

# A G E N D A

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



**METRO**

MEETING: METRO COUNCIL REGULAR MEETING  
DATE: NOVEMBER 2, 1995  
DAY: Thursday  
TIME: 2:00 p.m.  
PLACE: Council Chamber

<u>Approx. Time *</u>		<u>Presenter</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>CONSENT AGENDA</b>	
2:15 PM (5 min.)	4.1 Consideration of Minutes for the October 12, 1995 and October 26, 1995 Metro Council Meeting.	
	5. <b>INFORMATIONAL ITEMS</b>	
2:20 PM (20 min.)	5.1 Report by the Auditor, Alexis Dow: Regional Parks and Greenspaces; Glendoveer Cellular Site Lease.	Dow
2:40 PM (45 min.)	5.2 Regional Urban Growth Goals and Objectives <b>PUBLIC HEARING</b>	McLain
	6. <b>ORDINANCES - SECOND READINGS</b>	
3:25 PM (5 min.)	6.1 <b>Ordinance No. 95-618A</b> , Amending the FY 1995-96 Budget and Appropriations Schedule to Recognize Grant Funds, Transfer \$5,000 From the Regional Parks and Expo Fund Contingency, and Authorize the Expenditure of Said Funds to Pay for Emergency Dredging at the M. James Gleason Boat Ramp; And Declaring An Emergency	Morissette

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

Approx. Time *			Presenter
3:30 PM (5 min.)	6.2	<b>Ordinance No 95-620</b> , Amending the FY 1995-96 Budget and Appropriations Schedule Transferring \$15,000 From Contingency and \$23,500 From Capital Outlay to Materials and Services in the Regional Parks and Greenspaces Department to Provide Funding for a Roof Replacement at Blue Lake Park's Curry Maintenance Building; And Declaring An Emergency	Monroe
3:35 PM (5 min.)	6.3	<b>Ordinance No. 95-619</b> , Amending the FY 1995-96 Budget and Appropriations Schedule to Implement the Open Spaces Work Program, Adding 7.63 FTE in Various Funds, Transferring \$87,180 From the General Fund to The Regional Parks and Expo Fund, and Transferring Appropriations Within the Support Services and Open Spaces Fund; And Declaring an Emergency.	Washington
	<b>7.</b>	<b>RESOLUTIONS</b>	
3:40 PM (5 min.)	7.1	<b>Resolution No. 95-2224</b> , For the Purpose of Amending the FY 95-96 Unified Work Program to Include Development of Regional Framework Plan Elements for Transit Supportive Land Uses in Light Rail Station Areas and Corridors.	Monroe
3:45 PM (5 min.)	7.2	<b>Resolution No. 95-2233</b> , For the Purpose of Providing Comments on the Preliminary Regional Water Supply Plan.	McLain
3:50 PM (5 min.)	7.3	<b>Resolution No. 95-2227</b> , Authorizing the Executive Officer to Execute Contract No. 904542 in the Amount of \$20,000 With the Wetlands Conservancy for Technical Assistant Services to the greenspaces Restoration Grant Program.	Washington
3:55 PM (5 min.)	7.4	<b>Resolution No. 95-2228A</b> , For the Purpose of Authorizing the Executive Officer to Purchase Property Within Accepted Acquisition Guideline as Outlined in the Open space Implementation Work Plan.	McCaig
4:00 PM (5 min.)	7.5	<b>Resolution No. 95-2221</b> , For the Purpose of Authorizing Issuance of a Request for Proposals for Bond Counsel Services For the Period January 1, 1996 to December 31, 1998.	McCaig
4:05 PM (5 min.)	7.6	<b>Resolution No. 95-2229</b> , For the Purpose of Authorizing Issuance of a Request for Proposals for Financial Advisory Services for the Period January 1, 1996, to December 31, 1998	McLain
4:10 PM (5 min.)	7.7	<b>Resolution No. 95-2230</b> , For the Purpose of Authorizing Issuance of a Request for Proposals for Arbitrage/Rebate Management Services for the Period January 1, 1996, to December 31, 1998	McLain
	<b>8.</b>	<b>CONTRACT REVIEW BOARD</b>	
4:15 PM (5 min.)	8.1	<b>Resolution No. 95-2223</b> , Exempting the Procurement of the Chimpanzee Climbing Structures at the Metro Washington Park Zoo From Sealed Bids	McLain
4:20PM (10 Min.)	<b>9.</b>	<b>COUNCILOR COMMUNICATIONS</b>	

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

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Approx.  
Time \*

Presenter

4:30 PM

**ADJOURN**

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

AGENDA ITEM 5.1  
Meeting Date: November 2, 1995

Report by the Auditor, Alexis Dow: Regional Parks and Greenspaces; Glendoveer  
Cellular Site Lease.

**Metro**  
**Regional Parks and  
Greenspaces**  
***Glendoveer Cellular Site Lease***

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October 1995

A Report by the Office of the Auditor



**METRO**

**Alexis Dow, CPA**  
**Metro Auditor**

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METRO

OFFICE OF THE AUDITOR

COPY

October 24, 1995

Mike Burton, Executive Officer  
Councilor Ruth McFarland, Presiding Officer  
Councilor Jon Kvistad  
Councilor Patricia McCaig  
Councilor Susan McLain  
Councilor Rod Monroe  
Councilor Don Morissette  
Councilor Ed Washington

Re: Regional Parks and Greenspaces Department: Observations Relating to the  
Glendoveer Cellular Site Lease

Dear Mr. Burton and Councilors:

The accompanying report covers our limited scope review of the lease agreement which allows GTE Mobilnet to operate a cellular communications transmission facility at Glendoveer Golf Course. We undertook this study in response to an inquiry by a Metro area citizen.

We reviewed a draft of the report with the Executive Officer and the Director of the Regional Parks and Greenspaces Department. The last section of this report presents the written response of Executive Officer Burton.

We would appreciate receiving a written status report from the Executive Officer, or a designee, in six months indicating what further progress has been made to address the report's recommendations.

We appreciate the cooperation and assistance provided by staff from the Regional Parks and Greenspaces Department.

Very truly yours,

Alexis Dow, CPA

Auditor: Doug U'Ren

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Executive Officer Mike Burton	

## Executive Summary

The Metro Office of the Auditor performed a limited scope review of the Glendoveer Cellular Site lease. Under the lease's terms, Metro granted GTE Mobilnet of Oregon Limited Partnership the right to establish a cellular communications transmission facility at Glendoveer Golf Course in exchange for \$345,000 to be received over the duration of this lease. The Metro Council authorized this lease in November 1994 and it remains in effect until January 2015.

Multnomah County owns Glendoveer Golf Course. Metro manages Glendoveer under the terms of an intergovernmental agreement that became effective January 1, 1994. Glisan Street Recreation, a private company, operates Glendoveer pursuant to a management agreement Glisan Street Recreation signed with Multnomah County in 1977.

The Regional Parks and Greenspaces Department complied with Metro approval and legal review procedures for entering into the Glendoveer Cellular Site lease. In addition, GTE Mobilnet and Metro have complied with the terms of this lease.

Metro staff contacted only one cellular site lessor before negotiating the lease terms with GTE. Although Metro receives almost three times the rent originally offered by GTE as a result of contacting this party, Parks and Greenspaces staff could have contacted additional cellular site lessors to help ensure that the rent obtained was competitive. Obtaining additional comparative rents would be consistent with Metro purchasing policies requiring three bids for public contracts over \$2,500.

Under the terms of this lease, GTE Mobilnet had the water tank at Glendoveer painted for \$19,216 and received rent credits to offset the full cost of the painting. Metro staff did not obtain any bids or quotes to ensure that GTE's painting cost was competitive. The staff stated that they relied on their memory of painting quotes solicited by Multnomah County in



1987 or 1988. We believe Metro staff should have obtained current independent bids or quotes. Additionally, we believe Metro staff should have asked Glisan Street Recreation to bear at least part of the painting cost, since Glisan Street Recreation is obligated under the management agreement it signed with Multnomah County to perform all maintenance necessary to keep Glendoveer Golf Course in first class condition. Metro Parks and Greenspaces staff disagreed with us, stating: (1) they believe Multnomah County made a commitment to paint the water tower, (2) Metro should bear the painting costs since Multnomah County had performed some capital improvement projects at Glendoveer, and (3) sections of the management agreement addressing Glendoveer maintenance are ambiguous.

The Glendoveer Cellular Site Lease includes a provision which permits the Regional Parks and Greenspaces Department Operations and Maintenance Supervisor to purchase services from GTE. The purchasing procedure contained in the contract creates the possibility that the Supervisor could exceed his existing purchasing limit when buying from GTE. We suggest enhancing existing controls to reduce the additional exposure their contract creates. This can be accomplished by requesting that US West send all quotes and invoices for services to the Parks and Greenspaces Director instead of to the Operations and Maintenance Supervisor. GTE and US West exchanged cellular communication territories in June 1995. As a result, US West is now the lessee in the Glendoveer Cellular Site lease.

Based on our findings, we recommend that Metro adopt procedures to ensure the following:

1. When negotiating future leases, Metro departments should obtain sufficient information to ensure that the proposed lease revenue compensates Metro at a competitive rate for the use of its property.

2. When negotiating future leases which require the lessee to perform maintenance or construction services that will be paid by Metro, the departments should obtain their own current quotations or bids to make sure that Metro does not pay more than necessary for the services.
3. When changes affecting the Glisan Street Recreation contract or the golf course occur, the Regional Parks and Greenspaces Department staff should critically evaluate benefits and costs. If Glisan Street Recreation benefits, then Metro should try to ensure that Glisan Street Recreation pays a proportionate share of costs to the extent achievable under the terms of the contract. Similarly, other contracts containing comparable provisions should be enforced to the extent achievable.
4. Metro's Executive Officer or his designee should request that US West send all quotes and invoices for services to the Parks and Greenspaces Director instead of to the Operations and Maintenance Supervisor.

## Objectives of Review

The objectives of our limited scope review were to:

- identify the major provisions of the Glendoveer Cellular Site lease;
- determine if the contracting process complied with policies and procedures required by Metro Code Section 2.04;
- determine if GTE and Metro have complied with the Glendoveer Cellular Site lease; and
- evaluate whether the contracting process ensured that Metro received fair market value consideration in exchange for granting GTE the right to use Glendoveer's water tank and land.

## Scope and Methodology

We conducted our limited scope review in accordance with generally accepted government auditing standards. We performed the following field work:

- interviewed employees from the Regional Parks and Greenspaces Department and the General Counsel's Office who played key roles in developing the Glendoveer Cellular Site lease and presenting it to the Metro Council;
- conducted a phone interview of a GTE representative;
- read copies of the Glendoveer Cellular Site lease and the Glendoveer management agreement with Glisan Street Recreation, which operates Glendoveer Golf Course pursuant to a 1977 agreement originally signed by Multnomah County;
- read other documents pertaining to the formation of the Glendoveer Cellular Site lease, including correspondence

between GTE and Metro, staff reports and Council meeting minutes;

- inventoried 15 phones that Regional Parks and Greenspaces Department employees said were provided to Metro under the terms of the Glendoveer Cellular Site lease; and
- visited the Glendoveer Golf Course to ascertain whether a water tank had been painted in accordance with the terms of the lease.

## **Background**

Multnomah County owns Glendoveer Golf Course. Metro manages the course under the terms of an intergovernmental agreement with Multnomah County. Glisan Street Recreation, a private company, operates Glendoveer pursuant to a management agreement Glisan Street Recreation signed with Multnomah County in 1977.

Under the terms of the Glendoveer Cellular Site lease, Metro granted GTE Mobilnet of Oregon Limited Partnership a nonexclusive right to erect cellular transmission antennas atop a water tank at Glendoveer Golf Course and to build an equipment shelter near the water tank. In exchange, GTE pays Metro \$1,441 rent monthly, with annual changes based on the Consumer Price Index. In addition to the monthly rent, GTE also gave Metro 15 cellular phones and GTE agreed to arrange for the water tank to be painted at Metro's expense. Metro provided GTE with an allowance to have the water tank painted.

The Metro Council approved the Glendoveer Cellular Site lease on November 22, 1994, and the Executive Officer signed it on January 23, 1995. The lease runs for a 20 year period ending in January 2015, and GTE (or its successor) may renew it for an additional 10 years.

Prior to entering the 20-year cellular site lease, Metro allowed GTE to establish a temporary cellular transmission facility at Glendoveer under a short-term lease approved by the Metro Council on August 8, 1994, and signed on or after August 25, 1994.

GTE and US West exchanged cellular communication territories in June 1995. As a result, US West is now the lessee in the Glendoveer Cellular Site lease.

## Findings and Recommendations

**Department  
complied with  
Metro approval  
and legal review  
policies and  
procedures**

All Metro policies pertaining to the review and approval of contracts were followed in developing the Glendoveer Cellular Site lease. Metro's General Counsel drafted this lease based on a City of Portland cellular site lease. The Metro Council Regional Facilities Committee approved it. The Metro Council voted 12-0 on November 22, 1994, to authorize the Executive Officer to execute the contract with GTE, and Executive Officer Burton signed the lease on January 23, 1995. Metro's Code requires competitive bidding of procurement contracts under certain circumstances, but we do not believe these requirements applied to the Glendoveer Cellular Site lease because the primary objective of this contract was to enable GTE to place equipment and cables on Glendoveer land and facilities.

**GTE Mobilnet  
and Metro have  
complied with  
lease.**

Between October 1, 1994, and February 15, 1995, Metro received payments totaling \$8,484 from GTE under the short-term agreement that enabled GTE to establish a temporary cellular transmission site at Glendoveer. No payments have been made since then due to a provision in an amendment to the Cellular Site lease that allowed GTE to begin offsetting the estimated cost of painting the water tank against rent payments immediately after the permanent lease was signed.

GTE has placed antennas atop the water tank at Glendoveer Golf Course and has constructed an equipment building near the water tank.

Regional Parks and Greenspaces Department employees told us that the water tank painting was completed in June 1995 and sent us a copy of a memo from the general contractor, indicating that the cost was \$19,216. A site visit by the auditor confirmed that the water tank and tower appear to have been recently painted.

Regional Parks and Greenspaces Department employees showed us 15 cellular phones they said had been received from GTE pursuant to the Glendoveer Cellular Site lease. We

could not confirm the phones were delivered in conjunction with the Cellular Site lease because neither GTE nor the Metro Parks Department could locate a packing slip or other sufficient documentation that clearly establishes when the phones were received and where they came from.

**Only one party contacted to determine competitive rental rate**

Staff from the Regional Parks and Greenspaces Department and the General Counsel's Office said the City of Portland was the only local government they directly contacted to determine a competitive rent rate to charge GTE for the right to set up a cellular communications facility at Glendoveer. In fact, the City of Portland's lease of its "Patton" water tank site to GTE was adapted by the Metro General Counsel's Office in developing the Glendoveer Cellular Site lease. Acquiring a copy of Portland's lease enabled a Metro Senior Assistant General Counsel to successfully negotiate an increase in the rent from \$500 a month, which was GTE's original proposal, to \$1,441 per month, which equaled the amount Portland received from GTE under the Patton lease. When the Senior Assistant General Counsel contacted Portland, they told him a representative of the City of Seattle had recently called them and told them Seattle was receiving only about half the rent from its cellular site leases as Portland was getting from GTE.

Given the 20 year duration of the Glendoveer Cellular Site lease and the \$345,000 minimum aggregate amount of the payments that will be made by GTE over that period, the Regional Parks and Greenspaces Department should have attempted to identify and contact other local governments and private landowners that had similar lease agreements with a cellular phone company. The total compensation GTE provided to Metro may have been competitive, but this cannot be confirmed with certainty from the limited comparative information that was developed by Metro staff prior to entering the contract.

When negotiating future leases, Metro departments should obtain sufficient information to ensure that the proposed lease

revenue compensates Metro at a competitive rate for the use of its property.

**No Metro bids  
obtained for  
water tank  
painting**

Under the terms of the Glendoveer Cellular Site lease, Metro provided GTE an allowance to paint the water tank and its support structure. The water tank was painted for \$19,216 by a contractor hired by GTE. Regional Parks and Greenspaces Department staff said they did not believe they needed to obtain additional paint quotes, since they remembered Multnomah County had obtained quotes in 1987 or 1988 and they believe GTE's bid was within the same cost range as the County's quotes. We believe the Department should have obtained at least two independent, updated bids to provide assurance that the bid submitted by GTE's paint contractor offered a competitive price and reasonable set of specifications. The Metro Code requires staff to obtain at least three competitive quotations for public contracts over \$2,500.

When negotiating future leases which require the lessee to perform maintenance or construction services that will be paid by Metro, the departments should obtain their own quotations or bids to make sure that Metro does not pay more than necessary for the services.

**Metro assumed  
cost of painting  
water tank**

Section 4 of the Glendoveer Golf Course Management Agreement states in part:

"GSR agrees to accept the following responsibilities:  
... (c) The making of such capital repairs, alterations, improvements, and decorations on the Golf Course and related facilities thereon as GSR may deem reasonably necessary to the proper maintenance and operation thereof. ...," and

"(d) GSR shall upgrade and maintain the golf course as a first-class 36-hole golf course to a standard at least equal to that set forth in the 'Golf Course Maintenance Standards' attached hereto as Exhibit 'B'  
..."



The water tank contains well water that is used to irrigate the golf course when needed. Since the golf course could not be maintained in first class condition without the water tank, and the tank needs to be painted periodically to preserve its useful life, we believe Glisan Street Recreation had a contractual obligation to bear at least part of the cost of painting it.

Additionally, from 1977 to 1994, Glisan Street Recreation received substantial benefits from the tank. Until September 1994 when Metro entered into the Glendoveer Cellular Site lease with GTE, no other party used the water tank. The lease created a revenue stream from the tank that did not previously exist but it did not reduce the benefit that Glisan Street Recreation receives from the tank.

Regional Parks and Greenspaces Department staff said they did not consider asking Glisan Street Recreation to pay a share of the painting cost since Multnomah County had paid the cost of a number of capital improvements at Glendoveer during the late 1980s, and they believe Multnomah County had agreed to paint the water tower. In addition, Regional Parks and Greenspaces Department staff stated that some terms in the management agreement Multnomah County signed with Glisan Street Recreation in 1977 are ambiguous, including the terms that address maintenance.

We believe Metro should have asked Glisan Street Recreation to assume at least part of the painting cost, based on the terms of the Glendoveer Golf Course Management Agreement. Also, in our opinion Glisan Street Recreation has derived much of the benefit provided by the water tank.

When changes affecting the Glisan Street Recreation contract or the golf course occur, the Regional Parks and Greenspaces Department staff should evaluate if Glisan Street Recreation benefits. If it does, then Metro should try to ensure that Glisan Street Recreation pays a proportionate share of the costs to the extent achievable under the terms of the contract.

**Additional  
controls needed  
over contract  
purchases**

Paragraph 3(a) of the Glendoveer Cellular Site lease, entitled "Payment Provisions," states in part,

"Lessor may request, and Lessee agrees to provide, cellular phones and/or related electronic items, together with set-up installation, and other peripheral services, in lieu of any portion of the monthly rental amount; provided, however, that requests for such phones and other items and services may be accepted by the Lessee only if in writing, only if bearing the approval of the Operations and Maintenance Supervisor of the Lessor, and only if attached to any such approved request is a written estimate from the Lessee itemizing the individual costs for the phones and/or other items and services to be provided to Lessor by Lessee."

In essence, this clause allows the Regional Parks and Greenspaces Department Operations and Maintenance Supervisor to purchase services from GTE and offset the cost against current and future lease revenue. It was modeled after a clause contained in the City of Portland's lease of its "Patton" water tank to GTE.

Although this provision requires purchases under the contract to be well documented, it creates the possibility that the Operations and Maintenance Supervisor could order and receive services from GTE that cost more than \$2,500, which is the Supervisor's normal purchasing limit. The period of risk is greatest when GTE is not making any lease payments to Metro due to rent credits from prior purchases. The Supervisor told us that the Glendoveer water tank painting is the only purchase that has been made under the Glendoveer Cellular Site Lease so far.

We believe that the Metro Executive Officer or his designee should contact US West and ask them to forward quotes, invoices and any other information provided by US West under Paragraph 3(a) to the Parks and Greenspaces Director instead of the Operations & Maintenance Supervisor. To

ensure proper accounting for expenses and liabilities that arise from purchases, copies of all invoices or equivalent documentation received from US West should be forwarded to the Parks and Greenspaces Senior Administrative Service Analyst.

## Summary of Recommendations

We recommend that Metro adopt procedures to ensure the following:

1. When negotiating future leases, Metro departments should obtain sufficient information to ensure that the proposed lease revenue compensates Metro at a competitive rate for the use of its property.
2. When negotiating future leases which require the lessee to perform maintenance or construction services that will be paid by Metro, the departments should obtain their own quotations or bids to make sure that Metro does not pay more than necessary for the services.
3. When changes affecting the Glisan Street Recreation contract or the golf course occur, Metro staff should critically evaluate the benefits and costs. If Glisan Street Recreation benefits, then Metro should try to ensure that Glisan Street Recreation pays a proportionate share of costs to the extent achievable under the terms of the contract. Similarly, other contracts containing comparable provisions should be enforced to the extent achievable.
4. Metro's Executive Officer or his designee should contact US West and request that they send all quotes and invoices for services to the Parks and Greenspaces Director instead of to the Operations and Maintenance Supervisor.

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**Response to the Report**

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## METRO

Date: October 17, 1995  
To: Alexis Dow, CPA, Metro Auditor  
From: Mike Burton, Executive Officer  
Subject: Response - Glendoveer Cellular Site Lease Report, October 1995

Thank you for the opportunity to review and formally respond to the above referenced report. Your findings and recommendations are organized in six categories. My response is similarly organized.

Finding 1, pg. 7: "Department complied with Metro approval and legal review policies and procedures".

Response: I concur with your finding.

Finding 2, pg. 7: "GTE Mobilenet and Metro have complied with lease".

Response: I concur with your finding

Finding 3, pg. 8: "Only one party contracted to determine adequate rental rate".

Response: The narrative in this section raises a question as to whether Metro obtained sufficient information to ensure lease revenue is competitive.

The Department determined, through General Counsel research, that the same compensation received for six (6) other sites in the City of Portland and regulated by the City was an appropriate reflection of the local market and a competitive rate. You noted on page 6 of your report that the final lease rate was nearly three times the original amount offered and that Seattle's compensation was significantly less. Considering these facts, I believe there was "sufficient information" available in this case to provide the basis for an informed decision.

Finding 4, pg. 9: "No Metro bids obtained for water tank painting".

Response: I believe staff were conscientious about the cost of the paint project and "in line" with the spirit and intent of Metro purchasing policies. I am advised that you were provided documentation of a Multnomah County budget request for \$22,500 which was based on the estimates received in 1987/1988. Staff indicate that specifications were reviewed for consistency with the earlier estimates and it was concluded that the 1994 GTE bid and 1995 contract amounts were competitive and additional staff work redundant. If GTE bids had not fallen within the previously established range (i.e., \$18,000 - \$22,000) staff indicate they would have either required GTE to solicit additional bids or solicited additional bids directly.

Notwithstanding the above, I do concur with your general finding and recommendation and will explore appropriate clarification to Metro purchasing policies.

Finding 5, pg. 9: "Metro assumed cost of painting the tower".

Response: I believe it was appropriate for Metro (on behalf of Multnomah County) to pay for painting the water tower at Glendoveer Golf Course. As a partner in the golf course, forty-four percent (44%) of the gross green fees are passed through to Metro to support a myriad of park facilities and programs. Through the Cellular Site Lease, we were able to contribute to a capital maintenance need without impacting other revenue streams essential to the day to day operation of the parks.

As noted on page 10 of your report, "staff believes some terms in the Management Agreement with Multnomah County, signed by GSR in 1977 are ambiguous, including terms that address maintenance". The provisions cited in your report may fall into the "ambiguous" category in regards to maintenance of the water tower. It should be noted, however, that GSR has made and continues to make significant investments in capital maintenance and improvement projects. In 1987, the Multnomah County Auditor was critical of Multnomah County for not investing in any portion of the Glendoveer facilities capital needs. The water tower painting in part, addresses these needs. Nonetheless, because contract language is vague in some areas, I will recommend that terms be clarified and improved if the contract is renewed.



Finding 6, pg. 11: "Additional controls needed over contract purchases".

Response: I concur with your recommendation and will direct staff to contact U.S. West to request the specified amendment to the contract.

Again, thank you for the opportunity to submit comments related to this report.

cc: Charles Ciecko  
Dan Kromer

glnres.let

AGENDA ITEM 5.2  
Meeting Date: November 2, 1995

**Regional Urban Growth Goals and Objectives PUBLIC HEARING**

AGENDA ITEM 6.1  
Meeting Date: November 2, 1995

**Ordinance No. 95-618, Amending the FY 1995-96 Budget and Appropriations Schedule to Recognize Grant Funds, Transfer \$5,000 From the Regional Parks and Expo Fund Contingency, and Authorize the Expenditure of Said Funds to Pay for Emergency Dredging at the M. James Gleason Boat Ramp; And Declaring An Emergency**

## REGIONAL FACILITIES COMMITTEE REPORT

CONSIDERATION OF ORDINANCE NO. 95-618A, AMENDING THE FY 1995-96 BUDGET AND APPROPRIATIONS SCHEDULE TO RECOGNIZE GRANT FUNDS, TRANSFER \$5,000 FROM CONTINGENCY AND \$5,000 FROM MATERIALS AND SERVICES IN THE REGIONAL PARKS AND EXPO FUND, AND AUTHORIZE THE EXPENDITURE OF SAID FUNDS TO PAY FOR EMERGENCY DREDGING AND REPLACEMENT OF THE MARINE SEWAGE DISPOSAL UNIT AT THE M. JAMES GLEASON BOAT RAMP; AND DECLARING AN EMERGENCY

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Date: October 25, 1995

Presented by: Councilor Morissette

**Committee Recommendation:** At the October 24 meeting, the Committee voted 2-0 to recommend Council adoption of Ordinance No. 95-618A. Voting in favor: Councilors McCaig and Washington. Councilor Morissette was absent.

**Committee Issues/Discussion:** Charlie Ciecko, Parks and Greenspaces Director, presented the staff report and reviewed the purpose of the ordinance. He noted that the ordinance is a budget amendment addressing specific needs at the M. James Gleason boat ramp on Marine Drive. As originally submitted, the ordinance requested that \$5,000 be transferred from the Regional Parks and Expo Fund to materials and service to partially fund a dredging project near the boat ramp. The project is being undertaken to permit larger boats to launch from the facility, remove material near Multnomah County's River patrol boat houses and allow the Port of Portland to house a water rescue boat near the ramp.

The total cost of the dredging project is estimated to be \$72,000. Metro has requested a state grant of \$55,000 for the project. The Port will contribute \$10,000, the County \$2,000, and Metro \$5,000.

Following submittal of the original ordinance, staff determined that the marine sewage disposal unit at the Gleason ramp needed to be replaced. Therefore, an amended ordinance was submitted to include replacement of the unit. The estimated replacement cost is \$15,000. The state will contribute \$10,000 and Metro will transfer \$5,000 from materials and services to capital outlay in the Regional Parks and Greenspaces Department.

REGIONAL PARKS AND GREENSPACES STAFF REPORT

IN CONSIDERATION OF ORDINANCE NO. 95-618A AMENDING THE FY 1995-96 BUDGET AND APPROPRIATIONS SCHEDULE TO RECOGNIZE GRANT FUNDS, TRANSFER \$5,000 FROM CONTINGENCY AND \$5,000 FROM MATERIALS AND SERVICES IN THE REGIONAL PARKS AND EXPO FUND, AND AUTHORIZE THE EXPENDITURE OF SAID FUNDS TO PAY FOR EMERGENCY DREDGING AND REPLACEMENT OF THE MARINE SEWAGE DISPOSAL UNIT AT THE M. JAMES GLEASON BOAT RAMP; AND DECLARING AN EMERGENCY.

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Date: October 17, 1995

Presented by: Dan Kromer

FACTUAL BACKGROUND AND ANALYSIS

This ordinance amends the Regional Parks and Greenspaces department budget for two purposes -- (1) to provide for emergency dredging at the M. James Gleason Boat Ramp, and (2) to provide for replacement of the marine sewage disposal unit also at the M. James Gleason Boat Ramp. Each request is explained separately below.

Emergency Dredging at M. James Gleason Boat Ramp

In July, 1995, it was brought to Regional Parks and Greenspaces staff's attention that an extremely high amount of sand was accumulating within the boat launch basin, due to river shoaling, at the M. James Gleason Boat Ramp located at 43rd and NE Marine Drive on the Columbia River. During low tide it was becoming very difficult for large water craft (20 ft. +) to launch from this facility.

Staff contacted the Oregon State Marine Board (OSMB) for technical assistance in determining the extent of shoaling and the amount of dredging required within the basin to achieve an acceptable depth. OSMB staff determined that sand had also accumulated at a high level underneath the Multnomah County's River Patrol's four (4) boat houses and the facility's down river boarding floats. Concurrently, the Port of Portland inquired about the possibility of relocating their water rescue boat and boat house to the Gleason Boat Ramp to decrease their response time in the case of an aircraft disaster on the Columbia River. The area the Port had in mind for their boat house would also have to be dredged.

At a recent meeting between interested parties, OSMB recommended that approximately 7,800 cu. yds. of material be dredged from around the above areas. OSMB developed the technical drawings and specifications for the dredging project and have submitted them to Metro. Regional Parks and Greenspaces Department will be responsible for the RFB and contract administration for the project.

Funding for project will come from each of the parties benefiting from the dredging. Estimated project cost is \$72,000. A facility grant request for \$55,000 has been submitted and approved by OSMB. The Port of Portland is contributing \$10,000, Multnomah County

\$2,000 and Metro's share will be \$5,000. The OSMB facility grant along with the Port's and County's contribution for the project can be recognized as a resource to the Department's FY 95-96 Budget under Oregon Budget Law ORS 294.326(2). However, Metro's share needs to come out of the Regional Parks and Greenspaces Contingency. The total requested transfer from Contingency is \$5,000 leaving a balance in Regional Parks and Expo Fund Contingency of \$392,397.

#### Replacement of the Marine Sewage Disposal Unit at the M. James Gleason Boat Ramp

The existing marine sewage disposal unit at the M. James Gleason boat ramp has been in service for many years and is no longer functioning properly. The unit frequently gets an air lock in the discharge line causing it to stop pumping until staff can bleed the line. Since Regional Parks staff is located off-site, it sometimes takes a day, especially on a summer weekend, to re-prime the line. The department has received numerous complaints from the boating public and Multnomah County's River Patrol about the unit not working.

To ensure that a high quality functional unit may be purchased, the department is projecting the replacement cost at \$15,000. The Oregon State Marine Board will provide \$10,000 toward the purchase. The Regional Parks department currently has budgeted \$5,000 toward the replacement, however, the funds need to be transferred from materials and services to capital outlay.

This action requests the recognition of the \$10,000 from the Oregon State Marine Board, and the transfer of \$5,000 from materials and services to capital outlay in the Regional Parks and Greenspaces Department.

A Regional Parks and Greenspaces staff member will be present to answer any questions by Council regarding this request.

#### Executive Officer's Recommendation:

The Executive Officer recommends adoption of Ordinance No. 95-618A.

BEFORE THE METRO COUNCIL

AN ORDINANCE AMENDING THE FY 1995-96 )	ORDINANCE NO. 95-618A
BUDGET AND APPROPRIATIONS )	
SCHEDULE TO RECOGNIZE GRANT FUNDS, )	Introduced by Mike Burton
TRANSFER \$5,000 FROM CONTINGENCY )	Executive Officer
<u>AND \$5,000 FROM MATERIALS &amp; SERVICES</u> )	
IN THE REGIONAL PARKS AND EXPO FUND, )	
AND AUTHORIZE THE EXPENDITURE OF )	
SAID FUNDS TO PAY FOR EMERGENCY )	
<u>DREDGING AND REPLACEMENT OF THE</u> )	
<u>MARINE SEWAGE DISPOSAL UNIT AT THE</u> )	
M. JAMES GLEASON BOAT RAMP; AND )	
DECLARING AN EMERGENCY )	

WHEREAS, The Metro Council has reviewed and considered the need to transfer appropriations with the FY 1995-96 Budget; and

WHEREAS, Oregon Budget Law ORS 294.326(2) allows the recognition and expenditure of certain grant funds in the year of receipt of said funds; and

WHEREAS, The need for a transfer of appropriation has been justified; and

WHEREAS, Adequate funds exist for other identified needs; now, therefore,

THE METRO COUNCIL ORDAINS AS FOLLOWS;

1. That the FY 1995-96 Budget and Schedule of Appropriations are hereby amended as shown in the column titled "Revision" of Exhibits A and B to this Ordinance for the purposes of recognizing the receipt of ~~[\$55,000]~~ 65,000 from the Oregon State Marine Board, \$2,000 from Multnomah County, and \$10,000 from the Port of Portland as well as transferring \$5,000 from the Regional Parks and Expo Fund Contingency and \$5,000 from Regional Parks and Greenspaces Materials and Services to provide ~~[a total of \$72,000 of additional materials and services appropriation to pay]~~ for emergency dredging work and replacement of the marine sewage disposal unit at the M. James Gleason Boat Ramp.

2. This Ordinance being necessary for the immediate preservation of the public health, safety or welfare of the Metro area in order to meet obligations and comply with Oregon Budget Law, an emergency is declared to exist, and this Ordinance takes effect upon passage.

ADOPTED by the Metro Council this \_\_\_\_ day of \_\_\_\_\_, 1995.

\_\_\_\_\_  
J. Ruth McFarland, Presiding Officer

ATTEST:

Approved as to Form:

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Daniel B. Cooper, General Counsel



**Exhibit A  
Ordinance No. 95-618A**

FISCAL YEAR 1995-96		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
<b>Regional Parks and Expo Fund</b>							
<b>Resources</b>							
<u>Resources</u>							
<b>REGIONAL PARKS &amp; GREENSPACES</b>							
305000	Fund Balance - Unrestricted		288,000		0		288,000
305000	Fund Balance - restricted		143,196		0		143,196
322000	Boat Ramp Use Permit		930		0		930
	U.S. Fish & Wildlife Service (Years 1 & 2)		58,428		0		58,428
	U.S. Fish & Wildlife Service (Year 3)		336,813		0		336,813
	U.S. Fish & Wildlife Service (Year 4)		374,716		0		374,716
331120	Federal Grants-Operating-Indirect						
	FHWA/CMAQ		42,500		0		42,500
334110	State Grants-Operating-Direct						
	Oregon State Marine Board		0		65,000		65,000
337210	Local Grants-Operating-Direct						
	Portland Parks		5,000		0		5,000
	Gresham		500		0		500
	City of Portland, IPA/EPA		4,500		0		4,500
338000	Local Gov't Shared Revenues-R.V. Registration Fees		249,394		0		249,394
338200	Local Gov't Shared Revenues		140,000		0		140,000
339200	Contract Services		1,315,662		0		1,315,662
339300	Government Contributions		10,500		0		10,500
	Multnomah County Sherrifs		0		2,000		2,000
	Port of Portland		0		10,000		10,000
341700	Cemetery Services		111,395		0		111,395
341710	Cemetery Sales		60,791		0		60,791
347100	Admissions		287,250		0		287,250
347120	Reservation Fees		100,930		0		100,930
347152	Family Camp Fees		25,116		0		25,116
347153	Group Camp Fee		6,047		0		6,047
347220	Rental-Buildings		23,023		0		23,023
347300	Food Service		4,093		0		4,093
347810	Management Fee Income - Glendoveer income		692,028		0		692,028
347830	Contract Revenue - Glendoveer Lease		18,977		0		18,977
347840	Concessions Revenue		7,348		0		7,348
347900	Other Miscellaneous Revenue		22,834		0		22,834
347960	Boat Launch Fees		128,372		0		128,372
361100	Interest Earned		13,685		0		13,685
373500	Sale of Proprietary Assets		17,170		0		17,170
391010	Trans. of Resources from General Fund		533,709		0		533,709
391010	Trans. of Res. from Gen1 Fund (earned on Parks/Expo)		213,329		0		213,329
393150	Trans. Direct Costs from Open Spaces Fund		64,132		0		64,132
393761	Trans. Direct Costs from Smith & Bybee Lakes Fund		50,470		0		50,470
393765	Trans. Direct Costs from Regional Parks Trust Fund		4,000		0		4,000
<b>EXPO CENTER</b>							
305000	Fund Balance - Unrestricted						
	* Unrestricted		272,348		0		272,348
	* Capital Requirements		133,000		0		133,000
	* Renewal & Replacement		700,000		0		700,000
347220	Rental-Buildings		562,051		0		562,051
347300	Food Service		1,221,400		0		1,221,400
347600	Utility Services		46,511		0		46,511
347900	Other Miscellaneous Revenue		40,851		0		40,851
361100	Interest Earned		66,000		0		66,000
372100	Reimbursements-Labor		30,523		0		30,523
374000	Parking Fees		681,302		0		681,302
<b>TOTAL FUND RESOURCES</b>			<b>9,108,824</b>		<b>77,000</b>		<b>9,185,824</b>

**Exhibit A  
Ordinance No. 95-618A**

FISCAL YEAR 1995-96	ACCT #	DESCRIPTION	CURRENT BUDGET		REVISION		PROPOSED BUDGET	
			FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
<b>Regional Parks and Expo Fund</b>								
<b>Regional Parks and Greenspaces Department</b>								
<b>Total Personal Services</b>			<b>46.60</b>	<b>1,832,791</b>	<b>0.00</b>	<b>0</b>	<b>46.60</b>	<b>1,832,791</b>
<u>Materials &amp; Services</u>								
521100		Office Supplies		5,682		0		5,682
521110		Computer Software		5,895		0		5,895
521111		Computer Supplies		2,345		0		2,345
521210		Landscape Supplies		30,350		0		30,350
521220		Custodial Supplies		7,780		0		7,780
521240		Graphics/Reprographic Supplies		675		0		675
521250		Tableware Supplies		1,100		0		1,100
521260		Printing Supplies		200		0		200
521270		Animal Food		110		0		110
521290		Other Operating Supplies		19,397		0		19,397
521292		Small Tools		4,069		0		4,069
521310		Subscriptions		850		0		850
521320		Dues		865		0		865
521510		Maintenance & Repairs Supplies-Building		14,635		0		14,635
521520		Maintenance & Repairs Supplies-Grounds		40,066		0		40,066
521540		Maintenance & Repairs Supplies-Equipment		12,095		(5,000)		7,095
523100		Merchandise for Resale-Food		9,500		0		9,500
523200		Merchandise for Resale-Retail		3,000		0		3,000
524110		Accounting & Auditing Services		4,200		0		4,200
524190		Miscellaneous Professional Services		1,033,624		0		1,033,624
525110		Utilities-Electricity		28,170		0		28,170
525120		Utilities-Water & Sewer Charges		6,945		0		6,945
525140		Utilities-Heating Fuel		3,953		0		3,953
525150		Utilities-Sanitation Service		18,005		0		18,005
525190		UtilitiesOther		2,100		0		2,100
525610		Maintenance & Repair Services-Building		825		0		825
525620		Maintenance & Repairs Services-Grounds		0		72,000		72,000
525640		Maintenance & Repairs Services-Equipment		5,619		0		5,619
525710		Equipment Rental		23,091		0		23,091
525740		Capital Lease		2,500		0		2,500
526200		Ads & Legal Notices		2,475		0		2,475
526310		Printing Services		43,425		0		43,425
526320		Typesetting & Reprographics Services		2,500		0		2,500
526410		Telephone		8,954		0		8,954
526420		Postage		19,890		0		19,890
526440		Delivery Services		775		0		775
526500		Travel		5,100		0		5,100
526510		Mileage Reimbursement		2,780		0		2,780
526700		Temporary Help Services		1,200		0		1,200
526800		Training, Tuition, Conferences		8,050		0		8,050
526900		Misc. Other Purchased Services		220		0		220
529910		Uniform Supply		8,000		0		8,000
528100		License, Permits, Payment to Agencies		239,710		0		239,710
528310		Real Property Taxes		88,500		0		88,500
529500		Meetings		1,250		0		1,250
529835		External Promotion		16,355		0		16,355
<b>Total Materials &amp; Services</b>				<b>1,736,830</b>		<b>67,000</b>		<b>1,803,830</b>

Exhibit A  
Ordinance No. 95-618A

FISCAL YEAR 1995-96		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
<b>Regional Parks and Expo Fund</b>							
<u>Capital Outlay</u>							
571100	Land		1,099,485		0		1,099,485
571500	Purchases-Office Furniture & Equipment		6,965		0		6,965
574510	Construction Work/Materials-Improvements		41,500		15,000		56,500
574520	Construction Work/Materials-Buildings		26,750		0		26,750
<b>Total Capital Outlay</b>			<b>1,174,700</b>		<b>15,000</b>		<b>1,189,700</b>
<b>Total Regional Parks &amp; Greenspaces</b>		<b>46.60</b>	<b>4,744,321</b>	<b>0.00</b>	<b>82,000</b>	<b>46.60</b>	<b>4,826,321</b>
<b>Expo Center</b>							
<b>Total Expo Center</b>		<b>11.83</b>	<b>1,949,961</b>	<b>0.00</b>	<b>0</b>	<b>11.83</b>	<b>1,949,961</b>
<b>General Expenses</b>							
<b>Total Interfund Transfers</b>			<b>640,736</b>		<b>0</b>		<b>640,736</b>
<u>Contingency and Unappropriated Balance</u>							
599999	Contingency						
	• Undesignated		333,265		(5,000)		328,265
	• Open Spaces Bonds		64,132		0		64,132
599990	Unappropriated Balance		0		0		0
	• Undesignated		636,409		0		636,409
	• Expo Center Renewal & Replacement		740,000		0		740,000
<b>Total Contingency and Unappropriated Balance</b>			<b>1,773,806</b>		<b>(5,000)</b>		<b>1,768,806</b>
<b>TOTAL FUND REQUIREMENTS</b>		<b>58.43</b>	<b>9,108,824</b>	<b>0.00</b>	<b>77,000</b>	<b>58.43</b>	<b>9,185,824</b>

**Exhibit B  
Ordinance No. 95-618A  
FY 1995-96 SCHEDULE OF APPROPRIATIONS**

	Current Appropriation	Revision	Proposed Appropriation
<b>REGIONAL PARKS AND EXPO FUND</b>			
Regional Parks and Greenspaces			
Personal Services	1,832,791	0	1,832,791
Materials & Services	1,736,830	67,000	1,803,830
Capital Outlay	1,174,700	15,000	1,189,700
Subtotal	4,744,321	82,000	4,826,321
Expo Center			
Personal Services	525,266	0	525,266
Materials & Services	1,233,245	0	1,233,245
Capital Outlay	191,450	0	191,450
Subtotal	1,949,961	0	1,949,961
General Expenses			
Interfund Transfers	640,736	0	640,736
Contingency	397,397	(5,000)	392,397
Subtotal	1,038,133	(5,000)	1,033,133
Unappropriated Balance	1,376,409	0	1,376,409
<b>Total Fund Requirements</b>	<b>\$9,108,824</b>	<b>\$77,000</b>	<b>\$9,185,824</b>

**All Other Appropriations Remain As Previously Adopted**

AGENDA ITEM 6.2  
Meeting Date: November 2, 1995

**Ordinance No 95-620, Amending the FY 1995-96 Budget and Appropriations  
Schedule Transferring \$15,000 From Contingency and \$23,500 From Capital  
Outlay to Materials and Services in the Regional Parks and Greenspaces  
Department to Provide Funding for a Roof Replacement at Blue Lake Park's  
Curry Maintenance Building; And Declaring An Emergency**

FINANCE COMMITTEE REPORT

CONSIDERATION OF ORDINANCE NO. 95-620, AMENDING THE FY 1995-96 BUDGET AND APPROPRIATIONS SCHEDULE TRANSFERRING \$15,000 FROM CONTINGENCY AND \$23,500 FROM CAPITAL OUTLAY TO MATERIALS AND SERVICES IN THE REGIONAL PARKS AND GREENSPACES DEPARTMENT TO PROVIDE FUNDING FOR A ROOF REPLACEMENT AT BLUE LAKE PARK'S CURRY MAINTENANCE BUILDING, AND DECLARING AN EMERGENCY

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Date: October 27, 1995

Presented by: Councilor Monroe

Committee Recommendation: At the October 26 meeting, the Committee voted 5-0 to recommend Council adoption of Ordinance No. 95-620. Voting in favor: Councilors McCaig, McFarland, McLain, Monroe, and Washington.

Committee Issues/Discussion: Jennifer Sims, Chief Financial Officer, and Charlie Ciecko, Parks and Greenspaces Director, presented the staff report and explained the purpose of the proposed ordinance. Ciecko noted that the ordinance is a budget amendment which addresses the need to replace the roof of a large maintenance building at Blue Lake Park. He noted that the work had originally been budgetted for \$23,500. This estimate assumed that the new roof could be placed over the existing roof. However, examination of the existing roof revealed that all existing roofing material would have to be removed before a new roof could be installed. This resulted in an increase the total cost of the project.

The current estimate of \$38,500 is based on the lowest bid received during a recent procurement process. The budget amendment would transfer \$15,000 from the Regional Parks and Expo Fund Contingency to Materials and Services in the Regional Parks and Greenspaces Department. In addition, the existing funds budgetted funds for the project would be transferred to Materials and Services from Capital Outlay.

## REGIONAL PARKS AND GREENSPACES STAFF REPORT

IN CONSIDERATION OF ORDINANCE 95-620 AMENDING THE FY 1995-96 BUDGET AND APPROPRIATIONS SCHEDULE TRANSFERRING \$15,000 FROM CONTINGENCY AND \$23,500 FROM CAPITAL OUTLAY TO MATERIALS AND SERVICES IN THE REGIONAL PARKS AND GREENSPACES DEPARTMENT TO PROVIDE FUNDING FOR A ROOF REPLACEMENT AT BLUE LAKE PARK'S CURRY MAINTENANCE BUILDING; AND DECLARING AN EMERGENCY

---

Date: October 4, 1995

Presented by: Dan Kromer

### FACTUAL BACKGROUND AND ANALYSIS

When the FY 1995-96 Adopted Budget was prepared a year ago, estimates were solicited to re-roof the 30 year old roof on Blue Lake Park's Curry maintenance building. Estimates at that time for re-roofing came in around \$20,000. The amount budgeted in FY 95-96 under Capital Outlay for this project was \$23,500. Project specifications for the RFB were recently completed. Based on these specifications the estimated project cost has increased to \$38,500.

In order to complete the project, Regional Parks and Greenspaces is asking Council to approve a request to transfer \$15,000 from the Regional Parks and Expo Fund Contingency and the original \$23,500 in Construction Work/Materials-Buildings to Maintenance & Repairs Building. Correct accounting treatment for this project requires that the cost be reflected as a materials and services item.

A Regional Parks and Greenspaces staff member will be present to answer any questions by Council regarding the roof replacement.

### Executive Officer's Recommendation:

The Executive Officer recommends adoption of Ordinance No. 95-620

BEFORE THE METRO COUNCIL

AN ORDINANCE AMENDING THE FY 1995-96 )	ORDINANCE NO. 95-620
BUDGET AND APPROPRIATIONS )	
SCHEDULE TRANSFERRING \$15,000 FROM )	Introduced by Mike Burton
CONTINGENCY AND \$23,500 FROM CAPITAL )	Executive Officer
OUTLAY TO MATERIALS AND SERVICES IN )	
THE REGIONAL PARKS AND GREENSPACES )	
DEPARTMENT TO PROVIDE FUNDING FOR )	
A ROOF REPLACEMENT AT BLUE LAKE )	
PARK'S CURRY MAINTENANCE BUILDING; )	
AND DECLARING AN EMERGENCY )	

WHEREAS, The Metro Council has reviewed and considered the need to transfer appropriations with the FY 1995-96 Budget; and

WHEREAS, The need for a transfer of appropriation has been justified; and

WHEREAS, Adequate funds exist for other identified needs; now, therefore,

THE METRO COUNCIL ORDAINS AS FOLLOWS;

1. That the FY 1995-96 Budget and Schedule of Appropriations are hereby amended as shown in the column titled "Revision" of Exhibits A and B to this Ordinance for the purposes transferring \$15,000 from Contingency and \$23,500 from Capital Outlay to the Regional Parks and Greenspaces Department Materials & Services appropriation to provide funding for a roof replacement at Blue Lake Park's Curry Maintenance Building.

2. This Ordinance being necessary for the immediate preservation of the public health, safety or welfare of the Metro area in order to meet obligations and comply with Oregon Budget Law, an emergency is declared to exist, and this Ordinance takes effect upon passage.



ADOPTED by the Metro Council this \_\_\_\_ day of \_\_\_\_\_, 1995.

\_\_\_\_\_  
J. Ruth McFarland, Presiding Officer

ATTEST:

Approved as to Form:

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Daniel B. Cooper, General Counsel

**Exhibit A  
Ordinance No. 95-620**

FISCAL YEAR 1995-96		CURRENT BUDGET		CURRENT BUDGET		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
<b>Regional Parks and Expo Fund</b>							
<b>Regional Parks and Greenspaces Department</b>							
<b>Total Personal Services</b>		<b>46.60</b>	<b>1,832,791</b>	<b>0.00</b>	<b>0</b>	<b>46.60</b>	<b>1,832,791</b>
<u>Materials &amp; Services</u>							
521100	Office Supplies		5,682		0		5,682
521110	Computer Software		5,895		0		5,895
521111	Computer Supplies		2,345		0		2,345
521210	Landscape Supplies		30,350		0		30,350
521220	Custodial Supplies		7,780		0		7,780
521240	Graphics/Reprographic Supplies		675		0		675
521250	Tableware Supplies		1,100		0		1,100
521260	Printing Supplies		200		0		200
521270	Animal Food		110		0		110
521290	Other Operating Supplies		19,397		0		19,397
521292	Small Tools		4,069		0		4,069
521310	Subscriptions		850		0		850
521320	Dues		865		0		865
521510	Maintenance & Repairs Supplies-Building		14,635		0		14,635
521520	Maintenance & Repairs Supplies-Grounds		40,066		0		40,066
521540	Maintenance & Repairs Supplies-Equipment		12,095		0		12,095
523100	Merchandise for Resale-Food		9,500		0		9,500
523200	Merchandise for Resale-Retail		3,000		0		3,000
524110	Accounting & Auditing Services		4,200		0		4,200
524190	Miscellaneous Professional Services		1,033,624		0		1,033,624
525110	Utilities-Electricity		28,170		0		28,170
525120	Utilities-Water & Sewer Charges		6,945		0		6,945
525140	Utilities-Heating Fuel		3,953		0		3,953
525150	Utilities-Sanitation Service		18,005		0		18,005
525190	Utilities-Other		2,100		0		2,100
525610	Maintenance & Repair Services-Building		825		38,500		39,325
525620	Maintenance & Repairs Services-Grounds		72,000		0		72,000
525640	Maintenance & Repairs Services-Equipment		5,619		0		5,619
525710	Equipment Rental		23,091		0		23,091
525740	Capital Lease		2,500		0		2,500
526200	Ads & Legal Notices		2,475		0		2,475
526310	Printing Services		43,425		0		43,425
526320	Typesetting & Reprographics Services		2,500		0		2,500
526410	Telephone		8,954		0		8,954
526420	Postage		19,890		0		19,890
526440	Delivery Services		775		0		775
526500	Travel		5,100		0		5,100
526510	Mileage Reimbursement		2,780		0		2,780
526700	Temporary Help Services		1,200		0		1,200
526800	Training, Tuition, Conferences		8,050		0		8,050
526900	Misc. Other Purchased Services		220		0		220
529910	Uniform Supply		8,000		0		8,000
528100	License, Permits, Payment to Agencies		239,710		0		239,710
528310	Real Property Taxes		88,500		0		88,500
529500	Meetings		1,250		0		1,250
529835	External Promotion		16,355		0		16,355
<b>Total Materials &amp; Services</b>			<b>1,808,830</b>		<b>38,500</b>		<b>1,847,330</b>

**Exhibit A  
Ordinance No. 95-620**

FISCAL YEAR 1995-96		CURRENT BUDGET		CURRENT BUDGET		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
<b>Regional Parks and Expo Fund</b>							
<u>Capital Outlay</u>							
571100	Land		1,099,485		0		1,099,485
571500	Purchases-Office Furniture & Equipment		6,965		0		6,965
574510	Construction Work/Materials-Improvements		41,500		0		41,500
574520	Construction Work/Materials-Buildings		26,750		(23,500)		3,250
<b>Total Capital Outlay</b>			<b>1,174,700</b>		<b>(23,500)</b>		<b>1,151,200</b>
<b>Total Regional Parks &amp; Greenspaces</b>		<b>46.60</b>	<b>4,816,321</b>	<b>0.00</b>	<b>15,000</b>	<b>46.60</b>	<b>4,831,321</b>
<b>Expo Center</b>							
<b>Total Expo Center</b>		<b>11.83</b>	<b>1,949,961</b>	<b>0.00</b>	<b>0</b>	<b>11.83</b>	<b>1,949,961</b>
<b>General Expenses</b>							
<b>Total Interfund Transfers</b>			<b>640,736</b>		<b>0</b>		<b>640,736</b>
<u>Contingency and Unappropriated Balance</u>							
599999	Contingency						
	• Undesignated		328,265		(15,000)		313,265
	• Open Spaces Bonds		64,132		0		64,132
599990	Unappropriated Balance		0		0		0
	• Undesignated		636,409		0		636,409
	• Expo Center Renewal & Replacement		740,000		0		740,000
<b>Total Contingency and Unappropriated Balance</b>			<b>1,768,806</b>		<b>(15,000)</b>		<b>1,753,806</b>
<b>TOTAL FUND REQUIREMENTS</b>		<b>58.43</b>	<b>9,175,824</b>	<b>0.00</b>	<b>0</b>	<b>58.43</b>	<b>9,175,824</b>

**NOTE:** The "Current Budget" for the Regional Parks and Expo Fund reflected in this ordinance assumes the adoption of Ordinance 95-618, recognizing the Oregon Marine State Board grant and local matching fund, and authorizing \$72,000 in additional materials and services appropriation to provide emergency dredging work at the Gleason Boat Ramp.

**Exhibit A  
Ordinance No. 95-620**

FISCAL YEAR 1995-96	ACCT #	DESCRIPTION	CURRENT BUDGET		CURRENT BUDGET		PROPOSED BUDGET	
			FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT

**Regional Parks and Expo Fund**

**Regional Parks and Greenspaces Department (Administration)**

<b>Total Administration</b>	<b>4.80</b>	<b>256,454</b>	<b>0.00</b>	<b>0</b>	<b>4.80</b>	<b>256,454</b>
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**Regional Parks and Greenspaces Department (Operations and Maintenance)**

<b>Total Personal Services</b>	<b>33.35</b>	<b>1,111,237</b>	<b>0.00</b>	<b>0</b>	<b>33.35</b>	<b>1,111,237</b>
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Materials & Services

521100	Office Supplies	1,215		0		1,215
521110	Computer Software	750		0		750
521111	Computer Supplies	140		0		140
521210	Landscape Supplies	5,350		0		5,350
521220	Custodial Supplies	7,780		0		7,780
521240	Graphics/Reprographic Supplies	375		0		375
521270	Animal Food	110		0		110
521290	Other Operating Supplies	16,897		0		16,897
521292	Small Tools	3,569		0		3,569
521510	Maintenance & Repairs Supplies-Building	14,635		0		14,635
521520	Maintenance & Repairs Supplies-Grounds	40,066		0		40,066
521540	Maintenance & Repairs Supplies-Equipment	12,095		0		12,095
523100	Merchandise for Resale-Food	5,000		0		5,000
524110	Accounting & Auditing Services	4,200		0		4,200
524190	Miscellaneous Professional Services	104,900		0		104,900
525110	Utilities-Electricity	28,170		0		28,170
525120	Utilities-Water & Sewer Charges	6,945		0		6,945
525140	Utilities-Heating Fuel	3,953		0		3,953
525150	Utilities-Sanitation Service	18,005		0		18,005
525190	Utilities-Other	2,100		0		2,100
525610	Maintenance & Repair Services-Building	825		38,500		39,325
525620	Maintenance & Repairs Services-Grounds	72,000		0		72,000
525640	Maintenance & Repairs Services-Equipment	2,619		0		2,619
525710	Equipment Rental	12,750		0		12,750
526200	Ads & Legal Notices	1,225		0		1,225
526310	Printing Services	5,225		0		5,225
526410	Telephone	7,000		0		7,000
526420	Postage	1,000		0		1,000
526510	Mileage Reimbursement	1,800		0		1,800
526800	Training, Tuition, Conferences	5,300		0		5,300
526900	Misc. Other Purchased Services	220		0		220
529910	Uniform Supply	7,100		0		7,100
528100	License, Permits, Payment to Agencies	221,560		0		221,560
528310	Real Property Taxes	88,500		0		88,500

<b>Total Materials &amp; Services</b>	<b>703,379</b>	<b>38,500</b>	<b>741,879</b>
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Capital Outlay

574510	Construction Work/Materials-Improvements	41,500	0	41,500
574520	Construction Work/Materials-Buildings	26,750	(23,500)	3,250

<b>Total Capital Outlay</b>	<b>68,250</b>	<b>(23,500)</b>	<b>44,750</b>
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<b>Total Operations &amp; Maintenance</b>	<b>33.35</b>	<b>1,882,866</b>	<b>0.00</b>	<b>15,000</b>	<b>33.35</b>	<b>1,897,866</b>
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**Regional Parks and Greenspaces Department (Planning and Capital Devel.)**

<b>Total Planning &amp; Capital Development</b>	<b>8.45</b>	<b>2,677,001</b>	<b>0.00</b>	<b>0</b>	<b>8.45</b>	<b>2,677,001</b>
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**Exhibit B**  
**Ordinance No. 95-620**  
**FY 1995-96 SCHEDULE OF APPROPRIATIONS**

	Current Appropriation	Revision	Proposed Appropriation
<b>REGIONAL PARKS AND EXPO FUND</b>			
Regional Parks and Greenspaces			
Personal Services	1,832,791	0	1,832,791
Materials & Services	1,808,830	38,500	1,847,330
Capital Outlay	1,174,700	(23,500)	1,151,200
<b>Subtotal</b>	<b>4,816,321</b>	<b>15,000</b>	<b>4,831,321</b>
Expo Center			
Personal Services	525,266	0	525,266
Materials & Services	1,233,245	0	1,233,245
Capital Outlay	191,450	0	191,450
<b>Subtotal</b>	<b>1,949,961</b>	<b>0</b>	<b>1,949,961</b>
General Expenses			
Interfund Transfers	640,736	0	640,736
Contingency	392,397	(15,000)	377,397
<b>Subtotal</b>	<b>1,033,133</b>	<b>(15,000)</b>	<b>1,018,133</b>
Unappropriated Balance	1,376,409	0	1,376,409
<b>Total Fund Requirements</b>	<b>\$9,175,824</b>	<b>\$0</b>	<b>\$9,175,824</b>

**All Other Appropriations Remain As Previously Adopted**

**NOTE:** The "Current Appropriation" reflected in this ordinance assumes adoption of Ordinance No. 95-618

AGENDA ITEM 6.3  
Meeting Date: November 2, 1995

**Ordinance No. 95-619. Amending the FY 1995-96 Budget and Appropriations Schedule to Implement the Open Spaces Work Program, Adding 7.63 FTE in Various Funds, Transferring \$87,180 From the General Fund to The Regional Parks and Expo Fund, and Transferring Appropriations Within the Support Services and Open Spaces Fund; And Declaring an Emergency.**

## FINANCE COMMITTEE REPORT

CONSIDERATION OF ORDINANCE NO. 95-619, AMENDING THE FY 1995-96 BUDGET AND APPROPRIATIONS SCHEDULE TO IMPLEMENT THE OPEN SPACES WORK PROGRAM, ADDING 7.63 FTE IN VARIOUS FUNDS, TRANSFERRING \$87,180 FROM THE GENERAL FUND TO THE REGIONAL PARKS AND EXPO FUND, AND TRANSFERRING APPROPRIATIONS WITHIN THE SUPPORT SERVICES AND OPEN SPACES FUND; AND DECLARING AN EMERGENCY

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Date: October 27, 1995

Presented by: Councilor Washington

**Committee Recommendation:** At the October 26 meeting, the Committee voted 5-0 to recommend Council adoption of Ordinance No. 95-619. Voting in favor: Councilors McCaig, McFarland, McLain, Monroe, and Washington. Councilors Kvistad and Morissette were absent.

**Committee Issues/Discussion:** Jennifer Sims, Chief Financial Officer, and Charlie Ciecko, Parks and Greenspaces Director, presented the staff report and reviewed the purpose of the ordinance. Sims noted that the Open Space Implementation Work Plan had previously been reviewed by the Council and that the staffing proposal in the proposed ordinance is based on that plan.

Ciecko explained that a placeholder budget had been included in the FY 95-96 budget with the understanding that a more detailed budget would be proposed when an implementation plan was completed. Ciecko noted that the ordinance proposes the hiring of 17.65 FTE, though the ordinance recognizes only 7.63 FTE because the positions will be hired at varying times during the middle of the fiscal year.

The ordinance includes three different transactions. First, a total of \$87,180 would be transferred from the General Fund to the Regional Parks and Expo Fund to fund the hiring of a Parks Supervisor and provide for management agreements related to land banking of properties purchased through the Open Spaces program. Ciecko noted that over 730 acres of land will probably be purchased before the end of the year and that 6,000 acres may ultimately be purchased.

Second, the ordinance would transfer 141,271 to the Office of General Counsel to fund the hiring of 4.25 FTE. These FTE would include two law clerks, an appraiser, a .75 FTE Senior Counsel, and some existing staff costs. This staff would be responsible for various due diligence issues and would report to the General Counsel. The purpose of this division of staff is to separate the negotiation of purchase agreements from the addressing of due diligence issues.

Third, the ordinance moves various funds within the Regional Parks and Expo Fund to hire the following positions, one senior manager (overall program manager), one manager (negotiations), one senior

administrative services analyst (budget and finance), four target area specialists, one senior public affairs specialist, two associate regional planners, and two office support personnel.

Councilor McCaig noted that the initial work plan envisioned a longer phase in period, but that staff determined that moving at a faster pace could increase the number of properties that could be purchased under the program.

Councilors McCaig and McLain questioned what would happen to staff when the needs of the program began to slow down. Both Dan Cooper, General Counsel, and Charlie Ciecko noted that prospective employees for the program would be told that the acquisition program was of limited duration.

McLain asked what the level of administrative overhead was for the program. Ciecko responded that the goal for the length of the program was 7%. He noted that in the first year, certain up front costs such as GIS and refinement costs, would result in higher overhead costs.



## REGIONAL PARKS AND GREENSPACES STAFF REPORT

IN CONSIDERATION OF ORDINANCE 95-619 AMENDING THE FY 1996-96 BUDGET AND APPROPRIATIONS SCHEDULE TO IMPLEMENT THE OPEN SPACES WORK PROGRAM, ADDING 7.63 FTE IN VARIOUS FUNDS, TRANSFERRING \$87,180 FROM THE GENERAL FUND TO THE REGIONAL PARKS AND EXPO FUND, AND TRANSFERRING APPROPRIATIONS WITHIN THE SUPPORT SERVICES AND OPEN SPACES FUND; AND DECLARING AN EMERGENCY.

