

# W O R K S E S S I O N

600 NORTHEAST GRAND AVENUE | PORTLAND, OREGON 97232 2736  
TEL 503 797 1700 | FAX 503 797 1797



**METRO**

MEETING: METRO COUNCIL WORK SESSION  
DATE: January 31, 1995  
DAY: Tuesday  
TIME: 2:00 PM  
PLACE: Metro Council Chamber

Approx. Time *			<u>Staff Presenter</u>	<u>Lead Councilor</u>
2:00 PM		<b>CALL TO ORDER AND ROLL CALL</b>		
(5 min.)	1.	<b>INTRODUCTIONS</b>		
(5 min.)	2.	<b>CITIZEN COMMUNICATIONS</b>		
(5 min.)	3.	<b>EXECUTIVE OFFICER COMMUNICATIONS</b>		
	4.	<b>OTHER BUSINESS</b>		
2:15 PM (30 min.)	4.1	Discussion of the Proposed Intergovernmental Agreement (IGA) on the Regional Arts and Cultural Agency (RACC)		Washington
3:45 PM (45 min.)	4.2	Discussion of Council Public Affairs activities.	Lisa Creel	
4:30 PM (15 min)	5.	<b>LEGISLATIVE ISSUES</b>		
4:45 PM (10 min.)	6.	<b>COUNCILOR COMMUNICATIONS</b>		
4:55 PM		<b>ADJOURN</b>		

Items scheduled at the work session may be continued for further discussion or action at the regular Thursday Council meeting.

For assistance/Services per the Americans with Disabilities Act (ADA), dial TDD 797-1804 or 797-1540 (Council Office)

\* All times listed on the agenda are approximate; items may not be considered in the exact order listed.

**AGENDA ITEM NO. 4.1**  
**Meeting Date: January 31, 1995**



## METRO

Date: January 25, 1995

To: Councilor Washington, Regional Facilities Lead Councilor  
Councilor McCaig, Regional Facilities Support Councilor

From: Donald E. Carlson, *DE* Council Analyst

Re: Review of the Proposed Intergovernmental Agreement (IGA)  
on the Regional Arts and Cultural Agency (RACC)

The purpose of this memo is to follow up on our meeting with representatives of the art community who are advocating Council approval of the IGA on the RACC. At that time you asked me to provide a list of questions and comments regarding the proposed IGA for consideration by both the RACC advocates and the Council. It is my understanding that this matter will be on the January 31, 1995 Council Work Session agenda. Below are my questions or comments.

1. In the Recitals section of the IGA it appears the RACC has been established to take on the responsibilities of the Regional Arts Council and ultimately accept the duties of the Metropolitan Arts Commission (MAC) which is an institution created by intergovernmental agreement between the City of Portland and Multnomah County. What is the reason for the creation of a private non-profit organization to undertake this effort rather than transform the MAC into a regional organization?

2. In the Recitals section of the IGA in the sub-section titled "Public Art Program (Page 2) the statement is made that ordinances are in place for MAC to manage several governments Per Cent for Art Programs (including Metro). Will the relationship between RACC and the various governmental units automatically continue as a result of the approval of the IGA, or will some other action be necessary?

3. On Page 4 of the IGA the parties agree that the RACC shall be designated as the arts and cultural agency for the region. What is the meaning of this designation? Is it an exclusive designation? Are the jurisdictions party to the IGA prohibited from providing direct support for art and cultural programs provided by other organizations?

4. The IGA provides for a Board of Directors for the RACC of 23 members and provides a method for the selection of the Board. What is the rationale for the number of Board members and the method of selection? Is it based on a population formula or the potential ratio of expected contributions from the various governmental entities involved, or some other reason?

5. The IGA on Page 5 provides a commitment by the parties to the agreement to work with the RACC to implement the Arts Plan 2000+. As shown in Exhibit A attached the Arts Plan 2000+ contains approximately 37 Key Recommendations and specific Proposals for Action under 10 key subject matter headings ranging from Arts Education to Resources. Two Key Recommendations in the Resource section are 1) to find a dedicated source of public funds for regional and local arts programs and 2) to increase public funding for the arts to \$6 million annually by 1996. While Metro has participated in various studies in recent years regarding potential funding for the arts, staff has not found any record of the Metro Council outright adopting the Arts Plan 2000+ recommendations.

6. Nowhere in the IGA is there language which addresses the issue of oversight of the operation and program of the RACC by any of the entities which will provide funds to support the operation of the RACC. How will this subject be dealt with? To whom is the RACC accountable?

7. The IGA on Page 5 contemplates service agreements between the RACC and individual jurisdictions for developing and administering arts and cultural programs? What are examples of these service agreements? How will the services provided by these agreements differ from the services contemplated to be provided as a result of general contributions made by various jurisdictions as a result of this IGA?

8. Have the Bylaws for the RACC been adopted? If so, by whom and how do they relate to the provisions included in the IGA?

cc: Metro Council  
Mike Burton, Executive Officer  
Bill Bulick  
Pat Harrington  
Kathleen Johnson-Kuhn

RACC IGA.memo

EXHIBIT A  
(Excerpts from ARTS PLAN 2000+)

**KEY RECOMMENDATIONS**

Leadership, resources and coordination will strengthen programs and make them more widely available to our region's children. Local citizens and planners have identified three priorities: school-based instruction, educational programs offered by arts organizations, and opportunities for lifelong arts education.

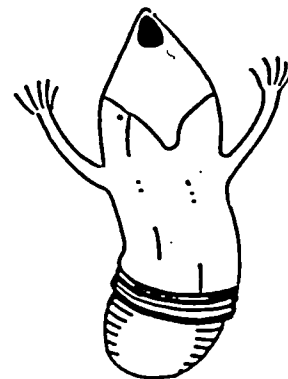
▼ Establish a Regional Arts Education Steering Committee, staffed through the regional arts council, to plan, fund raise and advocate for arts education. Members will represent public and private schools, colleges and universities, cultural organizations, businesses, parents and community organizations.

▼ Provide funds for exemplary arts education programs in schools and community settings to be matched by schools and the private sector.

▼ Initiate an "arts team on loan to schools" program to demonstrate the role of the arts in childhood development and help schools adopt state-mandated arts education goals.

▼ Upgrade teacher certification requirements to reflect the skills necessary to meet state curriculum goals in the arts and to incorporate the arts into total childhood development.

▼ Increase multi-cultural arts activities in schools, recreation programs and arts organizations by offering coordination and financial support to successful diversity outreach programs.



A public opinion survey conducted by the Wolf Organization reported an extremely high level of support, region-wide, for arts education programs.

## ARTS PLAN ACTION PLAN FOR ARTS EDUCATION

REC #	PROPOSALS FOR ACTION	ADOPT WITH PLAN	BY FY 94	BY FY 96	POSSIBLE IMPLEMENTING ORGANIZATION
1	Establish a Regional Arts Education Steering Committee.	▼			Regional Arts Council
2	Provide funds for exemplary arts education programs in schools and community-based settings.		▼		Regional & Local Arts Councils Schools Foundations Business Individuals
3	Initiate an "arts team on loan to schools" program.		▼		Arts Organizations Arts Education Steering Comm. Schools Artists
4	Upgrade teacher certification requirements to reflect the skills necessary to meet state curriculum goals in the arts and to incorporate the arts into total childhood development.		▼		Arts Education Steering Comm. Higher Education
5	Increase multi-cultural arts activities in schools, recreation programs and arts organizations.	▼			Regional & Local Arts Councils Arts Organizations Reg. Parks & Rec. Programs Multi-Cultural Arts Task Force
6	Convene a regional "arts in education" conference.		▼		Arts Education Steering Comm. Arts Organizations Regional & Local Arts Councils Schools & Higher Education
7	Establish a regional "awards for excellence in arts education" recognition program.			▼	Arts Education Steering Comm.
8	Initiate a Teacher Pre-Service and In-Service Art Education Project.		▼		Arts Education Steering Comm.
9	Create a parent arts advocacy group in each school.		▼		Arts Education Steering Comm. Schools Parent/Teacher Assoc.

### KEY RECOMMENDATIONS

- ▼ Encourage more free and low-priced events to attract new audiences.
- ▼ Provide grants to arts organizations for pursuing new audiences, including the disabled and traditionally underserved populations, and for developing activities which extend activities throughout the region.
- ▼ Establish a central marketing group, staffed under the regional arts council, to promote collaborative audience development and outreach efforts among arts groups, community development agencies, tourism associations and arts councils.
- ▼ Design and implement a long-range plan to promote cultural tourism. Elements may include tour packages, and centralized ticketing.



It is important that no one leaves this earth without discovering who and what they are as an artist.

▼ Sharon Morgan,  
Director of the  
Oregon Coast Council  
for the Arts

## ARTS PLAN ACTION PLAN FOR ACCESS TO THE ARTS

REC #	PROPOSALS FOR ACTION	ADOPT WITH PLAN	BY FY 94	BY FY 96	POSSIBLE IMPLEMENTING ORGANIZATION
1	Encourage more free and low-priced events.	▼			Arts Organizations Regional & Local Arts Councils Metro. Expo. Rec. Comm. Business Foundations Individuals
2	Provide grants to arts organizations for pursuing new audiences.	▼			Regional & Local Arts Councils Eco. Dev. & Tourism Agencies Business Foundations Individuals
3	Establish a central marketing group to promote collaborative audience development and outreach efforts.	▼			Regional & Local Arts Councils Eco. Dev. & Tourism Agencies Business Foundations Individuals MERC
4	Design and implement a long-range plan to promote cultural tourism.		▼		Regional & Local Arts Councils Eco. Dev. & Tourism Agencies Business Foundations Individuals MERC
5	Develop region-wide information and promotion strategies to encourage greater public participation in the arts.		▼		Regional & Local Arts Councils Eco. Dev. & Tourism Agencies Business Foundations Individuals MERC
6	Take advantage of the arts and cultural implications of Portland's role as a Pacific Rim City	▼			Arts Organizations Sister City Organizations Eco. Dev. & Tourism Agencies Regional & Local Arts Councils Higher Education
7	Create a world-class international arts festival emerging from leadership of existing festivals and arts organizations.			▼	Arts Organizations Regional & Local Arts Councils Eco. Dev. & Tourism Agencies Business Foundations MERC
8	Explore opportunities to develop and sell arts-related products that promote the arts of the area and provide support to local artists.		▼		Arts Organizations Regional & Local Arts Councils
9	Enhance convenience and safe accessibility in connection with getting to and from regional arts events.		▼		Regional Governments Regional & Local Arts Councils Eco. Dev. & Tourism Agencies Assoc. for Portland Progress Portland OR Visitor's Assoc. MERC TRI-MET

### **KEY RECOMMENDATIONS**

- ▼ Permanently fund and staff the Minority Outreach Program begun by the Metropolitan Arts Commission. The program offers training and information on funding sources for minority artists and arts organizations region-wide.
- ▼ Extend funding for fellowships and commissions to all artists and arts organizations. Ensure fair evaluation of minority applicants.
- ▼ Increase the number of culturally diverse artists used in programs such as Arts in Education, Art Literacy and Young Audiences.
- ▼ Create “arts incubators” for small and emerging arts organizations, especially multi-cultural and underserved groups, through business/arts partnerships.



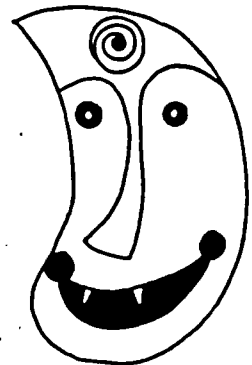
People of color  
constitute 17% of the  
population, yet only  
5% of arts audiences.  
▼ The Wolf Report

REC	#	PROPOSALS	ADOPT BY WITH FY PLAN 94	BY FY 96	POSSIBLE IMPLEMENTING
1		Permanently fund and staff the Minority Outreach Program.	▲		Regional Arts Council
2		Extend funding for fellowships and commissions to all artists and arts organizations.	▲		Regional Arts Council
3		Increase the number of culturally diverse artists used in programs such as Arts in Education, Art Literacy or Young Audiences.	▲		Regional & Local Arts Councils Arts Organizations NW Multi-Cultural Task Force Schools
4		Create "arts incubators" for small and emerging organizations through business/arts partnerships.	▲		Regional Arts Council OR Bus. Comm. for the Arts OR Assoc. of Minority Entrepreneu Portland Development Comm. Reg. Chambers of Commerce
5		Encourage arts organizations to increase culturally diverse and targeted constituent programming as appropriate to their artistic goals.	▲		Regional Arts Council
6		Foster and fund non-school based education programs including those based in neighborhoods and those which are aimed at preserving and presenting the work of various cul- tures and targeted constituent groups.	▲		Regional & Local Arts Councils Reg. Parks & Recreation Prog.
7		Insure barrier-free and decentralized facilities for arts activities in neighborhoods for culturally diverse and targeted constituent groups.	▲		Regional Governments Recreation Agencies Arts Organizations
8		Build on MAC's Multi-Cultural Issues Committee to regionally focus on concerns to people of color.	▲		Regional Arts Council
9		Create a regional Targeted Constituents Issues Committee to address arts accessibility for underserved populations - senior, disabled and homosexual.	▲		Regional Arts Council
10		Encourage arts organizations and local governments to include representatives of underserved communities on boards and selection committees.	▲		Regional & Local Arts Councils
11		Develop strategies and tools for dissemi- nating information to the various cultural communities and targeted constituents.	▲		Regional & Local Arts Councils Arts Organizations
12		Take advantage of the arts and cultural implications of Portland's role as a Pacific Rim City.	▲		Arts Organizations Sister City Organizations Eco. Dev. & Tourism Agencies Regional & Local Arts Councils

## ARTS PLAN ACTION PLAN FOR DIVERSITY

### KEY RECOMMENDATIONS

- ▼ Establish a dedicated funding source for the arts which supports regional programs and facilities and also funnels dollars directly to communities.
- ▼ Assemble a regional leadership group of prominent citizens and business leaders devoted to the region's cultural sector.
- ▼ Create a regional arts council, based on the Metropolitan Arts Commission, to coordinate arts programs and lobby for expanded public funding. Clark, Clackamas, Multnomah and Washington Counties, METRO and local governments will be invited to create such an organization.
- ▼ Appoint an ad hoc group of the *Arts Plan 2000+* steering committee to monitor the creation of the regional arts council and the leadership group.



The greatest need is developing a corps of active, prominent community leaders for the arts.

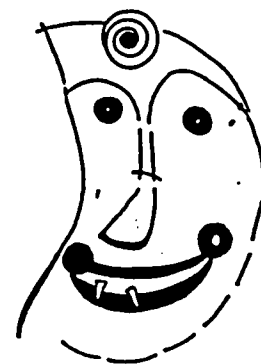
▼ The Wolf Report

## ARTS PLAN ACTION PLAN FOR REGIONAL COORDINATION

REC #	PROPOSALS FOR ACTION	ADOPT WITH PLAN	BY FY 94	BY FY 96	POSSIBLE IMPLEMENTING ORGANIZATION
1	Establish a dedicated funding source for the arts which supports regional programs and facilities.	▼			Regional Governments Private Leadership Citizens
2	Assemble a regional leadership group of prominent citizens and business leaders devoted to the region's cultural sector.	▼			OR Bus. Comm. for the Arts
3	Create a regional arts council based on the Metropolitan Arts Commission.	▼			Regional Governments
4	Appoint an ad hoc group of AP2+ Steering Committee to monitor the creation of a Regional Arts Council and leadership group.	▼			AP2+ Steering Committee Regional & Local Governments
5	Forge allies and partnerships for regional funding options with projects such as Greenspaces, the Zoo, libraries and the End of the Oregon Trail Interpretive Center.	▼			Regional Governments Regional & Local Arts Councils Arts Organizations Metro. Expo. Rec. Comm.

### **KEY RECOMMENDATIONS**

- ▼ Create Artist Trust, a private, independent non-profit corporation, to provide grants and advocacy for individual artists.
- ▼ Initiate a fellowship program, under the regional arts council, for exemplary artists.
- ▼ Increase grants for artists' community projects.
- ▼ Expand technical assistance and business training programs for artists.
- ▼ Assist artists in securing cooperative, low-cost studio and presenting spaces.



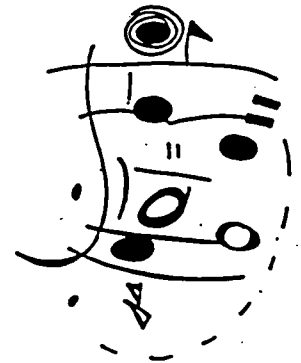
We cannot afford the  
flight of our most  
creative citizens.

## ARTS PLAN ACTION PLAN FOR ARTISTS

REC #	PROPOSALS FOR ACTION	ADOPT WITH PLAN	BY FY 94	BY FY 96	POSSIBLE IMPLEMENTING ORGANIZATION
1	Create Artist Trust to provide grants and advocacy for individual artists.	▼			Artists Business Foundations Individuals
2	Initiate a fellowship program for exemplary artists.		▼		Regional Arts Council Artist Trust Foundations Business Individuals
3	Increase grants for artists' community projects.	▼			Regional Arts Council Artist Trust Foundations Business Individuals
4	Expand technical assistance and business training for artists.	▼			Regional & Local Arts Councils Foundations OR Business Comm. for Arts OR Assoc. of Minority Entrepreneu Artist Trust
5	Assist artists in securing cooperative, low-cost studio and presenting space.		▼		Regional & Local Arts Councils Redevelopment Agencies Private Developers Artist Trust
6	Create an annual state-wide Arts Congress for artists and arts organizations to share common concerns.		▼		Regional & Local Arts Councils Arts Organizations Artist Trust

### **KEY RECOMMENDATIONS**

- ▼ Increase funding for operating expenses of arts organizations.
- ▼ Support small, emerging, and multi-cultural organizations through:
  - 1) Grants for community projects
  - 2) Technical assistance for fundraising and business training
- ▼ Investigate a one-time, public/private funding initiative to financially stabilize arts organizations that would not compete with individual organizations' fundraising campaigns.
- ▼ Establish fair and equitable support for facility use, including appropriate rent for non-profit users of PCPA, and support for organizations which own and operate their own regionally significant facilities.



Attendance at arts activities in 1990 was estimated at over three million.

## ARTS PLAN ACTION PLAN FOR ARTS ORGANIZATIONS

REC #	PROPOSALS FOR ACTION	ADOPT WITH PLAN	BY FY 94	BY FY 96	POSSIBLE IMPLEMENTING ORGANIZATION
1	Increase funding for operational expenses for arts organizations.	▼			Regional Governments Business Foundations Individuals
2	Support small, emerging and multi-cultural organizations through grants and technical assistance.	▼			Regional & Local Arts Councils Foundations Business
3	Investigate a one-time, public/private funding initiative to financially stabilize arts organizations.		▼		Regional Arts Council Arts Organizations OR Bus. Comm. for the Arts Foundations Business
4	Establish fair and equitable support for facilities, including appropriate rent for non-profit users of PCPA and support for organizations which own and operate their own regionally significant facilities.	▼			Regional Arts Council Metro. Expo. Rec. Comm.
5	Expand existing project grant program.	▼			Regional Arts Council
6	Offer technical assistance to arts organizations in fund-raising, with an increased emphasis on planned giving.		▼		Regional Arts Council OR Bus. Comm. for the Arts Non-profit Community
7	Develop "Reverse Technical Assistance" to assist corporations and media in meeting their arts support goals.	▼			Arts Organizations
8	Develop a regional marketing strategy which includes joint promotion and packages.	▼			Regional Arts Council Arts Organizations Eco. Dev. & Tourism Agencies Business MERC
9	Create an annual state-wide Arts Congress for artists and arts organizations to share common concerns.			▼	Regional & Local Arts Councils Arts Organizations Artist Trust

### **KEY RECOMMENDATIONS**

- ▼ Encourage public agencies, municipalities and businesses region-wide to adopt public art programs.
- ▼ Increase the ratio of artists and arts professionals on public art advisory committees.
- ▼ Expand the definition of public art to include works of limited duration, and performing arts, literature, historical documentation, film and video projects.
- ▼ Increase commissions of public art that represent minority and international cultures through wider publicity about available commissions and by inviting people of various cultures to serve on selection panels.



This newspaper has supported the One Percent for Art program... because it produces more effective buildings, improving the quality of life of the people who work and have dealings there.

▼ *The Oregonian*,  
May 3, 1989

### ARTS PLAN ACTION PLAN FOR PUBLIC ART

REC #	PROPOSALS FOR ACTION	ADOPT WITH PLAN	BY FY 94	BY FY 96	POSSIBLE IMPLEMENTING ORGANIZATION
1	Encourage public agencies, municipalities and businesses region-wide to adopt public art programs.	▼			Regional & Local Arts Council Reg. Public Art Programs Private Leadership
2	Increase the ratio of artists and arts professionals on public art selection committees.	▼			Regional & Local Arts Council Reg. Public Art Programs Artist Trust
3	Expand the definition of public art to include works of limited duration and performing arts, literature, historical documentation, film and video projects.	▼			Regional & Local Arts Council Reg. Public Art Programs
4	Increase commissions of public art that represent minority and international cultures.	▼			Regional & Local Arts Council Reg. Public Art Programs
5	Develop educational programs to promote the understanding and benefit of public art.		▼		Regional & Local Arts Council Arts Education Steering Comm
6	Encourage early planning for permanent, commissioned public art works, beginning simultaneously with architecture and landscape design.		▼		Regional & Local Arts Council
7	Develop policies and guidelines to improve stewardship of existing and future public art.		▼		Regional & Local Arts Council
8	Charge agencies their fair share for program management to provide adequate staffing.	▼			Regional Arts Council
9	A new approach to public art conservation should be developed which includes more complete planning, registration, condition monitoring and more realistic budgeting for conservation.		▼		Regional & Local Arts Council
10	The Regional Arts Council, as a model for the region, should develop a clear statement of purpose for its public art collection with standards to guide acquisition, screening and de-accessioning. A system should be developed for evaluating individual projects or collections as a whole.	▼			Regional Arts Council
11	Effective methods should be in place to encourage high quality art in projects by private developers.		▼		Regional & Local Arts Council
12	Design interactive education and marketing programs aligned to public art pieces and coordinated to each new work.			▼	Regional & Local Arts Council

**KEY RECOMMENDATIONS**

▼ Create a Regional Cultural Facilities Planning Group, through the regional arts council, to advise new facilities development throughout the region. This group will establish priorities and a process for siting facilities and also work with local governments to help them plan and build new facilities.

▼ Secure a regional dedicated funding source for PCPA's operations, capital improvements, marketing and educational programming.

▼ Reduce rent and user fees to arts organizations at PCPA and provide analogous support to arts organizations which own and operate their own facilities.



To solve that problem (Portland Center for the Performing Arts) without addressing other issues such as the operating losses of other arts organizations, multi-cultural arts programming, neighborhood facilities, arts education, cultural tourism, or the many other challenges brought up by this planning process would be a mistake.

▼ The Wolf Report

## ARTS PLAN ACTION PLAN FOR CULTURAL FACILITIES

REC #	PROPOSALS FOR ACTION	ADOPT WITH PLAN	BY FY 94	BY FY 96	POSSIBLE IMPLEMENTIN ORGANIZATION
1	Create a Regional Cultural Facilities Planning Group to coordinate new facilities development.	▼			Regional Arts Council Redevelopment Agencies Regional Governments Arts Organizations
2	Secure a regional dedicated funding source for PCPA's operations, capitol improvements, marketing and educational programming.	▼			Regional Governments Private Leadership Citizens
3	Reduce rent and user fees to arts organizations at PCPA and provide analogous support to arts organizations which own and operate their own facilities.	▼			Regional Arts Council Metro. Expo. Rec. Comm.
4	Support the major recommendations of the METRO Facilities Study Subcommittee on the Portland Center for the Performing Arts.	▼			Regional & Local Arts Council Regional Governments Business
5	Maintain a database of existing and proposed facilities in the region.	▼			Regional Arts Council Redevelopment agencies

### **KEY RECOMMENDATIONS**

- ▼ Assemble a regional leadership group of prominent citizens and corporate representatives which will devote itself to the needs and opportunities of the region's cultural sector.
- ▼ Establish a dedicated public funding source for the arts which supports regional programs and facilities and also funnels dollars directly to local communities' programs.
- ▼ Increase public funding for the arts to \$6 million annually by 1996.
- ▼ Increase contributions from corporations, foundations and individuals.



Arts Plan has set a goal of \$6 million in public funding for the arts by the year 1996: the price of one movie ticket per resident per year.

## ARTS PLAN ACTION PLAN FOR RESOURCES

REC #	PROPOSALS FOR ACTION	ADOPT WITH PLAN	BY FY 94	BY FY 96	POSSIBLE IMPLEMENTING ORGANIZATION
1	Assemble a regional leadership group of prominent citizens and business leaders devoted to the region's cultural sector.	▼			OR Bus. Comm. for the Arts
2	Establish a regional dedicated funding source for the arts.		▼		METRO Local Governments Citizens OR Bus. Comm. for the Arts
3	Increase public funding for the arts to \$6 million annually by 1996.			▼	METRO Cities Counties
4	Increase contributions from corporations, foundations and individuals.	▼			OR Bus. Comm. for the Arts Regional & Local Arts Councils Foundations Business Individuals
5	Establish a formula for redistribution of arts funds to assure local municipalities that they will have cash available for local needs.	▼			METRO Local Governments Regional & Local Arts Councils



METROPOLITAN ARTS COMMISSION

January 12, 1995

TO: Don Carlson, Staff to the Metro Council  
FROM: <sup>DB</sup> Bill Bulick, Executive Director

We're looking forward to working with you.

