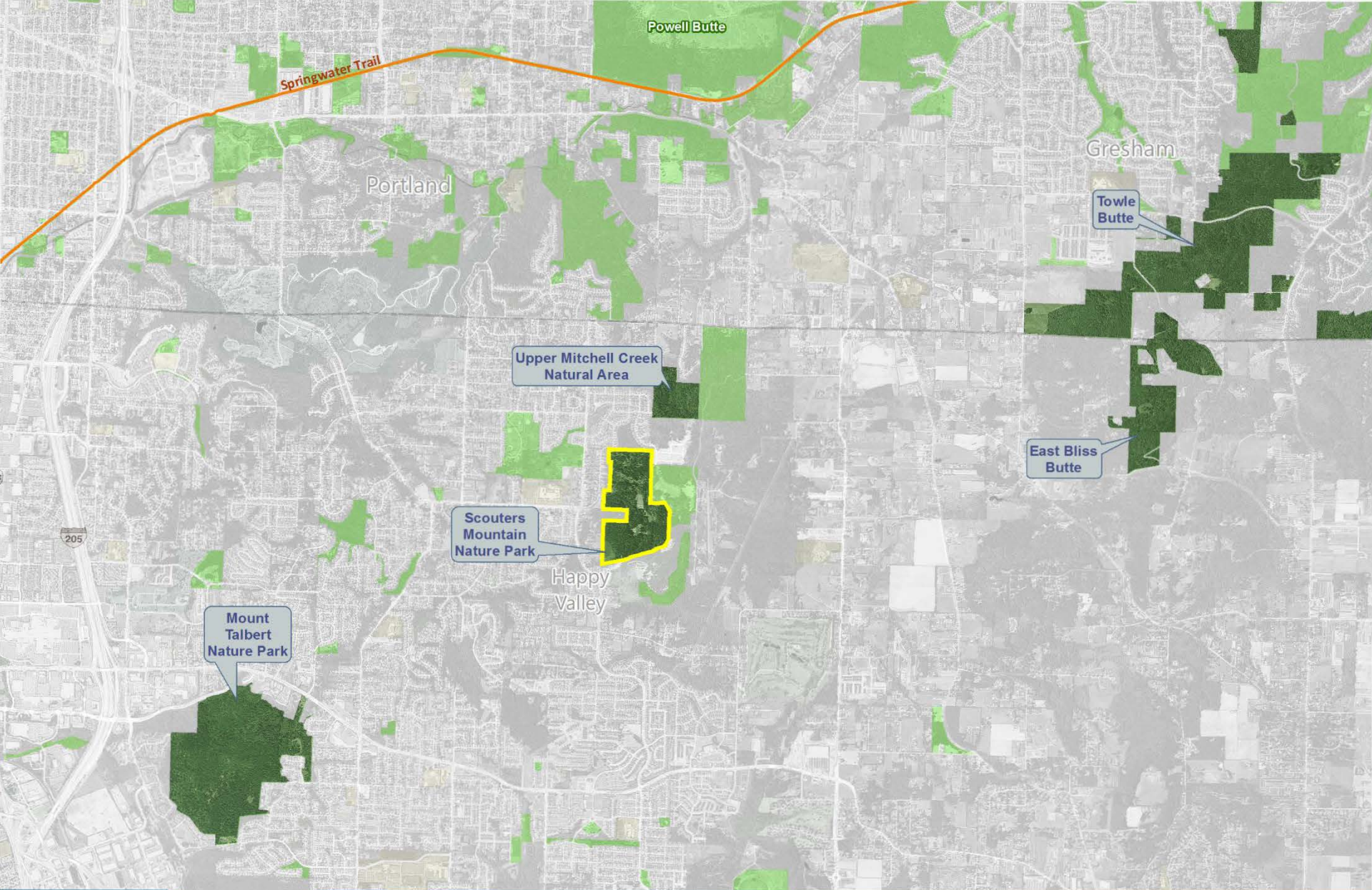
Respectfully submitted,



Nellie Papsdorf, Legislative and Engagement Coordinator

ATTACHMENTS TO THE PUBLIC RECORD FOR THE MEETING OF SEPTEMBER 14, 2017

ITEM	DOCUMENT TYPE	DOC DATE	DOCUMENT DESCRIPTION	DOCUMENT No.
2.0	Letter	09/14/17	Wetherell communication to Council	091417c-01
2.0	Letter	09/14/17	Shaffer communication to Council	091417c-02
2.0	Letter	09/14/17	Shaffer, Weimar, and Wetherell communication to Council	091417c-03
2.0	Letter	09/14/17	Bufton communication to Council	091417c-04
2.0	Letter	09/14/17	Hassing communication to Council	091417c-05
3.1	Minutes	09/14/17	Council Meeting Minutes from August 17, 2017	091417c-06