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Date: October 5, 1995

Presented by: Charles Ciecko  
Jim Desmond

### FACTUAL BACKGROUND AND ANALYSIS:

This budget action amends the Budget and Appropriations schedule to reflect the changes necessary to implement the Open Spaces Work Plan. This Work Plan was presented to Council October 5, 1995 and a copy of that plan is attached as an Exhibit to this staff report.

This action amends the Open Space Fund by recognizing staff needed to implement the program by transferring appropriations within the Open Spaces Fund to reflect the approved work program.

This action transfers \$141,271 from the Support Services Fund Contingency to the Office of General Counsel, adding 2.63 FTE to provide needed legal services for the Open Spaces program. The funding source for this action is a transfer of direct costs from the Open Spaces Fund.

This action transfers \$87,180 from the General Fund to the Regional Parks and Expo Fund to support the Land Banking needs of the program that cannot be funded from the Open Spaces Bond Measure. This reflects the addition of a full time Park Supervisor to manage contracted staff and contracts that maintain the expected 6,000 acres of land to be purchased. Estimates of future years needs for General Fund dollars to support Land Banking are included in the Work Plan.

A previous action transferred funds from the General Fund to allow the buildout of office space to accommodate new staff.

### Executive Officer's Recommendation:

The Executive Officer recommends adoption of Ordinance No. 95-619.

*FINAL DRAFT*

OPEN SPACE  
IMPLEMENTATION  
WORK PLAN



*METRO*

*REGIONAL PARKS AND GREENSPACES  
DEPARTMENT*



600 N.E. Grand Ave., Portland, OR 97232-2736 (503) 797-1850

October 1995

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**Open Space Implementation Work Plan  
October 1995**

## Open Space Acquisition Program Implementation Work Plan

### INTRODUCTION

On May 16, 1995, Metro voters approved a \$135.6 million bond measure to purchase land for parks, open spaces and trails. The funds will be used to purchase about 6,000 acres (acquisition goal) of regionally significant open spaces in 14 target areas, help establish 5 regional trails and fund about 90 local government parks projects. Implementation of Measure 26-26 directly supports the policies and goals of the Metropolitan Greenspaces Master Plan, Regional Urban Growth Goals and Objectives (RUGGO) and the 2040 Concept Plan.

A preliminary implementation strategy for the bond measure was generated in February 1995. At the request of Executive Officer Mike Burton, an Implementation Strategy Committee was convened to obtain advice from real estate experts representing public, private and non-profit organizations. A copy of this report is included in the Appendix.

Among other bond related activities, the 90 days since June 1 have been utilized to develop this Open Space Implementation Work Plan. This document provides the framework within which implementation activities will proceed. It is the product of a collaborative effort of a committee which included Metro managers, legal counsel, executive staff and Councilor Patricia McCaig. A complete list of the Oversight Committee is included in the Appendix.

Based on the initial recommendations of the Implementation Strategy Committee, a number of implementation options were reviewed and evaluated. From that process, it has been determined that this plan represents the best approach to maximizing the return on the voters' investment in a timely and business-like manner.

The work plan is based on the following Oversight Committee findings:

- The amount of land potentially available in each regional target area and trail project exceeds the dollars available for purchase.
- It is imperative that implementation efforts complement the 2040 Concept Plan.
- There is a need to prioritize acquisition efforts in each target area to achieve pre-determined objectives (hereafter referred to as "*Refinement*").
- Local governments, citizens and other stakeholders should be afforded the opportunity to help determine objectives (and thereby land acquisition priorities) for each target area.

- Metro acquisitions should protect regional scale open space and natural areas consistent with the Metropolitan Greenspaces Master Plan.
- The properties within many of the target areas and trail corridors are subject to intense development pressure and cost inflation. Consequently, there is a need to begin *refinement* and acquisition in all the areas as soon as possible in order to achieve or exceed the acreage goals of Measure 26-26.
- Up to 2,000 properties may be acquired by Metro in the coming years. Therefore, it is essential that acquisition be done in an efficient and timely manner. To facilitate this process, the Metro Council should adopt *Acquisition Parameters* which authorize the Executive Officer to close land transactions without Council approval when specific conditions are met.
- Metro employees possess many unique skills and abilities. The Open Space Program should make every effort to utilize the specialized skills of certain staff from other departments when feasible.
- Unique land acquisition opportunities may present themselves prior to the adoption of the target area *refinement* plans. An *Early Acquisition Opportunity* process is needed to ensure that if properties considered critical to a target area come on the market, Metro has the ability to evaluate the situation and move in a timely manner, if appropriate.
- Measure 26-26 set aside \$25 million for local government greenspace projects. Many of these projects are ready to implement immediately. In order to allow this to occur as soon as possible, Intergovernmental Agreements (also referred to as IGAs) between Metro and the 26 local governments should be processed throughout Fall 1995. Local governments will be reimbursed for project expenditures as they occur. Refer to the Appendix for sample IGA.
- *Land Banking* functions will increase as land is acquired. Additional analysis is required to determine who will perform this function and the appropriate source of revenue.
- Metro should provide the appropriate staff to negotiate and process land acquisitions in all the target areas in a cost effective and business-like manner. Metro should seek to utilize the assistance of non-profit organizations to complement staff acquisition efforts.

## REFINEMENT

### Definition:

"*Refinement*" is the public process whereby Metro adopts specific geographical boundaries and objectives for each target area and trail project.

### Rationale:

A *refinement* process is necessary for each of the 14 target area sites and trail projects because the amount of land available in each target area exceeds the dollars available for purchase, or in the case of trails, the exact alignment of the trail is not known. In addition the process allows public comment and involvement in the prioritization of bond monies.

### Components:

The *refinement* process will consist of the following steps:

- Stakeholder interviews. Metro staff or consultants will interview all parties, including local governments, neighborhood associations, CPOs and 'friends' groups, who might have information or interest relating to the target area or trail.
- Analysis: Stakeholder interviews and base data will be reviewed and preliminary objectives formulated. Based on those objectives a refinement area acquisition boundary line will be drawn. This boundary will be reflected on the refinement map which will be non-tax lot specific and will include more acreage than the target area goal. This will help retain Metro's negotiating power and will address concerns from property owners within the boundary who do not wish to sell. The draft refinement area map will be reviewed with the Growth Management Department to assure consistency with the 2040 Concept Plan.
- Citizen workshops: The draft refinement map and preliminary objectives will then be presented at a public workshop(s) for citizen comment. The number of workshops will depend on the size, complexity and amount of prior planning each area has received. For instance, the Forest Park Target Area has an adopted plan (City of Portland Forest Park Management Plan). On the other extreme, the East Buttes/ Boring Lava Dome Target Area encompasses thousands of acres, 5 jurisdictions and has had no plan for the resource as a whole. With financial resources for only 545 acres, the need for a thorough planning process is evident.
- Regional Parks and Greenspaces Advisory Committee (RPAC): The draft refinement plan and the input from the citizen workshops will be presented to the RPAC with a staff recommendation. This is a public hearing opportunity. RPAC will take testimony and forward a recommendation to Metro Council.

- Council Review: Council will take testimony and adopt a *refinement* plan for the target area or trail. The *refinement* plan at Council level will include a confidential tax lot specific map identifying priority properties for acquisition. Once the plan has been adopted the acquisition of property from willing sellers will begin.

## ACQUISITION PARAMETERS

### Definition:

"*Acquisition Parameters*" are a pre-approved set of criteria or conditions under which the Executive Officer and his/her designees are authorized to negotiate and complete land acquisition transactions related to the implementation of Measure 26-26.

### Rationale:

The creation of pre-approved *acquisition parameters* will permit the agency to deal with willing sellers in a timely and business-like manner and allow the Council to focus on policy level issues.

### Acquisition Parameters:

The Metro Council authorizes the Executive Officer and his/her designees to negotiate and close real estate transactions related to Measure 26-26 provided the following criteria/conditions are met:

- The landowner is a "willing seller."
- The property has been identified on the target area "confidential refinement map" as adopted by the council
- The property owner has agreed to sell at a price which is not above fair market value. Note: Metro will actively solicit donations and bargain sales
- A full narrative appraisal has been prepared by an independent certified appraiser, reviewed by Metro's staff appraiser, and the Metro staff appraiser shall make a final determination of the fair market value of the property. Where the Metro staff appraiser determines the fair market value is higher than the amount established by the independent appraiser, the staff appraiser shall prepare a detailed report setting forth the basis for such finding. This report will be addressed to the Executive Officer who shall make the final determination whether to approve the acquisition.
- The purchase price is within the established budget for the specific target area.
- "*Due Diligence*" efforts have been completed and no unusual circumstances have been found to exist. (See following section on *Due Diligence*.)
- The Executive Officer or his/her designees shall prepare and present to the Council quarterly updates summarizing acquisition activity in each of the target areas.

### Exceptions:



In the event that unusual circumstances are found to exist during the *due diligence* process, or if the cost of the property as determined by Metro's staff appraiser, is more than 5% above the fair market value as determined by an independent certified appraiser, the transaction, prior to being presented to the Executive Officer, shall be referred to an "Acquisition Committee" which shall review the transaction and develop a "confidential" recommendation.

The acquisition committee shall be composed as follows: legal counsel, staff appraiser, Parks Advisory Committee member, Open Space program manager, Regional Parks and Greenspaces Department (RPAG) director, and a member of the Executive Officer's staff.

The acquisition committee's confidential recommendation shall be forwarded to the Executive Officer. The Executive Officer shall review the recommendation and determine whether he/she supports or opposes the recommendation and convey this determination and the acquisition committee recommendation to all members of the Council within five (5) working days. This information shall remain confidential.

Should any Council member disagree with the Executive Officer's recommendation, he/she shall schedule the issue for an "Executive Session."

If after five (5) working days, the issue has not been scheduled for Executive Session, the Executive Officer's recommendation shall be implemented.

## DUE DILIGENCE

### Definition:

"*Due diligence*" is the systematic inspection of the legal title and physical condition of real property before that property is purchased. *Due diligence* should be conducted far enough in advance of closing that resolvable problems can be adequately addressed and that any deal-breaking issues are discovered before too much effort is wasted on a futile transaction.

### Rationale:

*Due diligence* assures protection of public investment in open space.

### Components:

The primary areas of *due diligence* are described below. A more detailed list of items examined may be found in the Appendix under "Option Exercise and Closing Checklist"

- Appraisal: An appraisal of the property must be completed to determine the fair market value and provide other useful information about the property, such as allowable uses, existing structures, and potential management issues.
- Examination of Title:
  1. Metro must satisfy itself that the property is the seller's to sell, that it understands what rights will be conveyed, that all parties necessary for the conveyance are involved, and that any rights that are not a part of the transaction will not defeat the purpose of the acquisition.
  2. *Due diligence* requires the review and inspection of the title report and related documents, including the deed to the current owner, recorded easements and other encumbrances, severed interests, water rights, access, taxes, liens, etc.
  3. Other documents which need to be inspected include unrecorded leases with existing tenants or farmers, management agreements, records pertaining to personal property, surveys, and agreements the seller may have entered into that may not be of record.
- Inspection of the Property:
  1. Location of Boundaries - *Due diligence* requires the review of any existing survey of the property. Absent a survey, Metro should identify the known or assumed property boundaries. Additionally Metro must identify that both legal and physical access to the property exist and are usable.
  2. Physical Inspection - Metro must physically inspect the property for environmental assessment purposes and to identify possible hazards, unrecorded easements and

trespassers, evaluate the condition of any structures and improvements (roads, fences, utilities).  
"Greenspaces Site Assessment Procedures" are included in the Appendix.

## EARLY ACQUISITION OPPORTUNITIES

### Definition:

An "*Early Acquisition Opportunity*" is a situation wherein the Executive Officer and the Council determine that a specific parcel of land (not optioned by Metro prior to the election) should be purchased or optioned prior to the completion of the *refinement* process due to its unique attributes and limited duration availability.

### Rationale:

The sale of real estate is driven by the needs and desires of the owner. In some cases, the sale of desirable parcels may precede the completion of target area *refinement*. *Early Acquisition Opportunities* provide a process for dealing with this potential situation in a timely fashion thereby avoiding lost opportunities.

### Early Acquisition Opportunity Process:

The Open Space Project Manager, and Regional Parks and Greenspaces Department Director shall determine when to initiate this process

- At the direction of Open Space Project Manager, staff shall assemble relevant information pertaining to the potential *Early Acquisition Opportunity*. Relevant information shall include:
  1. Parcel location and tax lot information
  2. Parcel size
  3. Owner information
  4. Advertised or requested price
  5. A narrative describing the natural and man-made characteristics of the parcel
  6. A narrative describing the rationale for identifying the parcel for consideration as an *Early Acquisition Opportunity*
- The information noted above shall be forwarded to the acquisition committee which shall review the information and develop a confidential recommendation. Before the acquisition committee may recommend action to purchase the property or acquire an option to purchase the property, they shall find:
  1. The parcel is located in a target area or trail area specified in Measure 26-26.
  2. The parcel is in a target area or trail area which does not have an adopted *refinement* plan.
  3. There is a willing seller.

4. There is a demonstrated need to purchase the parcel or acquire an option to purchase the parcel as soon as possible and in advance of the completion and adoption of the *refinement* plan.

5. There is a high level of certainty that the parcel will ultimately be included in the final *refinement* plan due to its size, location, unique natural characteristics or other factors which may be found relevant.

- The acquisition committee shall forward its confidential recommendation to the Executive Officer. The Executive Officer may authorize staff to initiate negotiations with the land owner.
- When the Executive Officer authorizes staff to initiate negotiations with the owner of a potential *Early Acquisition Opportunity*, he/she shall confidentially advise members of the Council within five (5) work days.
- All transactions which are treated as *Early Acquisition Opportunities* shall be subject to the review and approval of the full Council.

## STABILIZATION

### Definition:

"*Stabilization*" consists of the initial actions exercised after purchase of property required to stabilize and prevent degradation of the property and secure the site to minimize health and safety risks. These actions are one-time only. (Maintenance of "*stabilized*" properties is addressed in the "*land banking*" section.)

### Components:

After closure on acquisition sites, there will be immediate *stabilization* needs as determined by Metro staff. These needs are highly dependent on the property condition, parcel size and location, and existing land uses, both on the subject property and adjoining properties. Examples of these needs include:

- access control such as installation of fencing and gates
- installation of signs
- removal of trash and illegal dump sites
- outline hazard mitigation needs (i.e., underground tanks removal, asbestos abatement)
- demolition of derelict structures such as houses and utility buildings
- control of nuisances that pose increasing *land banking* costs if not initially addressed (i.e., pest plant control, erosion control)
- outline site *land banking* needs that include property management roles and responsibilities (i.e., recommend rental/lease agreements, establish caretaker role) and an outline of resources monitoring needs.

### Process:

- *Stabilization* needs will be assessed by staff during a site visit as part of *due diligence* prior to closure on the property purchase.
- An outline of a *stabilization* and *land banking* work plan for each site will be developed and included in the property purchase file.
- *Stabilization* needs will be addressed by staff immediately after closing, utilizing contractual services or Metro operations and maintenance staff, whichever is cost effective and timely.

A list of *land banking* needs will be forwarded to Regional Parks and Greenspaces Maintenance and Operations Division or other appropriate staff.

**Cost Estimates:**

*Stabilization* costs will vary from site to site, depending on site condition at the time of purchase or provisions of the purchase agreement. All *stabilization* costs will be covered by bond funds.

## LOCAL SHARE

### Definition:

“*Local Share*” is the portion of Bond Funds to be passed through to local park providers for neighborhood and community scale greenspace projects as described in the bond measure.

### Components

- Twenty-six (26) local park providers in the region are eligible to receive funds from Metro's Open Space Bond Measure to carry out local greenspace and trails projects. The park providers submitted approximately 90 local greenspace and trail projects to Metro last year. A listing of the agencies eligible to receive funds and their project lists is included in the Appendix
- Local share funds may only be used for greenspace and trails related projects. For example, funding for active recreational projects such as ball and soccer fields, swimming pools, tennis courts and community centers are not eligible. A listing of the Local Share Guidelines is in the Appendix
- Local park providers may choose to fund locally significant and neighborhood greenspace and trail projects and/or work with Metro to jointly fund regionally significant greenspace and trail projects that are within their geographic boundaries (e.g., a regional project could be jointly funded with local share dollars and regional dollars.)
- Funds may be used for land acquisition and/or capital improvements. The related planning, design and engineering costs of the projects are also eligible activities. For capital improvement, Metro will reimburse local park providers for costs. For land acquisition projects, Metro will provide funds to an escrow account prior to closing.

### Cost Estimates:

- \$25 million is available to fund the local share projects.
- A list of the funding allocations to each of the 26 local park providers is included in the Appendix.

### Intergovernmental Agreements:

- Each local park provider will enter into an Intergovernmental Agreement (IGA) with Metro to carry out its projects. Included in each IGA will be the list of locally approved projects, reimbursement procedures and project guidelines.



- Project changes and amendments to the IGA are allowed, but they must meet the criteria for reallocation to a different project as written in the bond measure (i.e., 'project site becomes degraded, cost prohibitive or otherwise not feasible.') Metro Parks and Greenspaces staff must approve the requested change, and the local governing body must approve the change which must include a public process (e.g., public meeting, hearing, etc.).

A copy of the IGA is included in the Appendix.

**Time-Frame:**

- IGAs are for a period of three years. Extensions may be granted.
- Local park providers have estimated when projects will be completed in each of the three coming years.

**Multnomah County Local Share:**

It is anticipated that Metro will administer the county's funds and projects via an Intergovernmental Agreement (IGA).

**Funding and Leveraging Opportunities/Strategies:**

While a local match is not required of the park providers to receive Metro Bond Measure funds, it is the intent of Metro to encourage local park providers to use Measure 26-26 funds to leverage additional financial resources. Leverage opportunities include: local levies, and capital improvement funds; dedications from developers; system development charges, private funds, corporate and foundation funds, private property donations; and federal and state funds.

**Maintenance Responsibility:**

Local jurisdictions are responsible for operations and maintenance of the project sites and facilities.

## LAND BANKING

### Definition:

“*Land Banking*” is the set of long-term management activities which are intended to maintain a given property in a stable condition for an interim period of time. *Land banking* costs are influenced by a variety of factors which include:

- size of parcels
- geographical distribution of parcels
- surrounding land uses
- traditional or “informal” uses
- type of structure(s) (if any) on sites
- interim public use policy

### Components:

*Land banking* activities which might reasonably be expected for newly acquired lands include:

- enforcement of park related rules and regulations
- maintenance of fencing, gates, and signs
- hazard mitigation
- nuisance abatement
- resource monitoring
- monitoring structures
- contract administration (potential life estates or other interim use arrangements)

### Cost Estimates:

In anticipation of the 1992 bond measure referral, Metro’s Finance Department surveyed several park providers (Portland Parks, East Bay Regional Park District, Mid-Peninsula Open Space District, Gresham Parks, and King County, WA) and estimated a generic land banking cost of

\$35.00 per acre, per year. This amount was acknowledged to be at the extreme low end of the range.

Further analysis has resulted in an adjustment of the 1992 figure and the establishment of an estimated cost range of \$45.00 - \$85.00 per acre, per year.

Based on the range noted above and the assumption that a successful bond measure would result in the acquisition of 6,058 acres, all of which will be owned by Metro, the estimated annual cost of land banking is \$272,610 - \$514,930. As all land will not be acquired at once, it is anticipated that *land banking* costs will be phased in as land is acquired.

For financial planning purposes, it is recommended that \$500,000 per year be the standard figure used as the estimated cost of this function.

Staff believes that *land banking* may be accomplished for less than the figure noted above by making every effort to utilize the following strategies:

- life estates
- lease/rental agreements
- partnerships with volunteers and "friends" groups
- agreements with other park providers
- contracts with private service providers (when shown to be cost effective)

## STAFFING

### Definition:

"*Staffing*" will be accomplished by hiring qualified professional staff for limited duration to implement the bond measure. In addition to normal hiring practices, executive loans, use of existing Metro staff, etc. should be explored and utilized where feasible.

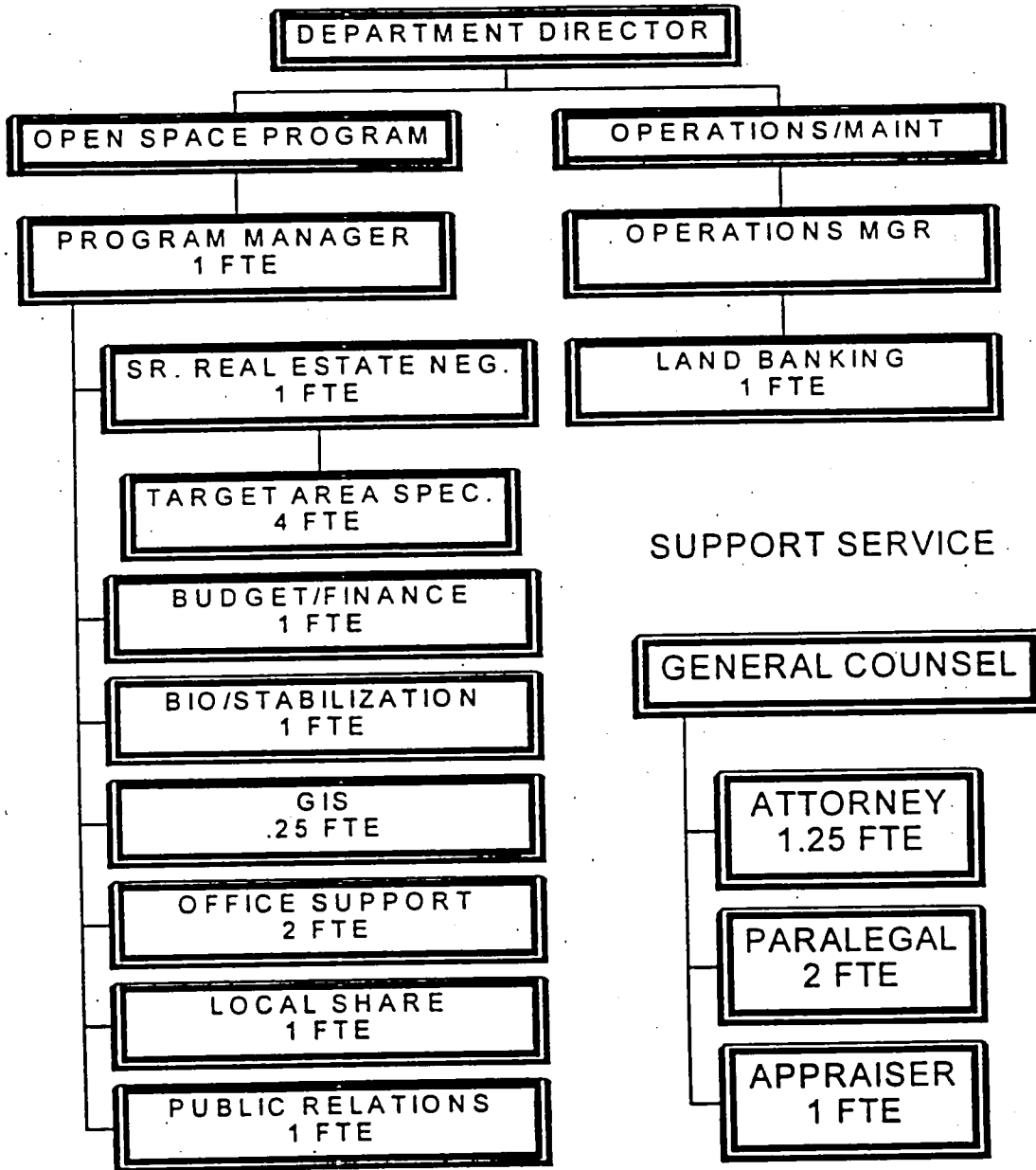
### Components:

- Program Manager: Responsible for implementation and general management of the \$135 million Open Space Acquisition Program.
- Senior Real Estate Negotiator: Oversee Target Area Specialists, coordinate with Land Trusts, obtain outside funding to leverage bond monies and contract with acquisition related service providers.
- Target Area Specialists: Negotiate the purchase of property and easements in specific target areas and trails, provide first point of contact for citizens and local governments, work with land trusts, and assist in the procurement of leverage opportunities and land donations. Assist with *refinement* process.
- Financial Analyst: Responsible for bond monies expenditures, contracts, and budgets (general program budget, target area and trails budget, and local share budgets).
- Appraiser: Establish the negotiation price for specific properties, review independent appraisals based on industry standards, advise Metro on final purchase price and help establish target area budgets.
- Biologist /Stabilization: Review each property, and develop and implement a *stabilization* work plan. The plan will determine what actions are necessary to minimize health and safety issues prior to becoming a land banked property. Assist with *refinement* process.
- Geographic Information Specialist: Create maps for public meetings, provide base data for the refinement process. Assist Target Area Specialists in acquiring specific property information such as ownership, assessors information, most recent sales etc.
- Office Support: Provide clerical support and reception services for the Open Space Acquisition Program and serve as additional point of contact for interested citizens.
- Attorney: Advise staff, Council and the Executive Officer on bond specific and property specific issues, oversee paralegal and *due diligence* process, and review legal documents.

- Paralegal: Review and prepare documents for all property transactions, and provide assistance to Target Area Specialists and Attorney on *due diligence* procedures.
- Local Share Specialist: Responsible for the distribution of Local Share monies to 26 jurisdictions, provide assistance to local governments in complying with the bond measure obligations, administer Multnomah county local share projects, and pursue leverage opportunities.

# OPEN SPACE ORGANIZATION CHART\*

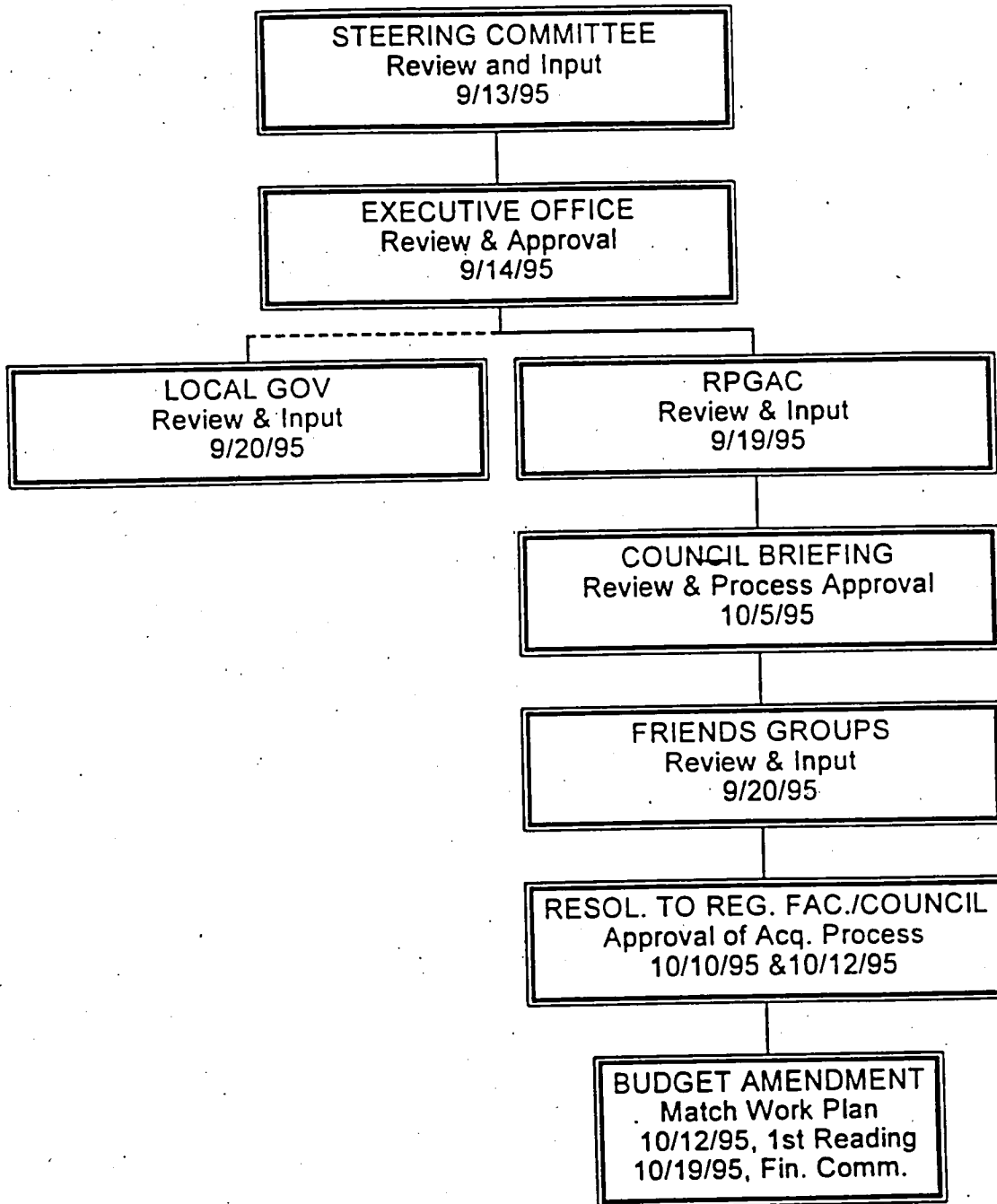
REGIONAL PARKS AND GREENSPACES\*\*



\* (Assumes Full Operation, Year 2)

\*\* (Reflects only a portion of Regional Parks and Greenspaces)

# WORK PLAN REQUIRED ACTION TO IMPLEMENT



## *Appendix*

### **A. INTRODUCTION**

Implementation Strategy Committee Report . . . . .	A.1.1-1.8
Oversight Steering Committee Membership . . . . .	A.2

### **B. DUE DILIGENCE**

Option Exercise and Closing Checklist . . . . .	B.1.1-1.6
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### **C. LOCAL SHARE**

Local Share Project Allocations . . . . .	C.1
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Intergovernmental Agreement (IGA) . . . . .	C.3.1-3.11

### **D. FINANCIAL PROJECTIONS**

Work Plan Budget Projections . . . . .	D.1.1-1.12
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**Open Space, Parks, and Streams Bond Measure  
Implementation Strategy Committee Recommendations  
February 6, 1995**

The Implementation Strategy Committee ("Committee") was convened at the request of Executive Officer Mike Burton to provide him with advice on how Metro should approach the implementation of the Open Space, Parks, and Streams Bond Measure if it is approved by the voters on May 16, 1995. The Committee included the following individuals:

John Bates Financial Consultant	Maurene Bishop Pacific Power and Light	Ernie Platt Matrix Development Co.
Jim Desmond The Trust for Public Land	John Gould Lane, Powell, Spears, Lubersky	John Sherman Friends of Forest Park
Russell Hoeflich The Nature Conservancy	Isaac Kalisvaart HGW, Inc.	Ed Simpson US Bancorp

The Committee met twice with members of the Metro Executive Officer's staff and the Parks, Finance, and General Services Departments in developing their recommendations. They have agreed to meet one more time in the future to offer additional advice, if required.

The Committee's charge from Executive Officer Burton was to help the staff answer the question:

*"If the Open Space, Parks, and Streams Ballot Measure is approved on Tuesday, what will we do on Wednesday?"*

In answering this question, the Committee considered Metro's program objectives and plans for the potential use of the Bond funds in order to better understand what will be required to achieve those purposes. They did not, however, discuss or offer advice regarding the program specifics (i.e., sites, priorities, costs, etc.)

**\*\*\*\*\* Background \*\*\*\*\***

Collectively, the Committee has extensive experience in real estate acquisition and development, financing, property management, trail and natural resource protection and management, and related fields. After the initial informational meeting, a "brainstorming" format was used for tapping their collective expertise and while there were no formal votes on recommendations, there seemed to be a general consensus on most points. (NOTE: All of the Committee members were given an opportunity to review a draft of this report and any dissenting or clarifying comments have been incorporated into the body of the report.)

This section is intended to provide the reader with some brief background which will provide a context for the recommendations which follow.

### Metropolitan Greenspaces Master Plan

The basis for the bond measure is the **Metropolitan Greenspaces Master Plan**. Adopted in 1992, the Greenspaces Master Plan is the growth management strategy which details the vision, framework, goals and objectives for a cooperative interconnected system of parks, natural areas, greenways and trails for wildlife and people. The Plan identifies 57 regionally significant natural areas and 34 regional trails and greenways which are intended to link these and our existing parks and greenspaces. Implementation of the Plan is intended to assure that places for nature and outdoor recreation are protected as our region continues to grow.

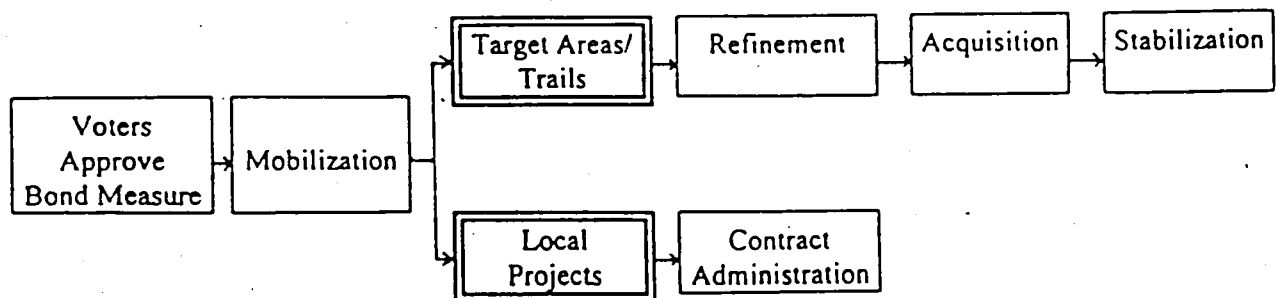
### Proposed Open Space, Parks, and Streams Bond Measure

Based on the recommendations of advisory groups and the general public, Metro has referred a bond measure to the voters which will authorize the issuance of \$135.6 million in general obligation bonds. These funds will be focused in three specific areas:

- ◊ to acquire 6000 acres in 14 specific regionally significant target areas.
- ◊ to acquire four regionally significant trail corridor segments and to actually construct trail improvements for a fifth segment.
- ◊ to share \$25 million of the bond proceeds among the cities, counties, and parks districts within the region for them to buy land and/or build facilities to enhance public use and enjoyment of locally significant natural areas.

### Implementation Process

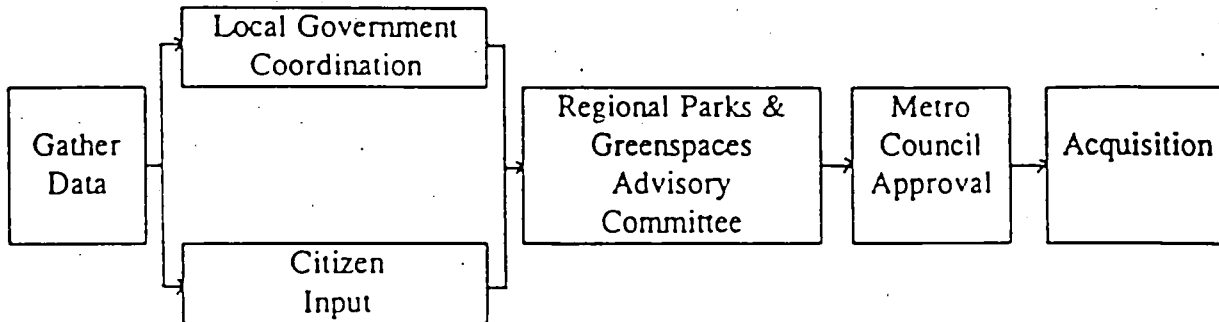
The Committee organized its discussion around the major activities or sequence of events associated with the implementation of the Bond Measure. The chart below is intended to summarize this sequence of events. Each will be defined more precisely as an introduction to the Committee's recommendations in that area. (NOTE: These events are discussed in non-chronological order in order to facilitate a clearer understanding of the requirements and recommendations.)



\*\*\*\*\* Recommendations \*\*\*\*\*

**Refinement**

While many of the areas targeted for acquisition are specifically defined, there are others which are described more generally (e.g., a trail may be designated along a stream but a specific corridor has not yet been determined). The process of more specifically defining what is to be acquired is identified as "refinement". As discussed by the Committee, the refinement process includes the following steps:



According to the Committee, this process is critical in allowing for:

- ◊ Citizen involvement;
- ◊ Awareness of local government plans;
- ◊ Approval from and parameters set by Metro Council in advance of negotiations; and (thus)
- ◊ Most efficient use of staff/contractor time.

Additionally, the Committee made the following recommendations:

- Use the Regional Parks and Greenspaces Advisory Committee to help staff develop and screen potential acquisition targets and parameters. (In other words, advise staff and Council on the specific game plan for each acquisition area without getting involved in the specific real estate transactions.)
- Staff should prepare, for its own use, detailed tax lot maps for each target area and color code them to reflect key features, general purpose, and other pertinent information which will help determine which parcels need to be acquired/controlled. Acquisition objectives should be very specific before beginning the formal acquisition process.
  - For what purpose (generally) is the land to be acquired?
  - Which tax lots or portions thereof are to be targeted?
  - Which ones are essential (don't want any of the adjacent ones if this one isn't available) and which ones are desirable as buffers?
- While it is important to determine what the purpose is in acquiring specific parcels, it is also important not to get too specific in establishing the official screening parameters.
  - The more specific your plans, the tighter the negotiation points and the more "precious" the land becomes.

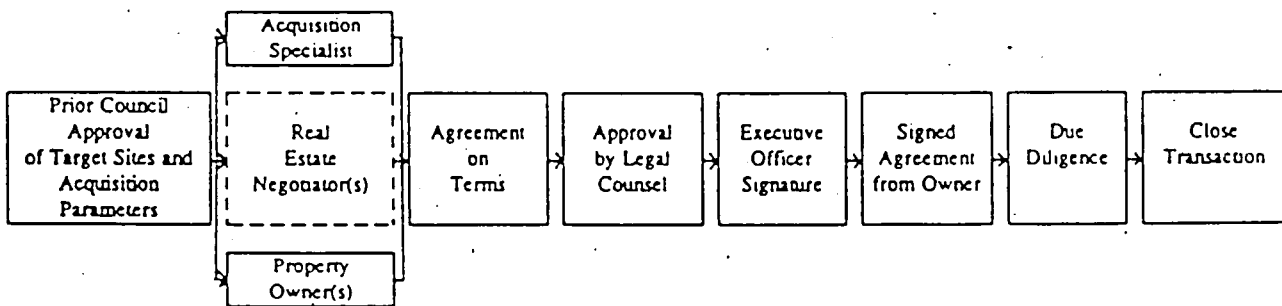
- Tax lots would not be made public knowledge.
- Individual real estate negotiations should be kept confidential.
- Maximize coverage/publicity of the overall plan, the specific strategies and target sites; get the community involved as an active partner.
  - Consider processes like those which have been used in Massachusetts and eastern Maryland where the government basically held community meetings where they explained what they wanted to accomplish and how much money they had to spend and then let the community figure out (negotiate) how to achieve that purpose.

### Acquisition

The process for acquiring the rights to the land is referred to here as "acquisition". In many cases, this may be for an actual fee simple purchase of the land, but it is also likely to include a number of other transactions (as discussed below) which may provide the access/protection that is desired without actually purchasing the fee interest in the property.

- Streamline the acquisition process as much as possible; this, typically reduces both land and acquisition costs and improves the odds of success.

The Committee recommended a streamlined acquisition process, summarized below:



This recommended process incorporates three basic changes to that which is currently used in the options program:

1. It charges the Regional Parks & Greenspaces Advisory Committee with helping to define the appropriate, *specific* target sites and appropriate acquisition parameters (i.e., the limits within which the staff must negotiate).
2. It asks the Metro Council to review and approve the staff and Regional Parks and Greenspaces Advisory Committee recommendations on specific target sites and acquisition parameters prior to beginning the acquisition process. It then eliminates the need for further Council approvals of individual real estate transactions (providing those transactions are fully within the established parameters).
3. It has the Executive Officer sign legal agreements before they are submitted to the property owner. This allows for greater control and, again, will help speed the process.

- It is desirable to use options initially rather than direct purchases whenever possible in order to avoid ending up with numerous disaggregated parcels which do not achieve the intended purposes. Ideally, these options would not be exercised until all of the essential parcels within a given target area have been "tied up".
  - The options should be price specific (not just as appraised for "fair market value") in order to minimize surprises and wasted efforts.
  - Options for a year or more are desirable but difficult to negotiate.
  - In many cases, it may be virtually impossible to obtain options (or at least, cost effective ones).
- In general, it is not a good idea to purchase land that may not be desired/needed ultimately. There may be specific instances where it makes good sense to purchase a larger parcel and then sell an unneeded portion, or to buy land that can't be protected any other way before you have other essential parcels tied up. Many people believe that government already owns too much unused land and it will certainly create some controversy if Metro proposes in the future to sell land which is perceived to have any natural resource value.
- Do not use fee simple purchases exclusively; consider a very wide range of tools which may be appropriate to the intended purposes and are potentially less expensive. Although there was no attempt to create a comprehensive list of the tools which might be considered, some of the tools mentioned specifically included: donations, purchase of timber or development rights, sale/transfer of development rights, conservation easements, trail or access easements, life estates, living trusts, long-term options, and right of first refusal.
- Leverage bond funds to the greatest extent practical. Work with other governmental agencies, foundations, non-profit organizations, "Friends of ..." groups and neighborhood associations, etc. to insure that other possible sources are considered to supplement/supplant the relatively limited bond funds.
- The acquisition parameters set by Council in advance need to be both specific enough and flexible enough to truly empower staff to negotiate creative and cost effective agreements. Anxious sellers want to be dealt with in a professional and timely manner, and land owners are typically reluctant to negotiate with someone who does not have the authority to make a decision.
- It is certainly acceptable to continue Metro's current practice of doing "due diligence"<sup>1</sup> work after the real estate transaction is fully negotiated.
  - It is important to be very clear in both negotiations and legal agreements that there will be a due diligence period following the execution of legal agreements.

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<sup>1</sup> Due diligence work is all of the detailed investigation needed to make sure that the title and the property are exactly as they appear or are represented to be. This work may include things like: Level I and II environmental assessments; biological, archeological, and land surveys; more detailed title and legal investigation; etc.

- Some members of the Committee also thought that it might be important to do some due diligence work *before* acquisition negotiations are complete in order to speed the process and overcome seller resistance. They also noted that this approach could result, in some cases, in spending time and money on work that is not needed ultimately.
- The use of contracted services to help minimize staff requirements is an appropriate way to approach target areas (particularly in those cases where there are a large number of ownerships involved); in some cases, local realtors with detailed knowledge and established relationships in a target area can be a real asset as well.

### Stabilization

"Stabilization" is the term the Committee used to describe those one-time activities which Metro, as the new owner of a parcel of land, would want to accomplish to safeguard both the property and the public. Typically, this might include such things as installing gates and fences; posting signs; removing garbage and abating hazards; cleaning up contaminated soil; removing derelict structures, etc.

- During the negotiation and due diligence periods, use common sense and carefully assess what is needed to operate/maintain/protect the property over the long term. When appropriate, have the seller assume responsibility for completing required work before Metro takes title to the property (or, alternately, have the seller assume responsibility for related costs through purchase price reductions or placement of funds into escrow at closing).

### Mobilization

The Committee used the term "mobilization" to describe the process of getting ready to actually begin implementing the bond-funded program. Typical activities will include: preparing, marketing and selling bonds; formal budget amendments; recruiting and hiring new staff; competitively bidding and selecting contractors; developing detailed work programs; preparing standard contracts; developing informational and marketing materials; etc.

(NOTE: There is no money or staff in the Budget for doing work in advance of the Bond Measure. In addition, the staff and Executive Officer have indicated that they feel that the voters might interpret any expenditures which assume a favorable vote as an act of arrogance or bad faith. The key issue here is that there is 2-3 months of mobilization work to get ready to implement this program. While the voters may be critical of any advance work, they may be equally critical of any delays in getting started.)

- Minimize expenditures but begin preparing to implement the program now, placing emphasis on work that will allow at least some aspects of the program to be implemented quickly. The Committee offered several specific suggestions:
  - Revise the workplan for existing staff to accomplish some of this work.
  - Do internal work that does not require large expenditures or high visibility (e.g., developing standard contracts/intergovernmental agreements, recruit (but not hire) new

staff, pursue options on highly visible parcels more vigorously, develop detailed workplans, design negotiation and community involvement strategies, design informational materials, etc.).

- Consider approaching some of the cities and counties which will be beneficiaries of the bond funds about potential interest in providing staff or funds to help Metro begin preparing to implement the program.
- At least one Committee member suggested that staff were being "hypersensitive" and that "... the whole world is *not* looking at you."

### Staffing

Current Metro staff suggested that their aim would be to minimize the number of new/permanent staff assigned to implement the program and that consultants (or perhaps temporary employees) could be used as needed to help accomplish this objective. In specific, staff indicated that they would envision employing a Program Supervisor, 4 Acquisition Specialists, a Trails Specialist, and a Finance/Contract Administrator. The target areas would be divided up on a geographic basis, and assigned to the 4 Acquisition Specialists. The Committee supported this approach in general and offered the following specific comments:

- Establish gradations of authority so that Acquisition/Trails Specialists are empowered to make deals.
- Hire Acquisition/Trail Specialists who are right for the job; not everyone is right to negotiate, to close, and to be entrepreneurial.
- Maintaining continuity of staff is very important in establishing rapport with land owners, friends groups, local governments and other interested parties. Thus, these positions should be long-term and should pay well enough to minimize turnover.

### Contracts/Consultants

- When selecting appraisers, it is more important to hire the right one in the first place than it is try to hire others to review their work. Hire one that knows the area, this type of property, etc. and then sit down and discuss the issues in advance. When possible, try to get draft appraisals for review in order to raise concerns or answer questions before the report is "cast in stone".
- In completing due diligence work--particularly environmental assessments--try to obtain *pro bono* assistance or to structure agreements so that initial (e.g., Level I assessments) are provided *gratis* or at a discount in exchange for the opportunity to provide subsequent work. (NOTE: Staff will research whether public competitive bidding requirements will permit this type of arrangement. At a minimum, price breaks and turn-around times should be considered in selecting consultants).

## General

- Look for ways to diminish or share responsibilities for the long term protection and maintenance of acquired property by seeking assistance from "Friends of ...", neighborhood, or civic groups, considering an "Adopt-A-Property" program (like Adopt-A-Highway), other parks providers, etc. in order to reduce costs. Also remember that volunteer assistance is not free, but includes costs associated with recruitment, training, turnover, etc.
- Provide information to target area property owners on the benefits of donation.
- Publicity and public relations is very important and should be given a high priority. Specifically, a number of supporting suggestions were offered by the Committee:
  - Promote the vision, provide information, create interest, report progress, support momentum which will help facilitate the purchase negotiations.
  - Give as much publicity to donors as possible; press releases, proclamations, plaques, medals, naming sites or facilities after donors, etc. should all be considered. Don't overlook consultants involved in the acquisition process who agree to donate all or part of their services.
  - Similarly, give lots of recognition to groups or individuals who take responsibility for the ongoing care on acquired property.(NOTE: Staff realize that the above work would require hiring/contracting of additional staff.)
- Brief the Council regularly on work efforts, progress, difficulties, etc.; its understanding and support will be essential if it is necessary to consider revised acquisition parameters or the possible use of *eminent domain*.
- Remember that this is a big, ambitious project that will be a national model.

\*\*\*\*\* The staff sincerely appreciates the Committee's assistance. \*\*\*\*\*



## Oversight Steering Committee Membership

Charles Ciecko	Regional Parks & Greenspaces
Doug Butler	General Services
Nancy Chase	Regional Parks & Greenspaces
Dan Cooper	General Counsel
Andy Cotugno	Growth Management
John Fregonese	Growth Management
Patricia McCaig	Councilor
Heather Nelson	Office of Executive Officer
Todd Sadlo	General Counsel
Bern Shanks	Regional Environmental Management
Jennifer Sims	Finance

**OPTION EXERCISE AND CLOSING CHECKLIST**

Project:

File No

Property Address

Tax Designation:

Acres:

Purchase Price:

Option Exercise Date:

Option Payment:

Option Extension Date:

Option Extension Payment:

Closing Date

Seller:

Seller's Attorney/Representative

Funding Source

Metro Partner

Title Company/Escrow Holder

Environmental Assessment:

Appraiser:

Surveyor:

District Councilor:

Park Advisory Committee Rep:

**I. PREPARING TO EXERCISE THE OPTION**

**A. Title Review**

Title Report ordered: \_\_\_\_\_  
Date due: \_\_\_\_\_  
Received: \_\_\_\_\_  
Sent to Seller: \_\_\_\_\_  
Reviewed \_\_\_\_\_  
Objections \_\_\_\_\_  
\_\_\_\_\_

Notice of Objections Sent to Seller: \_\_\_\_\_  
Title Policy to be subject only to \_\_\_\_\_

**B. Appraisal Review**

Ordered by: \_\_\_\_\_  
Date: \_\_\_\_\_  
Value: \_\_\_\_\_  
Reviewed by: \_\_\_\_\_  
Date ordered: \_\_\_\_\_  
Date Received: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_

**C. Additional Agreements/ Option Terms**

- a. Property description \_\_\_\_\_
- b. Access: \_\_\_\_\_
  - Easements and Licenses \_\_\_\_\_
  - Legal confirmed by \_\_\_\_\_
  - Actual confirmed by \_\_\_\_\_
- c. Minerals to be conveyed \_\_\_\_\_  
Minerals to be restricted \_\_\_\_\_
- d. Leases \_\_\_\_\_
- e. Grazing Permits \_\_\_\_\_
- f. Hunting Permits \_\_\_\_\_
- g. Reforestation \_\_\_\_\_
- h. Other \_\_\_\_\_
- i. Mortgages/Deeds of Trust \_\_\_\_\_  
Terms: \_\_\_\_\_  
Non-Recourse \_\_\_\_\_
- j. Liquidated Damages \_\_\_\_\_

- k. Deferred taxes \_\_\_\_\_
- l. Broker \_\_\_\_\_
- m. Personal Property \_\_\_\_\_  
 Farm Ranch Equipment \_\_\_\_\_  
 Residential \_\_\_\_\_  
 Other \_\_\_\_\_
- n. Boundary problems \_\_\_\_\_
- o. Prescriptive or adverse interests, common law rights \_\_\_\_\_  
 \_\_\_\_\_
- p. Fences \_\_\_\_\_
- q. Who pays for title, escrow fees, transfer taxes? \_\_\_\_\_  
 \_\_\_\_\_
- r. Possession at Closing \_\_\_\_\_
- s. Prorations - leases, taxes \_\_\_\_\_
- t. Subdivision \_\_\_\_\_
- u. Reps and Warranties \_\_\_\_\_
- v. Bargain sale \_\_\_\_\_
- w. Water rights \_\_\_\_\_
- x. Exchange \_\_\_\_\_
- y. Other improvements \_\_\_\_\_
- z. 1031; Other \_\_\_\_\_

D Hazardous Materials

Metro inspection by: \_\_\_\_\_  
 Date due: \_\_\_\_\_  
 Received \_\_\_\_\_  
 Additional Action/Recommendations \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

E Approval

1. Oversight Committee Approval  
 On Agenda: \_\_\_\_\_  
 Approved: \_\_\_\_\_
2. Park Advisory Committee Approval  
 On Agenda: \_\_\_\_\_  
 Approved: \_\_\_\_\_
3. Executive Committee Approval  
 On Agenda: \_\_\_\_\_  
 Approved: \_\_\_\_\_

4. Council Resolution:  
On Agenda: \_\_\_\_\_  
Approved: \_\_\_\_\_

F. Survey Review

Certified to Buyer and the Title Company.  
Confirm acreage.  
Any off-record title problems.

G. Off-record Title Problems

Boundary/fence \_\_\_\_\_  
Evidence of potential adverse possession or prescriptive easement \_\_\_\_\_  
Tenants or residential structures \_\_\_\_\_  
\_\_\_\_\_

H. Water

Water rights \_\_\_\_\_  
Review all water permits, applications and other documents. \_\_\_\_\_  
Confirm title with State Water Engineer's Office. \_\_\_\_\_  
Confirm not subject to mortgages or other liens \_\_\_\_\_  
Confirm eligibility/percentage active rights. \_\_\_\_\_  
Confirm requirements for transfer or assignment. \_\_\_\_\_  
Upon closing, will need to file appropriate docs \_\_\_\_\_  
Adequate to support desired use \_\_\_\_\_  
Cost of water use. \_\_\_\_\_

I. Buildings or Other Improvements

Type, size and description. \_\_\_\_\_  
Availability of utilities, water, sewage, etc. \_\_\_\_\_  
Age and condition: structural, mechanical and electrical problems \_\_\_\_\_  
\_\_\_\_\_  
Permit and code compliance. \_\_\_\_\_

J. Personal Property or Fixtures

Inventory prepared by: \_\_\_\_\_  
Review title. \_\_\_\_\_  
Perform UCC-3 lien search if important personal property. \_\_\_\_\_  
Age and condition \_\_\_\_\_

K. Liability Review

Potential natural or artificial hazards \_\_\_\_\_

Cost to repair or remove the hazard \_\_\_\_\_

L. Review Management Issues

Confirm Preparedness to implement management plan.

**II. EXERCISING THE OPTION**

A Option exercise letter

Sent to Seller \_\_\_\_\_

Subject to conditions \_\_\_\_\_

(Caution may result in a counteroffer thereby giving Seller the right to terminate)

**III. PREPARING FOR THE CLOSING AFTER EXERCISING THE OPTION**

A Closing documents and other items to be prepared or obtained

1. Option Agreement
2. Deed (grant or warranty vs. quitclaim)
3. Bill of Sale (if personal property included)
4. Water Rights Assignment, if necessary
5. Assignment of Leases and Right to Receive Revenue, if appropriate
6. Assignment of Intangible Property (such as permits, trade names, and so forth), if appropriate
7. Joint Escrow Instructions
8. Others

B Send closing documents to seller and title company for approval

C Review and approve closing settlement statement to be prepared by title company

1. Prorations.
2. Closing Costs.

D Tax documents necessary to close.

W9, Non-Foreign Affidavit, state tax requirements.

E Confirm all closing conditions met.

1. Review Option Agreement:

- a. No adverse change in physical condition
- b. Title
- c. Truth of Seller's representations and warranties
- d. Insurance for improvements.

F Arrange for transfer of funds

G Obtain any keys to the property

**IV. POST-CLOSING MATTERS**

A. Review title policy to make sure it conforms to escrow instructions

B. Send originals of all documents to \_\_\_\_\_

C. Parks Management notified.

D. Insurance for Improvements

E. Insurance for Personal Property

F. Documents:                      Received                      Reviewed

Deed	_____	_____
Title Policy	_____	_____
Closing Statement	_____	_____

## Greenspace Site Assessment Procedures

An environmental assessment of each potential acquisition site will be performed. The initial assessment, termed a Phase I, will be performed by Metro personnel. If the work load exceeds personnel availability, Phase I assessments may be conducted by qualified contractors. Based on results from the Phase I assessment, any recommended higher level of investigation will be conducted by qualified contractors.

A Phase I report will be generated from information gathered from a review of records and a site visit. The report will include the following:

<u>Item</u>	<u>Source of Information</u>
Executive Summary	
Site Description - Location and Description	RLIS, Site Visit
Topography	RLIS
Geology	
Soils	RLIS
Hydrogeology (if known)	ODEQ
Site History	Aerial photos, Polk City Directories, ownership records, interviews
Hazardous Substances	
Underground Storage Tanks	ODEQ Env. Cleanup Site Info Site visit
National Priority List	Record Search
CERCLIS	Record Search
RCRA	Record Search
State Cleanup Site	ODEQ Env. Cleanup Site Info
PCBs	Record Search, site visit
Asbestos	Site visit
Pesticides	Site visit
Stabilization Needs (i.e. illegal dumping, security problems, health hazards)	Site visit







## GREENSPACES GENERAL OBLIGATION BOND MEASURE LOCAL SHARE GUIDELINES

Local governments will be entitled to receive a portion of the regional greenspaces bond measure funds based on the allocation formula in the Metropolitan Greenspaces Master Plan adopted in July 1992. Projects eligible for local share funding must meet the following criteria:

Eligible agency is a park provider as of July 1, 1991

Funds must be expended on Greenspaces related activities only including:

### Acquisition

- Fee Simple (or easement) to purchase regionally significant greenspaces and/or trail corridors identified in the Metropolitan Greenspaces Master Plan, and/or locally determined significant greenspaces and/or trail corridors
- Costs associated with the acquisition of property

### Capital Improvements

- Restoration or enhancement of natural areas
- Trail construction
- Access facilities such as roads that are an integral part of the greenspace, parking, boat ramps, trail heads, Americans with Disabilities Act (ADA) requirements
- Public use facilities such as rest rooms, picnic tables, shelters, viewing blinds, water systems, camp sites, fishing piers, and associated appurtenances including signs, fences, security lighting, barbecues.
- Environmental education facilities such as nature centers and interpretive displays

3. The park provider will enter into an Intergovernmental Agreement (IGA) to be approved by the Metro Council and the governing board of the park provider. The IGA shall require signage at the project site in an appropriate location(s) to acknowledge Metro, the park provider, and other project partners; funds from the bond measure shall not be used to replace local funds on project; and funds from the bond measure should leverage other sources of revenue when possible
4. A list of local share projects with estimated costs, and approved by the governing board of each jurisdiction shall be delivered to Metro no later than November 1, 1994 to be eligible for local share funding
5. Greenspace sites subject to local share funding will be maintained for its intended recreational, natural area, or trail activities

INTERGOVERNMENTAL AGREEMENT  
Open Spaces Bond Measure  
Local Share Component

This Agreement dated this \_\_\_\_ day of \_\_\_\_\_ 1995, is by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the 1992 Metro Charter, located at 600 N.E. Grand Avenue, Portland, Oregon 97232-2736, and the \_\_\_\_\_, located at \_\_\_\_\_, (hereinafter referred to as "Recipient"), and shall remain in full force and effect for the period September 1, 1995, to September 1, 1998, (unless extended as provided for herein).

WITNESSETH:

WHEREAS, The electors of Metro approved a ballot measure on May 16, 1995, authorizing Metro to issue \$135.6 million in bonds for Open Spaces, Parks, Trails and Streams (the "Measure"); and

WHEREAS, The Measure provided that \$25 million from bond proceeds be expended by local parks providers for specified projects; and

WHEREAS, Recipient is a local parks provider who has received approval for funding for project(s) as specified in the Measure; and

WHEREAS, Metro and Recipient desire to enter into this Agreement to provide for funding of Recipient's project(s) subject to terms and conditions as provided for in the Measure;

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the parties hereto as follows:

1. Project Declaration

Metro hereby approves the Project proposal(s) and authorizes Recipient to proceed with the Project in accordance with the Scope of Work included as Attachment "A." All real property interests acquired shall be held in the name of Recipient.

2. Funding

Metro's contribution to the Project(s) is limited to \$ \_\_\_\_\_. Payment of funds by Metro to Recipient will be subject to the procedures set forth in Attachment "B" of this Agreement.

3. Funding Limitation

Metro through the approval of the Measure and the sale of bonds has established this Agreement with the sole purpose of implementing the Metro Open Spaces Program through funding of this Project. Therefore, Metro neither intends nor accepts any direct involvement in this Project which can or could be construed to result in supervisory responsibility during the course of construction, and upon completion of the Project and payment of funds as provided for herein there will be no further obligations on the part of Metro.

4. Funding Requirements

Metro has committed to pay from bond proceeds the amount specified for the approved project(s) described in Attachment "A." Recipient may substitute a different project only if the following conditions are met:

a. Recipient through its governing body must find that one or more of the projects described in Attachment "A" have become degraded, are cost prohibitive or are otherwise infeasible.

b. Recipient through its governing body shall conduct a public process and determine the substitute project consistent with the provisions of the Measure and the Local Share Guidelines.

c. The substitute project is subject to administrative approval by Metro's Regional Parks and Greenspaces Department Director, such approval shall not be unreasonably withheld. Metro will designate the name of the Department Director in writing at the time this Agreement is executed. Thereafter, Metro may give written notice to Recipient of any change in the Department Director.

d. Metro's financial obligation under this Agreement shall not be increased.

Recipient agrees to comply at all times with provisions of the Measure and the adopted Local Share Guidelines which appear as Attachment "C" to this Agreement and by this reference are made a part hereof.

##### 5. Term

Metro's obligation to provide funds pursuant to this Agreement shall terminate September 1, 1998. It is the intent of the parties that Recipient will have completed the project(s) and all Metro funding obligated under this Agreement shall have been paid prior to such date. However, in the event of unforeseen circumstances that cause Recipient to be delayed in completing the project(s), Recipient is entitled upon giving 30 days written notice to Metro to extend Metro's obligations pursuant to this Agreement for an additional six

months. More than one extension may be granted if necessary to complete the project(s). Recipient must receive approval of the extension from Metro's Regional Parks and Greenspaces Department Director. Metro may deny an extension if it finds that Recipient is not making good faith efforts to complete the project(s) and that the need for an extension is due to Recipient's neglect of the project(s). Any denial of an extension is not effective for 10 days after receipt of notice of the denial, and at Recipient's request is subject to review by the Metro Executive Officer. The provisions of Sections 7, 8, 9, and 10 shall continue in effect after the completion by Recipient of any project(s) pursuant to this Agreement.

6. Situs

This Agreement is entered into within the state of Oregon, and the law of said state, whether substantive or procedural, shall apply to this Agreement, and all statutory, charter and ordinance provisions that are applicable to public contracts in the state of Oregon shall be followed with respect to this Agreement.

7. Limitations on Use

All property acquired by Recipient with Open Spaces funding by Metro shall be maintained for its intended natural resource dependent recreational, natural area or trail activities. Recipient commits to maintain all property acquired pursuant to this Agreement in a manner consistent with Metro's Greenspaces Master Plan. Recipient will not construct or allow the construction of improvements to the property which are inconsistent with the Master Plan. However, in the event of extraordinary unforeseen circumstances Recipient may after January 1, 2005, authorize a change in use of acquired property. In the event a change in use occurs, Recipient agrees to take the following actions:

- Recipient shall give Metro 180 days advance written notice of its intent to authorize a change in use or sell the property to a third party. Recipient shall obtain an appraisal of the fair market value of the property assuming that the property was not subject to any use restrictions. The appraisal is subject to approval by Metro as to its completeness and reasonableness. After the appraisal value is determined and is approved by Metro, Recipient shall obtain the fair market value of the discontinued property and apply it to completion of a substitute project(s) within 90 days after authorizing the change in use.
- Recipient shall determine through the process described in Section 4 of this Agreement what substitute project should be funded and completed.

8. Oregon Constitution and Tax Exempt Bond Covenants

Recipient acknowledges that Metro's source of funds for this Program is from the sale of voter-approved general obligation bonds that are to be paid from ad valorem property taxes exempt from the limitations of Article XI, section 11(b), 11(c), 11(d), and 11(e) of the Oregon Constitution, and that the interest paid by Metro to bond holders is currently exempt from federal and Oregon income taxes. Recipient covenants that it will take no actions that would cause Metro not to be able to maintain the current status of the real property taxes as exempt for Oregon's constitutional limitations or the income tax exempt status of the bond interest. In the event Recipient breaches this covenant, Metro shall be entitled to whatever remedies are available to either cure the default or to compensate Metro for any loss it may suffer as a result thereof.