I'm hoping you've already had time to talk with Casey and Ed Washington about the regional arts and facilities issues. Enclosed is a packet of background materials, including the following:

- 1) The Intergovernmental Agreement enabling the Metropolitan Arts Commission to implement the Regional Arts Funding Task Force and Arts Plan recommended transition to a regional non-profit organization, the Regional Arts and Culture Council (RACC). It is our fond hope that Metro can move on this fairly quickly. Clackamas and Washington Counties and the City of Portland have already approved; Multnomah County will approve it on January 26. We are planning a signing ceremony and open house in our new space in early February. It is very important to us that Metro be a full partner at this historic new beginning

This agreement does not obligate Metro to any funding. Funding decisions will be handled on a year to year basis via a contract for services such as the one currently in effect. However, the Regional Arts and Cultural Council does need this governmental designation to apply for federal funding, such as the \$470,000 NEA award that is currently benefiting the region. We plan to apply for a major NEA arts in education grant in January.

The Intergovernmental Agreement was presented to the Regional Facilities Committee in December along with a report of our progress on activities funded by Metro. The Committee response was extremely positive. My understanding is that Dan Cooper and Casey reviewed the document and felt fine about it too. We had hoped to bring it before the Council before the end of December but just ran out of time.

2) A report from the Metropolitan Arts Commission and the Business Committee for the Arts (BCA) about the progress made on programs funded by Metro in the current 94/95 fiscal year. I think you will see that much has been accomplished – all groundwork needed to meet the challenges ahead.

3) A draft 95/96 budget proposal for the next phase of RACC/BCA work that was presented to Rena Cusma and Mike Burton as they pulled their proposals together. It is my understanding that Mike has included it in his draft budget.

4) Copies of the information outlining the fiscal crisis at the PCPA.

I hope that we can meet with you soon.

# INTERGOVERNMENTAL AGREEMENT

## PARTIES

This Intergovernmental Agreement is among the City of Portland, Oregon, Multnomah County, Oregon, Clackamas County, Oregon, Washington County, Oregon, Clark County, Washington, and Metro, Oregon.

## RECITALS

### 1. STATEMENT OF HISTORY OF METROPOLITAN ARTS COMMISSION (MAC)

#### a. City of Portland/Multnomah County Intergovernmental Agreement

##### (i) Purpose

The City of Portland, Oregon and Multnomah County created by Intergovernmental Agreement, dated July 1, 1973, as amended, a City/County Commission known as the Metropolitan Arts Commission (MAC). The purpose of MAC is to promote and encourage programs to further the development and public awareness of and interest in the visual and performing arts.

##### (ii) Fiscal Agent

The City/County Intergovernmental Agreement designated the City of Portland as the final fiscal agent of MAC and employees of MAC were deemed employees of the City for purposes of determining fringe benefits.

##### (iii) Regional Planning

MAC has distinguished itself with a record of high quality re-grant, technical assistance and public art programs and has attained national recognition for its leadership in linking the arts to other important community priorities and planning processes. In 1989, as an extension of its leadership, MAC became an advocate of a region-wide planning process that addressed the opportunities of arts and cultural growth and the chronic problems associated with providing broad and affordable public access to first-hand arts and cultural experiences.

##### (iii) Arts Plan 2000+

Arts Plan 2000+, a citizen created cultural plan, was completed in February, 1992 with goals of region-wide access, coordination, support, policy and planning for the arts. Arts Plan made 72 recommendations to achieve a vital and regionally

balanced arts and cultural sector, recognizing the varied interests of the public, the individual artists, facility and fiscal needs of arts organizations. A coordinated, regional approach was identified as a key to fulfillment of all strategies. MAC was directed by an amendment to the 1973 City/County Intergovernmental Agreement to transform and expand into a regional coordinating body. In partnership with all affected jurisdictions MAC appointed a regionally balanced "Regional Arts Council Transition Team" which developed a new agenda and governing structure, adopted by MAC, the City of Portland, Multnomah County, Clackamas and Washington Counties and the Regional Arts Funding Task Force. The Regional Arts Funding Task Force is a Metro/City of Portland Task Force with representation from all regional counties.

(iv) Addition of Clackamas, Clark, and Washington Counties

The City and County in 1993 amended the City/County Intergovernmental Agreement to include serving Clackamas, Washington and Clark Counties in the implementation of Arts Plan 2000+. The Plan directed MAC to strengthen the organization, planning and development of the region-wide arts industry toward broad regional goals of access, inclusion, education, economic development and quality of life and to enter into contracts for grants and services in those jurisdictions.

b. Public Art Program

(i) Establishment of Public Art Program

As a part of the development of a region-wide arts industry, the Public Art Program was established in 1980. Ordinances are in place that provide for MAC management and collection of funds for the Percent for Public Art Programs for the City of Portland, Multnomah County, and Metro. MAC contracts with Tri-Met, Port of Portland, City of Gresham and with other public agencies for the selection and management of Public Art. MAC, with advice from the Public Art Advisory Committee is responsible for selection, acquisition, siting, maintenance, administration, deaccessioning, community education, and registration of Public Art in the City/County Public Art Collection.

(ii) Zoning Code responsibility

MAC is responsible for approving art substitutes

for ground floor windows and for approving art bonus floor area ratios as defined in the City of Portland Zoning Code (Title 33) according to MAC adopted guidelines.

(iii) Other responsibilities

The Public Art Program also operates the Metropolitan Center for Public Art, administers the Visual Chronicle of Portland Collection, and participates in the joint approval process for memorials in public parks as described in the City's policy for placing memorials in public parks.

c. Public Art Trust Fund

The Public Art Trust Fund is a fund within the City of Portland Treasury into which monetary contributions for Public Art are deposited. Of the 1.33% of the total costs of improvement projects, 1% is used for costs associated with Public Art including acquisition, siting, maintenance and deaccessioning. The .33% is used for selection, administration, community education and registration of Public Art. Separate accounts are established within the Public Art Trust Fund if separate accounting is requested by a participating agency or required by law.

d. Regional Funding and Programs

As a result of Arts Plan 2000+, Washington and Clackamas Counties and Metro have recognized the importance of regional cooperation, coordination and collaboration by recognizing MAC as the designated regional arts council and they have made their first contributions to a regional funding pool.

2. STATEMENT OF HISTORY OF REGIONAL ARTS AND CULTURE COUNCIL (RACC)

a. Incorporation and tax status

RACC is incorporated under the Oregon Nonprofit Corporation Law. RACC is tax exempt under Section 501(c)(3) of the Internal Revenue Code.

b. Formerly called Metropolitan Regional Arts Council

Founded during Arts Plan 2000+ in 1991, the Metropolitan Regional Arts Council was established to administer an Arts in Education Program and to ultimately accept the duties of MAC and to expand those duties on a regional basis.

c. Articles of Incorporation and Bylaws

The Regional Arts and Culture Council has amended its articles of incorporation and bylaws to reflect the change from the Metropolitan Regional Arts Council to RACC.

c. Purposes

RACC exists to foster the development of arts and culture among our regional communities so that they might touch and improve the lives of all citizens, to represent the public in cultural policy making, and to provide leadership, financial support, resource development, strategic planning, advocacy and coordination of the regional arts industry.

RACC will be the steward of public investment in the arts, providing cost effective, efficient and flexible services in the promotion of access, inclusion and excellence in the arts and culture; to leverage other resources for the arts and culture; to enhance their contribution to economic vitality, educational opportunities, neighborhood and community revitalization, social harmony, regional growth management and overall quality of life.

WHEREFORE: THE PARTIES AGREE AS FOLLOWS:

1. RACC DESIGNATED AS REGIONAL ARTS AND CULTURAL AGENCY

RACC shall be designated as the arts and cultural agency with responsibility for the stewardship of public investment, and for serving citizens of the region by providing leadership, strategic planning, policy development, coordination, and financial support of the regional arts industry.

2. SELECTION OF BOARD OF DIRECTORS

The board of directors shall consist of twenty three members as long as the governmental entities listed below continue to be a party to this agreement. If a governmental entity chooses to withdraw from this agreement, then the number of directors shall be reduced by the number of directors assigned to that jurisdiction. The RACC board of directors, or a board committee to which the task has been delegated, shall work in conjunction with citizens and elected officials of each jurisdiction, to develop a list of potential candidates for each appointing authority. From those lists, directors shall be appointed as follows: 6 directors appointed by the Multnomah County Chair; 10 directors appointed by the Mayor of the City of Portland; 2

directors appointed by the Chair of the Clackamas County Board of Commissioners; 2 directors appointed by the Chair of the Washington County Board of Commissioners; 1 director appointed by the Chair of the Clark County Board of Commissioners; and, 2 directors appointed by the Metro Executive.

3. APPOINTMENT OF LIAISON

Each jurisdiction shall appoint one elected official to serve as liaison to RACC.

4. IMPLEMENTATION OF ARTS PLAN 2000+

The parties to this agreement shall work with RACC to implement Arts Plan 2000+.

5. REGIONAL FUNDING

The parties to this agreement shall identify and seek a new regional public sector mechanism for funding the arts and culture with RACC assuming responsibility for administering and distributing funds for arts and cultural programs.

6. TRANSITION AGREEMENT

A transition agreement shall be entered into between the City of Portland and RACC, transferring MAC services, employees, assets and contracts.

7. TERMINATION OF CITY OF PORTLAND AND MULTNOMAH COUNTY INTERGOVERNMENTAL AGREEMENT

The Intergovernmental Agreement between the City of Portland and Multnomah County shall be terminated as of the effective date of this agreement and the City of Portland and Multnomah County agree that the assets of MAC listed in Exhibit A of the Transition Agreement shall be distributed to RACC notwithstanding Clause XI of the City/County Intergovernmental Agreement.

8. SERVICE AGREEMENTS BETWEEN RACC AND INDIVIDUAL JURISDICTIONS

Services agreements for developing and administering arts and culture programs shall be entered into between RACC and City of Portland, Multnomah County, Clackamas County, Clark County, Washington County, and Metro.

9. IMPLEMENTATION

(a) Arbitration

In the event of unforeseen difficulties of implementation, the parties agree to negotiate in good faith with each other. If dispute negotiations are not successful, the parties shall attempt mediation. If mediation is not successful, any party to a dispute may

submit the dispute to binding arbitration by giving notice to all other parties to the dispute. The arbitration shall be conducted by an arbitrator mutually agreed upon by the parties. In the event the parties cannot agree on the arbitrator, then the arbitrator shall be appointed by the Presiding Judge (Civil) of the Circuit Court of the State of Oregon for the County of Multnomah. The arbitrator shall be selected within thirty (30) days from the notification of the submission of the dispute to arbitration. The arbitration, and any litigation arising out of or in connection with this Agreement, shall be conducted in Portland, Oregon, shall be governed by the laws of the State of Oregon, and shall be as speedy as reasonably possible. The applicable arbitration rules for the Multnomah County courts shall apply unless the parties agree in writing to other rules. The arbitrator shall render a decision within forty-five (45) days of the first meeting with the parties. Insofar as the parties legally may do so, they agree to be bound by the decision of the arbitrator.

(b) Performance of work

Notwithstanding any dispute under this Agreement, whether before or during arbitration, RACC shall continue to perform its work pending resolution of the dispute.

10. EFFECTIVE AND TERMINATION DATES

This Intergovernmental Agreement shall be effective as of January 15, 1995 and shall continue until: (a) it is terminated by mutual agreement of the parties or (b) jurisdictions having authority cumulatively to appoint more than eleven directors have withdrawn from the Agreement. A jurisdiction can cease to be a part of the Agreement with sixty (60) days notice to the RACC Executive Director. Withdrawal of a jurisdiction from the Intergovernmental Agreement shall not be cause for enforcement of paragraph 9 (a). The withdrawal of a party

from the Agreement shall not change the Agreement among the remaining parties as long as the parties remaining have appointing authority of a total of twelve (12) or more directors.

**CITY OF PORTLAND, OREGON**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Mayor  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Auditor  
Date: \_\_\_\_\_

**REVIEWED:**

\_\_\_\_\_  
City of Portland Attorney

**MULTNOMAH COUNTY, OREGON**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**REVIEWED:**

\_\_\_\_\_  
County Counsel

**METRO, OREGON**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CLACKAMAS COUNTY, OREGON**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**WASHINGTON COUNTY, OREGON**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CLARK COUNTY, WASHINGTON**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

F:\DATA\COUNSEL\WPDATA\WNE571LK.IGA\mrw



## METRO

To: Councilors

From: Lisa Godwin, Senior Public Affairs Specialist *LG*

Re: Draft public affairs workplan

Date: January 30, 1995

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Below is a draft workplan for public affairs activities related to the council. These are general ideas that can be refined further, once I get feedback and direction from you. I will discuss the draft workplan at your January 31 work session and will be available to answer your questions.

### Draft Public Affairs Workplan for Council

#### Newsletters

- Newsletters are an effective way of communicating directly with constituents. My suggestion would be to send one newsletter from the council three times a year.
- We should think of a way to personalize the newsletter to pertain to each district. One possibility is to have a four-page newsletter, with a one-page insert from each councilor.
- Primary cost will be mailing. Printing can be done in-house, although sorting by zip code or district should be done by a mail service. Staff time will be needed to write/edit copy, provide graphic design and oversee printing and mailing process.

#### Publications

- Ensure that council list and general Metro information appear in all publications Metro distributes to the public.

- Produce one-page bio for each councilor. (See sample). Update as needed. These can be used for councilor speaking engagements, media requests, citizen outreach, etc.

### Constituent outreach

- Councilor newsletters (see above).
- Draft letters to constituents in response to constituent communications on issues of major importance/controversy.

### Media training

- Conduct in-house training, both as a group and individually, on using the media effectively to reach the public. Need direction on what aspects of working with the media you would like assistance with. Also, do you want an outside media trainer or someone on-staff (me and/or Merrie Waylett)?
- Assist in gathering research and preparation prior to media interviews.

### Media relations

- Provide ongoing advice about how the public, via the media, are likely to view regional issues. Work with councilors to anticipate potential public reaction before controversial decisions are made and prepare press strategy accordingly.
- Write and send a press release following council meetings that includes actions of interest to the public, such as repeal of the construction excise tax.
- Continue to contact reporters individually when a council-related issue arises in which they might have an interest.
- Direct media requests to appropriate councilor(s) for interviews. Assist councilors in preparing for the interviews. Need direction from council about to whom to direct media interviews.
- Write and place "In My Opinion" pieces and letters-to-the-editor from councilors for The Oregonian and other newspapers.

- Develop opportunities for councilors to meet with editors and/or editorial boards. Schedule meetings and provide written materials.
- Notify area newspapers in advance of major speeches given by councilors so that they can provide notice and news coverage.
- Continue to write and place council ad every week that describes council meetings and agenda items.

#### Speakers bureau

- The Office of Public and Government Relations manages Metro's speakers bureau through Susan Lorain, the office's secretary. She and I need direction about to whom to direct speaking engagements.
- Provide up-to-date Metro publications for council library, which is kept in the council lounge. These publications should be taken out for speaking engagements whenever possible.
- Update slide show used for presentations/speeches.

#### Special events

- Coordinate with Metro programs/department heads to include councilors in all Metro special events (e.g., conferences, open houses, press conferences, public hearings, etc.)
- Develop innovative ways to use special events as a means of conveying to the public some of Metro's successes. A recent example of a successful special event that included both the executive officer and the councilors was the Region 2040 time capsule event.

#### Coordination with executive office

- Provide opportunities for councilors and the executive officer to participate together in special events, press conferences, speaking engagements, etc.

#### Local government relations

- Working primarily with Merrie Waylett, councilors should meet regularly with their local government constituents. Ideas include:

councilors appearing before city councils to provide quarterly updates on regional issues affecting those communities, setting up informal lunches periodically with mayors of local cities, including local government officials when appropriate in Metro special events and press opportunities.

- Write articles related to council issues for MetroLink, which is Metro's newsletter targeted to local governments.

#### Miscellaneous

- Continue to work with Portland Cable Access on coverage of council meetings and on Metro Matters.
- Explore other cable opportunities with cable producers and stations for programs that could include councilors.
- Develop a one-page factsheet on the Metro Council (elected by district, separation of powers, when and where it meets, areas of responsibility, etc.)

cc: Merrie Waylett  
Cathy Ross

METRO BILL REVIEW

To:

Today's Date: January 27, 1995  
Return to: Office of General Counsel  
Within: Three days/\_\_\_\_\_

Bill Number:

Reviewer: \_\_\_\_\_

What does this bill do? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Recommend action: Support \_\_\_ Oppose \_\_\_ Amend \_\_\_ Do Nothing \_\_\_

Priority: 1 - Critical or Metro-initiated \_\_\_\_\_  
2 - Significant/Needs close tracking \_\_\_\_\_  
3 - Monitor only \_\_\_\_\_  
4 - Not applicable/No impact/Do not track \_\_\_\_\_

How does the bill impact Metro? Be specific: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Fiscal impact: Yes \_\_\_ No \_\_\_ Approx. Amt. \_\_\_\_\_

Specific recommendations (amend, cite potential problems):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**DRAFT**

**PROPOSED AMENDMENT TO SB 281**

On page 1, line 19, after the word "appointed" delete the remainder of the line and insert, "as set forth in paragraphs (a) and (b) of this subsection.

(a) Each metropolitan service district councilor shall appoint one member to the commission. Appointees shall be residents of the district represented by the appointing councilor. Appointments made under this paragraph shall be submitted to the executive officer of the district. The executive officer shall determine if the appointments complies with the provisions of subsections (4) and (5) of this section.

(b) The executive officer shall appoint four members of the commission from a list of names submitted by the policy advisory committee established under the home rule charter of the district. Two of the commission members appointed under this paragraph shall reside outside of the metropolitan service district boundary, but within the jurisdiction of the commission.

(c) All appointments made under this subsection shall be subject to conformation by the governing body of the metropolitan service district."

On page 1, delete lines 20 through 30.

On page 2, delete lines 1 through 3.

On page 2, line 25, delete "executive officer" and insert "governing body".

On page 2, line 28, delete "executive officer" and insert "governing body".

On page 2, line 29, delete "executive officer" and insert "governing body".

JAN 21 1994

# Senate Bill 281

Sponsored by Senator CEASE (at the request of METRO, Portland Metropolitan Area Boundary Commission)

## SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure as introduced.

Requires certain local government boundary commissions to have 11 members.

Requires prompt appointment of new members to affected boundary commissions so that membership equals 11 members.

Declares emergency, effective on passage.

## A BILL FOR AN ACT

Relating to the membership of local government boundary commissions; creating new provisions; amending ORS 199.440; and declaring an emergency.

Be It Enacted by the People of the State of Oregon:

**SECTION 1.** ORS 199.440 is amended to read:

199.440. (1) A boundary commission shall have seven members. However, if the population of the area subject to the jurisdiction of the commission exceeds 500,000 and if the area subject to its jurisdiction is wholly or partly situated within the boundaries of a metropolitan service district, the commission shall have *[a number of]* 11 members *[that is equal to the number of councilors of the metropolitan service district]*.

(2) Except as provided in subsection (3) of this section, the Governor may appoint all members of a commission from a list of names obtained from cities, counties and districts within the area of jurisdiction of the boundary commission. The Governor shall prepare the list annually and keep it current so timely appointments will be made as vacancies occur. The Governor shall endeavor to appoint members from the various cities, counties and districts so as to provide geographical diversity of representation on the commission.

(3) When the area subject to the jurisdiction of a boundary commission is wholly or partly situated within the boundaries of a metropolitan service district organized under ORS chapter 268, the members of that boundary commission shall be appointed by the executive officer of the metropolitan service district. The executive officer shall appoint members of a boundary commission from a list of *[individuals nominated by the councilors of the district]* names obtained from cities, counties and districts within the area of jurisdiction of the boundary commission. The executive officer shall prepare the list annually and keep it current so that timely appointments will be made as vacancies occur. Appointments by the executive officer require confirmation by the council of the metropolitan service district. *[Each councilor shall nominate no fewer than three nor more than five individuals for appointment to the boundary commission. When first appointing all the members of a boundary commission, the executive officer shall appoint one individual from among those nominated by each councilor. Thereafter, as the term of a member of a boundary commission expires or as a vacancy occurs, the executive officer shall appoint an individual nominated by the councilor or a successor who nominated the boundary commission member whose term has expired or*

1 *who vacated the office.*] The executive officer shall endeavor to appoint members from various cities,  
 2 counties and districts so as to provide geographical diversity of representation on the boundary  
 3 commission.

4 (4) To be qualified to serve as a member of a commission, a person must be a resident of the  
 5 area subject to the jurisdiction of the commission. A person who is an elected or appointed officer  
 6 or employee of a city, county or district may not serve as a member of a commission. No more than  
 7 two members of a commission shall be engaged principally in the buying, selling or developing of  
 8 real estate for profit as individuals, or receive more than half of their gross income as or be prin-  
 9 cipally occupied as members of any partnership, or as officers or employees of any corporation, that  
 10 is engaged principally in the buying, selling or developing of real estate for profit. No more than two  
 11 members of a commission shall be engaged in the same kind of business, trade, occupation or pro-  
 12 fession.

13 (5) A member shall be appointed to serve for a term of four years. A person shall not be eligible  
 14 to serve for more than two consecutive terms, exclusive of:

15 (a) Any service for the unexpired term of a predecessor in office.

16 (b) Any term less than four years served on the commission first appointed.

17 (6) A commission may declare the office of a member vacant for any cause set out by ORS  
 18 236.010 or for failure, without good reason, to attend two consecutive meetings of the commission.  
 19 A vacancy shall be filled by the Governor or by the executive officer of a metropolitan service dis-  
 20 trict, by appointment for the unexpired term. If the Governor or the executive officer has not filled  
 21 a vacancy within 45 days after the vacancy occurs, then, and until such time as the vacancy is filled,  
 22 the remaining members of a commission shall comprise and act as the full membership of the com-  
 23 mission for purposes of ORS 199.445.

24 **SECTION 2.** (1) When, on the effective date of this Act, a boundary commission that is  
 25 required to have 11 members has fewer than 11 members, the executive officer of the met-  
 26 ropolitan service district shall promptly appoint new members to the commission so that the  
 27 boundary commission has 11 members. Notwithstanding ORS 199.440 (5), of the members  
 28 appointed by the executive officer under this section, two members shall serve terms of two  
 29 years and the remaining members shall serve terms of four years. The executive officer shall  
 30 determine the respective terms of the members appointed under this section.

31 (2) The amendments to ORS 199.440 by section 1 of this Act do not affect the terms or  
 32 tenure of office of members of a boundary commission who are serving in that office on the  
 33 effective date of this Act.

34 **SECTION 3.** This Act being necessary for the immediate preservation of the public peace,  
 35 health and safety, an emergency is declared to exist, and this Act takes effect on its passage.

**Regional Arts and Culture Council**

309 SW Sixth Avenue, Suite 100

Portland, Oregon 97204

503-823-5111; FAX: 823-5432

**TO:** Attention Cheri, Metro Council Staff  
FAX: 797-1793 *phone 777-1340*

**FROM:** Bill Bulick, Executive Director

Thanks you for your help and advice this morning. Here are the materials that should be copied for the Council and Mike Burton as soon as possible. I am aware that they are meeting this afternoon. If you can get them ready, they'll have them over night to study before our work session tomorrow. Thanks!!!

Here's a list, so you can separate the documents for stapling from the fax stack:

- 1) Cover memo to Councilors; 4 pages
- 2) "Recommendations for a Regional Arts Council;" 3 pages
- 3) Metro Resolution and Contract (res # 94-2025); 7 pages
- 4) Contract with the City of Portland w/accompanying resolution ; 17 pages
- 5) Bylaws of the Regional Arts and Culture Council; 9 pages

**Regional Arts and Culture Council**  
309 SW Sixth Avenue, Suite 100  
Portland, Oregon 97204  
503-823-5111; FAX: 823-5432

January 30, 1995

**TO:** Councilor Washington, Regional Facilities Lead  
Councilor McCaig, Regional Facilities Support

**FROM:** Bill Bulick, Executive Director

**RE:** Review of proposed Intergovernmental Agreement (IGA) on  
Regional Arts and Culture Council (RACC)

The purpose of this memo is to respond to the questions raised by Don Carlson in preparation for the Metro Council Work Session on the IGA scheduled for Tuesday, January 31, 1995. Please excuse my slight delay in responding. I was in Washington D. C. for sessions of our national board, an event with the US Conference of Mayors and meetings with our Congressional Delegation.

These answers are numbered and provided in the same order as Don's questions and comments. Please refer to his memo.

**1) Reasons for creating a non-profit regional arts council: history/evolution**

Arts Plan 2000+, a comprehensive citizen driven cultural planning process, with funding and participation of Metro and five other regional governments, clearly identified the need for regional access, coordination and support of cultural services. Arts Plan and the follow-up Regional Arts Funding Task Force (with Metro as the lead sponsor) specifically recommended the transition of the MAC to a regional, non-profit entity as a principal strategy to enhance regional coordination. Attached is "Recommendations for a Regional Arts Council," approved by the Metro Task Force, 1/21/93 and by the Metropolitan Arts Commission, 4/14/93.

The Metropolitan Arts Commission (MAC) was created by an Intergovernmental Agreement between Multnomah County and the City of Portland to serve the citizens of those jurisdictions at a time (1973) when cultural activities were concentrated in the central city and those governments saw a clear public benefit in supporting an arts industry that contributes so much to economic vitality, tourism, civic identity, education, neighborhood livability and quality of life.