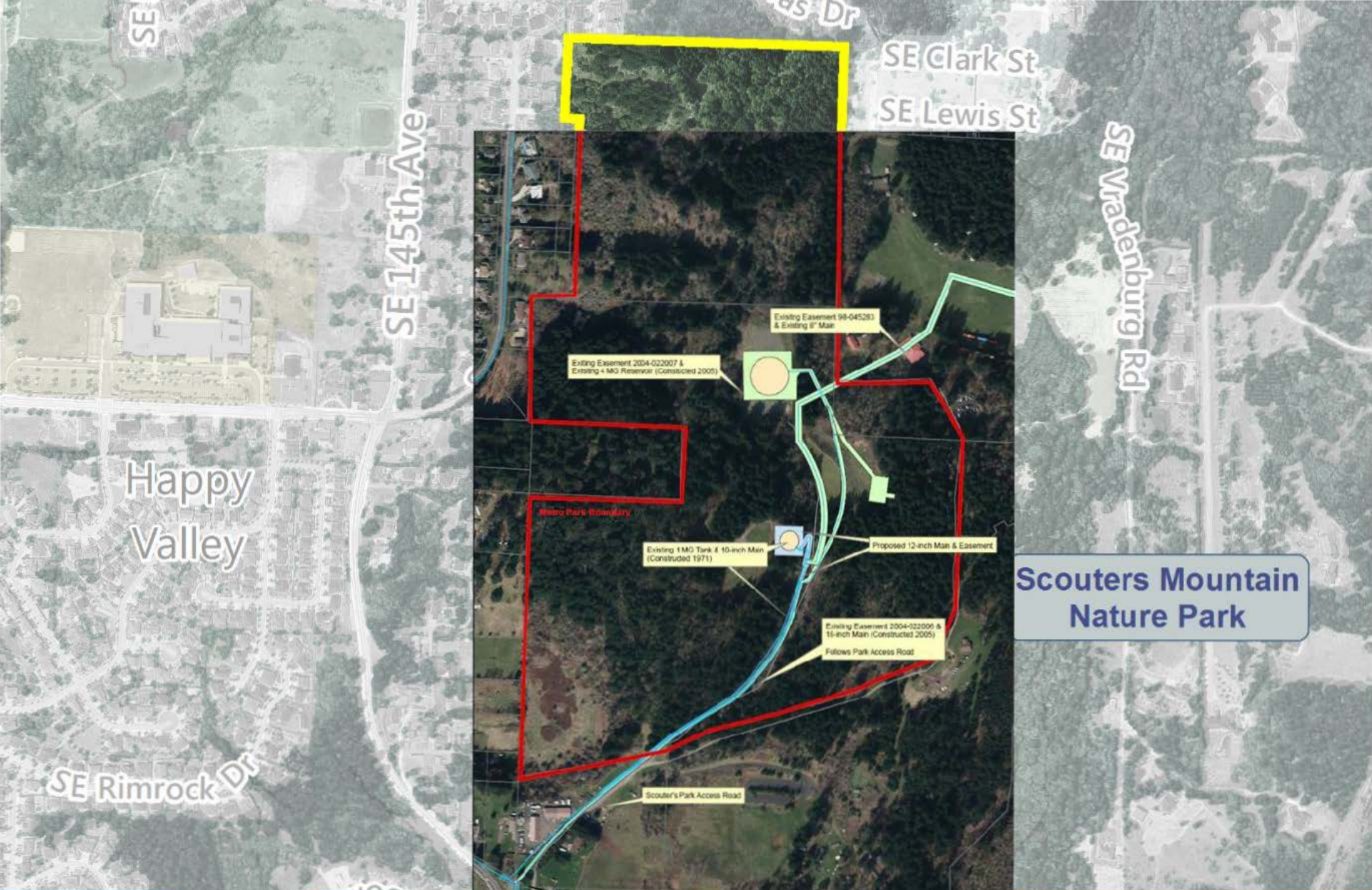
Scouters Mountain context slide



Scouters Mountain



Metro



**Scouters Mountain
Nature Park**

Scouters Mountain

Lloyd Parking 2016 Data Summary

Owen Ronchelli
Go Lloyd, Executive Director

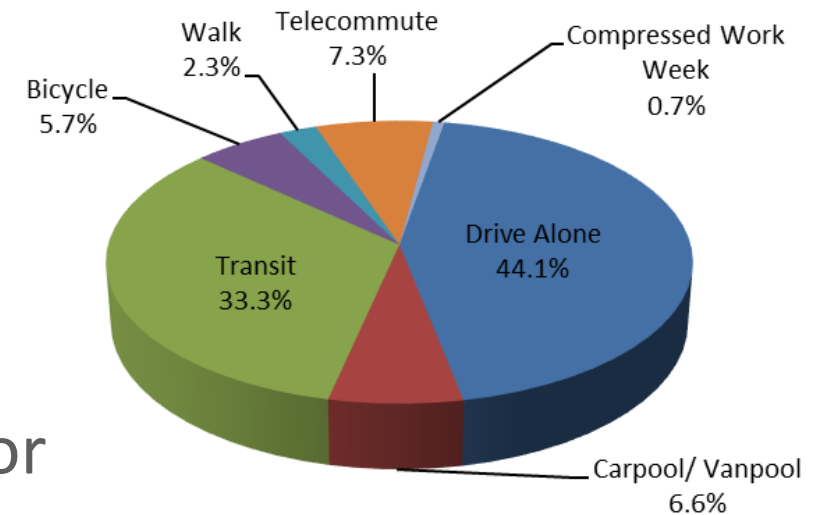
September 28, 2017



Go Lloyd

- Non-profit Transportation Management Association based in the Lloyd neighborhood since 1994
- 160+ member businesses, representing 15,000 employees & residents
- Administrate TriMet's Universal Pass program for all Lloyd businesses
- Successful in changing travel behavior – removed 1,100 vehicles from the peak hour commute