9. Funding Declaration

Recipient will document on-site, for all acquisitions and capital improvements, and in any publication, media presentations or other presentations, that funding came from Metro. On-site signage that provides recognition of Metro funding shall be subject to prior review and comment by Metro. All signage will be consistent with Metro guidelines for Open Spaces Projects. Recipient agrees to provide maintenance for all signs. Metro may elect to furnish on-site signage for use by Recipient.

10. Indemnification

Recipient shall indemnify Metro and its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of persons, or property damage, arising out of or in anyway connected to the wrongful acts of the Recipient's officers, agents and employees acting within the scope of employment or duties in performance of this Agreement, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS chapter 30.

Metro shall indemnify Recipient and its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of persons, or property damage, arising out of or in any way connected to the wrongful acts of Metro's officers, agents and employees acting within the scope of employment or duties in performance of this Agreement, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS chapter 30.



11. Termination for Cause

Metro may terminate this Agreement in full, or in part, at any time before the date of completion, whenever Metro determines, in its sole discretion, that Recipient has failed to comply with the conditions of this Agreement and is therefore in default. Metro shall promptly notify Recipient in writing of that determination and document such default as outlined hereinbelow. Notwithstanding any termination for cause, Recipient shall be entitled to receive payments for any work completed or for which Recipient is contractually obligated for which completion or contractual obligation occurred prior to the effective date of the termination, provided that Metro shall not be obligated to make any payment except for work specifically provided for in this Agreement.

12. Documentation of Default

Recipient shall be deemed to be in default if it fails to comply with any provisions of this Agreement.

Prior to termination under this provision, Metro shall provide Recipient with written notice of default and allow Recipient ninety (90) days within which to cure the default. In the event Recipient does not cure the default within ninety (90) days, Metro may terminate all or any part of this Agreement for cause. Recipient shall be notified in writing of the reasons for the termination and the effective date of the termination.

Recipient shall be liable to Metro for all reasonable costs and damages incurred by Metro as a result of and in documentation of the default.

If, after notice of termination, Metro agrees or a court finds that Recipient was not in default or that the default was excusable, such as a strike, fire, flood, or other event that is

not the fault of, or is beyond the control of Recipient, Metro will allow Recipient to continue work, or both parties may treat the termination as a joint termination for convenience whereby the rights of the Recipient shall be as outlined hereinbelow.

13. Joint Termination for Convenience

Metro and Recipient may jointly terminate all or part of this Agreement based upon a determination that such action is in the public interest. Termination under this provision shall be effective upon ten (10) days written notice of termination issued by Metro subject to that mutual agreement.

Within thirty (30) days after termination pursuant to this provision, Recipient shall submit an itemized invoice(s) for all unreimbursed work within the Scope of Work of this Agreement completed before termination.

Metro shall not be liable for any costs invoiced later than thirty (30) days after termination unless the Recipient can to Metro's full satisfaction show good cause beyond the Recipient's control for the delay.

14. Documents are Public Property

All records, reports, data, documents, systems and concepts, whether in the form of writings, figures, graphs, or models which are prepared or developed in connection with the Project shall become public property.

Nothing in this section or in any other part of this Agreement shall be construed as limiting a Recipient's ability to consider real property transactions in executive session pursuant to ORS 192.660(1)(e) or as requiring disclosure of records that are otherwise

exempt from disclosure pursuant to the Public Records Law (ORS 192.410 to 192.505) or Public Meetings Law (ORS 192.610 to 192.690).

15. Project Records

Comprehensive records and documentation relating to the Scope of Work and all specific tasks involved in the Project shall be maintained by Recipient.

Recipient shall establish and maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement.

16. Audits, Inspections, and Retention of Records

Metro, and any of its representatives, shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all of Recipient's records with respect to all matters covered by this Agreement. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls and other matters covered by this Agreement.

All documents, papers, time sheets, accounting records, and other materials pertaining to costs incurred in connection with the Project shall be retained by Metro and Recipient and all of its contractors for three years from the date of completion of the Project, or expiration of the Agreement, whichever is later, to facilitate any audits or inspection.

A final determination of the allowability of costs charged to the Project may be made on the basis of an audit or other review. Any funds paid to Recipient in excess of the amount to

which Recipient is finally determined to be entitled under the terms of this Agreement constitute a debt to Metro, and shall be returned by Recipient to Metro.

17. Law of Oregon

This Agreement shall be governed by the laws of the state of Oregon, and the parties agree to submit to the jurisdiction of the courts of the state of Oregon.

All applicable provisions of ORS chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the state of Oregon, are hereby incorporated as if such provisions were a part of this Agreement including but not limited to ORS 279.015 to 279.320.

Specifically, it is a condition of this Agreement that Recipient and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by Oregon Laws 1989, chapter 684.

18. Assignment

Recipient may not assign any of its responsibilities under this Agreement without prior written consent from Metro, except the Recipient may delegate or subcontract for performance of any of its responsibilities under this Agreement.

19. Severability

If any covenant or provision in this Agreement shall be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision which in itself is valid, if such remainder would then continue to conform with the terms and requirements of applicable law and the intent of this Agreement.

20. Entire Agreement

This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement. Recipient, by the signature below of its authorized representative, hereby acknowledges that Recipient has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year set forth below.

CITY OF

METRO

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

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

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

Mike Burton  
Executive Officer

gl  
12564

Open Spaces Work Plan  
Y 1995/96

RESOURCES

Beginning Fund Balance	\$0
Interest Earnings	\$5,530,000
Gen Obligation Bond Proceeds	\$135,600,000
<b>TOTAL RESOURCES</b>	<b>\$141,130,000</b>

PERSONAL SERVICES

Working Title	FTE	1ST QTR	FTE	2ND QTR	FTE	FTE	3RD QTR	FTE	4TH QTR	FTE	Year 1
<b>ADMINISTRATION</b>											
Open Spaces Program Manager	0 00	\$0	1.00	\$15,676	1.00	1.00	\$15,676	1.00	\$15,676	0.75	\$47,027
Budget/Finance	0 33	\$3,720	1.00	\$11,160	1.00	1.00	\$11,160	1.00	\$11,160	0.83	\$37,200
Public Relations	0 00	\$0	0.67	\$7,687	1.00	1.00	\$11,531	1.00	\$11,531	0.67	\$30,749
Reception	1 00	\$6,114	1.00	\$6,114	1.00	1.00	\$6,114	1.00	\$6,114	1.00	\$24,456
Office Support	0 00	\$0	1.00	\$6,112	1.00	1.00	\$6,113	1.00	\$6,113	0.75	\$18,337
Subtotal		\$9,834		\$46,749			\$50,593		\$50,593		\$157,769
Fringe		\$2,852		\$13,557			\$14,672		\$14,672		\$45,753
Total Admin Personal Services	1 33	\$12,686	4.67	\$60,306	5 00	5 00	\$65,265	5 00	\$65,265	4 00	\$203,522
<b>REFINEMENT</b>											
GIS	1 00	\$11,531	1.00	\$11,531	1.00	1.00	\$11,531	0 00	\$0	0.75	\$34,593
Senior Real Estate Negotiator	1 00	\$14,715	1.00	\$14,715	1.00	1.00	\$14,715	0 00	\$0	0.75	\$44,146
Target Area Specialist (6 Trails)	1 00	\$13,348	1.00	\$13,348	1.00	1.00	\$13,348	0 00	\$0	0.75	\$40,043
Target Area Specialist (4 33 area)	0 00	\$0	1.00	\$13,348	1.00	1.00	\$13,348	0 00	\$0	0.50	\$26,696
Target Area Specialist (4 33 area)	0 00	\$0	1.00	\$13,348	1.00	1.00	\$13,348	0 00	\$0	0.50	\$26,696
Target Area Specialist (4 33 area)	0 00	\$0	1.00	\$13,348	1.00	1.00	\$13,348	0 00	\$0	0.50	\$26,696
Subtotal		\$39,594		\$79,637			\$79,637		\$0		\$198,870
Fringe		\$11,482		\$23,095			\$23,095		\$0		\$57,672
Total Refinement Pers Svcs	3 00	\$51,076	6 00	\$102,731	6 00	6 00	\$102,731	0 00	\$0	3.75	\$256,543
<b>ACQUISITION</b>											
GIS	0 00	\$0	0.00	\$0		0 00	\$0	1 00	\$11,531	0.25	\$11,531
Senior Real Estate Negotiator	0 00	\$0	0.00	\$0	1 00	0 00	\$0	1 00	\$14,715	0.25	\$14,715
Target Area Specialist (6 Trails)	0 00	\$0	0 00	\$0		0 00	\$0	1 00	\$13,347	0.25	\$13,347
Target Area Specialist (4 33 area)	0 00	\$0	0 00	\$0		0 00	\$0	1 00	\$13,347	0.25	\$13,347
Target Area Specialist (4 33 area)	0 00	\$0	0 00	\$0		0 00	\$0	1 00	\$13,347	0.25	\$13,347
Target Area Specialist (4 33 area)	0 00	\$0	0 00	\$0		0 00	\$0	1 00	\$13,347	0.25	\$13,347
Biologist/Stabilization Specialist	0 25	\$3,337	0.25	\$3,337	0 25	0 25	\$3,337	0 25	\$3,336	0.25	\$13,347
Subtotal		\$3,337		\$3,337			\$3,337		\$82,970		\$92,981
Fringe		\$968		\$968			\$968		\$24,061		\$26,964
Total Acquisition Pers Svcs	0 25	\$4,305	0.25	\$4,305	1.25	0.25	\$4,305	6 25	\$107,032	1.75	\$119,945
<b>STABILIZATION</b>											
Biologist/Stabilization Specialist	0 25	\$3,336	0.25	\$3,336	0.25	0.25	\$3,336	0.25	\$3,336	0.25	\$13,344
Subtotal		\$3,336		\$3,336			\$3,336		\$3,336		\$13,344
Fringe		\$967		\$967			\$967		\$967		\$3,870
Total Stabilization Pers Svcs	0.25	\$4,303	0.25	\$4,303	0.25	0.25	\$4,303	0.25	\$4,303	0.25	\$17,214
<b>LOCAL SHARE</b>											
Local Share Specialist	0 00	\$0	1.00	\$9,485	1.00	1.00	\$9,485	1.00	\$9,485	0.75	\$28,454
Subtotal		\$0		\$9,485			\$9,485		\$9,485		\$28,454
Fringe		\$0		\$2,751			\$2,751		\$2,751		\$8,252
Total Local Share Pers Svcs	0 00	\$0	1 00	\$12,235	1 00	1 00	\$12,235	1 00	\$12,235	0.75	\$36,706
<b>TOTAL PERSONAL SERVICES</b>	<b>4 83</b>	<b>\$72,370</b>	<b>12 17</b>	<b>\$183,880</b>	<b>#REF!</b>	<b>12 50</b>	<b>\$188,840</b>	<b>12 50</b>	<b>\$188,836</b>	<b>10.50</b>	<b>\$633,929</b>

pen Spaces Work Plan  
MATERIALS AND SERVICES

ADMINISTRATION

Office Supplies (5 new setups)	\$410	\$410	\$410	\$410	\$1,641
Computer Software (5 new setups)	\$694	\$694	\$694	\$694	\$2,775
Postage	\$500	\$500	\$500	\$500	\$2,000
Bond Issuance Costs		\$1,700,000			\$1,700,000
Temporary help	\$3,750	\$3,750	\$3,750	\$3,750	\$15,000
<b>Total</b>	<b>\$5,354</b>	<b>\$1,705,354</b>	<b>\$5,354</b>	<b>\$5,354</b>	<b>\$1,721,416</b>

REFINEMENT

Office Supplies (7 new setups)	\$574	\$574	\$574	\$574	\$2,297
Computer Software (7 new setups)	\$971	\$971	\$971	\$971	\$3,885
Postage	\$2,499	\$2,499	\$2,499	\$2,499	\$9,996
Printing	\$2,499	\$2,499	\$2,499	\$2,499	\$9,996
Temporary help	\$3,750	\$3,750	\$3,750	\$3,750	\$15,000
Aerial Photograph	\$11,250	\$11,250	\$11,250	\$11,250	\$45,000
*Consulting	\$11,500	\$11,500	\$11,500	\$11,500	\$46,000
<b>Total</b>	<b>\$33,044</b>	<b>\$33,044</b>	<b>\$33,044</b>	<b>\$33,044</b>	<b>\$132,174</b>

ACQUISITION

Office Supplies (4 new setups)	\$328	\$328	\$328	\$328	\$1,313
Computer Software (4 new setups)	\$555	\$555	\$555	\$555	\$2,220
Postage	\$1,500	\$1,500	\$1,500	\$1,500	\$6,000
Other costs/yr 2 & 3 30,000 appraisal	\$5,000	\$5,000	\$5,000	\$5,000	\$20,000
Printing	\$500	\$500	\$500	\$500	\$2,000
Temporary help	\$3,750	\$3,750	\$3,750	\$3,750	\$15,000
**Consult/Acq cst (10% of acq cost) Trails	\$37,500	\$37,500	\$37,500	\$37,500	\$150,000
**Consulting/Acq. cost (10% of acq cost)	\$361,080	\$361,080	\$361,080	\$361,080	\$1,444,320
<b>Total</b>	<b>\$410,213</b>	<b>\$410,213</b>	<b>\$410,213</b>	<b>\$410,213</b>	<b>\$1,640,853</b>

STABILIZATION

Office Supplies	\$19	\$19	\$19	\$19	\$75
Computer Software	\$51	\$51	\$51	\$51	\$203
Postage	\$125	\$125	\$125	\$125	\$500
Parks	\$0	\$0	\$0	\$0	\$0
\$83.00 per acre purchased	\$11,350	\$11,350	\$11,350	\$11,350	\$45,401
Temporary help	\$0	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$11,545</b>	<b>\$11,545</b>	<b>\$11,545</b>	<b>\$11,545</b>	<b>\$46,178</b>

LOCAL SHARE

Office Supplies	\$38	\$38	\$38	\$38	\$150
Computer Software	\$50	\$50	\$50	\$50	\$200
Postage	\$125	\$125	\$125	\$125	\$500
Payments to Other Governments	\$2,746,521	\$2,746,521	\$2,746,521	\$2,746,521	\$10,986,084
<b>Total</b>	<b>\$2,746,734</b>	<b>\$2,746,734</b>	<b>\$2,746,734</b>	<b>\$2,746,734</b>	<b>\$10,986,934</b>
<b>TOTAL MATERIAL AND SERVICES</b>	<b>\$3,206,889</b>	<b>\$4,906,889</b>	<b>\$3,206,889</b>	<b>\$3,206,889</b>	<b>\$14,527,556</b>

\* Includes Meeting facilitators, planners and landscape architects

\*\* Includes private negotiators, appraisers, surveys and environmental assessments

Land Information

	Year One	Year Two	Year Three
60% of 14 Reg Target Area	1,200	1,195	1,195

pen Spaces Work Plan

**CAPITAL OUTLAY**

ADMINISTRATION

Set up Capital ( 5 Workstations Computer	\$5,100	\$5,100	\$5,100	\$5,100	\$20,400
<b>Total</b>	<b>\$5,100</b>	<b>\$5,100</b>	<b>\$5,100</b>	<b>\$5,100</b>	<b>\$20,400</b>

REFINEMENT

Set up Capital ( 7 Workstations Computer	\$7,053	\$7,053	\$7,053	\$7,053	\$28,212
GIS SETUP	\$12,850	\$12,850	\$12,850	\$12,850	\$51,400
<b>Total</b>	<b>\$19,903</b>	<b>\$19,903</b>	<b>\$19,903</b>	<b>\$19,903</b>	<b>\$79,612</b>

ACQUISITION

Set up Capital (3 Workstations Computer	\$3,060	\$3,060	\$3,060	\$3,060	\$12,240
Trails Purchased	\$375,000	\$375,000	\$375,000	\$375,000	\$1,500,000
Trails Construction	\$0	\$0	\$0	\$0	\$0
Land Purchased	\$3,610,800	\$3,610,800	\$3,610,800	\$3,610,800	\$14,443,200
<b>Total</b>	<b>\$3,988,860</b>	<b>\$3,988,860</b>	<b>\$3,988,860</b>	<b>\$3,988,860</b>	<b>\$15,955,440</b>

STABILIZATION

Set up Capital	\$0	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

LOCAL SHARE

Set up Capital (1 Workstation, Computer)	\$1,020	\$1,020	\$1,020	\$1,020	\$4,080
<b>Total</b>	<b>\$1,020</b>	<b>\$1,020</b>	<b>\$1,020</b>	<b>\$1,020</b>	<b>\$4,080</b>

<b>TOTAL CAPITAL</b>	<b>\$4,014,883</b>	<b>\$4,014,883</b>	<b>\$4,014,883</b>	<b>\$4,014,883</b>	<b>\$16,059,532</b>
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**INTERFUND TRANSFERS**

Trans Indirect Costs to Support Services Fund	\$225,000
Trans Indirect Costs to Building Mgmt Fund	\$15,000
Trans Indirect Costs to Risk Mgmt Fund	\$11,000
Trans Direct Costs to Support Services	\$184,022
Trans Direct Costs to Reg Parks & Expo Fund	\$64,132
<b>Total Transfers</b>	<b>\$499,154</b>

**CONTINGENCY & UNAPP. BALANCE**

Contingency	\$40,000,000
Unappropriated Balance	\$69,409,829

**TOTAL REQUIREMENTS**

**\$141,130,000**



Open Spaces Work Plan

YEAR ONE TOTALS

	FTE	1ST QTR	FTE	2ND QTR	FTE	FTE	3RD QTR	FTE	4TH QTR	FTE	Year 1
Administration											
Personal Services	1.33	\$12,686	4.67	\$60,306	5.00	5.00	\$65,265	5.00	\$65,265	4.00	\$203,522
Materials & Services		5,354		1,705,354			5,354		5,354		1,721,416
Capital Outlay		5,100		5,100			5,100		5,100		20,400
Total	1.33	23,140	4.67	1,770,760	5.00	5.00	75,719	5.00	75,719	4.00	1,945,338
Finement											
Personal Services	3.00	51,076	6.00	102,731	6.00	6.00	102,731	0.00	0	3.75	256,543
Materials & Services		33,044		33,044			33,044		33,044		132,174
Capital Outlay		19,903		19,903			19,903		19,903		79,612
Total	3.00	104,022	6.00	155,678	6.00	6.00	155,678	0.00	52,947	3.75	468,329
Acquisition											
Personal Services	0.25	4,305	0.25	4,305	1.25	0.25	4,305	6.25	107,032	1.75	119,945
Materials & Services		410,213		410,213			410,213		410,213		1,640,853
Capital Outlay		3,988,860		3,988,860			3,988,860		3,988,860		15,955,440
Total	0.25	4,403,378	0.25	4,403,378	1.25	0.25	4,403,378	6.25	4,506,105	1.75	17,716,238
Stabilization											
Personal Services	0.25	4,303	0.25	4,303	0.25	0.25	4,303	0.25	4,303	0.25	17,214
Materials & Services		11,545		11,545			11,545		11,545		46,178
Capital Outlay		0		0			0		0		0
Total	0.25	15,848	0.25	15,848	0.25	0.25	15,848	0.25	15,848	0.25	63,392
Local Share											
Personal Services	0.00	0	1.00	12,235	1.00	1.00	12,235	1.00	12,235	0.75	36,706
Materials & Services		2,746,734		2,746,734			2,746,734		2,746,734		10,986,934
Capital Outlay		1,020		1,020			1,020		1,020		4,080
Total	0.00	2,747,754	1.00	2,759,989	1.00	1.00	2,759,989	1.00	2,759,989	0.75	11,027,720
Year 1 Totals											
Personal Services	4.83	\$72,370	12.17	\$183,880	13.50	12.50	\$188,840	12.50	\$188,836	10.50	\$633,929
Materials & Services	0.00	\$3,206,889	0.00	\$4,906,889	0.00	0.00	\$3,206,889	0.00	\$3,206,889	0.00	\$14,527,556
Capital Outlay	0.00	\$4,014,883	0.00	\$4,014,883	0.00	0.00	\$4,014,883	0.00	\$4,014,883	0.00	\$16,059,532
Total	4.83	\$7,294,141	12.17	\$9,105,652	13.50	12.50	\$7,410,612	12.50	\$7,410,607	10.50	\$31,221,017

Open Spaces Work Plan  
FY 1996/97

**RESOURCES**

Beginning Fund Balance	\$109,409,829
Interest Earnings	\$4,376,393
Gen Obligation Bond Proceeds	\$0
<b>TOTAL RESOURCES</b>	<b>\$113,786,222</b>

**PERSONAL SERVICES**

Working Title	FTE	1ST QTR	FTE	2ND QTR	FTE	FTE	3RD QTR	FTE	4TH QTR	FTE	Year 2
<b>ADMINISTRATION</b>											
Open Spaces Program Manager	1.00	\$16,146	1.00	\$16,146	1.00	1.00	\$16,146	1.00	\$16,146	1.00	\$64,584
Open Spaces Bus Manager	1.00	\$11,531	1.00	\$11,531	1.00	1.00	\$11,531	1.00	\$11,531	1.00	\$46,125
Public Relations	1.00	\$11,531	0.33	\$3,843	0.00	0.00	\$0	0.00	\$0	0.33	\$15,374
Reception	1.00	\$6,357	1.00	\$6,357	1.00	1.00	\$6,357	1.00	\$6,357	1.00	\$25,428
Office Support	1.00	\$6,296	1.00	\$6,296	1.00	1.00	\$6,296	1.00	\$6,296	1.00	\$25,184
Subtotal		\$51,861		\$44,173			\$40,330		\$40,330		\$176,695
Fringe		\$15,040		\$12,810			\$11,696		\$11,696		\$51,242
<b>Total Admin Personal Services</b>	<b>5.00</b>	<b>\$66,901</b>	<b>4.33</b>	<b>\$56,983</b>	<b>4.00</b>	<b>4.00</b>	<b>\$52,026</b>	<b>4.00</b>	<b>\$52,026</b>	<b>4.33</b>	<b>\$227,936</b>
<b>ACQUISITION</b>											
GIS	0.25	\$2,998	0.25	\$2,998	0.25	0.25	\$2,998	0.25	\$2,998	0.25	\$11,992
Senior Real Estate Negotiator	1.00	\$15,304	1.00	\$15,304	1.00	1.00	\$15,304	1.00	\$15,304	1.00	\$61,215
Target Area Specialist (6 Trails)	1.00	\$13,882	1.00	\$13,882	1.00	1.00	\$13,882	1.00	\$13,882	1.00	\$55,526
Target Area Specialist (4 33 area)	1.00	\$13,748	1.00	\$13,748	1.00	1.00	\$13,748	1.00	\$13,748	1.00	\$54,992
Target Area Specialist (4 33 area)	1.00	\$13,748	1.00	\$13,748	1.00	1.00	\$13,748	1.00	\$13,748	1.00	\$54,992
Target Area Specialist (4 33 area)	1.00	\$13,748	1.00	\$13,748	1.00	1.00	\$13,748	1.00	\$13,748	1.00	\$54,992
Biologist/Stabilization Specialist	0.50	\$6,807	0.50	\$6,807	0.50	0.50	\$6,807	0.50	\$6,807	0.50	\$27,229
Subtotal		\$80,235		\$80,235			\$80,235		\$80,235		\$320,938
Fringe		\$23,268		\$23,268			\$23,268		\$23,268		\$93,072
<b>Total Acquisition Pers Svcs</b>	<b>5.75</b>	<b>\$103,503</b>	<b>5.75</b>	<b>\$103,503</b>	<b>5.75</b>	<b>5.75</b>	<b>\$103,503</b>	<b>5.75</b>	<b>\$103,503</b>	<b>5.75</b>	<b>\$414,010</b>
<b>STABILIZATION</b>											
Biologist/Stabilization Specialist	0.50	\$6,807	0.50	\$6,807	0.50	0.50	\$6,807	0.50	\$6,807	0.50	\$27,229
Subtotal		\$6,807		\$6,807			\$6,807		\$6,807		\$27,229
Fringe		\$1,974		\$1,974			\$1,974		\$1,974		\$7,896
<b>Total Stabilization Pers Svcs</b>	<b>0.50</b>	<b>\$8,781</b>	<b>0.50</b>	<b>\$8,781</b>	<b>0.50</b>	<b>0.50</b>	<b>\$8,781</b>	<b>0.50</b>	<b>\$8,781</b>	<b>0.50</b>	<b>\$35,125</b>
<b>LOCAL SHARE</b>											
Local Share Specialist	1.00	\$9,769	1.00	\$9,769	1.00	1.00	\$9,769	1.00	\$9,769	1.00	\$39,077
Subtotal		\$9,769		\$9,769			\$9,769		\$9,769		\$39,077
Fringe		\$2,833		\$2,833			\$2,833		\$2,833		\$11,332
<b>Total Local Share Pers Svcs</b>	<b>1.00</b>	<b>\$12,602</b>	<b>1.00</b>	<b>\$12,602</b>	<b>1.00</b>	<b>1.00</b>	<b>\$12,602</b>	<b>1.00</b>	<b>\$12,602</b>	<b>1.00</b>	<b>\$50,409</b>
<b>TOTAL PERSONAL SERVICES</b>	<b>12.25</b>	<b>\$191,787</b>	<b>11.58</b>	<b>\$181,870</b>	<b>#REF!</b>	<b>11.25</b>	<b>\$176,912</b>	<b>11.25</b>	<b>\$176,912</b>	<b>11.58</b>	<b>\$727,481</b>

Open Spaces Work Plan  
MATERIALS AND SERVICES

<b>ADMINISTRATION</b>					
Office Supplies	\$150	\$150	\$150	\$150	\$600
Computer Software	\$100	\$100	\$100	\$100	\$400
Postage	\$500	\$500	\$500	\$500	\$2,000
Bond Issuance Costs					\$0
Temporary help	\$3,750	\$3,750	\$3,750	\$3,750	\$15,000
<b>Total</b>	<b>\$4,500</b>	<b>\$4,500</b>	<b>\$4,500</b>	<b>\$4,500</b>	<b>\$18,000</b>
<b>REFINEMENT</b>					
Office Supplies	\$0	\$0	\$0	\$0	\$0
Computer Software	\$0	\$0	\$0	\$0	\$0
Postage	\$0	\$0	\$0	\$0	\$0
Printing	\$0	\$0	\$0	\$0	\$0
Temporary help	\$0	\$0	\$0	\$0	\$0
Aerial Photograph	\$0	\$0	\$0	\$0	\$0
*Consulting	\$0	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>ACQUISITION</b>					
Office Supplies	\$262	\$262	\$262	\$262	\$1,048
Computer Software	\$100	\$100	\$100	\$100	\$400
Postage	\$1,500	\$1,500	\$1,500	\$1,500	\$6,000
Other costs/yr 2 & 3 30,000 appraisal	\$12,700	\$12,700	\$12,700	\$12,700	\$50,800
Printing	\$500	\$500	\$500	\$500	\$2,000
Temporary help	\$3,750	\$3,750	\$3,750	\$3,750	\$15,000
**Consult/Acq cst (10% of acq cost) Trails	\$85,375	\$85,375	\$85,375	\$85,375	\$341,500
**Consulting/Acq. cost (10% of acq cost)	\$359,576	\$359,576	\$359,576	\$359,576	\$1,438,302
<b>Total</b>	<b>\$463,762</b>	<b>\$463,762</b>	<b>\$463,762</b>	<b>\$463,762</b>	<b>\$1,855,050</b>
<b>STABILIZATION</b>					
Office Supplies	\$19	\$19	\$19	\$19	\$75
Computer Software	\$51	\$51	\$51	\$51	\$203
Postage	\$125	\$125	\$125	\$125	\$500
Parks	\$12,543	\$12,543	\$12,543	\$12,543	\$50,172
\$83.00 per acre purchased	\$24,796	\$24,796	\$24,796	\$24,796	\$99,185
Temporary help	\$0	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$37,534</b>	<b>\$37,534</b>	<b>\$37,534</b>	<b>\$37,534</b>	<b>\$150,135</b>
<b>LOCAL SHARE</b>					
Office Supplies	\$38	\$38	\$38	\$38	\$150
Computer Software	\$50	\$50	\$50	\$50	\$200
Postage	\$125	\$125	\$125	\$125	\$500
Payments to Other Governments	\$2,556,915	\$2,556,915	\$2,556,915	\$2,556,915	\$10,227,660
<b>Total</b>	<b>\$2,557,128</b>	<b>\$2,557,128</b>	<b>\$2,557,128</b>	<b>\$2,557,128</b>	<b>\$10,228,510</b>
<b>TOTAL MATERIAL AND SERVICES</b>	<b>\$3,062,924</b>	<b>\$3,062,924</b>	<b>\$3,062,924</b>	<b>\$3,062,924</b>	<b>\$12,251,694</b>

\* Includes Meeting facilitators, planners and landscape architects

\*\* Includes private negotiators, appraisers, surveys and environmental assessments

**Land Information**

	Year One	Year Two	Year Three
60% of 14 Reg Target Area	1,200	1,195	1,195

Open Spaces Work Plan

**CAPITAL OUTLAY**

ADMINISTRATION

Set up Capital (Workstations Computers)	\$0	\$0	\$0	\$0	\$0
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<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
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REFINEMENT

Set up Capital (Workstations Computers)	\$0	\$0	\$0	\$0	\$0
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GIS SETUP	\$0	\$0	\$0	\$0	\$0
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<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
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ACQUISITION

Set up Capital (Workstations Computers)	\$0	\$0	\$0	\$0	\$0
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Trails Purchased	\$853,749	\$853,749	\$853,749	\$853,749	\$3,414,996
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Trails Construction	\$200,000	\$200,000	\$200,000	\$200,000	\$800,000
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Land Purchased	\$3,595,755	\$3,595,755	\$3,595,755	\$3,595,755	\$14,383,020
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<b>Total</b>	<b>\$4,649,504</b>	<b>\$4,649,504</b>	<b>\$4,649,504</b>	<b>\$4,649,504</b>	<b>\$18,598,016</b>
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STABILIZATION

Set up Capital (Workstations Computers)	\$0	\$0	\$0	\$0	\$0
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<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
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LOCAL SHARE

Set up Capital (Workstations Computers)	\$0	\$0	\$0	\$0	\$0
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<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
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<b>TOTAL CAPITAL</b>	<b>\$4,649,504</b>	<b>\$4,649,504</b>	<b>\$4,649,504</b>	<b>\$4,649,504</b>	<b>\$18,598,016</b>
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**INTERFUND TRANSFERS**

Trans Indirect Costs to Support Services Fund	\$234,000
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Trans Indirect Costs to Building Mgmt Fund	\$15,600
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Trans Indirect Costs to Risk Mgmt Fund	\$11,440
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Trans Direct Costs to Support Services	\$268,148
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Trans Direct Costs to Reg Parks & Expo Fund	\$66,697
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<b>Total Transfers</b>	<b>\$595,885</b>
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**CONTINGENCY & UNAPP. BALANCE**

Contingency	\$40,000,000
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Unappropriated Balance	\$41,613,146
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<b>TOTAL REQUIREMENTS</b>	<b>\$113,786,222</b>
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Open Spaces Work Plan

YEAR TWO TOTALS

	FTE	1ST QTR	FTE	2ND QTR	FTE	FTE	3RD QTR	FTE	4TH QTR	FTE	Year 2
Administration											
Personal Services	5.00	\$66,901	4.33	\$56,983	4.00	4.00	\$52,026	4.00	\$52,026	4.33	\$227,936
Materials & Services		4,500		4,500			4,500		4,500		18,000
Capital Outlay		0		0			0		0		0
<b>Total</b>	<b>5.00</b>	<b>71,401</b>	<b>4.33</b>	<b>61,483</b>	<b>4.00</b>	<b>4.00</b>	<b>56,526</b>	<b>4.00</b>	<b>56,526</b>	<b>4.33</b>	<b>245,936</b>
Acquisition											
Personal Services	5.75	103,503	5.75	103,503	5.75	5.75	103,503	5.75	103,503	5.75	414,010
Materials & Services		463,762		463,762			463,762		463,762		1,855,050
Capital Outlay		4,649,504		4,649,504			4,649,504		4,649,504		18,598,016
<b>Total</b>	<b>5.75</b>	<b>5,216,769</b>	<b>5.75</b>	<b>5,216,769</b>	<b>5.75</b>	<b>5.75</b>	<b>5,216,769</b>	<b>5.75</b>	<b>5,216,769</b>	<b>5.75</b>	<b>20,867,076</b>
Stabilization											
Personal Services	0.50	8,781	0.50	8,781	0.50	0.50	8,781	0.50	8,781	0.50	35,125
Materials & Services		37,534		37,534			37,534		37,534		150,135
Capital Outlay		0		0			0		0		0
<b>Total</b>	<b>0.50</b>	<b>46,315</b>	<b>0.50</b>	<b>46,315</b>	<b>0.50</b>	<b>0.50</b>	<b>46,315</b>	<b>0.50</b>	<b>46,315</b>	<b>0.50</b>	<b>185,260</b>
Local Share											
Personal Services	1.00	12,602	1.00	12,602	1.00	1.00	12,602	1.00	12,602	1.00	50,409
Materials & Services		2,557,128		2,557,128			2,557,128		2,557,128		10,228,510
Capital Outlay		0		0			0		0		0
<b>Total</b>	<b>1.00</b>	<b>2,569,730</b>	<b>1.00</b>	<b>2,569,730</b>	<b>1.00</b>	<b>1.00</b>	<b>2,569,730</b>	<b>1.00</b>	<b>2,569,730</b>	<b>1.00</b>	<b>10,278,919</b>
<b>Year 2 Totals</b>											
Personal Services	12.25	\$191,787	11.58	\$181,870	11.25	11.25	\$176,912	11.25	\$176,912	11.58	\$727,481
Materials & Services	0.00	\$3,062,924	0.00	\$3,062,924	0.00	0.00	\$3,062,924	0.00	\$3,062,924	0.00	\$12,251,694
Capital Outlay	0.00	\$4,649,504	0.00	\$4,649,504	0.00	0.00	\$4,649,504	0.00	\$4,649,504	0.00	\$18,598,016
<b>Total</b>	<b>12.25</b>	<b>\$7,904,215</b>	<b>11.58</b>	<b>\$7,894,297</b>	<b>11.25</b>	<b>11.25</b>	<b>\$7,889,340</b>	<b>11.25</b>	<b>\$7,889,340</b>	<b>11.58</b>	<b>\$31,577,191</b>

Land Information

	Year One	Year Two	Year Three
60% of 14 Reg Target Area	1,200	1,195	1,195

Open Spaces Work Plan  
FY 1997/98

**RESOURCES**

Beginning Fund Balance	\$81,613,146
Interest Earnings	\$3,264,526
Gen Obligation Bond Proceeds	\$0
<b>TOTAL RESOURCES</b>	<b>\$84,877,672</b>

**PERSONAL SERVICES**

Working Title	FTE	1ST QTR	FTE	2ND QTR	FTE	FTE	3RD QTR	FTE	4TH QTR	FTE	Year 3
<b>ADMINISTRATION</b>											
Open Spaces Program Manager	1.00	\$16,792	1.00	\$16,792	1.00	1.00	\$16,792	1.00	\$16,792	1.00	\$67,167
Open Spaces Bus. Manager	1.00	\$11,993	1.00	\$11,993	1.00	1.00	\$11,993	1.00	\$11,993	1.00	\$47,970
Reception	1.00	\$6,612	1.00	\$6,612	1.00	1.00	\$6,612	1.00	\$6,612	1.00	\$26,446
Office Support	1.00	\$6,548	1.00	\$6,548	1.00	1.00	\$6,548	1.00	\$6,548	1.00	\$26,191
Subtotal		\$41,944		\$41,944			\$41,944		\$41,944		\$167,774
Fringe		\$12,164		\$12,164			\$12,164		\$12,164		\$48,654
<b>Total Admin Personal Services</b>	<b>4.00</b>	<b>\$54,107</b>	<b>4.00</b>	<b>\$54,107</b>	<b>4.00</b>	<b>4.00</b>	<b>\$54,107</b>	<b>4.00</b>	<b>\$54,107</b>	<b>4.00</b>	<b>\$216,428</b>
<b>ACQUISITION</b>											
GIS	0.25	\$3,118	0.25	\$3,118	0.25	0.25	\$3,118	0.25	\$3,118	0.25	\$12,472
Senior Real Estate Negotiator	1.00	\$15,916	1.00	\$15,916	1.00	1.00	\$15,916	1.00	\$15,916	1.00	\$63,664
Target Area Specialist (6 Trails)	1.00	\$14,437	1.00	\$14,437	1.00	1.00	\$14,437	1.00	\$14,437	1.00	\$57,747
Target Area Specialist (4.33 area)	1.00	\$14,298	1.00	\$14,298	1.00	1.00	\$14,298	1.00	\$14,298	1.00	\$57,192
Target Area Specialist (4.33 area)	1.00	\$14,298	1.00	\$14,298	1.00	1.00	\$14,298	1.00	\$14,298	1.00	\$57,192
Target Area Specialist (4.33 area)	1.00	\$14,298	1.00	\$14,298	1.00	1.00	\$14,298	1.00	\$14,298	1.00	\$57,192
Biologist/Stabilization Specialist	0.50	\$7,080	0.50	\$7,080	0.50	0.50	\$7,080	0.50	\$7,080	0.50	\$28,318
Subtotal		\$83,444		\$83,444			\$83,444		\$83,444		\$333,777
Fringe		\$24,199		\$24,199			\$24,199		\$24,199		\$96,795
<b>Total Acquisition Pers Svcs</b>	<b>5.75</b>	<b>\$107,643</b>	<b>5.75</b>	<b>\$107,643</b>	<b>5.75</b>	<b>5.75</b>	<b>\$107,643</b>	<b>5.75</b>	<b>\$107,643</b>	<b>5.75</b>	<b>\$430,572</b>
<b>STABILIZATION</b>											
Biologist/Stabilization Specialist	0.50	\$7,080	0.50	\$7,080	0.50	0.50	\$7,080	0.50	\$7,080	0.50	\$28,318
Subtotal		\$7,080		\$7,080			\$7,080		\$7,080		\$28,318
Fringe		\$2,053		\$2,053			\$2,053		\$2,053		\$8,212
<b>Total Stabilization Pers Svcs</b>	<b>0.50</b>	<b>\$9,133</b>	<b>0.50</b>	<b>\$9,133</b>	<b>0.50</b>	<b>0.50</b>	<b>\$9,133</b>	<b>0.50</b>	<b>\$9,133</b>	<b>0.50</b>	<b>\$36,530</b>
<b>LOCAL SHARE</b>											
Local Share Specialist	1.00	\$10,160	1.00	\$10,160	1.00	1.00	\$10,160	1.00	\$10,160	1.00	\$40,640
Subtotal		\$10,160		\$10,160			\$10,160		\$10,160		\$40,640
Fringe		\$2,946		\$2,946			\$2,946		\$2,946		\$11,786
<b>Total Local Share Pers Svcs</b>	<b>1.00</b>	<b>\$13,106</b>	<b>1.00</b>	<b>\$13,106</b>	<b>1.00</b>	<b>1.00</b>	<b>\$13,106</b>	<b>1.00</b>	<b>\$13,106</b>	<b>1.00</b>	<b>\$52,426</b>
<b>TOTAL PERSONAL SERVICES</b>	<b>11.25</b>	<b>\$183,989</b>	<b>11.25</b>	<b>\$183,989</b>	<b>11.25</b>	<b>11.25</b>	<b>\$183,989</b>	<b>11.25</b>	<b>\$183,989</b>	<b>11.25</b>	<b>\$735,957</b>

**Open Spaces Work Plan  
MATERIALS AND SERVICES**

<b>ADMINISTRATION</b>					
Office Supplies	\$150	\$150	\$150	\$150	\$600
Computer Software	\$100	\$100	\$100	\$100	\$400
Postage	\$500	\$500	\$500	\$500	\$2,000
Bond Issuance Costs					\$0
Temporary help	\$3,750	\$3,750	\$3,750	\$3,750	\$15,000
<b>Total</b>	<b>\$4,500</b>	<b>\$4,500</b>	<b>\$4,500</b>	<b>\$4,500</b>	<b>\$18,000</b>
<b>ACQUISITION</b>					
Office Supplies	\$262	\$262	\$262	\$262	\$1,048
Computer Software	\$100	\$100	\$100	\$100	\$400
Postage	\$1,500	\$1,500	\$1,500	\$1,500	\$6,000
Other costs/yr 2 & 3 30,000 appraisal	\$12,908	\$12,908	\$12,908	\$12,908	\$51,632
Printing	\$500	\$500	\$500	\$500	\$2,000
Temporary help	\$3,750	\$3,750	\$3,750	\$3,750	\$15,000
**Consult/Acq cst (10% of acq cost) Trails	\$85,375	\$85,375	\$85,375	\$85,375	\$341,500
**Consulting/Acq. cost (10% of acq cost)	\$359,576	\$359,576	\$359,576	\$359,576	\$1,438,302
<b>Total</b>	<b>\$463,970</b>	<b>\$463,970</b>	<b>\$463,970</b>	<b>\$463,970</b>	<b>\$1,855,882</b>
<b>STABILIZATION</b>					
Office Supplies	\$19	\$19	\$19	\$19	\$75
Computer Software	\$51	\$51	\$51	\$51	\$203
Postage	\$125	\$125	\$125	\$125	\$500
Parks	\$12,543	\$12,543	\$12,543	\$12,543	\$50,172
\$83.00 per acre purchased	\$24,796	\$24,796	\$24,796	\$24,796	\$99,185
Temporary help	\$0	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$37,534</b>	<b>\$37,534</b>	<b>\$37,534</b>	<b>\$37,534</b>	<b>\$150,135</b>
<b>LOCAL SHARE</b>					
Office Supplies	\$38	\$38	\$38	\$38	\$150
Computer Software	\$50	\$50	\$50	\$50	\$200
Postage	\$125	\$125	\$125	\$125	\$500
Payments to Other Governments	\$946,563	\$946,563	\$946,563	\$946,563	\$3,786,252
<b>Total</b>	<b>\$946,776</b>	<b>\$946,776</b>	<b>\$946,776</b>	<b>\$946,776</b>	<b>\$3,787,102</b>
<b>TOTAL MATERIAL AND SERVICES</b>	<b>\$1,452,780</b>	<b>\$1,452,780</b>	<b>\$1,452,780</b>	<b>\$1,452,780</b>	<b>\$5,811,118</b>

\* Includes Meeting facilitators, planners and landscape architects

\*\* Includes private negotiators, appraisers, surveys and environmental assessments.

**Land Information**

	Year One	Year Two	Year Three
60% of 14 Reg Target Area	1,200	1,195	1,195

Open Spaces Work Plan

CAPITAL OUTLAY

ADMINISTRATION

Set up Capital (Workstations Computers)	\$0	\$0	\$0	\$0	\$0
Total	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>

ACQUISITION

Set up Capital (Workstations Computers)	\$2,040	\$2,040	\$2,040	\$2,040	\$8,160
Trails Purchased	\$853,749	\$853,749	\$853,749	\$853,749	\$3,414,996
Trails Construction	\$200,000	\$200,000	\$200,000	\$200,000	\$800,000
Land Purchased	\$3,595,755	\$3,595,755	\$3,595,755	\$3,595,755	\$14,383,020
Total	<u>\$4,651,544</u>	<u>\$4,651,544</u>	<u>\$4,651,544</u>	<u>\$4,651,544</u>	<u>\$18,606,176</u>

STABILIZATION

Set up Capital (Workstations Computers)	\$0	\$0	\$0	\$0	\$0
Total	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>

LOCAL SHARE

Set up Capital (Workstations Computers)	\$0	\$0	\$0	\$0	\$0
Total	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>

TOTAL CAPITAL	<u>\$4,651,544</u>	<u>\$4,651,544</u>	<u>\$4,651,544</u>	<u>\$4,651,544</u>	<u>\$18,606,176</u>
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INTERFUND TRANSFERS

Trans Indirect Costs to Support Services Fund	\$243,360
Trans Indirect Costs to Building Mgmt Fund	\$16,224
Trans Indirect Costs to Risk Mgmt Fund	\$11,898
Trans Direct Costs to Support Services	\$278,872
Trans Direct Costs to Reg Parks & Expo Fund	\$69,365
Total Transfers	<u>\$619,719</u>

CONTINGENCY & UNAPP. BALANCE

Contingency	\$40,000,000
Unappropriated Balance	\$19,104,702
TOTAL REQUIREMENTS	<u>\$84,877,672</u>



**Open Spaces Work Plan  
YEAR THREE TOTALS**

	FTE	1ST QTR	FTE	2ND QTR	FTE	FTE	3RD QTR	FTE	4TH QTR	FTE	Year 3
<b>Administration</b>											
Personal Services	4.00	\$54,107	4.00	\$54,107	4.00	4.00	\$54,107	4.00	\$54,107	4.00	\$216,428
Materials & Services		4,500		4,500			4,500		4,500		18,000
Capital Outlay		0		0			0		0		0
<b>Total</b>	<b>4.00</b>	<b>58,607</b>	<b>4.00</b>	<b>58,607</b>	<b>4.00</b>	<b>4.00</b>	<b>58,607</b>	<b>4.00</b>	<b>58,607</b>	<b>4.00</b>	<b>234,428</b>
<b>Acquisition</b>											
Personal Services	5.75	107,643	5.75	107,643	5.75	5.75	107,643	5.75	107,643	5.75	430,572
Materials & Services		463,970		463,970			463,970		463,970		1,855,882
Capital Outlay		4,651,544		4,651,544			4,651,544		4,651,544		18,606,176
<b>Total</b>	<b>5.75</b>	<b>5,223,157</b>	<b>5.75</b>	<b>5,223,157</b>	<b>5.75</b>	<b>5.75</b>	<b>5,223,157</b>	<b>5.75</b>	<b>5,223,157</b>	<b>5.75</b>	<b>20,892,630</b>
<b>Stabilization</b>											
Personal Services	0.50	9,133	0.50	9,133	0.50	0.50	9,133	0.50	9,133	0.50	36,530
Materials & Services		37,534		37,534			37,534		37,534		150,135
Capital Outlay		0		0			0		0		0
<b>Total</b>	<b>0.50</b>	<b>46,666</b>	<b>0.50</b>	<b>46,666</b>	<b>0.50</b>	<b>0.50</b>	<b>46,666</b>	<b>0.50</b>	<b>46,666</b>	<b>0.50</b>	<b>186,665</b>
<b>Local Share</b>											
Personal Services	1.00	13,106	1.00	13,106	1.00	1.00	13,106	1.00	13,106	1.00	52,426
Materials & Services		946,776		946,776			946,776		946,776		3,787,102
Capital Outlay		0		0			0		0		0
<b>Total</b>	<b>1.00</b>	<b>959,882</b>	<b>1.00</b>	<b>959,882</b>	<b>1.00</b>	<b>1.00</b>	<b>959,882</b>	<b>1.00</b>	<b>959,882</b>	<b>1.00</b>	<b>3,839,528</b>
<b>Year 3 Totals</b>											
Personal Services	11.25	\$183,989	11.25	\$183,989	11.25	11.25	\$183,989	11.25	\$183,989	11.25	\$735,957
Materials & Services	0.00	\$1,452,780	0.00	\$1,452,780	0.00	0.00	\$1,452,780	0.00	\$1,452,780	0.00	\$5,811,118
Capital Outlay	0.00	\$4,651,544	0.00	\$4,651,544	0.00	0.00	\$4,651,544	0.00	\$4,651,544	0.00	\$18,606,176
<b>Total</b>	<b>11.25</b>	<b>\$6,288,313</b>	<b>11.25</b>	<b>\$6,288,313</b>	<b>11.25</b>	<b>11.25</b>	<b>\$6,288,313</b>	<b>11.25</b>	<b>\$6,288,313</b>	<b>11.25</b>	<b>\$25,153,251</b>

**Land Information**

	Year One	Year Two	Year Three
60% of 14 Reg Target Area	1,200	1,195	1,195

pen Spaces Work Plan

YEAR ONE TRANSFER TO SUPPORT SERVICES

Para/Legal	1.00	\$8,603	1.00	\$8,603	1.00	1.00	\$8,603	1.00	\$8,603	1.00	\$34,410
Para/Legal	0.00	\$0	1.00	\$8,603	1.00	1.00	\$8,603	1.00	\$8,603	0.75	\$25,808
Attorney	0.50	\$7,963	0.50	\$7,963	0.50	0.50	\$7,963	0.50	\$7,963	0.50	\$31,852
Attorney	0.00	\$0	0.00	\$0	0.75	0.75	\$11,945	0.75	\$11,945	0.38	\$23,889
Appraiser	0.00	\$0	0.00	\$0	1.00	1.00	\$13,347	1.00	\$13,347	0.50	\$26,694
Subtotal		\$16,566		\$25,168			\$50,460		\$50,460		\$142,653
Fringe		\$4,804		\$7,299			\$14,633		\$14,633		\$41,369
<b>TOTAL</b>	<b>1.50</b>	<b>\$21,369</b>	<b>2.50</b>	<b>\$32,467</b>		<b>4.25</b>	<b>\$65,093</b>	<b>4.25</b>	<b>\$65,093</b>	<b>3.13</b>	<b>\$184,022</b>

YEAR TWO TRANSFER TO SUPPORT SERVICE FUND

Para/Legal	1.00	\$8,947	1.00	\$8,947	1.00	1.00	\$8,947	1.00	\$8,947	1.00	\$35,787
Para/Legal	1.00	\$8,861	1.00	\$8,861	1.00	1.00	\$8,861	1.00	\$8,861	1.00	\$35,443
Attorney	1.25	\$20,545	1.25	\$20,545	1.25	1.25	\$20,545	1.25	\$20,545	1.25	\$82,179
Appraiser	1.00	\$13,615	1.00	\$13,615	1.00	1.00	\$13,615	1.00	\$13,615	1.00	\$54,458
Subtotal		\$51,967		\$51,967			\$51,967		\$51,967		\$207,867
Fringe		\$15,070		\$15,070			\$15,070		\$15,070		\$60,281
<b>TOTAL</b>	<b>4.25</b>	<b>\$67,037</b>	<b>4.25</b>	<b>\$67,037</b>		<b>4.25</b>	<b>\$67,037</b>	<b>4.25</b>	<b>\$67,037</b>	<b>4.25</b>	<b>\$268,148</b>

YEAR THREE TRANSFER TO SUPPORT SERVICE FUND

Para/Legal	1.00	\$9,305	1.00	\$9,305	1.00	1.00	\$9,305	1.00	\$9,305	1.00	\$37,218
Para/Legal	1.00	\$9,215	1.00	\$9,215	1.00	1.00	\$9,215	1.00	\$9,215	1.00	\$36,860
Attorney	1.25	\$21,367	1.25	\$21,367	1.25	1.25	\$21,367	1.25	\$21,367	1.25	\$85,466
Appraiser	1.00	\$14,159	1.00	\$14,159	1.00	1.00	\$14,159	1.00	\$14,159	1.00	\$56,636
Subtotal		\$54,045		\$54,045			\$54,045		\$54,045		\$216,180
Fringe		\$15,673		\$15,673			\$15,673		\$15,673		\$62,692
<b>TOTAL</b>	<b>4.25</b>	<b>\$69,718</b>	<b>4.25</b>	<b>\$69,718</b>		<b>4.25</b>	<b>\$69,718</b>	<b>4.25</b>	<b>\$69,718</b>	<b>4.25</b>	<b>\$278,872</b>

YEAR ONE LAND BANKING COSTS

<b>PERSONAL SERVICES</b>											
Land Banking	0.00	\$0	0.00	\$0	1.00	1.00	\$10,612	1.00	\$10,612	0.50	\$21,225
Subtotal		\$0		\$0			\$10,612		\$10,612		\$21,225
Fringe		\$0		\$0			\$3,078		\$3,078		\$6,155
Total Land Banking Personal Service	0.00	\$0	0.00	\$0	1.00	1.00	\$13,690	1.00	\$13,690	0.50	\$27,380

MATERIALS & SERVICES

Trails Land Banking costs		\$2,500		\$2,500			\$2,500		\$2,500		\$10,000
Land: 50% of cu yr + 100% accum x \$83		\$12,450		\$12,450			\$12,450		\$12,450		\$49,800
<b>Total</b>		<b>\$14,950</b>		<b>\$14,950</b>			<b>\$14,950</b>		<b>\$14,950</b>		<b>\$59,800</b>

<b>TOTAL YEAR ONE</b>	<b>0.00</b>	<b>\$14,950</b>	<b>0.00</b>	<b>\$14,950</b>		<b>1.00</b>	<b>\$28,640</b>	<b>1.00</b>	<b>\$28,640</b>	<b>0.50</b>	<b>\$87,180</b>
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YEAR TWO LAND BANKING COSTS

<b>PERSONAL SERVICES</b>											
Land Banking	1.00	\$10,825	1.00	\$10,825	1.00	1.00	\$10,825	1.00	\$10,825	1.00	\$43,298
Subtotal		\$10,825		\$10,825			\$10,825		\$10,825		\$43,298
Fringe		\$3,139		\$3,139			\$3,139		\$3,139		\$12,556
Total Land Banking	1.00	\$13,964	1.00	\$13,964	1.00	1.00	\$13,964	1.00	\$13,964	1.00	\$55,854

MATERIALS & SERVICES

Trails Land Banking costs		\$5,000		\$5,000			\$5,000		\$5,000		\$20,000
Land: 50% of cu yr + 100% accum x \$83		\$37,298		\$37,298			\$37,298		\$37,298		\$149,193
<b>Total</b>		<b>\$42,298</b>		<b>\$42,298</b>			<b>\$42,298</b>		<b>\$42,298</b>		<b>\$169,193</b>

<b>TOTAL YEAR TWO</b>	<b>1.00</b>	<b>\$56,262</b>	<b>1.00</b>	<b>\$56,262</b>		<b>1.00</b>	<b>\$56,262</b>	<b>1.00</b>	<b>\$56,262</b>	<b>1.00</b>	<b>\$225,047</b>
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YEAR THREE LAND BANKING COSTS

<b>PERSONAL SERVICES</b>											
Land Banking	1.00	\$11,258	1.00	\$11,258	1.00	1.00	\$11,258	1.00	\$11,258	1.00	\$45,030
Subtotal		\$11,258		\$11,258			\$11,258		\$11,258		\$45,030
Fringe		\$3,265		\$3,265			\$3,265		\$3,265		\$13,059
Total Land Banking	1.00	\$11,258	1.00	\$11,258	1.00	1.00	\$11,258	1.00	\$11,258	1.00	\$58,089

MATERIALS & SERVICES

Trails Land Banking costs		\$10,000		\$10,000			\$10,000		\$10,000		\$40,000
Land: 50% of cu yr + 100% accum x \$83		\$58,692		\$58,692			\$58,692		\$58,692		\$234,768
<b>Total</b>		<b>\$68,692</b>		<b>\$68,692</b>			<b>\$68,692</b>		<b>\$68,692</b>		<b>\$274,768</b>

<b>TOTAL YEAR THREE</b>	<b>1.00</b>	<b>\$79,950</b>	<b>1.00</b>	<b>\$79,950</b>		<b>1.00</b>	<b>\$79,950</b>	<b>1.00</b>	<b>\$79,950</b>	<b>1.00</b>	<b>\$332,857</b>
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OPEN SPACES WORK PLAN FINANCIAL PROJECTION ASSUMPTIONS

All figures are based on the best estimates and expected availability of willing sellers.

1	All costs with the exception of land bank costs and local share costs will be capitalized. (Bond proceeds must be.)
2	Land bank costs will probably be budgeted in the Parks Fund but are displayed here to demonstrate full program. Resources assume a transfer from General Fund equal to the Land Bank costs.
3	Open Spaces Program Manager is projected at midrange Senior Manager beginning 10/1/95.
4	Senior Real Estate Negotiator is projected at Manager level, actual salary beginning 7/1/95.
5	Open Spaces Finance/Budget FTE is projected at Sr. Admin. Svcs Analyst actual salary and begins 9/1/95
6	Reception is projected at Program Assistant 2 and the current temporary staffs salary and begins 7/1/95
7	Office Support is budgeted at Receptions salary to begin 10/1/95. 3 year limited duration assumed
8	All Target Area Specialists (TA's), Real Estate Negotiators are limited duration 3 year positions and budgeted at top of range 18. Hire date for this projection for all TA's is 10/1/95 on three with trail's TA existing. All are assumed to be functioning in refinement until the fourth quarter of the first year then assumed to be only working on property acquisition.
9	GIS staff is existing Assoc. Regional Planner staff and projected at actual salary. 1 FTE is budgeted for the first year than reduced to .25 in subsequent two years.
10	Paralegal is projected at Assoc. Legal Planner, existing temporary employee salary level and begins 7/1/95, second paralegal is assumed to have the same salary level and begins October 1, 1995, budgeted in SS Fund
11	Attorneys are Sr Asst. Counsel proj. at .50 until 1/1/96 when an additional .75 FTE is employed. Both budgeted in SS Fund
12	Appraiser is hired 1/1/96 for review of appraisals. This range 18 position is budgeted at top of range. This position is assumed to be a limited duration two and one half years and budgeted in SS Fund
13	Local Share is hired 10/1/95 at a Senior Planner, top of range limited duration position.
14	Land Bank .50 FTE hired 1/1/96 at Regional Park Supervisor (Senior Service Supervisor) level. This position is budgeted in Regional Parks and Expo Fund at mid range.
15	All staff increases are assumed to be 4% per year for Personal Services. Fringe rate was provided by Finance Dept. and expected to be 29%. All salaries are calculated annually & divided by quarters evenly.
16	First year projections include new computers and office set-ups for sixteen new employees. If existing equipment is available, all of these funds will not be expended
17	Projections assume, level land purchases throughout the three years.
18	Acquisition related costs are expected to be 10% of land purchase price incl cost of negotiators, appraisers, surveys and environmental assessments.
19	Additional funds have been budgeted for miscellaneous costs but not detailed. These include mileage reimbursement, meeting expenses, subscriptions, dues etc.
20	PR person is Range 18 Senior Public Affairs, budgeted at mid range. mileage reimbursement, meeting expenses, subscriptions, dues etc:

Overall constraints of these projections are as follows:

- The Refinement Process is to be completed on all 14 Regional Target Areas and all 6 Trails of both Tier I and Tier II
- Acquisition is to be pursued in all 14 Regional TAs and 6 Trails of both Tier I and Tier II
- Benchmark: 60% acquisition of the 14 Regional TA's and 60% of the 6 Trails.

# Personal Service Detail

Fund/Department/Working Title	Classification	Hire	Beg Sal	Term	Yr. 1	Yr. 2	Yr. 3	Yr. 1	Yr. 2	Yr. 3	
								Assumes 2088 work year			
<b>OPEN SPACES FUND</b>											
<b>ADMINISTRATION</b>											
Open Spaces Program Manager	Senior Manager	10/1/95	\$30.03	Prog	0.75	1,566	1.00	1.00	47,027	64,584	67,167
Budget/Finance	Sr. Admin. Services Analyst	9/1/95	\$21.38	Prog	0.83	1,740	1.00	1.00	37,198	46,125	47,970
Public Affairs Specialist	Senior Public Affairs Spec	11/1/95	\$22.09	1 yr.	0.67	1,392	0.33	0.00	30,749	15,375	0
Receptionist	Program Assistant 2	7/1/95	\$11.71	5 yr.	1.00	2,088	1.00	1.00	24,450	25,428	26,446
Office Support	Program Assistant 2	10/1/95	\$11.71	3 yr.	0.75	1,566	1.00	1.00	18,338	25,184	26,191
<b>REFINEMENT/ACQUISITION</b>											
Senior Real Estate Negotiator	Manger	7/1/95	\$28.19	Prog	1.00	2,088	1.00	1.00	58,861	61,215	63,664
Target Area Specialist	Sr. Regional Planner	10/1/95	\$25.57	3 yr.	0.75	1,566	1.00	1.00	40,043	54,992	57,192
Target Area Specialist	Sr. Regional Planner	10/1/95	\$25.57	3 yr.	0.75	1,566	1.00	1.00	40,043	54,992	57,192
Target Area Specialist	Sr. Regional Planner	10/1/95	\$25.57	3 yr.	0.75	1,566	1.00	1.00	40,043	54,992	57,192
Target Area Specialist/Trails	Sr. Regional Planner	7/1/95	\$25.57	3 yr.	1.00	2,088	1.00	1.00	53,390	55,526	57,747
GIS	Associate Regional Planner	7/1/95	\$22.09	3 yr.	1.00	2,088	0.25	0.25	46,124	11,992	12,472
Biologist/Stabilization	Sr. Regional Planner	7/1/95	\$25.57	Prog	0.50	1,044	1.00	1.00	26,695	54,458	56,636
<b>LOCAL SHARE</b>											
Local Share	Associate Regional Planner	10/1/95	\$18.17	3 yr.	0.75	1,566	1.00	1.00	28,454	39,077	40,640
<b>Total Open Space Fund</b>					10.50		11.58	11.25	491,414	563,940	570,508
<b>Support Service Fund (Trans From Open Space)</b>											
Attorney	Senior Assistant Counsel	7/1/95	\$30.51	Prog	0.50	1,044	0.50	0.50	31,852	32,489	33,789
Attorney	Senior Assistant Counsel	12/1/96	\$30.51	2.5 yr.	0.38	783	0.75	0.75	23,889	49,690	51,677
Para Legal	Law Clerk	7/1/95	\$16.48	Prog	1.00	2,088	1.00	1.00	34,410	35,787	37,218
Para Legal	Law Clerk	10/1/95	\$16.48	3 yr.	0.75	1,566	1.00	1.00	25,808	35,443	36,860
Appraiser	Sr. Regional Planner	1/1/96	\$25.57	2.5 yr.	0.50	1,044	1.00	1.00	26,695	54,458	56,636
<b>Total Support Service Fund</b>					3.13		4.25	4.25	142,655	207,866	216,181
<b>General Fund/Parks &amp; Greenspaces</b>											
<b>LAND BANKING</b>											
Land Banking (Funded by Gen. Fund)	Sr Service Supervisor	1/1/96	\$20.33	Prog	0.50	1,044	1.00	1.00	21,225	43,298	45,030
<b>Total General Fund/Parks &amp; Greenspaces</b>					0.50		1.00	1.00	21,225	43,298	45,030
<b>GRAND TOTAL FOR PROGRAM</b>					14.13		16.83	16.50	655,294	815,104	831,719

D.3.

BEFORE THE METRO COUNCIL

AN ORDINANCE AMENDING THE FY 1995-96	)	ORDINANCE NO. 95-619
BUDGET AND APPROPRIATIONS	)	
SCHEDULE TO IMPLEMENT THE OPEN	)	Introduced by Mike Burton
SPACES WORK PROGRAM, ADDING 7.63	)	Executive Officer
FTE IN VARIOUS FUNDS, TRANSFERRING	)	
\$87,180 FROM THE GENERAL FUND TO THE	)	
REGIONAL PARKS AND EXPO FUND, AND	)	
TRANSFERRING APPROPRIATIONS WITHIN	)	
THE SUPPORT SERVICES AND OPEN	)	
SPACES FUND; AND DECLARING AN	)	
EMERGENCY	)	

WHEREAS, The Metro Council has reviewed and approved the Open Spaces work program; and

WHEREAS, The implementation of the Open Spaces work program will require the addition of staff and the modification of the FY 1995-96 Adopted Budget; and

WHEREAS, The Metro Council has reviewed and considered the need to transfer appropriations within the FY 1995-96 Budget; and

WHEREAS, The need for a transfer of appropriation has been justified; and

WHEREAS, Adequate funds exist for other identified needs; now, therefore,

THE METRO COUNCIL ORDAINS AS FOLLOWS;

1. That the FY 1995-96 Budget and Schedule of Appropriations are hereby amended as shown in the column titled "Revision" of Exhibits A and B to this Ordinance for the purposes of implementing the Open Spaces work program. Specific actions include

- Transferring \$87,180 from the General Fund to the Regional Parks and Expo Fund, adding 0.50 FTE and maintenance funds to provide land banking needs for land acquired under the Open Spaces program;

- Transferring \$141,271 from the Support Services Fund Contingency to the Office of General Counsel, adding 2.63 FTE to provide needed legal services for the Open Spaces program;

- Transferring appropriations within the Open Spaces Fund to reflect the approved work program and adding 4.50 FTE.