MAC's evolution to a regional organization began in 1992 with the addition of board members from Clackamas, Washington and Clark Counties and continued

with careful planning and preparation for the January 1995 transition into the non-profit structure.

The choice of a non-profit structure was embraced by all participants in both planning efforts because it provides a less bureaucratic and costly, more flexible and entrepreneurial operating structure for the organization. As with sister organizations such as the Association for Portland Progress, the Private Industry Council and Pioneer Courthouse Square, the non-profit structure is an ideal vehicle for public/private partnerships. Of the 3800 local arts agencies in America, over 70% are non-profit. 19 of the 40 largest metropolitan regions are now served by non-profit cultural agencies.

Metro can be assured that RACC will continue a 22 year tradition of operating in an open, accessible, "public" manner, including meetings, accounts and records. All board members are appointed by public officials and accountable to them.

**2) RACC responsibility for managing regional governments' public art programs:**

The Intergovernmental Agreement expresses regional governments commitment to work together on behalf of cultural development, including public art -- with RACC as the primary agent for public policy and program operations. The IGA provides a framework under which each government will contract separately with RACC for the provision of specific services, including public art. The individual ordinances governing public art will also have to be amended by replacing references to MAC with RACC. This has already occurred for Portland and Multnomah County.

MAC/RACC's association with Metro dates back even before Arts Plan. The agency has been under contract to manage public art projects for Metro since 1987 (ordinance passed 3/2/87) -- most notably the Convention Center and Metro Headquarters.

**3) RACC designated as the arts and cultural agency for the region.**

It is the well established habit of governmental jurisdictions in Oregon and around the country to create or choose one cultural agency as the central coordinating body for public policy, funding and programs rather than contract with several because it is easier to hold one agency accountable for fairness, equity, management and stewardship of tax payer dollars. Governments which have attempted to manage cultural funding as a direct prerogative of the legislative body without intervening policy or process have frequently been charged with mis-management and favoritism. (See "Recommendations for a Regional Arts Council" for further elaboration.)

The National Endowment for the Arts and other federal agencies, require that applicants be designated by their governments. There is currently over \$500,000

flowing into the Metro jurisdiction for regional cultural development as a result of MAC/RACC's long standing national reputation for excellence. We are currently planning or have submitted applications totalling another \$500,000 over the next few years for this work. These grants will leverage approximately \$3 million in direct private sector support.

#### **4) Make up and selection of RACC Board of Directors**

The method and make up provided for in the IGA reflects one step on RACC's recommended evolution towards fully regional status.

The City of Portland and Multnomah County appoint 10 and 6 members, respectively. These governments will still be the primary funders of regional cultural services for the "foreseeable" next few years -- a total of almost \$1.5 million annually.

2 appointments each are provided for new funders and participants: Metro and Washington and Clackamas Counties. Clark County will have 1 appointment when it signs the IGA.

The structure and appointment process recommended in the Regional Arts Funding Task Force report at the point when funding is fully regional on an equitable basis is as follows: 5 appointments each from Portland and the Counties, all approved by Metro; 1 appointment made directly by Metro.

#### **5) Implementation of Arts Plan and regional funding measures.**

Metro did "accept" Arts Plan in February, 1992 (the report actually includes 72 recommendations -- substantial progress has been made on over 50). This report, along with a Metro convened Facilities study, provided the basis for the Metro sponsored Regional Arts Funding Task Force, whose report Metro "accepted" on March 24, 1994. The report includes updated recommendations for a regional funding measure.

The Intergovernmental Agreement before you is intentionally general and philosophical in nature, but it is entirely consistent with the structure and funding recommendations of the Metro Regional Arts Funding Task Force report. We understand that specific short and long term funding commitments will be negotiated separately and approved via resolution and contract. This is especially true of the regional cultural funding measure recommended in Metro's Regional Arts Funding Task Force report. Much negotiation and deliberation will occur when and if any measure is recommended for referral to voters.

The lack of a single, dedicated regional funding source has not kept the regional arts sector from working cooperatively with regional governments, business and

community sectors to implement recommendations of the successive planning studies. This IGA is one more step in the process.

6) The IGA provides for RACC accountability in three ways:

- a) The entire board is appointed by and is accountable to regional governments.
- b) Each government provides an elected official liaison who sits on an advisory board created for this purpose. RACC is also responsible to report directly to each liaison.
- c) Each government enters a strictly defined contractual relationship with RACC which describes duties and responsibilities and a regular reporting schedule and format. MAC/RACC is currently under such a contract with Metro to account for 94/95 funding. Contracts with Multnomah County and the City of Portland for the coming fiscal year have already been signed.

7) RACC service agreements:

I have attached a copy of our current Metro contract, #903909 approved 8/25/94 as well as the one recently approved by the City of Portland, as a result of signing the IGA.

There are no general contributions to RACC outside the scope of the separate service agreements with each government. These agreements, together with the IGA, hold RACC completely accountable for all funding received from regional governments.

8) By Laws:

By laws for RACC are attached. They were drafted by the same attorney (Terry Pancoast, Stoel/Rives) who drafted the IGA and contracts -- so as to provide complete conformity.

Governments must attach multiple strings to public investment in order to guarantee accountability to the public. Since RACC's purpose (following on MAC's 22 year history) will remain stewardship of public funding we must remain accountable in order to continue winning the trust, support and funding of regional governments.

cc: Metro Council  
Mike Burton, Executive Officer  
Kathleen Johnson Kuhn  
Don Carlson, Metro Council Analyst

## Recommendations for a Regional Arts Council for the Portland metropolitan region

*The following recommendations were made by the Regional Arts Council Transition Team and were received and approved by the Metro Funding Task Force 1/21/93 and by the Metropolitan Arts Commission on 4/14/93.*

1. That a Regional Arts Council be created and adopted by all parties as the agency to distribute the arts program funds described in the Metro Task Force's Funding Needs Subcommittee in accordance with the goals and intents described in Arts Plan and that Committee's further review. This includes funds, programs and services directed to counties and communities outside Portland.

### Benefits of having one Regional Arts Council:

- a) A strong policy making Regional Arts Council can serve as an expert and fair arbiter of diverse interests (urban/rural; large/ small; institution/individual artist; euro-centric/diverse) and respond to changing needs over the years.
- b) Over the last 20 years virtually all line item arts funding mechanisms at the local, state and federal level have been eliminated in favor of dispersing public funds through agencies which combine policy making, accountability, advocacy and facilitation of public/private partnerships.
- c) This independent policy making body is essential to assure access, excellence, a focus on education and cultural diversity and to provide unified leadership throughout the region. Combining policy making with resource allocation is essential to assure that these will remain priorities.
- d) Such a Council has the expertise and flexibility to incorporate broader cultural goals and steward funds for groups such as OMSI and Historical Societies if called upon and could increase its board representation to do so.
- e) If regional funding is channeled through the Regional Arts Council, significant grants from the National Endowment for the Arts (already in process) and national foundations can be leveraged.
- f) The programs of the Regional Arts Council are designed to nurture cooperation and professionalism among the various urban, suburban arts groups and to link such services as marketing and technical assistance with granting to assure the best value and impact on arts providers and audiences. The RAC would set minimum standards and criteria for the

various arts producers and providers designated to receive or seeking funds from the regional tax. This will assure continued development toward artistic excellence & program quality.

g) Controversies and new challenges will surely arise. The region needs an experienced, articulate and unified arts advocate.

h) The RAC model builds on Arts Plan and two years of ground work that went into building trust and relationships that are just beginning to bear fruit.

i) One Regional Arts Council allows counties to participate efficiently, through appointments to the Council rather than duplicate RAC's functions through new county based bureaucracies for re-grants and other services to local arts councils and arts providers in their jurisdictions.

2. That the current Metropolitan Arts Commission be restructured as a private non-profit Regional Arts Council with a board appointed in cooperation with participating jurisdictions, including the Metropolitan Service District. \*

#### Benefits of a Non-Profit

a) More conducive to private fund raising

b) Has the degree of autonomy needed to satisfy all participants

c) More saleable to voters as a public - private partnership that reduces existing government rather than creating new bureaucracies.

Also, administrative costs will actually be decreased as a percent of budget from the existing MAC administrative costs.

d) Non-profits can respond more quickly and often more cost effectively than governments. There is also more flexibility for advocacy work at the state and federal level.

e) There are numerous organizations -- Pioneer Courthouse Square, POVA, the Private Industry Council and dozens of major metropolitan arts councils that can serve as successful models.

3. That the Regional Arts Council contract with the Metropolitan Service District for the expenditures of revenues collected for the purposes intended and account to Metro through regular reports and contract review to be agreed between the RAC and METRO.

#### Accountability Benefits of Contract and Board Appointments:

- a) gives a degree of accountability to elected officials and the public via county/city/Metro appointments to the board.
  - b) gives Metro accountability through annual budgetary process and regular contract review periods to be negotiated and agreed upon among the various stakeholders during the current process.
  - c) One Regional Arts Council can be far more responsible and accountable for public funds than individual grant recipients and county or city agencies (a much more attractive alternative to Metro and Counties, etc. who would otherwise have to devise processes for receiving and reviewing grants and services to hundreds of arts organizations and community arts projects annually!)
4. That the jurisdictions involved enter into a preliminary Agreement of Intent to utilize the Regional Arts Council for these purposes and to give direction to the RAC and Metro for the appropriate allocation of resources among the communities, local arts councils, arts providers, arts educators and other key components of the Arts Industry.
- \* The Transition Team would alternatively support the Regional Arts Council as a Commission/agency that would exist through Ordinance of Metro with a supplemental intergovernmental agreement or statement of intent.

I HEREBY CERTIFY THAT THE FOREGOING  
IS A COMPLETE AND EXACT COPY OF THE  
ORIGINAL THEREOF

  
Clerk of the Metro Council

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF ENTERING  
INTO A GRANT AGREEMENT WITH  
THE METROPOLITAN REGIONAL ARTS  
COUNCIL

) RESOLUTION NO.94-2025

) Introduced by Rena Cusma  
) Executive Officer

WHEREAS, Metro has historically worked through the Metropolitan Arts Commission (MAC) and with various arts organizations that utilize facilities operated by the Metropolitan Exposition-Recreation Commission (MERC) and that serve and enrich the Metro region through a variety of arts and cultural activities; and

WHEREAS, various citizen advisory bodies convened by local government have analyzed the fiscal needs of the arts and arts organizations and of the convention, trade and spectator facilities operated by Metro through the Metropolitan Exposition-Recreation Commission; and

WHEREAS the Metro Regional Arts Funding Task Force chaired by David Knowles has made various short and long term recommendations regarding arts and cultural activities; and

WHEREAS, the Metro Council in response to those studies and task force recommendations has adopted a budget appropriation of \$115,000 for the 1994-95 Fiscal Year to be coupled with \$10,000 appropriated by MERC; and

WHEREAS, the Metropolitan Regional Arts Council (MRAC) is the successor of the Metropolitan Arts Commission which was established by intergovernmental agreement between the City of Portland and Multnomah County; now, therefore,

BE IT RESOLVED:

That in recognition of the mutual interest of the parties the agreement attached hereto as Contract No.903909 is adopted and that grant funds shall be conveyed to the Metropolitan Regional Arts Council according to the terms of the agreement.

ADOPTED by the Metro Council this 25th day of August, 1994.

  
Ed Washington, Deputy Presiding Officer

METRO CONTRACT NO.903909

AGREEMENT

This Agreement, dated as of August 17, 1994, is by and between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, whose address is 600 N.E. Grand Avenue, Portland, Oregon 97232-2736 and the Metropolitan Regional Arts Council, a nonprofit entity legally chartered under applicable Federal law and State statute whose address is The Portland Building, 1120 S.W. Fifth Avenue, Portland, Oregon, 97204, hereinafter referred to as "MRAC."

Witnesseth:

Whereas, Metro has historically supported the work of the Metropolitan Arts Commission (MAC) and other arts organizations cultural activities that serve and enrich the Metro region and that utilize facilities operated by the Metropolitan Exposition-Recreation Commission (MERC); and

Whereas, various citizen advisory bodies convened by Metro and local government have analyzed the fiscal needs of the arts and arts organizations and of the convention, trade and spectator facilities operated by Metro through the Metropolitan Exposition-Recreation Commission; and

Whereas, the Metro Regional Arts Funding Task Force chaired by David Knowles has made various short and long term recommendations regarding arts and cultural activities; and

Whereas, the Metro Council in response to those studies and task force recommendations has adopted a budget appropriation of \$115,000 for the 1994-95 Fiscal Year to be coupled with \$10,000 appropriated by MERC; and

Whereas, the Metropolitan Regional Arts Council (MRAC) is the successor of the Metropolitan Arts Commission which was established by intergovernmental agreement between the City of Portland and Multnomah County;

Now, Therefore, in recognition of the mutual interests of the parties and based upon the terms and conditions contained herein it is hereby mutually agreed that Metro shall provide grant funding to be utilized by MRAC effective July 1, 1994 through and including July 30, 1995 to pursue, execute and accomplish the projects and specific tasks described herein.

1. SCOPE OF WORK:

This Agreement is exclusively for the personal services of MRAC to be utilized for the administration of the following:

D) Regional Events and Access Campaign: A key tool will be production marketing and distribution of an events calendar, possibly in collaboration with The Oregonian. Emphasis will be on family activities. PCPA events and activities will be prominently featured in all aspects of the regional public information campaign. Up to \$10,000 (the MERC appropriation) has been designated for PCPA's use in a partnership with businesses for bi-monthly calendars of upcoming events. marketing purposes

MERC FUNDING	\$10,000
METRO GENERAL FUND	\$115,000
TOTAL	\$125,000

## 2. MRAC/BCA FIDUCIARY RELATIONSHIP:

Metro understands and agrees that MRAC and the Northwest Business Committee for the Arts (NWBCA) will partner in completing the grant workplan and that MRAC will delegate certain tasks and projects to the NWBCA together with Metro grant funds necessary for their completion.

## 3. RELEASE OF METRO FUNDS:

In recognition that demands upon grant funding will not be evenly distributed across the grant period, Metro agrees to release one-half of the grant funds (\$62,500) to MRAC upon completion and signing of the necessary documents. The second one-half of the grant funds (\$62,500) shall be released approximately one-half of the way through the grant period, on or about January 1995.

## 4. REPORTING REQUIREMENTS:

MRAC shall be responsible for providing written program progress and financial reports to Metro and MERC on a regular basis across the grant period. At a minimum, MRAC shall report quarterly to the Metro Council Regional Facilities Committee (or other appropriate body as may be determined by the Metro Council's Presiding Officer) and the MERC Commission and shall provide such other verbal and written reports as may be requested by Metro and MERC.

Those reports shall be presented verbally by representatives of MRAC/NWBCA so as to allow queries, if any, and shall, whenever possible, be accompanied by examples of products produced. Financial reports shall include revenue expenditure information in detail for the work elements shown above.

## 5. INDEMNIFICATION:

The parties hereby agree that MRAC is an independent organization, and that the activities of MRAC, their officers, agents, and employees, shall not constitute actions of Metro for any purpose. Therefore, MRAC hereby agrees to indemnify, hold harmless, and defend Metro, MERC, Multnomah County and the City of Portland, and

their respective members, officers, directors, agents, and employees from and against any and all liabilities, damages, actions, costs, losses, claims and expenses (including attorney's fees) arising out of the activities of MRAC, its officers, agents, employees, contractors, and invitees.

#### 6. TERMINATION

Metro may terminate this Contract upon giving MRAC seven (7) days written notice. In the event of termination, MRAC shall be entitled to payment for work performed to the date of termination. Metro shall not be liable for indirect or consequential damages. Termination by Metro will not waive any claim or remedies it may have against MRAC.

#### 7. SITUS:

The situs of this Agreement is Portland, Oregon, and any litigation related hereto shall be governed by the laws of the state of Oregon and conducted in the State circuit court for Multnomah County.

#### 8. NONTRANSFERABILITY:

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

#### 9. CONTACTS:

The manager of this grant for Metro and MERC shall be (until such time as the Executive Officer may name a replacement)::

Donald E. Rocks, Executive Assistant.  
Executive Management Dept, 600 N.E. Grand Avenue, Portland, Oregon 97232  
Telephone 797-1504

And all correspondence and reports shall be addressed to him.

The manager of this grant for MRAC shall be:

Bill Bulick  
Portland Building, Room 1023  
Telephone 823-5111

And all correspondence and payments shall be addressed to him.

#### 10. ENTIRE AGREEMENT:

**PROJECTS/ACTIVITIES**

**COST<sup>1</sup>**

**PLANNING & COORDINATION**

**A) Leadership Development:** Consultation with elected officials, managers, Metro, county and municipal planners to identify community priorities and needs. Incorporate arts and cultural issues into such planning efforts as Future Vision, 2040 and related growth management planning.

100 hours at \$30/hr

**\$3,000**

**B) Inventory Resources:** Complete a comprehensive inventory of arts and cultural resources, community organizations and facilities in the region in collaboration with the growing network of local arts councils, and arts producers.

Project manager, surveys and compilation  
Design and layout for guide

**\$3,750**

**\$4,000**

**C) Town Meetings on the Arts:** Facilitate community dialogues to integrate arts into economic development, education, growth management and quality of life strategies.

9 facilitated town meetings and consulting  
20 speakers presentations

**\$4,500**

**\$1,000**

**D) Provide Coordination and Training to Regional Arts Industry:** Organize monthly meetings of arts groups outside Portland and encourage partnerships with Portland based groups by linking the Regional Art Network and the Arts Alliance; provide management and other professional practices training such as fundraising, production, marketing and board development.

50 hours meeting organizations at \$30/hr  
Trainer honoraria; net costs of workshops

**\$1,500**

**\$5,000**

**E) Planning and Coordination for MRAC Re-grant Program:** New funding throughout the region to support arts activities and education projects; manage the process, conduct outreach and technical assistance to applicants, recruit/train knowledgeable, geographically representative arts panelists; facilitate public grant making meetings.

150 hours planning @ \$25/hr

**\$3,750**

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<sup>1</sup> NOTE: Amounts shown for projects and activities do not represent their whole cost in every instance, matching funds (other governments and the National Endowment for the Arts) will be coupled with Metro grant monies.

F) Printing and Distribution of Technical Information: Development of the regional arts infrastructure and reports for public meetings, etc.

- \* develop and disseminate a quarterly progress report on regional arts plan implementation
- \* organize joint board and staff meetings at least annually
- \* publish issue monographs; survey results
- \* Expand distribution of monthly technical assistance newsletter (competitions, grant and training opportunities)

Staffing, postage, printing and materials \$2,500

G) Arts Education Planning and Coordination: Cooperation with regional arts and education leaders so that all communities are linked to the best critical and strategic thinking on this important topic.

Administration/hosting meetings \$1,000

#### RESEARCH

H) Polling: (Public needs, interests, attitudes) \$15,000

#### PUBLIC EDUCATION AND ACCESS

(Building public awareness of resources and accessibility)

A) Umbrella Media/Print Advertising Campaign: To promote general public awareness of wide ranging regional arts and cultural activities and the effect on our quality of life. Scheduled on TV, The Oregonian, regional media.

\$10,000

B) Neighborhood and Regional Event Cultural Tour Bus: A painted cultural bus will be launched by Tri-Met in partnership with Northwest Business Committee for the Arts (NWBCA), Metropolitan Regional Arts Council (MRAC), Association for Portland Progress (APP), Portland/Oregon Visitors Association (POVA) and the Arts & Cultural Alliance. The painted bus will tour to outdoor regional events in late summer and fall to promote regional access. Funding will bring high caliber professional performance groups to scheduled family festivals and events throughout the region. The primary goal is to initiate business and arts partnerships to build a stronger regional base of support for the arts. This promotion will encourage use of the new bus services by families throughout the region.

\$45,000

C) Cultural Tourism and Audience Development: Promoting use of arts and cultural facilities and activities throughout the region to our growing visitor industry in collaboration with MAC, NWBCA, POVA, the Regional Art Network and Washington, Clackamas and Clark County tourism councils.

\$5,000

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter indicated and as follows:

METRO

METROPOLITAN REGIONAL ARTS  
COUNCIL (MRAC)

By: Richard D. Engstrom

By: Donna Milrany

Print Name: RICHARD D. ENGSTROM

Print Name: DONNA MILRANY

Title: DEP. EXEC. OFFICER

Title: ASSOCIATE DIRECTOR

Date: 8-29-94

Date: 8/31/94

AGREEMENT FOR SERVICES**CAPTION:**

This Agreement for Services (Agreement) is between the City of Portland, Oregon (City) and Regional Arts and Culture Council (Contractor).

**RECITALS:**

1. The City decided in 1973 that a vital arts sector was a worthwhile investment and co-founded the Metropolitan Arts Commission (MAC) by Intergovernmental Agreement with Multnomah County to support the development of the arts and increase their availability to the public;
2. MAC's Public Art Program was established in 1980. Ordinances are in place that provide for MAC management and collection of funds for the Percent for Public Art Programs for the City of Portland, Multnomah County, and Metro. MAC is responsible for selection, acquisition, siting, maintenance, administration, deaccessioning, community education, and registration of Public Art of the City/County Public Art Collection.
3. MAC is responsible for approving art substitutes for ground floor windows and for the percent for art floor area ratio bonus program as defined by City of Portland Zoning Code (Title 33) according to MAC adopted guidelines.
4. MAC's Public Art Program operates the Metropolitan Center for Public Art, administers the Visual Chronicle of Portland Collection; and participates in the joint approval process for memorials in public parks as described in the City's policy for placing memorials in public parks.
5. A Public Art Trust Fund exists in the City of Portland Treasury into which monetary contributions for Public Art are deposited (City Code 5.74.040). Of the 1.33% of the total costs of improvement projects, 1% is used for costs associated with Public Art including acquisition, siting, maintenance and deaccessioning. The .33% is used for selection, administration, community education and registration of Public Art. Separate accounts are established within the fund if requested by participating agency or required by law.
6. The City of Portland was a primary sponsor, funder and participant in the citizen driven Arts Plan 2000+;
7. The City of Portland demonstrated its leadership and commitment to the arts by adopting Arts Plan 2000+ (resolution #34949) in February 1992, providing and sustaining increased funding and including Arts Plan implementation as one of thirteen City Council goals in fiscal years 1993/94 and 1994/95;
8. The City of Portland and Multnomah County recognized the increasingly regional scope of MAC's duties and amended the Intergovernmental Agreement in 1993 to include Clackamas,

Washington, and Clark Counties allowing for regional representation and service by MAC;

9. The City of Portland was an active participant in the Metro Regional Arts Funding Task Force, which recommended short and long term solutions to arts programs and facilities needs, including the transition of MAC to a regional nonprofit organization;

10. The City of Portland adopted an Arts Funding Policy in 1994 (resolution 35313) to represent its long term commitment to the health and vitality of the arts in Portland.

11. MAC has restructured into a nonprofit organization in order to implement the Arts Plan 2000+ and Metro Regional Arts Funding Task Force recommendation to provide more cost effective, efficient and flexible services;

12. It is well established and confirmed that local governments have an appropriate role in encouraging the arts, using modest public investments to leverage other resources. This transition is not intended to diminish that role;

13. The purpose of local government investment in the arts, including City of Portland funding, is to promote access, inclusion and excellence in the arts, to leverage other resources for the arts, and to enhance the contribution of the arts to economic vitality, educational opportunities, neighborhood and community revitalization, social harmony, regional growth management and overall quality of life;

14. The City of Portland along with Metro, Multnomah, Washington, Clackamas, and Clark Counties have entered into an Intergovernmental Agreement (1994) designating the Contractor as the regional arts and cultural agency and agreed to enter into service agreements with the Contractor to provide its professional expertise for leadership, strategic planning, policy making, financial support, and coordination for the regional arts industry.

#### **AGREEMENT:**

##### **1. SCOPE OF CONTRACTOR SERVICES**

(a) The Contractor shall provide services specifically to the City of Portland. The Contractor shall provide the City those services set out below:

##### **A. General Services:**

The Contractor shall provide the following general services:

1. Oversee and review all public art matters for the City of Portland and Metro, Multnomah, Washington, Clackamas, and Clark Counties.

2. Continue operation of the Public Art Program.

3. Provide support to cultural development through grants to artists and arts and cultural

organizations, public art commissions and technical assistance.

4. Seek to make the arts and culture a part of every child's education by fostering partnerships with schools and providing residencies, teacher training and grants to arts education providers.

5. Coordinate and focus cultural development through policy-making; initiation of new partnerships and exercise of leadership.

6. Advise the City of Portland and Metro, Multnomah, Washington, Clackamas and Clark Counties in connection with artistic and cultural development;

7. Implement Arts Plan 2000+;

8. Advocate for the arts and culture at the local, regional, state, and national level by representing the arts in public forums, providing information to the media, general public and key decision makers, helping to define a role for the arts in the community and developing new resources.

9. Plan for development and wise stewardship of our cultural resources within the cultural sector and seek to incorporate an arts and cultural agenda into regional economic development, education, human service and growth management strategies.