2017 Transportation Mode Splits



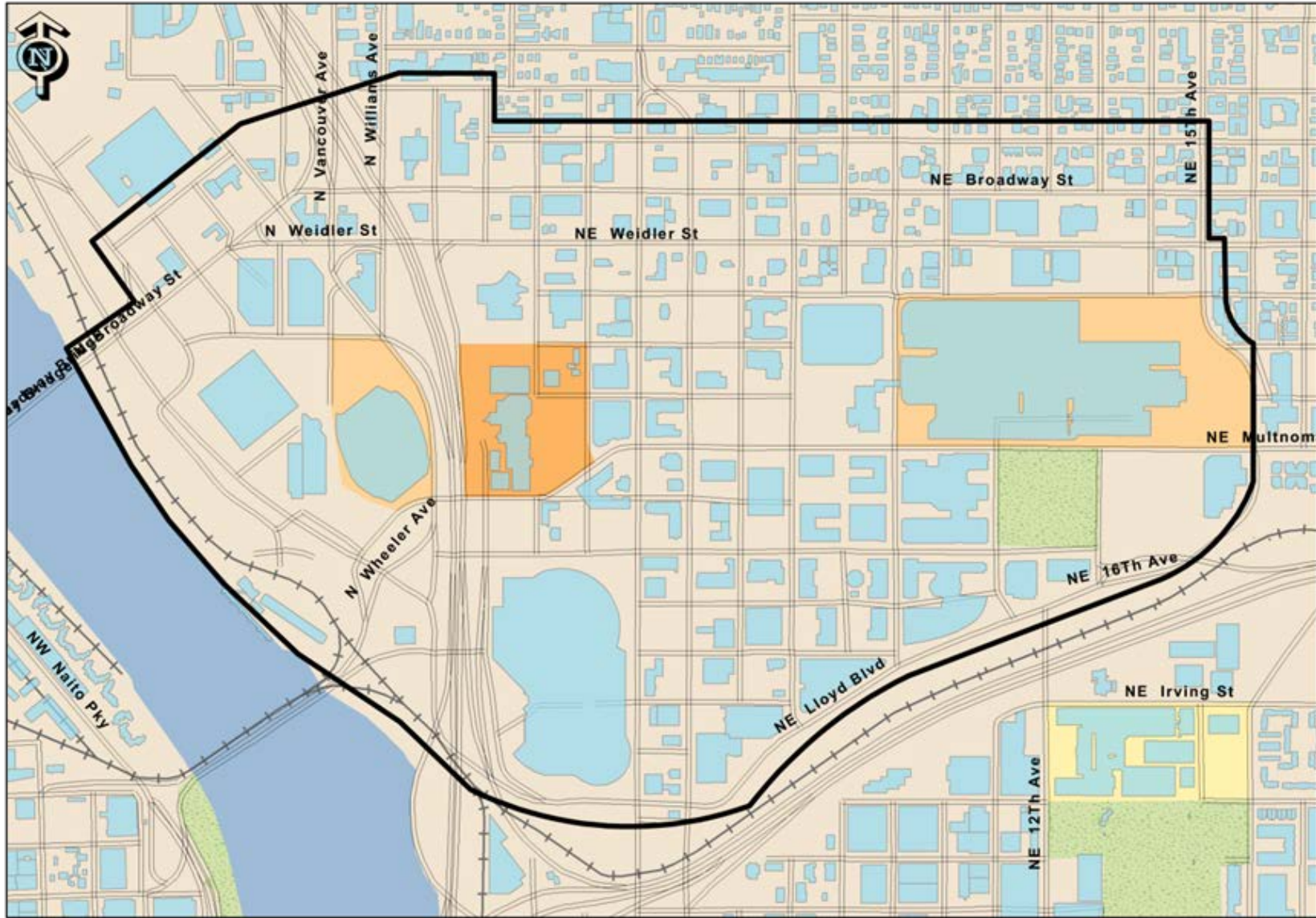
Purpose – Lloyd Parking Study

Develop a comprehensive understanding of how parking is used in Lloyd

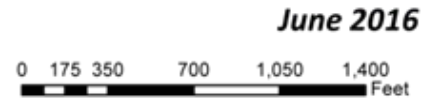
- Develop data template for all parking in the study area, cataloging stalls by time limit
- Survey on- and off-street parking use on a typical day
- Analyze parking utilization including: hourly occupancy, turnover, violation rates, and average length of stay
- Identify surpluses and constraints in the supply
- Determine market rate for parking & transportation options in Lloyd



Lloyd Study Area



- Study Boundary
- Buildings
- Parks / Open Space

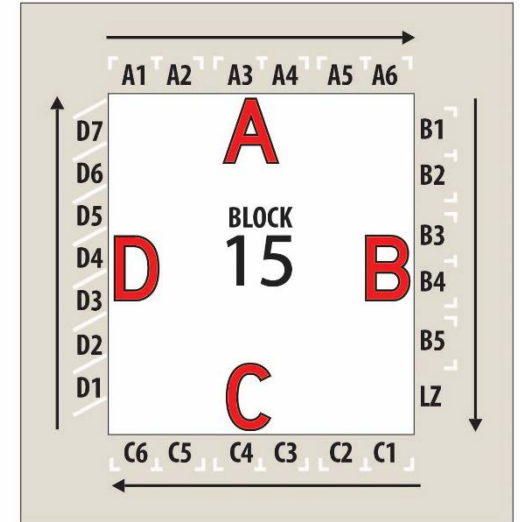


June 2016



Methodology

- Inventory all parking in the study area both on and off-street
- On-street stalls cataloged by block ID, designated time restriction (striping)
- Off-street stalls cataloged by block ID and identified by tenant or operator
- Develop turn-by-turn surveyor route templates
- Surveyors conduct hourly counts over 10 hour survey day
- On-street counts record license plate of each parked vehicle
- Off-street surveyors simply record the number of occupied parking stalls



Parking Inventory

- Surveyed 100% of on-street
- 1,867 stalls on-street stalls
- Sampled off-street (60%)
- 8,921 sampled off-street stalls (61 sites)
- 14,820 total off-street stalls (100+ sites)