2. This Ordinance being necessary for the immediate preservation of the public health, safety or welfare of the Metro area in order to meet obligations and comply with Oregon Budget Law, an emergency is declared to exist, and this Ordinance takes effect upon passage.

ADOPTED by the Metro Council this \_\_\_\_ day of \_\_\_\_\_, 1995.

\_\_\_\_\_  
J. Ruth McFarland, Presiding Officer

ATTEST:

Approved as to Form:

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Daniel B. Cooper, General Counsel

**Exhibit A  
Ordinance No. 95-619**

FISCAL YEAR 1995-96		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
<b>General Fund</b>							
<b>General Expenses</b>							
<u>Interfund Transfers</u>							
581513	Trans. Indirect Costs to Bldg. Fund-Regional Center		296,950		0		296,950
581610	Trans. Indirect Costs to Support Svcs. Fund		427,687		0		427,687
581615	Trans. Indirect Costs to Risk Mgmt. Fund-Gen'l		2,576		0		2,576
581615	Trans. Indirect Costs to Risk Mgmt. Fund-Workers' Comp		3,325		0		3,325
581615	Trans. Indirect Costs to Risk Mgmt. Fund (Open Spaces)		10,000		0		10,000
583615	Trans. Direct Costs to Risk Mgmt Fund (Open Spaces EIL)		10,000		0		10,000
<u>Excise Tax Transfers</u>							
582140	Trans. Res. to Planning Fund		3,415,068		0		3,415,068
582513	Trans. Res. to Building Mgmt. Fund		53,328		0		53,328
582554	Trans. Res. to Spectator Facilities fund		250,000		0		250,000
582160	Trans. Res. to Reg. Parks/Expo Fund		533,709		87,180		620,889
582160	Trans. Res. to Reg. Parks/Expo Fund (earn'd on facilities)		213,329		0		213,329
<b>Total Interfund Transfers</b>			<b>5,215,972</b>		<b>87,180</b>		<b>5,303,152</b>
<u>Contingency and Unappropriated Balance</u>							
599999	Contingency		558,336		(87,180)		471,156
599990	Unappropriated Fund Balance		200,000		0		200,000
<b>Total Contingency and Unappropriated Balance</b>			<b>758,336</b>		<b>(87,180)</b>		<b>671,156</b>
<b>TOTAL FUND REQUIREMENTS</b>		<b>19.55</b>	<b>7,379,395</b>	<b>0.00</b>	<b>0</b>	<b>19.55</b>	<b>7,379,395</b>

**NOTE:** This "Current Budget" for the General Fund reflected in this ordinance assumes adoption of Ordinance No. 95-617 transferring \$20,000 from the General Fund Contingency to the Building Management Fund to pay for the improvements needed to Metro Regional Center to accommodate the Open Spaces Program staff.

**Exhibit A  
Ordinance No. 95-619**

FISCAL YEAR 1995-96		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
<b>Support Services Fund</b>							
<b>Resources</b>							
<u>Resources</u>							
305000	Fund Balance						
	*Undesignated		65,000		0		65,000
	*Contractor's License		200,313		0		200,313
	*Capital Replacement Reserve		420,763		0		420,763
321100	Contractors' License Fee		330,000		0		330,000
339200	Contract and Professional Services		100,767		0		100,767
392010	Trans. Indirect Costs from General Fund		427,687		0		427,687
392120	Trans. Indirect Costs from Zoo Oper. Fund		1,285,845		0		1,285,845
392140	Trans. Indirect Costs from Planning Fund		1,435,684		0		1,435,684
392150	Trans. Indirect Costs from Open Spaces Fund		225,000		0		225,000
392160	Trans. Indirect Costs from Reg. Parks/Expo Fund		421,695		0		421,695
392413	Trans. Indirect Costs from Gen'l Revenue Bond Fund		15,000		0		15,000
392531	Trans. Indirect Costs from S.W. Revenue Fund		2,241,875		0		2,241,875
392550	Trans. Indirect Costs from OCC Operating Fund		548,225		0		548,225
392553	Trans. Indirect Costs from Spec. Fac. Fund		347,536		0		347,536
392559	Trans. Indirect Costs from Conv. Ctr. Cap. Fund		14,414		0		14,414
393150	Trans. Direct Costs from Open Spaces Fund		140,921		43,101		184,022
393160	Trans. Direct Costs from Reg. Parks/Expo Fund		14,451		0		14,451
393550	Trans. Direct Costs from OCC Operating Fund		95,209		0		95,209
393553	Trans. Direct Costs from Spec. Fac. Fund		60,355		0		60,355
<b>TOTAL FUND RESOURCES</b>			<b>8,390,740</b>		<b>43,101</b>		<b>8,433,841</b>



**Exhibit A  
Ordinance No. 95-619**

FISCAL YEAR 1995-96		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
<b>Support Services Fund</b>							
<b>Office of General Counsel</b>							
<u>Personal Services</u>							
511121	SALARIES-REGULAR EMPLOYEES (full time)						
	Administrator	1.00	90,217		0	1.00	90,217
	Senior Assistant Counsel	3.00	206,609	0.38	23,889	3.38	230,498
	Senior Regional Planner		0	0.50	26,694	0.50	26,694
	Law Clerk		0	1.75	60,218	1.75	60,218
511221	WAGES-REGULAR EMPLOYEES (full time)						
	Legal Secretary	1.00	39,385		0	1.00	39,385
	Administrative Support Assistant C	1.00	26,769		0	1.00	26,769
511400	OVERTIME		2,709		0		2,709
512000	FRINGE		100,564		30,470		131,034
<b>Total Personal Services</b>		<b>6.00</b>	<b>466,253</b>	<b>2.63</b>	<b>141,271</b>	<b>8.63</b>	<b>607,524</b>
<u>Materials &amp; Services</u>							
521100	Office Supplies		1,554		0		1,554
521110	Computer Software		208		0		208
521111	Computer Supplies		600		0		600
521290	Other Supplies		224		0		224
521310	Subscriptions		11,531		0		11,531
521320	Dues		1,808		0		1,808
521540	Maintenance & Repairs Supplies-Equipment		916		0		916
526310	Printing Services		245		0		245
526420	Postage		510		0		510
526440	Delivery Services		364		0		364
526500	Travel		2,291		0		2,291
526700	Temporary Help Services		1,248		0		1,248
526800	Training, Tuition, Conferences		3,147		0		3,147
529020	Litigation Expense		624		0		624
529500	Meetings		468		0		468
529800	Miscellaneous		208		0		208
<b>Total Materials &amp; Services</b>			<b>25,946</b>		<b>0</b>		<b>25,946</b>
<b>Total Office of General Counsel</b>		<b>6.00</b>	<b>492,199</b>	<b>2.63</b>	<b>141,271</b>	<b>8.63</b>	<b>633,470</b>
<b>General Expenses</b>							
<b>Total Interfund Transfers</b>			<b>732,472</b>		<b>0</b>		<b>732,472</b>
<u>Contingency and Unappropriated Balance</u>							
599999	Contingency						
	• General		231,726		0		231,726
	• Contractor's License		40,772		0		40,772
	• Open Spaces Bond Project		365,921		(141,271)		224,650
	• Washington Park Zoo Station Project		15,000		0		15,000
599990	Unappropriated Fund Balance						
	• Contractor's License		249,150		0		249,150
	• Open Spaces Bond Project		0		43,101		43,101
	• Capital Replacement Reserve		420,763		0		420,763
<b>Total Contingency and Unappropriated Balance</b>			<b>1,323,332</b>		<b>(98,170)</b>		<b>1,225,162</b>
<b>TOTAL FUND REQUIREMENTS</b>		<b>85.81</b>	<b>8,390,740</b>	<b>2.63</b>	<b>43,101</b>	<b>88.44</b>	<b>8,433,841</b>

**Exhibit A  
Ordinance No. 95-619**

FISCAL YEAR 1995-96		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
<b>Regional Parks and Expo Fund</b>							
<b>Resources</b>							
<u>Resources</u>							
<b>REGIONAL PARKS &amp; GREENSPACES</b>							
305000	Fund Balance - Unrestricted		288,000		0		288,000
305000	Fund Balance - restricted		143,196		0		143,196
322000	Boat Ramp Use Permit		930		0		930
	U.S. Fish & Wildlife Service (Years 1 & 2)		58,428		0		58,428
	U.S. Fish & Wildlife Service (Year 3)		336,813		0		336,813
	U.S. Fish & Wildlife Service (Year 4)		374,716		0		374,716
331120	Federal Grants-Operating-Indirect FHWA/CMAQ		42,500		0		42,500
334110	State Grants-Operating-Direct Oregon State Marine Board		55,000		0		55,000
337210	Local Grants-Operating-Direct Portland Parks		5,000		0		5,000
	Gresham		500		0		500
	City of Portland, IPA/EPA		4,500		0		4,500
338000	Local Gov't Shared Revenues-R.V. Registration Fees		249,394		0		249,394
338200	Local Gov't Shared Revenues		140,000		0		140,000
339200	Contract Services		1,315,662		0		1,315,662
339300	Government Contributions Multnomah County Sherrifs		10,500		0		10,500
	Port of Portland		2,000		0		2,000
	Cemetary Services		10,000		0		10,000
341700	Cemetary Services		111,395		0		111,395
341710	Cemetary Sales		60,791		0		60,791
347100	Admissions		287,250		0		287,250
347120	Reservation Fees		100,930		0		100,930
347152	Family Camp Fees		25,116		0		25,116
347153	Group Camp Fee		6,047		0		6,047
347220	Rental-Buildings		23,023		0		23,023
347300	Food Service		4,093		0		4,093
347810	Management Fee Income - Glendoveer income		692,028		0		692,028
347830	Contract Revenue - Glendoveer Lease		18,977		0		18,977
347840	Concessions Revenue		7,348		0		7,348
347900	Other Miscellaneous Revenue		22,834		0		22,834
347960	Boat Launch Fees		128,372		0		128,372
361100	Interest Earned		13,685		0		13,685
373500	Sale of Proprietary Assets		17,170		0		17,170
391010	Trans. of Resources from General Fund		533,709		87,180		620,889
391010	Trans. of Res. from Gen'l Fund (earned on Parks/Expo)		213,329		0		213,329
393150	Trans. Direct Costs from Open Spaces Fund		64,132		0		64,132
393761	Trans. Direct Costs from Smith & Bybee Lakes Fund		50,470		0		50,470
393765	Trans. Direct Costs from Regional Parks Trust Fund		4,000		0		4,000
<b>EXPO CENTER</b>							
305000	Fund Balance - Unrestricted				0		
	• Unrestricted		272,348		0		272,348
	• Capital Requirements		133,000		0		133,000
	• Renewal & Replacement		700,000		0		700,000
347220	Rental-Buildings		562,051		0		562,051
347300	Food Service		1,221,400		0		1,221,400
347600	Utility Services		46,511		0		46,511
347900	Other Miscellaneous Revenue		40,851		0		40,851
361100	Interest Earned		66,000		0		66,000
372100	Reimbursements-Labor		30,523		0		30,523
374000	Parking Fees		681,302		0		681,302
<b>TOTAL FUND RESOURCES</b>			<b>9,175,824</b>		<b>87,180</b>		<b>9,263,004</b>

**Exhibit A  
Ordinance No. 95-619**

FISCAL YEAR 1995-96		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
<b>Regional Parks and Expo Fund</b>							
<b>Regional Parks and Greenspaces Department</b>							
<u>Personal Services</u>							
511121	SALARIES-REGULAR EMPLOYEES (full time)						
	Director	1.00	67,723	0.00	0	1.00	67,723
	Manager	1.00	61,164	0.00	0	1.00	61,164
	Senior Service Supervisor	3.00	122,348	0.50	21,225	3.50	143,573
	Program Supervisor	1.00	45,797	0.00	0	1.00	45,797
	Senior Regional Planner	2.25	121,130	0.00	0	2.25	121,130
	Associate Regional Planner	2.00	84,326	0.00	0	2.00	84,326
	Assistant Management Analyst	1.00	33,744	0.00	0	1.00	33,744
	Program Coordinator	1.90	72,562	0.00	0	1.90	72,562
511125	SALARIES-REGULAR EMPLOYEES (PART time)						
	Senior Regional Planner	0.50	26,195	0.00	0	0.50	26,195
511221	WAGES-REGULAR EMPLOYEES (full time)						
	Administrative Secretary	1.00	32,152	0.00	0	1.00	32,152
	Secretary	1.00	26,453	0.00	0	1.00	26,453
	Program Assistant 2	1.00	25,184	0.00	0	1.00	25,184
511225	WAGES-REGULAR EMPLOYEES (part time)						
	Receptionist	0.80	15,773	0.00	0	0.80	15,773
	Program Assistant 2	0.55	13,851	0.00	0	0.55	13,851
511235	WAGES-TEMPORARY EMPLOYEES (part time)						
	Park Workers	13.35	189,094	0.00	0	13.35	189,094
	Park Rangers	1.50	22,707	0.00	0	1.50	22,707
	Clerical Assistance	0.50	7,047	0.00	0	0.50	7,047
	Rafting guides	0.25	6,525	0.00	0	0.25	6,525
511321	WAGES-REGULAR EMPLOYEES-REPRESENTED 483 (full time)						
	Arborist	1.00	38,064	0.00	0	1.00	38,064
	Senior Gardener	1.00	38,064	0.00	0	1.00	38,064
	Gardener 1	1.00	31,884	0.00	0	1.00	31,884
	Park Ranger	10.00	334,828	0.00	0	10.00	334,828
511400	OVERTIME		12,325		0		12,325
511500	PREMIUM PAY		1,821		0		1,821
512000	FRINGE		402,030		6,155		408,185
<b>Total Personal Services</b>		<b>46.60</b>	<b>1,832,791</b>	<b>0.50</b>	<b>27,380</b>	<b>47.10</b>	<b>1,860,171</b>

<u>Materials &amp; Services</u>							
521100	Office Supplies		5,682		0		5,682
521110	Computer Software		5,895		0		5,895
521111	Computer Supplies		2,345		0		2,345
521210	Landscape Supplies		30,350		0		30,350
521220	Custodial Supplies		7,780		0		7,780
521240	Graphics/Reprographic Supplies		675		0		675
521250	Tableware Supplies		1,100		0		1,100
521260	Printing Supplies		200		0		200
521270	Animal Food		110		0		110
521290	Other Operating Supplies		19,397		0		19,397
521292	Small Tools		4,069		0		4,069
521310	Subscriptions		850		0		850
521320	Dues		865		0		865
521510	Maintenance & Repairs Supplies-Building		14,635		0		14,635
521520	Maintenance & Repairs Supplies-Grounds		40,066		0		40,066
521540	Maintenance & Repairs Supplies-Equipment		12,095		0		12,095
523100	Merchandise for Resale-Food		9,500		0		9,500
523200	Merchandise for Resale-Retail		3,000		0		3,000
524110	Accounting & Auditing Services		4,200		0		4,200
524190	Miscellaneous Professional Services		1,033,624		0		1,033,624
525110	Utilities-Electricity		170		0		28,170
525120	Utilities-Water & Sewer Charges		945		0		6,945

**Exhibit A  
Ordinance No. 95-619**

FISCAL YEAR 1995-96		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
<b>Regional Parks and Expo Fund</b>							
525140	Utilities-Heating Fuel		3,953		0		3,953
525150	Utilities-Sanitation Service		18,005		0		18,005
525190	UtilitiesOther		2,100		0		2,100
525610	Maintenance & Repair Services-Building		39,325		0		39,325
525620	Maintenance & Repairs Services-Grounds		72,000		59,800		131,800
525640	Maintenance & Repairs Services-Equipment		5,619		0		5,619
525710	Equipment Rental		23,091		0		23,091
525740	Capital Lease		2,500		0		2,500
526200	Ads & Legal Notices		2,475		0		2,475
526310	Printing Services		43,425		0		43,425
526320	Typesetting & Reprographics Services		2,500		0		2,500
526410	Telephone		8,954		0		8,954
526420	Postage		19,890		0		19,890
526440	Delivery Services		775		0		775
526500	Travel		5,100		0		5,100
526510	Mileage Reimbursement		2,780		0		2,780
526700	Temporary Help Services		1,200		0		1,200
526800	Training, Tuition, Conferences		8,050		0		8,050
526900	Misc. Other Purchased Services		220		0		220
529910	Uniform Supply		8,000		0		8,000
528100	License, Permits, Payment to Agencies		239,710		0		239,710
528310	Real Property Taxes		88,500		0		88,500
529500	Meetings		1,250		0		1,250
529835	External Promotion		16,355		0		16,355
<b>Total Materials &amp; Services</b>			<b>1,847,330</b>		<b>59,800</b>		<b>1,907,130</b>
<b>Total Capital Outlay</b>			<b>1,151,200</b>		<b>0</b>		<b>1,151,200</b>
<b>Total Regional Parks &amp; Greenspaces</b>		<b>46.60</b>	<b>4,831,321</b>	<b>0.50</b>	<b>87,180</b>	<b>47.10</b>	<b>4,918,501</b>
<b>Expo Center</b>							
<b>Total Expo Center</b>		<b>11.83</b>	<b>1,949,961</b>	<b>0.00</b>	<b>0</b>	<b>11.83</b>	<b>1,949,961</b>
<b>General Expenses</b>							
<b>Total Interfund Transfers</b>			<b>640,736</b>		<b>0</b>		<b>640,736</b>
<b>Contingency and Unappropriated Balance</b>							
599999	Contingency						
	• Undesignated		313,265		0		313,265
	• Open Spaces Bonds		64,132		0		64,132
599990	Unappropriated Balance		0		0		0
	• Undesignated		636,409		0		636,409
	• Expo Center Renewal & Replacement		740,000		0		740,000
<b>Total Contingency and Unappropriated Balance</b>			<b>1,753,806</b>		<b>0</b>		<b>1,753,806</b>
<b>TOTAL FUND REQUIREMENTS</b>		<b>58.43</b>	<b>9,175,824</b>	<b>0.50</b>	<b>87,180</b>	<b>58.93</b>	<b>9,263,004</b>

**NOTE:** The "Current Budget" for the Regional Parks and Expo Fund reflected in this ordinance assumes the adoption of Ordinance No. 95-618, recognizing \$67,000 in additional grant resources or local match, transferring \$5,000 from Contingency and increasing the Regional Parks and Greenspaces Department materials and services appropriation by \$72,000 to provide emergency dredging work at the Gleason Boat Ramp; and adoption of Ordinance No. 95-620 transferring \$23,500 from capital outlay and \$15,000 from Contingency to materials and services to provide for roof replacement at Blue Lake Park's Curry maintenance building.

**Exhibit A  
Ordinance No. 95-619**

FISCAL YEAR 1995-96		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
<b>Regional Parks and Expo Fund</b>							
<b>Regional Parks and Greenspaces Department (Administration)</b>							
<b>Total Administration</b>		<b>4.80</b>	<b>256,454</b>	<b>0.00</b>	<b>0</b>	<b>4.80</b>	<b>256,454</b>

**Regional Parks and Greenspaces Department (Operations and Maintenance)**

<u>Personal Services</u>							
511121	SALARIES-REGULAR EMPLOYEES (full time)						
	Senior Service Supervisor	3.00	122,348	0.50	21,225	3.50	143,573
	Program Supervisor	1.00	45,797		0	1.00	45,797
	Program Coordinator	1.00	39,077		0	1.00	39,077
511235	WAGES-TEMPORARY EMPLOYEES (part time)						
	Park Workers	13.35	189,094		0	13.35	189,094
	Park Rangers	1.50	22,707		0	1.50	22,707
	Clerical Assistance	0.50	7,047		0	0.50	7,047
511321	WAGES-REGULAR EMPLOYEES-REPRESENTED 483 (full time)						
	Arborist	1.00	38,064		0	1.00	38,064
	Senior Gardener	1.00	38,064		0	1.00	38,064
	Gardener 1	1.00	31,884		0	1.00	31,884
	Park Ranger	10.00	334,828		0	10.00	334,828
511400	OVERTIME		10,325		0		10,325
511500	PREMIUM PAY		1,821		0		1,821
512000	FRINGE		230,181		6,155		236,336
<b>Total Personal Services</b>		<b>33.35</b>	<b>1,111,237</b>	<b>0.50</b>	<b>27,380</b>	<b>33.85</b>	<b>1,138,617</b>

<u>Materials &amp; Services</u>							
521100	Office Supplies		1,215		0		1,215
521110	Computer Software		750		0		750
521111	Computer Supplies		140		0		140
521210	Landscape Supplies		5,350		0		5,350
521220	Custodial Supplies		7,780		0		7,780
521240	Graphics/Reprographic Supplies		375		0		375
521270	Animal Food		110		0		110
521290	Other Operating Supplies		16,897		0		16,897
521292	Small Tools		3,569		0		3,569
521510	Maintenance & Repairs Supplies-Building		14,635		0		14,635
521520	Maintenance & Repairs Supplies-Grounds		40,066		0		40,066
521540	Maintenance & Repairs Supplies-Equipment		12,095		0		12,095
523100	Merchandise for Resale-Food		5,000		0		5,000
524110	Accounting & Auditing Services		4,200		0		4,200
524190	Miscellaneous Professional Services		104,900		0		104,900
525110	Utilities-Electricity		28,170		0		28,170
525120	Utilities-Water & Sewer Charges		6,945		0		6,945
525140	Utilities-Heating Fuel		3,953		0		3,953
525150	Utilities-Sanitation Service		18,005		0		18,005
525190	Utilities-Other		2,100		0		2,100
525610	Maintenance & Repair Services-Building		39,325		0		39,325
525620	Maintenance & Repairs Services-Grounds		72,000		59,800		131,800
525640	Maintenance & Repairs Services-Equipment		2,619		0		2,619
525710	Equipment Rental		12,750		0		12,750
526200	Ads & Legal Notices		1,225		0		1,225
526310	Printing Services		5,225		0		5,225
526410	Telephone		7,000		0		7,000
526420	Postage		1,000		0		1,000
526510	Mileage Reimbursement		1,800		0		1,800
526800	Training, Tuition, Conferences		5,300		0		5,300
526900	Misc. Other Purchased Services		220		0		220

**Exhibit A  
Ordinance No. 95-619**

FISCAL YEAR 1995-96		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
<b>Regional Parks and Expo Fund</b>							
529910	Uniform Supply		7,100		0		7,100
528100	License, Permits, Payment to Agencies		221,560		0		221,560
528310	Real Property Taxes		88,500		0		88,500
<b>Total Materials &amp; Services</b>			<b>741,879</b>		<b>59,800</b>		<b>801,679</b>
<b>Total Capital Outlay</b>			<b>44,750</b>		<b>0</b>		<b>44,750</b>
<b>Total Operations &amp; Maintenance</b>		<b>33.35</b>	<b>1,897,866</b>	<b>0.50</b>	<b>87,180</b>	<b>33.85</b>	<b>1,985,046</b>

**Regional Parks and Greenspaces Department (Planning and Capital Devel.)**

<b>Total Planning &amp; Capital Development</b>		<b>8.45</b>	<b>2,677,001</b>	<b>0.00</b>	<b>0</b>	<b>8.45</b>	<b>2,677,001</b>
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**Exhibit A  
Ordinance No. 95-619**

FISCAL YEAR 1995-96		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
<b>Open Spaces Fund</b>							
<u>Resources</u>							
361100	Interest Earnings		5,530,000		0		5,530,000
365100	Donation and Bequests		0		0		0
385100	General Obligation Bond Proceeds		135,600,000		0		135,600,000
<b>TOTAL RESOURCES</b>			<b>141,130,000</b>		<b>0</b>		<b>141,130,000</b>
<u>Personal Services</u>							
511121	SALARIES-REGULAR EMPLOYEES (full-time)						
	Senior Manager		0	0.75	48,750	0.75	48,750
	Manager		0	1.00	58,861	1.00	58,861
	Senior Program Supervisor	1.00	63,035	(1.00)	(63,035)	0.00	0
	Senior Admin. Services Analyst		0	0.83	37,198	0.83	37,198
	Real Estate Negotiator	3.00	157,492	0.75	42,722	3.75	200,214
	Senior Public Affairs Specialist		0	0.67	30,749	0.67	30,749
	Associate Regional Planner	1.00	35,443	0.75	39,135	1.75	74,578
	Associate Management Analyst	1.00	35,443	(1.00)	(35,443)	0.00	0
511221	WAGES-REGULAR EMPLOYEES (full-time)						
	Program Assistant 2		0	1.75	42,788	1.75	42,788
512000	FRINGE BENEFITS		92,015		50,995		143,010
<b>Total Personal Services</b>		<b>6.00</b>	<b>383,428</b>	<b>4.50</b>	<b>252,720</b>	<b>10.50</b>	<b>636,148</b>
<u>Materials &amp; Services</u>							
521100	Office Supplies		3,140		2,336		5,476
521110	Computer Software		2,300		6,983		9,283
521111	Computer Supplies		675		(675)		0
521240	Graphics Supplies		0		5,000		5,000
521292	Small Tools		0		500		500
521310	Subscriptions		0		850		850
524120	Legal Fees		80,000		0		80,000
524190	Misc. Professional Services		2,500,000		850,721		3,350,721
525710	Equipment Rental		6,000		(6,000)		0
526200	Ads & Legal Notices		0		2,500		2,500
526310	Printing Services		0		11,996		11,996
526420	Postage		6,000		12,996		18,996
526500	Travel		0		3,000		3,000
526510	Mileage Reimbursement		3,600		1,200		4,800
526700	Temporary Help Services		85,000		(40,000)		45,000
526800	Training and Conferences		0		2,100		2,100
528100	Payments to Other Agencies		25,000,000		(14,013,066)		10,986,934
529500	Meetings		0		1,250		1,250
<b>Total Materials &amp; Services</b>			<b>27,686,715</b>		<b>(13,158,309)</b>		<b>14,528,406</b>
<u>Capital Outlay</u>							
571100	Purchases - Land		50,000,000		(34,052,720)		15,947,280
571500	Office Equipment		21,145		95,187		116,332
574510	Construction Work-Other Improvements		1,900,000		(1,900,000)		0
<b>Total Capital Outlay</b>			<b>51,921,145</b>		<b>(35,857,533)</b>		<b>16,063,612</b>

**Exhibit A  
Ordinance No. 95-619**

FISCAL YEAR 1995-96		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
<b>Open Spaces Fund</b>							
<u>Interfund Transfers</u>							
581610	Trans. Indirect Costs to Support Services Fund		225,000		0		225,000
581513	Trans. Indirect Costs to Building Mgmt Fund		15,000		0		15,000
581615	Trans. Indirect Costs to Risk Mgmt Fund		11,000		0		11,000
583610	Trans. Direct Costs to Support Services		140,921		43,101		184,022
582160	Trans. Direct Costs to Reg Parks & Expo Fund		64,132		0		64,132
<b>Total Interfund Transfers</b>			<b>456,053</b>		<b>43,101</b>		<b>499,154</b>
<u>Contingency &amp; Unapp. Balance</u>							
599999	Contingency		3,149,000		36,851,000		40,000,000
599990	Unappropriated Balance		57,533,659		11,869,021		69,402,680
<b>Total Contingency &amp; Unapp. Balance</b>			<b>60,682,659</b>		<b>48,720,021</b>		<b>109,402,680</b>
<b>TOTAL REQUIREMENTS</b>		<b>6.00</b>	<b>141,130,000</b>	<b>4.50</b>	<b>0</b>	<b>10.50</b>	<b>141,130,000</b>



**Exhibit B**  
**Ordinance No. 95-619**  
**FY 1995-96 SCHEDULE OF APPROPRIATIONS**

	Current Appropriation	Revision	Proposed Appropriation
<b>GENERAL FUND</b>			
Council			
Personal Services	688,681	0	688,681
Materials & Services	84,320	0	84,320
Capital Outlay	19,500	0	19,500
Subtotal	792,501	0	792,501
Executive Management			
Personal Services	304,759	0	304,759
Materials & Services	33,827	0	33,827
Subtotal	338,586	0	338,586
Special Appropriations			
Materials & Services	274,000	0	274,000
Subtotal	274,000	0	274,000
General Expenses			
Interfund Transfers	5,215,972	87,180	5,303,152
Contingency	558,336	(87,180)	471,156
Subtotal	5,774,308	0	5,774,308
Unappropriated Balance	200,000	0	200,000
<b>Total Fund Requirements</b>	<b>\$7,379,395</b>	<b>\$0</b>	<b>\$7,379,395</b>
<b>SUPPORT SERVICES FUND</b>			
Administrative Services			
Personal Services	3,976,854	0	3,976,854
Materials & Services	1,095,409	0	1,095,409
Capital Outlay	41,766	0	41,766
Subtotal	5,114,029	0	5,114,029
Office of General Counsel			
Personal Services	466,253	141,271	607,524
Materials & Services	25,946	0	25,946
Subtotal	492,199	141,271	633,470
Outreach and Government Liaison			
Personal Services	222,326	0	222,326
Materials & Services	75,630	0	75,630
Capital Outlay	8,150	0	8,150
Subtotal	306,106	0	306,106
Office of Citizen Involvement			
Personal Services	71,451	0	71,451
Materials & Services	12,800	0	12,800
Subtotal	84,251	0	84,251
Auditor's Office			
Personal Services	245,158	0	245,158
Materials & Services	86,521	0	86,521
Capital Outlay	6,672	0	6,672
Subtotal	338,351	0	338,351

**Exhibit B**  
**Ordinance No. 95-619**  
**FY 1995-96 SCHEDULE OF APPROPRIATIONS**

	Current Appropriation	Revision	Proposed Appropriation
<b>SUPPORT SERVICES FUND (continued)</b>			
General Expenses		0	732,472
Interfund Transfers	732,472		
Contingency	653,419	(141,271)	512,148
<b>Subtotal</b>	<b>1,385,891</b>	<b>(141,271)</b>	<b>1,244,620</b>
Unappropriated Balance	669,913	43,101	713,014
<b>Total Fund Requirements</b>	<b>\$8,390,740</b>	<b>\$43,101</b>	<b>\$8,433,841</b>
<b>REGIONAL PARKS AND EXPO FUND</b>			
Regional Parks and Greenspaces			
Personal Services	1,832,791	27,380	1,860,171
Materials & Services	1,847,330	59,800	1,907,130
Capital Outlay	1,151,200	0	1,151,200
<b>Subtotal</b>	<b>4,831,321</b>	<b>87,180</b>	<b>4,918,501</b>
Expo Center			
Personal Services	525,266	0	525,266
Materials & Services	1,233,245	0	1,233,245
Capital Outlay	191,450	0	191,450
<b>Subtotal</b>	<b>1,949,961</b>	<b>0</b>	<b>1,949,961</b>
General Expenses			
Interfund Transfers	640,736	0	640,736
Contingency	377,397	0	377,397
<b>Subtotal</b>	<b>1,018,133</b>	<b>0</b>	<b>1,018,133</b>
Unappropriated Balance	1,376,409	0	1,376,409
<b>Total Fund Requirements</b>	<b>\$9,175,824</b>	<b>\$87,180</b>	<b>\$9,263,004</b>
<b>METROPOLITAN OPEN SPACES</b>			
Personal Services	383,428	252,720	636,148
Materials & Services	27,686,715	(13,158,309)	14,528,406
Capital Outlay	51,921,145	(35,857,533)	16,063,612
Interfund Transfers	456,053	43,101	499,154
Contingency	3,149,000	36,851,000	40,000,000
Unappropriated Balance	57,533,659	11,869,021	69,402,680
<b>Total Fund Requirements</b>	<b>\$141,130,000</b>	<b>\$0</b>	<b>\$141,130,000</b>

**NOTE:** The "Current Appropriation" column reflected in this Exhibit assumes the adoption of Ordinances 95-617, 95-618, and 95-620 as referenced on pages A-1 and A-6 of Exhibit A to this Ordinance.

**All Other Appropriations Remain As Previously Adopted**

AGENDA ITEM 7.1  
Meeting Date: November 2, 1995

**Resolution No. 95-2224, For the Purpose of Amending the FY 95-96 Unified Work Program to Include Development of Regional Framework Plan Elements for Transit Supportive Land Uses in Light Rail Station Areas and Corridors.**

**TRANSPORTATION PLANNING COMMITTEE REPORT**

CONSIDERATION OF RESOLUTION NO. 95-2224, FOR THE PURPOSE OF AMENDING THE FY 95-96 UNIFIED WORK PROGRAM TO INCLUDE DEVELOPMENT OF REGIONAL FRAMEWORK PLAN ELEMENTS FOR TRANSIT-SUPPORTIVE LAND USES IN LIGHT RAIL STATION AREAS AND CORRIDORS

-----  
Date: October 18, 1995

Presented by: Councilor Washington

**Committee Recommendation:** At the October 17 meeting, the Committee voted unanimously to recommend Council adoption of Resolution No. 95-2224. Voting in favor: Councilors Kvistad, Monroe and Washington.

**Committee Issues/Discussion:** Andy Cotugno, Transportation Department Director, presented the staff report and explained the intent of the proposed resolution. He noted that Metro had been approached by the Federal Transit Administration (FTA) with an offer to provide funding for a project to develop incentives and standards for mass transit-supportive, pedestrian-oriented development in light rail corridors and station communities. The purpose of the proposed resolution would be to amend the FY 95-96 Unified Work Program to receive the grant funding and authorize the project. The total cost of the project would be \$312,500, with \$250,000 from FTA and the remaining \$62,500 from Metro, Tri-Met and local jurisdictions.

The project would include the development of general incentives and standards for transit-supportive development to be included in the regional framework plan. Specific development plans also would be developed for two cities along the South/North Light Rail Corridor. In addition, the results of the project would be utilized by the FTA in the development of federal policies related to transit-supportive land uses as a condition of approving new light rail projects.

## STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 95-2224 FOR THE PURPOSE OF AMENDING THE FY 95-96 UNIFIED WORK PROGRAM TO INCLUDE DEVELOPMENT OF REGIONAL FRAMEWORK PLAN ELEMENTS FOR TRANSIT-SUPPORTIVE LAND USES IN LIGHT RAIL STATION AREAS AND CORRIDORS

Date: October 9, 1995

Presented by: John Fregonese

### BACKGROUND

The Region 2040 Growth Concept, adopted by the Metro Council in December 1994, calls for concentrated growth in centers, in light rail station areas and along transit corridors. This resolution would support the implementation of Region 2040 by allowing for a special grant from the Federal Transit Administration to encourage transit-supportive development along rail corridors and in station communities.

### OBJECTIVES

The objectives of this project are to:

- ▶ Develop a framework plan which identifies development incentives and standards to facilitate transit-supportive, pedestrian-oriented projects in light rail corridors and communities;
- ▶ Prepare specific development plans for two sites along the South/North corridor for adoption by the appropriate local governments;
- ▶ Develop with the Federal Transit Administration land use policies to assure a commitment to transit-supportive land uses as a condition of new rail start approvals; and
- ▶ Strengthen the partnership at federal, state, regional and local levels in promotion of transit-supportive land use commitments in light rail corridors and communities.

### PRODUCTS

An integrated package of FTA policies and up to two specific development plans which guide and facilitate transit-supportive development in light rail corridors.

### EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 95-2224.

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AMENDING THE )	RESOLUTION NO. 95-2224
FY 95-96 UNIFIED WORK PROGRAM TO)	
INCLUDE DEVELOPMENT OF REGIONAL )	Introduced by
FRAMEWORK PLAN ELEMENTS FOR )	Councilor Rod Monroe
TRANSIT-SUPPORTIVE LAND USES IN )	
LIGHT RAIL STATION AREAS AND )	
CORRIDORS )	

WHEREAS, Metro adopted the FY 95-96 Unified Work Program by Resolution No. 95-2102; and

WHEREAS, Metro is required to develop a Regional Framework Plan which will be acknowledged by the state and will guide land use and growth management policies in the Portland metropolitan region; and

WHEREAS, The Metro Council adopted by Resolution No. 94-2040C the Region 2040 Growth Concept to direct long-range planning; and

WHEREAS, The adopted Region 2040 Growth Concept calls for concentrated growth in centers, in light rail station communities and along transit corridors; and

WHEREAS, The development of policies regarding development in light rail corridors for adoption by local jurisdictions will assist the region in achieving the goals of the Growth Concept, and, ultimately, the Regional Framework Plan; now, therefore,

BE IT RESOLVED:

That the FY 1995-96 Unified Work Program is amended as

indicated in Exhibit A.

ADOPTED by the Metro Council this \_\_\_\_\_ day of \_\_\_\_\_,  
1995.

J. Ruth McFarland, Presiding Officer

Approved as to Form:

Daniel B. Cooper, General Counsel

***FTA PILOT DEMONSTRATION PROJECT***

## Framework Plan for Regional Centers &amp; Station Communities

PROGRAM DESCRIPTION

The purpose of this project is to encourage transit supportive development in light rail corridors by developing coordinated federal, regional, and local policies and plans.

RELATED TO PREVIOUS WORK

Metro is required to develop a Regional Framework Plan (RFP) to guide and facilitate the implementation of the adopted 2040 Growth Concept and RUGGOS at the local level. This project develops land use elements of the RFP related to regional centers and station communities.

OBJECTIVES

1. Develop under the guidance of MPAC/MTAC a framework plan which establishes a package of development incentives and standards to facilitate transit supportive, pedestrian oriented development in regional light rail corridors.
2. Prepare for local adoption up to two specific development plans for regional centers in the South/North corridor.
3. Develop in conjunction with FTA a set of land use policies which require transit supportive land use commitments as conditions for approving new rail starts.
4. Strengthen the partnership at federal, state, regional and local levels in support of transit supportive land use commitments in the regional rail corridors.

PRODUCT

Integrated package of FTA policies, Regional Framework Plan elements, and up to two specific development plans which guide and facilitate transit supportive development in light rail corridors.

**EXPENDITURES**

	<u>Amount</u>	<u>FTE</u>
Total	<u>\$312,500</u>	

**REVENUES**

	<u>Amount</u>
FTA Section 5314(A) (TBD-Metro; Tri-Met, local jurisdictions)	\$250,000 <u>62,500</u>
Total	\$312,500



# FTA Pilot Demonstration Project Framework Plan for Regional Centers and Station Communities

## Project Description and Summary

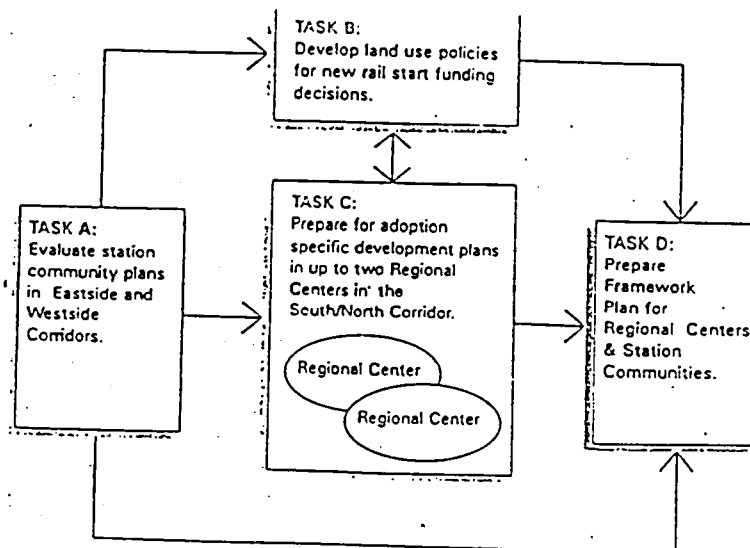
The essential purpose of this FTA Pilot Demonstration Project is to develop a plan to implement transit supportive development along light rail corridors in the Portland metropolitan area. The result of the project includes major commitments to transit supportive land use and development in all light rail corridors including:

- a legally binding regional land use framework plan for development in all regional centers and light rail station communities as designated in Metro's Adopted 2040 Growth Concept.
- a set of FTA policies land use policies to be used in funding decisions for new rail starts.
- up to two local plans for implementing transit supportive development in regional centers or station communities (to be selected). Both plans will be targeted in station areas served by the planned South/North LRT line.

Building on Portland's success in integrating land use and transportation planning, the demonstration project moves the region ahead by developing plans to implement the Region 2040 vision for growth management. This vision relies heavily on a strategy of encouraging intense mixed used development in LRT corridors.

Each element of the project is developed in an interactive process where work on one product informs the others. The project involves the cooperative efforts of FTA, the State of Oregon, Metro, Tri-Met and seven local jurisdictions (Portland, Gresham, Washington County, Beaverton, Hillsboro, Clackamas County, and Milwaukie).

The project starts in January, 1996 and will be completed with the adoption of the Regional Framework Plan in December, 1997. The FTA budget for the project is \$250,000. Additional resources in addition to the local match would supplement the FTA grant .



AGENDA ITEM 7.2  
Meeting Date: November 2, 1995

**Resolution No. 95-2233, For the Purpose of Providing Comments on the  
Preliminary Regional Water Supply Plan.**

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF PROVIDING ) RESOLUTION NO. 95-2233  
COMMENTS ON THE PRELIMINARY )  
REGIONAL WATER SUPPLY PLAN ) Introduced by the Growth  
Management Committee

WHEREAS, Metro is mandated by its Charter to address Regional Water Supply and Storage in its Regional Framework Plan; and

WHEREAS, Metro joined the Regional Water Supply Planning Study on July 28, 1994, with adoption of Resolution No. 94-2010A; and

WHEREAS, Metro provided Region 2040 project population projections to the Regional Water Supply Planning Study and other map and analytic services as its contribution to the study as agreed in Council Resolution No. 94-1962A; and

WHEREAS, Metro coordinates regional growth management planning through its Region 2040 program and the resulting urban form will affect water consumption demands and future water supply infrastructure needs in the region; and

WHEREAS, Metro is member of the Regional Water Supply Planning Study and is participating in the adoption process of the Regional Water Supply Plan, together with the other 27 sponsoring water districts and jurisdictions in the region; and

WHEREAS, Metro will eventually adopt the final Regional Water Supply Plan in early 1996 and use relevant parts of that plan as a basis of its Regional Water Supply and Storage element in the Metro Regional Framework Plan; now, therefore

BE IT RESOLVED,

1. That the Metro Council recognizes the importance of the Regional Water Supply Planning Study, its link with the Metro's Region 2040 program and applauds the region's water providers.

for their leadership in conducting this study.

2. That the Metro Council has reviewed the preliminary Regional Water Supply Planning Study, has taken public testimony regarding the study and is sending the attached Exhibit A to the Study's consultant team and steering committee for inclusion in preparing the draft final Regional Water Supply Plan.

ADOPTED by the Metro Council this \_\_\_\_ day of \_\_\_\_\_, 1995.

\_\_\_\_\_  
J. Ruth McFarland, Presiding Officer

Approved as to Form:

\_\_\_\_\_  
Daniel B. Cooper, General Counsel

AGENDA ITEM 7.3  
Meeting Date: November 2, 1995

**Resolution No. 95-2227, Authorizing the Executive Officer to Execute Contract No. 904542 in the Amount of \$20,000 With the Wetlands Conservancy for Technical Assistant Services to the greenspaces Restoration Grant Program.**

**REGIONAL FACILITIES COMMITTEE REPORT**

CONSIDERATION OF RESOLUTION NO. 95-2227, FOR THE PURPOSE OF AUTHORIZING THE EXECUTIVE OFFICER TO EXECUTE CONTRACT NO. 904542 IN THE AMOUNT OF \$20,000 WITH THE WETLANDS CONSERVANCY FOR TECHNICAL ASSISTANT SERVICES TO THE GREENSPACES RESTORATION GRANTS PROGRAM

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Date: October 25, 1995

Presented by: Councilor McCaig

**Committee Recommendation:** At the October 24 meeting, the Committee voted 2-0 to recommend Council adoption of Resolution No. 95-2227. Voting in favor: Councilors McCaig and Washington. Councilor Morissette was absent.

**Committee Issues/Discussion:** Lynn Wilson, Parks and Greenspaces Restoration Grant Program, presented the staff report and reviewed the purpose of the resolution. Wilson noted that Metro has historically required technical assistance in the administration of greenspaces restoration grants program. The resolution authorizes a \$20,000 contract with the Wetlands Conservancy to provide such assistance. The contract is for the period September 1, 1995 through December 31, 1996.

There are two elements of the proposed contract. First, the Conservancy would work with prospective and successful grantees, providing assistance in the development and implementation of grant proposals. The conservancy also would assess the technical merits of grant proposals. The maximum cost of this work would be \$15,000.

The Conservancy also would assist in the development of an evaluation document for the first four years of the program, including recommendations for change. The cost of this work would not exceed \$5,000.

## STAFF REPORT

CONSIDERATION OF RESOLUTION NO 95-2227 AUTHORIZING THE EXECUTIVE OFFICER TO EXECUTE CONTRACT NO 904542 IN THE AMOUNT OF \$20,000 WITH THE WETLANDS CONSERVANCY FOR TECHNICAL ASSISTANT SERVICES TO THE GREENSPACES RESTORATION GRANT PROGRAM.

Date: October 24, 1995

Presented by: Lynn Wilson

### PROPOSED ACTION

This resolution authorizes the Executive Officer to execute a contract for Technical Assistance to the Greenspaces Restoration Program. Although the adopted budget identifies this as a "B" contract, council approval is needed because the contract will cross fiscal years.

### FACTUAL BACKGROUND AND ANALYSIS

Requests for Qualifications for Technical Support were advertised in the Daily Journal of Commerce and the Scanner on August 9, 1995 with the deadline being August 23, 1995. Four RFQ's were submitted and the Wetlands Conservancy was most responsive and the lowest bid.

There are two main tasks included in the scope of work as follows:

1. Technical assistance on restoration projects funded by the Metro grants program. This includes working with prospective grantees in development of projects and review of new grant sites. Review of the technical merits of grant applications. Provide technical assistance to successful applicants implementing grant projects. Work with ongoing projects and offer technical advice.
2. Assist in developing an evaluation document of the first four years of the Restoration Grants Program. It will be used to document successes and failures of the program and suggest potential changes that could improve the program.

### BUDGET IMPACT

All funding for this contract comes from the US Fish and Wildlife Service. The FY 1995-96 budget specifically delineated a \$15,000 contract for the Technical Assistance component. Allocation for the preparation of the evaluation document although included in the budget was not specifically called out in the contract list because it was under \$10,000. Cost efficiencies are expected in combining the two components into one contract.

### EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 95-2227

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING	)	RESOLUTION NO. 95-2227
THE EXECUTIVE OFFICER TO EXECUTE	)	
CONTRACT NO. 904542 IN THE AMOUNT	)	Introduced by Mike Burton,
OF \$20,000 WITH THE WETLANDS CON-	)	Executive Officer
SERVANCY FOR TECHNICAL ASSISTANT	)	
SERVICES TO THE GREENSPACES	)	
RESTORATION GRANTS PROGRAM	)	

WHEREAS, The Metropolitan Greenspaces Master Plan has outlined the restoration and enhancement of degraded natural areas as priority; and

WHEREAS, The U.S. Fish and Wildlife Service has provided Metro with funding to carry out such restoration and enhancement projects; and

WHEREAS, Metro has awarded Greenspaces Restoration Grants to 51 local projects since Fiscal Year 1991-92; and

WHEREAS, Terms of a prior contract to provide technical assistance service have been fulfilled and the contract expired; and

WHEREAS, Metro and the U.S. Fish and Wildlife Service will produce an evaluation document to ascertain successes and failures of the Restoration Grants Program; and

WHEREAS, Continued technical assistance maintains a strong program and will facilitate an evaluation to the program including suggestions for further improvement; now, therefore,

BE IT RESOLVED,

1. That the Metro Council hereby authorizes the Executive Officer to execute Contract No. 904542 for Technical Assistant Services for the Greenspaces Restoration Grant



Program.

2. That the Metro Council authorizes the Executive Officer to execute extensions of time and minor modifications to the Scope of Work as may be necessary to facilitate objectives of the contract.

ADOPTED by the Metro Council this \_\_\_\_ day of \_\_\_\_\_, 1995.

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J. Ruth McFarland, Presiding Officer

Approved as to Form:

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Daniel B. Cooper, General Counsel

1186

Project Greenspaces Technical Assistance  
Contract No. 904542

## PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, located at 600 N.E. Grand Avenue, Portland, OR 97232-2736, and The Wetlands Conservancy, referred to herein as "Contractor," located at PO Box 1195, Tualatin, Oregon, 97062.

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

1. Duration. This personal services agreement shall be effective September 1, 1995 and shall remain in effect until and including December 31, 1996, unless terminated or extended as provided in this Agreement.
2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Exhibit A -- Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.
3. Payment. Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed TWENTY THOUSAND AND 00/100THS DOLLARS (\$20,000.00).
4. Insurance.
  - a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
    - (1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability. The policy must be endorsed with contractual liability coverage; and
    - (2) Automobile bodily injury and property damage liability insurance.
  - b. Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.
  - c. Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.

d. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.

e. If required by the Scope of Work, Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in the minimum amount of \$500,000. Contractor shall provide to Metro a certificate of this insurance, and 30 days' advance notice of material change or cancellation.

5. Indemnification. Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.

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

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

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

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

status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

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

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

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

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

14. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor 30 days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

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

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

The Wetlands Conservancy

Metro

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

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

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

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

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

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

**EXHIBIT A**  
**SCOPE OF WORK / TERMS OF PAYMENT**

**I. Technical Assistance Services will include:**

- A. Participate and present information in October 16, 1995 workshop from 6:30-8pm for local jurisdictions and nonprofit organization on how to put together appropriate restoration and enhancement projects.
- B. Review proposals/grant applications submitted to Metro for funding during the time period of October 31, 1995 and November 7, 1995.
- C. Tour and provide technical evaluation of potential project sites on November 8 and 9, 1995 and submit brief written evaluation on each site viewed.
- D. Participate in interviews on November 13 and 14, 1995 and advise Metro as to the technical merits and deficiencies of projects and how projects can be improved to better meet the objectives of the Greenspaces program.
- E. Provide guidance and projects management advice to Metro and project managers on the implementation of the restoration and enhancement projects.
- F. Assist Metro in 3x a year meetings with the local project managers.
- G. Submit a monthly itemized summary of work accomplished and the time spent on each project. Approximately two thirds of consultants time will be spent on restoration and enhancement projects in an advisory role to Metro and project managers and one third of consultants time will be spent on research and preparation of presentation/evaluation document (see II Evaluation Booklet/Documentation section).
- H. Provide written documentation upon request of project site reviews and recommendations.
- I. Consultants must be available through out the calendar year in a timely fashion to advise and consult with Metro and project managers upon request.

**II. Evaluation Booklet/Documentation will include:**

- A. Aid in documentation of restoration projects funded through the first three years of restoration grants program (approximately 51). Incorporate the nine projects that were withdrawn or terminated.

B. Interview grantees to see where the program can grow and improve and where the grants program is sound, also interview key contact persons of grants that were not completed to assist with compiling suggestions for improving the program.

C. Develop document format with the US Fish and Wildlife Service and Metro staff.

D. Compile all reports and available data including photos on each restoration project for inclusion in evaluation booklet.

E. Assist with interviews of project managers, visit sites, etc. to acquire additional information to complete characterization of individual projects for report.

## II. Timeline

October 1, 1995 through December 1996

## III. Project Managers

Metro: Lynn Wilson

Contractor: Ester Lev and Dennis O Connor

## IV. Budget and Method Payment

A. Contract shall not exceed TWENTY THOUSAND AND NO/100ths (\$20,000.00) Billed at an hourly rate of \$40.00 an hour for Ester Lev and \$35.00 an hour for Dennis OConnor.

B. Payment shall be on a reimbursement basis. Metro will accept billings from the contractor on a monthly basis. Payment will be issued upon approval of the Metro Project Manager and Department Director but not prior to Metro receiving federal funding reimbursement for services from the Fish and Wildlife service.

AGENDA ITEM 7.4  
Meeting Date: November 2, 1995

**Resolution No. 95-2228, For the Purpose of Authorizing the Executive Officer to Purchase Property Within Accepted Acquisition Guideline as Outlined in the Open space Implementation Work Plan.**

## REGIONAL FACILITIES COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 95-2228A, FOR THE PURPOSE OF AUTHORIZING THE EXECUTIVE OFFICER TO PURCHASE PROPERTY WITH ACCEPTED GUIDELINES AS OUTLINED IN THE OPEN SPACE IMPLEMENTATION WORK PLAN

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Date: October 25, 1995

Presented by: Councilor McLain

**Committee Recommendation:** At the October 24 meeting, the Committee voted 2-0 to recommend Council adoption of Resolution No. 95-2228A. Voting in favor: Councilors McCaig and Washington.

**Committee Issues/Discussion:** Charlie Ciecko, Parks and Greenspaces Director, and Jim Desmond, Open Spaces Program Manager, presented the staff report and explained the purpose of the resolution. Ciecko noted that the Executive Officer had briefed the full Council on the contents of the proposed Open Space Implementation Work Plan. The purpose of the resolution is to provide Council approval of a set of criteria/conditions to be used in the purchase of land for the Open Space Program. The resolution would authorize the Executive Officer to proceed to purchase properties that met these criteria/conditions without prior Council approval. The intent would be allow most purchases to proceed, while retaining the Council's overall policy setting role for the acquisition program.

Ciecko explained the acquisition parameters and due diligence process that any proposed purchase would have to comply with. The acquisition parameters would include: 1) a willing seller, 2) the property would be identified through the refinement map process, 3) a full independent appraisal reviewed by the Metro staff appraiser, 4) a purchase price within the budget for the specific target area and completion of the due diligence process. The due diligence process would include: 1) an appraisal, 2) title examination and 3) inspection of the property. Following the successful completion of this process, the Executive Officer would be authorized to purchase the property.

Councilor McCaig asked about the role of the Council and how the Council would be notified of purchase decisions made by the Executive Officer. Ciecko and Desmond noted that the Council would be approving the areas targetted for land purchases and would approve the budget for purchases within each target area. The Council would be notified for purchase decisions in a quarterly report and through press releases issued at the time of the purchase. McCaig requested that the Council Office be notified of all purchases at that the Councilor in whose district any purchase was made be personally notified of the purchase. She noted that Councilors will be frequently asked to comment on such purchases, so advance knowledge of a purchase will be important.



Ciecko reviewed the "exception" process. He indicated that some potential purchases will not meet the criteria or conditions noted above. For example, there may be conflict over the appraised value of the property, a title problem, or an environmental hazard could be identified on the site. In such cases, the potential purchase would be referred to a real estate committee. The committee would include: the General Counsel, a member of the advisory committee, the program manager, the department director, Executive Officer staff and the staff appraiser. After reviewing the issues involved, the committee would make a confidential recommendation to the Executive Officer. The Executive Officer would then confidentially report his/her decision to each member of the Council. Each Councilor would then have five days to request Council consideration of the Executive Officer's decision in a Council Executive Session.

Councilor McCaig questioned whether the Executive Officer could implement his/her decision without providing notice to the Council. Staff responded that the notice requirement was the Council's protection against the Executive Officer implementing a purchase decision.

Councilor McCaig expressed several concerns about the exception and Council notification process. She noted that there were no established decisionmaking criteria for the Executive Officer to use in making a purchase decision. She also noted that neither staff, the Executive Officer or the Council can presently predict the number or types of exceptions that may emerge as the number of proposed purchases increases. She added that the Council will be held responsible for purchase decisions and that the proposed system does not insure Council involvement in the purchase decision process for properties that do not meet the criteria of the implementation plan.

Both Councilor McCaig and Councilor Washington expressed concern about the adequacy of the five-day notice. They noted that Councilors are not in their offices every day and that a controversial purchase decision might not come to their attention during the five-day period after notification from the Executive Officer.

Ciecko responded that it would only take one Councilor to request that a decision of the Executive Officer be reviewed by the Council. Desmond noted that many of the exceptions will involve minor issues or issues with only a minimal fiscal impact. He expressed concern that it would be difficult for staff to establish criteria or thresholds as to the types of exceptions that should be brought to the Council. He also noted that the total number of exceptions could be significant and that staff had not wanted to burden the Council with considering every potential exception.

Executive Officer Burton asked for a clarification of the nature of Councilor concerns about the exception process. He also expressed concern about delays in making final purchase decisions. McCaig

responded that it was a concern that the notice process was not adequate and that until the nature and scope of the types of exceptions is known, that the Council should have a stronger role in final decisionmaking regarding such properties. She suggested that all exceptions come before the Council for a specified period and that the future role of the Council could be reassessed at the end of that period. Burton and staff offered to work with the Council to resolve these issues.

Todd Sadlo, Assistant Senior Counsel, offered proposed amendment language to implement Councilor McCaig's suggestion. The amendment language replaces language on page 8 of the implementation plan relating to the exception process. It would read as follows:

"The Executive Officer shall review the recommendation and determine whether he/she supports or opposes the recommendation and convey this determination to the Council for review in executive session at its next regularly scheduled meeting and approval or denial of the Executive Officer's recommendation. This information shall remain confidential.

This exception policy will remain in effect until July 1, 1996, at which time it will be returned to the Council for reevaluation."

The amendment deleted references to the proposed notification process. The committee adopted the amendment and recommended adoption of the amended resolution.

## REGIONAL PARKS AND GREENSPACES STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO 95-2228 FOR THE PURPOSE OF AUTHORIZING THE EXECUTIVE OFFICER TO PURCHASE PROPERTY WITH ACCEPTED ACQUISITION GUIDELINES AS OUTLINED IN THE OPEN SPACE IMPLEMENTATION WORK PLAN.

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Date: October 12, 1995

Presented by: Nancy Chase  
Jim Desmond

### FACTUAL BACKGROUND AND ANALYSIS

This resolution is to request adoption of pre-approved acquisition parameters for the Open Spaces Program.

In July of 1992, Metro completed the Metropolitan Greenspaces Master Plan that identified a desired system of natural areas interconnected with greenways and trails. At an election held on May 16, 1995, the electors of Metro approved Ballot Measure 26-26 that authorizes Metro to issue \$135.6 million in general obligation bonds to finance land acquisition and capital improvements pursuant to Metro's Open Spaces Program.

In developing the Open Space Implementation Work Plan it was found that up to 1,500 properties may need to be purchased to meet the goals of the program. To expedite this process it was determined that a pre-approved set of criteria or conditions under which the Executive Officer or his/her designees would be authorized to negotiate and complete land acquisition transactions was necessary. These pre-approved criteria will permit the agency to deal with willing sellers in a timely and business-like manner and allow the Council to focus on policy level issues. A copy of the Acquisition Parameters, including the Due Diligence guidelines are attached to the Resolution adopting them. These Acquisition Parameters are part of the Open Space Implementation Work Plan presented to you October 5, 1995. A full copy of the Open Space Implementation Work Plan is attached to this staff report.

#### Executive Officer's Recommendation:

The Executive Officer recommends adoption of Resolution No. 95-2228

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING ) RESOLUTION NO. 95-2228-A  
THE EXECUTIVE OFFICER TO PURCHASE )  
PROPERTY WITH ACCEPTED ACQUISITION) Introduced by Mike Burton  
GUIDELINES AS OUTLINED IN THE OPEN ) Executive Officer  
SPACE IMPLEMENTATION WORK PLAN )

WHEREAS, In July 1992, Metro completed the Metropolitan Greenspaces Master Plan which identified a desired system of natural areas interconnected with greenways and trails; and

WHEREAS, Acquisition of natural areas from willing sellers is a primary strategy for preservation of natural areas; and

WHEREAS, areas to be acquired by these procedures are designated as a Greenspace of regional significance in the Open Space, Parks and Streams Bond Measure; and

WHEREAS, at the election held on May 16, 1995, the electors of Metro approved Ballot Measure 26-26 which authorizes Metro to issue \$135.6 million in general obligation bonds to finance land acquisition and capital improvements pursuant to Metro's Open Spaces Program; and

WHEREAS, a pre-approved set of criteria or conditions under which the Executive Officer and his/her designees are authorized to negotiate and complete land acquisition transactions related to the implementation of Measure 26-26 are necessary, now therefore,

BE IT RESOLVED,

That the Metro Council authorizes the Executive Officer to acquire real property and property interests subject to the requirements of the *Acquisition Parameters* and *Due Diligence* guidelines of the Open Space Implementation Work Plan. A copy of the *Acquisition Parameters* and the *Due Diligence* guidelines, as amended, are attached as "Attachment A" and are hereby incorporated by reference.

ADOPTED by Metro Council this \_\_\_\_\_ day of \_\_\_\_\_, 1995

\_\_\_\_\_  
J. Ruth Mc Farland, Presiding Officer

## ACQUISITION PARAMETERS

### **Definition:**

“*Acquisition Parameters*” are a pre-approved set of criteria or conditions under which the Executive Officer and his/her designees are authorized to negotiate and complete land acquisition transactions related to the implementation of Measure 26-26.

### **Rationale:**

The creation of pre-approved *acquisition parameters* will permit the agency to deal with willing sellers in a timely and business-like manner and allow the Council to focus on policy level issues.

### **Acquisition Parameters:**

The Metro Council authorizes the Executive Officer and his/her designees to negotiate and close real estate transactions related to Measure 26-26 provided the following criteria/conditions are met:

- The landowner is a “willing seller.”
- The property has been identified on the target area “confidential refinement map” as adopted by the council.
- The property owner has agreed to sell at a price which is not above fair market value. Note: Metro will actively solicit donations and bargain sales.
- A full narrative appraisal has been prepared by an independent certified appraiser, reviewed by Metro’s staff appraiser, and the Metro staff appraiser shall make a final determination of the fair market value of the property. Where the Metro staff appraiser determines the fair market value is higher than the amount established by the independent appraiser, the staff appraiser shall prepare a detailed report setting forth the basis for such finding. This report will be addressed to the Executive Officer who shall make the final determination whether to approve the acquisition.
- The purchase price is within the established budget for the specific target area.
- “*Due Diligence*” efforts have been completed and no unusual circumstances have been found to exist. (See following section on *Due Diligence*.)
- The Executive Officer or his/her designees shall prepare and present to the Council quarterly updates summarizing acquisition activity in each of the target areas.

**Exceptions:**

In the event that unusual circumstances are found to exist during the *due diligence* process, or if the cost of the property as determined by Metro's staff appraiser, is more than 5% above the fair market value as determined by an independent certified appraiser, the transaction, prior to being presented to the Executive Officer, shall be referred to an "Acquisition Committee" which shall review the transaction and develop a "confidential" recommendation.

The acquisition committee shall be composed as follows: legal counsel, staff appraiser, Parks Advisory Committee member, Open Space program manager, Regional Parks and Greenspaces Department (RPAG) director, and a member of the Executive Officer's staff.