10. Involve citizens in its decision making at all levels, evaluating its services and reporting on their outcomes.

11. Promote and encourage public programs to further the development and public awareness of, and participation in, the visual, literary, and performing arts;

**B. Specific Services:**

In providing the general services described above, the Contractor shall provide not less than the following services:

**1. Continue operation of the Public Art Program:**

a) MAC Percent for Art Guidelines, revised in 1991, shall continue to be used as the process for selecting, purchasing, commission, placing, and maintaining the art purchased through the Percent for Art Program;

b) Continue programming, managing and maintaining the exhibits on display at the Metropolitan Center for Public Art located in the Portland Building;

c) Continue administration of the Visual Chronicle of Portland, a collection of

artworks depicting Portland, and the City of Portland's Portable Works Collection;

d) Continue to participate in the joint approval process for memorials in public parks according to 1989 city adopted policy;

e) Continue administration of the art substitute for ground floor windows guidelines and arts bonus floor area ratios contained within Chapter 33.702.190 of the Code of the City of Portland according to Metropolitan Arts Commission adopted guidelines;

f) Continue to advise other governments and private developers on development of public art programs;

g) Continue to develop public art education programs for schools, tourism groups and the general public;

h) Continue to administer the Public Art Trust Fund which is the vehicle for funding Percent for Public Art.

2. Provide support to cultural development through grants to artists and arts organizations, public art commissions and technical assistance.

a) Continue operation of the Re-grants program which supports the visual, literary and performing arts through direct grants to arts organizations and artists, according to MAC administrative guidelines;

b) Continue operation of the Community Services Program, which comprises the coordination, planning, partnership development and advocacy work of MAC, including administrative functions, Arts Plan tracking and implementation and development of new and alternative resources for the arts. The program includes technical assistance to arts groups and artists to improve their effectiveness and outreach to under served communities and artists.

3. Seek to make the arts and culture a part of every child's education by fostering partnerships with schools and providing residencies, teacher training and grants to arts education providers.

Operate the Artists in Education program which includes artist residencies in schools, pre-schools, special education sites and social service settings designed to integrate with curriculum according to Contractors guidelines;

4. Support development of and access to the arts.

a) Conduct studies, hearings, and investigations to determine the needs of the city

and region in the arts and culture and to provide leadership to activities of agencies and organizations having responsibility for services to and presentations of the arts and culture;

b) Prepare, publish and disseminate educational and other materials dealing with the arts;

5. Advocate for the arts and culture at the local, regional, state, and national level by representing the arts in public forums, providing information to the media, general public and key decision makers, helping to define a role for the arts in the community and developing new resources.

a) Work with local, regional, state and federal governmental agencies and with public and/or private groups and foundations to secure contributions and grants to finance programs for the arts and to develop collaborative projects beneficial to multiple services such as enhancing the travel and lodging industry through cultural tourism, to gather and consolidate information relation to the arts, and report to the City and Metro, Multnomah, Clackamas, Washington, and Clark Counties periodically on its findings;

b) Recommend changes in legislation in local laws and policies needed to promote the aesthetic and cultural development of the region;

6. Implement Arts Plan 2000+;

Serve City of Portland, Metro, Clackamas, Washington, Multnomah, and Clark Counties in the implementation of Arts Plan 2000+ to strengthen the organization, planning and development of the region-wide arts industry toward broad regional goals of access, education, economic development, regional growth management, and quality of life, and to enter into contracts for grants and services in those jurisdictions.

(b) The Contractor shall provide the services set out in subsection (a) above in accordance with the schedule set out below:

RACC will develop annual goals consistent with the Scope of Contractor Services (Section 1, A and B) and submit them for City of Portland review at the same time that City Bureaus submit annual goals. For the period January 15, 1995 to June 30, 1995, the annual goals shall be MAC Bureau Management Objectives contained within the adopted 1994/95 city Budget. RACC will report on its annual goals on the same schedule that City Bureaus report.

2. SCOPE OF CITY SERVICES

(a) To assist the Contractor in carrying out its obligations hereunder, the City

shall perform the services set out below:

1. The City shall be responsible for the ongoing custody of City of Portland Public Art and shall be responsible for storage, structural integrity and insurance.
  2. The City shall be responsible for the ongoing maintenance of the Metropolitan Center for Public Art space and lobby space in the Portland Building.
  3. The City shall make meeting space available on same terms as any city bureau for Contractor official business.
  4. Appropriate City Bureaus shall submit a copy of their proposed and adopted CIP Budgets to the Contractor according to Chapter 5.74 of the City Code to be used in the Percent for Art program for planning and administering projects.
  5. The City shall continue maintaining the Visual Chronicle Storeroom and the preparator space to be used when preparator is on site.
  6. The City shall continue to maintain the Public Art Storeroom.
  7. The City shall appoint a City Council member as an ongoing liaison with Contractor.
  8. The Mayor shall appoint members to RACC board in accordance with RACC bylaws.
  9. The City shall include the Executive Director of Contractor in city goal setting, annual retreats, and appropriate task forces.
- (b) The City shall perform the services set out in subsection (a) above in accordance with the schedule set out below:
1. Ongoing responsibilities shall begin on January 15, 1995;
  2. City Council liaison shall be appointed by January 15, 1995.
  3. CIP budgets shall be submitted to the contractor according to City adopted MAC administrative guidelines.
  4. Board of director appointments shall be at the request of the Contractor's project manager.

3. COMPENSATION

The City shall pay the Contractor for work performed under this Agreement after

the effective date as set out below. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and services.

1. Funding Base

The prior year discretionary base adopted by the Portland City Council for MAC shall be the funding base for RACC. The City of Portland shall annually increase the yearly funding target for arts programs by an amount equal to the annual growth rate in the Portland urban wage earners consumer price index (CPIW) or the growth rate in transient lodging tax revenues, whichever is greater, for the 12 month period ending in the December prior to the beginning of the new fiscal year as forecast by the City Bureau of Financial Planning within the General Fund Financial Forecast.

2. Adjustment of funding base

In the case of extraordinary circumstances causing severe financial restraints resulting in the curtailment of budgets, the arts funding target may be reduced by an amount not to exceed the average reduction in general fund discretionary budgets for similar size budgets.

3. Additional special appropriations

The City may consider additional special appropriations as opportunities may from time to time arise.

4. Phone system

The contractor shall continue to utilize and be billed for the use of the City of Portland Centrex phone system.

4. BILLING AND PAYMENT PROCEDURE

The Contractor's billing and City's payment procedures shall be as set out below: There will be two payments to Contractor. On July 1, at the beginning of the fiscal year, the City shall pay the Contractor 70% of the approved appropriation. On January 1 of the fiscal year, the City shall pay the Contractor the remaining 30% of the appropriation.

5. EFFECTIVE AND TERMINATION DATES

This Agreement shall be effective as of January 15, 1995 and shall be terminated on June 30, 2000 unless this agreement is renewed for an additional 5 years by written amendment prior to termination.

6. EARLY TERMINATION OF AGREEMENT

(a) The City and the Contractor, by mutual written agreement, may terminate this Agreement at any time.

(b) The City, on thirty (30) days written notice to the Contractor, may terminate this Agreement for any reason deemed appropriate in its sole discretion.

(c) Either the City or the Contractor may terminate this Agreement in the

event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

7. PAYMENT ON EARLY TERMINATION

(a) In the event of termination under subsection 6(a) or 6(b), EARLY TERMINATION OF AGREEMENT, hereof, the City shall pay the Contractor for work performed in accordance with the Agreement prior to the termination date.

(b) In the event of termination under subsection 6(c), EARLY TERMINATION OF AGREEMENT, hereof, by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in subsection (a) of this section.

(c) In the event of termination under subsection 6(c), EARLY TERMINATION OF AGREEMENT, hereof, by the City due to a breach by the Contractor, then the City shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 8(a), REMEDIES.

(d) In the event of early termination all of the Contractor's work product shall become and remain property of the City.

8. REMEDIES

(a) In the event of termination under subsection 6(c), EARLY TERMINATION OF AGREEMENT, hereof, by the City due to a breach by the Contractor, then the City may complete the work either itself, by agreement with another contractor or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the compensation provided under section 3, COMPENSATION, hereof, then the Contractor shall pay to the City the amount of the excess.

(b) The remedies provided to the City under section 6, EARLY TERMINATION OF AGREEMENT and section 8, REMEDIES, hereof, for a breach by the Contractor shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.

(c) In the event of breach of this Agreement by the City, then the Contractor's remedy shall be limited to termination of the Agreement and receipt of payment as provided in section 6(c), EARLY TERMINATION OF AGREEMENT, and section 7(b), PAYMENT ON EARLY TERMINATION, hereof.

9. CITY PROJECT MANAGER

(a) The City Project Manager shall be the City Commissioner assigned as liaison to contractor or such other person as shall be designated in writing by the City designated liaison.

(b) The Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this Agreement as provided herein and to carry out any other City actions referred to herein.

10. COMPLIANCE WITH LAWS

(a) In connection with its activities under this Agreement, the Contractor shall comply with all applicable federal, state and local laws and regulations.

(b) In the event the Contractor provides goods or services to the City in the aggregate in excess of \$2,500.00 per fiscal year, the Contractor agrees it has certified with the City's Equal Employment Opportunity certification process.

11. OREGON LAW AND FORUM

(a) This Agreement shall be construed according to the laws of the State of Oregon.

(b) Any litigation between the City and the Contractor arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Multnomah County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.

12. INDEMNIFICATION

The Contractor shall hold harmless, defend and indemnify for public liability and property damage the City, and the City's officers, agents and employees against all claims, demands, actions and suits (including all attorney's fees and costs) brought against any of them arising from the Contractor's work or any subcontractor's work under this Agreement.

13. WORKERS' COMPENSATION INSURANCE

(a) The Contractor, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017 which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement as Exhibit A, if applicable, and shall be incorporated herein and made a term and part of this Agreement. The Contractor further agrees to maintain workers' compensation insurance coverage for the duration of this Agreement.

(b) In the event the Contractor's workers' compensation insurance coverage is due to expire during the term of this Agreement, the Contractor agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer, as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration and the Contractor agrees to provide the City of Portland such further certification of workers' compensation insurance as renewals of said insurance occur.

(c) The Contractor agrees to accurately complete the City of Portland's Questionnaire for Workers' Compensation Insurance and for Qualification as an Independent Contractor prior to commencing work under this Agreement. The Questionnaire is attached to this Agreement as Exhibit A and shall remain attached to this Agreement and become a part thereof as if fully copied herein. Any misrepresentation of information on the Questionnaire by the Contractor shall constitute a breach of this

Agreement. In the event of breach pursuant to this subsection, the City may terminate the Agreement immediately and the notice requirement contained in subsection 6(c), EARLY TERMINATION OF AGREEMENT, hereof, shall not apply.

14. SUBCONTRACTING

The Contractor shall not subcontract its work under this Agreement, in whole or in part, without the written approval of the City. The Contractor shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Contractor as specified in this Agreement. Notwithstanding City approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if subcontractors are employed in the performance of this Agreement, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

15. ASSIGNMENT

The Contractor shall not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the City.

16. INDEPENDENT CONTRACTOR STATUS

(a) The Contractor is engaged as an independent contractor and shall be responsible for any federal, state and local taxes and fees applicable to payments hereunder.

(b) The Contractor, its subcontractors and their employees are not employees of the City and are not eligible for any benefits through the City including, without limitation, federal social security, health benefits, workers' compensation, unemployment compensation and retirement benefits.

17. NOTICE

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the City: Commissioner Mike Lindberg  
1220 SW Fifth Ave  
Portland, Oregon 97204

If to the Contractor: Bill Bulick, Executive Director  
309 SW 6th Ave, Suite 100  
Portland, Oregon 97204

18. SEVERABILITY

If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be

stricken.

19. INTEGRATION

This Agreement in combination with the Intergovernmental Agreement establishing contractor as the Regional Arts and Culture Council and the Transition Agreement between the City of Portland and Contractor contains the entire agreement between the City and the Contractor and supersedes all prior written or oral discussions or agreements.

20. FUNDS

The City certifies that sufficient funds are available and authorized for expenditure to finance the cost of this Agreement.

21. BUSINESS LICENSE

The Contractor shall obtain applicable business license, if any, that may be required for a Section 501(c)(3) tax exempt corporation.

22. COMMENCEMENT OF WORK

The Contractor agrees that work being done pursuant to this Agreement will not be commenced until after:

- (a) workers' compensation insurance is obtained, as outlined in section 13, WORKERS' COMPENSATION INSURANCE; and,
- (b) this Agreement is fully executed by the parties and approved by the City Attorney's Office; and,
- (c) the effective date of this Agreement as specified in section 5, EFFECTIVE AND TERMINATION DATES.

23. MAINTENANCE OF RECORDS

The Contractor shall maintain records on a current basis to support its billings to the City and to document the performance of services in accordance with this agreement. The City or its authorized representative shall have the authority to inspect, audit and copy, on reasonable notice and from time to time, any records of the Contractor regarding its billings and performance of services. The Contractor shall retain these records for inspection, audit and copying for three (3) years from the date of completion or termination of this Agreement.

24. AUDITS

(a) The City, either directly or through a designated representative, may conduct financial and performance audits of the billings and services specified in this agreement at any time in the course of the agreement and during the three (3) year period established by section 23, MAINTENANCE OF RECORDS. Audits will be conducted in accordance with generally accepted auditing standards as promulgated in Government

Auditing Standards by the Comptroller General of the United States General Accounting Office.

(b) If an audit discloses that payments to the Contractor under section 3, COMPENSATION, and section 4, BILLING AND PAYMENT PROCEDURE, were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the City.

(c) If any audit shows performance of services under section 1, SCOPE OF CONTRACTOR SERVICES, is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the City may pursue remedies provided under section 6, EARLY TERMINATION OF AGREEMENT, and section 8, REMEDIES.

25. LIABILITY INSURANCE

(a) The Contractor shall maintain public liability and property damage insurance that protects the Contractor and the City and its officers, agents and employees from any and all claims, demands, actions and suits for damage to property or personal injury; including death, arising from the Contractor's work under this Agreement. The insurance shall provide coverage for not less than \$200,000 for personal injury to each person, \$500,000 for each occurrence, and \$500,000 for each occurrence involving property damage; or a single limit policy of not less than \$500,000 covering all claims per occurrence. The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon during the term of the Agreement. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the City and its officers, agents and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that the insurance shall not terminate or be cancelled without thirty (30) days written notice first being given to the City Auditor. If the insurance is cancelled or terminated prior to completion of the Agreement, the Contractor shall provide a new policy with the same terms. The Contractor agrees to maintain continuous, uninterrupted coverage for the duration of the Agreement. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by the Contractor.

(b) The Contractor shall maintain on file with the City Auditor a certificate of insurance certifying the coverage required under subsection (a). The adequacy of the insurance shall be subject to the approval of the City Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this Agreement by the City.

26. BREACH OF AGREEMENT

(a) The City or the Contractor shall breach this Agreement if it fails to

perform any substantial obligation under the Agreement, except as provided in subsection (b) of this section.

(b) Neither the City nor the Contractor shall have breached this Agreement by reason of any failure to perform a substantial obligation under the Agreement if the failure arises out of causes beyond its control and without its fault or negligence. Such causes may include, without limitation, acts of God or the public enemy, acts of the federal, state or local governments, fires, floods, epidemics, volcanic eruptions, quarantine restrictions, strikes, freight embargoes and unusually severe weather. Should either the City or the Contractor fail to perform because of a cause described in this subsection, the City and the Contractor shall make a mutually acceptable revision in section 1, SCOPE OF CONTRACTOR SERVICES, section 2, SCOPE OF CITY SERVICES, or section 3, COMPENSATION.

27. ARBITRATION

(a) In the event of unforeseen difficulties of implementation, the parties agree to negotiate in good faith with each other. If dispute negotiations are not successful, the parties shall attempt mediation. If mediation is not successful, the parties will submit the dispute to binding arbitration.

(b) Any dispute arising out of or in connection with this Agreement, which is not settled by mutual agreement of the Contractor and the City within sixty (60) days of notification in writing by either party, shall be submitted to an arbitrator mutually agreed upon by the parties. In the event the parties cannot agree on the arbitrator, then the arbitrator shall be appointed by the Presiding Judge (Civil) of the Circuit Court of the State of Oregon for the County of Multnomah. The arbitrator shall be selected within thirty (30) days from the expiration of the sixty (60) day period following notification of the dispute. The arbitration, and any litigation arising out of or in connection with this Agreement, shall be conducted in Portland, Oregon, shall be governed by the laws of the State of Oregon, and shall be as speedy as reasonably possible. The applicable arbitration rules for the Multnomah County courts shall apply unless the parties agree in writing to other rules. The arbitrator shall render a decision within forty-five (45) days of the first meeting with the Contractor and the City. Insofar as the Contractor and the City legally may do so, they agree to be bound by the decision of the arbitrator.

(c) Notwithstanding any dispute under this Agreement, whether before or during arbitration, the Contractor shall continue to perform its work pending resolution of the dispute, and the City shall make payments as required by the Agreement for undisputed portions of the work.

28. CONTRACTOR'S PERSONNEL

The Contractor shall assign the following personnel to do the work in the capacities designated:

<u>Name</u>	<u>Capacity</u>
Bill Bulick	Executive Director

The Contractor shall not change these personnel assignments without the written consent of the Project Manager, which consent shall not be unreasonably withheld.

29. AMENDMENTS

(a) The City and the Contractor may amend this Agreement at any time only by written amendment executed by the City and the Contractor. Unless otherwise provided, any amendment that increases the amount of compensation payable to the Contractor must be approved by ordinance of the City Council. The Project Manager may agree to and execute any other amendment on behalf of the City.

(b) Any change in the Scope of Contractor Services shall be deemed an amendment subject to subsection (a).

(c) The Agreement may be extended for a 5 year period from July 1, 2000 to June 2005 by agreement of the Project Manager and the Contractor.

30. PROGRESS REPORTS

The Contractor shall provide semi-annual progress reports to the Project Manager. Each progress report shall contain the following information:

- (a) Progress on annual goals;
- (b) Record of expenditures.

31. NON-WAIVER

The City and the Contractor shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

32. PROHIBITED INTEREST

(a) No City officer or employee during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

(b) No City officer or employee who participated in the award of this Agreement shall be employed by the Contractor, except for those employees transferred from city employment to contractor appointment, during the period of the Agreement.

33. PAYMENTS TO VENDORS AND SUBCONTRACTORS

The Contractor shall timely pay all suppliers, lessors and contractors providing it services, materials or equipment for carrying out its obligations under this Agreement. The Contractor shall not take or fail to take any action in a manner that causes the City or any materials that the Contractor provides hereunder to be subject to any claim or lien of any person without the City's prior written consent.

APPROVED AS TO FORM:

[Signature]  
City Attorney

R.A.C.  
~~CONTRACTOR: Pipe Embich~~

By: Emm. Embich

Title: Executive Director

Date: 1/15/95

Business License No. NA

Tax I.D. No. 13-1057037

Social Security No. NA

CITY OF PORTLAND

By: Vera Katz

Name: VERA KATZ

Title: MAYOR

Date: 1/23/95

By: Barbara Clark

Name: BARBARA CLARK

Title: AUDITOR

Date: 1/24/95

ORDINANCE NO. 168385

\* Agreement for services for five years, with provision of a five year renewal, with the Regional Arts and Culture Council for overseeing all public art matters for the City (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. The City of Portland, Oregon and Multnomah County created by Intergovernmental Agreement, dated July 1, 1973, as amended, a City/County Commission known as the Metropolitan Arts Commission (MAC). The purpose of MAC is to promote and encourage programs to further the development and public awareness of and interest in the visual and performing arts.
2. The City/County Intergovernmental Agreement designated the City of Portland as the final fiscal agent of MAC and employees of MAC were deemed employees of the City for purposes of determining fringe benefits.
3. MAC has distinguished itself with a record of high quality re-grant, technical assistance and public art programs and has attained national recognition for its leadership in linking the arts to other important community priorities and planning processes. In 1989, as an extension of its leadership, MAC became an advocate of a region-wide planning process that addressed the opportunities of arts and cultural growth and the chronic problems associated with providing broad and affordable public access to first-hand arts and cultural experiences.
4. The City of Portland demonstrated its leadership and commitment to the arts by adopting Arts Plan 2000+ (resolution #34949) in February 1992; providing and sustaining increased funding and including Arts Plan implementation as one of thirteen City Council goals in fiscal years 1993/94 and 1994/95;
5. The City and County in 1993 amended the City/County Intergovernmental Agreement to include serving Clackamas, Washington and Clark Counties in the implementation of Arts Plan 2000+. The Plan directed MAC to strengthen the organization, planning and development of the region-wide arts industry toward broad regional goals of access, inclusion, education, economic development and quality of life and to enter into contracts for grants and services in those jurisdictions.
6. The City of Portland was an active participant in the Metro Regional Arts Funding Task Force, a Metro/City of Portland Task Force with representation from all regional counties, which recommended short and long term solutions to arts programs and facilities needs, including the establishment of a nonprofit organization;

7. The City of Portland adopted an Arts Funding Policy in 1994 (resolution 35313) to represent its long term commitment to the health and vitality of the arts in Portland.
8. MAC has restructured into a nonprofit organization, the Regional Arts and Culture Council (RACC), in order to implement the Arts Plan 2000+ and Metro Regional Arts Funding Task Force recommendation to provide more cost effective, efficient and flexible services;
9. The purpose of local government investment in the arts, including City of Portland funding, is to promote access, inclusion and excellence in the arts, to leverage other resources for the arts, and to enhance the contribution of the arts to economic vitality, educational opportunities, neighborhood and community revitalization, social harmony, regional growth management and overall quality of life.

NOW, THEREFORE, the Council directs:

- a. The Mayor and Auditor are authorized and directed to enter into an agreement for services substantially in conformance to that attached hereto as Exhibit A, that provides for transfer of Metropolitan Arts Commission services between the City and Regional Arts and Culture Council.

Section 2. The Council declares that an emergency exists because the Metropolitan Arts Commission will become the Regional Arts and Culture Council on January 15, 1995 and in order for there to be no interruption of services the Professional Services Contract must be in effect. Now therefore, this Ordinance shall be in force and effect from and after its passage by Council.

Passed by the Council, DEC 21 1994

Mike Lindberg  
Bill Bulick  
12-16-94

BARBARA CLARK  
Auditor of the City of Portland  
By *Britta Olson* Deputy



## METRO

Date: January 25, 1995

To: Councilor Washington, Regional Facilities Lead Councilor  
Councilor McCaig, Regional Facilities Support Councilor

From: Donald E. Carlson, *DE* Council Analyst

Re: Review of the Proposed Intergovernmental Agreement (IGA)  
on the Regional Arts and Cultural Agency (RACC)

The purpose of this memo is to follow up on our meeting with representatives of the art community who are advocating Council approval of the IGA on the RACC. At that time you asked me to provide a list of questions and comments regarding the proposed IGA for consideration by both the RACC advocates and the Council. It is my understanding that this matter will be on the January 31, 1995 Council Work Session agenda. Below are my questions or comments.

1. In the Recitals section of the IGA it appears the RACC has been established to take on the responsibilities of the Regional Arts Council and ultimately accept the duties of the Metropolitan Arts Commission (MAC) which is an institution created by intergovernmental agreement between the City of Portland and Multnomah County. What is the reason for the creation of a private non-profit organization to undertake this effort rather than transform the MAC into a regional organization?
2. In the Recitals section of the IGA in the sub-section titled "Public Art Program (Page 2) the statement is made that ordinances are in place for MAC to manage several governments Per Cent for Art Programs (including Metro). Will the relationship between RACC and the various governmental units automatically continue as a result of the approval of the IGA, or will some other action be necessary?
3. On Page 4 of the IGA the parties agree that the RACC shall be designated as the arts and cultural agency for the region. What is the meaning of this designation? Is it an exclusive designation? Are the jurisdictions party to the IGA prohibited from providing direct support for art and cultural programs provided by other organizations?
4. The IGA provides for a Board of Directors for the RACC of 23 members and provides a method for the selection of the Board. What is the rationale for the number of Board members and the method of selection? Is it based on a population formula or the potential ratio of expected contributions from the various governmental entities involved, or some other reason?

5. The IGA on Page 5 provides a commitment by the parties to the agreement to work with the RACC to implement the Arts Plan 2000+. As shown in Exhibit A attached the Arts Plan 2000+ contains approximately 37 Key Recommendations and specific Proposals for Action under 10 key subject matter headings ranging from Arts Education to Resources. Two Key Recommendations in the Resource section are 1) to find a dedicated source of public funds for regional and local arts programs and 2) to increase public funding for the arts to \$6 million annually by 1996. While Metro has participated in various studies in recent years regarding potential funding for the arts, staff has not found any record of the Metro Council out right adopting the Arts Plan 2000+ recommendations.

6. No where in the IGA is there language which addresses the issue of oversight of the operation and program of the RACC by any of the entities which will provide funds to support the operation of the RACC. How will this subject be dealt with? To whom is the RACC accountable?

7. The IGA on Page 5 contemplates service agreements between the RACC and individual jurisdictions for developing and administering arts and cultural programs? What are examples of these service agreements? How will the services provided by these agreements differ from the services contemplated to be provided as a result of general contributions made by various jurisdictions as a result of this IGA?

8. Have the Bylaws for the RACC been adopted? If so, by whom and how do they relate to the provisions included in the IGA?

cc: Metro Council  
Mike Burton, Executive Officer  
Bill Bulick  
Pat Harrington  
Kathleen Johnson-Kuhn



METROPOLITAN ARTS COMMISSION

January 12, 1995

TO: Don Carlson, Staff to the Metro Council

FROM: <sup>EB</sup> Bill Bulick, Executive Director

We're looking forward to working with you.