Off-Street Inventory	Facilities	Stalls	% of Total
Total Off-Street Supply	100+	14,820	100%
Sampled Off-Street Supply	61	8,921	60%

On-Street Parking Inventory		
Stall Type	Total Stalls	% of Stalls
5 minutes	7	< 1%
10 minutes	2	< 1%
15 minutes	76	4.1%
30 minutes	4	< 1%
1 hour	85	4.6%
90 minutes	19	1.0%
2 hours	612	32.8%
3 hours	10	< 1%
5 hours	640	34.3%
No Limit	393	21.0%
ADA Accessible	17	< 1%
Reserved	2	< 1%
Total Stalls	1,867	100%



Utilization Findings – On-Street Use Characteristics

Use Characteristics (Metered Stalls)	June 2016	July 2015	% Change
Average length of stay	2 hours 14 minutes	2 hours 21 minutes	- 7 minutes
Unique vehicles parked in metered stalls	2,186	1,844	18.5%
Vehicle hours parked in metered stalls	4,878	4,329	12.7%
Turnover rate (turns in 10 hour period)	4.48	4.26	5.2%
Stays of 5 hours or more in 5-hour meter stalls (% of unique vehicles)	198 (21%)	164 (22%)	20.7%
Handicap placards observed in visitor stalls (% of occupied stalls) – peak hour	8 (1.3%)	19 (2.0%)	-57.9%
% vehicles violating posted time stay	15.2%	15.8%	-3.8%
% of total hours parked in violation of posted time stay	16.4%	17.1%	-4.1%