The acquisition committee's confidential recommendation shall be forwarded to the Executive Officer. The Executive Officer shall review the recommendation and determine whether he/she supports or opposes the recommendation and convey this determination ~~and the acquisition committee recommendation to all members of the Council~~ for review in executive session at its next regularly scheduled meeting and approval or denial of the Executive Officer's recommendation. ~~within five (5) working days.~~ This information shall remain confidential.

~~Should any Council member disagree with the Executive Officer's recommendation, he/she shall schedule the issue for an "Executive Session."~~

~~If after five (5) working days, the issue has not been scheduled for Executive Session, the Executive Officer's recommendation shall be implemented.~~

This exception policy will remain in effect until July 1, 1996, at which time it will be returned to the Council for reevaluation.

## DUE DILIGENCE

### **Definition:**

“*Due diligence*” is the systematic inspection of the legal title and physical condition of real property before that property is purchased. *Due diligence* should be conducted far enough in advance of closing that resolvable problems can be adequately addressed and that any deal-breaking issues are discovered before too much effort is wasted on a futile transaction.

### **Rationale:**

*Due diligence* assures protection of public investment in open space.

### **Components:**

The primary areas of *due diligence* are described below. A more detailed list of items examined may be found in the Appendix under “Option Exercise and Closing Checklist.”

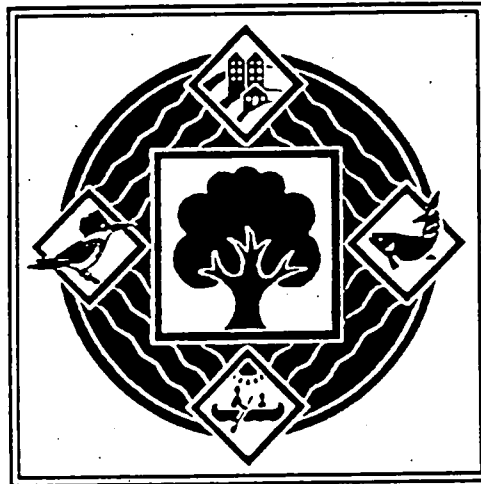
- **Appraisal:** An appraisal of the property must be completed to determine the fair market value and provide other useful information about the property, such as allowable uses, existing structures, and potential management issues.
- **Examination of Title:**
  1. Metro must satisfy itself that the property is the seller’s to sell, that it understands what rights will be conveyed, that all parties necessary for the conveyance are involved, and that any rights that are not a part of the transaction will not defeat the purpose of the acquisition.
  2. *Due diligence* requires the review and inspection of the title report and related documents, including the deed to the current owner, recorded easements and other encumbrances, severed interests, water rights, access, taxes, liens, etc.
  3. Other documents which need to be inspected include unrecorded leases with existing tenants or farmers, management agreements, records pertaining to personal property, surveys, and agreements the seller may have entered into that may not be of record.
- **Inspection of the Property:**
  1. Location of Boundaries - *Due diligence* requires the review of any existing survey of the property. Absent a survey, Metro should identify the known or assumed property boundaries. Additionally Metro must identify that both legal and physical access to the property exist and are usable.

2. Physical Inspection - Metro must physically inspect the property for environmental assessment purposes and to identify possible hazards, unrecorded easements and trespassers, evaluate the condition of any structures and improvements (roads, fences, utilities). "Greenspaces Site Assessment Procedures" are included in the Appendix.



FINAL DRAFT

OPEN SPACE  
IMPLEMENTATION  
WORK PLAN



*METRO*

*REGIONAL PARKS AND GREENSPACES  
DEPARTMENT*



600 N.E. Grand Ave., Portland, OR 97232-2736 (503) 797-1850

October 1995

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**Open Space Implementation Work Plan  
October 1995**

## Open Space Acquisition Program Implementation Work Plan

### INTRODUCTION

On May 16, 1995, Metro voters approved a \$135.6 million bond measure to purchase land for parks, open spaces and trails. The funds will be used to purchase about 6,000 acres (acquisition goal) of regionally significant open spaces in 14 target areas, help establish 5 regional trails and fund about 90 local government parks projects. Implementation of Measure 26-26 directly supports the policies and goals of the Metropolitan Greenspaces Master Plan, Regional Urban Growth Goals and Objectives (RUGGO) and the 2040 Concept Plan.

A preliminary implementation strategy for the bond measure was generated in February 1995. At the request of Executive Officer Mike Burton, an Implementation Strategy Committee was convened to obtain advice from real estate experts representing public, private and non-profit organizations. A copy of this report is included in the Appendix.

Among other bond related activities, the 90 days since June 1 have been utilized to develop this Open Space Implementation Work Plan. This document provides the framework within which implementation activities will proceed. It is the product of a collaborative effort of a committee which included Metro managers, legal counsel, executive staff and Councilor Patricia McCaig. A complete list of the Oversight Committee is included in the Appendix.

Based on the initial recommendations of the Implementation Strategy Committee, a number of implementation options were reviewed and evaluated. From that process, it has been determined that this plan represents the best approach to maximizing the return on the voters' investment in a timely and business-like manner.

The work plan is based on the following Oversight Committee findings:

- The amount of land potentially available in each regional target area and trail project exceeds the dollars available for purchase.
- It is imperative that implementation efforts complement the 2040 Concept Plan.
- There is a need to prioritize acquisition efforts in each target area to achieve pre-determined objectives (hereafter referred to as "*Refinement*").
- Local governments, citizens and other stakeholders should be afforded the opportunity to help determine objectives (and thereby land acquisition priorities) for each target area.

- Metro acquisitions should protect regional scale open space and natural areas consistent with the Metropolitan Greenspaces Master Plan
- The properties within many of the target areas and trail corridors are subject to intense development pressure and cost inflation. Consequently, there is a need to begin *refinement* and acquisition in all the areas as soon as possible in order to achieve or exceed the acreage goals of Measure 26-26.
- Up to 2,000 properties may be acquired by Metro in the coming years. Therefore, it is essential that acquisition be done in an efficient and timely manner. To facilitate this process, the Metro Council should adopt *Acquisition Parameters* which authorize the Executive Officer to close land transactions without Council approval when specific conditions are met.
- Metro employees possess many unique skills and abilities. The Open Space Program should make every effort to utilize the specialized skills of certain staff from other departments when feasible.
- Unique land acquisition opportunities may present themselves prior to the adoption of the target area *refinement* plans. An *Early Acquisition Opportunity* process is needed to ensure that if properties considered critical to a target area come on the market, Metro has the ability to evaluate the situation and move in a timely manner, if appropriate.
- Measure 26-26 set aside \$25 million for local government greenspace projects. Many of these projects are ready to implement immediately. In order to allow this to occur as soon as possible, Intergovernmental Agreements (also referred to as IGAs) between Metro and the 26 local governments should be processed throughout Fall 1995. Local governments will be reimbursed for project expenditures as they occur. Refer to the Appendix for sample IGA.
- *Land Banking* functions will increase as land is acquired. Additional analysis is required to determine who will perform this function and the appropriate source of revenue.
- Metro should provide the appropriate staff to negotiate and process land acquisitions in all the target areas in a cost effective and business-like manner. Metro should seek to utilize the assistance of non-profit organizations to complement staff acquisition efforts.

## REFINEMENT

### Definition:

"*Refinement*" is the public process whereby Metro adopts specific geographical boundaries and objectives for each target area and trail project

### Rationale:

A *refinement* process is necessary for each of the 14 target area sites and trail projects because the amount of land available in each target area exceeds the dollars available for purchase, or in the case of trails, the exact alignment of the trail is not known. In addition the process allows public comment and involvement in the prioritization of bond monies.

### Components:

The *refinement* process will consist of the following steps

- Stakeholder interviews Metro staff or consultants will interview all parties, including local governments, neighborhood associations, CPOs and "friends" groups, who might have information or interest relating to the target area or trail
- Analysis Stakeholder interviews and base data will be reviewed and preliminary objectives formulated. Based on those objectives a refinement area acquisition boundary line will be drawn. This boundary will be reflected on the refinement map which will be non-tax lot specific and will include more acreage than the target area goal. This will help retain Metro's negotiating power and will address concerns from property owners within the boundary who do not wish to sell. The draft refinement area map will be reviewed with the Growth Management Department to assure consistency with the 2040 Concept Plan.
- Citizen workshops The draft refinement map and preliminary objectives will then be presented at a public workshop(s) for citizen comment. The number of workshops will depend on the size, complexity and amount of prior planning each area has received. For instance, the Forest Park Target Area has an adopted plan (City of Portland Forest Park Management Plan). On the other extreme, the East Buttes/ Boring Lava Dome Target Area encompasses thousands of acres, 5 jurisdictions and has had no plan for the resource as a whole. With financial resources for only 545 acres, the need for a thorough planning process is evident.
- Regional Parks and Greenspaces Advisory Committee (RPAC): The draft refinement plan and the input from the citizen workshops will be presented to the RPAC with a staff recommendation. This is a public hearing opportunity. RPAC will take testimony and forward a recommendation to Metro Council.

- Council Review Council will take testimony and adopt a *refinement* plan for the target area or trail. The *refinement* plan at Council level will include a confidential tax lot specific map identifying priority properties for acquisition. Once the plan has been adopted the acquisition of property from willing sellers will begin.

## ACQUISITION PARAMETERS

### Definition:

"*Acquisition Parameters*" are a pre-approved set of criteria or conditions under which the Executive Officer and his/her designees are authorized to negotiate and complete land acquisition transactions related to the implementation of Measure 26-26

### Rationale:

The creation of pre-approved *acquisition parameters* will permit the agency to deal with willing sellers in a timely and business-like manner and allow the Council to focus on policy level issues

### Acquisition Parameters:

The Metro Council authorizes the Executive Officer and his/her designees to negotiate and close real estate transactions related to Measure 26-26 provided the following criteria/conditions are met

- The landowner is a "willing seller"
- The property has been identified on the target area "confidential refinement map" as adopted by the council
- The property owner has agreed to sell at a price which is not above fair market value. Note Metro will actively solicit donations and bargain sales
- A full narrative appraisal has been prepared by an independent certified appraiser, reviewed by Metro's staff appraiser, and the Metro staff appraiser shall make a final determination of the fair market value of the property. Where the Metro staff appraiser determines the fair market value is higher than the amount established by the independent appraiser, the staff appraiser shall prepare a detailed report setting forth the basis for such finding. This report will be addressed to the Executive Officer who shall make the final determination whether to approve the acquisition
- The purchase price is within the established budget for the specific target area
- "*Due Diligence*" efforts have been completed and no unusual circumstances have been found to exist. (See following section on *Due Diligence*.)
- The Executive Officer or his/her designees shall prepare and present to the Council quarterly updates summarizing acquisition activity in each of the target areas.

### Exceptions:

In the event that unusual circumstances are found to exist during the *due diligence* process, or if the cost of the property as determined by Metro's staff appraiser, is more than 5% above the fair market value as determined by an independent certified appraiser, the transaction, prior to being presented to the Executive Officer, shall be referred to an "Acquisition Committee" which shall review the transaction and develop a "confidential" recommendation

The acquisition committee shall be composed as follows legal counsel, staff appraiser, Parks Advisory Committee member, Open Space program manager, Regional Parks and Greenspaces Department (RPAG) director, and a member of the Executive Officer's staff

The acquisition committee's confidential recommendation shall be forwarded to the Executive Officer. The Executive Officer shall review the recommendation and determine whether he/she supports or opposes the recommendation and convey this determination and the acquisition committee recommendation to all members of the Council within five (5) working days. This information shall remain confidential

Should any Council member disagree with the Executive Officer's recommendation, he/she shall schedule the issue for an "Executive Session"

If after five (5) working days, the issue has not been scheduled for Executive Session, the Executive Officer's recommendation shall be implemented



## DUE DILIGENCE

### Definition:

"*Due diligence*" is the systematic inspection of the legal title and physical condition of real property before that property is purchased. *Due diligence* should be conducted far enough in advance of closing that resolvable problems can be adequately addressed and that any deal-breaking issues are discovered before too much effort is wasted on a futile transaction.

### Rationale

*Due diligence* assures protection of public investment in open space.

### Components

The primary areas of *due diligence* are described below. A more detailed list of items examined may be found in the Appendix under "Option Exercise and Closing Checklist."

- Appraisal An appraisal of the property must be completed to determine the fair market value and provide other useful information about the property, such as allowable uses, existing structures, and potential management issues.

- Examination of Title

1. Metro must satisfy itself that the property is the seller's to sell, that it understands what rights will be conveyed, that all parties necessary for the conveyance are involved, and that any rights that are not a part of the transaction will not defeat the purpose of the acquisition.

2. *Due diligence* requires the review and inspection of the title report and related documents, including the deed to the current owner, recorded easements and other encumbrances, severed interests, water rights, access, taxes, liens, etc.

3. Other documents which need to be inspected include unrecorded leases with existing tenants or farmers, management agreements, records pertaining to personal property, surveys, and agreements the seller may have entered into that may not be of record.

- Inspection of the Property

1. Location of Boundaries - *Due diligence* requires the review of any existing survey of the property. Absent a survey, Metro should identify the known or assumed property boundaries. Additionally, Metro must identify that both legal and physical access to the property exist and are usable.

2. Physical Inspection - Metro must physically inspect the property for environmental assessment purposes and to identify possible hazards, unrecorded easements and

trespassers, evaluate the condition of any structures and improvements (roads, fences, utilities)  
"Greenspaces Site Assessment Procedures" are included in the Appendix

## EARLY ACQUISITION OPPORTUNITIES

### Definition:

An "*Early Acquisition Opportunity*" is a situation wherein the Executive Officer and the Council determine that a specific parcel of land (not optioned by Metro prior to the election) should be purchased or optioned prior to the completion of the *refinement* process due to its unique attributes and limited duration availability

### Rationale:

The sale of real estate is driven by the needs and desires of the owner. In some cases, the sale of desirable parcels may precede the completion of target area *refinement*. *Early Acquisition Opportunities* provide a process for dealing with this potential situation in a timely fashion thereby avoiding lost opportunities.

### Early Acquisition Opportunity Process:

The Open Space Project Manager, and Regional Parks and Greenspaces Department Director shall determine when to initiate this process.

- At the direction of Open Space Project Manager, staff shall assemble relevant information pertaining to the potential *Early Acquisition Opportunity*. Relevant information shall include:
  - 1 Parcel location and tax lot information
  - 2 Parcel size
  - 3 Owner information
  - 4 Advertised or requested price
  - 5 A narrative describing the natural and man-made characteristics of the parcel
  - 6 A narrative describing the rationale for identifying the parcel for consideration as an *Early Acquisition Opportunity*
- The information noted above shall be forwarded to the acquisition committee which shall review the information and develop a confidential recommendation. Before the acquisition committee may recommend action to purchase the property or acquire an option to purchase the property, they shall find:
  - 1 The parcel is located in a target area or trail area specified in Measure 26-26.
  - 2 The parcel is in a target area or trail area which does not have an adopted *refinement* plan.
  - 3 There is a willing seller

4 There is a demonstrated need to purchase the parcel or acquire an option to purchase the parcel as soon as possible and in advance of the completion and adoption of the *refinement* plan.

5 There is a high level of certainty that the parcel will ultimately be included in the final *refinement* plan due to its size, location, unique natural characteristics or other factors which may be found relevant.

- The acquisition committee shall forward its confidential recommendation to the Executive Officer. The Executive Officer may authorize staff to initiate negotiations with the land owner.
- When the Executive Officer authorizes staff to initiate negotiations with the owner of a potential *Early Acquisition Opportunity*, he/she shall confidentially advise members of the Council within five (5) work days.
- All transactions which are treated as *Early Acquisition Opportunities* shall be subject to the review and approval of the full Council.

## STABILIZATION

### Definition:

"*Stabilization*" consists of the initial actions exercised after purchase of property required to stabilize and prevent degradation of the property and secure the site to minimize health and safety risks. These actions are one-time only (Maintenance of "*stabilized*" properties is addressed in the "*land banking*" section )

### Components:

After closure on acquisition sites, there will be immediate *stabilization* needs as determined by Metro staff. These needs are highly dependent on the property condition, parcel size and location, and existing land uses, both on the subject property and adjoining properties. Examples of these needs include

- access control such as installation of fencing and gates
- installation of signs
- removal of trash and illegal dump sites
- outline hazard mitigation needs (i.e., underground tanks removal, asbestos abatement)
- demolition of derelict structures such as houses and utility buildings
- control of nuisances that pose increasing *land banking* costs if not initially addressed (i.e., pest plant control, erosion control)
- outline site *land banking* needs that include property management roles and responsibilities (i.e., recommend rental/lease agreements, establish caretaker role) and an outline of resources monitoring needs

### Process:

- *Stabilization* needs will be assessed by staff during a site visit as part of *due diligence* prior to closure on the property purchase
- An outline of a *stabilization* and *land banking* work plan for each site will be developed and included in the property purchase file
- *Stabilization* needs will be addressed by staff immediately after closing, utilizing contractual services or Metro operations and maintenance staff, whichever is cost effective and timely.

A list of *land banking* needs will be forwarded to Regional Parks and Greenspaces Maintenance and Operations Division or other appropriate staff

**Cost Estimates:**

*Stabilization* costs will vary from site to site, depending on site condition at the time of purchase or provisions of the purchase agreement. All *stabilization* costs will be covered by bond funds.

## LOCAL SHARE

### Definition:

"Local Share" is the portion of Bond Funds to be passed through to local park providers for neighborhood and community scale greenspace projects as described in the bond measure

### Components

- Twenty-six (26) local park providers in the region are eligible to receive funds from Metro's Open Space Bond Measure to carry out local greenspace and trails projects. The park providers submitted approximately 90 local greenspace and trail projects to Metro last year. A listing of the agencies eligible to receive funds and their project lists is included in the Appendix.
- Local share funds may only be used for greenspace and trails related projects. For example, funding for active recreational projects such as ball and soccer fields, swimming pools, tennis courts and community centers are not eligible. A listing of the Local Share Guidelines is in the Appendix.
- Local park providers may choose to fund locally significant and neighborhood greenspace and trail projects and/or work with Metro to jointly fund regionally significant greenspace and trail projects that are within their geographic boundaries (e.g., a regional project could be jointly funded with local share dollars and regional dollars.)
- Funds may be used for land acquisition and/or capital improvements. The related planning, design and engineering costs of the projects are also eligible activities. For capital improvement, Metro will reimburse local park providers for costs. For land acquisition projects, Metro will provide funds to an escrow account prior to closing.

### Cost Estimates:

- \$25 million is available to fund the local share projects.
- A list of the funding allocations to each of the 26 local park providers is included in the Appendix.

### Intergovernmental Agreements:

- Each local park provider will enter into an Intergovernmental Agreement (IGA) with Metro to carry out its projects. Included in each IGA will be the list of locally approved projects, reimbursement procedures and project guidelines.

- Project changes and amendments to the IGA are allowed, but they must meet the criteria for reallocation to a different project as written in the bond measure (i.e., 'project site becomes degraded, cost prohibitive or otherwise not feasible') Metro Parks and Greenspaces staff must approve the requested change, and the local governing body must approve the change which must include a public process (e.g., public meeting, hearing, etc.).

A copy of the IGA is included in the Appendix

**Time-Frame:**

- IGAs are for a period of three years. Extensions may be granted.
- Local park providers have estimated when projects will be completed in each of the three coming years.

**Multnomah County Local Share:**

It is anticipated that Metro will administer the county's funds and projects via an Intergovernmental Agreement (IGA)

**Funding and Leveraging Opportunities/Strategies:**

While a local match is not required of the park providers to receive Metro Bond Measure funds, it is the intent of Metro to encourage local park providers to use Measure 26-26 funds to leverage additional financial resources. Leverage opportunities include local levies, and capital improvement funds, dedications from developers, system development charges, private funds, corporate and foundation funds, private property donations, and federal and state funds.

**Maintenance Responsibility:**

Local jurisdictions are responsible for operations and maintenance of the project sites and facilities.



## LAND BANKING

### Definition:

"*Land Banking*" is the set of long-term management activities which are intended to maintain a given property in a stable condition for an interim period of time. *Land banking* costs are influenced by a variety of factors which include

- size of parcels
- geographical distribution of parcels
- surrounding land uses
- traditional or "informal" uses
- type of structure(s) (if any) on sites
- interim public use policy

### Components

*Land banking* activities which might reasonably be expected for newly acquired lands include

- enforcement of park related rules and regulations
- maintenance of fencing, gates, and signs
- hazard mitigation
- nuisance abatement
- resource monitoring
- monitoring structures
- contract administration (potential life estates or other interim use arrangements)

### Cost Estimates:

In anticipation of the 1992 bond measure referral, Metro's Finance Department surveyed several park providers (Portland Parks, East Bay Regional Park District, Mid-Peninsula Open Space District, Gresham Parks, and King County, WA) and estimated a generic land banking cost of

\$35 00 per acre, per year. This amount was acknowledged to be at the extreme low end of the range

Further analysis has resulted in an adjustment of the 1992 figure and the establishment of an estimated cost range of \$45 00 - \$85 00 per acre, per year

Based on the range noted above and the assumption that a successful bond measure would result in the acquisition of 6,058 acres, all of which will be owned by Metro, the estimated annual cost of land banking is \$272,610 - \$514,930. As all land will not be acquired at once, it is anticipated that *land banking* costs will be phased in as land is acquired

For financial planning purposes, it is recommended that \$500,000 per year be the standard figure used as the estimated cost of this function

Staff believes that *land banking* may be accomplished for less than the figure noted above by making every effort to utilize the following strategies

- life estates
- lease/rental agreements
- partnerships with volunteers and "friends" groups
- agreements with other park providers
- contracts with private service providers (when shown to be cost effective)

## STAFFING

### Definition:

"*Staffing*" will be accomplished by hiring qualified professional staff for limited duration to implement the bond measure. In addition to normal hiring practices, executive loans, use of existing Metro staff, etc. should be explored and utilized where feasible.

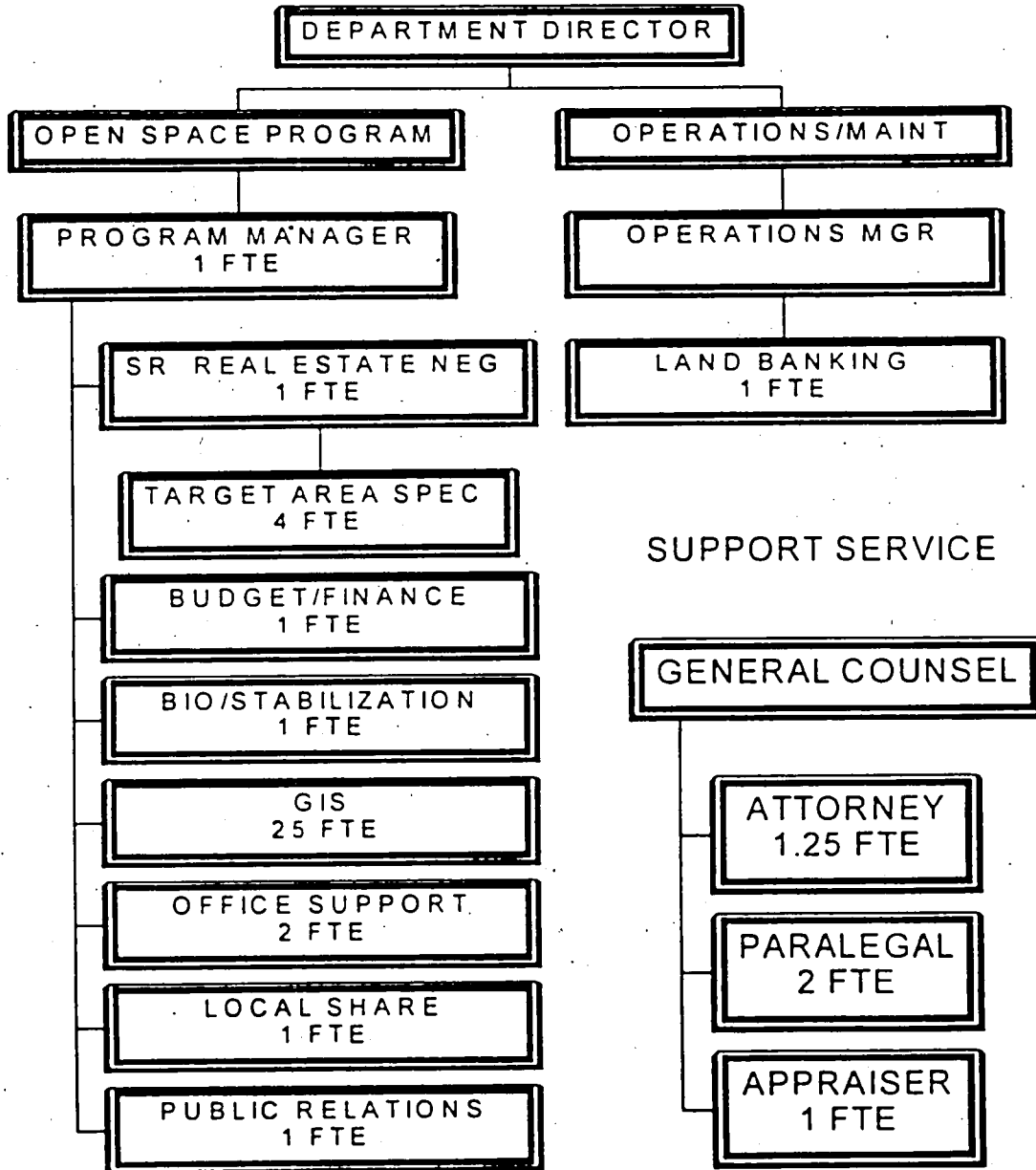
### Components:

- Program Manager: Responsible for implementation and general management of the \$135 million Open Space Acquisition Program.
- Senior Real Estate Negotiator: Oversee Target Area Specialists, coordinate with Land Trusts, obtain outside funding to leverage bond monies and contract with acquisition related service providers.
- Target Area Specialists: Negotiate the purchase of property and easements in specific target areas and trails, provide first point of contact for citizens and local governments, work with land trusts, and assist in the procurement of leverage opportunities and land donations. Assist with *refinement* process.
- Financial Analyst: Responsible for bond monies expenditures, contracts, and budgets (general program budget, target area and trails budget, and local share budgets).
- Appraiser: Establish the negotiation price for specific properties, review independent appraisals based on industry standards, advise Metro on final purchase price and help establish target area budgets.
- Biologist /Stabilization: Review each property, and develop and implement a *stabilization* work plan. The plan will determine what actions are necessary to minimize health and safety issues prior to becoming a land banked property. Assist with *refinement* process.
- Geographic Information Specialist: Create maps for public meetings, provide base data for the refinement process. Assist Target Area Specialists in acquiring specific property information such as ownership, assessors information, most recent sales etc.
- Office Support: Provide clerical support and reception services for the Open Space Acquisition Program and serve as additional point of contact for interested citizens.
- Attorney: Advise staff, Council and the Executive Officer on bond specific and property specific issues, oversee paralegal and *due diligence* process, and review legal documents.

- Paralegal: Review and prepare documents for all property transactions, and provide assistance to Target Area Specialists and Attorney on *due diligence* procedures
- Local Share Specialist: Responsible for the distribution of Local Share monies to 26 jurisdictions, provide assistance to local governments in complying with the bond measure obligations, administer Multnomah county local share projects, and pursue leverage opportunities.
- Public Relations Specialist: Responsible for citizen and local government communications related to bond measure implementation. Produce appropriate public information literature and media communication materials.

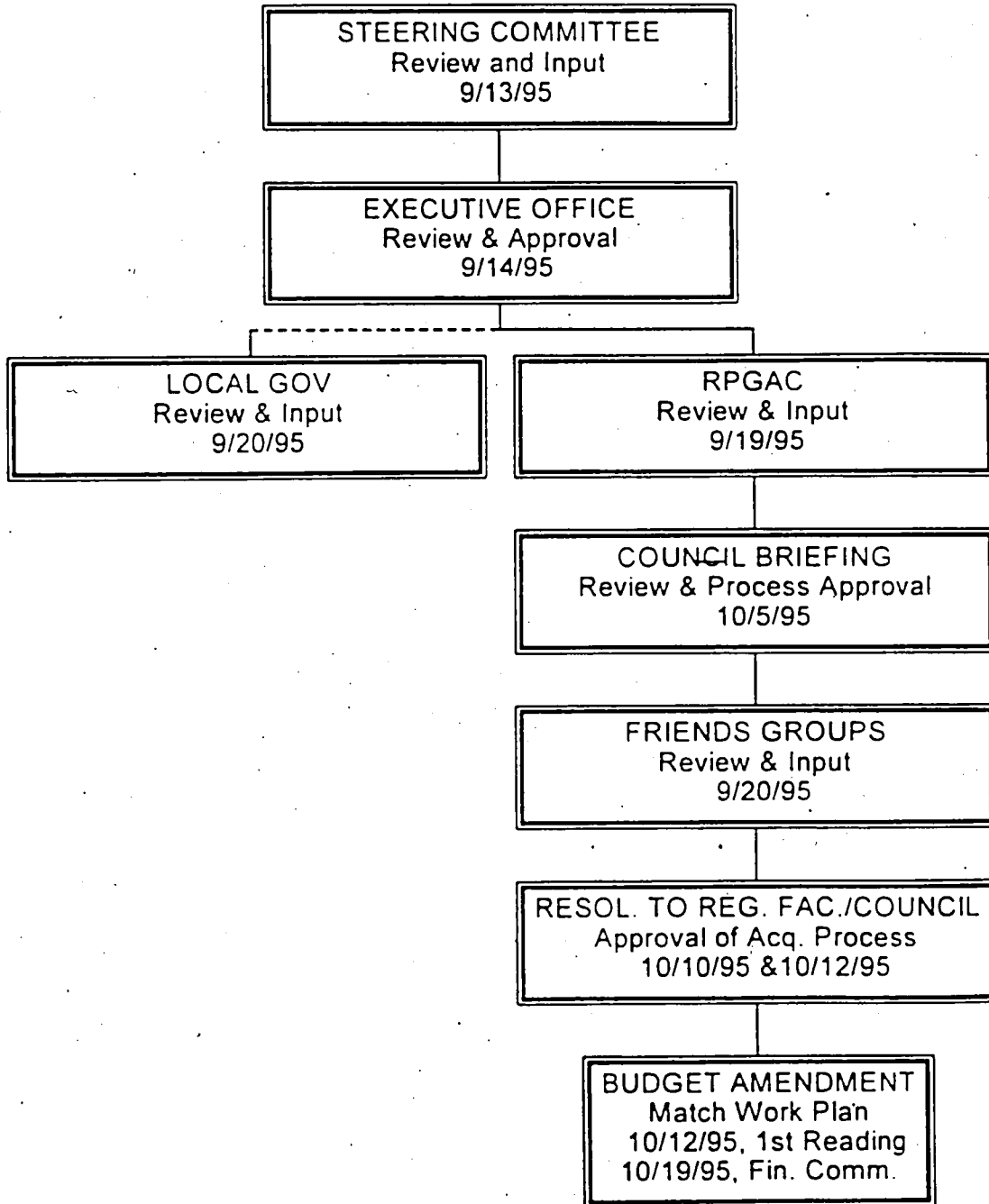
# OPEN SPACE ORGANIZATION CHART\*

REGIONAL PARKS AND GREENSPACES\*\*



\* (Assumes Full Operation, Year 2)  
 \*\* (Reflects only a portion of Regional Parks and Greenspaces)

WORK PLAN  
REQUIRED ACTION TO IMPLEMENT



## *Appendix*

### **A. INTRODUCTION**

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**Open Space, Parks, and Streams Bond Measure  
Implementation Strategy Committee Recommendations  
February 6, 1995**

The Implementation Strategy Committee ("Committee") was convened at the request of Executive Officer Mike Burton to provide him with advice on how Metro should approach the implementation of the Open Space, Parks, and Streams Bond Measure if it is approved by the voters on May 16, 1995. The Committee included the following individuals:

John Bates Financial Consultant	Maurene Bishop Pacific Power and Light	Ernie Platt Matrix Development Co
Jim Desmond The Trust for Public Land	John Gould Lane, Powell, Spears, Lubersky	John Sherman Friends of Forest Park
Russell Hoeflich The Nature Conservancy	Isaac Kalisvaart HGW, Inc	Ed Simpson US Bancorp

The Committee met twice with members of the Metro Executive Officer's staff and the Parks, Finance, and General Services Departments in developing their recommendations. They have agreed to meet one more time in the future to offer additional advice, if required.

The Committee's charge from Executive Officer Burton was to help the staff answer the question

*"If the Open Space, Parks, and Streams Ballot Measure is approved on Tuesday, what will we do on Wednesday?"*

In answering this question, the Committee considered Metro's program objectives and plans for the potential use of the Bond funds in order to better understand what will be required to achieve those purposes. They did not, however, discuss or offer advice regarding the program specifics (i.e., sites, priorities, costs, etc.)

**\*\*\*\*\* Background \*\*\*\*\***

Collectively, the Committee has extensive experience in real estate acquisition and development, financing, property management, trail and natural resource protection and management, and related fields. After the initial informational meeting, a "brainstorming" format was used for tapping their collective expertise and while there were no formal votes on recommendations, there seemed to be a general consensus on most points. (NOTE: All of the Committee members were given an opportunity to review a draft of this report and any dissenting or clarifying comments have been incorporated into the body of the report.)



This section is intended to provide the reader with some brief background which will provide a context for the recommendations which follow.

### Metropolitan Greenspaces Master Plan

The basis for the bond measure is the **Metropolitan Greenspaces Master Plan**. Adopted in 1992, the Greenspaces Master Plan is the growth management strategy which details the vision, framework, goals and objectives for a cooperative interconnected system of parks, natural areas, greenways and trails for wildlife and people. The Plan identifies 57 regionally significant natural areas and 34 regional trails and greenways which are intended to link these and our existing parks and greenspaces. Implementation of the Plan is intended to assure that places for nature and outdoor recreation are protected as our region continues to grow.

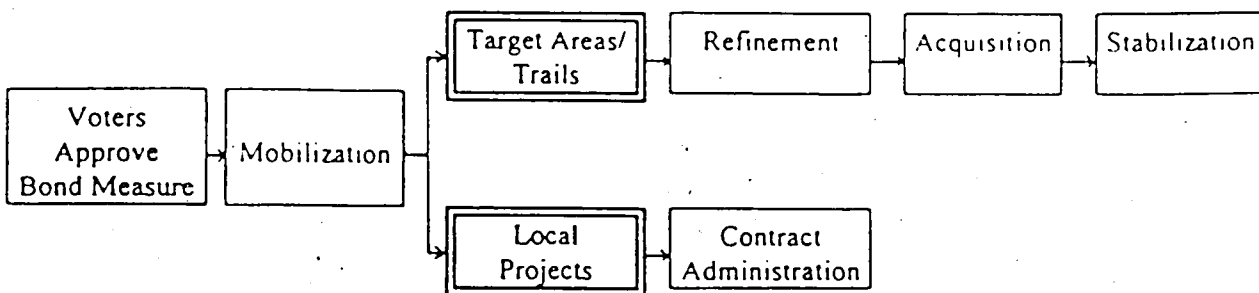
### Proposed Open Space, Parks, and Streams Bond Measure

Based on the recommendations of advisory groups and the general public, Metro has referred a bond measure to the voters which will authorize the issuance of \$135.6 million in general obligation bonds. These funds will be focused in three specific areas:

- ◊ to acquire 6000 acres in 14 specific regionally significant target areas
- ◊ to acquire four regionally significant trail corridor segments and to actually construct trail improvements for a fifth segment.
- ◊ to share \$25 million of the bond proceeds among the cities, counties, and parks districts within the region for them to buy land and/or build facilities to enhance public use and enjoyment of locally significant natural areas

### Implementation Process

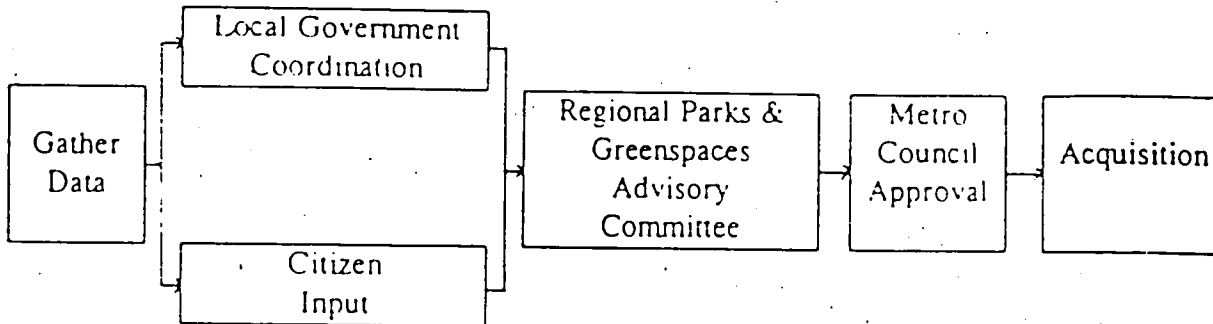
The Committee organized its discussion around the major activities or sequence of events associated with the implementation of the Bond Measure. The chart below is intended to summarize this sequence of events. Each will be defined more precisely as an introduction to the Committee's recommendations in that area. (NOTE: These events are discussed in non-chronological order in order to facilitate a clearer understanding of the requirements and recommendations.)



\*\*\*\*\* Recommendations \*\*\*\*\*

**Refinement**

While many of the areas targeted for acquisition are specifically defined, there are others which are described more generally (e.g., a trail may be designated along a stream but a specific corridor has not yet been determined). The process of more specifically defining what is to be acquired is identified as "refinement". As discussed by the Committee, the refinement process includes the following steps:



According to the Committee, this process is critical in allowing for

- ◊ Citizen involvement,
- ◊ Awareness of local government plans;
- ◊ Approval from and parameters set by Metro Council in advance of negotiations; and (thus)
- ◊ Most efficient use of staff/contractor time

Additionally, the Committee made the following recommendations

- Use the Regional Parks and Greenspaces Advisory Committee to help staff develop and screen potential acquisition targets and parameters. (In other words, advise staff and Council on the specific game plan for each acquisition area without getting involved in the specific real estate transactions )
- Staff should prepare, for its own use, detailed tax lot maps for each target area and color code them to reflect key features, general purpose, and other pertinent information which will help determine which parcels need to be acquired/controlled. Acquisition objectives should be very specific before beginning the formal acquisition process.
  - For what purpose (generally) is the land to be acquired?
  - Which tax lots or portions thereof are to be targeted?
  - Which ones are essential (don't want any of the adjacent ones if this one isn't available) and which ones are desirable as buffers?
- While it is important to determine what the purpose is in acquiring specific parcels, it is also important not to get too specific in establishing the official screening parameters.
  - The more specific your plans, the tighter the negotiation points and the more "precious" the land becomes.

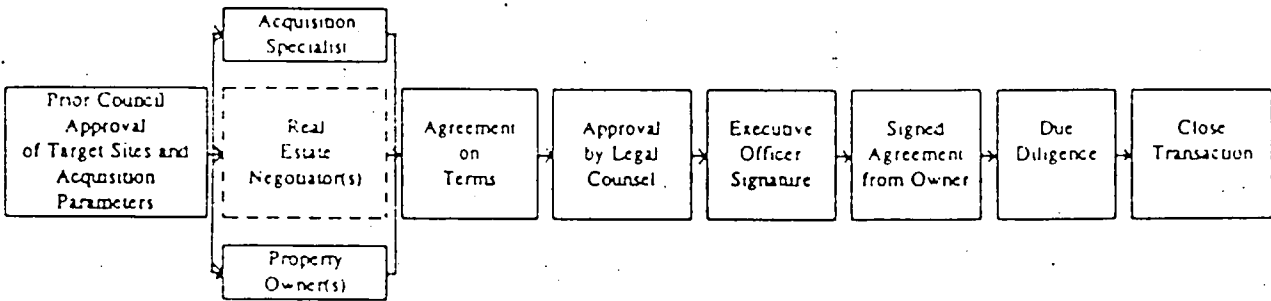
- Tax lots would not be made public knowledge
  - Individual real estate negotiations should be kept confidential.
- **Maximize coverage/publicity of the overall plan, the specific strategies and target sites; get the community involved as an active partner.**
    - Consider processes like those which have been used in Massachusetts and eastern Maryland where the government basically held community meetings where they explained what they wanted to accomplish and how much money they had to spend and then let the community figure out (negotiate) how to achieve that purpose.

**Acquisition**

The process for acquiring the rights to the land is referred to here as "acquisition" In many cases, this may be for an actual fee simple purchase of the land, but it is also likely to include a number of other transactions (as discussed below) which may provide the access/protection that is desired without actually purchasing the fee interest in the property.

- Streamline the acquisition process as much as possible; this, typically reduces both land and acquisition costs and improves the odds of success.

The Committee recommended a streamlined acquisition process, summarized below:



This recommended process incorporates three basic changes to that which is currently used in the options program:

1. It charges the Regional Parks & Greenspaces Advisory Committee with helping to define the appropriate, *specific* target sites and appropriate acquisition parameters (i.e., the limits within which the staff must negotiate).
2. It asks the Metro Council to review and approve the staff and Regional Parks and Greenspaces Advisory Committee recommendations on specific target sites and acquisition parameters prior to beginning the acquisition process. It then eliminates the need for further Council approvals of individual real estate transactions (providing those transactions are fully within the established parameters).
3. It has the Executive Officer sign legal agreements before they are submitted to the property owner. This allows for greater control and, again, will help speed the process.

- It is desirable to use options initially rather than direct purchases whenever possible in order to avoid ending up with numerous disaggregated parcels which do not achieve the intended purposes. Ideally, these options would not be exercised until all of the essential parcels within a given target area have been "tied up"
  - The options should be price specific (not just as appraised for "fair market value") in order to minimize surprises and wasted efforts.
  - Options for a year or more are desirable but difficult to negotiate
  - In many cases, it may be virtually impossible to obtain options (or at least, cost effective ones).
- In general, it is not a good idea to purchase land that may not be desired/needed ultimately. There may be specific instances where it makes good sense to purchase a larger parcel and then sell an unneeded portion, or to buy land that can't be protected any other way before you have other essential parcels tied up. Many people believe that government already owns too much unused land and it will certainly create some controversy if Metro proposes in the future to sell land which is perceived to have any natural resource value
- Do not use fee simple purchases exclusively; consider a very wide range of tools which may be appropriate to the intended purposes and are potentially less expensive. Although there was no attempt to create a comprehensive list of the tools which might be considered, some of the tools mentioned specifically included: donations, purchase of timber or development rights, sale/transfer of development rights, conservation easements, trail or access easements, life estates, living trusts, long-term options, and right of first refusal.
- Leverage bond funds to the greatest extent practical. Work with other governmental agencies, foundations, non-profit organizations, "Friends of ..." groups and neighborhood associations, etc to insure that other possible sources are considered to supplement/supplant the relatively limited bond funds.
- The acquisition parameters set by Council in advance need to be both specific enough and flexible enough to truly empower staff to negotiate creative and cost effective agreements. Anxious sellers want to be dealt with in a professional and timely manner, and land owners are typically reluctant to negotiate with someone who does not have the authority to make a decision.
- It is certainly acceptable to continue Metro's current practice of doing "due diligence" work after the real estate transaction is fully negotiated.
  - It is important to be very clear in both negotiations and legal agreements that there will be a due diligence period following the execution of legal agreements.

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<sup>1</sup> Due diligence work is all of the detailed investigation needed to make sure that the title and the property are exactly as they appear or are represented to be. This work may include things like: Level I and II environmental assessments; biological, archeological, and land surveys; more detailed title and legal investigation, etc

- Some members of the Committee also thought that it might be important to do some due diligence work *before* acquisition negotiations are complete in order to speed the process and overcome seller resistance. They also noted that this approach could result, in some cases, in spending time and money on work that is not needed ultimately.
- The use of contracted services to help minimize staff requirements is an appropriate way to approach target areas (particularly in those cases where there are a large number of ownerships involved); in some cases, local realtors with detailed knowledge and established relationships in a target area can be a real asset as well.

### Stabilization

"Stabilization" is the term the Committee used to describe those one-time activities which Metro, as the new owner of a parcel of land, would want to accomplish to safeguard both the property and the public. Typically, this might include such things as installing gates and fences, posting signs; removing garbage and abating hazards; cleaning up contaminated soil; removing derelict structures, etc

- During the negotiation and due diligence periods, use common sense and carefully assess what is needed to operate/maintain/protect the property over the long term. When appropriate, have the seller assume responsibility for completing required work before Metro takes title to the property (or, alternately, have the seller assume responsibility for related costs through purchase price reductions or placement of funds into escrow at closing)

### Mobilization

The Committee used the term "mobilization" to describe the process of getting ready to actually begin implementing the bond-funded program. Typical activities will include preparing, marketing and selling bonds, formal budget amendments; recruiting and hiring new staff, competitively bidding and selecting contractors, developing detailed work programs, preparing standard contracts; developing informational and marketing materials; etc.

(NOTE: There is no money or staff in the Budget for doing work in advance of the Bond Measure. In addition, the staff and Executive Officer have indicated that they feel that the voters might interpret any expenditures which assume a favorable vote as an act of arrogance or bad faith. The key issue here is that there is 2-3 months of mobilization work to get ready to implement this program. While the voters may be critical of any advance work, they may be equally critical of any delays in getting started.)

- Minimize expenditures but begin preparing to implement the program now, placing emphasis on work that will allow at least some aspects of the program to be implemented quickly. The Committee offered several specific suggestions:
  - Revise the workplan for existing staff to accomplish some of this work.
  - Do internal work that does not require large expenditures or high visibility (e.g., developing standard contracts/intergovernmental agreements, recruit (but not hire) new

- staff, pursue options on highly visible parcels more vigorously, develop detailed workplans, design negotiation and community involvement strategies, design informational materials, etc )
- Consider approaching some of the cities and counties which will be beneficiaries of the bond funds about potential interest in providing staff or funds to help Metro begin preparing to implement the program
  - At least one Committee member suggested that staff were being "hypersensitive" and that "the whole world is *not* looking at you "

### Staffing

Current Metro staff suggested that their aim would be to minimize the number of new/permanent staff assigned to implement the program and that consultants (or perhaps temporary employees) could be used as needed to help accomplish this objective. In specific, staff indicated that they would envision employing a Program Supervisor, 4 Acquisition Specialists, a Trails Specialist, and a Finance/Contract Administrator. The target areas would be divided up on a geographic basis, and assigned to the 4 Acquisition Specialists. The Committee supported this approach in general and offered the following specific comments

- Establish gradations of authority so that Acquisition/Trails Specialists are empowered to make deals.
- Hire Acquisition/Trail Specialists who are right for the job; not everyone is right to negotiate, to close, and to be entrepreneurial.
- Maintaining continuity of staff is very important in establishing rapport with land owners, friends groups, local governments and other interested parties. Thus, these positions should be long-term and should pay well enough to minimize turnover.

### Contracts/Consultants

- When selecting appraisers, it is more important to hire the right one in the first place than it is try to hire others to review their work. Hire one that knows the area, this type of property, etc. and then sit down and discuss the issues in advance. When possible, try to get draft appraisals for review in order to raise concerns or answer questions before the report is "cast in stone".
- In completing due diligence work--particularly environmental assessments--try to obtain *pro bono* assistance or to structure agreements so that initial (e.g., Level I assessments) are provided *gratis* or at a discount in exchange for the opportunity to provide subsequent work. (NOTE: Staff will research whether public competitive bidding requirements will permit this type of arrangement. At a minimum, price breaks and turn-around times should be considered in selecting consultants).

### General

- Look for ways to diminish or share responsibilities for the long term protection and maintenance of acquired property by seeking assistance from "Friends of ...", neighborhood, or civic groups, considering an "Adopt-A-Property" program (like Adopt-A-Highway), other parks providers, etc. in order to reduce costs. Also remember that volunteer assistance is not free, but includes costs associated with recruitment, training, turnover, etc
  - Provide information to target area property owners on the benefits of donation.
  - Publicity and public relations is very important and should be given a high priority. Specifically, a number of supporting suggestions were offered by the Committee
    - Promote the vision, provide information, create interest, report progress, support momentum which will help facilitate the purchase negotiations
    - Give as much publicity to donors as possible; press releases, proclamations, plaques, medals, naming sites or facilities after donors, etc. should all be considered. Don't overlook consultants involved in the acquisition process who agree to donate all or part of their services
    - Similarly, give lots of recognition to groups or individuals who take responsibility for the ongoing care on acquired property.
- (NOTE: Staff realize that the above work would require hiring/contracting of additional staff.)
- Brief the Council regularly on work efforts, progress, difficulties, etc.; its understanding and support will be essential if it is necessary to consider revised acquisition parameters or the possible use of *eminent domain*.
  - Remember that this is a big, ambitious project that will be a national model.

\*\*\*\*\* The staff sincerely appreciates the Committee's assistance. \*\*\*\*\*

## Oversight Steering Committee Membership

Charles Ciecko	Regional Parks & Greenspaces
Doug Butler	General Services
Nancy Chase	Regional Parks & Greenspaces
Dan Cooper	General Counsel
Andy Cotugno	Growth Management
John Fregonese	Growth Management
Patricia McCaig	Councilor
Heather Nelson	Office of Executive Officer
Todd Sadlo	General Counsel
Bern Shanks	Regional Environmental Management
Jennifer Sims	Finance



OPTION EXERCISE AND CLOSING CHECKLIST

Project

File No

Property Address

Tax Designation  
Acres

Purchase Price

Option Exercise Date  
Option Payment

Option Extension Date  
Option Extension Payment

Closing Date

Seller

Seller's Attorney/Representative

Funding Source

Metro Partner

Title Company/Escrow Holder

Environmental Assessment

Appraiser

Surveyor

District Councilor  
Park Advisory Committee Rep

I. PREPARING TO EXERCISE THE OPTION

A Title Review

Title Report ordered \_\_\_\_\_  
Date due \_\_\_\_\_  
Received \_\_\_\_\_  
Sent to Seller \_\_\_\_\_  
Reviewed \_\_\_\_\_  
Objections \_\_\_\_\_  
\_\_\_\_\_

Notice of Objections Sent to Seller \_\_\_\_\_  
Title Policy to be subject only to \_\_\_\_\_

B Appraisal Review

Ordered by \_\_\_\_\_  
Date \_\_\_\_\_  
Value \_\_\_\_\_  
Reviewed by \_\_\_\_\_  
Date ordered \_\_\_\_\_  
Date Received \_\_\_\_\_

Comments \_\_\_\_\_  
\_\_\_\_\_

C Additional Agreements/ Option Terms

- a Property description
- b Access
  - Easements and Licenses \_\_\_\_\_
  - Legal confirmed by \_\_\_\_\_
  - Actual confirmed by \_\_\_\_\_
- c Minerals to be conveyed \_\_\_\_\_
- Minerals to be restricted \_\_\_\_\_
- d Leases \_\_\_\_\_
- e Grazing Permits \_\_\_\_\_
- f Hunting Permits \_\_\_\_\_
- g Reforestation \_\_\_\_\_
- h Other \_\_\_\_\_
- i Mortgages/Deeds of Trust
  - Terms \_\_\_\_\_
  - Non-Recourse \_\_\_\_\_
- j Liquidated Damages \_\_\_\_\_

k Deferred taxes \_\_\_\_\_  
 l Broker \_\_\_\_\_  
 m Personal Property \_\_\_\_\_  
 Farm Ranch Equipment \_\_\_\_\_  
 Residential \_\_\_\_\_  
 Other \_\_\_\_\_  
 n Boundary problems \_\_\_\_\_  
 o Prescriptive or adverse interests, common law rights \_\_\_\_\_  
 \_\_\_\_\_  
 p Fences \_\_\_\_\_  
 q Who pays for title, escrow fees, transfer taxes? \_\_\_\_\_  
 \_\_\_\_\_  
 r Possession at Closing \_\_\_\_\_  
 s Prorations - leases, taxes \_\_\_\_\_  
 t Subdivision \_\_\_\_\_  
 u Reps and Warranties \_\_\_\_\_  
 v Bargain sale \_\_\_\_\_  
 w Water rights \_\_\_\_\_  
 x Exchange \_\_\_\_\_  
 y Other improvements \_\_\_\_\_  
 z 1031, Other \_\_\_\_\_

**D** Hazardous Materials

Metro inspection by \_\_\_\_\_  
 Date due \_\_\_\_\_  
 Received \_\_\_\_\_  
 Additional Action/Recommendations \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**E** Approval

- 1 Oversight Committee Approval  
 On Agenda \_\_\_\_\_  
 Approved \_\_\_\_\_
  
- 2 Park Advisory Committee Approval  
 On Agenda \_\_\_\_\_  
 Approved \_\_\_\_\_
  
- 3 Executive Committee Approval  
 On Agenda \_\_\_\_\_  
 Approved \_\_\_\_\_

4 Council Resolution  
On Agenda \_\_\_\_\_  
Approved \_\_\_\_\_

F Survey Review

Certified to Buyer and the Title Company  
Confirm acreage  
Any off-record title problems

G Off-record Title Problems

Boundary/fence \_\_\_\_\_  
Evidence of potential adverse possession or prescriptive easement \_\_\_\_\_  
Tenants or residential structures \_\_\_\_\_  
\_\_\_\_\_

H Water

Water rights \_\_\_\_\_  
Review all water permits, applications and other documents \_\_\_\_\_  
Confirm title with State Water Engineer's Office \_\_\_\_\_  
Confirm not subject to mortgages or other liens \_\_\_\_\_  
Confirm eligibility/percentage active rights \_\_\_\_\_  
Confirm requirements for transfer or assignment \_\_\_\_\_  
Upon closing, will need to file appropriate docs \_\_\_\_\_  
Adequate to support desired use \_\_\_\_\_  
Cost of water use \_\_\_\_\_

I Buildings or Other Improvements

Type, size and description \_\_\_\_\_  
Availability of utilities, water, sewage, etc \_\_\_\_\_  
Age and condition structural, mechanical and electrical problems \_\_\_\_\_  
\_\_\_\_\_  
Permit and code compliance \_\_\_\_\_

J Personal Property or Fixtures

Inventory prepared by \_\_\_\_\_  
Review title \_\_\_\_\_  
Perform UCC-3 lien search if important personal property \_\_\_\_\_  
Age and condition \_\_\_\_\_

K Liability Review

Potential natural or artificial hazards \_\_\_\_\_

Cost to repair or remove the hazard \_\_\_\_\_

**L**    Review Management Issues

Confirm Preparedness to implement management plan

**II. EXERCISING THE OPTION**

**A**    Option exercise letter

Sent to Seller \_\_\_\_\_

Subject to conditions \_\_\_\_\_

(Caution may result in a counteroffer thereby giving Seller the right to terminate)

**III. PREPARING FOR THE CLOSING AFTER EXERCISING THE OPTION**

**A**    Closing documents and other items to be prepared or obtained

- 1    Option Agreement
- 2    Deed (grant or warranty vs quitclaim)
- 3    Bill of Sale (if personal property included)
- 4    Water Rights Assignment, if necessary
- 5    Assignment of Leases and Right to Receive Revenue, if appropriate
- 6    Assignment of Intangible Property (such as permits, trade names, and so forth),  
if appropriate
- 7    Joint Escrow Instructions
- 8    Others

**B**    Send closing documents to seller and title company for approval

**C**    Review and approve closing settlement statement to be prepared by title company

- 1    Prorations
- 2    Closing Costs

**D**    Tax documents necessary to close

W9, Non-Foreign Affidavit, state tax requirements

**E**    Confirm all closing conditions met

- 1    Review Option Agreement

- a No adverse change in physical condition
- b Title
- c Truth of Seller's representations and warranties
- d Insurance for improvements

- F Arrange for transfer of funds
- G Obtain any keys to the property

**IV. POST-CLOSING MATTERS**

- A Review title policy to make sure it conforms to escrow instructions
- B Send originals of all documents to \_\_\_\_\_
- C Parks Management notified
- D Insurance for Improvements
- E Insurance for Personal Property

F Documents	Received	Reviewed
Deed	_____	_____
Title Policy	_____	_____
Closing Statement	_____	_____

## Greenspace Site Assessment Procedures

An environmental assessment of each potential acquisition site will be performed. The initial assessment, termed a Phase I, will be performed by Metro personnel. If the work load exceeds personnel availability, Phase I assessments may be conducted by qualified contractors. Based on results from the Phase I assessment, any recommended higher level of investigation will be conducted by qualified contractors.

A Phase I report will be generated from information gathered from a review of records and a site visit. The report will include the following:

<u>Item</u>	<u>Source of Information</u>
Executive Summary	
Site Description - Location and Description	RLIS, Site Visit
Topography	RLIS
Geology	
Soils	RLIS
Hydrogeology (if known)	ODEQ
Site History	Aerial photos, Polk City Directories, ownership records, interviews
Hazardous Substances	
Underground Storage Tanks	ODEQ Env. Cleanup Site Info Site visit
National Priority List	Record Search
CERCLIS	Record Search
RCRA	Record Search
State Cleanup Site	ODEQ Env. Cleanup Site Info
PCBs	Record Search, site visit
Asbestos	Site visit
Pesticides	Site visit
Stabilization Needs	Site visit
(i.e. illegal dumping, security problems, health hazards)	

1993 11 (6-30-93)

TOTAL LOCAL GREENSPACES PROJECTS ALLOCATION BY JURISDICTION					
JURISDICTION	ALLOCATION				
Clackamas Co.	1,876,235				
NCPRD	1,043,025				
Gladstone	156,857				
Happy Valley	35,305				
Lake Oswego	697,166				
Milwaukie	349,020				
Oregon City	268,322				
Rivergrove	5,673				
West Linn	333,385				
Wilsonville	218,222				
Multnomah Co.	3,401,545				
Portland	7,480,868				
Gresham	1,164,474				
Troutdale	257,327				
Fairview	169,109				
Wood Village	169,109				
Washington Co.	949,049				
THPRD	2,315,771				
Beaverton	1,372,654				
Cornelius	147,186				
Durham	28,538				
Forest Grove	321,226				
Hillsboro	989,745				
Sherwood	103,705				
Tigard	757,954				
Tualatin	388,528				
Total	25,000,000				
1/12/95					

C.1





## GREENSPACES GENERAL OBLIGATION BOND MEASURE LOCAL SHARE GUIDELINES

Local governments will be entitled to receive a portion of the regional greenspaces bond measure funds, based on the allocation formula in the Metropolitan Greenspaces Master Plan adopted in July 1992. Projects eligible for local share funding must meet the following criteria:

Eligible agency is a park provider as of July 1, 1991.

Funds must be expended on Greenspaces related activities only including:

### Acquisition

- Fee Simple (or easement) to purchase regionally significant greenspaces and/or trail corridors identified in the Metropolitan Greenspaces Master Plan and/or locally determined significant greenspaces and/or trail corridors.
- Costs associated with the acquisition of property.

### Capital Improvements

- Restoration or enhancement of natural areas.
- Trail construction.
- Access facilities such as roads that are an integral part of the greenspace, parking, boat ramps, trail heads, Americans with Disabilities Act (ADA) requirements.
- Public use facilities such as rest rooms, picnic tables, shelters, viewing blinds, water systems, camp sites, fishing piers, and associated appurtenances including signs, fences, security lighting, barbecues.
- Environmental education facilities such as nature centers and interpretive displays.

The park provider will enter into an Intergovernmental Agreement (IGA) to be approved by the Metro Council and the governing board of the park provider. The IGA shall require signage at the project site in an appropriate location(s) to acknowledge Metro, the park provider, and other project partners; funds from the bond measure shall not be used to replace local funds on project; and funds from the bond measure should leverage other sources of revenue when possible.

A list of local share projects with estimated costs, and approved by the governing board of each jurisdiction shall be delivered to Metro no later than November 1, 1994 to be eligible for local share funding.

Greenspace sites subject to local share funding will be maintained for its intended regional natural area, or trail activities.

INTERGOVERNMENTAL AGREEMENT  
Open Spaces Bond Measure  
Local Share Component

This Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_ 1995, is by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the 1992 Metro Charter, located at 600 N.E. Grand Avenue, Portland, Oregon 97232-2736, and the \_\_\_\_\_, located at \_\_\_\_\_, (hereinafter referred to as "Recipient"), and shall remain in full force and effect for the period September 1, 1995, to September 1, 1998, (unless extended as provided for herein).

W I T N E S S E T H:

WHEREAS, The electors of Metro approved a ballot measure on May 16, 1995, authorizing Metro to issue \$135.6 million in bonds for Open Spaces, Parks, Trails and Streams (the "Measure"); and

WHEREAS, The Measure provided that \$25 million from bond proceeds be expended by local parks providers for specified projects; and

WHEREAS, Recipient is a local parks provider who has received approval for funding for project(s) as specified in the Measure; and

WHEREAS, Metro and Recipient desire to enter into this Agreement to provide for funding of Recipient's project(s) subject to terms and conditions as provided for in the Measure;

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the parties hereto as follows:

1. Project Declaration

Metro hereby approves the Project proposal(s) and authorizes Recipient to proceed with the Project in accordance with the Scope of Work included as Attachment "A." All real property interests acquired shall be held in the name of Recipient.

2. Funding

Metro's contribution to the Project(s) is limited to \$ \_\_\_\_\_. Payment of funds by Metro to Recipient will be subject to the procedures set forth in Attachment "B" of this Agreement.

3. Funding Limitation

Metro through the approval of the Measure and the sale of bonds has established this Agreement with the sole purpose of implementing the Metro Open Spaces Program through funding of this Project. Therefore, Metro neither intends nor accepts any direct involvement in this Project which can or could be construed to result in supervisory responsibility during the course of construction, and upon completion of the Project and payment of funds as provided for herein there will be no further obligations on the part of Metro.

4. Funding Requirements

Metro has committed to pay from bond proceeds the amount specified for the approved project(s) described in Attachment "A." Recipient may substitute a different project only if the following conditions are met:

a. Recipient through its governing body must find that one or more of the projects described in Attachment "A" have become degraded, are cost prohibitive or are otherwise infeasible.

b. Recipient through its governing body shall conduct a public process and determine the substitute project consistent with the provisions of the Measure and the Local Share Guidelines.

c. The substitute project is subject to administrative approval by Metro's Regional Parks and Greenspaces Department Director, such approval shall not be unreasonably withheld. Metro will designate the name of the Department Director in writing at the time this Agreement is executed. Thereafter, Metro may give written notice to Recipient of any change in the Department Director.

d. Metro's financial obligation under this Agreement shall not be increased. Recipient agrees to comply at all times with provisions of the Measure and the adopted Local Share Guidelines which appear as Attachment "C" to this Agreement and by this reference are made a part hereof.

##### 5. Term

Metro's obligation to provide funds pursuant to this Agreement shall terminate September 1, 1998. It is the intent of the parties that Recipient will have completed the project(s) and all Metro funding obligated under this Agreement shall have been paid prior to such date. However, in the event of unforeseen circumstances that cause Recipient to be delayed in completing the project(s), Recipient is entitled upon giving 30 days written notice to Metro to extend Metro's obligations pursuant to this Agreement for an additional six

months. More than one extension may be granted if necessary to complete the project(s). Recipient must receive approval of the extension from Metro's Regional Parks and Greenspaces Department Director. Metro may deny an extension if it finds that Recipient is not making good faith efforts to complete the project(s) and that the need for an extension is due to Recipient's neglect of the project(s). Any denial of an extension is not effective for 10 days after receipt of notice of the denial, and at Recipient's request is subject to review by the Metro Executive Officer. The provisions of Sections 7, 8, 9, and 10 shall continue in effect after the completion by Recipient of any project(s) pursuant to this Agreement.