I'm hoping you've already had time to talk with Casey and Ed Washington about the regional arts and facilities issues. Enclosed is a packet of background materials, including the following:

- 1) The Intergovernmental Agreement enabling the Metropolitan Arts Commission to implement the Regional Arts Funding Task Force and Arts Plan recommended transition to a regional non-profit organization, the Regional Arts and Culture Council (RACC). It is our fond hope that Metro can move on this fairly quickly. Clackamas and Washington Counties and the City of Portland have already approved; Multnomah County will approve it on January 26. We are planning a signing ceremony and open house in our new space in early February. It is very important to us that Metro be a full partner at this historic new beginning

This agreement does not obligate Metro to any funding. Funding decisions will be handled on a year to year basis via a contract for services such as the one currently in effect. However, the Regional Arts and Cultural Council does need this governmental designation to apply for federal funding, such as the \$470,000 NEA award that is currently benefiting the region. We plan to apply for a major NEA arts in education grant in January.

The Intergovernmental Agreement was presented to the Regional Facilities Committee in December along with a report of our progress on activities funded by Metro. The Committee response was extremely positive. My understanding is that Dan Cooper and Casey reviewed the document and felt fine about it too. We had hoped to bring it before the Council before the end of December but just ran out of time.

2) A report from the Metropolitan Arts Commission and the Business Committee for the Arts (BCA) about the progress made on programs funded by Metro in the current 94/95 fiscal year. I think you will see that much has been accomplished -- all groundwork needed to meet the challenges ahead.

3) A draft 95/96 budget proposal for the next phase of RACC/BCA work that was presented to Rena Cusma and Mike Burton as they pulled their proposals together. It is my understanding that Mike has included it in his draft budget.

4) Copies of the information outlining the fiscal crisis at the PCPA.

I hope that we can meet with you soon.

# INTERGOVERNMENTAL AGREEMENT

## PARTIES

This Intergovernmental Agreement is among the City of Portland, Oregon, Multnomah County, Oregon, Clackamas County, Oregon, Washington County, Oregon, Clark County, Washington, and Metro, Oregon.

## RECITALS

### 1. STATEMENT OF HISTORY OF METROPOLITAN ARTS COMMISSION (MAC)

#### a. City of Portland/Multnomah County Intergovernmental Agreement

##### (i) Purpose

The City of Portland, Oregon and Multnomah County created by Intergovernmental Agreement, dated July 1, 1973, as amended, a City/County Commission known as the Metropolitan Arts Commission (MAC). The purpose of MAC is to promote and encourage programs to further the development and public awareness of and interest in the visual and performing arts.

##### (ii) Fiscal Agent

The City/County Intergovernmental Agreement designated the City of Portland as the final fiscal agent of MAC and employees of MAC were deemed employees of the City for purposes of determining fringe benefits.

##### (iii) Regional Planning

MAC has distinguished itself with a record of high quality re-grant, technical assistance and public art programs and has attained national recognition for its leadership in linking the arts to other important community priorities and planning processes. In 1989, as an extension of its leadership, MAC became an advocate of a region-wide planning process that addressed the opportunities of arts and cultural growth and the chronic problems associated with providing broad and affordable public access to first-hand arts and cultural experiences.

##### (iii) Arts Plan 2000+

Arts Plan 2000+, a citizen created cultural plan, was completed in February, 1992 with goals of region-wide access, coordination, support, policy and planning for the arts. Arts Plan made 72 recommendations to achieve a vital and regionally

balanced arts and cultural sector, recognizing the varied interests of the public, the individual artists, facility and fiscal needs of arts organizations. A coordinated, regional approach was identified as a key to fulfillment of all strategies. MAC was directed by an amendment to the 1973 City/County Intergovernmental Agreement to transform and expand into a regional coordinating body. In partnership with all affected jurisdictions MAC appointed a regionally balanced "Regional Arts Council Transition Team" which developed a new agenda and governing structure, adopted by MAC, the City of Portland, Multnomah County, Clackamas and Washington Counties and the Regional Arts Funding Task Force. The Regional Arts Funding Task Force is a Metro/City of Portland Task Force with representation from all regional counties.

(iv) Addition of Clackamas, Clark, and Washington Counties

The City and County in 1993 amended the City/County Intergovernmental Agreement to include serving Clackamas, Washington and Clark Counties in the implementation of Arts Plan 2000+. The Plan directed MAC to strengthen the organization, planning and development of the region-wide arts industry toward broad regional goals of access, inclusion, education, economic development and quality of life and to enter into contracts for grants and services in those jurisdictions.

b. Public Art Program

(i) Establishment of Public Art Program

As a part of the development of a region-wide arts industry, the Public Art Program was established in 1980. Ordinances are in place that provide for MAC management and collection of funds for the Percent for Public Art Programs for the City of Portland, Multnomah County, and Metro. MAC contracts with Tri-Met, Port of Portland, City of Gresham and with other public agencies for the selection and management of Public Art. MAC, with advice from the Public Art Advisory Committee is responsible for selection, acquisition, siting, maintenance, administration, deaccessioning, community education, and registration of Public Art in the City/County Public Art Collection.

(ii) Zoning Code responsibility

MAC is responsible for approving art substitutes

for ground floor windows and for approving art bonus floor area ratios as defined in the City of Portland Zoning Code (Title 33) according to MAC adopted guidelines.

(iii) Other responsibilities

The Public Art Program also operates the Metropolitan Center for Public Art, administers the Visual Chronicle of Portland Collection, and participates in the joint approval process for memorials in public parks as described in the City's policy for placing memorials in public parks.

c. Public Art Trust Fund

The Public Art Trust Fund is a fund within the City of Portland Treasury into which monetary contributions for Public Art are deposited. Of the 1.33% of the total costs of improvement projects, 1% is used for costs associated with Public Art including acquisition, siting, maintenance and deaccessioning. The .33% is used for selection, administration, community education and registration of Public Art. Separate accounts are established within the Public Art Trust Fund if separate accounting is requested by a participating agency or required by law.

d. Regional Funding and Programs

As a result of Arts Plan 2000+, Washington and Clackamas Counties and Metro have recognized the importance of regional cooperation, coordination and collaboration by recognizing MAC as the designated regional arts council and they have made their first contributions to a regional funding pool.

2. STATEMENT OF HISTORY OF REGIONAL ARTS AND CULTURE COUNCIL (RACC)

a. Incorporation and tax status

RACC is incorporated under the Oregon Nonprofit Corporation Law. RACC is tax exempt under Section 501(c)(3) of the Internal Revenue Code.

b. Formerly called Metropolitan Regional Arts Council

Founded during Arts Plan 2000+ in 1991, the Metropolitan Regional Arts Council was established to administer an Arts in Education Program and to ultimately accept the duties of MAC and to expand those duties on a regional basis.

c. Articles of Incorporation and Bylaws

The Regional Arts and Culture Council has amended its articles of incorporation and bylaws to reflect the change from the Metropolitan Regional Arts Council to RACC.

c. Purposes

RACC exists to foster the development of arts and culture among our regional communities so that they might touch and improve the lives of all citizens, to represent the public in cultural policy making, and to provide leadership, financial support, resource development, strategic planning, advocacy and coordination of the regional arts industry.

RACC will be the steward of public investment in the arts, providing cost effective, efficient and flexible services in the promotion of access, inclusion and excellence in the arts and culture; to leverage other resources for the arts and culture; to enhance their contribution to economic vitality, educational opportunities, neighborhood and community revitalization, social harmony, regional growth management and overall quality of life.

WHEREFORE: THE PARTIES AGREE AS FOLLOWS:

1. RACC DESIGNATED AS REGIONAL ARTS AND CULTURAL AGENCY

RACC shall be designated as the arts and cultural agency with responsibility for the stewardship of public investment, and for serving citizens of the region by providing leadership, strategic planning, policy development, coordination, and financial support of the regional arts industry.

2. SELECTION OF BOARD OF DIRECTORS

The board of directors shall consist of twenty three members as long as the governmental entities listed below continue to be a party to this agreement. If a governmental entity chooses to withdraw from this agreement, then the number of directors shall be reduced by the number of directors assigned to that jurisdiction. The RACC board of directors, or a board committee to which the task has been delegated, shall work in conjunction with citizens and elected officials of each jurisdiction, to develop a list of potential candidates for each appointing authority. From those lists, directors shall be appointed as follows: 6 directors appointed by the Multnomah County Chair; 10 directors appointed by the Mayor of the City of Portland; 2

directors appointed by the Chair of the Clackamas County Board of Commissioners; 2 directors appointed by the Chair of the Washington County Board of Commissioners; 1 director appointed by the Chair of the Clark County Board of Commissioners; and, 2 directors appointed by the Metro Executive.

3. APPOINTMENT OF LIAISON

Each jurisdiction shall appoint one elected official to serve as liaison to RACC.

4. IMPLEMENTATION OF ARTS PLAN 2000+

The parties to this agreement shall work with RACC to implement Arts Plan 2000+.

5. REGIONAL FUNDING

The parties to this agreement shall identify and seek a new regional public sector mechanism for funding the arts and culture with RACC assuming responsibility for administering and distributing funds for arts and cultural programs.

6. TRANSITION AGREEMENT

A transition agreement shall be entered into between the City of Portland and RACC, transferring MAC services, employees, assets and contracts.

7. TERMINATION OF CITY OF PORTLAND AND MULTNOMAH COUNTY INTERGOVERNMENTAL AGREEMENT

The Intergovernmental Agreement between the City of Portland and Multnomah County shall be terminated as of the effective date of this agreement and the City of Portland and Multnomah County agree that the assets of MAC listed in Exhibit A of the Transition Agreement shall be distributed to RACC notwithstanding Clause XI of the City/County Intergovernmental Agreement.

8. SERVICE AGREEMENTS BETWEEN RACC AND INDIVIDUAL JURISDICTIONS

Services agreements for developing and administering arts and culture programs shall be entered into between RACC and City of Portland, Multnomah County, Clackamas County, Clark County, Washington County, and Metro.

9. IMPLEMENTATION

(a) Arbitration

In the event of unforeseen difficulties of implementation, the parties agree to negotiate in good faith with each other. If dispute negotiations are not successful, the parties shall attempt mediation. If mediation is not successful, any party to a dispute may

submit the dispute to binding arbitration by giving notice to all other parties to the dispute. The arbitration shall be conducted by an arbitrator mutually agreed upon by the parties. In the event the parties cannot agree on the arbitrator, then the arbitrator shall be appointed by the Presiding Judge (Civil) of the Circuit Court of the State of Oregon for the County of Multnomah. The arbitrator shall be selected within thirty (30) days from the notification of the submission of the dispute to arbitration. The arbitration, and any litigation arising out of or in connection with this Agreement, shall be conducted in Portland, Oregon, shall be governed by the laws of the State of Oregon, and shall be as speedy as reasonably possible. The applicable arbitration rules for the Multnomah County courts shall apply unless the parties agree in writing to other rules. The arbitrator shall render a decision within forty-five (45) days of the first meeting with the parties. Insofar as the parties legally may do so, they agree to be bound by the decision of the arbitrator.

(b) Performance of work

Notwithstanding any dispute under this Agreement, whether before or during arbitration, RACC shall continue to perform its work pending resolution of the dispute.

10. EFFECTIVE AND TERMINATION DATES

This Intergovernmental Agreement shall be effective as of January 15, 1995 and shall continue until: (a) it is terminated by mutual agreement of the parties or (b) jurisdictions having authority cumulatively to appoint more than eleven directors have withdrawn from the Agreement. A jurisdiction can cease to be a part of the Agreement with sixty (60) days notice to the RACC Executive Director. Withdrawal of a jurisdiction from the Intergovernmental Agreement shall not be cause for enforcement of paragraph 9 (a). The withdrawal of a party

from the Agreement shall not change the Agreement among the remaining parties as long as the parties remaining have appointing authority of a total of twelve (12) or more directors.

**CITY OF PORTLAND, OREGON**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Mayor  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Auditor  
Date: \_\_\_\_\_

**REVIEWED:**

\_\_\_\_\_  
City of Portland Attorney

**MULTNOMAH COUNTY, OREGON**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**REVIEWED:**

\_\_\_\_\_  
County Counsel

**METRO, OREGON**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CLACKAMAS COUNTY, OREGON**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**WASHINGTON COUNTY, OREGON**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CLARK COUNTY, WASHINGTON**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

F:\DATA\COUNSEL\WPDATA\NINE\571LK.IGA\mw

EXHIBIT A  
(Excerpts from ARTS PLAN 2000+)

### KEY RECOMMENDATIONS

Leadership, resources and coordination will strengthen programs and make them more widely available to our region's children. Local citizens and planners have identified three priorities: school-based instruction, educational programs offered by arts organizations, and opportunities for lifelong arts education.

▼ Establish a Regional Arts Education Steering Committee, staffed through the regional arts council, to plan, fund raise and advocate for arts education. Members will represent public and private schools, colleges and universities, cultural organizations, businesses, parents and community organizations.

▼ Provide funds for exemplary arts education programs in schools and community settings to be matched by schools and the private sector.

▼ Initiate an "arts team on loan to schools" program to demonstrate the role of the arts in childhood development and help schools adopt state-mandated arts education goals.

▼ Upgrade teacher certification requirements to reflect the skills necessary to meet state curriculum goals in the arts and to incorporate the arts into total childhood development.

▼ Increase multi-cultural arts activities in schools, recreation programs and arts organizations by offering coordination and financial support to successful diversity outreach programs.



A public opinion survey conducted by the Wolf Organization reported an extremely high level of support, region-wide, for arts education programs.

## ARTS PLAN ACTION PLAN FOR ARTS EDUCATION

REC #	PROPOSALS FOR ACTION	ADOPT WITH PLAN	BY FY 94	BY FY 96	POSSIBLE IMPLEMENTING ORGANIZATION
1	Establish a Regional Arts Education Steering Committee.	▼			Regional Arts Council
2	Provide funds for exemplary arts education programs in schools and community-based settings.		▼		Regional & Local Arts Councils Schools Foundations Business Individuals
3	Initiate an "arts team on loan to schools" program.		▼		Arts Organizations Arts Education Steering Comm. Schools Artists
4	Upgrade teacher certification requirements to reflect the skills necessary to meet state curriculum goals in the arts and to incorporate the arts into total childhood development.		▼		Arts Education Steering Comm. Higher Education
5	Increase multi-cultural arts activities in schools, recreation programs and arts organizations.	▼			Regional & Local Arts Councils Arts Organizations Reg. Parks & Rec. Programs Multi-Cultural Arts Task Force
6	Convene a regional "arts in education" conference.		▼		Arts Education Steering Comm. Arts Organizations Regional & Local Arts Councils Schools & Higher Education
7	Establish a regional "awards for excellence in arts education" recognition program.			▼	Arts Education Steering Comm.
8	Initiate a Teacher Pre-Service and In-Service Art Education Project.		▼		Arts Education Steering Comm.
9	Create a parent arts advocacy group in each school.		▼		Arts Education Steering Comm. Schools Parent/Teacher Assoc.

### KEY RECOMMENDATIONS

- ▼ Encourage more free and low-priced events to attract new audiences.
- ▼ Provide grants to arts organizations for pursuing new audiences, including the disabled and traditionally underserved populations, and for developing activities which extend activities throughout the region.
- ▼ Establish a central marketing group, staffed under the regional arts council, to promote collaborative audience development and outreach efforts among arts groups, community development agencies, tourism associations and arts councils.
- ▼ Design and implement a long-range plan to promote cultural tourism. Elements may include tour packages, and centralized ticketing.



It is important that no one leaves this earth without discovering who and what they are as an artist.

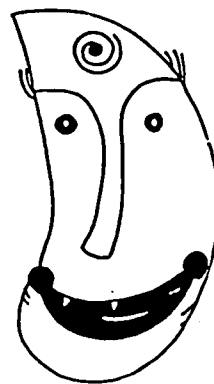
▼ Sharon Morgan,  
Director of the  
Oregon Coast Council  
for the Arts

## ARTS PLAN ACTION PLAN FOR ACCESS TO THE ARTS

REC #	PROPOSALS FOR ACTION	ADOPT WITH PLAN	BY FY 94	BY FY 96	POSSIBLE IMPLEMENTING ORGANIZATION
1	Encourage more free and low-priced events.	▼			Arts Organizations Regional & Local Arts Councils Metro. Expo. Rec. Comm. Business Foundations Individuals
2	Provide grants to arts organizations for pursuing new audiences.	▼			Regional & Local Arts Councils Eco. Dev. & Tourism Agencies Business Foundations Individuals
3	Establish a central marketing group to promote collaborative audience development and outreach efforts.	▼			Regional & Local Arts Councils Eco. Dev. & Tourism Agencies Business Foundations Individuals MERC
4	Design and implement a long-range plan to promote cultural tourism.		▼		Regional & Local Arts Councils Eco. Dev. & Tourism Agencies Business Foundations Individuals MERC
5	Develop region-wide information and promotion strategies to encourage greater public participation in the arts.		▼		Regional & Local Arts Councils Eco. Dev. & Tourism Agencies Business Foundations Individuals MERC
6	Take advantage of the arts and cultural implications of Portland's role as a Pacific Rim City	▼			Arts Organizations Sister City Organizations Eco. Dev. & Tourism Agencies Regional & Local Arts Councils Higher Education
7	Create a world-class international arts festival emerging from leadership of existing festivals and arts organizations.			▼	Arts Organizations Regional & Local Arts Councils Eco. Dev. & Tourism Agencies Business Foundations MERC
8	Explore opportunities to develop and sell arts-related products that promote the arts of the area and provide support to local artists.		▼		Arts Organizations Regional & Local Arts Councils
9	Enhance convenience and safe accessibility in connection with getting to and from regional arts events.		▼		Regional Governments Regional & Local Arts Councils Eco. Dev. & Tourism Agencies Assoc. for Portland Progress Portland OR Visitor's Assoc. MERC TRI-MET

### KEY RECOMMENDATIONS

- ▼ Permanently fund and staff the Minority Outreach Program begun by the Metropolitan Arts Commission. The program offers training and information on funding sources for minority artists and arts organizations region-wide.
- ▼ Extend funding for fellowships and commissions to all artists and arts organizations. Ensure fair evaluation of minority applicants.
- ▼ Increase the number of culturally diverse artists used in programs such as Arts in Education, Art Literacy and Young Audiences.
- ▼ Create “arts incubators” for small and emerging arts organizations, especially multi-cultural and underserved groups, through business/arts partnerships.



People of color constitute 17% of the population, yet only 5% of arts audiences.

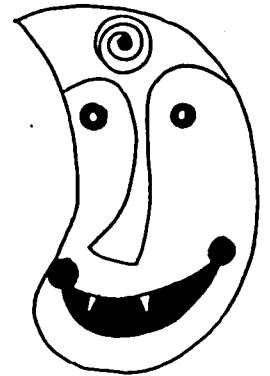
## ▼ The Wolf Report

### ARTS PLAN ACTION PLAN FOR DIVERSITY

REC #	PROPOSALS FOR ACTION	ADOPT WITH PLAN	BY FY 94	BY FY 96	POSSIBLE IMPLEMENTING ORGANIZATION
1	Permanently fund and staff the Minority Outreach Program.	▼			Regional Arts Council
2	Extend funding for fellowships and commissions to all artists and arts organizations.	▼			Regional Arts Council
3	Increase the number of culturally diverse artists used in programs such as Arts in Education, Art Literacy or Young Audiences.	▼			Regional & Local Arts Councils Arts Organizations NW Multi-Cultural Task Force Schools
4	Create "arts incubators" for small and emerging organizations through business/arts partnerships.		▼		Regional Arts Council OR Bus. Comm. for the Arts OR Assoc. of Minority Entrepreneurs Portland Development Comm. Reg. Chambers of Commerce
5	Encourage arts organizations to increase culturally diverse and targeted constituent programming as appropriate to their artistic goals.	▼			Regional Arts Council
6	Foster and fund non-school based education programs including those based in neighborhoods and those which are aimed at preserving and presenting the work of various cultures and targeted constituent groups.	▼			Regional & Local Arts Councils Reg. Parks & Recreation Prog.
7	Insure barrier-free and decentralized facilities for arts activities in neighborhoods for culturally diverse and targeted constituent groups.		▼		Regional Governments Redevelopment Agencies Arts Organizations
8	Build on MAC's Multi-Cultural Issues Committee to regionally focus on concerns to people of color.	▼			Regional Arts Council
9	Create a regional Targeted Constituents Issues Committee to address arts accessibility for underserved populations - senior, disabled and homosexual.	▼			Regional Arts Council
10	Encourage arts organizations and local governments to include representatives of underserved communities on boards and selection committees.	▼			Regional & Local Arts Councils
11	Develop strategies and tools for disseminating information to the various cultural communities and targeted constituents.	▼			Regional & Local Arts Councils Arts Organizations
12	Take advantage of the arts and cultural implications of Portland's role as a Pacific Rim City.	▼			Arts Organizations Sister City Organizations Eco. Dev. & Tourism Agencies Regional & Local Arts Councils

### KEY RECOMMENDATIONS

- ▼ Establish a dedicated funding source for the arts which supports regional programs and facilities and also funnels dollars directly to communities.
- ▼ Assemble a regional leadership group of prominent citizens and business leaders devoted to the region's cultural sector.
- ▼ Create a regional arts council, based on the Metropolitan Arts Commission, to coordinate arts programs and lobby for expanded public funding. Clark, Clackamas, Multnomah and Washington Counties, METRO and local governments will be invited to create such an organization.
- ▼ Appoint an ad hoc group of the *Arts Plan 2000+* steering committee to monitor the creation of the regional arts council and the leadership group.



The greatest need is developing a corps of active, prominent community leaders for the arts.

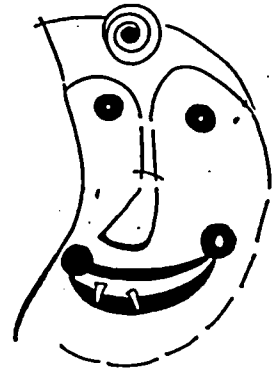
## ▼ The Wolf Report

### ARTS PLAN ACTION PLAN FOR REGIONAL COORDINATION

REC #	PROPOSALS FOR ACTION	ADOPT WITH PLAN	BY FY 94	BY FY 96	POSSIBLE IMPLEMENTING ORGANIZATION
1	Establish a dedicated funding source for the arts which supports regional programs and facilities.	▼			Regional Governments Private Leadership Citizens
2	Assemble a regional leadership group of prominent citizens and business leaders devoted to the region's cultural sector.	▼			OR Bus. Comm. for the Arts
3	Create a regional arts council based on the Metropolitan Arts Commission.	▼			Regional Governments
4	Appoint an ad hoc group of AP2+ Steering Committee to monitor the creation of a Regional Arts Council and leadership group.	▼			AP2+ Steering Committee Regional & Local Governments
5	Forge allies and partnerships for regional funding options with projects such as Greenspaces, the Zoo, libraries and the End of the Oregon Trail Interpretive Center.	▼			Regional Governments Regional & Local Arts Councils Arts Organizations Metro. Expo. Rec. Comm.

### KEY RECOMMENDATIONS

- ▼ Create Artist Trust, a private, independent non-profit corporation, to provide grants and advocacy for individual artists.
- ▼ Initiate a fellowship program, under the regional arts council, for exemplary artists.
- ▼ Increase grants for artists' community projects.
- ▼ Expand technical assistance and business training programs for artists.
- ▼ Assist artists in securing cooperative, low-cost studio and presenting spaces.



We cannot afford the  
flight of our most  
creative citizens.

## ARTS PLAN ACTION PLAN FOR ARTISTS

REC #	PROPOSALS FOR ACTION	ADOPT WITH PLAN	BY FY 94	BY FY 96	POSSIBLE IMPLEMENTING ORGANIZATION
1	Create Artist Trust to provide grants and advocacy for individual artists.	▼			Artists Business Foundations Individuals
2	Initiate a fellowship program for exemplary artists.		▼		Regional Arts Council Artist Trust Foundations Business Individuals
3	Increase grants for artists' community projects.	▼			Regional Arts Council Artist Trust Foundations Business Individuals
4	Expand technical assistance and business training for artists.	▼			Regional & Local Arts Councils Foundations OR Business Comm. for Arts OR Assoc. of Minority Entrepreneu Artist Trust
5	Assist artists in securing cooperative, low-cost studio and presenting space.		▼		Regional & Local Arts Councils Redevelopment Agencies Private Developers Artist Trust
6	Create an annual state-wide Arts Congress for artists and arts organizations to share common concerns.		▼		Regional & Local Arts Councils Arts Organizations Artist Trust

### KEY RECOMMENDATIONS

▼ Increase funding for operating expenses of arts organizations.

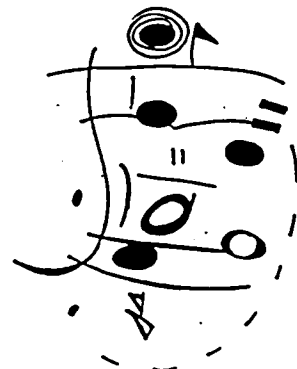
▼ Support small, emerging, and multi-cultural organizations through:

1) Grants for community projects

2) Technical assistance for fundraising and business training

▼ Investigate a one-time, public/private funding initiative to financially stabilize arts organizations that would not compete with individual organizations' fundraising campaigns.

▼ Establish fair and equitable support for facility use, including appropriate rent for non-profit users of PCPA, and support for organizations which own and operate their own regionally significant facilities.



Attendance at arts activities in 1990 was estimated at over three million.