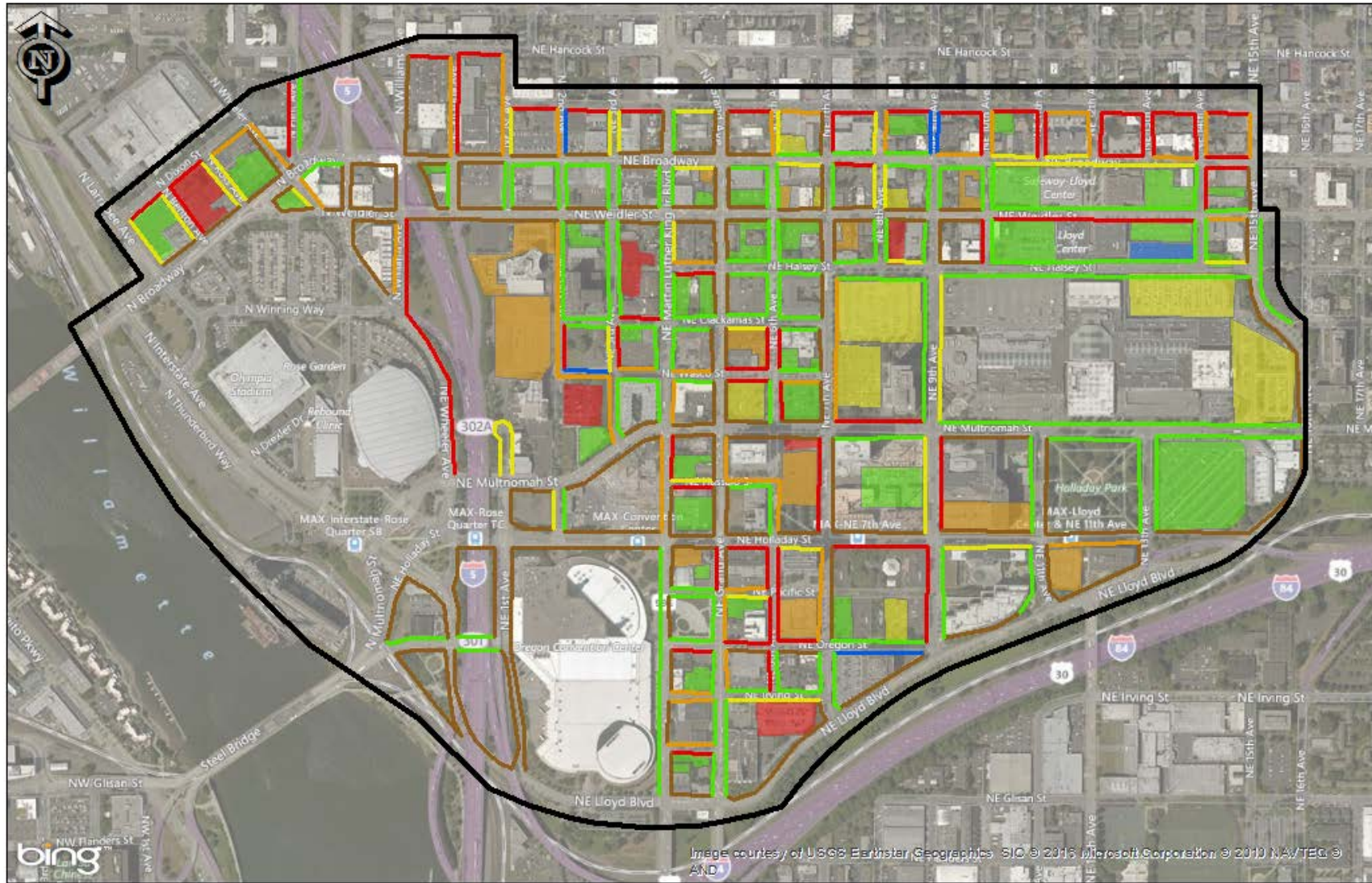
Utilization Findings – Off-Street

- Decreased parking occupancy rates indicate off-street parking is even more abundant than in the previous two years.
- 1,555 stalls at Lloyd Center were removed due to construction, yet the number of combined vehicles parked was still comparable to 2015.
- There is a surplus of available off-street parking throughout Lloyd.
- Lloyd performs well with alternative modes. Room for improvement. Likely occur when off-street parking supply is further constrained.



Parking Utilization Heat

Map



Lloyd Neighborhood

Combined Parking Utilization



Study Boundary

- > 85%
- 84% - 70%
- 69% - 55%
- < 55%

- Construction
- No Parking

- > 85%
- 84% - 70%
- 69% - 55%
- < 55%

Construction

0 175 350 700 1,050 1,400 Feet