6. Situs

This Agreement is entered into within the state of Oregon, and the law of said state, whether substantive or procedural, shall apply to this Agreement, and all statutory, charter and ordinance provisions that are applicable to public contracts in the state of Oregon shall be followed with respect to this Agreement.

7. Limitations on Use

All property acquired by Recipient with Open Spaces funding by Metro shall be maintained for its intended natural resource dependent recreational, natural area or trail activities. Recipient commits to maintain all property acquired pursuant to this Agreement in a manner consistent with Metro's Greenspaces Master Plan. Recipient will not construct or allow the construction of improvements to the property which are inconsistent with the Master Plan. However, in the event of extraordinary unforeseen circumstances Recipient may after January 1, 2005, authorize a change in use of acquired property. In the event a change in use occurs, Recipient agrees to take the following actions:

Recipient shall give Metro 180 days advance written notice of its intent to authorize a change in use or sell the property to a third party. Recipient shall obtain an appraisal of the fair market value of the property assuming that the property was not subject to any use restrictions. The appraisal is subject to approval by Metro as to its completeness and reasonableness. After the appraisal value is determined and is approved by Metro, Recipient shall obtain the fair market value of the discontinued property and apply it to completion of a substitute project(s) within 90 days after authorizing the change in use.

Recipient shall determine through the process described in Section 4 of this Agreement what substitute project should be funded and completed.

8. Oregon Constitution and Tax Exempt Bond Covenants

Recipient acknowledges that Metro's source of funds for this Program is from the sale of voter-approved general obligation bonds that are to be paid from ad valorem property taxes exempt from the limitations of Article XI, section 11(b), 11(c), 11(d), and 11(e) of the Oregon Constitution, and that the interest paid by Metro to bond holders is currently exempt from federal and Oregon income taxes. Recipient covenants that it will take no actions that would cause Metro not to be able to maintain the current status of the real property taxes as exempt for Oregon's constitutional limitations or the income tax exempt status of the bond interest. In the event Recipient breaches this covenant, Metro shall be entitled to whatever remedies are available to either cure the default or to compensate Metro for any loss it may suffer as a result thereof.

9. Funding Declaration

Recipient will document on-site, for all acquisitions and capital improvements, and in any publication, media presentations or other presentations, that funding came from Metro. On-site signage that provides recognition of Metro funding shall be subject to prior review and comment by Metro. All signage will be consistent with Metro guidelines for Open Spaces Projects. Recipient agrees to provide maintenance for all signs. Metro may elect to furnish on-site signage for use by Recipient.

10. Indemnification

Recipient shall indemnify Metro and its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of persons, or property damage, arising out of or in anyway connected to the wrongful acts of the Recipient's officers, agents and employees acting within the scope of employment or duties in performance of this Agreement, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS chapter 30.

Metro shall indemnify Recipient and its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of persons, or property damage, arising out of or in any way connected to the wrongful acts of Metro's officers, agents and employees acting within the scope of employment or duties in performance of this Agreement, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS chapter 30.

11. Termination for Cause

Metro may terminate this Agreement in full, or in part, at any time before the date of completion, whenever Metro determines, in its sole discretion, that Recipient has failed to comply with the conditions of this Agreement and is therefore in default. Metro shall promptly notify Recipient in writing of that determination and document such default as outlined hereinbelow. Notwithstanding any termination for cause, Recipient shall be entitled to receive payments for any work completed or for which Recipient is contractually obligated for which completion or contractual obligation occurred prior to the effective date of the termination, provided that Metro shall not be obligated to make any payment except for work specifically provided for in this Agreement.

12. Documentation of Default

Recipient shall be deemed to be in default if it fails to comply with any provisions of this Agreement.

Prior to termination under this provision, Metro shall provide Recipient with written notice of default and allow Recipient ninety (90) days within which to cure the default. In the event Recipient does not cure the default within ninety (90) days, Metro may terminate all or any part of this Agreement for cause. Recipient shall be notified in writing of the reasons for the termination and the effective date of the termination.

Recipient shall be liable to Metro for all reasonable costs and damages incurred by Metro as a result of and in documentation of the default.

If, after notice of termination, Metro agrees or a court finds that Recipient was not in default or that the default was excusable, such as a strike, fire, flood, or other event that is



not the fault of, or is beyond the control of Recipient, Metro will allow Recipient to continue work, or both parties may treat the termination as a joint termination for convenience whereby the rights of the Recipient shall be as outlined hereinbelow.

13. Joint Termination for Convenience

Metro and Recipient may jointly terminate all or part of this Agreement based upon a determination that such action is in the public interest. Termination under this provision shall be effective upon ten (10) days written notice of termination issued by Metro subject to that mutual agreement.

Within thirty (30) days after termination pursuant to this provision, Recipient shall submit an itemized invoice(s) for all unreimbursed work within the Scope of Work of this Agreement completed before termination.

Metro shall not be liable for any costs invoiced later than thirty (30) days after termination unless the Recipient can to Metro's full satisfaction show good cause beyond the Recipient's control for the delay.

14. Documents are Public Property

All records, reports, data, documents, systems and concepts, whether in the form of writings, figures, graphs, or models which are prepared or developed in connection with the Project shall become public property.

Nothing in this section or in any other part of this Agreement shall be construed as limiting a Recipient's ability to consider real property transactions in executive session pursuant to ORS 192.660(1)(e) or as requiring disclosure of records that are otherwise

exempt from disclosure pursuant to the Public Records Law (ORS 192.410 to 192.505) or Public Meetings Law (ORS 192.610 to 192.690).

15. Project Records

Comprehensive records and documentation relating to the Scope of Work and all specific tasks involved in the Project shall be maintained by Recipient.

Recipient shall establish and maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement.

16. Audits, Inspections, and Retention of Records

Metro, and any of its representatives, shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all of Recipient's records with respect to all matters covered by this Agreement. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls and other matters covered by this Agreement.

All documents, papers, time sheets, accounting records, and other materials pertaining to costs incurred in connection with the Project shall be retained by Metro and Recipient and all of its contractors for three years from the date of completion of the Project, or expiration of the Agreement, whichever is later, to facilitate any audits or inspection.

A final determination of the allowability of costs charged to the Project may be made on the basis of an audit or other review. Any funds paid to Recipient in excess of the amount to

which Recipient is finally determined to be entitled under the terms of this Agreement constitute a debt to Metro, and shall be returned by Recipient to Metro.

17. Law of Oregon

This Agreement shall be governed by the laws of the state of Oregon, and the parties agree to submit to the jurisdiction of the courts of the state of Oregon.

All applicable provisions of ORS chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the state of Oregon, are hereby incorporated as if such provisions were a part of this Agreement including but not limited to ORS 279.015 to 279.320.

Specifically, it is a condition of this Agreement that Recipient and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by Oregon Laws 1989, chapter 684.

18. Assignment

Recipient may not assign any of its responsibilities under this Agreement without prior written consent from Metro, except the Recipient may delegate or subcontract for performance of any of its responsibilities under this Agreement.

19. Severability

If any covenant or provision in this Agreement shall be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision which in itself is valid, if such remainder would then continue to conform with the terms and requirements of applicable law and the intent of this Agreement.

20. Entire Agreement

This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement. Recipient, by the signature below of its authorized representative, hereby acknowledges that Recipient has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year set forth below.

CITY OF

METRO

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

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

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

Mike Burton  
Executive Officer

gl  
12564

Open Spaces Work Plan  
 Y 1995/96

RESOURCES

Beginning Fund Balance	\$0
Interest Earnings	\$5,530,000
Gen Obligation Bond Proceeds	\$135,600,000
<b>TOTAL RESOURCES</b>	<b>\$141,130,000</b>

PERSONAL SERVICES

Working Title	FTE	1ST QTR	FTE	2ND QTR	FTE	FTE	3RD QTR	FTE	4TH QTR	FTE	Year 1
<b>ADMINISTRATION</b>											
Open Spaces Program Manager	0 00	\$0	1 00	\$15,676	1 00	1 00	\$15,676	1 00	\$15,676	0.75	\$47,027
Budget/Finance	0 33	\$3,720	1 00	\$11,160	1 00	1 00	\$11,160	1 00	\$11,160	0.83	\$37,200
Public Relations	0 00	\$0	0 67	\$7,687	1 00	1 00	\$11,531	1 00	\$11,531	0.67	\$30,749
Reception	1 00	\$6,114	1 00	\$6,114	1 00	1 00	\$6,114	1 00	\$6,114	1 00	\$24,456
Office Support	0 00	\$0	1 00	\$6,112	1 00	1 00	\$6,113	1 00	\$6,113	0.75	\$18,337
Subtotal		\$9,834		\$46,749			\$50,593		\$50,593		\$157,769
Fringe		\$2,852		\$13,557			\$14,672		\$14,672		\$45,753
Total Admin Personal Services	1 33	\$12,686	4 67	\$60,306	5 00	5 00	\$65,265	5 00	\$65,265	4 00	\$203,522
<b>REFINEMENT</b>											
GIS	1 00	\$11,531	1 00	\$11,531	1 00	1 00	\$11,531	0 00	\$0	0.75	\$34,593
Senior Real Estate Negotiator	1 00	\$14,715	1 00	\$14,715	1 00	1 00	\$14,715	0 00	\$0	0.75	\$44,146
Target Area Specialist (6 Trails)	1 00	\$13,348	1 00	\$13,348	1 00	1 00	\$13,348	0 00	\$0	0.75	\$40,043
Target Area Specialist (4 33 area)	0 00	\$0	1 00	\$13,348	1 00	1 00	\$13,348	0 00	\$0	0.50	\$26,696
Target Area Specialist (4 33 area)	0 00	\$0	1 00	\$13,348	1 00	1 00	\$13,348	0 00	\$0	0.50	\$26,696
Target Area Specialist (4 33 area)	0 00	\$0	1 00	\$13,348	1 00	1 00	\$13,348	0 00	\$0	0.50	\$26,696
Subtotal		\$39,594		\$79,637			\$79,637		\$0		\$198,870
Fringe		\$11,482		\$23,095			\$23,095		\$0		\$57,672
Total Refinement Pers Svcs	3 00	\$51,076	6 00	\$102,731	6 00	6 00	\$102,731	0 00	\$0	3.75	\$256,543
<b>ACQUISITION</b>											
GIS	0 00	\$0	0 00	\$0	0 00	0 00	\$0	1 00	\$11,531	0.25	\$11,531
Senior Real Estate Negotiator	0 00	\$0	0 00	\$0	1 00	0 00	\$0	1 00	\$14,715	0.25	\$14,715
Target Area Specialist (6 Trails)	0 00	\$0	0 00	\$0	0 00	0 00	\$0	1 00	\$13,347	0.25	\$13,347
Target Area Specialist (4 33 area)	0 00	\$0	0 00	\$0	0 00	0 00	\$0	1 00	\$13,347	0.25	\$13,347
Target Area Specialist (4 33 area)	0 00	\$0	0 00	\$0	0 00	0 00	\$0	1 00	\$13,347	0.25	\$13,347
Target Area Specialist (4 33 area)	0 00	\$0	0 00	\$0	0 00	0 00	\$0	1 00	\$13,347	0.25	\$13,347
Biologist/Stabilization Specialist	0 25	\$3,337	0 25	\$3,337	0 25	0 25	\$3,337	0 25	\$3,336	0.25	\$13,347
Subtotal		\$3,337		\$3,337			\$3,337		\$82,970		\$92,981
Fringe		\$968		\$968			\$968		\$24,061		\$26,964
Total Acquisition Pers Svcs	0 25	\$4,305	0 25	\$4,305	1 25	0 25	\$4,305	6 25	\$107,032	1.75	\$119,945
<b>TABILIZATION</b>											
Biologist/Stabilization Specialist	0 25	\$3,336	0 25	\$3,336	0 25	0 25	\$3,336	0 25	\$3,336	0.25	\$13,344
Subtotal		\$3,336		\$3,336			\$3,336		\$3,336		\$13,344
Fringe		\$967		\$967			\$967		\$967		\$3,870
Total Stabilization Pers Svcs	0 25	\$4,303	0 25	\$4,303	0 25	0 25	\$4,303	0 25	\$4,303	0.25	\$17,214
<b>LOCAL SHARE</b>											
Local Share Specialist	0 00	\$0	1 00	\$9,485	1 00	1 00	\$9,485	1 00	\$9,485	0.75	\$28,454
Subtotal		\$0		\$9,485			\$9,485		\$9,485		\$28,454
Fringe		\$0		\$2,751			\$2,751		\$2,751		\$8,252
Total Local Share Pers Svcs	0 00	\$0	1 00	\$12,235	1 00	1 00	\$12,235	1 00	\$12,235	0.75	\$36,706
<b>TOTAL PERSONAL SERVICES</b>	<b>4 83</b>	<b>\$72,370</b>	<b>12 17</b>	<b>\$183,880</b>	<b>#REF!</b>	<b>12 50</b>	<b>\$188,840</b>	<b>12 50</b>	<b>\$188,836</b>	<b>10 50</b>	<b>\$633,929</b>

pen Spaces Work Plan  
**MATERIALS AND SERVICES**

<b>MINISTRATION</b>					
Office Supplies (5 new setups)	\$410	\$410	\$410	\$410	\$1,641
Computer Software (5 new setups)	\$694	\$694	\$694	\$694	\$2,775
Postage	\$500	\$500	\$500	\$500	\$2,000
Bond Issuance Costs		\$1,700,000			\$1,700,000
Temporary help	\$3,750	\$3,750	\$3,750	\$3,750	\$15,000
<b>Total</b>	<b>\$5,354</b>	<b>\$1,705,354</b>	<b>\$5,354</b>	<b>\$5,354</b>	<b>\$1,721,416</b>
<b>FINEMENT</b>					
Office Supplies (7 new setups)	\$574	\$574	\$574	\$574	\$2,297
Computer Software (7 new setups)	\$971	\$971	\$971	\$971	\$3,885
Postage	\$2,499	\$2,499	\$2,499	\$2,499	\$9,996
Printing	\$2,499	\$2,499	\$2,499	\$2,499	\$9,996
Temporary help	\$3,750	\$3,750	\$3,750	\$3,750	\$15,000
Aerial Photograph	\$11,250	\$11,250	\$11,250	\$11,250	\$45,000
Consulting	\$11,500	\$11,500	\$11,500	\$11,500	\$46,000
<b>Total</b>	<b>\$33,044</b>	<b>\$33,044</b>	<b>\$33,044</b>	<b>\$33,044</b>	<b>\$132,174</b>
<b>QUISITION</b>					
Office Supplies (4 new setups)	\$328	\$328	\$328	\$328	\$1,313
Computer Software (4 new setups)	\$555	\$555	\$555	\$555	\$2,220
Postage	\$1,500	\$1,500	\$1,500	\$1,500	\$6,000
Other costs/yr 2 & 3 30,000 appraisal	\$5,000	\$5,000	\$5,000	\$5,000	\$20,000
Printing	\$500	\$500	\$500	\$500	\$2,000
Temporary help	\$3,750	\$3,750	\$3,750	\$3,750	\$15,000
**Consult/Acq cst (10% of acq cost) Trails	\$37,500	\$37,500	\$37,500	\$37,500	\$150,000
**Consulting/Acq cost (10% of acq cost)	\$361,080	\$361,080	\$361,080	\$361,080	\$1,444,320
<b>Total</b>	<b>\$410,213</b>	<b>\$410,213</b>	<b>\$410,213</b>	<b>\$410,213</b>	<b>\$1,640,853</b>
<b>ABILIZATION</b>					
Office Supplies	\$19	\$19	\$19	\$19	\$75
Computer Software	\$51	\$51	\$51	\$51	\$203
Postage	\$125	\$125	\$125	\$125	\$500
Parks	\$0	\$0	\$0	\$0	\$0
\$83.00 per acre purchased	\$11,350	\$11,350	\$11,350	\$11,350	\$45,401
Temporary help	\$0	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$11,545</b>	<b>\$11,545</b>	<b>\$11,545</b>	<b>\$11,545</b>	<b>\$46,178</b>
<b>CAL SHARE</b>					
Office Supplies	\$38	\$38	\$38	\$38	\$150
Computer Software	\$50	\$50	\$50	\$50	\$200
Postage	\$125	\$125	\$125	\$125	\$500
Payments to Other Governments	\$2,746,521	\$2,746,521	\$2,746,521	\$2,746,521	\$10,986,084
<b>Total</b>	<b>\$2,746,734</b>	<b>\$2,746,734</b>	<b>\$2,746,734</b>	<b>\$2,746,734</b>	<b>\$10,986,934</b>
<b>TOTAL MATERIAL AND SERVICES</b>	<b>\$3,206,889</b>	<b>\$4,906,889</b>	<b>\$3,206,889</b>	<b>\$3,206,889</b>	<b>\$14,527,556</b>
includes Meeting facilitators, planners and landscape architects					
includes private negotiators, appraisers, surveys and environmental assessments					

**and Information**

	Year One	Year Two	Year Three
50% of 14 Reg Target Area	1,200	1,195	1,195

## Open Spaces Work Plan

### CAPITAL OUTLAY

#### ADMINISTRATION

Set up Capital ( 5 Workstations Compute	\$5,100	\$5,100	\$5,100	\$5,100	\$20,400
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Total	\$5,100	\$5,100	\$5,100	\$5,100	\$20,400
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#### REFINEMENT

Set up Capital ( 7 Workstations Compute	\$7,053	\$7,053	\$7,053	\$7,053	\$28,212
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GIS SETUP	\$12,850	\$12,850	\$12,850	\$12,850	\$51,400
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Total	\$19,903	\$19,903	\$19,903	\$19,903	\$79,612
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#### ACQUISITION

Set up Capital (3 Workstations Computer	\$3,060	\$3,060	\$3,060	\$3,060	\$12,240
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Trails Purchased	\$375,000	\$375,000	\$375,000	\$375,000	\$1,500,000
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Trails Construction	\$0	\$0	\$0	\$0	\$0
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Land Purchased	\$3,610,800	\$3,610,800	\$3,610,800	\$3,610,800	\$14,443,200
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Total	\$3,988,860	\$3,988,860	\$3,988,860	\$3,988,860	\$15,955,440
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#### STABILIZATION

Set up Capital	\$0	\$0	\$0	\$0	\$0
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Total	\$0	\$0	\$0	\$0	\$0
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#### LOCAL SHARE

Set up Capital (1 Workstation, Computer)	\$1,020	\$1,020	\$1,020	\$1,020	\$4,080
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Total	\$1,020	\$1,020	\$1,020	\$1,020	\$4,080
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#### TOTAL CAPITAL

	\$4,014,883	\$4,014,883	\$4,014,883	\$4,014,883	\$16,059,532
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### INTERFUND TRANSFERS

Trans Indirect Costs to Support Services Fund	\$225,000
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Trans Indirect Costs to Building Mgmt Fund	\$15,000
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Trans Indirect Costs to Risk Mgmt Fund	\$11,000
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Trans Direct Costs to Support Services	\$184,022
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Trans Direct Costs to Reg Parks & Expo Fund	\$64,132
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Total Transfers	\$499,154
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### CONTINGENCY & UNAPP. BALANCE

Contingency	\$40,000,000
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Unappropriated Balance	\$69,409,829
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#### TOTAL REQUIREMENTS

\$141,130,000

Open Spaces Work Plan

YEAR ONE TOTALS

	FTE	1ST QTR	FTE	2ND QTR	FTE	FTE	3RD QTR	FTE	4TH QTR	FTE	Year 1
<b>Administration</b>											
Personal Services	1.33	\$12,686	4.67	\$60,306	5.00	5.00	\$65,265	5.00	\$65,265	4.00	\$203,522
Materials & Services		5,354		1,705,354			5,354		5,354		1,721,416
Capital Outlay		5,100		5,100			5,100		5,100		20,400
<b>Total</b>	<b>1.33</b>	<b>23,140</b>	<b>4.67</b>	<b>1,770,760</b>	<b>5.00</b>	<b>5.00</b>	<b>75,719</b>	<b>5.00</b>	<b>75,719</b>	<b>4.00</b>	<b>1,945,338</b>
<b>Refinement</b>											
Personal Services	3.00	51,076	6.00	102,731	6.00	6.00	102,731	0.00	0	3.75	256,543
Materials & Services		33,044		33,044			33,044		33,044		132,174
Capital Outlay		19,903		19,903			19,903		19,903		79,612
<b>Total</b>	<b>3.00</b>	<b>104,022</b>	<b>6.00</b>	<b>155,678</b>	<b>6.00</b>	<b>6.00</b>	<b>155,678</b>	<b>0.00</b>	<b>52,947</b>	<b>3.75</b>	<b>468,329</b>
<b>Acquisition</b>											
Personal Services	0.25	4,305	0.25	4,305	1.25	0.25	4,305	6.25	107,032	1.75	119,945
Materials & Services		410,213		410,213			410,213		410,213		1,640,853
Capital Outlay		3,988,860		3,988,860			3,988,860		3,988,860		15,955,440
<b>Total</b>	<b>0.25</b>	<b>4,403,378</b>	<b>0.25</b>	<b>4,403,378</b>	<b>1.25</b>	<b>0.25</b>	<b>4,403,378</b>	<b>6.25</b>	<b>4,506,105</b>	<b>1.75</b>	<b>17,716,238</b>
<b>Stabilization</b>											
Personal Services	0.25	4,303	0.25	4,303	0.25	0.25	4,303	0.25	4,303	0.25	17,214
Materials & Services		11,545		11,545			11,545		11,545		46,178
Capital Outlay		0		0			0		0		0
<b>Total</b>	<b>0.25</b>	<b>15,848</b>	<b>0.25</b>	<b>15,848</b>	<b>0.25</b>	<b>0.25</b>	<b>15,848</b>	<b>0.25</b>	<b>15,848</b>	<b>0.25</b>	<b>63,392</b>
<b>Local Share</b>											
Personal Services	0.00	0	1.00	12,235	1.00	1.00	12,235	1.00	12,235	0.75	36,706
Materials & Services		2,746,734		2,746,734			2,746,734		2,746,734		10,986,934
Capital Outlay		1,020		1,020			1,020		1,020		4,080
<b>Total</b>	<b>0.00</b>	<b>2,747,754</b>	<b>1.00</b>	<b>2,759,989</b>	<b>1.00</b>	<b>1.00</b>	<b>2,759,989</b>	<b>1.00</b>	<b>2,759,989</b>	<b>0.75</b>	<b>11,027,720</b>
<b>Year 1 Totals</b>											
Personal Services	4.83	\$72,370	12.17	\$183,880	13.50	12.50	\$188,840	12.50	\$188,836	10.50	\$633,929
Materials & Services	0.00	\$3,206,889	0.00	\$4,906,889	0.00	0.00	\$3,206,889	0.00	\$3,206,889	0.00	\$14,527,556
Capital Outlay	0.00	\$4,014,883	0.00	\$4,014,883	0.00	0.00	\$4,014,883	0.00	\$4,014,883	0.00	\$16,059,532
<b>Total</b>	<b>4.83</b>	<b>\$7,294,141</b>	<b>12.17</b>	<b>\$9,105,652</b>	<b>13.50</b>	<b>12.50</b>	<b>\$7,410,612</b>	<b>12.50</b>	<b>\$7,410,607</b>	<b>10.50</b>	<b>\$31,221,017</b>



Open Spaces Work Plan  
FY 1996/97

RESOURCES

Beginning Fund Balance

\$109,409,829

Interest Earnings

\$4,376,393

Gen Obligation Bond Proceeds

\$0

TOTAL RESOURCES

\$113,786,222

PERSONAL SERVICES

Working Title	FTE	1ST QTR	FTE	2ND QTR	FTE	FTE	3RD QTR	FTE	4TH QTR	FTE	Year 2
<b>ADMINISTRATION</b>											
Open Spaces Program Manager	1 00	\$16,146	1 00	\$16,146	1 00	1 00	\$16,146	1 00	\$16,146	1 00	\$64,584
Open Spaces Bus Manager	1 00	\$11,531	1 00	\$11,531	1 00	1 00	\$11,531	1 00	\$11,531	1 00	\$46,125
Public Relations	1 00	\$11,531	0 33	\$3,843	0 00	0 00	\$0	0 00	\$0	0 33	\$15,374
Reception	1 00	\$6,357	1 00	\$6,357	1 00	1 00	\$6,357	1 00	\$6,357	1 00	\$25,428
Office Support	1 00	\$6,296	1 00	\$6,296	1 00	1 00	\$6,296	1 00	\$6,296	1 00	\$25,184
Subtotal		\$51,861		\$44,173			\$40,330		\$40,330		\$176,695
Fringe		\$15,040		\$12,810			\$11,696		\$11,696		\$51,242
Total Admin Personal Services	5 00	\$66,901	4 33	\$56,983	4 00	4 00	\$52,026	4 00	\$52,026	4 33	\$227,936
<b>ACQUISITION</b>											
GIS	0 25	\$2,998	0 25	\$2,998	0 25	0 25	\$2,998	0 25	\$2,998	0 25	\$11,992
Senior Real Estate Negotiator	1 00	\$15,304	1 00	\$15,304	1 00	1 00	\$15,304	1 00	\$15,304	1 00	\$61,215
Target Area Specialist (6 Trails)	1 00	\$13,882	1 00	\$13,882	1 00	1 00	\$13,882	1 00	\$13,882	1 00	\$55,526
Target Area Specialist (4 33 area)	1 00	\$13,748	1 00	\$13,748	1 00	1 00	\$13,748	1 00	\$13,748	1 00	\$54,992
Target Area Specialist (4 33 area)	1 00	\$13,748	1 00	\$13,748	1 00	1 00	\$13,748	1 00	\$13,748	1 00	\$54,992
Target Area Specialist (4 33 area)	1 00	\$13,748	1 00	\$13,748	1 00	1 00	\$13,748	1 00	\$13,748	1 00	\$54,992
Biologist/Stabilization Specialist	0 50	\$6,807	0 50	\$6,807	0 50	0 50	\$6,807	0 50	\$6,807	0 50	\$27,229
Subtotal		\$80,235		\$80,235			\$80,235		\$80,235		\$320,938
Fringe		\$23,268		\$23,268			\$23,268		\$23,268		\$93,072
Total Acquisition Pers Svcs	5 75	\$103,503	5 75	\$103,503	5 75	5 75	\$103,503	5 75	\$103,503	5 75	\$414,010
<b>STABILIZATION</b>											
Biologist/Stabilization Specialist	0 50	\$6,807	0 50	\$6,807	0 50	0 50	\$6,807	0 50	\$6,807	0 50	\$27,229
Subtotal		\$6,807		\$6,807			\$6,807		\$6,807		\$27,229
Fringe		\$1,974		\$1,974			\$1,974		\$1,974		\$7,896
Total Stabilization Pers Svcs	0 50	\$8,781	0 50	\$8,781	0 50	0 50	\$8,781	0 50	\$8,781	0 50	\$35,125
<b>LOCAL SHARE</b>											
Local Share Specialist	1 00	\$9,769	1 00	\$9,769	1 00	1 00	\$9,769	1 00	\$9,769	1 00	\$39,077
Subtotal		\$9,769		\$9,769			\$9,769		\$9,769		\$39,077
Fringe		\$2,833		\$2,833			\$2,833		\$2,833		\$11,332
Total Local Share Pers Svcs	1 00	\$12,602	1 00	\$12,602	1 00	1 00	\$12,602	1 00	\$12,602	1 00	\$50,409
<b>TOTAL PERSONAL SERVICES</b>	<b>12 25</b>	<b>\$191,787</b>	<b>11 58</b>	<b>\$181,870</b>	<b>#REF!</b>	<b>11 25</b>	<b>\$176,912</b>	<b>11 25</b>	<b>\$176,912</b>	<b>11 58</b>	<b>\$727,481</b>

Open Spaces Work Plan  
MATERIALS AND SERVICES

ADMINISTRATION

Office Supplies	\$150	\$150	\$150	\$150	\$600
Computer Software	\$100	\$100	\$100	\$100	\$400
Postage	\$500	\$500	\$500	\$500	\$2,000
Bond Issuance Costs					\$0
Temporary help	\$3,750	\$3,750	\$3,750	\$3,750	\$15,000
<b>Total</b>	<b>\$4,500</b>	<b>\$4,500</b>	<b>\$4,500</b>	<b>\$4,500</b>	<b>\$18,000</b>

REFINEMENT

Office Supplies	\$0	\$0	\$0	\$0	\$0
Computer Software	\$0	\$0	\$0	\$0	\$0
Postage	\$0	\$0	\$0	\$0	\$0
Printing	\$0	\$0	\$0	\$0	\$0
Temporary help	\$0	\$0	\$0	\$0	\$0
Aerial Photograph	\$0	\$0	\$0	\$0	\$0
*Consulting	\$0	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

ACQUISITION

Office Supplies	\$262	\$262	\$262	\$262	\$1,048
Computer Software	\$100	\$100	\$100	\$100	\$400
Postage	\$1,500	\$1,500	\$1,500	\$1,500	\$6,000
Other costs/yr 2 & 3-30,000 appraisal	\$12,700	\$12,700	\$12,700	\$12,700	\$50,800
Printing	\$500	\$500	\$500	\$500	\$2,000
Temporary help	\$3,750	\$3,750	\$3,750	\$3,750	\$15,000
**Consult/Acq cost (10% of acq cost) Trails	\$85,375	\$85,375	\$85,375	\$85,375	\$341,500
**Consulting/Acq cost (10% of acq cost)	\$359,576	\$359,576	\$359,576	\$359,576	\$1,438,302
<b>Total</b>	<b>\$463,762</b>	<b>\$463,762</b>	<b>\$463,762</b>	<b>\$463,762</b>	<b>\$1,855,050</b>

STABILIZATION

Office Supplies	\$19	\$19	\$19	\$19	\$75
Computer Software	\$51	\$51	\$51	\$51	\$203
Postage	\$125	\$125	\$125	\$125	\$500
Parks	\$12,543	\$12,543	\$12,543	\$12,543	\$50,172
\$83.00 per acre purchased	\$24,796	\$24,796	\$24,796	\$24,796	\$99,185
Temporary help	\$0	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$37,534</b>	<b>\$37,534</b>	<b>\$37,534</b>	<b>\$37,534</b>	<b>\$150,135</b>

LOCAL SHARE

Office Supplies	\$38	\$38	\$38	\$38	\$150
Computer Software	\$50	\$50	\$50	\$50	\$200
Postage	\$125	\$125	\$125	\$125	\$500
Payments to Other Governments	\$2,556,915	\$2,556,915	\$2,556,915	\$2,556,915	\$10,227,660
<b>Total</b>	<b>\$2,557,128</b>	<b>\$2,557,128</b>	<b>\$2,557,128</b>	<b>\$2,557,128</b>	<b>\$10,228,510</b>

TOTAL MATERIAL AND SERVICES

	\$3,062,924	\$3,062,924	\$3,062,924	\$3,062,924	\$12,251,694
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\* Includes Meeting facilitators, planners and landscape architects

\*\* Includes private negotiators, appraisers, surveys and environmental assessments

Land Information

	Year One	Year Two	Year Three
60% of 14 Reg Target Area	1,200	1,195	1,195

Open Spaces Work Plan

**CAPITAL OUTLAY**

ADMINISTRATION

Set up Capital (Workstations Computers)	\$0	\$0	\$0	\$0	\$0
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Total	\$0	\$0	\$0	\$0	\$0
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REFINEMENT

Set up Capital (Workstations Computers)	\$0	\$0	\$0	\$0	\$0
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GIS SETUP	\$0	\$0	\$0	\$0	\$0
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Total	\$0	\$0	\$0	\$0	\$0
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ACQUISITION

Set up Capital (Workstations Computers)	\$0	\$0	\$0	\$0	\$0
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Trails Purchased	\$853,749	\$853,749	\$853,749	\$853,749	\$3,414,996
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Trails Construction	\$200,000	\$200,000	\$200,000	\$200,000	\$800,000
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Land Purchased	\$3,595,755	\$3,595,755	\$3,595,755	\$3,595,755	\$14,383,020
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Total	\$4,649,504	\$4,649,504	\$4,649,504	\$4,649,504	\$18,598,016
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STABILIZATION

Set up Capital (Workstations Computers)	\$0	\$0	\$0	\$0	\$0
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Total	\$0	\$0	\$0	\$0	\$0
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LOCAL SHARE

Set up Capital (Workstations Computers)	\$0	\$0	\$0	\$0	\$0
---	-----	-----	-----	-----	-----

Total	\$0	\$0	\$0	\$0	\$0
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TOTAL CAPITAL

	\$4,649,504	\$4,649,504	\$4,649,504	\$4,649,504	\$18,598,016
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**INTERFUND TRANSFERS**

Trans Indirect Costs to Support Services Fund	\$234,000
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Trans Indirect Costs to Building Mgmt Fund	\$15,600
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Trans Indirect Costs to Risk Mgmt Fund	\$11,440
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Trans Direct Costs to Support Services	\$268,148
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Trans Direct Costs to Reg Parks & Expo Fund	\$66,697
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Total Transfers	\$595,885
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**CONTINGENCY & UNAPP. BALANCE**

Contingency	\$40,000,000
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Unappropriated Balance	\$41,613,146
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TOTAL REQUIREMENTS	\$113,786,222
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Open Spaces Work Plan

YEAR TWO TOTALS

	FTE	1ST QTR	FTE	2ND QTR	FTE	FTE	3RD QTR	FTE	4TH QTR	FTE	Year 2
<b>Administration</b>											
Personal Services	5.00	\$66,901	4.33	\$56,983	4.00	4.00	\$52,026	4.00	\$52,026	4.33	\$227,936
Materials & Services		4,500		4,500			4,500		4,500		18,000
Capital Outlay		0		0			0		0		0
<b>Total</b>	<b>5.00</b>	<b>71,401</b>	<b>4.33</b>	<b>61,483</b>	<b>4.00</b>	<b>4.00</b>	<b>56,526</b>	<b>4.00</b>	<b>56,526</b>	<b>4.33</b>	<b>245,936</b>
<b>Acquisition</b>											
Personal Services	5.75	103,503	5.75	103,503	5.75	5.75	103,503	5.75	103,503	5.75	414,010
Materials & Services		463,762		463,762			463,762		463,762		1,855,050
Capital Outlay		4,649,504		4,649,504			4,649,504		4,649,504		18,598,016
<b>Total</b>	<b>5.75</b>	<b>5,216,769</b>	<b>5.75</b>	<b>5,216,769</b>	<b>5.75</b>	<b>5.75</b>	<b>5,216,769</b>	<b>5.75</b>	<b>5,216,769</b>	<b>5.75</b>	<b>20,867,076</b>
<b>Stabilization</b>											
Personal Services	0.50	8,781	0.50	8,781	0.50	0.50	8,781	0.50	8,781	0.50	35,125
Materials & Services		37,534		37,534			37,534		37,534		150,135
Capital Outlay		0		0			0		0		0
<b>Total</b>	<b>0.50</b>	<b>46,315</b>	<b>0.50</b>	<b>46,315</b>	<b>0.50</b>	<b>0.50</b>	<b>46,315</b>	<b>0.50</b>	<b>46,315</b>	<b>0.50</b>	<b>185,260</b>
<b>Local Share</b>											
Personal Services	1.00	12,602	1.00	12,602	1.00	1.00	12,602	1.00	12,602	1.00	50,409
Materials & Services		2,557,128		2,557,128			2,557,128		2,557,128		10,228,510
Capital Outlay		0		0			0		0		0
<b>Total</b>	<b>1.00</b>	<b>2,569,730</b>	<b>1.00</b>	<b>2,569,730</b>	<b>1.00</b>	<b>1.00</b>	<b>2,569,730</b>	<b>1.00</b>	<b>2,569,730</b>	<b>1.00</b>	<b>10,278,919</b>
<b>Year 2 Totals</b>											
Personal Services	12.25	\$191,787	11.58	\$181,870	11.25	11.25	\$176,912	11.25	\$176,912	11.58	\$727,481
Materials & Services	0.00	\$3,062,924	0.00	\$3,062,924	0.00	0.00	\$3,062,924	0.00	\$3,062,924	0.00	\$12,251,694
Capital Outlay	0.00	\$4,649,504	0.00	\$4,649,504	0.00	0.00	\$4,649,504	0.00	\$4,649,504	0.00	\$18,598,016
<b>Total</b>	<b>12.25</b>	<b>\$7,904,215</b>	<b>11.58</b>	<b>\$7,894,297</b>	<b>11.25</b>	<b>11.25</b>	<b>\$7,889,340</b>	<b>11.25</b>	<b>\$7,889,340</b>	<b>11.58</b>	<b>\$31,577,191</b>

Land Information

	Year One	Year Two	Year Three
60% of 14 Reg Target Area	1.200	1.195	1.195

Open Spaces Work Plan  
FY 1997/98

**RESOURCES**

Beginning Fund Balance	\$81,613,146
Interest Earnings	\$3,264,526
Gen Obligation Bond Proceeds	\$0
<b>TOTAL RESOURCES</b>	<b>\$84,877,672</b>

**PERSONAL SERVICES**

Working Title	FTE	1ST QTR	FTE	2ND QTR	FTE	FTE	3RD QTR	FTE	4TH QTR	FTE	Year 3
<b>ADMINISTRATION</b>											
Open Spaces Program Manager	1.00	\$16,792	1.00	\$16,792	1.00	1.00	\$16,792	1.00	\$16,792	1.00	\$67,167
Open Spaces Bus Manager	1.00	\$11,993	1.00	\$11,993	1.00	1.00	\$11,993	1.00	\$11,993	1.00	\$47,970
Reception	1.00	\$6,612	1.00	\$6,612	1.00	1.00	\$6,612	1.00	\$6,612	1.00	\$26,446
Office Support	1.00	\$6,548	1.00	\$6,548	1.00	1.00	\$6,548	1.00	\$6,548	1.00	\$26,191
Subtotal		\$41,944		\$41,944			\$41,944		\$41,944		\$167,774
Fringe		\$12,164		\$12,164			\$12,164		\$12,164		\$48,654
<b>Total Admin Personal Services</b>	<b>4.00</b>	<b>\$54,107</b>	<b>4.00</b>	<b>\$54,107</b>	<b>4.00</b>	<b>4.00</b>	<b>\$54,107</b>	<b>4.00</b>	<b>\$54,107</b>	<b>4.00</b>	<b>\$216,428</b>
<b>ACQUISITION</b>											
GIS	0.25	\$3,118	0.25	\$3,118	0.25	0.25	\$3,118	0.25	\$3,118	0.25	\$12,472
Senior Real Estate Negotiator	1.00	\$15,916	1.00	\$15,916	1.00	1.00	\$15,916	1.00	\$15,916	1.00	\$63,664
Target Area Specialist (6 Trails)	1.00	\$14,437	1.00	\$14,437	1.00	1.00	\$14,437	1.00	\$14,437	1.00	\$57,747
Target Area Specialist (4 33 area)	1.00	\$14,298	1.00	\$14,298	1.00	1.00	\$14,298	1.00	\$14,298	1.00	\$57,192
Target Area Specialist (4 33 area)	1.00	\$14,298	1.00	\$14,298	1.00	1.00	\$14,298	1.00	\$14,298	1.00	\$57,192
Target Area Specialist (4 33 area)	1.00	\$14,298	1.00	\$14,298	1.00	1.00	\$14,298	1.00	\$14,298	1.00	\$57,192
Biologist/Stabilization Specialist	0.50	\$7,080	0.50	\$7,080	0.50	0.50	\$7,080	0.50	\$7,080	0.50	\$28,318
Subtotal		\$83,444		\$83,444			\$83,444		\$83,444		\$333,777
Fringe		\$24,199		\$24,199			\$24,199		\$24,199		\$96,795
<b>Total Acquisition Pers Svcs</b>	<b>5.75</b>	<b>\$107,643</b>	<b>5.75</b>	<b>\$107,643</b>	<b>5.75</b>	<b>5.75</b>	<b>\$107,643</b>	<b>5.75</b>	<b>\$107,643</b>	<b>5.75</b>	<b>\$430,572</b>
<b>TABILIZATION</b>											
Biologist/Stabilization Specialist	0.50	\$7,080	0.50	\$7,080	0.50	0.50	\$7,080	0.50	\$7,080	0.50	\$28,318
Subtotal		\$7,080		\$7,080			\$7,080		\$7,080		\$28,318
Fringe		\$2,053		\$2,053			\$2,053		\$2,053		\$8,212
<b>Total Stabilization Pers Svcs</b>	<b>0.50</b>	<b>\$9,133</b>	<b>0.50</b>	<b>\$9,133</b>	<b>0.50</b>	<b>0.50</b>	<b>\$9,133</b>	<b>0.50</b>	<b>\$9,133</b>	<b>0.50</b>	<b>\$36,530</b>
<b>LOCAL SHARE</b>											
Local Share Specialist	1.00	\$10,160	1.00	\$10,160	1.00	1.00	\$10,160	1.00	\$10,160	1.00	\$40,640
Subtotal		\$10,160		\$10,160			\$10,160		\$10,160		\$40,640
Fringe		\$2,946		\$2,946			\$2,946		\$2,946		\$11,786
<b>Total Local Share Pers Svcs</b>	<b>1.00</b>	<b>\$13,106</b>	<b>1.00</b>	<b>\$13,106</b>	<b>1.00</b>	<b>1.00</b>	<b>\$13,106</b>	<b>1.00</b>	<b>\$13,106</b>	<b>1.00</b>	<b>\$52,426</b>
<b>TOTAL PERSONAL SERVICES</b>	<b>11.25</b>	<b>\$183,989</b>	<b>11.25</b>	<b>\$183,989</b>	<b>11.25</b>	<b>11.25</b>	<b>\$183,989</b>	<b>11.25</b>	<b>\$183,989</b>	<b>11.25</b>	<b>\$735,957</b>

**Open Spaces Work Plan  
MATERIALS AND SERVICES**

**ADMINISTRATION**

Office Supplies	\$150	\$150	\$150	\$150	
Computer Software	\$100	\$100	\$100	\$100	\$600
Postage	\$500	\$500	\$500	\$500	\$400
Bond Issuance Costs					\$2,000
Temporary help	\$3,750	\$3,750	\$3,750	\$3,750	\$0
<b>Total</b>	<b>\$4,500</b>	<b>\$4,500</b>	<b>\$4,500</b>	<b>\$4,500</b>	<b>\$15,000</b>

**ACQUISITION**

Office Supplies	\$262	\$262	\$262	\$262	\$1,048
Computer Software	\$100	\$100	\$100	\$100	\$400
Postage	\$1,500	\$1,500	\$1,500	\$1,500	\$6,000
Other costs/yr 2 & 3 30,000 appraisal	\$12,908	\$12,908	\$12,908	\$12,908	\$51,632
Printing	\$500	\$500	\$500	\$500	\$2,000
Temporary help	\$3,750	\$3,750	\$3,750	\$3,750	\$15,000
**Consult/Acq cst (10% of acq cost) Trails	\$85,375	\$85,375	\$85,375	\$85,375	\$341,500
**Consulting/Acq. cost (10% of acq cost)	\$359,576	\$359,576	\$359,576	\$359,576	\$1,438,302
<b>Total</b>	<b>\$463,970</b>	<b>\$463,970</b>	<b>\$463,970</b>	<b>\$463,970</b>	<b>\$1,855,882</b>

**STABILIZATION**

Office Supplies	\$19	\$19	\$19	\$19	\$75
Computer Software	\$51	\$51	\$51	\$51	\$203
Postage	\$125	\$125	\$125	\$125	\$500
Parks	\$12,543	\$12,543	\$12,543	\$12,543	\$50,172
\$83.00 per acre purchased	\$24,796	\$24,796	\$24,796	\$24,796	\$99,185
Temporary help	\$0	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$37,534</b>	<b>\$37,534</b>	<b>\$37,534</b>	<b>\$37,534</b>	<b>\$150,135</b>

**LOCAL SHARE**

Office Supplies	\$38	\$38	\$38	\$38	\$150
Computer Software	\$50	\$50	\$50	\$50	\$200
Postage	\$125	\$125	\$125	\$125	\$500
Payments to Other Governments	\$946,563	\$946,563	\$946,563	\$946,563	\$3,786,252
<b>Total</b>	<b>\$946,776</b>	<b>\$946,776</b>	<b>\$946,776</b>	<b>\$946,776</b>	<b>\$3,787,102</b>
<b>TOTAL MATERIAL AND SERVICES</b>	<b>\$1,452,780</b>	<b>\$1,452,780</b>	<b>\$1,452,780</b>	<b>\$1,452,780</b>	<b>\$5,811,118</b>

\* Includes Meeting facilitators, planners and landscape architects

\*\* Includes private negotiators, appraisers, surveys and environmental assessments

**Land Information**

	Year One	Year Two	Year Three
60% of 14 Reg Target Area	1,200	1,195	1,195

Open Spaces Work Plan  
**CAPITAL OUTLAY**

ADMINISTRATION

Set up Capital (Workstations Computers)	\$0	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

ACQUISITION

Set up Capital (Workstations Computers)	\$2,040	\$2,040	\$2,040	\$2,040	\$8,160
Trails Purchased	\$853,749	\$853,749	\$853,749	\$853,749	\$3,414,996
Trails Construction	\$200,000	\$200,000	\$200,000	\$200,000	\$800,000
Land Purchased	\$3,595,755	\$3,595,755	\$3,595,755	\$3,595,755	\$14,383,020
<b>Total</b>	<b>\$4,651,544</b>	<b>\$4,651,544</b>	<b>\$4,651,544</b>	<b>\$4,651,544</b>	<b>\$18,606,176</b>

STABILIZATION

Set up Capital (Workstations Computers)	\$0	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

LOCAL SHARE

Set up Capital (Workstations Computers)	\$0	\$0	\$0	\$0	\$0
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<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>TOTAL CAPITAL</b>	<b>\$4,651,544</b>	<b>\$4,651,544</b>	<b>\$4,651,544</b>	<b>\$4,651,544</b>	<b>\$18,606,176</b>

**INTERFUND TRANSFERS**

Trans Indirect Costs to Support Services Fund	\$243,360
Trans Indirect Costs to Building Mgmt Fund	\$16,224
Trans Indirect Costs to Risk Mgmt Fund	\$11,898
Trans Direct Costs to Support Services	\$278,872
Trans Direct Costs to Reg Parks & Expo Fund	\$69,365
<b>Total Transfers</b>	<b>\$619,719</b>

**CONTINGENCY & UNAPP. BALANCE**

Contingency	\$40,000,000
Unappropriated Balance	\$19,104,702
<b>TOTAL REQUIREMENTS</b>	<b>\$84,877,672</b>

**Open Spaces Work Plan  
YEAR THREE TOTALS**

	FTE	1ST QTR	FTE	2ND QTR	FTE	FTE	3RD QTR	FTE	4TH QTR	FTE	Year 3
<b>Administration</b>											
Personal Services	4.00	\$54,107	4.00	\$54,107	4.00	4.00	\$54,107	4.00	\$54,107	4.00	\$216,428
Materials & Services		4,500		4,500			4,500		4,500		18,000
Capital Outlay		0		0			0		0		0
<b>Total</b>	<b>4.00</b>	<b>58,607</b>	<b>4.00</b>	<b>58,607</b>	<b>4.00</b>	<b>4.00</b>	<b>58,607</b>	<b>4.00</b>	<b>58,607</b>	<b>4.00</b>	<b>234,428</b>
<b>Acquisition</b>											
Personal Services	5.75	107,643	5.75	107,643	5.75	5.75	107,643	5.75	107,643	5.75	430,572
Materials & Services		463,970		463,970			463,970		463,970		1,855,882
Capital Outlay		4,651,544		4,651,544			4,651,544		4,651,544		18,606,176
<b>Total</b>	<b>5.75</b>	<b>5,223,157</b>	<b>5.75</b>	<b>5,223,157</b>	<b>5.75</b>	<b>5.75</b>	<b>5,223,157</b>	<b>5.75</b>	<b>5,223,157</b>	<b>5.75</b>	<b>20,892,630</b>
<b>Stabilization</b>											
Personal Services	0.50	9,133	0.50	9,133	0.50	0.50	9,133	0.50	9,133	0.50	36,530
Materials & Services		37,534		37,534			37,534		37,534		150,135
Capital Outlay		0		0			0		0		0
<b>Total</b>	<b>0.50</b>	<b>46,666</b>	<b>0.50</b>	<b>46,666</b>	<b>0.50</b>	<b>0.50</b>	<b>46,666</b>	<b>0.50</b>	<b>46,666</b>	<b>0.50</b>	<b>186,665</b>
<b>Local Share</b>											
Personal Services	1.00	13,106	1.00	13,106	1.00	1.00	13,106	1.00	13,106	1.00	52,426
Materials & Services		946,776		946,776			946,776		946,776		3,787,102
Capital Outlay		0		0			0		0		0
<b>Total</b>	<b>1.00</b>	<b>959,882</b>	<b>1.00</b>	<b>959,882</b>	<b>1.00</b>	<b>1.00</b>	<b>959,882</b>	<b>1.00</b>	<b>959,882</b>	<b>1.00</b>	<b>3,839,528</b>
<b>Year 3 Totals</b>											
Personal Services	11.25	\$183,989	11.25	\$183,989	11.25	11.25	\$183,989	11.25	\$183,989	11.25	\$735,957
Materials & Services	0.00	\$1,452,780	0.00	\$1,452,780	0.00	0.00	\$1,452,780	0.00	\$1,452,780	0.00	\$5,811,118
Capital Outlay	0.00	\$4,651,544	0.00	\$4,651,544	0.00	0.00	\$4,651,544	0.00	\$4,651,544	0.00	\$18,606,176
<b>Total</b>	<b>11.25</b>	<b>\$6,288,313</b>	<b>11.25</b>	<b>\$6,288,313</b>	<b>11.25</b>	<b>11.25</b>	<b>\$6,288,313</b>	<b>11.25</b>	<b>\$6,288,313</b>	<b>11.25</b>	<b>\$25,153,251</b>

**Land Information**

	Year One	Year Two	Year Three
60% of 14 Reg Target Area	1,200	1,195	1,195



# Open Spaces Work Plan

## YEAR ONE TRANSFER TO SUPPORT SERVICES

Para/Legal	1.00	\$8,603	1.00	\$8,603	1.00	1.00	\$8,603	1.00	\$8,603	1.00	\$34,410
Para/Legal	0.00	\$0	1.00	\$8,603	1.00	1.00	\$8,603	1.00	\$8,603	0.75	\$25,808
Attorney	0.50	\$7,963	0.50	\$7,963	0.50	0.50	\$7,963	0.50	\$7,963	0.50	\$31,852
Attorney	0.00	\$0	0.00	\$0	0.75	0.75	\$11,945	0.75	\$11,945	0.38	\$23,889
Appraiser	0.00	\$0	0.00	\$0	1.00	1.00	\$13,347	1.00	\$13,347	0.50	\$26,694
Subtotal		\$16,566		\$25,168			\$50,460		\$50,460		\$142,653
Fringe		\$4,804		\$7,299			\$14,633		\$14,633		\$41,369
<b>TOTAL</b>	<b>1.50</b>	<b>\$21,369</b>	<b>2.50</b>	<b>\$32,467</b>	<b>4.25</b>	<b>\$65,093</b>	<b>4.25</b>	<b>\$65,093</b>	<b>3.13</b>	<b>\$184,022</b>	

## YEAR TWO TRANSFER TO SUPPORT SERVICE FUND

Para/Legal	1.00	\$8,947	1.00	\$8,947	1.00	1.00	\$8,947	1.00	\$8,947	1.00	\$35,787
Para/Legal	1.00	\$8,861	1.00	\$8,861	1.00	1.00	\$8,861	1.00	\$8,861	1.00	\$35,443
Attorney	1.25	\$20,545	1.25	\$20,545	1.25	1.25	\$20,545	1.25	\$20,545	1.25	\$82,179
Appraiser	1.00	\$13,615	1.00	\$13,615	1.00	1.00	\$13,615	1.00	\$13,615	1.00	\$54,458
Subtotal		\$51,967		\$51,967			\$51,967		\$51,967		\$207,867
Fringe		\$15,070		\$15,070			\$15,070		\$15,070		\$60,281
<b>TOTAL</b>	<b>4.25</b>	<b>\$67,037</b>	<b>4.25</b>	<b>\$67,037</b>	<b>4.25</b>	<b>\$67,037</b>	<b>4.25</b>	<b>\$67,037</b>	<b>4.25</b>	<b>\$268,148</b>	

## YEAR THREE TRANSFER TO SUPPORT SERVICE FUND

Para/Legal	1.00	\$9,305	1.00	\$9,305	1.00	1.00	\$9,305	1.00	\$9,305	1.00	\$37,218
Para/Legal	1.00	\$9,215	1.00	\$9,215	1.00	1.00	\$9,215	1.00	\$9,215	1.00	\$36,860
Attorney	1.25	\$21,367	1.25	\$21,367	1.25	1.25	\$21,367	1.25	\$21,367	1.25	\$85,466
Appraiser	1.00	\$14,159	1.00	\$14,159	1.00	1.00	\$14,159	1.00	\$14,159	1.00	\$56,636
Subtotal		\$54,045		\$54,045			\$54,045		\$54,045		\$216,180
Fringe		\$15,673		\$15,673			\$15,673		\$15,673		\$62,692
<b>TOTAL</b>	<b>4.25</b>	<b>\$69,718</b>	<b>4.25</b>	<b>\$69,718</b>	<b>4.25</b>	<b>\$69,718</b>	<b>4.25</b>	<b>\$69,718</b>	<b>4.25</b>	<b>\$278,872</b>	

## YEAR ONE LAND BANKING COSTS

### PERSONAL SERVICES

Land Banking	0.00	\$0	0.00	\$0	1.00	1.00	\$10,612	1.00	\$10,612	0.50	\$21,225
Subtotal		\$0		\$0			\$10,612		\$10,612		\$21,225
Fringe		\$0		\$0			\$3,078		\$3,078		\$6,155
Total Land Banking Personal Services	0.00	\$0	0.00	\$0	1.00	1.00	\$13,690	1.00	\$13,690	0.50	\$27,380

### MATERIALS & SERVICES

Trails Land Banking costs		\$2,500		\$2,500			\$2,500		\$2,500		\$10,000
Land: 50% of cu yr + 100% accum x \$83		\$12,450		\$12,450			\$12,450		\$12,450		\$49,800
<b>Total</b>		<b>\$14,950</b>		<b>\$14,950</b>			<b>\$14,950</b>		<b>\$14,950</b>		<b>\$59,800</b>

### TOTAL

<b>YEAR ONE</b>	<b>0.00</b>	<b>\$14,950</b>	<b>0.00</b>	<b>\$14,950</b>	<b>1.00</b>	<b>\$28,640</b>	<b>1.00</b>	<b>\$28,640</b>	<b>0.50</b>	<b>\$87,180</b>
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## YEAR TWO LAND BANKING COSTS

### PERSONAL SERVICES

Land Banking	1.00	\$10,825	1.00	\$10,825	1.00	1.00	\$10,825	1.00	\$10,825	1.00	\$43,298
Subtotal		\$10,825		\$10,825			\$10,825		\$10,825		\$43,298
Fringe		\$3,139		\$3,139			\$3,139		\$3,139		\$12,556
Total Land Banking	1.00	\$13,964	1.00	\$13,964	1.00	1.00	\$13,964	1.00	\$13,964	1.00	\$55,854

### MATERIALS & SERVICES

Trails Land Banking costs		\$5,000		\$5,000			\$5,000		\$5,000		\$20,000
Land: 50% of cu yr + 100% accum x \$83		\$37,298		\$37,298			\$37,298		\$37,298		\$149,193
<b>Total</b>		<b>\$42,298</b>		<b>\$42,298</b>			<b>\$42,298</b>		<b>\$42,298</b>		<b>\$169,193</b>

### TOTAL

<b>YEAR TWO</b>	<b>1.00</b>	<b>\$56,262</b>	<b>1.00</b>	<b>\$56,262</b>	<b>1.00</b>	<b>\$56,262</b>	<b>1.00</b>	<b>\$56,262</b>	<b>1.00</b>	<b>\$225,047</b>
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## YEAR THREE LAND BANKING COSTS

### PERSONAL SERVICES

Land Banking	1.00	\$11,258	1.00	\$11,258	1.00	1.00	\$11,258	1.00	\$11,258	1.00	\$45,030
Subtotal		\$11,258		\$11,258			\$11,258		\$11,258		\$45,030
Fringe		\$3,265		\$3,265			\$3,265		\$3,265		\$13,059
Total Land Banking	1.00	\$11,258	1.00	\$11,258	1.00	1.00	\$11,258	1.00	\$11,258	1.00	\$58,089

### MATERIALS & SERVICES

Trails Land Banking costs		\$10,000		\$10,000			\$10,000		\$10,000		\$40,000
Land: 50% of cu yr + 100% accum x \$83		\$58,692		\$58,692			\$58,692		\$58,692		\$234,768
<b>Total</b>		<b>\$68,692</b>		<b>\$68,692</b>			<b>\$68,692</b>		<b>\$68,692</b>		<b>\$274,768</b>

### TOTAL

<b>YEAR THREE</b>	<b>1.00</b>	<b>\$79,950</b>	<b>1.00</b>	<b>\$79,950</b>	<b>1.00</b>	<b>\$79,950</b>	<b>1.00</b>	<b>\$79,950</b>	<b>1.00</b>	<b>\$332,857</b>
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## OPEN SPACES WORK PLAN FINANCIAL PROJECTION ASSUMPTIONS

All figures are based on the best estimates and expected availability of willing sellers

1	All costs with the exception of land bank costs and local share costs will be capitalized. (Bond proceeds must be.)
2	Land bank costs will probably be budgeted in the Parks Fund but are displayed here to demonstrate full program. Resources assume a transfer from General Fund equal to the Land Bank costs.
3	Open Spaces Program Manager is projected at midrange Senior Manager beginning 10/1/95.
4	Senior Real Estate Negotiator is projected at Manager level, actual salary beginning 7/1/95.
5	Open Spaces Finance/Budget FTE is projected at Sr. Admin. Svcs Analyst actual salary and begins 9/1/95
6	Reception is projected at Program Assistant 2 and the current temporary staffs salary and begins 7/1/95
7	Office Support is budgeted at Receptions salary to begin 10/1/95. 3 year limited duration assumed
8	All Target Area Specialists (TA's), Real Estate Negotiators are limited duration 3 year positions and budgeted at top of range 18. Hire date for this projection for all TA's is 10/1/95 on three with trail's TA existing. All are assumed to be functioning in refinement until the fourth quarter of the first year then assumed to be only working on property acquisition.
9	GIS staff is existing Assoc. Regional Planner staff and projected at actual salary. 1 FTE is budgeted for the first year than reduced to .25 in subsequent two years.
10	Paralegal is projected at Assoc. Legal Planner, existing temporary employee salary level and begins 7/1/95, second paralegal is assumed to have the same salary level and begins October 1, 1995, budgeted in SS Fund
11	Attorneys are Sr Asst Counsel proj at 50 until 1/1/96 when an additional 75 FTE is employed Both budgeted in SS Fund
12	Appraiser is hired 1/1/96 for review of appraisals This range 18 position is budgeted at top of range This position is assumed to be a limited duration two and one half years and budgeted in SS Fund
13	Local Share is hired 10/1/95 at a Senior Planner, top of range limited duration position.
14	Land Bank .50 FTE hired 1/1/96 at Regional Park Supervisor (Senior Service Supervisor) level. This position is budgeted in Regional Parks and Expo Fund at mid range.
15	All staff increases are assumed to be 4% per year for Personal Services. Fringe rate was provided by Finance Dept. and expected to be 29%. All salaries are calculated annually & divided by quarters evenly.
16	First year projections include new computers and office set-ups for sixteen new employees. If existing equipment is available, all of these funds will not be expended
17	Projections assume, level land purchases throughout the three years.
18	Acquisition related costs are expected to be 10% of land purchase price incl cost of negotiators, appraisers, surveys and environmental assessments.
19	Additional funds have been budgeted for miscellaneous costs but not detailed. These include mileage reimbursement, meeting expenses, subscriptions, dues etc.
20	PR person is Range 18 Senior Public Affairs, budgeted at mid range. mileage reimbursement, meeting expenses, subscriptions, dues etc.

Overall constraints of these projections are as follows:

- The Refinement Process is to be completed on all 14 Regional Target Areas and all 6 Trails of both Tier I and Tier II
- Acquisition is to be pursued in all 14 Regional TAs and 6 Trails of both Tier I and Tier II
- Benchmark: 60% acquisition of the 14 Regional TA's and 60% of the 6 Trails.