## ARTS PLAN ACTION PLAN FOR ARTS ORGANIZATIONS

REC #	PROPOSALS FOR ACTION	ADOPT WITH PLAN	BY FY 94	BY FY 96	POSSIBLE IMPLEMENTING ORGANIZATION
1	Increase funding for operational expenses for arts organizations.	▼			Regional Governments Business Foundations Individuals
2	Support small, emerging and multi-cultural organizations through grants and technical assistance.	▼			Regional & Local Arts Councils Foundations Business
3	Investigate a one-time, public/private funding initiative to financially stabilize arts organizations.		▼		Regional Arts Council Arts Organizations OR Bus. Comm. for the Arts Foundations Business
4	Establish fair and equitable support for facilities, including appropriate rent for non-profit users of PCPA and support for organizations which own and operate their own regionally significant facilities.	▼			Regional Arts Council Metro. Expo. Rec. Comm.
5	Expand existing project grant program.	▼			Regional Arts Council
6	Offer technical assistance to arts organizations in fund-raising, with an increased emphasis on planned giving.		▼		Regional Arts Council OR Bus. Comm. for the Arts Non-profit Community
7	Develop "Reverse Technical Assistance" to assist corporations and media in meeting their arts support goals.	▼			Arts Organizations
8	Develop a regional marketing strategy which includes joint promotion and packages.	▼			Regional Arts Council Arts Organizations Eco. Dev. & Tourism Agencies Business MERC
9	Create an annual state-wide Arts Congress for artists and arts organizations to share common concerns.			▼	Regional & Local Arts Councils Arts Organizations Artist Trust

### KEY RECOMMENDATIONS

- ▼ Encourage public agencies, municipalities and businesses region-wide to adopt public art programs.
- ▼ Increase the ratio of artists and arts professionals on public art advisory committees.
- ▼ Expand the definition of public art to include works of limited duration, and performing arts, literature, historical documentation, film and video projects.
- ▼ Increase commissions of public art that represent minority and international cultures through wider publicity about available commissions and by inviting people of various cultures to serve on selection panels.



This newspaper has supported the One Percent for Art program... because it produces more effective buildings, improving the quality of life of the people who work and have dealings there.

▼ *The Oregonian*,  
May 3, 1989

## ARTS PLAN ACTION PLAN FOR PUBLIC ART

REC #	PROPOSALS FOR ACTION	ADOPT WITH PLAN	BY FY 94	BY FY 96	POSSIBLE IMPLEMENTING ORGANIZATION
1	Encourage public agencies, municipalities and businesses region-wide to adopt public art programs.	▼			Regional & Local Arts Council Reg. Public Art Programs Private Leadership
2	Increase the ratio of artists and arts professionals on public art selection committees.	▼			Regional & Local Arts Council Reg. Public Art Programs Artist Trust
3	Expand the definition of public art to include works of limited duration and performing arts, literature, historical documentation, film and video projects.	▼			Regional & Local Arts Council Reg. Public Art Programs
4	Increase commissions of public art that represent minority and international cultures.	▼			Regional & Local Arts Council Reg. Public Art Programs
5	Develop educational programs to promote the understanding and benefit of public art.		▼		Regional & Local Arts Council Arts Education Steering Comm.
6	Encourage early planning for permanent, commissioned public art works, beginning simultaneously with architecture and landscape design.		▼		Regional & Local Arts Council
7	Develop policies and guidelines to improve stewardship of existing and future public art.		▼		Regional & Local Arts Council
8	Charge agencies their fair share for program management to provide adequate staffing.	▼			Regional Arts Council
9	A new approach to public art conservation should be developed which includes more complete planning, registration, condition monitoring and more realistic budgeting for conservation.		▼		Regional & Local Arts Council
10	The Regional Arts Council, as a model for the region, should develop a clear statement of purpose for its public art collection with standards to guide acquisition, screening and de-accessioning. A system should be developed for evaluating individual projects or collections as a whole.	▼			Regional Arts Council
11	Effective methods should be in place to encourage high quality art in projects by private developers.		▼		Regional & Local Arts Council
12	Design interactive education and marketing programs aligned to public art pieces and coordinated to each new work.			▼	Regional & Local Arts Council

### **KEY RECOMMENDATIONS**

- ▼ Create a Regional Cultural Facilities Planning Group, through the regional arts council, to advise new facilities development throughout the region. This group will establish priorities and a process for siting facilities and also work with local governments to help them plan and build new facilities.
- ▼ Secure a regional dedicated funding source for PCPA's operations, capital improvements, marketing and educational programming.
- ▼ Reduce rent and user fees to arts organizations at PCPA and provide analogous support to arts organizations which own and operate their own facilities.



To solve that problem (Portland Center for the Performing Arts) without addressing other issues such as the operating losses of other arts organizations, multi-cultural arts programming, neighborhood facilities, arts education, cultural tourism, or the many other challenges brought up by this planning process would be a mistake.  
▼ The Wolf Report

## **ARTS PLAN ACTION PLAN FOR CULTURAL FACILITIES**

<b>REC #</b>	<b>PROPOSALS FOR ACTION</b>	<b>ADOPT WITH PLAN</b>	<b>BY FY 94</b>	<b>BY FY 96</b>	<b>POSSIBLE IMPLEMENTING ORGANIZATION</b>
1	Create a Regional Cultural Facilities Planning Group to coordinate new facilities development.		▼		Regional Arts Council Redevelopment Agencies Regional Governments Arts Organizations
2	Secure a regional dedicated funding source for PCPA's operations, capitol improvements, marketing and educational programming.		▼		Regional Governments Private Leadership Citizens
3	Reduce rent and user fees to arts organizations at PCPA and provide analogous support to arts organizations which own and operate their own facilities.		▼		Regional Arts Council Metro. Expo. Rec. Comm.
4	Support the major recommendations of the METRO Facilities Study Subcommittee on the Portland Center for the Performing Arts.		▼		Regional & Local Arts Council Regional Governments Business
5	Maintain a database of existing and proposed facilities in the region.		▼		Regional Arts Council Redevelopment agencies

### KEY RECOMMENDATIONS

- ▼ Assemble a regional leadership group of prominent citizens and corporate representatives which will devote itself to the needs and opportunities of the region's cultural sector.
- ▼ Establish a dedicated public funding source for the arts which supports regional programs and facilities and also funnels dollars directly to local communities' programs.
- ▼ Increase public funding for the arts to \$6 million annually by 1996.
- ▼ Increase contributions from corporations, foundations and individuals.



Arts Plan has set a goal of \$6 million in public funding for the arts by the year 1996: the price of one movie ticket per resident per year.

## ARTS PLAN ACTION PLAN FOR RESOURCES

REC #	PROPOSALS FOR ACTION	ADOPT WITH PLAN	BY FY 94	BY FY 96	POSSIBLE IMPLEMENTING ORGANIZATION
1	Assemble a regional leadership group of prominent citizens and business leaders devoted to the region's cultural sector.	▼			OR Bus. Comm. for the Arts
2	Establish a regional dedicated funding source for the arts.		▼		METRO Local Governments Citizens OR Bus. Comm. for the Arts
3	Increase public funding for the arts to \$6 million annually by 1996.			▼	METRO Cities Counties
4	Increase contributions from corporations, foundations and individuals.	▼			OR Bus. Comm. for the Arts Regional & Local Arts Councils Foundations Business Individuals
5	Establish a formula for redistribution of arts funds to assure local municipalities that they will have cash available for local needs.	▼			METRO Local Governments Regional & Local Arts Councils

**METRO**

**DATE:** January 31, 1995  
**TO:** Metro Council  
**FROM:** Mike Burton, Executive Officer  
**RE:** December Excise Tax and Expenditures Vs Actual Report

Each month the Finance Department reviews the excise tax receipts and Metro expenditures and prepares the following report. The budgeted excise tax revenue contains assumptions about future levels of business activity. Any shortfall in excise tax revenue must be covered by the budgeted contingency or reductions in expenditures, while additional excise tax revenue would increase the following year's beginning fund balance. This report provides a monthly update of the actual excise tax receipts, the forecast for the total year, and provides the budgeted amount as a reference. It is expected that the unappropriated and contingency would be adequate to cover shortfall most years and that this report would provide an early warning if the shortfall were to require expenditure reductions.

This report also tracks the Metro expenditures and encumbrances of funds by appropriation unit. Not all appropriations are expected to be spent uniformly throughout the year. Major capital outlay, contracts in materials and services, and interfund transfers tend to occur in large increments. Appropriation units with a percent of resources remaining less than the percent of the year remaining, receive additional attention by the department directors to make sure that this is not an indication of a potential over expenditure.

This report will be made available to you on a regular basis. It will typically be included in the Executive Officer's communication to the Council at the third Council work session of each month.

**EXCISE TAX RECEIPTS**

FY 1994-95 Excise tax receipts through December are \$2,514,659. This is \$72,316 (2.5%) below plan. The forecast of annual shortfall has not increased during the last two months. These two months have both been within one percent of forecast. The shortfall is due primarily to shortfall in Solid Waste revenues. The shortfall is at both Metro and non-Metro facilities. The revenue at non-Metro solid waste facilities has been consistently below forecast.

## December Excise Tax, General Fund, and Expenditures Vs Actual Report

January 31, 1995.

Page 2

### *Excise Tax Receipts Above Plan Year to Date:*

- Zoo, \$16,004 (5.7%) above plan. December's good weather gave the Zoo a good month, 23.9% above plan,
- Expo, \$6,723 (16%) above plan. The last two months at Expo have been strongly above forecast.
- Convention Center, \$10,119 (11.3%) above plan. While December was below plan, the strong performance in prior months continues to carry the Convention Center above plan.

### *Excise Tax Receipts Below Plan Year to Date:*

- Solid Waste -- Metro Owned Facilities, \$53,296 (2.5%) below plan. November and December were slightly above plan, but not enough to make up for shortfalls in earlier months.
- Solid Waste -- Non-Metro Owned Facilities, \$40,048 (10.2%) below plan. The Solid Waste Department forecast assumed that approximately 2,300 tons per month of auto fluff would result in revenue from Hillsboro Landfill. The actual receipts have been substantially lower. The last two months have averaged about 8.5% below plan for non-Metro owned facilities.
- Planning Fund, \$7,350 (75.6%) below plan. Excise Tax collections from Planning Fund activities are small and difficult to forecast as they depend on sales of data and materials through the Data Resource Center.
- Building Fund, \$4,469 (31.3%) below plan. Excise Tax receipts from the Building Fund are expected to continue below planned amounts due to low occupancy rate in the Metro Regional Center Parking Garage.

## FY 1994-95 EXPENDITURES VS APPROPRIATIONS THROUGH AUGUST 31

The tables on pages B-1 through B-8 show actual expenditures by appropriation unit through August 31. No appropriation units are over budget.

The Council Personal Services expenditures are over the annualized budget rate. Reduction of the Council size from 13 to 7 at mid-year caused the first half expenditures to be above half of the annual average.

## **December Excise Tax, General Fund, and Expenditures Vs Actual Report**

**January 31, 1995**

**Page 3**

The Executive Management Personal Services expenditures are over the annualized budget rate. Expenditures at the end of the first half related to pay out of accumulated benefits for outgoing personnel caused the first half expenditures to be above half of the annual average.

The General Services Fund has expended over half of their annual Materials & Services budget. This is caused by the annual distribution of the local governments' share of the Contractors license fees, \$151,815.

Zoo Personal Services expenditures are over the annualized budget rate of expenditures. This is normal for the Zoo since they have heavy business activity in Education Services and Visitor Services during the summer.

Transfers, Debt Service, and Capital Outlay should not be expected to distribute in a smooth annualized way. They are occurring at the planned times.

**Attachments**

**MB:RSR**

**C:\WINWORD\BUDGET\DEC94.DOC**

## COMMUNITY PARTNERS FOR AFFORDABLE HOUSING

12750 SW Pacific Highway, Suite 118

Tigard, OR 97223

January 31, 1995

Jon Kvistad  
600 NE Grand  
Portland, OR

Dear Jon;

On behalf of the Board of Directors of Community Partners for Affordable Housing (CPAH), I would like to invite you to help us define the affordable housing needs in the community and the appropriate role for CPAH to play. We will be holding a series of focus group meetings with key opinion leaders in Washington County to get your opinions about key issues in our strategic planning decisions. We hope you will join us.

Three different focus group meetings are scheduled, beginning next week. The sessions will be structured as an informal discussions with between six and eight participants. The sessions will be facilitated by Marc Smiley, an organizational development consultant hired by CPAH to assist us in our strategic planning process.

We will hold the focus group sessions at the Key Bank in King City located at 15805 SW 116th Avenue. The sessions will begin at 3:30 p.m. and last for 90 minutes on the following dates:

Tuesday, February 7

Thursday, February 9

Tuesday, February 14

We realize that you may not have much understanding yet about Community Partners and the role we will be playing in Washington County. As a newly formed nonprofit, we have yet to establish our presence in the community. However, with this planning process and the our hiring of an Executive Director later this winter, we will play a significant role in providing for the housing needs of low-income and possibly moderate-income residents in Washington County. The exact scope of our organization is but one of the questions we need to answer with this planning process. However, we have attached a fact sheet about CPAH to help brief you for the sessions.

We hope you can join us. We will call you in the next couple of days to follow up on this request. If you have any questions, please contact Marc Smiley or Valerie Bressman at 775-6202. I thank you in advance for your participation, and look forward to your ideas.

Sincerely,



Marge Jozsa  
President

**Growth Concept Refinement  
Work Plan**

ID	Name	Duration	Scheduled Start	er	1st Quarter				2nd Quarter			3rd Quarter			4th Quarter			1st Quarter		
					Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
1	Task 1. Citizen Involvement (General)	40ew	Dec 25 '94																	
2	1.1 Develop, Publish Newsletter	10.48ew	Jan 1 '95																	
3	1.2 Produce, Distribute Video	12.91ew	Jan 1 '95																	
4	1.3 Workshops, Hearings	11.05ew	Apr 15 '95																	
5																				
6	Task 2 Forecasts and Allocations	10w	Dec 25 '94																	
7																				
8	Task 3: Urban Development and Urban Design	19.6w	Dec 21 '94																	
9	3.1 Evaluate Vacant Land Supply	14w	Jan 2 '95																	
10	3.2 Evaluate Redevelopment Supply	14ew	Jan 1 '95																	
11	3.3 Open Space Definition	9w	Jan 1 '95																	
12	3.4 Refine Growth Concept Map	5w	Feb 26 '95																	
13	3.5 Define Sub Regional Need	7w	Mar 4 '95																	
14	3.6 MPAC Hearings - Growth Concept	3w	Apr 23 '95																	
15	3.7 Growth Concept Submitted to Council	0w	May 21 '95																	
16	3.8 Develop Criteria for U.R., Map Results	11w	Jan 29 '95																	
17	3.9 ID Sites for U.R.	17w	Apr 16 '95																	
18	3.10 Periodic Review of UGB - to 2015	16w	Apr 23 '95																	
19	3.11 Document Sewer, Water	15w	Jan 1 '95																	
20	3.12 Local Government Review	34.6w	Dec 21 '94																	
21	3.13 Business Community Involvement	39ew	Dec 25 '94																	
22	3.14 UR Citizen Involvement (Specific)	13.2ew	May 28 '95																	
23	3.15 MPAC Hearings - Urban Reserve, UGB	3w	Aug 27 '95																	
24	3.16 Urban Reserve, UGB Submitted to Council	13.48ew	Jun 15 '95																	
25																				
26	Task 4: Revision of Goal 2 of RUGGO	13ew	Jan 22 '95																	

Project: Growth Concept Refinement  
Date: 1/31/95

Critical



Progress



Summary








Noncritical



Milestone



**Growth Concept Refinement  
Work Plan**

ID	Name	Duration	Scheduled Start	er	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			1st Quarter		
				Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
27	4.1 Complete RUGGO Rewrite	4w	Jan 29 '95																
28	4.2 MPAC Hearings	3w	Apr 23 '95																
29	4.3 RUGGO Submitted to Council	0w	May 21 '95																
30																			
31	Task 5: Future Vision Adoption	25.91ew	Jan 1 '95																
32																			
33	Task 6: Transportation Plan	25.91ew	Jan 1 '95																

Project: Growth Concept Refinement  
Date: 1/31/95

Critical



Noncritical



Progress



Milestone



Summary





## METRO

DATE: February 1, 1995  
TO: Metro Council  
FROM: Councilor Susan McLain *Susan*  
RE: Growth Management Work Plan - Resolution 95-2087

We have on our February 2 agenda a resolution (95-2087) establishing a six-month work plan for the Growth Management staff. As outlined in the resolution, their work through June would have six elements: Citizen Involvement; Forecasts and Allocations; Urban Development and Urban Reserves; Revision of Goal 2 of RUGGO; Future Vision; and Transportation. I have four items regarding this work plan that I will raise for Council discussion on February 2.

**1. Timing for completion of the urban reserve study**

The 2040 growth concept that the Council adopted in December anticipated completion of the urban reserve study in June of 1995, to be adopted in conjunction with the growth concept ordinance. As I review the work plan as proposed, I become more concerned that the urban reserve study should be given more time to complete than the six months allotted. I think this project is too important and too complicated to have to adhere to this schedule, and I would support delaying its completion until September. The growth concept ordinance should still be completed by June and include urban reserve study areas. The final determination of which specific study areas will be designated as urban reserves, however, can and should wait until September in order for us to have a better, more complete, and more defensible product.

**2. Review of the adequacy of the Urban Growth Boundary**

I have discussed with staff the idea of conducting a UGB review concurrently with the urban reserve study, to be completed in September. We are agreed that this would be a most appropriate time to perform such a review.

Ordinance 92-450A adopted a final order for periodic review of the Urban Growth Boundary. That ordinance, adopted in October 1992, included direction to staff to incorporate revised population and employment data into a report for the Council within a year to determine whether changes to the UGB were needed. While that work was subsumed by 2040 work, it remains necessary to revisit the capacity of the existing UGB to maintain a 20-year supply of land for growth.

It would be most timely to do that work between now and September, in conjunction with the urban reserve study. Determination of the amount and location of urban reserves must be coordinated with an up-to-date assessment of the UGB's capacity. It would be most cost-effective and productive to do that UGB review now, at the same time as 2015 forecasts, preparation of the growth concept ordinance, and the urban reserve study.

### 3. Sub-regional coordination

An element of the final growth concept that needs more attention than it has received to date is the coordination of land supply and land uses at the sub-regional level. What this means is simply that jobs, housing, and supporting commercial and other uses must be available not only throughout the region, but in each individual sub-region. It would defeat much of the purpose of the growth concept to have sufficient land set aside for housing and for job growth region-wide, only to find that the jobs were in western Washington County but the housing was only to be available in eastern Multnomah or southern Clackamas County. Housing and jobs must be located close enough to each other to allow people to live close to their work. The proposed work plan give only 1-2 weeks for this work, which is not enough. Extending the time of the urban reserve study will provide staff with more time to do a proper sub-regional coordination study for inclusion in the growth concept in June.

### 4. Pre-implementation phasing

As we have seen at our briefings on Future Vision and other places, the work we are doing now is just a part of what needs to be done to conform with Metro Charter requirements and develop a comprehensive growth management plan for our region. We are nearing completion of the Future Vision, which will set forth our community's values and vision. The growth concept applies elements of the Future Vision, and the Regional Framework Plan will provide specific guidance to local governments for development and updates of their local Comprehensive Plans to fit into the broad regional picture.

It is going to take another four to five years, though, before the Regional Framework Plan can be implemented. This poses the question of how to implement the work done so far in the time between now and full implementation of the Regional Framework Plan. This is an issue on which MPAC plans to spend considerable effort in the coming months, and we need to have staff be prepared with recommendations on how to address this issue.

I look forward to discussing these issues with you on February 2. Thank you.

**Resolution 95-2088**

**EXHIBIT A**

- 1. Bond Measure Resolution 95-2074A**
- 2. Bond Measure Fact Sheets 1,2,3**
- 3. Bond Measure Map**



Metro Regional Parks and Greenspaces

# *Open Spaces Acquisition Bond Measure Resolution*

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BEFORE THE METRO COUNCIL

RESOLUTION No. 95-2074-A



**METRO**

600 NE Grand Ave.  
Portland, OR 97232  
(503) 797-1700

FOR THE PURPOSE OF CHANGING THE ELECTION DATE OF THE  
SUBMISSION TO THE VOTERS OF A GENERAL OBLIGATION BOND  
INDEBTEDNESS TO PROCEED WITH THE AQUISITION OF LAND  
FOR A REGIONAL SYSTEM OF GREENSPACES.

Introduced by Councilor McCaig

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WHEREAS, Metro has taken a leadership role in identifying remaining natural areas  
in the region and planning for their protection or potential acquisition; and

WHEREAS, Such activities have been and will continue to be coordinated with the  
affected federal, state and local governments, and citizens in the region; and

WHEREAS, Numerous planning efforts, studies, and recommendations have been  
proposed over the past 90 years to develop a system of interconnected greenspaces  
for the Portland/Vancouver region; and

WHEREAS, On June 28, 1990, by Resolution No. 90-1261, the Metro Council  
established the Greenspaces Policy Advisory Committee to assist the Council in  
coordinating its Natural Areas Planning Program and to develop a regional  
consensus in the development of a Metropolitan Greenspaces Master Plan; and

WHEREAS, On September 26, 1991, the Metro Council adopted Regional Urban  
Growth Goals and Objectives by Ordinance No. 91-418B, including Objective 9:  
Natural Areas, Parks, and Wildlife Habitat which calls for a regional open space  
system linking public and private open spaces, trails, recreational, and wildlife  
corridors; and

WHEREAS, In July 1992 the Metro Council adopted the Metropolitan Greenspaces Master Plan by Resolution No. 92-1637; and

WHEREAS, The Metropolitan Greenspaces Master Plan recommends that Metro seek a regional funding mechanism to assemble, through acquisition and other strategies, and develop a regional greenspaces system, and also assume operations and management responsibility for components of the system in cooperation with local governments; and

WHEREAS, On July 23, 1992, the Metro Council submitted a \$200 million General Obligation bond measure in Resolution No. 92-1939A for the acquisition of greenspaces that did not pass; and

WHEREAS, The voters approved the 1992 Metro Charter which specifically authorizes Metro to acquire, develop, maintain, and operate a regional system of parks, open spaces, and recreational facilities; and

WHEREAS, The Metro Council approved an Intergovernmental Agreement with Multnomah County which transferred the Parks Services Division to Metro; and

WHEREAS, The Metro Council formed the Metropolitan Greenspaces Blue Ribbon Committee by Resolution No. 94-1942 to seek advice and evaluation of proposals for a new bond measure for acquisition of greenspaces; and

WHEREAS, Both the Greenspaces Policy Advisory Committee and the Metropolitan Greenspaces Blue Ribbon Committee recommended a General Obligation bond measure for acquisition of greenspaces in the range of \$136-\$139 million, including up to \$25 million for local government greenspaces projects; and

WHEREAS, The Council on July 28, 1994, adopted Resolution No. 94-2011A submitting to the voters a general bond indebtedness in the amount of \$138.8 million to proceed with the acquisition of land for a regional system of greenspaces; and

Whereas, The Council on November 10, 1994, adopted Resolution No. 94-2049A which modified the General Obligation bond measure referred to the voters by Resolution No. 94-2011A by including the specific projects submitted by local governments, decreasing the amount of the measure to \$135.6 million, and reflecting other changes to the measure made by the Council; and

WHEREAS, The Council finds it is in the public interest that this measure be submitted to the voters at a Special election to be held on May 16, 1995, instead of March 28, 1995; and

WHEREAS, The Council finds it desirable to submit a modified Ballot Title for the Measure as set forth in attached Exhibit "A"; now, therefore,

BE IT RESOLVED,

1. That the Metro Council hereby withdraws the submission to the qualified voters of the District of the bond measure submitted to the voters by adoption of Resolution No. 94-2049A on the 28th day of March 1995 and directs that the bond measure shall be submitted to the qualified voters of the District on the ballot for a Special election to be held on the 16th day of May 1995. The Special election called for the 28th day of March 1995 is cancelled.
2. The Ballot Title for the Measure and the Measure are attached as Exhibit "A" and Exhibit "B" hereto.
3. That this Resolution and the revised Ballot Title shall be submitted to the Elections Officer in a timely manner as required by law in order to cancel the Special election called for on March 28, 1995, by adoption of Resolution No. 94-2049A and instead call for a Special election to be held on May 16, 1995.
4. That the Executive Officer shall submit all necessary information to the Elections Officer so that the Ballot Measure, Ballot Title, and Explanatory Statement shall appear in all county voters' pamphlets published for the election.

ADOPTED by the Metro Council this 19 day of January, 1995.

J. Ruth McFarland, Presiding Officer

## **Exhibit "A"**

### **BOND MEASURE FOR RESOLUTION NO. 95-2074-A**

**"Caption:** Bonds to preserve open space, parks; protect streams, fish, wildlife."

**"Question:** Shall Metro preserve open space for parks, trails, wildlife; protect streams for fish; issue \$135.6 million in general obligation bonds? If bonds are approved, they will be payable from taxes on property ownership that are not subject to the limits of section 11b, Article XI of the Oregon Constitution."

**"Summary:** Buys specified open space in the region. Approved bonds will:

- Preserve local lands for parks and trails.
- Maintain water quality in rivers and streams.
- Protect salmon, trout, steelhead.
- Provide areas for walking, picnicking and other outdoor recreation.

Buying open spaces for public use will balance private development in the region. Bonds mature in not more than 30 years. Bond cost estimate is about 22 cents per \$1,000 of assessed value per year. Typical home pays \$1.91 per month."

## Exhibit "B"

### OPENSOURCE ACQUISITION BOND MEASURE

Metro estimates that the Portland-Vancouver metropolitan area will grow by more than 1.1 million people by the year 2040. More homes and businesses will be built to serve this anticipated growth. As communities continue to develop, the protection, acquisition and active stewardship of open spaces, parks, trails and streams must become just as important as planning transportation, water, sewer and other basic infrastructure.