2016

1:00 - 2:00 PM
Peak Hour



Price of Access in Lloyd

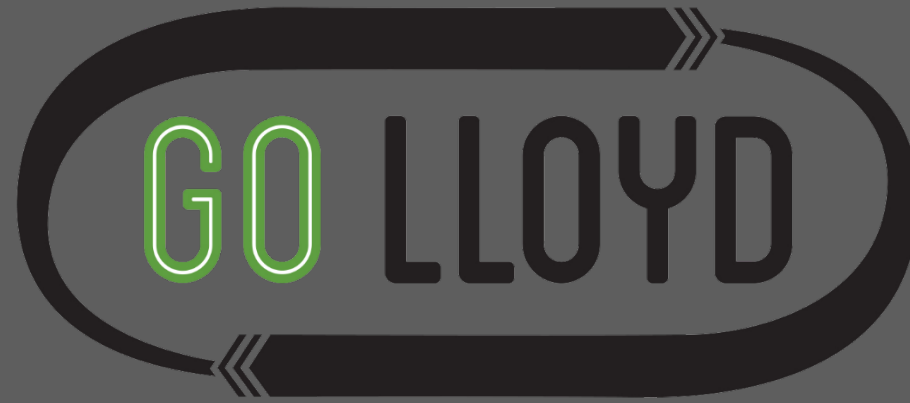
- \$118 average monthly cost of parking in Lloyd
- \$100 monthly TriMet pass
- \$40 monthly Streetcar pass
- \$12 monthly Biketown membership
- \$15 monthly bike parking at Lloyd Cycle Station

Mode of Access	Rate
Auto Parking, Monthly (Average)	\$118
Auto Parking, Daily (Average)	\$12
Highest Monthly Parking	\$185
Lowest Monthly Parking	\$95
TriMet Pass, Monthly	\$100
TriMet Pass, Universal Annual	\$418 (\$34.83/ mo.)
C-TRAN Express Pass, Monthly	\$125
C-TRAN Express Pass, Annual	\$1,375
Streetcar Pass, Monthly	\$40
Streetcar Pass, Annual	\$440
Biketown Membership	\$144 annual \$12 monthly
Bike Parking at Lloyd Cycle Station	\$99 annual \$15 monthly
Walking	Free