## Personal Service Detail

Fund/Department/Working Title	Classification	Hire	Beg Sal	Term	Yr. 1	Yr. 2	Yr. 3	Yr. 1	Yr. 2	Yr. 3	
								Assumes 2088 work year			
<b>OPEN SPACES FUND</b>											
<b>ADMINISTRATION</b>											
Open Spaces Program Manager	Senior Manager	10/1/95	\$30.03	Prog	0.75	1,566	1.00	1.00	47,027	64,584	67,167
Budget/Finance	Sr. Admin. Services Analyst	9/1/95	\$21.38	Prog	0.83	1,740	1.00	1.00	37,198	46,125	47,970
Public Affairs Specialist	Senior Public Affairs Spec	11/1/95	\$22.09	1 yr.	0.67	1,392	0.33	0.00	30,749	15,375	0
Receptionist	Program Assistant 2	7/1/95	\$11.71	5 yr.	1.00	2,088	1.00	1.00	24,450	25,428	26,446
Office Support	Program Assistant 2	10/1/95	\$11.71	3 yr.	0.75	1,566	1.00	1.00	18,338	25,184	26,191
<b>REFINEMENT/ACQUISITION</b>											
Senior Real Estate Negotiator	Manger	7/1/95	\$28.19	Prog	1.00	2,088	1.00	1.00	58,861	61,215	63,664
Target Area Specialist	Sr. Regional Planner	10/1/95	\$25.57	3 yr.	0.75	1,566	1.00	1.00	40,043	54,992	57,192
Target Area Specialist	Sr. Regional Planner	10/1/95	\$25.57	3 yr.	0.75	1,566	1.00	1.00	40,043	54,992	57,192
Target Area Specialist	Sr. Regional Planner	10/1/95	\$25.57	3 yr.	0.75	1,566	1.00	1.00	40,043	54,992	57,192
Target Area Specialist/Trails	Sr. Regional Planner	7/1/95	\$25.57	3 yr.	1.00	2,088	1.00	1.00	53,390	55,526	57,747
GIS	Associate Regional Planner	7/1/95	\$22.09	3 yr.	1.00	2,088	0.25	0.25	46,124	11,992	12,472
Biologist/Stabilization	Sr. Regional Planner	7/1/95	\$25.57	Prog	0.50	1,044	1.00	1.00	26,695	54,458	56,636
<b>LOCAL SHARE</b>											
Local Share	Associate Regional Planner	10/1/95	\$18.17	3 yr.	0.75	1,566	1.00	1.00	28,454	39,077	40,640
<b>Total Open Space Fund</b>					<b>10.50</b>		<b>11.58</b>	<b>11.25</b>	<b>491,414</b>	<b>563,940</b>	<b>570,508</b>
<b>Support Service Fund (Trans From Open Space)</b>											
Attorney	Senior Assistant Counsel	7/1/95	\$30.51	Prog	0.50	1,044	0.50	0.50	31,852	32,489	33,789
Attorney	Senior Assistant Counsel	12/1/96	\$30.51	2.5 yr	0.38	783	0.75	0.75	23,889	49,690	51,677
Para Legal	Law Clerk	7/1/95	\$16.48	Prog	1.00	2,088	1.00	1.00	34,410	35,787	37,218
Para Legal	Law Clerk	10/1/95	\$16.48	3 yr.	0.75	1,566	1.00	1.00	25,808	35,443	36,860
Appraiser	Sr. Regional Planner	1/1/96	\$25.57	2.5 yr.	0.50	1,044	1.00	1.00	26,695	54,458	56,636
<b>Total Support Service Fund</b>					<b>3.13</b>		<b>4.25</b>	<b>4.25</b>	<b>142,655</b>	<b>207,866</b>	<b>216,181</b>
<b>General Fund/Parks &amp; Greenspaces</b>											
<b>LAND BANKING</b>											
Land Banking (Funded by Gen. Fund)	Sr. Service Supervisor	1/1/96	\$20.33	Prog	0.50	1,044	1.00	1.00	21,225	43,298	45,030
<b>Total General Fund/Parks &amp; Greenspaces</b>					<b>0.50</b>		<b>1.00</b>	<b>1.00</b>	<b>21,225</b>	<b>43,298</b>	<b>45,030</b>
<b>GRAND TOTAL FOR PROGRAM</b>					<b>14.13</b>		<b>16.83</b>	<b>16.50</b>	<b>655,294</b>	<b>815,104</b>	<b>831,719</b>

D.3.2

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING ) RESOLUTION NO. 95-\_\_\_\_  
THE EXECUTIVE OFFICER TO PURCHASE )  
PROPERTY WITH ACCEPTED ACQUISITION ) Introduced by Mike Burton  
GUIDELINES AS OUTLINED IN THE OPEN ) Executive Officer  
SPACE IMPLEMENTATION WORK PLAN )

WHEREAS, In July 1992, Metro completed the Metropolitan Greenspaces Master Plan which identified a desired system of natural areas interconnected with greenways and trails; and

WHEREAS, Acquisition of natural areas from willing sellers is a primary strategy for preservation of natural areas; and

WHEREAS, areas to be acquired by these procedures are designated as a Greenspace of regional significance in the Open Space, Parks and Streams Bond Measure; and

WHEREAS, at the election held on May 16, 1995, the electors of Metro approved Ballot Measure 26-26 which authorizes Metro to issue \$135.6 million in general obligation bonds to finance land acquisition and capital improvements pursuant to Metro's Open Spaces Program; and

WHEREAS, a pre-approved set of criteria or conditions under which the Executive Officer and his/her designees are authorized to negotiate and complete land acquisition transactions related to the implementation of Measure 26-26 are necessary, now therefore,

BE IT RESOLVED,

That the Metro Council authorizes the Executive Officer to acquire real property and property interests subject to the requirements of the *Acquisition Parameters* and *Due Diligence* guidelines of the Open Space Implementation Work Plan. A copy of the *Acquisition Parameters* and the *Due Diligence* guidelines are attached as "Attachment A" and are hereby incorporated by reference.

ADOPTED by Metro Council this \_\_\_\_\_ day of \_\_\_\_\_, 1995

\_\_\_\_\_  
J. Ruth Mc Farland, Presiding Officer

AGENDA ITEM 7.5  
Meeting Date: November 2, 1995

**Resolution No. 95-2221, For the Purpose of Authorizing Issuance of a Request for Proposals for Bond Counsel Services For the Period January 1, 1996 to December 31, 1998.**

**FINANCE COMMITTEE REPORT**

CONSIDERATION OF RESOLUTION NO. 95-2221, FOR THE PURPOSE OF AUTHORIZING ISSUANCE OF A REQUEST FOR PROPOSALS FOR BOND COUNSEL SERVICES FOR THE PERIOD JANUARY 1, 1996 TO DECEMBER 31, 1998

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Date: October 27, 1995

Presented by: Councilor McCaig

**Committee Recommendation:** At the October 26 meeting, the Committee voted 4-0 to recommend Council adoption of Resolution No. 95-2221. Voting in favor: Councilors McCaig, McFarland, McLain and Washington.

**Committee Issues/Discussion:** Dan Cooper, Metro General Counsel, presented the staff report and explained the purpose of the resolution. Cooper noted that Metro has historically retained outside bond counsel to advise the agency on issues related to the issuance and maintenance of various bonds issued by Metro. He noted that the existing contract for such services expires at the end of this year. The proposed resolution would authorize the issuance of an RFP to solicit proposals for a new multi-year contract that would expire in December, 1998.

Cooper noted that outside bond counsel assists with complex federal tax and bond issuance regulations related to all new bonds issued by Metro. An opinion from the bond counsel also is required prior to the issuance of such bonds. In addition, bond counsel responds to questions to insure that programatic or revenue changes do not violate the covenants of existing bonds.

## STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 95-2221, FOR  
THE PURPOSE OF AUTHORIZING ISSUANCE OF A  
REQUEST FOR PROPOSALS FOR BOND COUNSEL  
SERVICES FOR THE PERIOD JANUARY 1, 1996 TO  
DECEMBER 31, 1998

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September 21, 1995

Presented by  
Daniel B. Cooper

### FACTUAL BACKGROUND AND ANALYSIS

Metro's current contract with Stoel Rives for bond counsel services expires December 30, 1995. Resolution No. 95-2221 authorizes the issuance of a Request for Proposals for bond counsel services for an additional three-year period. Council approval is required pursuant to Metro Code section 2.04.033(a)(1). Metro Code section 2.08.070 requires that any outside counsel be selected by the General Counsel. The RFP that is attached is similar to previous formats that have been used by Metro in obtaining bond counsel services. In 1992, when the last competitive procurement was conducted for bond counsel services, four qualified firms applied. An interview panel consisting of representatives of the Office of General Counsel, Finance Department, and Council conducted interviews and selected the most favorable proposer. General Counsel recommends that a similar interview panel be utilized for this procurement and that a representative from the financial community be added to the panel. The resolution authorizes the execution of the contract with the most favorable proposer as recommended by the General Counsel.

**BUDGET IMPACT**

The bond counsel services being sought are in two categories. The majority of the dollar amount of services will be for bond counsel opinions and related services for the issuance of bonds through the contract period. Any issuance of bonds will depend on future decisions by the Council and may require voter approval in the case of General Obligation bonds currently being considered for Zoo exhibits or convention center expansion. Any issuance of revenue bonds would also require Council approval. At the time bond issues are approved budgetary impacts would be identified and resources allocated to cover the cost of bond counsel services.

In addition, bond counsel provides an ongoing service in assisting Metro maintain the tax-exempt status of its existing bonds. This relatively low level of advice is currently provided for in existing budget appropriations for the departments which have outstanding bond issues.

**EXECUTIVE OFFICER'S RECOMMENDATION**

The Executive Officer recommends approval of Resolution No. 95-2221.

gl  
1246



BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING ) RESOLUTION NO. 95-2221  
ISSUANCE OF A REQUEST FOR PROPOSALS )  
FOR BOND COUNSEL SERVICES FOR THE ) Introduced by Mike Burton,  
PERIOD JANUARY 1, 1996 TO ) Executive Officer  
DECEMBER 31, 1998 )

WHEREAS, From time to time Metro has the need to obtain specialized legal services for Bond Counsel; and

WHEREAS, The Request for Proposals and contract form attached hereto would provide a means for procuring such services for the period January 1, 1996 through December 31, 1998; and

WHEREAS, Council approval of this Request for Proposals, and any subsequent agreement for Bond Counsel Services, is required pursuant to Metro Code Section 2.04.033(a)1; now, therefore,

BE IT RESOLVED,

That the Metro Council authorizes issuance of the Request for Proposals for Bond Counsel Services for the period January 1, 1996 to December 31, 1998, in a form substantially similar to the attached Exhibit "A" and authorizes the Executive Officer to execute a contract with the most favorable proposer as recommended by the Metro General Counsel.

ADOPTED by the Metro Council this \_\_\_\_\_ day of \_\_\_\_\_, 1995.

\_\_\_\_\_  
J. Ruth McFarland, Presiding Officer

Approved as to Form:

\_\_\_\_\_  
Daniel B. Cooper, General Counsel  
gl1221

METRO

REQUEST FOR PROPOSALS

BOND COUNSEL SERVICES

**INTRODUCTION**

Metro is a regional government responsible for urban growth and transportation planning; the management of the Metro Washington Park Zoo; St. Johns Landfill, Metro South Station, Metro Central Station, Metro Composter Facility; Oregon Convention Center, Portland Center for the Performing Arts, and Civic Stadium.

Metro is soliciting written proposals for Bond Counsel Services to be utilized on an as needed basis for future financings. Possible future financings include contemplated measures for expansion of the Metro Washington Park Zoo, expansion of the Oregon Convention Center, or other projects. It is also possible that no financings may occur. Bond Counsel may need to be consulted regarding the continued compliance with covenants on outstanding bonds in order to maintain the tax-exempt status of these bonds.

**PROPOSAL INFORMATION**

Proposals will be received at the business office of Metro, Office of General Counsel, 600 N.E. Grand Avenue, Portland, OR 97232-2736, to the attention of Daniel B. Cooper, General Counsel, until 5:00 p.m. PDT, \_\_\_\_\_, 1995. Proposals submitted prior to that date should be delivered to the Office of General Counsel marked "Proposal - Bond Counsel Services."

The contract period will be from approximately January 1, 1996 through December 31, 1998.

Each proposal must be submitted in a form as described in this proposal document.

The FY 1995-96 Metro budget does not contain an appropriation for this contract but the Department of Administrative Services has estimated \$100,000 is the maximum amount for expenditure during the life of the contract. As individual financings are identified and authorized a specific dollar amount will be agreed to as the Project Budget for Bond Counsel Services.

**SCOPE OF WORK**

Provide necessary Bond Counsel Services including advice regarding structure and preparation of necessary Bond ordinances and documents, publication of required legal notices and furnishing of all required legal opinions regarding the validity and tax exempt

status of the issuance of bonds or other financial obligations on an "as needed" basis for future financings of Metro during the three-year period.

**MINIMUM REQUIREMENTS**

Proposers must meet the following minimum requirements in order to be considered a Proposer:

1. Be licensed to practice law in the state of Oregon; and
2. Be an attorney or firm of attorneys of recognized national standing in the field of law relating to municipal bonds.

**EVALUATION CRITERIA**

- |    |   |            |
|----|---|------------|
| 1. | Experience with municipal bond issues and similar bond matters  | 20 points  |
| 2. | Experience, training, and qualifications of attorney(s)   | 15 points  |
| 3. | References and reputation in financial community  | 15 points  |
| 4. | Cost for services   | 10 points  |
| 5. | Location and ease of access (physical and electronic) to Metro staff  | 10 points  |
| 6. | Knowledge of and experience with regional governments   | 10 points  |
| 7. | Evidence of creative and innovative approaches to public finance  | 10 points  |
| 8. | Knowledge and understanding of key public financial issues facing governments in the Portland metropolitan area | 10 points  |
|    | <b>Total Possible Points</b>  | <b>100</b> |

**PROPOSAL INSTRUCTIONS**

1. Deadline and Submission of Proposals

Three copies of the Proposal shall be furnished to Metro addressed to:

Daniel B. Cooper, General Counsel  
Office of General Counsel  
Metro  
600 N.E. Grand Avenue  
Portland, OR 97232-2736

and clearly marked "Proposal - Bond Counsel Services." Proposals will not be considered if received after 5:00 p.m. PDT, \_\_\_\_\_, 1995. Postmarks are not acceptable.

2. Basis for Proposals

This Request for Proposals represents the most definitive statement Metro will make concerning the information upon which Proposals are to be based. Any verbal information which is not addressed in this Request for Proposals will not be considered by Metro in evaluating the Proposal. All questions relating to the Request for Proposals should be addressed to Daniel B. Cooper, General Counsel. Any questions, which in the opinion of Metro, warrant a written reply or Request for Proposals amendment will be furnished to all parties receiving this Request for Proposals.

3. General Proposal and Contract Conditions

Limitation and Award -- This Request for Proposals does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of Proposals in anticipation of a contract. Metro reserves the right to accept or reject any or all Proposals received as the result of this request, to negotiate with all qualified sources, or to cancel all or part of this Request for Proposals.

4. Contract Type

Metro intends to award a Personal Services Agreement with the selected firm for this project. A copy of the standard agreement form which the successful consultant will be required to execute is attached.

5. Validity Period and Authority

The Proposal shall be considered valid for a period of at least 90 days and shall contain a statement to that effect. The Proposal shall contain the name, title, address and telephone number of an individual or individuals with authority to bind any firm contracted during the period in which Metro is evaluating the Proposal.

**TERMS OF AGREEMENT**

The initial term of this contract shall be from approximately January 1, 1996 through and including December 31, 1998, or completion in process.

## **PROPOSAL CONTENT**

All Proposals must be submitted in the format described below. Submissions which do not address all questions posed or are otherwise incomplete will be deemed nonresponsive and not considered as part of this competitive process.

### **General Information:**

1. Provide name, address of provider, date established, and brief description of attorney or firm's background.
2. State the number of personnel in your firm assigned to this contract or who will contribute to this contract, and their general duties.
3. Describe the experience and professional credentials of the staff who would be assigned to perform the work for Metro. Resumes of individuals proposed for this contract may be attached.
4. Provide a copy of your firm's Affirmative Action Plan.
5. Give a brief written explanation of your understanding of the effort needed to complete the Scope of Work, and why you should be considered to be the most qualified proposer. Responses should be organized in a fashion that addresses each of the evaluation criteria specified herein. Please address ability to communicate with Metro staff through E-Mail and file transfer mechanisms.
6. Describe your proposed fee structure and arrangements including hourly billing rates for attorneys and other staff as applicable, and other proposed alternative fee structures if any are to be considered.

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**Attachment - Personal Services Agreement**

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

## PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, located at 600 N.E. Grand Avenue, Portland, OR 97232-2736, and \_\_\_\_\_, referred to herein as "Contractor," located at \_\_\_\_\_.

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

1. **Duration.** This personal services agreement shall be effective \_\_\_\_\_ and shall remain in effect until and including \_\_\_\_\_, unless terminated or extended as provided in this Agreement.
2. **Scope of Work.** Contractor shall provide all services and materials specified in the attached "Exhibit A -- Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.
3. **Payment.** Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for maximum a sum not to exceed \_\_\_\_\_ AND \_\_\_\_\_/100THS DOLLARS (\$\_\_\_\_\_).
4. **Insurance.**
  - a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
    - (1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability. The policy must be endorsed with contractual liability coverage; and
    - (2) Automobile bodily injury and property damage liability insurance.
  - b. Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.
  - c. Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.

d. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.

e. If required by the Scope of Work, Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in the minimum amount of \$500,000. Contractor shall provide to Metro a certificate of this insurance, and 30 days' advance notice of material change or cancellation.

5. Indemnification. Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.

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

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

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

9. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the

Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

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

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

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

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

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

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

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

_____	METRO
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

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AGENDA ITEM 7.6  
Meeting Date: November 2, 1995

**Resolution No. 95-2229, For the Purpose of Authorizing Issuance of a Request for  
Proposals for Financial Advisory Services for the Period January 1, 1996, to  
December 31, 1998**

## FINANCE COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 95-2229, FOR THE PURPOSE OF AUTHORIZING ISSUANCE OF A REQUEST FOR PROPOSALS FOR FINANCIAL ADVISORY SERVICES FOR THE PERIOD JANUARY 1, 1996 TO DECEMBER 31, 1998

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Date: October 27, 1995

Presented by: Councilor McLain

**Committee Recommendation:** At the October 26 meeting, the Committee voted 5-0 to recommend Council adoption of Resolution No. 95-2229. Voting in favor: Councilors McCaig, McFarland, McLain, Monroe, and Washington.

**Committee Issues/Discussion:** Jennifer Sims, Chief Financial Officer, presented the staff report and explained the purpose of the resolution. She noted that Metro periodically required the assistance of an outside firm to address complex financial and tax matters. Historically, Metro has procured these for a period of time through a competitive bidding process. Sims explained that the purpose of the resolution was to authorize the release of an RFP for financial services for the period January 1, 1996 through December 31, 1998.

Sims indicated that there are two general types of financial advising services that Metro needs. First, are general advisory needs such as expertise in the development of bond sales or refinancings and questions related to debt and interest rate structuring. Second, Metro periodically requires assistance in dealing with bond interest arbitrage. In the past, Metro has procured both of these types of services in a single contract. However, since the current contractor was actually subcontracting out the arbitrage work to another firm, staff determined that it would procure general financial advisory services and arbitrage services separately (see Resolution No. 95-2230).

Sims noted that the current contract was for \$280,000, which included several one time expenditures including the open spaces bond measure, the work of the tax study commission, and various bond refinancings. She indicated that it is difficult to predict to actual cost of the proposed contract because the number of bond measures, refinancings and other technical assistance needs are difficult to forecast over the three-year term of the contract.

## STAFF REPORT

CONSIDERATION OF RESOLUTION 95-2229 AUTHORIZING DISTRIBUTION OF AN RFP FOR FINANCIAL ADVISORY SERVICES AND AUTHORIZING THE EXECUTIVE OFFICER TO SIGN A CONTRACT WITH THE SUCCESSFUL PROPOSER FOR A THREE-YEAR PERIOD BEGINNING JANUARY 1, 1996.

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Date: October 13, 1995

Presented by: Jennifer Sims,  
Chief Financial Officer

## BACKGROUND

Metro uses an independent financial advisor for a variety of expert advice and assistance relating to debt issuance, debt management, developing financing and funding strategies, and financial planning advice. The scope of work for this engagement includes:

### A. Bond Debt Administration and Support

1. Provide services related to bond sales, such as assistance in preparation of preliminary and final official statements, scheduling and structuring sales/instruments, contact with rating agencies.
2. Identify options for debt issuance (Budget Anticipation Notes, Tax Anticipation Notes, etc.) and alternative financing strategies.
3. Make presentations to the Metro Council, Council committees, Bond Counsel, and/or staff as needed.
4. Advise Metro as needed in post-sale administration of debt proceeds.
5. Monitor outstanding debt for refunding and restructuring opportunities to reduce debt services and improve project management.
6. Recommend agency-wide debt management and capital planning policies.

### B. Metropolitan Exposition-Recreation Commission

1. Advise Metro and the Commission regarding alternative financing strategies for capital improvements in facilities operated by the Commission (Oregon Convention Center, Civic Stadium, the Portland Center for the Performing Arts, and the Expo Center).
2. Advise Metro and the Commission on future financing plans for on-going operations of its facilities. Possible new debt issues include: Oregon Convention Center expansion, refurbishment/expansion of the Expo Center, and capital improvements at the Portland Center for the Performing Arts.

### C. Metro Washington Park Zoo

1. Negotiation of Phase II of a loan agreement with the Oregon Economic Development Department for the reconfiguration of the Washington Park Parking Lot.
2. Possible debt issuance for a new Zoo Exhibit and/or entrance plaza.
3. Analysis of long-range funding options for Zoo operations

D. Regional Environmental Management

1. Analysis of rate structure for solid waste tip fees.
2. Study of the financial implications of department's major contracts.
3. Financial forecasts of transfer station contracts.

E. General Government Financial Advice

1. On request, assist Metro with its investment policies.
2. Assist Metro in the coordination, preparation and update of long range financial and capital improvements plans. Assist in establishing and monitoring financial indicators and in reviewing and updating agency financial policies.
3. Assist Metro in researching and analyzing various ongoing funding and financing alternatives. Provide assistance with identifying, researching and implementing new funding sources under Metro's home rule charter.
4. Assist Metro on certain other matters which may come to Metro's attention which would require the expertise of a financial consultant.

F. Additional Projects

It is expected that financial advice will be required on some of the following projects and potential projects.

1. Regional Transportation and Growth Management Planning Funding
2. Open Spaces Operations Funding

A three year contract is required to provide continuity over time and to maintain consistency within multi-year projects. The term of this contract will begin January 1, 1996, and end December 31, 1998.

The three-year contract with the current financial advisor is for \$280,000. This amount is paid from the budgets of departments requiring services, and the issuance costs of new debt issues.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 95-2229.

CP:rs

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BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING ) RESOLUTION NO. 95-2229  
ISSUANCE OF A REQUEST FOR )  
PROPOSALS FOR FINANCIAL ) Introduced by Mike Burton,  
ADVISORY SERVICES FOR THE ) Executive Officer  
PERIOD JANUARY 1, 1996, TO )  
DECEMBER 31, 1998 )

WHEREAS, From time to time Metro has the need to obtain financial advisory services; and

WHEREAS, The Request for Proposals and contract form attached hereto would provide a means for procuring such services for the period January 1, 1996, through December 31, 1998; and

WHEREAS, Council approval of this Request for Proposals and any subsequent agreement for financial advisory services is required pursuant to Metro Code Section 2.04.033(a)1; now, therefore,

BE IT RESOLVED,

That the Metro Council authorizes issuance of the Request for Proposals for financial advisory services for the period January 1, 1996, to December 31, 1998, in a form substantially similar to the attached Exhibit "A" and authorizes the Executive Officer to execute a contract with the most favorable proposer.

ADOPTED by the Metro Council this \_\_\_\_ day of \_\_\_\_\_, 1995.

\_\_\_\_\_  
J. Ruth McFarland, Presiding Officer

Approved as to Form:

\_\_\_\_\_  
Daniel B. Cooper, General Counsel

CP:rs

October 11, 1995

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**REQUEST FOR PROPOSALS  
METRO  
FINANCIAL ADVISORY SERVICES**

**I. INTRODUCTION**

Metro is requesting proposals from qualified firms to perform financial advisory services for a period of three (3) years starting January 1, 1996. Details concerning this request and Metro's requirements are contained in this Request for Proposals.

**II. BACKGROUND**

Metro, the nation's only elected regional government, is responsible for a broad range of services. According to Metro's Charter, approved by voters in 1992, Metro has primary responsibility for regional land-use and transportation planning, and is further empowered to address any other issue of "metropolitan concern."

Metro provides regional land use, growth management, and environmental planning, as well as regional transportation planning throughout the metro area. Currently Metro owns and operates the Metro Washington Park Zoo and the Oregon Convention Center. Metro also operates the Civic Stadium and the Portland Center for the Performing Arts. Metro is responsible for disposal of the region's solid waste. Metro also operates regional parks, marine facilities, a public golf course, and pioneer cemeteries located within Multnomah County. A more detailed description of Metro services may be found in Attachment A to the Request for Proposal.

Financial Structure

Metro evolved out of a special district structure, and as functions were added, they brought with them dedicated revenue sources. Accordingly, most of Metro's operations are funded by fees and charges for service. Metro has a relatively modest General Fund that is used to support general government functions and provide transfers to departments for non-self-supporting activities.

In the FY 1995-96 approved budget, Metro projects \$128,067,331 in operating resources (excluding fund balances, bond proceeds, debt service and interfund transfers). Of this amount, \$84,871,644 or 66 percent comes from enterprise revenues. The balance of Metro's operating resources in FY 1995-96 come from grants (15 percent), property taxes (5 percent), excise taxes (5 percent), intergovernmental transfers (5 percent), and all other sources (4 percent).

### Debt

Metro has a relatively low level of outstanding debt; eight debt issues and one loan backed by State bonds are outstanding.

Four series of Metro general obligations bonds outstanding are:

- General Obligation Refunding Bonds (Convention Center), 1992 Series A
- General Obligation Bonds (Open Spaces)
  - Series A
  - Series B
  - Series C

There are two issues of Metro solid waste revenue bonds outstanding. The original series was issued in 1990 and was partially refunded by a second series in 1993. These two issues are repaid from solid waste revenues.

The Metro Regional Center General Revenue Refunding bonds were issued in 1993 to refund bonds issued to build the Metro Headquarters Building. These bonds are backed by a pledge of Metro's general revenue authority and are repaid from assessments against all departments occupying the Metro Regional Center.

Compost Project Revenue Bonds were issued for Riedel Oregon Compost Company, Inc., to pay a portion of the cost of the North Portland compost facility. Debt service is paid by Riedel's successor firm.

A loan from the Oregon Economic Development Department, Special Public Works Fund (SPWF), was made to finance Metro's contribution to Tri-Met's Westside Light Rail project. A second loan will be made to finance reconstruction of the Washington Park parking lot to accommodate a light rail station and to install paid parking.

### **III. SCOPE OF WORK**

All work of the financial advisor will be coordinated through the Financial Planning Manager. Principal contacts will include the Chief Financial Officer and key staff personnel of the operating department for which a project is being performed.

The selected financial advisor will be required to perform the following:

A. Bond Debt Administration and Support

1. Provide services related to bond sales, such as assistance in preparation of preliminary and final official statements, scheduling and structuring sales/instruments, contact with rating agencies.
2. Identify options for debt issuance (Budget Anticipation Notes, Tax Anticipation Notes, etc.) and alternative financing strategies.
3. Make presentations to the Metro Council, Council committees, Bond Counsel, and/or staff as needed.
4. Advise Metro as needed in post-sale administration of debt proceeds.
5. Monitor outstanding debt for refunding and restructuring opportunities to reduce debt services and improve project management.
6. Recommend agency-wide debt management and capital planning policies.

B. Metropolitan Exposition-Recreation Commission

1. Advise Metro and the Commission regarding alternative financing strategies for capital improvements in facilities operated by the Commission (Oregon Convention Center, Civic Stadium, the Portland Center for the Performing Arts, and the Expo Center).
2. Advise Metro and the Commission on future financing plans for on-going operations of its facilities. Possible new debt issues include: Oregon Convention Center expansion, refurbishment/expansion of the Expo Center, and capital improvements at the Portland Center for the Performing Arts.

C. Metro Washington Park Zoo

1. Negotiation of Phase II of a loan agreement with the Oregon Economic Development Department for the reconfiguration of the Washington Park Parking Lot.
2. Possible debt issuance for a new Zoo Exhibit and/or entrance plaza.
3. Analysis of long-range funding options for Zoo operations



**D. Regional Environmental Management**

1. Analysis of rate structure for solid waste tip fees.
2. Study of the financial implications of department's major contracts.
3. Financial forecasts of transfer station contracts.

**E. General Government Financial Advice**

1. On request, assist Metro with its investment policies.
2. Assist Metro in the coordination, preparation and update of long range financial and capital improvements plans. Assist in establishing and monitoring financial indicators and in reviewing and updating agency financial policies.
3. Assist Metro in researching and analyzing various ongoing funding and financing alternatives. Provide assistance with identifying, researching and implementing new funding sources under Metro's home rule charter.
4. Assist Metro on certain other matters which may come to Metro's attention which would require the expertise of a financial consultant.

**F. Additional Projects**

It is expected that financial advice will be required on some of the following projects and potential projects.

1. Regional Transportation and Growth Management Planning Funding
2. Open Spaces Operations Funding

**IV. SPECIAL CONSIDERATIONS**

**A. Conflicts of Interest**

1. Proposers must either certify that no actual or potential conflicts of interest exist at the time of submittal of their proposal, or if such conflicts do exist, they must be disclosed.
2. Metro will require its financial advisor to disclose any actual or potential conflict of interest that may arise at any time during this engagement.
3. The successful proposer will be required to agree to refrain from any underwriting or trading of Metro debt, or debt secured in whole or part by

Metro, or debt issued to finance (in whole or part) loan agreements or other financial arrangements with Metro.

**B. Arbitrage/Rebate Management Services**

At the same time it issues this RFP for financial advisor services, Metro is also issuing an RFP for arbitrage/rebate management services. Both the provider of financial advisory services and arbitrage/rebate management services will be required to coordinate their advice and services to the extent practical. Proposers under both RFPs may be asked about their ability to work with and coordinate with specific firms proposing under the other RFP.

Nothing will prevent a single firm from submitting proposals for both RFPs. If the same firm is selected for both engagements, their services may be consolidated into a single contract.

**V. PROPOSAL INFORMATION**

Proposals must be received at the business office of Metro, Department of Administrative Services, Financial Planning Division, 600 NE Grand Avenue, Portland, Oregon 97232, to the attention of Craig Prosser, Financial Planning Manager, no later than 5:00 p.m., PDT, \_\_\_\_\_, 1995.

Proposals should be submitted in ten (10) copies, printed on recycled paper and recycled materials.

The contract period will be from January 1, 1996, through December 31, 1998.

**VI. CONTENTS OF PROPOSAL**

Proposals must address the following points and should be organized into separate sections, clearly identified according to this outline, to facilitate Metro's review.

**A. Qualifications of the firm**

1. Organization.
2. Staff assigned (include resumés).
3. Other professional resources.
4. Technical support resources and services.

**B. Experience of the firm**

1. List your most recent financial advisory relationships. Please include the names, addresses, and phone numbers of contact persons. Briefly describe the work performed, including the dollar amount of the issues or other financings.
2. Describe you firm's past experience with similar type of work, as described in the Scope of Work, for government agencies.
3. Outline your firm's experience with the major rating agencies. Discuss this experience and its potential applicability to Metro.
4. Describe any innovations you have developed or worked on which would benefit Metro. Briefly outline the problem, your solution and the results.
5. Please attach a recent representative example of a municipality's official statement in which you acted as financial advisor.

**C. Compensation**

The proposed fee schedule for the work proposed. If the firm proposes that Metro bear the costs of incidental expenses, clearly state what type of incidental expenses Metro will be expected to bear. The firm should submit a proposal on a time and materials basis with a not-to-exceed price stated for the proposal. Hourly rates of the personnel assigned to the project should be provided.

- D. Statement regarding actual or potential conflicts of interest (see IV. Special Considerations, above).**

**VII. OTHER INFORMATION**

**A. Basis for Proposals**

This RFP represents the most definitive statement Metro will make concerning the information upon which proposals are to be based. Any verbal information that is not contained in this RFP will not be considered by Metro in evaluating the proposals. All questions relating to the RFP must be submitted in writing to Craig Prosser, Financial Planning Manager. Any questions which in the opinion of Metro warrant a written reply or RFP amendment will be furnished to all parties receiving a copy of this RFP. Metro will not respond to questions received after \_\_\_\_\_ p.m., \_\_\_\_\_.

**B. Minority Business Program**

In the event that any subcontracts are to be utilized in the performance of this agreement, the Proposer's attention is directed to Metro Code provisions 2.04.100 and 200.

Copies of that document are available from the Risk and Contracts Management Division of the Department of Administrative Services, Metro, Metro Regional Center, 600 NE Grand Avenue, Portland, OR 97232, or call (503) 797-1717.

**VIII. GENERAL PROPOSAL AND CONTRACT CONDITIONS**

- A. **Limitation and Award** – This Request for Proposals does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to accept any or all proposals received as the result of this request, to negotiate with all qualified sources, or to cancel all or part of this RFP.
- B. **Contract Type** – Metro intends to award a personal services contract with the selected firm for this project. A copy of the standard contract form which the successful consultant will be required to execute is attached.
- C. **Billing Procedures** – Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of Metro before reimbursement of services can occur. A monthly billing, detailing specific projects, staff time and expenses charged to those projects, and a progress report, will be required.
- D. **Validity Period and Authority** – The proposal shall be considered valid for a period of at least ninety (90) days and shall contain a statement to that effect. The proposal shall contain the name, title, address and telephone number of an individual or individuals with authority to bind any company contacted during the period in which Metro is evaluating the proposal.

**IX. EVALUATION CRITERIA**

Firms responding to the Request for Proposals will be evaluated on the basis of the following:

A. General (15 points)

1. Organization of proposal.
2. Responsiveness to the purpose and scope of services.
3. Use of subconsultants and compliance with Metro's Disadvantaged Business Program, if appropriate.

B. Personnel (30 points)

1. Experience and qualifications of personnel assigned to this project.
2. Ease of access to assigned personnel and their availability for consultation and meetings on short notice.
3. Additional professional and technical resources available.

C. Organization and Experience of Firm (30 points)

1. Qualifications of the firm to address Metro's potential projects and issues of concern to Metro.
2. Past experience with similar type of work for government agencies and/or special districts.
3. Previous experience with the major rating agencies.
4. Favorable references from previous financial advisory relationships.

D. Cost of services (25 points)

All firms submitting proposals will be notified when a consultant has been selected. Metro reserves the right to reject any or all proposals, to waive irregularities and technicalities and to accept the proposal deemed most advantageous to Metro.

## ATTACHMENT A

### METRO SERVICES

#### Regional Growth Management and Transportation Planning

The mission of the Transportation Planning and Regional Growth Management Departments is to plan for and seek to implement a model land use and transportation programs to address the needs of the region and to protect its livability, especially in the areas of regional transportation, air and water quality, and land use. These departments, which have a FY 1995-96 budget of \$22.9 million, have grown to meet the demands and pressures of population growth in the region. Projections show that an estimated 700,000 new people will be coming into the four-county metropolitan region in the next 20 years.

#### *Major Planning Programs*

- Growth Management
- Regional Framework Plan Development
- Urban Growth Boundary maintenance
- Regional Land-Use Policy implementation
- Regional transportation planning
- Regional population and employment growth pattern estimates and resulting impact on travel demands
- Long-term Regional High-Capacity Transit System plan development
- Designated metropolitan planning organization to secure and allocate federal highway and transit funds, provide forums for coordination and decision making with state, regional and local government staff, elected representatives and citizens

#### Regional Parks and Greenspaces

The Regional Parks and Greenspaces Department was created in January 1994 with the transfer of parks functions from Multnomah County. It's FY 1995-96 operating budget is \$5.7 million. The department provides both an operational arm and a planning function to protect and care for the public's investment in park lands and facilities. Passage of an Open Spaces Program bond measure of \$135.6 million adds a significant component to the department's responsibilities.

- Mission: Create a cooperative regional system of natural areas, open spaces, trails, parks and greenways for wildlife and people in the metropolitan area
- Operation of 21 regional parks and natural areas as well as 14 pioneer cemeteries visited by more than one million visitors annually

- Management and operation of the regional parks facilities transferred to Metro from Multnomah County in January 1994
- Coordination and involvement of local governments
- Planning and capital development of park facilities.

### Metro Washington Park Zoo

Metro owns and operates a 64-acre zoo. This facility is a major cultural, educational and recreational attraction drawing visitors from throughout Oregon and the Pacific Northwest. Average annual attendance is 1,000,000 persons.

The zoo is the largest paid tourist attraction in Oregon. Zoo visitors help support the facility through paid admissions, zoo memberships, train tickets, gift shop and food service purchases and donations. At least half of Zoo revenues are from non-tax sources. The Zoo's FY 1995-96 Operating Fund budget amounts to \$19.0 million.

- Mission: Provide visitors a unique educational and recreational opportunity to experience wildlife in a naturalistic setting and to learn to "care now for the future of life"

### Metropolitan Exposition-Recreation Commission

The commission, established in 1987, is the operating arm for Metro's exposition and spectator facilities, including the Oregon Convention Center, the Expo Center, the Portland Center for the Performing Arts, and the Civic Stadium. The Portland Center for the Performing Arts and the Civic Stadium were transferred to Metro's management from the city of Portland in 1990, when the convention center opened. Management of the Expo Center was transferred to Metro from Multnomah County in January 1994. The Metro E-R Commission oversees operations. Seven commissioners are appointed by Metro to serve four-year terms. The Metro Council approves the commission's budget, which is \$34.6 million for FY 1995-96.

### Regional Environmental Management

Metro is responsible for disposing of approximately 1.2 million tons of waste per year. Metro's responsibilities include planning, developing and managing solid waste transfer stations, disposing of household hazardous waste, implementing disposal enforcement programs, and providing recycling promotion, education and local assistance programs.

Metro, through its operations, directly handles approximately 750,000 tons of waste each year. To accomplish this, Metro owns and contracts the operation of two transfer stations, the Metro South and Metro Central stations, which have include two household hazardous waste facilities. The transfer station waste is sent to the Columbia Ridge Landfill with which Metro has a long-term contract. In addition to the

Metro owned transfer stations, a privately owned and operated transfer station serves the western portion of the jurisdiction. Waste handled by this station constitutes about ten percent of the entire region's waste and is currently disposed of at the Riverbend Landfill in Yamhill County.

Funding for solid waste operations is paid entirely through user fees. No taxes are used to fund these services. A solid waste master bond ordinance was adopted in 1989 and revenue bonds were issued for capital construction. Construction of the Metro Central Transfer Station was funded by Solid Waste System Revenue Bonds of \$28,500,000. This issue was partially refunded in 1993.

- Flow control of solid waste in the metropolitan area totaling 1.05 million tons
- Development of the regional solid waste management system
- Reduce solid waste generated and increase recycling and waste reduction activities – in 1993, the region's recycling level was 38 percent compared to 32 percent in 1990 and 22 percent in 1986

#### Other Departments/Offices

Metro's organizational structure includes several offices and one department that support elected officials or provide support services:

*Office of the Council* – includes the Metro Council and staff. The Metro Council provides overall policy guidance for the agency. The Office of the Council also manages the Committee for Citizen Involvement.

*Office of the Executive* – includes the Metro Executive Officer and staff. The Metro Executive Officer manages the agency and develops policy issues for the Council's consideration. The Office of the Executive also supervises Metro's intergovernmental and public information functions.

*Office of the Auditor* – includes the Metro Auditor and staff. The Metro Auditor is responsible for all audits of the agency, including managing the annual outside financial audit and conducting performance and management audits of agency programs and operations.

*Office of the General Counsel* – provides legal services to the Council and Executive Officer and to Metro departments.

*Administrative Services Department* – provides a full range of support services to Metro operating departments, including Accounting, Risk Management, Human Resources, Information Management Services and others.



## PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, located at 600 N.E. Grand Avenue, Portland, OR 97232-2736, and \_\_\_\_\_, referred to herein as "Contractor," located at \_\_\_\_\_

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

1. Duration. This personal services agreement shall be effective and shall remain in effect until and including \_\_\_\_\_, unless terminated or extended as provided in this Agreement.

2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Exhibit A – Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.

3. Payment. Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed \_\_\_\_\_ AND /100THS DOLLARS (\$\_\_\_\_\_).

4. Insurance.

a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:

(1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability. The policy must be endorsed with contractual liability coverage; and

(2) Automobile bodily injury and property damage liability insurance.

b. Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.

c. Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.

d. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.

e. If required by the Scope of Work, Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in the minimum amount of \$500,000. Contractor shall provide to Metro a certificate of this insurance, and 30 days' advance notice of material change or cancellation.

5. Indemnification. Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.

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

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

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

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

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

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

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

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

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

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

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

_____	METRO
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

AGENDA ITEM 7.7  
Meeting Date: November 2, 1995

**Resolution No. 95-2230, For the Purpose of Authorizing Issuance of a Request for Proposals for Arbitrage/Rebate Management Services for the Period January 1, 1996, to December 31, 1998**

**FINANCE COMMITTEE REPORT**

CONSIDERATION OF RESOLUTION NO. 95-2230, FOR THE PURPOSE OF AUTHORIZING ISSUANCE OF A REQUEST FOR PROPOSALS FOR ARBITRAGE/REBATE MANAGEMENT SERVICES FOR THE PERIOD JANUARY 1, 1996, TO DECEMBER 31, 1998

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Date: October 27, 1995

Presented by: Councilor McLain

**Committee Recommendation:** At the October 26 meeting, the Committee voted 5-0 to recommend Council adoption of Resolution No. 95-2230. Voting in favor: Councilors McCaig, McFarland, McLain, Monroe, and Washington.

**Committee Issues/Discussion:** Jennifer Sims, Chief Financial Officer, presented the staff report and explained the purpose of the proposed resolution. She noted that the amount of interest that Metro can earn of unspent balances from bond sales are strictly regulated through very complex federal regulations. Metro has historically obtained the expertise in understanding and applying these regulations from an outside vendor. The purpose of the proposed resolution is to authorize the release of an RFP to procure these services for the period January 1, 1996 through December 31, 1998.

## STAFF REPORT

### CONSIDERATION OF RESOLUTION 95-2230 AUTHORIZING DISTRIBUTION OF AN RFP FOR ARBITRAGE/REBATE MANAGEMENT SERVICES FOR THE PERIOD JANUARY 1, 1996, TO DECEMBER 31, 1998.

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Date: October 13, 1995

Presented by: Jennifer Sims,  
Chief Financial Officer

## BACKGROUND

Resolution 95-2230 authorizes distribution of an RFP for arbitrage/rebate management services and authorizes the Executive Officer to sign a contract with the successful proposer for a three year period beginning January 1, 1996.

Metro is required by federal law to track and report to the IRS any arbitrage earnings on certain of its debt issues. Earnings in excess of allowable amounts must be rebated to the federal government once every five years for the life of a debt issue.

In the recent past, these services were not generally available and Metro relied on its financial advisor, Public Financial Management, Inc. (PFM), to prepare or arrange for these reports. Most recently, PFM has subcontracted this work. More and more firms are now providing these services, and staff believes that a long-term contractual relationship with a firm selected through an RFP process would be to Metro's advantage.

The firm selected will be required to prepare all arbitrage/rebate reports due during the period of the contract and to advise Metro on optimal strategies to manage its arbitrage/rebate liabilities.

The term of this contract will begin January 1, 1996, and end December 31, 1998. Past arbitrage/rebate reports have cost between \$2,500 and \$5,000 depending upon the complexity of the debt issue. The contract amount will be paid from the budgets of departments using these services.

## EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends approval of Resolution.No. 95-2230.

CP:rs

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BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING ) RESOLUTION NO. 95-2230  
ISSUANCE OF A REQUEST FOR )  
PROPOSALS FOR ARBITRAGE/ ) Introduced by Mike Burton,  
REBATE MANAGEMENT SERVICES ) Executive Officer  
FOR THE PERIOD JANUARY 1, 1996, )  
TO DECEMBER 31, 1998 )

WHEREAS, From time to time Metro has the need to obtain arbitration/rebate management services; and

WHEREAS, The Request for Proposals and contract form attached hereto would provide a means for procuring such services for the period January 1, 1996, through December 31, 1998; and

WHEREAS, Council approval of this Request for Proposals and any subsequent agreement for arbitration/rebate management services is required pursuant to Metro Code Section 2.04.033(a)1; now, therefore,

BE IT RESOLVED,

That the Metro Council authorizes issuance of the Request for Proposals for arbitration/rebate management services for the period January 1, 1996, to December 31, 1998, in a form substantially similar to the attached Exhibit "A" and authorizes the Executive Officer to execute a contract with the most favorable proposer.

ADOPTED by the Metro Council this \_\_\_\_ day of \_\_\_\_\_, 1995.

J. Ruth McFarland, Presiding Officer

Approved as to Form:

Daniel B. Cooper, General Counsel

CP:rs

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**REQUEST FOR PROPOSALS  
METRO  
ARBITRAGE/REBATE MANAGEMENT SERVICES**

**I. INTRODUCTION**

Metro is requesting proposals from qualified firms to perform arbitrage/rebate management services for a period of three (3) years starting January 1, 1996. Details concerning this request and Metro's requirements are contained in this Request for Proposals.

**II. BACKGROUND**

Metro, the nation's only elected regional government, is responsible for a broad range of services. According to Metro's Charter, approved by voters in 1992, Metro has primary responsibility for regional land-use and transportation planning, and is further empowered to address any other issue of "metropolitan concern."

Metro provides regional land use, growth management, and environmental planning, as well as regional transportation planning throughout the metro area. Currently Metro owns and operates the Metro Washington Park Zoo and the Oregon Convention Center. Metro also operates the Civic Stadium and the Portland Center for the Performing Arts. Metro is responsible for disposal of the region's solid waste. Metro also operates regional parks, marine facilities, a public golf course, and pioneer cemeteries located within Multnomah County.

Financial Structure

Metro evolved out of a special district structure and, as functions were added, they brought with them dedicated revenue sources. Accordingly, most of Metro's operations are funded by fees and charges for service. Metro has a relatively modest General Fund that is used to support general government functions and provide transfers to departments for non-self-supporting activities.

Debt

Metro has eight debt issues are outstanding and one loan backed by State bonds.

Four series of Metro general obligations bonds outstanding are:

- General Obligation Refunding Bonds (Convention Center), 1992 Series A
- General Obligation Bonds (Open Spaces)
  - ◊ Series A
  - ◊ Series B
  - ◊ Series C

There are two issues of Metro solid waste revenue bonds outstanding. The original series was issued in 1990 and was partially refunded by a second series in 1993. These two issues are repaid from solid waste revenues.

The Metro Regional Center General Revenue Refunding bonds were issued in 1993 to refund bonds issued to build the Metro Headquarters Building. These bonds are backed by a pledge of Metro's general revenue authority and are repaid from assessments against all departments occupying the Metro Regional Center.

Compost Project Revenue Bonds were issued for Riedel Oregon Compost Company, Inc., to pay a portion of the cost of the North Portland compost facility. Debt service is paid by Riedel's successor firm. The "final" computation has already been done and paid.

A loan from the Oregon Economic Development Department, Special Public Works Fund (SPWF), was made to finance Metro's contribution to Tri-Met's Westside Light Rail project. A second loan will be made to finance reconstruction of the Washington Park parking lot to accommodate a light rail station and to install paid parking.

A summary of Metro's refunded and outstanding debt is provided in Attachment A. Title pages of all Metro bonded debt issues are included in Attachment B.

### III. SCOPE OF WORK

All work of the arbitrage/rebate management firm will be coordinated through the Financial Planning Manager. Principal contacts will include the Chief Financial Officer, the Investment Manager, and Metro's financial advisor.

The selected firm will be required to perform the following:

- A. Review current investment and record-keeping practices as they relate to all funds subject to arbitrage rebate or yield restriction. Provide advice on any changes in these practices that might enhance Metro's arbitrage compliance effort.
- B. Review each of Metro's outstanding obligations and determine which are subject to the arbitrage rebate requirements of Section 148(f) of the Internal Revenue Code.
- C. Calculate the applicable bond yield for each of Metro's obligations.

- D. Assist Metro with the development of an arbitrage monitoring system.
- E. Perform the required arbitrage rebate calculations and provide documentation to support such calculations.
- F. Prepare a schedule that identifies the following for each issue:
  - 1. The arbitrage yield (if subject to rebate) or the restricted yield.
  - 2. The expiration date for any temporary or spend-down periods.
  - 3. The next rebate calculation date.
  - 4. The rebate liability (if any) at the last computation date.
- G. Prepare all federally required information forms, if a rebate payment is required.
- H. Assist Metro with its responses in the event of inquiries from the Internal Revenue Service.
- I. Provide a professional opinion on the mathematical accuracy of all calculations performed. Such opinion is to include a statement that the arbitrage rebate calculation results are consistent with Section 148(f) of the Internal Revenue Code.
- J. Keep Metro informed of changes in arbitrage/rebate requirements and regulations.
- K. Provide such other advice and assistance as Metro may deem necessary to ensure its full compliance with the arbitrage restrictions imposed by the Internal Revenue Code and regulations of the United States Treasury.

#### IV. SPECIAL CONSIDERATIONS

##### A. Conflicts of Interest

- 1. Proposers must either certify that no actual or potential conflicts of interest exist at the time of submittal of their proposal, or if such conflicts do exist, they must be disclosed.
- 2. Metro will require its arbitrage/rebate management advisor to disclose any actual or potential conflict of interest that may arise at any time during this engagement.

3. The successful proposer will be required to agree to refrain from any underwriting or trading of Metro debt, or debt secured in whole or part by Metro, or debt issued to finance (in whole or part) loan agreements or other financial arrangements with Metro.

**B. Financial Advisor Services**

At the same time it issues this RFP for arbitrage/rebate management services, Metro is also issuing an RFP for financial advisor services. Both the provider of financial advisory services and arbitrage/rebate management services will be required to coordinate their advice and services to the extent practical. Proposers under both RFPs may be asked about their ability to work with and coordinate with specific firms proposing under the other RFP.

Nothing will prevent a single firm from submitting proposals for both RFPs. If the same firm is selected for both engagements, their services may be consolidated into a single contract.

**V. PROPOSAL INFORMATION**

Proposals must be received at the business office of Metro, Department of Administrative Services, Financial Planning Division, 600 NE Grand Avenue, Portland, Oregon 97232, to the attention of Craig Prosser, Financial Planning Manager, no later than 5:00 p.m., PDT, \_\_\_\_\_ p.m., 1995.

Proposals should be submitted in ten (10) copies, printed on recycled paper and recycled materials.

The contract period will be from January 1, 1996, through December 31, 1998.

**VI. CONTENTS OF PROPOSAL**

Proposals must address the following points and should be organized into separate sections, clearly identified according to this outline, to facilitate Metro's review.

**A. Qualifications of the firm**

1. Organization.
2. Staff assigned (include resumés).
3. Other professional resources.
4. Technical support resources and services.

**B. Experience of the firm**

1. List at least three of your most recent arbitrage/rebate client relationships. Please include the names, addresses, and phone numbers of contact persons. Briefly describe the work performed, including the dollar amount of debt issues.
2. Describe your firm's past experience with arbitrage/rebate services, as described in the Scope of Work, for government agencies.
3. Describe any innovations you have developed or worked on which would benefit Metro. Briefly outline the problem, your solution and the results.
4. Please attach a recent representative example of a municipality's arbitrage/rebate report prepared by your firm.

**C. Compensation**

1. The proposed fee schedule for the work proposed.
2. If the firm proposes that Metro bear the costs of incidental expenses, clearly state what type of incidental expenses Metro will be expected to bear.
3. The firm should submit a proposal on a time and materials basis with a not-to-exceed price stated for the proposal.
4. Hourly rates of the personnel assigned to the project should be provided.

**D. Statement regarding actual or potential conflicts of interest (see IV. Special Considerations, above).**

**VII. OTHER INFORMATION**

**A. Basis for Proposals**

This RFP represents the most definitive statement Metro will make concerning the information upon which proposals are to be based. Any verbal information that is not contained in this RFP will not be considered by Metro in evaluating the proposals. All questions relating to the RFP must be submitted in writing to Craig Prosser, Financial Planning Manager. Any questions which in the opinion of Metro warrant a written reply or RFP amendment will be furnished

to all parties receiving a copy of this RFP. Metro will not respond to questions received after \_\_\_\_\_.

**B. Minority Business Program**

In the event that any subcontracts are to be utilized in the performance of this agreement, the Proposer's attention is directed to Metro Code provisions 2.04.100 and 200.

Copies of that document are available from the Risk and Contracts Management Division of the Department of Administrative Services, Metro, Metro Regional Center, 600 NE Grand Avenue, Portland, OR 97232, or call (503) 797-1717.

**VIII. GENERAL PROPOSAL AND CONTRACT CONDITIONS**

- A. **Limitation and Award** – This Request for Proposals does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to accept any or all proposals received as the result of this request, to negotiate with all qualified sources, or to cancel all or part of this RFP.
- B. **Contract Type** – Metro intends to award a personal services contract with the selected firm for this project. A copy of the standard contract form which the successful consultant will be required to execute is attached.
- C. **Billing Procedures** – Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of Metro before reimbursement of services can occur. A monthly billing, detailing specific projects and staff time and expenses charged to those projects will be required.
- D. **Validity Period and Authority** – The proposal shall be considered valid for a period of at least ninety (90) days and shall contain a statement to that effect. The proposal shall contain the name, title, address and telephone number of an individual or individuals with authority to bind any company contacted during the period in which Metro is evaluating the proposal.

**IX. EVALUATION CRITERIA**

Firms responding to the Request for Proposals will be evaluated on the basis of the following:

A. General (15 points)

1. Organization of proposal.
2. Responsiveness to the purpose and scope of services.
3. Use of subconsultants and compliance with Metro's Disadvantaged Business Program, if appropriate.

B. Personnel (30 points)

1. Experience and qualifications of personnel assigned to this project.
2. Ease of access to assigned personnel and their availability for consultation and meetings on short notice.
3. Additional professional and technical resources available.

C. Organization and Experience of Firm (30 points)

1. Qualifications of the firm to address Metro's projects and issues of concern to Metro.
2. Past experience with similar type of work for government agencies and/or special districts.
3. Favorable references from previous clients.

D. Cost of services (25 points)

All firms submitting proposals will be notified when a consultant has been selected. Metro reserves the right to reject any or all proposals, to waive irregularities and technicalities and to accept the proposal deemed most advantageous to Metro.

Attachment A  
 Debts Summary

	Original Issue Amount	TIC	Date Issued	Final Maturity	Outstanding Principal (7/1/95)
Waste Disposal System Revenue Bonds Metro Central 1990 Series A	\$28,500,000	8.090% (NIC)	Mar. 1, 1990	July 1, 2007	\$12,815,000
Waste Disposal System Revenue Refunding Bonds Metro Central 1993 Series A	\$12,895,000	5.196%	Aug. 15, 1993	July 1, 2011	\$12,705,000
Waste Disposal System Project Revenue Bonds Riedel Compost 1990 Series 1	\$5,000,000	variable	June 20, 1990	July 1, 2011	\$5,000,000
General Revenue Bonds Metro Regional Center 1991 Series A REFUNDED	\$22,990,000	6.630%	Dec. 1, 1991	July 1999	Defeased
General Revenue Refunding Bonds Metro Regional Center 1993 Series A	\$26,160,000	5.269%	Oct. 15, 1993	Aug. 1, 2022	\$25,960,000
General Obligation Refunding Bonds Convention Center 1987 Series A	\$65,000,000	7.399%	July 1, 1987	Dec. 1997	Defeased
General Obligation Refunding Bonds Convention Center 1992 Series A	\$65,760,000	6.095%	Mar. 15, 1992	Jan. 1, 2013	\$61,515,000
General Obligation Bonds Open Spaces 1995 Series A	\$74,170,000	5.466%	Sept. 1, 1995	Sept. 1, 2015	\$74,170,000
General Obligation Bonds Open Spaces 1995 Series B	\$5,219,923	5.259%	Oct. 11, 1995	Sept. 1, 2010	\$5,219,923
General Obligation Bonds Open Spaces 1995 Series C	\$56,210,000	TBD	Oct. 15, 1995	Sept. 1, 2015	\$56,210,000
Various Leases					



Request for Proposals  
Arbitrage/Rebate Management Services  
October 13, 1995

Exhibit "A"

Attachment B  
Bonded Debt Issues

(see following pages)

In the opinion of Stoel Rives Boley Jones & Grey, Portland, Oregon, Bond Counsel to Metro, under existing laws, judicial decisions, rulings, and regulations: (i) assuming continuing compliance by Metro with its covenants relating to the federal tax-exempt status of the interest on the Bonds, the interest on the Bonds, including any original issue discount properly allocable to an Owner, is not includable for federal income tax purposes in the gross incomes of the Owners thereof; (ii) interest on the Bonds, including any original issue discount properly allocable to an Owner, is exempt from present personal income taxes imposed by the State of Oregon; and (iii) the Bonds are not "private activity bonds" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended, as a consequence of which Bond Counsel observes that the interest on the Bonds, including any original issue discount properly allocable to an Owner, will not be subject to the federal alternative minimum tax imposed on individuals; see "TAX EXEMPTION" herein.

NEW ISSUE—Book-Entry Only

RATINGS: Moody's: A  
S&P: A—  
(See "RATINGS" herein.)



\$28,500,000  
**Metropolitan Service District**  
Waste Disposal System Revenue Bonds  
(Metro East Transfer Station Project),  
1990 Series A

Dated: March 1, 1990  
Except Tax-Exempt Capital Accumulator Bonds  
Which Are Dated the Date of Delivery

Due: January 1 and July 1,  
as shown on the  
following page

The Bonds are issuable only as fully registered bonds and when issued will be registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), New York, New York, an automated clearinghouse for the processing of securities transactions, which will act as the securities depository (the "Securities Depository") for the Bonds. Purchases and sales by the Beneficial Owners of the Bonds can be made in the denomination of \$5,000 or any integral multiple thereof, representing either principal or both principal and interest payable at maturity, in book-entry form only. Beneficial Owners will not receive certificates evidencing their ownership interests in the Bonds. See "DESCRIPTION OF THE BONDS—Book-Entry Only System" herein. Interest on the Bonds will be payable by check or draft mailed to the Owner thereof or by Wire Transfer, if requested, to Owners of not less than \$1,000,000 principal amount. Principal or Redemption Price, if any, of the Bonds will be payable upon presentation and surrender of each Bond at the principal corporate trust office of First Interstate Bank of Oregon, N.A., Portland, Oregon (the "Trustee"). So long as DTC or its nominee, Cede & Co., is the Bondowner, principal and interest payments are to be made directly to DTC.

The Bonds are being issued by the Metropolitan Service District ("Metro"), pursuant to the Master Ordinance and the Supplemental Ordinance (both terms as defined herein) (i) to finance the cost of the acquisition, construction, installation and equipping of a transfer and recycling facility (the "Metro East Transfer Station" or the "Project") which will be a part of the waste disposal system of Metro, (ii) to refund certain outstanding indebtedness and (iii) to pay related costs.

The Bonds are a Limited Obligation of Metro Secured by a pledge of, and are payable solely and only out of, the System Trust Estate, which includes a pledge of the net revenues derived from the operation of the system. Neither the faith and credit nor the taxing power of Metro, the State of Oregon or any other political subdivision thereof is pledged to the payment of the principal, premium (if any) or interest on the Bonds and neither the State of Oregon nor any political subdivision thereof, other than Metro (but only out of the System Trust Estate), shall be obligated to pay the principal, premium, if any, or interest thereon. Neither the Trustee nor the Owners of any Bonds shall have the right to compel Metro to exercise its taxing powers for the purpose of paying any amounts owing under or with respect to the Bonds.

The Bonds are subject to optional and mandatory redemption prior to maturity, as described herein.

For the Maturity Schedule, see inside front cover.

The Bonds are offered when, as and if issued and delivered to the Underwriters, subject to prior sale, to withdrawal or to modification of the offer without notice, and to the delivery of the approving opinion of Stoel Rives Boley Jones & Grey, Portland, Oregon, Bond Counsel. Certain legal matters will be passed upon by Daniel B. Cooper, Esquire, General Counsel for Metro and by Orrick, Herrington & Sutcliffe, New York, New York, counsel to the Underwriters. Metro has retained Public Financial Management, Inc. as financial advisor. It is expected that the Bonds will be available for delivery in New York, New York on or about March 15, 1990.

**PaineWebber Incorporated**  
**Shearson Lehman Hutton Inc.** **Dean Witter Reynolds Inc.**

March 7, 1990

Tax-Exempt Capital Accumulator Securities and TECA Securities are service marks of PaineWebber Incorporated.

In the opinion of Stoel Rives Boley Jones & Grey, Portland, Oregon, Bond Counsel to Metro, under existing laws, court decisions, rulings and regulations and subject to certain exceptions described herein: (i) assuming continuing compliance by Metro with its covenants relating to the federal tax-exempt status of the interest on the Bonds, under Section 103 of the Internal Revenue Code of 1986, as amended, the interest on the Bonds is excludable for federal income tax purposes from the gross incomes of the Owners thereof; and (ii) interest on the Bonds is exempt from present personal income taxes imposed by the State of Oregon. See "TAX EXEMPTION" herein.

NEW ISSUE—Book-Entry Only

RATINGS Moody's: A  
Standard & Poor's: A  
(See "Ratings" herein)



\$12,895,000  
**METRO**  
Waste Disposal System Refunding Revenue Bonds  
(Metro Central Transfer Station Project)  
1993 Series A

Dated: August 15, 1993

Due: July 1, as shown inside this cover

The Bonds are issued as fully registered bonds and registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), New York, New York, an automated clearinghouse for the processing of securities transactions, which will act as the securities depository (the "Securities Depository") for the Bonds. Purchases and sales by the Beneficial Owners of the Bonds can be made in the denomination of \$5,000 or any integral multiple thereof, in book-entry form only. Beneficial Owners will not receive certificates evidencing their ownership interests in the Bonds. So long as DTC or its nominee, Cede & Co., is the Bondowner, principal and interest payments are to be remitted by the Trustee directly to DTC. See "BOOK-ENTRY ONLY SYSTEM" herein.

The Bonds are being issued by Metro (formerly the Metropolitan Service District), a regional governmental unit and political subdivision of the State of Oregon, pursuant to the Act and the Ordinance (as such terms are defined herein): (i) to defease, refund and redeem certain of its Waste Disposal Revenue Bonds (Metro East Transfer Station Project), 1990 Series A (the "1990 Bonds"), and (ii) to pay the costs of issuance of the Bonds. The 1990 Bonds were issued for the purpose of financing the acquisition, construction, installation and equipping of a solid waste transfer and recycling facility currently known as the Metro Central Transfer Station.

The Bonds are a limited obligation of Metro secured by a pledge of, and are payable solely and only out of, the System Trust Estate which includes a pledge of the Net Revenues derived from the operation of Metro's solid waste disposal system (the "System"). Neither the faith and credit nor the taxing power of Metro, the State of Oregon or any other political subdivision thereof is pledged to the payment of the principal, premium (if any) or interest on the Bonds and neither the State of Oregon nor any political subdivision thereof, other than Metro (but only out of the System Trust Estate) shall be obligated to pay the principal, premium, if any, or interest thereon. Neither the Trustee nor the Owners of any Bonds shall have the right to compel Metro to exercise its taxing powers for the purpose of paying any amounts owing under or with respect to the Bonds.

The Bonds are subject to optional and mandatory redemption as described herein.

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**MATURITY SCHEDULE**

(See Inside Cover)

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This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read this entire Official Statement to obtain information essential to the making of an informed investment decision.

The Bonds are offered when, as and if issued and delivered to the Underwriter, subject to prior sale, to withdrawal or to modification of the offer without notice, and to the delivery of the approving opinion of Stoel Rives Boley Jones & Grey, Portland, Oregon, Bond Counsel to Metro. Certain legal matters will be passed upon by Daniel B. Cooper, Esquire, General Counsel for Metro, and by Ater Wynne Hewitt Dodson & Skerritt, Portland, Oregon, counsel to the Underwriter. Metro has retained Public Financial Management, Inc. as financial advisor. It is expected that the Bonds will be available for delivery in New York, New York, on or about September 2, 1993.

**PaineWebber Incorporated**

Dated: August 18, 1993

In the opinion of bond counsel, under existing laws, rulings, regulations and judicial decisions and subject to certain assumptions and exceptions described herein, interest on the Bonds (a) is not includable for federal income tax purposes in the gross incomes of the Owners thereof, other than any Owner who is a "substantial user" of the facilities financed out of the proceeds of the Bonds or a "related person," as such terms are used in Section 147(a) of the Internal Revenue Code of 1986, as amended; and (b) is exempt from present personal income taxes imposed by the State of Oregon. Bond counsel observes, however, that interest on the Bonds is an item of tax preference for purposes of the federal individual and corporate alternative minimum taxes. See "TAX EXEMPTION" herein.