The basis for this land acquisition program is the Metropolitan Greenspaces Master Plan. The Master Plan is the growth management strategy which details the vision, goals and organizational framework of a regional system of natural areas, open space, trails and streams. The primary objective of the Master Plan is protection of natural resource areas in the public interest. The analysis is based on watersheds or stream basins to encourage review of the ecosystem in each part of the region. The Master Plan includes 1989 inventories and maps of 109,000 acres of then existing natural areas in and near the Metro boundaries. In 1989, approximately 9,200 acres were in public ownership. Nearly half of the publicly-owned acreage is located in Forest Park.

One goal of the Master Plan is to improve water quality in the region which is degraded as natural areas are lost. Retaining forested areas on slopes minimizes erosion that pollutes streams. Wetlands and floodplains hold runoff allowing plants and micro-organisms to biologically filter pollutants. Natural areas with riparian corridors will be purchased and preserved. Restoring native vegetation along these waterways will improve water quality.

The Master Plan identifies regional trails, streams and wildlife corridors. The trails provide means of human-powered access to commerce, recreation and natural areas. This includes links between parks, local trails and local communities and access to regionally significant parklands and natural areas. Streams and wildlife corridors protect habitat for maintaining biological diversity. Linked habitat is important for fish and wildlife species that reside in and pass through the region along regular migratory routes.

From the Master Plan inventory a number of existing large acre sites throughout the region were designated as regionally significant open space protection areas. These areas would be used to provide and protect open space and for passive recreational activities, including but not limited to, picnicking, hiking, bicycling, camping, bird watching, and boating.

This referral to the voters of \$135.6 million in general obligation bonds is based on advisory groups recommendations. This proposal has three components. It proposes acquisitions from 14 of the regionally significant areas (approximately 5,982 acres) and regional trail segments from the Master Plan plus local open space and trail projects. The inventory in these target areas has been reviewed in 1994.

The following are the 14 regionally significant natural areas and estimated acreages:

Willamette River Greenway	1,103
<i>Willamette Narrows</i>	
<i>Canemab Bluffs</i>	
<i>Cathedral Park to railroad bridge</i>	
<i>Oaks Bottom to OMSI</i>	
<i>West side of Multnomah Channel</i>	
East Buttes/Boring Lava Domes	545
Newell Creek Canyon	370
Sandy River Gorge	808
Cooper Mountain	428
Buffer and expansion of Forest Park	320
Jackson Bottom and McKay Creek/Dairy Creek Addition	333
Tonquin Geological area	277
Tualatin River Greenway, access points	266
Clear Creek Canyon	343
Gales Creek	775
Columbia Shoreline	95
Rock Creek	300
Tryon Creek linkages	20

The following are the five regionally significant trail segments targeted for acquisition:

Peninsula Crossing Trail (Improvements only)  
 Fanno Creek Greenway  
 Sauvie Island to Beaverton/Hillsboro Trail  
 Clackamas River Greenway (north bank)  
 Beaver Creek Canyon Greenway (Troutdale)

They will be the first priority for acquisitions from the bond proceeds. Other regionally significant open spaces and regional trails identified in the Master Plan may be acquired if target areas become degraded, cost prohibitive or otherwise infeasible as determined by the Metro Council after a public hearing. New target areas shall be selected to retain a regional balance of sites acquired. In addition, some new opportunities may arise to acquire natural resource areas not in the Master Plan if funding permits. These will not be approved unless the Master Plan is first amended by the Metro Council after a public hearing on the amendment.

There are various means intended to be used to secure rights to natural resource land. This will include outright purchase of title to the land with the assistance of outside professional realtors. However, other methods insure preservation of the character of the land as open space and may allow its use by the public. Purchase through a nonprofit land preservation organization may enable the program to secure land at below market rates due to the favorable tax benefits that accrue to sellers. Easements, rather than full title to the land, can be donated or sold by a

landowner. Donations, bequests and grants will be sought to enable the program to protect and acquire more natural resource land. Donations will be encouraged by allowing some naming of parks, trails and open spaces. Agreements for Metro to acquire any interest in land shall be negotiated with willing sellers. Metro will exercise its powers of eminent domain only when the Metro Council has determined that extraordinary circumstances exist.

In addition to the regional areas and trails, \$25 million of bond proceeds will be used to buy and make capital improvements on lands for local open spaces and trails. These purchases and improvements will be made by cities, counties and park districts which provide parks services. The local governments shall be permitted to pay administrative costs associated with land acquisition and capital improvements from this local share of bond proceeds or from their own resources. Intergovernmental agreements between Metro and the park providers will be used to assure that the funds are expended for activities related to natural areas. Interests in land acquired from this local share would be for regionally or locally significant natural areas, open space, trails, streams and wildlife corridors, including accessible waterways, that function for fish, wildlife, and people. Capital improvements would be for restoration or enhancement of natural areas, trail construction, access facilities, public use facilities and environmental education facilities. Ownership of lands will be consistent with the Master Plan. Provision must be made for lands acquired with the local share to be maintained for its intended recreational, natural area or trail activities. Agreements for park providers to acquire any interest in land shall be negotiated with willing sellers. Local governments will exercise their powers of eminent domain only where the local governing body has determined that extraordinary circumstances exist.

It is important to identify local projects to be funded and their estimated costs in time to inform the voters prior to the vote on this ballot measure. Therefore, a list of local projects with estimated costs matching nearly all providers' pro rata share has been delivered to Metro. The list of local projects, the sponsoring local government and the estimated acreage are:

#### **Clackamas County**

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Springwater Corridor Trail

Land acquisition to complete trail near Boring

Barton Park Quarry Reclamation

Capital improvements of Barton Park; restoration and campground

Damascus Greenspace

Acquire 25-30 acres in the Damascus area for a park

Clackamas River North  
Bank Park trail

Acquisition of park land along the proposed greenway

Kellogg Creek Natural Area

Natural area acquisition near Jennings Avenue

Boardman Slough Wetland Park

Land acquisition for a wetland park near Gladstone

**Clackamas County** *continued*

Mt. Talbert	Acquire 15 acres on top and east slope; south of Sunnyside Rd.
Portland Traction Company Right-of-Way	Acquire about 7 miles of rail line between Milwaukie and Gladstone
Meldrum Bar Park, Gladstone	Riparian restoration and picnic shelters of this Willamette River park
Cross Memorial Park, Gladstone	Trail improvements
Glen Echo Wetlands, Gladstone	Land addition to wetland park; trails
Mt. Scott Creek Trail, Happy Valley	Trail construction to provide park access from Sunnyside Road
Scott View Nature Park, Happy Valley	Trail construction
West Waluga Park Trail, Lake Oswego	Perimeter trail and access points around natural area park
Roehr Park Willamette Greenway, L. Oswego	Acquire land and construct trail along park and greenway
Lusher Farm / Cook's Butte Trail, L. Oswego	Acquire land and construct trail between parks
Canal Acres Natural Area, Lake Oswego	Trail construction connecting to Bryant Woods Park
Milwaukie Waterfront	Acquire about 2.5 acres at the confluence of Johnson Creek
Kellogg Lake, Milwaukie	Acquire land west of Kellogg lake and east of McLoughlin Blvd.
Springwater Corridor, Milwaukie	Acquire land between Johnson Creek and the Springwater Trail
Rosewell Wetland, Milwaukie	Natural habitat enhancements to a stormwater detention pond
Willow Place Wetland, Milwaukie	Natural habitat enhancements to a stormwater detention pond
Ardenwald to Springwater Corridor, Milwaukie	Trail construction to connect Ardenwald neighborhood to Springwater
High Rocks River Bank, Oregon City	Acquire park land on south bank of the Clackamas River
Barclay Hills Park, Oregon City	Nature trail construction in the upper reaches of Newell Creek Canyon
Clackamette Park, Oregon City	Picnic shelters, restrooms, fishing dock
Tualatin River Access, Rivergrove	Boat ramp improvement at city park near SW Dogwood Road

Burnside Park, West Linn

Acquire 8 acres of natural area adjacent to city park on Willamette River

Memorial Park, Wilsonville

Trail construction in park and to the Willamette River Greenway

Boeckman and Mill Creek, Wilsonville

Habitat restoration along creeks at four public schools in area

Wilsonville City Trail System

Capital improvements to complete city trail system to natural areas

Gordon's Run Open Space, Wilsonville

Trail construction along Willamette Greenway near Charbonneau

### **Washington County**

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Henry Hagg Lake / Scoggins Valley Park

Six individual picnic sites, one group picnic shelter, restrooms

City of Cornelius

Natural area project to be determined

Bethany, Reedville, Cedar Mill, Bull Mt. Parks

Acquire land to establish small natural area parks

Tualatin Hills Nature Park

Acquire 22 acres to add to existing park

Koll Center Wetland

Acquire right-of-way access, trail construction, viewing platform

Cedar Mill Creek Corridor

Acquire about 22 acres near Sunset Highway and Cornell Road

Golf Creek Corridor

Acquire about 10 acres west of Sylvan and north of Sunset Highway

Fanno Creek Greenway

Trail construction to connect Fanno Creek Park to neighborhoods

Stonegate Woods, Beaverton

Acquire about 7 acres of wetland forest along Willow Creek

Hart Road Natural Area, Beaverton

Acquire 18 acres to establish greenspace park near SW Hart Road

Johnson Creek Corridor, Beaverton

Acquire about 45 acres along greenway

Forest Glen Park / Hiteon Creek, Beaverton

Habitat restoration including native tree and vegetation plantings

Durham City Park

Trail and bridge construction

David Hill Forest Park, Forest Grove

Acquire up to 10 acres to establish greenspace park in NW area of city

Gales Creek Linear Park, Forest Grove

Acquire land along greenway in SW area of city

Fernhill Wetlands, Forest Grove

Trail access, trail construction, interpretive center near Tualatin River

Noble Woods Park, Hillsboro	Trails, picnic shelters, viewing areas for park on Rock Creek
Rood Bridge Road Park, Hillsboro	Restoration, canoe launch, trails, at confluence of Rock Creek & Tualatin River
Rock Creek Corridor, Hillsboro	Acquisition along the greenway
Cedar Creek Greenway, Sherwood	Acquisition and trail construction in the riparian zone
Fanno Creek /Summer Creek Greenway, Tigard	Trail construction
Natural Area Park, Tigard	Acquire about 7.5 acres of forest land for a city nature park
Tualatin River Corridor, Tualatin	Acquisition along the south bank of the greenway

### **Multnomah County**

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Burlington Bottom Wetlands, Mult. Channel	Road access, trails, wildlife blind
Howell Territorial Park, Sauvie Island	Picnic shelters, trails, and wildlife viewing blind for 73-acre site
Sauvie Island Boat Ramp	Improvements to launch ramp, boarding docks
Ancient Forest Grove	Trail construction and signage for 38 acre site north of Forest Park
Hogan Cedars	Acquisition along Johnson Creek near Telford Road / Springwater
Oxbow Regional Park, Sandy River	Water system upgrade, picnic shelters, group camp shelters
Blue Lake Regional Park, Fairview	Restore and enhance 10 acre wetland , boardwalks
Fairview Creek Riparian Area, Fairview	Enhancement of 50- acre wetland west of NE 207th connector
Springwater Corridor Trail, Gresham	Trail heads, trail construction, info center, native vegetation plantings
Fairview Creek Headwaters, Gresham	Enhancement of 18 acres, habitat plantings, picnic shelters, trails
Butler Creek Greenway Trail, Gresham	Soft surface trails, bridge over Johnson Creek
Kelly Creek Greenway, Gresham	Acquisition of 4.5 acres, soft surface trails
Beaver Creek Greenway, Troutdale	Acquisition, trails, pedestrian bridge, habitat restoration, erosion control
Wood Village City Park	Habitat improvements, trails, erosion control for 12 acre addition

**Multnomah County *continued***

Springwater Corridor, Portland

OMSI to Springwater Corridor, Portland

Whitaker Ponds, Portland

Tryon Creek Linkages, Portland

M. James Glisan Boat Ramp, Portland

Terwilliger-Marquam Natural Area, Portland

Columbia Slough, Portland

Johnson Creek Corridor, Portland

Mocks Crest, Portland

Kelly Point Park, Portland

Oaks Bottom, Portland

Powell Butte, Portland

Community Natural Areas, Portland

Hoyt Arboretum, Portland

Leach Botanical Garden, Portland

Crystal Springs Rhododendron Garden,  
Portland

40-Mile Loop Trail, Portland

River Place to Willamette Park, Portland

Fanno Creek, Portland

Forest Park Wildwood Trail, Portland

Trail heads and trail improvements in SE Portland

Trail heads and trail improvements on east  
bank of Willamette River

Acquisition for greenspace park along  
Columbia Slough in NE Portland

Acquisition in Tryon Creek watershed in  
SW Portland

Improvements to launch facility on Columbia  
River in NE Portland

Acquisition of upland forest in SW Portland

Acquisition of greenspace along or near slough  
in N and NE Portland

Acquisition of greenspace along creek in SE Portland

Acquisition of greenspace in N Portland

Acquisition of adjacent land in N Portland

Habitat restoration, improvements in SE Portland

Habitat restoration, improvements SE Portland

Acquisition of small greenspaces in NE King  
or Elliot neighborhoods

Acquisition of adjacent land in NW Portland

Acquisition of adjacent land in SE Portland

Acquisition of adjacent land in SE Portland

Trail right-of-way acquisition along the 40-Mile Loop

Acquisition and trail construction on the west  
bank of Willamette River

Acquisition along the greenway in SW Portland

Access and habitat improvements in NW Portland

Other local projects may be substituted if the target areas become degraded, cost prohibitive or otherwise infeasible. Capital improvements of lands acquired with bond proceeds are intended to be a secondary purpose of this entire program. However, for individual purchases or some local projects, greenspaces related capital improvements, may be a primary element. Allowable improvements include, but are not limited to, restoration or enhancement of natural areas, trail construction, nature centers, interpretative displays, facilities for disabled people, access roads and facilities, parking, boat ramps, trail heads, rest rooms, picnic tables, shelters, viewing facilities, water systems, camp sites, fishing piers, signs, fences, and security lighting.

Regionally significant lands acquired by Metro would be "land banked" with the property interest owned by Metro. The Metro Regional Parks and Greenspaces Department may operate and maintain these lands or other cooperative arrangements may be made consistent with the Greenspaces Master Plan. Initially, most of these lands will be held with limited maintenance and development. If the acquisition bond measure is approved by the voters, Metro excise taxes have been committed for this low level of maintenance. No bond funds can be legally used for any operating expenses. Some improvements could be done with bond funds and new grants to start public use. At the same time, user fees and other revenue must be developed to offset increased costs from increased public use. The July 1992 Financial Study identified the following alternatives for such revenue: Parking permits, day use or camping fees, concessions, volunteer services. Other revenue sources may be investigated depending on the type of improvement.

Other allowable expenditures for this program include acquisition administrative expenses, bond issuance costs and reimbursable bond preparation expenses relating to the design planning and feasibility of the acquisition program. Administrative expenses include, but are not limited to, assistance from professional realtors, real estate appraisals, title companies and environmental evaluation firms.

The preference is to issue bonds which mature in 20 years. However, to maintain the flexibility to respond to the market existing at time bonds are issued, the maturity period may be up to 30 years.



METRO

# 1995 Ballot Measure 26-26

## Open Space, Parks and Streams

### Fact Sheet 1: Overview and Background

DRAFT

#### What is Ballot Measure 26-26?

Ballot Measure 26-26 is a general obligation bond measure for \$135.6 million to buy lands for regional parks, open spaces and trails. It also provides money for local open space purchases and public access improvements.

The bond measure will appear on a special election mail-in ballot May 16, 1995.

The measure's primary goal is to purchase natural areas, trails and greenways to be held in public trust for future use as parks, trails, fish and wildlife habitat.

#### What types of areas would be purchased?

The bond measure consists of three major elements: (1) regional park target areas, (2) regional trails and greenways and (3) local government open space and parks projects.

Regional park target areas in the bond measure consist of 6,000 acres located in 14 specific areas throughout the tri-county region. About \$76 million, or 56 percent, of the bond measure would be spent on this component. (See page 2 for a complete list of regional target areas.)

Regional trails and greenways consist of five specific projects throughout the region that will link new or existing publicly owned parks and natural areas. About \$16 million, or 12 percent, of the bond measure would be spent on this component. (See page 3 for a complete list of regional trails and greenway areas.)

The local government open space and parks projects consist of 90 specific projects that have been identified by local governments. About \$25 million, or 18 percent, of the bond measure would be used to purchase and make capital improvements on lands for local parks, open spaces and trails within Clackamas, Multnomah and Washington counties. The purchases and improvements would be made by cities, counties and special district park providers. See pages 3, 6 and 7 for a complete list of specific greenspace projects selected by local governments.

The remaining \$18.1 million, or 14 percent, is allocated for land purchase expenses, bond issuance costs, administrative expenses and contingency.



*Metro Regional Parks and Greenspaces*  
Metro Regional Center  
600 NE Grand Ave.  
Portland, OR 97232-2736  
(503) 797-1850

The local government component allocation is based on the allocation formula in the *Metropolitan Greenspaces Master Plan* adopted in July 1992 and amended in November 1994. Ownership and management of the land to receive bond proceeds must be consistent with the master plan.

Metro and the cities, counties and park providers will draw up intergovernmental agreements to make sure the funds are being used for approved lawful and appropriate activities.

### How much will the bond measure cost?

In the first year, it will cost approximately 22.5 cents per \$1,000 of assessed value, or about \$22 per year for a \$100,000 home. Over the life of the 20-year bond, the average cost per household is estimated to decrease to an average of 15 cents per \$1,000 of assessed value. The reason is that growth will occur in the region and property values will generally increase, thus bringing down the cost per household over time.

The intention is to issue bonds that mature in 20 years, although the maturity period may be changed to 30 years to allow flexibility in responding to the financial market. If the term is changed to 30 years, the rate associated with bonds is estimated to decrease to 20 cents per thousand the first year and approximately 11 cents per thousand over the life of the bond.

<i>Bond debt year*</i>	<i>Annual cost per \$1,000 assessed value</i>	<i>Annual cost for \$100,000 home</i>
1 .....	22.5¢ .....	\$22.50
5 .....	19.0 .....	19.00
10 .....	15.6 .....	15.60
15 .....	12.8 .....	12.80
20 .....	5.3 .....	5.30
<i>average cost of 20 year bond .....</i>	<i>15.0¢ .....</i>	<i>\$15.00</i>

\*chart assumes 6.5 percent interest rate on bonds.

### How many acres are proposed for purchase in the regional acquisition target areas?

<i>Regional Parks target areas</i>	<i>Proposed acres to purchase</i>
1. Willamette River Greenway .....	1,103
2. East Buttes and Boring Lava Domes .....	545
3. Newell Creek Canyon .....	370
4. Sandy River Gorge .....	808
5. Cooper Mountain .....	428
6. Forest Park Expansion .....	320
7. Jackson Bottom (Dairy/McKay creeks) .....	333
8. Tonquin Geologic Area .....	277
9. Tualatin River Greenway Access .....	266
10. Clear Creek Canyon .....	346
11. Gales Creek .....	775
12. Columbia Shoreline .....	95
13. Rock Creek .....	300
14. Tryon Creek Linkages .....	20
<i>Total Greenspaces acreage .....</i>	<i>5,982</i>

**What are the regional trail and greenway corridor areas?**

**Regional trail and greenway projects ..... County location**

1. Peninsula Crossing ..... Multnomah
2. Fanno Creek Greenway ..... Washington and Multnomah
3. Sauvie Island to Beaverton/Hillsboro ..... Multnomah and Washington
4. Clackamas River Greenway ..... Clackamas
5. Beaver Creek Canyon ..... Multnomah

**What are the specific local open space, parks and trails projects?**

The projects and descriptions listed here include the total bond measure package by county and city. Each project area has a number that corresponds to its location on the map on pages 4 and 5.

**Washington County**

1. Beaverton, Forest Glen Park/Hiteon Creek. *Habitat restoration including native vegetation plantings*
2. Beaverton, Hart Road Natural Area. *Acquire 18 acres to establish greenspace park near Southwest Hart Road*
3. Beaverton, Johnson Creek Corridor. *Acquire about 45 acres along greenway*
4. Beaverton, Koll Center Wetland. *Acquire right-of-way access, trail construction, viewing platform*
5. Beaverton, Stonegate Woods. *Acquire about 7 acres of wetland forest along Willow Creek*
6. Beaverton vicinity, Cedar Mill Creek Corridor. *Acquire about 22 acres near the Sunset Highway and Cornell Road*
7. Beaverton vicinity, Cooper Mountain. *Acquire 428 acres of forested natural area*
8. Beaverton vicinity, Fanno Creek Greenway. *Acquire about 12 miles of trail corridor along the greenway*
9. Beaverton vicinity, Fanno Creek Greenway. *Trail construction to connect Fanno Creek Park to neighborhoods*
10. Bethany. *Acquire land to establish small natural area park*
11. Cedar Mill. *Acquire land to establish small natural area park*
12. Cornelius Greenspace Project. *Local park improvements*
13. Durham City Park. *Trail and bridge construction*
14. Forest Grove, David Hill Forest Park. *Acquire up to 10 acres to establish greenspace park in Northwest area of city*
15. Forest Grove, Fernhill Wetlands. *Trail access, trail construction, interpretive center near the Tualatin River*
16. Forest Grove, Gales Creek Linear Park. *Acquire land along greenway in Southwest area of city*
17. Forest Grove vicinity, Henry Hagg Lake/Scoggins Valley Park. *Six individual picnic sites, one group picnic shelter, restrooms*
18. Forest Grove vicinity, Gales Creek Regional Greenspace. *Acquire 775 acres of wetland, upland, and riparian natural area*
19. Hillsboro, Noble Woods Park. *Trails, picnic shelters, viewing areas for park on Rock Creek*
20. Hillsboro, Rock Creek Corridor. *Acquire 300 acres along the greenway*
21. Hillsboro, Rood Bridge Park. *Habitat restoration, canoe launch, trails at confluence of Rock Creek and Tualatin River*
22. Hillsboro vicinity, Jackson Bottom Dairy/McKay Creeks Addition. *Acquire 333 acres in area of creeks confluence*
23. Portland vicinity, Golf Creek Corridor. *Acquire about 10 acres west of Sylvan and north of Sunset Highway*
24. Reedville. *Acquire land to establish small natural area park*
25. Sherwood, Cedar Creek Greenway. *Acquisition and trail construction in the riparian zone*
26. Tigard, Fanno Creek/Summer Creek Greenway. *Trail construction*
27. Tigard, Natural Area Park. *Acquire about 7.5 acres of forest land for a city nature park*
28. Tigard vicinity, Bull Mt. Park. *Acquire land to establish small natural area park*
29. Tualatin, Tualatin River Corridor. *Acquisition along the south bank of the greenway*
30. Tualatin vicinity, Tonquin Geologic Area. *Acquire 277 acres of unique geological features, wetland and upland habitats*
31. Tualatin River Greenway. *Acquire 266 acres to establish 4 regional access points along river*

# BOND MEASURE MAP

**What are the regional trail and greenway corridor areas?**

**Regional trail and greenway projects ..... County location**

1. Peninsula Crossing ..... Multnomah
2. Fanno Creek Greenway..... Washington and Multnomah
3. Sauvie Island to Beaverton/Hillsboro ..... Multnomah and Washington
4. Clackamas River Greenway..... Clackamas
5. Beaver Creek Canyon ..... Multnomah

**What are the specific local open space, parks and trails projects?**

The projects and descriptions listed here include the total bond measure package by county and city. Each project area has a number that corresponds to its location on the map on pages 4 and 5.