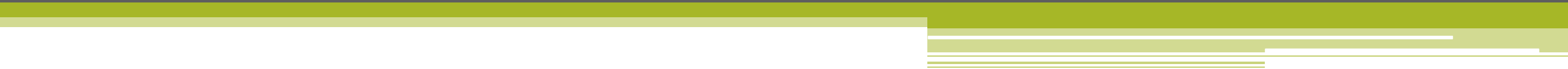
Summary

- Lloyd is sometimes perceived as a business district with a sea of underutilized parking – to some degree the perception is correct
- 59% peak hour occupancy
- Parking is congested in a few concentrated areas, but stalls are usually available within a short walking distance
- Development in Lloyd will bring added demand, but existing surpluses can absorb a large portion of that demand
- Constraint in the off-street supply (including higher monthly rates) will activate greater alternative mode use





MOVING. CONNECTING. GROWING.



August 24, 2017

The Honorable Mick Mulvaney
Director
Office of Management and Budget
725 17th Street, NW
Washington, DC 20503

The Honorable Doug Lamont
Senior Official Performing the Duties of the Assistant Secretary of the Army (Civil Works)
108 Army Pentagon
Washington, DC 20310-0108

Director Mulvaney and Acting Assistant Secretary Lamont,

On behalf of the Metro Council, I request your support for the Portland Metropolitan Flood Protection Project General Investigations Feasibility Study in Portland, Oregon. Metro's responsibility is to chart a wise course for the future of our region while protecting the things we love about the Portland metropolitan area. Given our charge, this project is a high priority for the Council as it helps Metro meet our mission to plan sensibly for the future of our region while safeguarding ourselves today.

Metro is the regional government for the Portland metropolitan area and the only directly elected regional government and metropolitan planning organization in the United States. As such, Metro is empowered with managing the boundary that separates urban land from rural and working with communities to plan for future growth in housing, employment, transportation, and recreation. Much of the Metro-designated "regionally significant industrial areas" are located behind the levees. The Council sees that reducing the risk of flooding to these areas provides a pressure-relief valve for prime agricultural land located to the south and west of Portland. These industrial lands are linked to the continued vibrancy and success of our region. The 27 miles of levees built by the USACE serves an area that is also home to the Port of Portland, Portland International Airport, two intercontinental railroads and three interstate highways. This transportation hub contributes to a thriving traded sector economy in the leveed area that generates \$16 billion in annual economic activity and over \$7 billion in property value, much of this trade linked into international markets.

Beyond Metro's efforts to support the regional economy, Metro also owns and operates a number of vital assets located behind the levees. The Gleason Memorial Boat Ramp and Chinook Landing Marine Park provide public access to the Columbia River for anglers and others. Blue Lake Regional

Park provides family-oriented recreational opportunities, fishing, and boating in East Multnomah County and Metro Expo Center is Oregon's largest multi-purpose facility, boasting over 333,000 square feet of exhibition halls and driving an economic multiplier effect that supports tourism to our region. Metro's assets behind the levees contribute to the livability of the region.

The levee system plays a quiet yet important part in our region's vibrancy. The Oregon Department of Geology and Mineral Industries estimated that an uncontrolled 100-year flood in the leveed area would displace 5,500 people from their homes and 42,900 from their jobs. That is more than 5% of the total employment in the Metro's jurisdiction. Reconstruction and recovery would take years. Not only would the Portland region's economic advantages be compromised, the national economic development advantage offered by our region's industries would also suffer.

If funded, the Portland Metropolitan Flood Protection Project would enhance long-term risk reduction of one of the most dynamic export and trade sectors on the West Coast. Thus, it is imperative that USACE receive the necessary funding to move forward with a New Start Feasibility Study. This study will assess the appropriate level of flood risk reduction for the Portland metropolitan levee system as a whole, identify problems and opportunities, and recommend solutions.

For the reasons stated above and more, we enthusiastically urge your support of the Portland Metropolitan Flood Protection Project General Investigations Feasibility Study to increase the resiliency of the Portland Metropolitan Levee System. I urge you to ensure this project is selected as a New Start Study in the U.S. Army Corps of Engineers' FY2018 Work Plan.

Sincerely,

Metro Council President Tom Hughes
On behalf of the Metro Council