**Washington County**

1. Beaverton, Forest Glen Park/Hiteon Creek. *Habitat restoration including native vegetation plantings*
2. Beaverton, Hart Road Natural Area. *Acquire 18 acres to establish greenspace park near Southwest Hart Road*
3. Beaverton, Johnson Creek Corridor. *Acquire about 45 acres along greenway*
4. Beaverton, Koll Center Wetland. *Acquire right-of-way access, trail construction, viewing platform*
5. Beaverton, Stonegate Woods. *Acquire about 7 acres of wetland forest along Willow Creek*
6. Beaverton vicinity, Cedar Mill Creek Corridor. *Acquire about 22 acres near the Sunset Highway and Cornell Road*
7. Beaverton vicinity, Cooper Mountain. *Acquire 428 acres of forested natural area*
8. Beaverton vicinity, Fanno Creek Greenway. *Acquire about 12 miles of trail corridor along the greenway*
9. Beaverton vicinity, Fanno Creek Greenway. *Trail construction to connect Fanno Creek Park to neighborhoods*

10. Bethany. *Acquire land to establish small natural area park*
11. Cedar Mill. *Acquire land to establish small natural area park*
12. Cornelius Greenspace Project. *Local park improvements*
13. Durham City Park. *Trail and bridge construction*
14. Forest Grove, David Hill Forest Park. *Acquire up to 10 acres to establish greenspace park in Northwest area of city*
15. Forest Grove, Fernhill Wetlands. *Trail access, trail construction, interpretive center near the Tualatin River*
16. Forest Grove, Gales Creek Linear Park. *Acquire land along greenway in Southwest area of city*
17. Forest Grove vicinity, Henry Hagg Lake/Scoggins Valley Park. *Six individual picnic sites, one group picnic shelter, restrooms*
18. Forest Grove vicinity, Gales Creek Regional Greenspace. *Acquire 775 acres of wetland, upland, and riparian natural area*
19. Hillsboro, Noble Woods Park. *Trails, picnic shelters, viewing areas for park on Rock Creek*
20. Hillsboro, Rock Creek Corridor. *Acquire 300 acres along the greenway*

21. Hillsboro, Rood Bridge Park. *Habitat restoration, canoe launch, trails at confluence of Rock Creek and Tualatin River*
22. Hillsboro vicinity, Jackson Bottom Dairy/McKay Creeks Addition. *Acquire 333 acres in area of creeks confluence*
23. Portland vicinity, Golf Creek Corridor. *Acquire about 10 acres west of Sylvan and north of Sunset Highway*
24. Reedville. *Acquire land to establish small natural area park*
25. Sherwood, Cedar Creek Greenway. *Acquisition and trail construction in the riparian zone*
26. Tigard, Fanno Creek/Summer Creek Greenway. *Trail construction*
27. Tigard, Natural Area Park. *Acquire about 7.5 acres of forest land for a city nature park*
28. Tigard vicinity, Bull Mt. Park. *Acquire land to establish small natural area park*
29. Tualatin, Tualatin River Corridor. *Acquisition along the south bank of the greenway*
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## Multnomah County

32. Fairview, Blue Lake Regional Park. Restore and enhance 10-acre wetland, boardwalks
33. Fairview, Fairview Creek Riparian Area. Enhancement of 50-acre wetland west of Northeast 207th connector
34. Gresham, Butler Creek Greenway Trail. Soft surface trails, bridge over Johnson creek
35. Gresham, Fairview Creek Headwaters. Enhancement of 18 acres, habitat plantings, picnic shelters, trails
36. Gresham, Kelly Creek Greenway. Acquisition of 4.5 acres, soft surface trails
37. Gresham, Springwater Corridor. Trail heads, trail construction, info center, native vegetation plantings
38. Gresham vicinity, East Buttes/Boring Lava Domes. Acquire 545 acres among buttes and lava domes of east Multnomah and north Clackamas counties
39. Gresham vicinity, Hogan Cedars. Acquisition along Johnson Creek near Telford Road/Springwater Corridor
40. Portland, 40-Mile Loop Trail. Trail right-of-way acquisition along the 40-Mile Loop
41. Portland, Columbia Slough. Acquisition of greenspace along or near slough in North and Northeast Portland
42. Portland, Community Natural Areas. Acquisition of small greenspaces in Northeast King or Eliot neighborhoods
43. Portland, Crystal Springs Rhododendron Garden. Acquisition of adjacent land in Southeast Portland
44. Portland, Fanno Creek. Acquisition along the greenway in Southwest Portland
45. Portland, Forest Park Expansion. Acquire 320 acres adjacent and within park to maintain habitat
46. Portland, Forest Park Wildwood Trail. Access and habitat improvements in Northwest Portland
47. Portland, Hoyt Arboretum. Acquisition of adjacent land in Northwest Portland
48. Portland, Johnson Creek Corridor. Acquisition of greenspace along creek in Southeast Portland
49. Portland, Kelley Point Park. Acquisition of trail link to 40-Mile Loop in north Portland
50. Portland, Leach Botanical Garden. Acquisition of adjacent land in Southeast Portland
51. Portland, M. James Gleason Boat Ramp. Improvements to launch facility on Columbia River in Northeast Portland
52. Portland, Mocks Crest. Acquisition of greenspace in North Portland
53. Portland, Oaks Bottom. Habitat restoration, improvements in Southeast Portland
54. Portland, OMSI to Springwater Corridor. Acquire 7-mile trail corridor, trail heads and trail improvements on east bank of Willamette River
55. Portland, Peninsula Crossing Trail. Develop 3-mile trail/bikeway connecting the Columbia River to the Willamette River
56. Portland, Powell Butte. Habitat restoration, improvements in Southeast Portland
57. Portland, River Place to Willamette Park. Acquisition and trail construction on west bank of Willamette River
58. Portland, Springwater Corridor. Trail heads and trail improvements in Southeast Portland
59. Portland, Terwilliger-Marquam Natural Area. Acquisition of upland forest in Southwest Portland
60. Portland, Tryon Creek Linkages. Acquisition of 20 acres in Tryon Creek watershed in Southwest Portland
61. Portland, Whitaker Ponds. Acquire park land along Columbia Slough in Northeast Portland
62. Portland, Willamette Cove. Acquire 39 acres along east bank of Willamette River between St. Johns Bridge and railroad bridge in North Portland
63. Portland vicinity, Burlington Bottom Wetlands, Multnomah Channel. Road access, trails and wildlife blind
64. Portland vicinity, Burlington Northern Rails-to-Trails. Acquire 7-mile trail corridor connecting Sauvie Island to Beaverton/Hillsboro area
65. Portland vicinity, Grove of Ancient Forest. Trail construction and signage for 38-acre site north of Forest Park
66. Portland vicinity, Howell Territorial Park. Picnic shelters, trails and wildlife viewing blind for 73-acre site on Sauvie Island
67. Portland vicinity, Multnomah Channel. Acquire 494 acres along west bank of channel for wildlife habitat in Willamette Greenway
68. Portland vicinity, Sauvie Island Boat Ramp. Improvements to launch ramp, boarding docks
69. Troutdale, Beaver Creek Canyon Greenway. Acquire 8 miles of trail corridor, habitat restoration and streambank re-vegetation
70. Troutdale vicinity, Columbia River Shoreline. Acquire 95 acres of riparian and island habitat west of Sandy River
71. Troutdale vicinity, Oxbow Regional Park. Water system upgrade, picnic shelters, group camp shelters
72. Troutdale vicinity, Sandy River Gorge. Acquire 808 acres along river for fish, wildlife, and water quality protection
73. Wood Village City Park. Habitat improvements, trails, erosion control for 12-acre addition

## Multnomah County

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59. Portland, Terwilliger-Marquam Natural Area. Acquisition of upland forest in Southwest Portland
60. Portland, Tryon Creek Linkages. Acquisition of 20 acres in Tryon Creek watershed in Southwest Portland
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62. Portland, Willamette Cove. Acquire 39 acres along east bank of Willamette River between St. Johns Bridge and railroad bridge in North Portland
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64. Portland vicinity, Burlington Northern Rails-to-Trails. Acquire 7-mile trail corridor connecting Sauvie Island to Beaverton/Hillsboro area
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66. Portland vicinity, Howell Territorial Park. Picnic shelters, trails and wildlife viewing blind for 73-acre site on Sauvie Island
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71. Troutdale vicinity, Oxbow Regional Park. Water system upgrade, picnic shelters, group camp shelters
72. Troutdale vicinity, Sandy River Gorge. Acquire 808 acres along river for fish, wildlife, and water quality protection
73. Wood Village City Park. Habitat improvements, trails, erosion control for 12-acre addition

# BOND MEASURE MAP

## Clackamas County

74. Barton, Barton Park Quarry Reclamation. Barton Park capital improvements, restoration, campground
75. Boring vicinity, Boring Lava Domes/ East Buttes. See project #38
76. Boring vicinity, Springwater Corridor Trail. Land acquisition to complete trail near Boring
77. Clackamas, Mt. Talbert. Acquire 15 acres south of Sunnyside Road
78. Damascus. Acquire 25 to 50 acres for natural area park
79. Gladstone, Cross Memorial Park. Trail improvements
80. Gladstone, Glen Echo Wetlands. Land addition to wetland park, trails
81. Gladstone, Meldrum Bar Park. Riparian restoration, picnic shelters
82. Gladstone/Milwaukie, Portland Traction Company Right-of-Way. Acquire 7 miles of rail line between Gladstone and Milwaukie
83. Gladstone vicinity, Boardman Slough Wetland Park. Land acquisition for greenspace for natural area park near Gladstone
84. Happy Valley, Mt. Scott Creek Trail. Trail construction for park access from Sunnyside Road
85. Happy Valley, Mt. Scott View Nature Park. Trail construction
86. Lake Oswego, Canal Acres Natural Area. Trail construction connecting to Bryant Woods Park
87. Lake Oswego, Lusher Farm/ Cook's Butte Trail. Acquire land and construct trail connecting parks
88. Lake Oswego, Roeher Park Willamette Greenway. Acquire land and construct trail along park and greenway
89. Lake Oswego, West Waluga Park. Perimeter trail and access points around park
90. Milwaukie, Ardenwald to Springwater Corridor. Construct trail to connect Ardenwald area to Springwater
91. Milwaukie vicinity, Kellogg Creek Natural Area. Natural area acquisition near Jennings Avenue
92. Milwaukie, Kellogg Lake. Acquire land west of lake and east of McLoughlin Boulevard
93. Milwaukie, Rosewell Wetland. Habitat enhancements to a stormwater retention pond
94. Milwaukie, Springwater Corridor. Acquire land between Johnson Creek and Springwater Trail
95. Milwaukie, Waterfront Park. Acquire about 2.5 acres at the confluence of Johnson Creek and Willamette River
96. Milwaukie, Willow Place Wetland. Habitat enhancements to a stormwater retention pond
97. Oregon City, Barclay Hills Park. Nature trail construction in upper Newell Creek Canyon
98. Oregon City, Clackamette Park. Picnic shelters, restrooms, fishing dock
99. Oregon City, High Rocks Riverbank. Acquire park land on south bank of Clackamas River
100. Oregon City, Newell Creek Canyon. Acquire 370 acres for natural area park
101. Oregon City vicinity, Clackamas River Greenway. Acquire 8-mile greenway corridor along north bank of Clackamas River between Carver and Oregon City
102. Oregon City vicinity, Canemah Bluff. Acquire 392 acres along the Willamette Greenway
103. Redland vicinity, Clear Creek Canyon. Acquire 346 acres of riparian corridor and uplands
104. Rivergrove, Tualatin River Access. Public boat ramp improvement at park near Southwest Dogwood Road
105. West Linn, Burnside Park. Acquire eight additional acres of natural area for city park
106. West Linn vicinity, Willamette Narrows. Acquire 128 acres along Willamette Greenway
107. Wilsonville, Boeckman and Mill Creeks. Habitat restoration along creeks at four public schools
108. Wilsonville, City Trail System. Capital improvements to complete city trail system to natural areas
109. Wilsonville, Gordon's Run Open Space. Trail construction along Willamette Greenway near Charbonneau
110. Wilsonville, Memorial Park. Trail construction in park and to Willamette River Greenway
111. Wilsonville vicinity, Peach Cove Bog. Acquire up to 50 acres of bog wetland

*Ballot Measure 26-26 contains the following language:*

- Caption:** Bonds to preserve open space, parks; protect streams, fish, wildlife.
- Question:** Shall Metro preserve open space for parks, trails, wildlife; protect streams for fish; issue \$135.6 million in general obligation bonds? If bonds are approved, they will be payable from taxes on property ownership that are not subject to the limits of section 11b, Article XI of the Oregon Constitution.
- Summary:** Buys specified open space in the region. Approved bonds will:
- Preserve local lands for parks and trails.
  - Maintain water quality in rivers and streams.
  - Protect salmon, trout, steelhead.
  - Provide areas for walking, picnicking and other outdoor recreation.
- Buying open spaces for public use will balance private development in the region. Bonds mature in not more than 30 years. Bond cost estimate is about 22 cents per \$1000 of assessed value per year. Typical home pays \$1.91 per month.
- For more information about Ballot Measure 26-26**
- Call Metro Regional Parks and Greenspaces at 503/797-1850 or write us at 600 NE Grand Avenue, Portland, OR 97232.



METRO

The material produced by Metro related to the Open Space Acquisition bond measure was authorized by the Metro Council under Resolution 95-2088.

These proposed projects will provide habitat for fish and wildlife. They will also provide open spaces, parks, and trails for hiking, biking, picnicking, fishing, boating and wildlife watching.

## Washington County

1. Beaverton, Forest Glen Park/Hiteon Creek. Habitat restoration including native vegetation plantings, bike path adjustment
2. Beaverton, Hart Road Natural Area. Acquire 18 acres to establish greenspace park near Southwest Hart Road
3. Beaverton, Johnson Creek Corridor. Acquire about 45 acres along greenway
4. Beaverton, Koll Center Wetland. Acquire right-of-way access, trail construction, viewing platform
5. Beaverton, Stonegate Woods. Acquire about 9 acres of wetland forest along Willow Creek
6. Beaverton vicinity, Cedar Mill Creek Corridor. Acquire about 22 acres near the Sunset Highway and Cornell Road
7. Beaverton vicinity, Cooper Mountain. Acquire 428 acres of forested natural area
8. Beaverton vicinity, Fanno Creek Greenway. Acquire about 12 miles of trail corridor along the greenway
9. Beaverton vicinity, Fanno Creek Greenway. Trail construction to connect Fanno Creek Park to neighborhoods
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110. Wilsonville, Memorial Park. Trail construction in park and to Willamette River Greenway
111. Wilsonville vicinity, Peach Cove Bog. Acquire up to 50 acres of bog wetland

indicates a regional project

The material produced by Metro related to the Open Space Acquisition bond measure was authorized by the Metro Council under Resolution 94-2050.

Metro is the directly elected regional government that serves more than 1.2 million residents in Clackamas, Multnomah and Washington counties and the 24 cities in the Portland metropolitan area.

Metro is responsible for growth management, transportation and land-use planning; solid waste management; operation of the Metro Washington Park Zoo; regional parks and greenspaces programs; and technical services to local governments. Through the Metropolitan Exposition-Recreation Commission, Metro manages the Oregon Convention Center, Civic Stadium, the Portland Center for the Performing Arts and the Expo Center.

Metro is governed by an executive officer and a seven-member council. The executive officer is elected regionwide; councilors are elected by district.

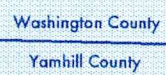


Metro Regional Parks and Greenspaces  
Metro Regional Center  
600 NE Grand Ave.  
Portland, OR 97232-2736  
(503) 797-1850

DRAFT

DRAFT

**DRAFT**

[illegible]

Urban growth boundary



# 1995 Ballot Measure 26-26

## Open Space, Parks and Streams Fact Sheet 2: Reasons for Bond Measure

# DRAFT

### What is the basis for this measure?

The *Metropolitan Greenspaces Master Plan*, adopted by the Metro Council in 1992, provides the foundation for this bond measure. The master plan is a growth management strategy for maintaining the character and livability of this region as our population expands, by assuring provision of lands for parks, trails, and fish and wildlife habitat.

The master plan details the vision, goals and framework for a regional system of natural areas, open space, trails and greenways for wildlife and people. It identifies 57 natural areas and 34 trail corridors of regional significance. The bond measure's 14 target areas and 5 trail projects were selected from the master plan.

### What was the process used for developing the bond measure package?

The bond measure is the result of a several year-long process that involved citizens, businesses, interest groups and local governments throughout the region.

The acquisition target areas and trails/greenways were selected from among the 57 greenspaces sites and 34 trails/greenways identified in the *Metropolitan Greenspaces Master Plan*. Estimated cost per acre, at risk status, public accessibility and land availability were factors that determined the potential size of an acquisition area.

Metro's Regional Parks and Greenspaces Department initially developed a list of 25 potential sites from the master plan. The list was forwarded to an independent advisory group, consisting of natural resource experts, that ranked the 25 potential sites.

The advisory group's prioritized list was forwarded in February 1994 to the Greenspaces Policy Advisory Committee for consideration. The committee, consisting of citizens and elected local officials, examined bond measure issues such as amount and timing, narrowed the list of target areas and trail projects, and set guidelines for the local greenspaces project component. The committee forwarded its recommendations to the Metro Council in June 1994.

An independent Blue Ribbon Committee, composed of business and civic leaders in the region, was appointed to further analyze the issues and advise the Metro Council about the timing, size and components of the measure.



*Metro Regional Parks and Greenspaces*  
Metro Regional Center  
600 NE Grand Ave.  
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Metro also held a series of public forums around the region to gather citizen recommendations regarding the bond measure.

The Metro Council then considered all the recommendations, heard additional testimony and voted to refer the \$135.6 million Greenspaces bond measure to the voters.

**What effect will growth have on open spaces in the region?**

With an increase in population, our natural resources and accessibility to nature will decrease, and water quality will be affected. Land available for parks, trails and open spaces and wildlife habitat will continue to decline unless additions are made to the land base at the same rate that development occurs.

In 1989 an inventory and mapping project was undertaken to determine the amount of open space remaining in Multnomah, Clackamas and Washington counties. Of the 372,682 acres in the region, 108,077 acres, or 29 percent, of the region's lands were considered natural areas. Of the 108,077 acres, 8.5 percent of these natural areas (9,186 acres) were in public ownership. More than half the acres in public ownership existed in just two locations: 5,000-acre Forest Park and 1,000-acre Oxbow Regional Park.

Open spaces not in public ownership are being reduced as a result of a growing population. Between 1979 and 1994, more than 35,400 acres of privately owned open space were converted to accommodate regional growth. At this rate of growth, the region is losing an average of 2,360 acres of open space each year.

**What is the need for recreation lands in our region?**

Our growing population is placing additional demands for quality recreational opportunities on our public parks systems. A five-year study conducted from 1988 to 1993 by Oregon State Parks revealed that many types of recreation activities are experiencing mid to high levels of growth and that the region lacks sufficient supply for many recreation activities.

The study found that people want high quality recreation experiences. Park visitors' most common goal is to recreate in an attractive, natural environment under uncrowded, non-stressful conditions. More than 65 percent of all visitors surveyed use the parks and natural areas for relaxing, viewing scenery, enjoying solitude, wildlife viewing, picnicking, hiking and fishing.

Many of the high growth activities require land space within or near population centers and are largely dependent on the quality and quantity of the land. Moderate and high growth activities include: tent camping, bicycle trips, day hiking on trails, wildlife observation, bank and boat fishing, outdoor photography, nature study, RV camping and jogging.

There will be a continued need in the region for parks, trails and wildlife habitat to meet the ongoing and increasing recreation demands of a growing regional population.

**How much is the region expected to grow in population?**

It is estimated that our population will increase by an additional 500,000 people between 1990 and the year 2010. By 2040 a total of 1.8 million people are expected to be living in the three-county region. In looking at "future growth" and its impact on greenspaces, it's important to keep in perspective that growth happens incrementally, year by year. Between 1990 and 1993, for example, our regional population grew by nearly 94,000 people, or 8 percent. A growing population places additional demands for more parks and natural areas and increases the use of existing publicly owned natural areas for recreation and leisure pursuits and escaping the stress of urban living. Open spaces can reduce the negative impacts of growth, providing a separation between urban areas within and outside the urban growth boundary. Open spaces can help ensure that as development occurs, our communities remain livable.

Historical growth rates are an indication of what to expect for future growth. The following illustrates how much various cities and communities in the region have increased in population between 1960 and 1990.

<i>Area</i>	<i>30-year growth rate</i>	<i>30-year population increase</i>	<i>Annual growth rate</i>	<i>Annual population increase</i>
Tualatin	4,082%	14,654	13.3%	2,000
Gresham	1,630%	64,293	10.0%	6,803
Beaverton	798%	47,373	7.6%	4,050
Hillsboro	356%	29,288	5.2%	1,950
Lake Oswego	243%	21,670	4.2%	1,285
Milwaukie	105%	9,593	2.4%	454
Portland	17%	64,643	0.05%	2,317

**How is the bond measure related to Metro's Region 2040 growth management program?**

Metro's Region 2040 growth concept is the beginning of a 50-year plan for guiding and managing growth in the tri-county region. The Region 2040 concept integrates land use, transportation and open spaces into a regional vision for growth and livability. At its core is a basic philosophy to preserve our access to nature and build better communities.

The overall direction of Region 2040 is to accomodate growth within a compact urban form inside the urban growth boundary. This will require higher density development. Parks and open spaces help separate urban areas from one another and ensure that as development occurs, nature continues to be an integral component of our communities.

Metro's Regional Urban Growth Goals and Objectives (RUGGOs) provide the regulatory foundation for the Region 2040 concept. The RUGGOs specifically list the acquisition, protection and management of natural areas, parks and wildlife habitat as a means of maintaining and enhancing the region's livability.

The *Metropolitan Greenspaces Master Plan* is the implementation strategy for open space elements in both RUGGO and Region 2040. As a growth management strategy, the master plan includes policies and objectives intended to assure that nature, wildlife habitat, and outdoor recreation opportunities are integrated into our increasingly urban landscape.

**How does land availability affect land prices if purchase is delayed?**

Metro conducted a study comparing the ratio of land value pricing to availability of land supply for the period of 1990-1992. The study shows that as vacant lands are purchased and developed, the price of the remaining vacant lands increases in value. This trend was found to be true across all urban zoning types. This measure is intended to allow the purchase of quality land for open space, parks and trails now, rather than waiting until land prices increase or choices are diminished.



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# 1995 Ballot Measure 26-26

## Open Space, Parks and Streams

### Fact Sheet 3: Commonly Asked Questions

# DRAFT

#### Why is Metro managing the bond measure?

Metro is responsible for providing regional services that cannot be addressed adequately at the local level.

The Metro Charter, adopted by the voters in 1992, authorized Metro to establish a regional greenspaces system that provides ecological connections that cross jurisdictional boundaries in the region.

In January 1994, Metro's Greenspaces program and Multnomah County Parks merged to become the Metro Regional Parks and Greenspaces Department. The new department's primary objective is to carry out and implement the policies and goals of the *Metropolitan Greenspaces Master Plan*.

The master plan is the growth management strategy that details the vision for a cooperative regional system of parks, open space, trails and greenways for wildlife and people. The primary objective of the master plan is to protect natural resource areas for wildlife and public use.

The *Metropolitan Greenspaces Master Plan* – adopted by the Metro Council in 1992 after a two-year development process involving local governments, businesses, environmental groups, and thousands of citizens – identifies Metro as the primary coordinator of the program.

The plan assigns Metro the responsibility of working cooperatively with governments, nonprofit organizations, land trusts, businesses and citizens to provide long-term protection and accessibility to natural areas in the metropolitan area.

#### How is this bond measure different from other recent parks bond measures?

The emphasis of this Open Space Acquisition bond measure is to assure land availability on a broad regional scale for outdoor recreation and wildlife habitat as the tri-county population continues to grow. The measure is designed to purchase additional land that will become a foundation for a system of parks, natural areas and trail corridors of regional significance that crosses jurisdictional boundaries.



*Metro Regional Parks and Greenspaces*

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The 1994 Portland Parks Bond Measure was crafted to deal with existing capital maintenance and capital improvement needs within the city of Portland, including neighborhood and community facilities. It did not include purchase of any new land.

The \$25 million 1994 Tualatin Hills Park and Recreation District Bond Measure focused primarily on park and facility improvements and replacements and development of new neighborhood parks and community centers. Neither the Portland nor the Tualatin Hills measures addressed the regional scope and natural area emphasis that is the focus of Metro's bond measure.

**How will the new lands and trails be managed?**

The regionally significant lands purchased by Metro will be managed under a "land-banking" strategy that may provide for limited public use until long-term management plans and appropriate facilities are developed.

Land-banking is a resource management approach that will maintain property in a stable condition for an interim period. These activities may include law enforcement, signage, fencing, gates, hazard mitigation, resource monitoring and nuisance abatement.

Some park improvements, such as trails, ADA access, rest rooms and interpretive signage, are allowed with bond funds. Grant funds may also be used for development of some public use facilities.

Metro may make cooperative agreements with other jurisdictions or agencies for the care of these lands consistent with the *Metropolitan Greenspaces Master Plan*. The lands purchased and capital improvements made under the local government greenspace component will be the responsibility of cities, counties and park districts.

**How will operations and maintenance be funded?**

Bond funds can be used only for costs related to buying and improving land. No portion of the bond funds can be used for operation and maintenance. Metro will use its existing excise tax revenue for land-banking costs. Other funding options may be considered.

The exact costs for land-banking will be determined when several specific factors are finalized. The factors that affect land-banking costs include size of the parcels, condition of the property at time of purchase, geographic distribution, surrounding land uses, traditional or informal uses, type of structures on site and interim public use policy. It currently is estimated that the cost of land-banking 6,000 acres will be about \$500,000 a year.

Land-banking costs can be contained or reduced by several strategies that include utilizing life estates, renting or leasing the property and transferring land to other entities for operations and maintenance.

**How does the removal of property from tax rolls affect property-based revenues?**

The total value of property in the region is currently estimated at about \$50 billion. The bond measure funds used to purchase land at market value would reduce the taxable property base by 2/10 of one percent, or \$105 million. Increases in assessed value in the region are expected to compensate for this reduction in less than one year after the property acquisition.

**Can a target area, trail project or local project be changed after the bond measure is approved?**

The 14 regional acquisition target areas, five trail and greenway corridors and 90 local government open space and parks projects submitted under this measure were selected from region-wide public review processes during 1994. Should any of the acquisition areas or trails projects specified in the bond measure be unavailable for acquisition, become degraded, cost prohibitive, or otherwise unfeasible, the bond measure allows that other properties or sites can be selected by the Metro Council after a public hearing. A similar provision is included for local projects at the local government level. Alternative sites must be consistent with *Metropolitan Greenspaces Master Plan* criteria.

**How would the parks and trail corridors be purchased?**

A number of steps would be taken to acquire greenspace and trail properties. Option agreements to purchase land that were signed prior to the bond measure election would be implemented. Intergovernmental agreements between Metro and local government park providers would be signed to begin local open space and parks projects identified in the bond measure package.

For regional park target areas and regional trail projects, Metro would work with local governments, citizen groups and other interested parties to identify priority acquisition sites. All real estate transactions would be subject to review by the Metro Council, Metro Regional Parks Citizen Advisory Committee and public hearing.

Once a property or trail corridor is acquired, the site would be subject to management planning to identify appropriate improvements, levels of public use and maintenance objectives.



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