**NEW ISSUE - Book-Entry Only**

**RATING: S&P: A+/A-1**  
See "RATING" herein.

**\$5,000,000**

**Metropolitan Service District  
Waste Disposal Project Revenue Bonds  
(Riedel Oregon Compost Company, Inc. Project)  
1990 Series One**

**Dated: Date of Delivery**

**Due: July 1, 2011**

The Bonds are issuable only as fully registered bonds without coupons, and, when issued, will be registered in the name of Code & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York. DTC is to act as securities depository for the Bonds. Purchases of the Bonds will be made in book-entry form, in the denomination of \$100,000 and integral multiples thereof. Purchasers will not receive certificates representing their interests in Bonds purchased, except as described herein. Ownership interests will be recorded in book-entry form by broker-dealers, banks or other financial institutions for which DTC holds the Bonds as securities depository (herein, "Participants") and the interests of Participants will be recorded in book-entry form by DTC. Payments of principal, redemption price, interest and, with respect to tendered Bonds, Purchase Price of the Bonds will be made to DTC or, in certain instances, Participants. So long as Code & Co., as the nominee of DTC, is the Owner of the Bonds, references herein to the Owners or registered Owners, as the nominee of DTC, shall mean Code & Co., as aforesaid, and shall not mean the Beneficial Owners of the Bonds. See "DESCRIPTION OF THE BONDS-Book-Entry Only System" herein. Interest on the Bonds will be payable by check or draft mailed to the Owner thereof or by wire transfer of funds, if requested, to Owners of not less than \$1,000,000 principal amount of Bonds. Principal or the redemption price, if any, of the Bonds will be payable upon presentation and surrender of each Bond at the principal corporate trust office of First Interstate Bank of Oregon, N.A., Portland, Oregon (the "Trustee"). So long as DTC or its nominee, Code & Co., is the Owner of the Bonds, principal and interest payments are to be made directly to DTC.

The Bonds will be secured by and payable solely from the Trust Estate (as described herein) pledged thereto and, to the extent described herein, from payments to be made pursuant to an irrevocable direct-pay letter of credit (the "Series One Credit Facility") issued by

**UNITED STATES NATIONAL BANK OF OREGON**

The Series One Credit Facility will be an irrevocable obligation of United States National Bank of Oregon (the "Series One Credit Provider") to pay, upon request and in accordance with the terms thereof, up to (a) \$5,000,000 to be used to pay the principal of the Bonds or to pay the portion of the Purchase Price of the Bonds equal to the principal amount of the Bonds not remarketed, plus (b) \$116,712.33 representing 71 days of accrued interest on the Bonds, at an assumed interest rate of 12% per annum. Unless earlier terminated in accordance with its terms, the Series One Credit Facility will expire on July 1, 1993, but will automatically be extended for successive three year periods unless the Series One Credit Provider notifies the Trustee of its intent not to renew the Series One Credit Facility at least 45 days prior to the expiration date.

The Bonds will initially be issued as Variable Rate Bonds bearing interest at a Weekly Rate. The Variable Rate on the Bonds will be determined by Donaldson, Lufkin & Jenrette Securities Corporation, New York, New York, or its successor as Remarketing Agent (the "Remarketing Agent") pursuant to the Series One Supplemental Ordinance, as described herein. At the option of the Remarketing Agent, subject to certain conditions and upon proper notice, the Bonds may be converted from one Variable Rate Period to another Variable Rate Period or to or from a Commercial Paper Rate Period, or, at the option of the Borrower, permanently to a Fixed Rate, in accordance with provisions therefor in the Series One Supplemental Ordinance. The prior written consent of the Series One Credit Provider is required to convert any Bond to a new rate period (other than a Weekly or Monthly Rate) or to a Fixed Rate. Any Bonds to be converted from one rate period to another are subject to mandatory tender for purchase at par plus accrued interest to the Conversion Date, unless the Owner thereof elects to retain such Bonds notwithstanding such conversion.

The Bonds are subject to optional redemption prior to maturity pursuant to the Series One Supplemental Ordinance, as described herein.

At certain times as described herein, Owners of Variable Rate Bonds may elect to tender their Variable Rate Bonds for purchase at a price equal to the principal amount thereof (plus accrued interest in the case of tenders for purchase on other than an Interest Payment Date), by delivering their Variable Rate Bonds and written notice of tender to First Interstate Bank of Oregon, N.A., or its duly qualified successor, as Tender Agent during the Weekly or Monthly Rate Periods, and to the Tender Agent to be appointed by the Issuer during all other Variable or Commercial Paper Rate Periods, as described herein. The Series One Supplemental Ordinance also provides for mandatory tender for all Bonds during Variable Rate Periods and Commercial Paper Rate Periods under certain circumstances, as more fully described herein.

The Bonds and all obligations of the Issuer under or with respect to the Bonds and the Series One Supplemental Ordinance shall be and remain limited obligations of the Issuer payable solely and only out of the trust estate established for the Bonds (the "Trust Estate"). See "SECURITY FOR THE BONDS-Series One Supplemental Ordinance." No recourse shall be had against any properties, funds or assets of the Issuer (other than the Trust Estate) for the payment of any amounts owing under or with respect to the Bonds or the Series One Supplemental Ordinance. Neither the Bonds, the Series One Supplemental Ordinance, nor the obligations of the Issuer under or with respect thereto constitute or create an indebtedness of the Issuer within the meaning of any constitutional or statutory debt limitation.

The Bonds are being offered solely on the basis of the credit of the Series One Credit Provider and the Series One Credit Facility. Pursuant to the Series One Supplemental Ordinance, the Owners of the Bonds shall have no recourse against the Borrower or its properties upon the occurrence of an Event of Default under the Series One Supplemental Ordinance, the Series One Loan Agreement or the Bonds, including without limitation the Borrower's failure to make Loan Repayments under the Series One Loan Agreement, during any period the 1989 Credit Facility issued in connection with a related series of bonds remains in effect or any amounts remain outstanding under the related 1989 Credit Agreement. Moreover, after termination of the 1989 Credit Facility and the 1989 Credit Agreement, the Bonds will remain secured only by the Series One Credit Facility. See "SECURITY FOR THE BONDS-Series One Supplemental Ordinance" and "INVESTMENT CONSIDERATIONS." The Loan Repayments are subordinate to, among other things, the Borrower's repayment obligations on the Series A Bonds, and may only be paid to the extent permitted by the 1989 Credit Agreement and the Intercreditor Agreement. However, such subordination will not affect the rights of an Owner to receive the proceeds of draws on the Series One Credit Facility, which proceeds are for the sole and exclusive benefit of such Owners and not for the benefit of the owners of the Series A Bonds or any other party associated therewith. See "SECURITY FOR THE BONDS-Series One Loan Agreement."

**Price of all Bonds - 100%**

The Bonds are offered when, as and if issued and delivered to the Underwriter, subject to prior sale, to withdrawal or to modification of the offer without action, and to the delivery of the approving opinion of Stoel Rives Boley Jones & Grey, Portland, Oregon, Bond Counsel. Certain legal matters will be passed upon by Daniel B. Cooper, Esquire, General Counsel for the Issuer, by Perkins Cole, Portland, Oregon, counsel to the Borrower, and by Miller, Nash, Wiener, Heger & Carlsen, Portland, Oregon, counsel to the Series One Credit Provider. It is expected that the Bonds will be made available for delivery in New York, New York on or about June 20, 1990.

**DONALDSON, LUFKIN & JENRETTE**  
Securities Corporation

June 20, 1990

In the opinion of Stoel Rives Boley Jones & Grey, Portland, Oregon, Bond Counsel to Metropolitan Service District ("Metro"), under existing laws, court decisions, rulings and regulations and subject to certain exceptions described herein: (i) assuming continuing compliance by Metro with its covenants relating to the federal tax-exempt status of the interest on the Bonds, under Section 103 of the Internal Revenue Code of 1986, as amended, the interest on the Bonds is excludable for federal income tax purposes from the gross incomes of the Owners thereof; and (ii) interest on the Bonds is exempt from present personal income taxes imposed by the State of Oregon. See "TAX EXEMPTION" herein.

NEW ISSUE—BOOK-ENTRY ONLY

RATINGS: Moody's: A  
Standard & Poors: A  
Fitch: A+  
(See "Ratings" herein)



**\$22,990,000**  
**Metropolitan Service District**  
**General Revenue Bonds**  
**(Metro Headquarters Building Project)**  
**1991 Series A**

Dated: December 1, 1991

Due: July 1, as shown below

The 1991 Series A Bonds are being issued pursuant to the Ordinance (as herein defined) for the purpose of financing the acquisition, renovation and furnishing of an existing building and parking facility (the "Project") which will serve as the principal offices of Metro. Proceeds of the 1991 Series A Bonds will be used to acquire, renovate and furnish the Project, fund the Reserve Account, pay certain capitalized interest on the 1991 Series A Bonds and pay the costs of issuance incurred in connection with the 1991 Series A Bonds.

The 1991 Series A Bonds are payable from the Revenues and Available Funds of Metro, including all taxes levied by Metro subject to the limitations imposed by the laws and Constitution of the State of Oregon, the revenues derived by Metro from its operations, and all other legally available funds, as more particularly described herein. The 1991 Series A Bonds are secured by a pledge of the Trust Estate, which consists of the moneys on deposit from time to time in the Reserve Account, the Construction Account and the Debt Service Account. The 1991 Series A Bonds are not general obligation bonds, nor are they secured by a pledge of any ad valorem property taxes levied by Metro. The Owners of the 1991 Series A Bonds have no right to compel the levy of any ad valorem property taxes or the exercise of any other taxing powers of Metro for the purpose of paying any amounts owing under or with respect to the 1991 Series A Bonds. However, Metro has covenanted that, with limited exceptions, it will not pledge or encumber the Revenues or Available Funds.

The 1991 Series A Bonds will be issued as fully registered bonds, registered initially in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), securities depository with respect to the 1991 Series A Bonds. Individual purchases of the 1991 Series A Bonds will be made in book-entry form only, in principal amounts of \$5,000 and in integral multiples thereof. Purchasers of 1991 Series A Bonds will not receive physical delivery of 1991 Series A Bond certificates. Transfers of 1991 Series A Bonds will be effected through a book-entry system as described in the section entitled "THE BONDS—Book-Entry System." The 1991 Series A Bonds will bear interest from their date, payable on July 1, 1992 and semiannually on each January 1 and each July 1 thereafter. Payment of bond principal and interest will be made through DTC as described herein.

The 1991 Series A Bonds are subject to optional and mandatory redemption prior to maturity as described herein.

**Maturity Schedule**  
**\$4,475,000 Serial Bonds**

<u>Due</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield or Price</u>	<u>Due</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield or Price</u>
1994	\$310,000	4.65%	100%	2000	\$420,000	5.75%	5.80%
1995	325,000	5.00	100	2001	445,000	5%	5.95
1996	340,000	5.10	5.15	2002	470,000	6.00	6.05
1997	360,000	5.25	5.35	2003	500,000	6.10	6.15
1998	375,000	5.50	5.55	2004	530,000	6.20	6.25
1999	400,000	5.60	5.65				

\$ 4,810,000 6.60% Term Bond, due July 1, 2011 @ 99.454%

\$13,705,000 6.75% Term Bond, due July 1, 2022 @ 99.612%

The 1991 Series A Bonds are offered subject to prior sale, when, as and if issued by Metro and accepted by the Underwriter, subject to the approving opinion of Stoel Rives Boley Jones & Grey, Portland, Oregon, as Bond Counsel. Certain legal matters will be passed upon for Metro by Daniel B. Cooper, General Counsel to Metro, and for the Underwriter by its counsel, Preston Thorgrimson Shidler Gates & Ellis, Portland, Oregon. It is expected that the 1991 Series A Bonds will be available for delivery to DTC in New York, New York, on or about December 20, 1991.

**PaineWebber Incorporated**

December 12, 1991

In the opinion of Stoel Rives Boley Jones & Grey, Portland, Oregon, Bond Counsel to Metro, under existing laws, court decisions, rulings and regulations and subject to certain exceptions described herein: (i) assuming continuing compliance by Metro with its covenants relating to the federal tax-exempt status of the interest on the Bonds, under Section 103 of the Internal Revenue Code of 1986, as amended, the interest on the Bonds is excludable for federal income tax purposes from the gross incomes of the Owners thereof; and (ii) interest on the Bonds is exempt from present personal income taxes imposed by the State of Oregon. See "TAX EXEMPTION" herein.

NEW ISSUE—Book-Entry Only

RATINGS

Moody's: A  
Standard & Poor's: A  
Fitch: A+  
(See "Ratings" herein)



\$26,160,000

**METRO**

**General Revenue Refunding Bonds  
(Metro Regional Center Project)  
1993 Series A**

Dated: October 15, 1993

Due: August 1, as shown inside this cover

The 1993 Series A Bonds (the "Bonds") are being issued pursuant to the Ordinance (as herein defined) for the purpose of refunding of the 1991 Bonds (as herein defined). Proceeds of the Bonds will be used to fund an irrevocable escrow account to pay debt service on the existing 1991 Bonds, to retire the 1991 Bonds at maturity and at their first optional redemption date, and to pay the costs of issuance incurred in connection with the Bonds.

The Bonds are payable from the Revenues and Available Funds of Metro, including all taxes levied by Metro subject to the limitations imposed by the laws and Constitution of the State of Oregon, the revenues derived by Metro from its operations, and all other legally available funds, as more particularly described herein. The Bonds are secured by a pledge of the Trust Estate, which consists of the moneys on deposit from time to time in the Reserve Account and the Debt Service Account. The Bonds are not general obligation bonds, nor are they secured by a pledge of any ad valorem property taxes levied by Metro. The Owners of the Bonds have no right to compel the levy of any ad valorem property taxes or the exercise of any other taxing powers of Metro for the purpose of paying any amounts owing under or with respect to the Bonds. The Bonds are not secured by a lien on or a security interest in the Project, the Revenues, the Available Funds or any other property of Metro except the Trust Estate. See "SECURITY FOR THE BONDS" herein. However, Metro has covenanted that, with certain exceptions, it will not pledge or encumber the Revenues or Available Funds.

The Bonds will be issued as fully registered bonds subject to a Book-Entry System of registration and transfer. In accordance with the Book-Entry System, the Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), New York, New York, an automated clearinghouse for the processing of securities transactions, which will act as the securities depository (the "Securities Depository") for the Bonds. Purchases and sales by the Beneficial Owners of the Bonds can be made in the denomination of \$5,000 or any integral multiple thereof, in book-entry form only. Beneficial Owners will not receive certificates evidencing their ownership interests in the Bonds. So long as DTC or its nominee, Cede & Co., is the Bondowner, principal and interest payments are to be remitted by the Trustee directly to DTC. See "BOOK-ENTRY SYSTEM" herein.

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**MATURITY SCHEDULE**

(See Inside Cover)

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This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read this entire Official Statement to obtain information essential to the making of an informed investment decision.

The Bonds are offered when, as and if issued and delivered to the Underwriters, subject to prior sale, to withdrawal or to modification of the offer without notice, and to the delivery of the approving opinion of Stoel Rives Boley Jones & Grey, Portland, Oregon, Bond Counsel to Metro. Certain legal matters will be passed upon by Daniel B. Cooper, Esquire, General Counsel for Metro, and by Preston Thorgrimson Shidler Gates & Ellis, counsel to the Underwriters. Metro has retained Public Financial Management, Inc. as financial advisor. It is expected that the Bonds will be available for delivery in New York, New York, on or about November 18, 1993.

**Smith Barney Shearson Inc.**

**Lehman Brothers**

**Dean Witter Reynolds Inc.**

Dated: November 4, 1993

NEW ISSUE — COMPETITIVE

SALE DATE: JULY 9, 1987  
RATING: STANDARD & POOR'S AA+  
MOODY'S A1

*In the opinion of Bond Counsel, under existing law, assuming compliance with the Issuer's covenants relating to the Tax Exemption, interest on the Bonds is exempt from gross income for federal income tax purposes, except as more fully set forth in Bond Counsel's opinion and as otherwise described in Appendices D and E, and is exempt from state of Oregon personal income taxes.*



**METROPOLITAN SERVICE DISTRICT**  
WITHIN THE COUNTIES OF CLACKAMAS,  
MULTNOMAH, AND WASHINGTON, OREGON

**\$65,000,000**  
**GENERAL OBLIGATION CONVENTION CENTER BONDS**  
**SERIES 1987**

DATED: July 1, 1987

DUE: December 1, 1988-2012

The Bonds are registered bonds in \$5,000 denominations or integral multiples thereof. Interest is payable semiannually beginning June 1, 1988, through the principal trust offices of the co-registrar and paying agent of the District, the fiscal agent of the state of Oregon, currently Chase Manhattan Bank, New York, New York.

Bond proceeds will be used to finance the acquisition and construction of a regional convention and trade show center and to pay the costs of issuance of the bonds. The District is obligated to levy on all taxable property within the District a direct annual ad valorem tax, in addition to all other monies, sufficient to pay bond principal and interest promptly when and as they become due.

**MATURITY SCHEDULE**

<u>Due</u> <u>December 1</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Due</u> <u>December 1</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>
1988	\$ 990,000	9.00%	4.25%	2000	\$2,195,000	7.00%	7.00%
1989	1,045,000	9.00	4.75	2001	2,370,000	7.10	7.10
1990	1,110,000	9.00	5.00	2002	2,560,000	7.20	7.20
1991	1,175,000	9.00	5.25	2003	2,770,000	7.30	7.30
1992	1,250,000	8.20	5.50	2004	2,995,000	7.40	7.40
1993	1,335,000	5.75	5.75	2005	3,240,000	7.40	7.45
1994	1,425,000	6.00	6.00	2006	3,510,000	7.50	7.50
1995	1,530,000	6.20	6.20	2007	3,805,000	7.50	7.50
1996	1,640,000	6.40	6.40	2008	4,120,000	7.50	7.55
1997	1,760,000	6.60	6.60	2009	4,465,000	7.60	7.60
1998	1,890,000	6.80	6.80	2010	4,840,000	7.60	7.60
1999	2,040,000	6.90	6.90	2011	5,250,000	7.65	7.65
				2012	5,690,000	7.65	7.65

**Redemption Provision** — The bonds are subject to redemption prior to maturity.

**Tax Exemption** — The Bonds are governmental purpose bonds.

**Legal Opinion** — The Bonds are offered for sale to the original purchaser pursuant to the official Notice of Sale of the District subject to the final approving opinion of Lindsay, Hart, Neil & Weigler, Bond Counsel. It is expected that the Bonds in definitive form will be available for delivery on or about July 16, 1987 in New York, New York.

FINANCIAL ADVISOR:

**Government Finance Associates, Inc.**

1300 S.W. 5th Avenue, Suite 2929, Portland, Oregon 97201 • 503/222-1405

In the opinion of Stoel Rives Boley Jones & Grey, Portland, Oregon, Bond Counsel to Metropolitan Service District ("Metro" or the "District") under existing laws, court decisions, rulings and regulations and subject to certain exceptions described herein: (i) assuming continuing compliance by Metro with its covenants relating to the federal tax-exempt status of the interest on the Bonds, under Section 103 of the Internal Revenue Code of 1986, as amended, the interest on the Bonds is excludable for federal income tax purposes from the gross incomes of the Owners thereof; and (ii) interest on the Bonds is exempt from present personal income taxes imposed by the State of Oregon. See "TAX EXEMPTION" herein.

NEW ISSUE—Book-Entry Only

RATINGS: Standard & Poor's: AA +  
Moody's: Aa  
(See "RATINGS" herein)



**\$65,760,000**  
**Metropolitan Service District**  
**General Obligation Refunding Bonds**  
**(Oregon Convention Center)**  
**1992 Series A**

Dated: March 15, 1992

Due: January 1 and July 1,  
as shown on the following page

Bond proceeds will be used to advance refund the Series 1987 Bonds (the "Refunded Bonds") which were issued to finance the acquisition and construction of a regional convention and trade show center. The Bonds constitute general obligations of Metro secured by Metro's full faith and credit and the taxing power of Metro. In accordance with law, Metro is required to levy annually a direct ad valorem tax on all of the taxable property within Metro's jurisdictional boundaries in an amount which, after taking into consideration discounts taken and delinquencies that may occur in the payment of such taxes and all other moneys reasonably available for the payment of debt service on the Bonds, will be sufficient to pay when due the principal of and interest on the Bonds.

The ad valorem taxes to be levied by Metro for the purpose of paying when due the principal of and interest on the Bonds shall be levied and collected outside of, and in addition to, the other taxes levied and collected by Metro within its voter approved tax base. Furthermore, such ad valorem taxes are not subject to the property limitations imposed by Article XI, Section 11b of the Oregon Constitution ("Ballot Measure 5") and thus Metro may levy and collect such ad valorem taxes in an amount sufficient to pay the Bonds when due without regard to the rate or amount of such taxes. For additional information concerning Ballot Measure 5, see "SPECIAL BONDOWNER CONSIDERATIONS—Tax Limitation" herein.

Interest on the Bonds is payable semiannually on January 1 and July 1, beginning on July 1, 1992, through the principal corporate trust offices of the registrar and paying agent of Metro, currently First Interstate Bank of Oregon, N.A., Portland, Oregon.

The Bonds maturing on or after after July 1, 2000 are subject to redemption prior to maturity as described herein.

The Bonds will be issued as fully registered bonds, registered initially in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York, securities depository with respect to the Bonds. Individual purchasers of the Bonds will not receive physical delivery of Bond certificates. Transfers of the Bonds will be effected through a book-entry system as described in the section entitled "THE BONDS—Book-Entry System." Payment of bond principal and interest will be made through DTC as described herein.

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**Maturity Schedule**  
**(See Inside Front Cover)**

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The Bonds are offered subject to prior sale, when, as and if issued by Metro and accepted by the Underwriter, subject to the approving opinion of Stoel Rives Boley Jones & Grey, Portland, Oregon, as Bond Counsel. Certain legal matters will be passed upon for Metro by Daniel B. Cooper, General Counsel to Metro. It is expected that the Bonds will be available for delivery to DTC, in New York, New York, on or about April 2, 1992.

**PaineWebber Incorporated**

March 26, 1992



OFFICIAL STATEMENT

COMPETITIVE NEW ISSUE - Book Entry Only

RATINGS: Standard & Poor's AA+  
Moody's Aa

*In the opinion of Stoel Rives, Portland, Oregon, Bond Counsel to Metro, under existing laws, court decisions, rulings and regulations and subject to certain exceptions described herein: (i) assuming continuing compliance by Metro with its covenants relating to the federal tax-exempt status of the interest on the Series A Bonds, under Section 103 of the Internal Revenue code of 1986, as amended, the interest on the Series A Bonds is excludable for federal income tax purposes from the gross incomes of the Owners thereof; and (ii) interest on the Series A Bonds is exempt from present personal income taxes imposed by the State of Oregon. See "Tax Exemption" herein.*

\$74,170,000

METRO

General Obligation Bonds  
(Open Spaces Program)

1995 Series A



Due: September 1, as shown  
on the following page

Dated: September 1, 1995

The Series A Bonds were offered by Metro in a competitive sale pursuant to a Notice of Bond Sale published by Metro on August 8, 1995 in *The Daily Journal of Commerce*, published in Portland, Oregon and *The Bond Buyer*, published in New York, New York. In accordance with such Notice of Bond Sale, on August 24, 1995 Metro awarded the Series A Bonds to a syndicate led by Goldman, Sachs & Co.

The Series A Bond proceeds will be used to make land purchases and other capital improvements pursuant to the Metro Open Spaces Program. The Series A Bonds constitute general obligations of Metro secured by Metro's full faith and credit and the taxing power of Metro. In accordance with law, Metro is required to levy annually a direct *ad valorem* tax on all of the taxable property within Metro's jurisdictional boundaries in an amount which, after taking into consideration discounts taken and delinquencies that may occur in the payment of such taxes and all other moneys reasonably available for the payment of debt service on the Series A Bonds, will be sufficient to pay when due the principal of and interest on the Series A Bonds.

Because issuance of the Series A Bonds was approved by the voters (see "Authorization" herein), the *ad valorem* taxes to be levied by Metro for the purpose of paying when due the principal of and interest on the Series A Bonds shall be levied and collected outside of, and in addition to, any taxes levied and collected by Metro in the future within its voter approved tax base. Metro has a voter approved tax base dedicated to the Metro Washington Park Zoo. Metro does not levy *ad valorem* property taxes for general purposes. The *ad valorem* taxes levied to pay the Series A Bonds are not subject to the property limitations imposed by Article XI, Section 11b of the Oregon Constitution (popularly known as "Ballot Measure 5") and thus Metro may levy and collect such *ad valorem* taxes in an amount sufficient to pay the Series A Bonds when due without regard to the rate or amount of such taxes.

Interest on the Series A Bonds is payable semiannually on March 1 and September 1, beginning March 1, 1996. The principal of, premium (if any) and interest on the Series A Bonds will be paid when due through the facilities of The Depository Trust Company, New York, New York ("DTC") in accordance with the rules, regulations and procedures established with respect to its Book Entry System. See "THE SERIES A BONDS - Book Entry System" herein for a more detailed description of the manner in which the principal of and interest on the Series A Bonds will be paid. The initial paying agent and registrar for the Series A Bonds is First Interstate Bank of Oregon, N.A., Portland, Oregon.

The Series A Bonds maturing after September 1, 2003, are subject to redemption prior to maturity at Metro's option as described herein.

The Series A Bonds will be issued as fully registered bonds in denominations of \$5,000 or integral multiples thereof. The Series A Bonds will be subject to the Book Entry System of registration, transfer and payment maintained by DTC. In accordance with the Book Entry System, the Series A Bonds will be registered initially in the name of Cede & Co., as nominee of DTC, securities depository with respect to the Series A Bonds. Individual purchasers of the Series A Bonds will not receive physical delivery of bond certificates. Transfers of the Series A Bonds will be effected through a Book-Entry System as described in the section entitled "THE BONDS - Book Entry System."

This cover page contains certain information for quick reference only. It is not a summary of this bond issue. Investors must read the entire official statement to obtain information essential to the making of an investment decision.

FOR THE MATURITY SCHEDULE, SEE INSIDE FRONT COVER.

The Series A Bonds are offered, when, as and if issued by Metro and accepted by Goldman, Sachs & Co., subject to the approving opinion of Stoel Rives, Portland, Oregon, as Bond Counsel. Certain legal matters will be passed upon for Metro by Daniel B. Cooper, General Counsel to Metro. It is expected that the Bonds will be available for delivery to DTC, in New York, New York, on September 13, 1995.

Dated: August 29, 1995

**NEW ISSUE  
BOOK-ENTRY ONLY**

**RATINGS: Standard & Poor's: AA+  
Moody's: Aa**

*In the opinion of Stoel Rives, Portland, Oregon, Bond Counsel to Metro, under existing laws, court decisions, rulings and regulations and subject to certain exceptions described herein: (i) assuming continuing compliance by Metro with its covenants relating to the federal tax-exempt status of the Series B Bonds, under Section 103 of the Internal Revenue Code of 1986, the interest on the Series B Bonds (including original issue discount properly allocable to an Owner) is not includable for federal income tax purposes in the gross incomes of the Owners thereof; and (ii) interest on the Series B Bonds (including any original issue discount properly allocable to an Owner) is exempt from present personal income taxes imposed by the State of Oregon. See "TAX EXEMPTION", herein.*

**\$5,219,923.06**

**METRO  
General Obligation Bonds  
(Open Spaces Program)  
1995 Series B  
(Capital Appreciation Bonds)**



**Dated: Date of Delivery**

**Due: September 1, as shown on the inside cover**

The Series B Bond proceeds will be used to make land purchases and other capital improvements pursuant to the Metro Open Spaces Program. The Series B Bonds constitute general obligations of Metro secured by Metro's full faith and credit and the taxing power of Metro. In accordance with law, Metro is required to levy annually a direct *ad valorem* tax on all of the taxable property within Metro's jurisdictional boundaries in an amount which, after taking into consideration discounts taken and delinquencies that may occur in the payment of such taxes and all other moneys reasonably available for the payment of debt service on the Series B Bonds, will be sufficient to pay when due the principal of and interest on the Series B Bonds.

Because issuance of the Series B Bonds was approved by the voters (see "THE BONDS — Voter Authorization and Legal Authority" herein), the *ad valorem* taxes to be levied by Metro for the purpose of paying when due the principal of and interest on the Series B Bonds shall be levied and collected outside of, and in addition to, any taxes levied and collected by Metro in the future within its voter approved tax base. Metro has a voter approved tax base dedicated to the Metro Washington Park Zoo. Metro does not levy *ad valorem* property taxes for general purposes. The *ad valorem* taxes levied to pay the Series B Bonds are not subject to the property limitations imposed by Article XI, Section 11b of the Oregon Constitution (popularly known as "Ballot Measure 5"). Accordingly, Metro may levy and collect such *ad valorem* taxes in an amount sufficient to pay the Series B Bonds when due without regard to the rate or amount of such taxes.

The Series B Bonds are being issued as capital appreciation bonds. The principal amount of each Series B Bond will accrue interest at the applicable rate from the date of delivery. Interest will be compounded semiannually on each March 1 and September 1, commencing March 1, 1996. All interest so accrued and compounded will be paid only at the stated maturity date. No interest will be paid prior to the stated maturity date. The Series B Bonds will be issued in denominations such that the principal amount plus all interest accruing and compounding through the stated maturity date (the "Maturity Amount") will equal the sum of \$1,000 or an integral multiple thereof. The Series B Bonds are not subject to redemption prior to maturity. (See "Market Risk" herein.)

The Series B Bonds will be issued in fully registered form and when issued will be registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as Securities Depository for the Series B Bonds. Individual purchases will be made in book-entry form only, in the Maturity Amounts of \$1,000, or Integral multiples thereof. Purchasers will not receive certificates representing their ownership interest in the Bonds. The Maturity Amount of the Series B Bonds will be paid by Metro to DTC which will in turn remit the Maturity Amount to its Participants for subsequent distribution to the Beneficial Owners of the Series B Bonds as described herein. The initial paying agent and registrar for the Series B Bonds is First Interstate Bank of Oregon, N.A., Portland, Oregon.

This cover page contains certain information for quick reference only. It is not a summary of this bond issue. Investors must read the entire official statement to obtain information essential to the making of an investment decision.

The Series B Bonds have been structured to be particularly attractive to individual investors that seek long-term capital accumulation by holding the Series B Bonds until their maturity. The Series B Bonds are not suitable, however, for all investors. The purchase of capital appreciation bonds which do not pay interest until maturity, such as the Series B Bonds, may result in greater price volatility than the purchase of current interest bearing obligations. Additionally, there is no assurance that a secondary market will develop and be maintained for the Series B Bonds. Prospective purchasers of the Series B Bonds should review the suitability of and investment in the Series B Bonds with a bank, broker or dealer qualified in accordance with the rules of the Municipal Securities Rulemaking Board.

**FOR THE MATURITY SCHEDULE, SEE INSIDE FRONT COVER.**

The Series B Bonds are offered when, as and if issued and delivered to the Underwriters, subject to prior sale, to withdrawal or to modification of the offer without notice, and to the delivery of the approving opinion of Stoel Rives, Portland, Oregon, Bond Counsel. Certain legal matters will be passed upon by Daniel B. Cooper, Esquire, General Counsel for Metro and by Preston Gates & Ellis, Portland, Oregon, counsel to the Underwriters. Metro has retained Public Financial Management, Inc. as financial advisor. It is expected that the Bonds will be available for delivery in New York, New York on October 11, 1995.

**Prudential Securities Incorporated**

**Edward D. Jones & Co.**

Dated: September 29, 1995

PRELIMINARY OFFICIAL STATEMENT DATED: October 2, 1995

COMPETITIVE NEW ISSUE - Book Entry Only  
SALE DATE: OCTOBER 18, 1995

RATINGS: Standard & Poor's Applied for  
Moody's Applied for

*In the opinion of Stoel Rives, Portland, Oregon, Bond Counsel to Metro, under existing laws, court decisions, rulings and regulations and subject to certain exceptions described herein: (i) assuming continuing compliance by Metro with its covenants relating to the federal tax-exempt status of the interest on the Series C Bonds, under Section 103 of the Internal Revenue code of 1986, as amended, the interest on the Series C Bonds is excludable for federal income tax purposes from the gross incomes of the Owners thereof; and (ii) interest on the Series C Bonds is exempt from present personal income taxes imposed by the State of Oregon. See "Tax Exemption" herein.*

\$56,210,000

METRO  
General Obligation Bonds  
(Open Spaces Program)  
1995 Series C



Dated: October 15, 1995

Due: September 1, as shown  
on the following page

The Series C Bonds are being offered by Metro in a competitive sale pursuant to a Notice of Bond Sale published by Metro on October 4, 1995 in the *Daily Journal of Commerce*, published in Portland, Oregon, and *The Bond Buyer*, published in New York, New York. Copies of such Notice of Bond Sale may be obtained from Metro by contacting Craig Prosser, 600 NE Grand Avenue, Portland, Oregon 97232, phone: (503) 797-1566, or Metro's Financial Advisor, Public Financial Management, Inc., 1000 SW Broadway, Suite 1500, Portland, Oregon, Attention: Chip Pierce, phone: (503) 223-3383.

The Series C Bond proceeds will be used to make land purchases and other capital improvements pursuant to the Metro Open Spaces Program. The Series C Bonds constitute general obligations of Metro secured by Metro's full faith and credit and the taxing power of Metro. In accordance with law, Metro is required to levy annually a direct *ad valorem* tax on all of the taxable property within Metro's jurisdictional boundaries in an amount which, after taking into consideration discounts taken and delinquencies that may occur in the payment of such taxes and all other moneys reasonably available for the payment of debt service on the Series C Bonds, will be sufficient to pay when due the principal of and interest on the Series C Bonds.

Because issuance of the Series C Bonds was approved by the voters (see "THE BONDS" - Voter Authorization and Legal Authority" herein), the *ad valorem* taxes to be levied by Metro for the purpose of paying when due the principal of and interest on the Series C Bonds shall be levied and collected outside of, and in addition to, any taxes levied and collected by Metro in the future within its voter approved tax base. Metro has a voter approved tax base dedicated to the Metro Washington Park Zoo. Metro does not levy *ad valorem* property taxes for general purposes. The *ad valorem* taxes levied to pay the Series C Bonds are not subject to the property limitations imposed by Article XI, Section 11b of the Oregon Constitution (popularly known as "Ballot Measure 5") and thus Metro may levy and collect such *ad valorem* taxes in an amount sufficient to pay the Series C Bonds when due without regard to the rate or amount of such taxes.

Interest on the Series C Bonds is payable semiannually on March 1 and September 1, beginning March 1, 1996. The principal of, premium (if any) and interest on the Series C Bonds will be paid when due through the facilities of The Depository Trust Company, New York, New York ("DTC") in accordance with the rules, regulations and procedures established with respect to its Book Entry System. See "THE SERIES C BONDS - Book Entry System" herein for a more detailed description of the manner in which the principal of and interest on the Series C Bonds will be paid. The initial paying agent and registrar for the Series C Bonds is First Interstate Bank of Oregon, N.A., Portland, Oregon.

The Series C Bonds maturing after September 1, 2003, are subject to redemption prior to maturity at Metro's option as described herein.

The Series C Bonds will be issued as fully registered bonds in denominations of \$5,000 or integral multiples thereof. The Series C Bonds will be subject to the Book Entry System of registration, transfer and payment maintained by DTC. In accordance with the Book Entry System, the Series C Bonds will be registered initially in the name of Cede & Co., as nominee of DTC, securities depository with respect to the Series C Bonds. Individual purchasers of the Series C Bonds will not receive physical delivery of bond certificates. Transfers of the Series C Bonds will be effected through a Book-Entry System as described in the section entitled "THE BONDS - Book Entry System."

This cover page contains certain information for quick reference only. It is not a summary of this bond issue. Investors must read the entire official statement to obtain information essential to the making of an investment decision.

FOR THE MATURITY SCHEDULE, SEE INSIDE FRONT COVER.

The Series C Bonds are offered, when, as and if issued by Metro and accepted by the successful bidder, subject to the approving opinion of Stoel Rives, Portland, Oregon, as Bond Counsel. Certain legal matters will be passed upon for Metro by Daniel B. Cooper, General Counsel to Metro. It is expected that the Bonds will be available for delivery to DTC, in New York, New York, on or about November 2, 1995.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may an offer to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

## PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, located at 600 N.E. Grand Avenue, Portland, OR 97232-2736, and \_\_\_\_\_, referred to herein as "Contractor," located at \_\_\_\_\_

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

1. Duration. This personal services agreement shall be effective and shall remain in effect until and including \_\_\_\_\_, unless terminated or extended as provided in this Agreement.
2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Exhibit A -- Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.
3. Payment. Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed \_\_\_\_\_ AND /100THS DOLLARS (\$\_\_\_\_\_).
4. Insurance.
  - a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
    - (1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability. The policy must be endorsed with contractual liability coverage; and
    - (2) Automobile bodily injury and property damage liability insurance.
  - b. Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.

c. Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.

d. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.

e. If required by the Scope of Work, Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in the minimum amount of \$500,000. Contractor shall provide to Metro a certificate of this insurance, and 30 days' advance notice of material change or cancellation.

5. Indemnification. Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.

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

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

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

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

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

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

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

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

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

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

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

_____	METRO
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

AGENDA ITEM 8.1  
Meeting Date: November 2, 1995

**Resolution No. 95-2223, Exempting the Procurement of the Chimpanzee Climbing Structures at the Metro Washington Park Zoo From Sealed Bids**



FINANCE COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 95-2223, FOR THE PURPOSE OF EXEMPTING THE PROCUREMENT OF THE CHIMPANZEE CLIMBING STRUCTURE AT THE METRO WASHINGTON PARK ZOO FROM SEALED BIDS

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Date: October 27, 1995

Presented by: Councilor McLain

Committee Recommendation: At the October 26 meeting, the Committee voted 5-0 to recommend Council adoption of Resolution No. 95-2223. Voting in favor: Councilors McCaig, McFarland, McLain, Monroe, and Washington.

Committee Issues/Discussion: Sherry Sheng, Zoo Director, presented the staff report and explained the purpose of the resolution. She noted that the resolution requests an exemption from Metro Code provisions related to the requirement of sealed bids for certain contracts. The exemption would allow the zoo to procure design/build proposals for a chimpanzee climbing structure. The zoo had originally proposed separate contracts for design and construction in the FY 94-95 budget. Sheng indicated that, upon further review, staff determined that a combined design/build proposal would reduce the overall cost of the project by insuring that a design would be buildable, eliminate potential disputes between separate designers and builders, and reduce contract administration time.

Sheng indicated that the project would be advertised nationally because there are probably only three to five firms that specialize in the design and construction of zoo exhibits.

Council Analyst Houser asked why the estimated cost of the project had increased from \$70,000 to \$90,000. Sheng explained that staff's original approach to design and build the structure needed to be modified as the scope of the project became more complex and certain improvements were added.

Councilor McFarland asked about the timetable for completing the project. Sheng noted that proposers would have about 6 weeks to respond to the RFP. Following the selection of the successful vendor, it is anticipated that the detailed design work would take about one month and that fabrication and installation would take about 2-3 months. Sheng indicated that it is the zoo's desire that the project be completed prior to the arrival of warmer weather to avoid having to keep the animals inside.

Councilor Washington encouraged staff to use local firms and workers for the project.

Staff Report

CONSIDERATION OF RESOLUTION NO. 95-2223 EXEMPTING THE  
PROCUREMENT OF THE CHIMPANZEE CLIMBING STRUCTURES AT THE  
METRO WASHINGTON PARK ZOO FROM SEALED BIDS

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Date: October 6, 1995

Presented by: Sherry Sheng

Factual Background and Analysis

Metro staff have prepared a Request for Proposals for a new climbing structure to be installed at Chimp Island at the Metro Washington Park Zoo. Zoo staff, along with Administrative Services staff, recommended that a design/build proposal process be utilized for this project. This will allow the procurement of both design services along with fabrication/installation services rather than contracting independently for these two elements. Metro Code requires that a project such as this utilize the more typical sealed bid process unless an exemption is authorized by the Contract Review Board. To exempt a contract, the Review Board must find that allowing the proposal rather the sealed bid process will not encourage favoritism or substantially diminish competition and will result in substantial cost savings.

The design/build method is being recommended for several reasons. The method, which is generally recognized as a modern and innovative contracting method by other governments, is considered a "fast track" approach which will result in shortening the project's schedule. It realizes time savings by combining the procurement of both the design and the build elements and by allowing design and build activities to overlap. Cost savings naturally accrue when the project's time schedule is shortened.

In addition to a shortened project schedule, cost savings are anticipated due to the single source contract which results from a design/build approach. Typically, design errors are the responsibility of the owner under the traditional design/bid process which pits designer against builder in an adversarial role. In a design/build contract, the designer and builder are on the same team and must cooperate as they seek creative solutions. Change orders due to faulty design are non-existent.

Staff expect that the resulting climbing structure will be a better quality product by utilizing the proposal process which allows for evaluation and selection based on other factors in addition to cost. Specifically, the selection committee will review the climbing structure proposals by evaluating qualifications, demonstrated experience on similar past projects, proposed design and fabrication approach and cost. Competition among the firms which specialize in this type of work will not be lessened because of a "qualifications and cost" approach utilized in the RFP. The five to six firms recognized for their expertise in this specialized industry most often work under this type of contracting arrangement. Many if not all are expected to submit a proposal.

Lastly, the design/build procurement method has been utilized successfully in the past by Metro for both large and small contracts. The renovation of the Metro Regional Center and the mole rat exhibit at the Zoo are two examples of successful and cost effective projects which were completed by design/build contractors.

### Budget Impact

Zoo staff have estimated the project will cost \$90,000 to complete. The FY 1994-95 budget included appropriations of \$70,000 from the Zoo operating fund for this project in two separate line items. Specifically, \$35,000 has been budgeted in each of the capital accounts under the line item entitled "construction work/material - building, related" in both the Facilities Management and Design Services budgets. Zoo staff expect to fund the remaining \$20,000 from cost savings realized from within those budget line items.

### Recommendation

Metro staff recommend that the RFP for the Chimpanzee Climbing Structure for the Metro Washington Park Zoo be granted an exemption from the sealed bid procurement method in favor of utilizing the proposal procurement method.

BEFORE THE METRO CONTRACT REVIEW BOARD

FOR THE PURPOSE OF EXEMPTING THE ) RESOLUTION NO. 95-2223  
PROCUREMENT OF THE CHIMPANZEE )  
CLIMBING STRUCTURE AT THE METRO )  
WASHINGTON PARK ZOO FROM SEALED ) Introduced by  
BIDS ) Regional Facilities Committee

WHEREAS, Metro staff have prepared the Request for Proposals (RFP) for Design/Build of the Chimpanzee Climbing Structures at the Metro Washington Park Zoo; and

WHEREAS, the RFP is designed to select a single contractor who would be responsible for the design, fabrication and installation of the structures; and

WHEREAS, criteria which will be evaluated during the selection process include qualifications, demonstrated experience on similar past projects; proposed design and fabrication approach and cost; and

WHEREAS, the design/build procurement method has been employed successfully by Metro and is recognized as a modern and innovative contracting method; and

WHEREAS, this procurement method provides for competition in accordance with the procedures provided for in Metro Code Section 2.04.053

WHEREAS, the Metro Code requires that the sealed bid process be utilized for procurement of such an item unless exempted by the Metro Contract Review Board, now therefore;

BE IT RESOLVED, That the Metro Contract Review Board take the following action:

1. Adopts the findings attached as Exhibit A.

2. Exempts the chimpanzee climbing structure contract from sealed bid process pursuant to Metro Code 2.04.041 subject to the use of an RFP process consistent with the procedures provided in Metro Code Section 2.04.053.

ADOPTED by the Metro Contract Review Board this \_\_\_\_ day of \_\_\_\_\_, 1995.

\_\_\_\_\_  
J. Ruth McFarland, Presiding Officer

Approved as to Form:

\_\_\_\_\_  
Daniel B. Cooper, General Counsel

Exhibit A

FINDINGS

CHIMPANZEE CLIMBING STRUCTURES DESIGN/BUILD RFP PROCESS

Metro Washington Park Zoo

As required by ORS 279.015(2)(a), Metro Contract Review Board finds that exempting the Chimpanzee Climbing Structures Design/Build Process from sealed bidding process is unlikely to encourage favoritism or substantially diminish competition because:

1. Five to six firms, located throughout the country, are recognized as experts in the specialized field of design and fabrication of equipment, including climbing structures, for chimpanzees. These firms regularly contract with zoo located around the country for such work. They are familiar with the design/build contracting method and most often work under this arrangement, thus employment of the design/build process will not diminish competition.
2. The criteria which will utilized to select the contractor include performance-based criteria in addition to cost. The team which will select the contractor will include members of Metro's animal management and contracting staff. The decision will be based on objective criteria cited in the RFP and will not result in favoritism.

As required by ORS 279.015 (2)(a), Metro Contract Review Board finds that exempting the RFP for the Chimpanzee Climbing Structure for the Metro Washington Park Zoo from the sealed bidding process will result in substantial cost savings because:

1. The design/build process is a "fast track" method which will compress the project schedule by simultaneously selecting the design and construction services and by allowing the contractor to commence initial elements of the project such as demolition of the existing structure while the design process is initiated. Such shortening of the project schedule will reduce Metro staff time and result in cost savings.
2. The design/build process typically results in far less change orders related to faulty design because the designer and the builder are on the same team and work together on creative solutions for completing the project within budget rather than the adversarial role which is typical in the design/bid approach. Cost savings will result when design driven change orders are reduced or eliminated.

## MINUTES OF THE METRO COUNCIL MEETING

October 12, 1995

Council Chamber

**Councilors Present:** Ruth McFarland (Presiding Officer), Rod Monroe (Deputy Presiding Officer), Jon Kvistad, Patricia McCaig, Susan McLain, Don Morissette, Ed Washington

**Councilors Absent:** None

Presiding Officer McFarland called the meeting to order at 2:00 p.m.

### 1. INTRODUCTIONS

none

### 2. CITIZEN COMMUNICATIONS

none

### 3. EXECUTIVE OFFICER COMMUNICATIONS

none

### 4. CONSENT AGENDA

#### 4.1 Consideration of Minutes for the October 5, 1995 Metro Council Meeting.

**Motion:** *Councilor Monroe moved for adoption of the consent agenda*

**Vote:** *All those present voted aye, with Councilor McCaig absent. The vote was 6-0 and the motion passed unanimously.*

### 5. APPROVAL OF A METRO POSITION ON GOAL FIVE RULE REVISION

Councilor McLain stated the draft Metro testimony for the October 19 LCDC Committee hearing on Goal Five Rule Revisions passed out of the Growth Management Committee on Tuesday, October 10. For this testimony to be presented October 19, it needs approval from the Council and the Executive Officer.

Larry Shaw, Senior Assistant Counsel, explained the purpose for the draft testimony, which is included in the permanent meeting record along with a related October 11 and October 6 memo from Shaw to the Council. This testimony will be presented at a hearing that is part of a year-long LCDC Committee working on amendments to make major revisions to Goal 5. The committee has released a first draft of its proposed changes, and this testimony goes to that first draft. This is Metro's major opportunity to make a proposal for incorporation into the second draft.

The LCDC Committee's proposal is a major proposal from the state's point of view, since the state has not been able to agree on anything like this to put into their Rule in the past. This proposal is fairly conservative in terms of implementing 2040, and Metro views it as a way to get clear compliance with Goal 5 for a proposal that is coming soon to the Council from MPAC on early implementation of 2040. Staff is trying to get a similar proposal written into the Goal 5 rule, so that when Metro has to make findings on Goal 5 - when we take action next March or April - hopefully Metro can say that what we are taking action on is something very similar to what's in the Goal 5 rule. Thus, the strategy is to seek pre-approval for some actions that the Council is anticipating taking as early implementation of 2040.

Mr. Shaw said the first draft hearing is October 19 and another hearing will be held December 8 on the second draft in front of the full LCDC Commission. They won't take action then, but they anticipate being down to the fine tuning. The commission then anticipates having follow-up hearings and taking action in the spring of 1996. They have to take action in time that the Rule revisions are in place and understood before the Legislature convenes and wants to look over their shoulder.

Mr. Shaw said the intent is Metro's position will be presented as written testimony. Executive Officer Mike Burton has already given his support for the draft testimony. Mr. Burton has stated he will present the testimony orally if accompanied by a Council representative.

Mr. Shaw read portions of the draft testimony and explained it in-depth to the Council.

Mr. Shaw responded to a question from Presiding Officer McFarland that until some of these goals area adopted, local government jurisdictions can go ahead and develop lands that ultimately would be protected. He added, however, that a lot of the larger jurisdictions have completed a lot of goal work and so there are some protections in place. A lot of those protections are conditional and a lot of them are incomplete. Advocates for stream protection would say most of the protections are inadequate. Portland is one major jurisdiction that has tried to do protections and their ordinance is now in the court of appeals. They have had trouble because the existing Goal 5 is so vague and unclear, it's hard for a jurisdiction like Portland to demonstrate their compliance. This is why LCDC is reviewing the goal, because there have been many problems in interpreting and applying it.

Councilor McLain stated even though the definite conversation of how this might be used was not completed, the Metro advisory groups who have heard Mr. Shaw's presentation felt very comfortable with this place-holder position. These revisions will help not just regional government and the regional 2040 Plan or Greenspaces, but also some of the local Goal 5 goals. Metro got support from WPAC to go forward with the understanding that WPAC sees this as a place holder for discussions to bring about the clarity we need for the Metro approach. In the MPAC meeting the previous evening, one of the county commission chairs sounded very excited about the conversation and very interested in going forward together. She feels the Council is making it very clear that Metro is not willing to live with a fuzzy Goal 5 and we want to help bring about the clarity that will help the jurisdictions that have to deal with it in their land use planning.

Councilor Morissette stated he wants to support this testimony, but he has the same concern as in the committee meeting. He read the last sentence on the bottom of page 2 and suggested adding after the last period phrasing such as: "to see that the property continued to be buildable or a reasonable balance between building a typical home and protecting the stream



corridor. If the balance cannot be found that the property would be purchased at market rate." His reason for this request is to be more specific about the language Metro wants to see in a variance proceeding that could potentially be used.

Mr. Shaw stated the basis for the variance would include if taking a buildable lot and making it unbuildable, then take off the protection rather than purchase the property. That was the intent of his language. He doesn't want to distract the Goal 5 people with our purchase program. He suggested adding instead a sentence about what the basis for the variance would be.

Councilor Morissette asked if he votes yes on this proposal today, will he and Mr. Shaw draft better language before the testimony is presented to LCDC.

Presiding Officer McFarland stated that if we change the language, it should be checked with all councilors.

Mr. Shaw suggested language stating: "The basis for the variance must include relief for any property that has been converted from a buildable lot to an unbuildable lot."

Councilor Morissette requested he add "of typical housing nature."

Presiding Officer McFarland said she's not comfortable with adding more to Mr. Shaw's language because it cuts too fine a point.

Mr. Shaw stated we will be able to define buildable and unbuildable lots in our model ordinance, which is an appropriate place to get to that detail.

In response to a question from Councilor Monroe, Mr. Shaw stated that on page 2, the fourth paragraph should read "streams wider than 50 feet" instead of 50 inches.

Councilor Morissette requested that a written copy of Mr. Shaw's suggested additional language be given to him before he votes on it today.

Mr. Shaw stated the one last issue in the testimony is a repeat from Metro's December 1994 testimony. The issue was, of the 12 Goal 5 resources that are in the current Goal 5, open space the way they define open space got a lower priority. Wetlands is separate from open space in their criteria. It is still in LCDC's proposed rule to make open space work voluntary on the part of local governments statewide. Metro opposed that in 1994 and offered as an alternative the easing of requirements on open space work be done for the rest of the state, but inside the Metro region the requirement remain.

Councilor Washington expressed concern that reviewing the specific wording of this testimony is committee work. He asked if the Council is dealing with this today just because of the October 19 deadline.

Mr. Shaw responded that a Metro position is needed by then and so Council needs to vote on a Metro position.

Councilor Washington stated that when Council gets involved in these short time frames, they end up doing what is truly committee work. He asked why the Council is getting this at this 11th hour.

Mr. Shaw responded that this proposed testimony has been before the Land Use Committee twice. Comments from those committee members are the amendments and revisions before the Council now.

*Council members received a copy of Mr. Shaw's suggested language to meet Councilor Morissette's request.*

Councilor Morissette asked for the meaning of "relief."

Mr. Shaw responded it means to him that Metro is going to write an ordinance that says the protection and the regulation comes off to the extent necessary to make that lot buildable again.

***Motion:** Councilor McCaig moved, seconded by Councilor McLain, to adopt the proposed position as Metro's testimony.*

Councilor Washington asked what this action holds the Council to, since it is not an ordinance. Mr. Shaw responded that it takes a position in front of the agency, in this case LCDC, that has the authority to basically write the ordinance or rule. Metro doesn't have the authority to write the ordinance to bind them.

Daniel Cooper, General Counsel, explained that staff wants Council approval so when they present testimony staff is speaking on behalf of the entire Metro agency. This vote does not legally bind the Council to anything.

***Vote:** All those present voted aye. The vote was 7-0 and the motion passed unanimously.*

## 6. ORDINANCES -- FIRST READINGS

### 6.1 Ordinance No. 95-617, An Ordinance Amending the FY 1995-96 Budget and Appropriations Schedule Transferring \$20,000 from the General Fund to the Building Management Fund for the Purpose of Building Improvements Necessary to Accommodate the Open Spaces Program Office Needs, and Declaring an Emergency.

The clerk read the ordinance by title only.

Presiding Officer McFarland stated this ordinance will be moved directly to a second reading at the next Council meeting October 19 due to a feeling of urgency.

Councilor McCaig stated that expedited movement of decisions is not something the Council should make a pattern out of doing. The message needs to be sent throughout the agency that Council meets every Thursday - it is not a surprise. Council expects a pattern that gives them more time to work an issue through a legitimate process. It is much better to have a process which allows input from the committee structure, rather than continuing to do business this way. She then explained the ordinance, which requests \$20,000 be transferred from one fund to another in order to accommodate the growth that is going to occur in the staffing of the Open Spaces program as a result of the successful passage of the bond measure. Staff knew

since May this growth was going to happen, so the ordinance could have come to Council earlier.

Councilor Kvistad stated there are changes and moves happening in the building and Council is not being informed. He requested the Regional Facilities Committee look into the agency's facility management.

The Presiding Officer opened a public hearing. No one came forward to testify so the public hearing was declared closed.

## 7. ORDINANCES -- SECOND READINGS

### 7.1 Ordinance No. 95-616 A, An Ordinance Amending the FY 1995-96 Budget and Appropriations Schedule for the Purpose of Reorganizing the Staff of the Council Office, Creating New Positions, Reducing Staffing Levels for the Office of Citizen Involvement, and Declaring an Emergency.

The clerk read the ordinance by title only.

***Motion:*** Councilor McLain moved to amend Ordinance No. 95-616-A.

Councilor McLain explained the amended -A ordinance results from an incorrect title in Exhibit A. The title needs to say "Temporary Help Service" rather than temporary professional service.

In response to a question from Presiding Officer McFarland, Senior Analyst John Houser explained that the ordinance was originally drafted with a line item under personal services that was titled "Temporary Professional Support." This line item was included to create a line item to pay for the temporary employee the Council currently has working in the office. He was subsequently advised by Finance staff that because this support is basically clerical in nature, for budgeting purposes it should show as "Temporary Help Services" under "Materials and Services." There was no overall monetary effect by making this change. It simply places it in a more correct accounting code for budgeting purposes.

In response to a question from Councilor Morissette, Mr. Houser replied that the Council's changes under this ordinance will be at less cost than what is currently budgeted for.

The Presiding Officer called for a second to amend the ordinance.

***Second:*** Councilor Monroe seconded the motion to amend the ordinance.

***Vote:*** All those present voted aye. The vote was 7-0 and the motion passed unanimously.

Councilor McLain spoke to Ordinance No. 95-616-A. She stated this ordinance is before the Council for a number of reasons. When the Council make-up was changed from 13 members to 7 through the Charter, the Council reviewed the structure of the office in December of 1994. The Council agreed that after six or seven months in 1995, they would again review the staffing structure and functions that each councilor felt were important. It was then decided the

Council had a window of opportunity to review staffing because quite a few staff members were leaving due to job advancements in other areas and taking other positions. It seemed important to conduct the review before new hires were made.

She continued that the Councilors began brainstorming and at the end of August, councilors began to put together different ideas and staffing scenarios they had. A formal work session was called for September 29, 1995, following the Presiding Officer's return from vacation. However, because the Presiding Officer returned from vacation one week early, it was requested the formal work session be held on September 22, 1995. It was hoped the work session would produce a product that would better service the public, the Council and the councilors, while at the same time using the same budget level resource.

Councilor McLain stated that after last week's Council meeting on October 5, it was offered that a work session could be held sometime during this week. The councilor who had asked for the work session chose not to use it. The product now before the Council in the form of an ordinance includes the following: an office manager, who would be responsible for the general office administration; a receptionist; one general analyst; and seven council assistants (hired by a committee of three councilors) to the function of supporting the Council, the six standing committees, the Council outreach, citizen contact, scheduling and policy-related work.

Councilor McLain explained that in the ordinance, there are ranges in the salaries. The salary range of council assistants has been taken to range 8. Also, the salary for the office manager is listed at \$38,000 - \$42,000. The other item dealing with a budgetary change, takes a portion of the support service for MCCI and moves it into a temporary line item. The rest of the funds are then put back into the support service contingency fund, on Page 2 of the Staff Report.

She stated that all councilors have been invited by the MCCI to attend their regular October 18 meeting to work through their needs, concerns and issues with the budget. One of the reasons MCCI support staffing was moved to the temporary help services fund was so MCCI could have more opportunity for specific focus projects and have more opportunity to approach the Council when they feel they have a need that is not being met. Also, MCCI is very frustrated that they never have the same clerk recording their meetings. They want some solidarity and some strong functional work done.

Councilor McLain stated there is a very deep need on this Council to make sure councilors can handle the workload that has been given to them for a district that reaches 182,000 people. Much of the time they get comments that a person didn't get a call back or didn't receive something, like an agenda, in the mail. Councilors want to make sure their hard-working staff has all the ability possible to make sure they can do their job and do it smoothly and well. Shee think this ordinance will help the Council to begin dealing with this particular issue.

Councilor McCaig stated she thinks that had the process been a little bit better the Council might have had a better proposal in front of them. Speaking specifically to the proposed ordinance, Councilor McCaig said she doesn't want her opposition to be construed as not appreciating or understanding the hard work that every member of the Council does. There's not a night she leaves that Councilor Washington's car isn't here or Councilor McLain isn't here first thing in the morning. It's remarkable the work load councilors have.

She said she genuinely believes the Council is taking the wrong direction with this proposal. It comes from her personal belief that this Council's strength rests in its collective strength.

Individually, councilors don't make very much difference. Councilors' authority and respect throughout this region, results from a collective agenda. That's what the Council means. The ability to oversee the policies and establish the policies only come about because they are strong as a Council. The structure they are putting in place makes it more difficult to enhance the collective. In fact, it moves the Council in the direction of enhancing the strength of the individual. They are looking at requiring more respect and loyalty to the individual councilor than to the institution, to the government, to the Council as a whole.

By moving forward with this proposal, councilors have ignored the piece which she thought they were setting out to deal with originally – what were the things the Council as a collective needed in order to pursue the broader goals of this government. Instead of addressing those issues, the Council has moved in the other direction. As a result of the process, councilors didn't talk to other governments who have had this same struggle. Moving in this direction over time will see an increase in the number of staffing for the elected official. Every history and trend in elected government proves moving away from the collective towards the individual brings about an increase in staffing over time.

Councilor McCaig commended Councilor Morissette for keeping changes within the current budget, but ultimately, more people means more time which means more work. There are councilors on this body that with more people, more time and more work, will need more people four years from now. Four years from that they'll have a case for more people.

She urged the councilors to reconsider the proposal. She thinks the Council was on the verge of doing very good things for this government, such as the successful Open Spaces measure. They had an agreement that the Council was going to move to rebuild the public trust in this government. Whether one agrees with the public perception or not, this proposal damages the Council and everything they want to do for the next year. It will be used against them. There are councilors who advocate going to the ballot for a gas tax. The population will not separate these actions for their request for more money. There will be confusion about what the Council is using that money for and it will damage the Council's abilities every single time they want to go to the ballot with one of these issues that are important for this region.

The Presiding Officer opened the public hearing.

1.) Geoff Hyde, MCCI Steering Committee member. He distributed a packet of information put together by the MCCI's analyst, which is included in the permanent meeting record. Mr. Hyde stated he was asked to come to the hearing on behalf of MCCI, but his comments are his own. He came today not to argue the councilors' need for "personal assistants," but rather to suggest this emergency ordinance is not the way this problem should be handled. Last spring a budget for the Council was presented, made available for inspection, and discussed over several months. This ordinance being heard today was only brought to the light of public scrutiny two weeks ago, and this is to be the only public hearing.

When the budget was passed last spring, it was based on certain jobs with definite descriptions. This is what the public expected to see in the Council's department for the following year. To totally change the composition of the department now is to break a trust with the public. There seems to be a belief among the councilors that since this restructuring is revenue neutral, it doesn't matter how positions and job descriptions are changed around. He strongly disagrees. If he gives someone a bid on a job for \$10,000 based on materials and two helpers, and then later on he decides he doesn't want to work quite as hard and he wishes to

bring on two more workers, to get the same profit he'd have to reduce the quality of his supplies to make up for the extra labor costs. He said if this happened to the Council and they had contracted him with him to do the job, they would not be happy.

Mr. Hyde stated he feels the public expects the Council to spend its budget the way it presented it last spring. If there are problems with the way the department is currently structured, that should be presented this January with a new structure and budget request. Until last week, he did not know the current structure had failed to work, or if the changes made at the beginning of the year are the reason the established structure in the years before is now failing. Whatever the reason, it deserves more research and scrutiny by the public and others than an emergency ordinance allows. He finds it very dangerous to use the term "emergency" legislation when there is nothing involved here that threatens the public health, safety or welfare of the Metro area.

He believes the reduction of analyst level staffing will weaken the Council by reducing the amount of processed and neutralized information that is available to the Council. In a structure such as Metro's, with an elected Executive in charge of the working departments, he believes it is necessary to have policies analyzed by professionals that are separated from the working department. The department analysts are only human, and will tend to supply information to the Council that supports the tack the administrative side has chosen. An analyst for the Council, on the other hand, will be pushed to look at facts from all sides or risk the wrath of individual councilors for not giving a balanced report. This helps the Council steer a department that may be getting off course back onto the right path. This will help Metro make better decisions and be more responsive to the public. And, in the end, any restructuring should serve the public.

In respect to the staffing of the MCCI, Mr. Hyde stated he thought that commitment was made to the MCCI last spring when the budget was worked out. The Council also signed on to a pilot program with the Electronic Bulletin Board. MCCI got it up and running with the help of an ad hoc committee of citizens. It seemed to be working while the consultant was still on board, but when he left, the staff support left. The MCCI was perfectly willing to use their .45 staff support to keep it updated, but that wasn't allowed. That bulletin board has half of a note from an August meeting on it. Anybody who deals with computers and bulletin boards knows that when you dial in and the information is two or three months old, you say "these people aren't into it, they're flaky, they're not getting their information out." This old message should at least be eliminated.

MCCI also was willing to use some of their professional funds to help set up Web Pages, which are now being looked at by the rest of Metro. Now it appears with the restructuring, they will need that money to pay for a temp to help with minutes, mailings and other staffing needs. Many of the volunteer members of the MCCI have spent hours helping out in staffing, testifying at hearings and doing things which could and should be done by staff if available. It is not fair to the MCCI to be expected to put in the number of hours the last two chairs have, just to fill in for the staff support the charter says the committee should get. Both the last chair and present chair have put in numerous extra hours. It is a volunteer position and committee members do volunteer, but there is a limit to how many hours the Council should expect the Metro volunteers to put in to take care of a lack of staffing.

Mr. Hyde continued that even though he said he was not present to argue about the councilors' need for personal assistants, he must speak to some misgivings that people in the community

have shared with him. He knows being a councilor is not a full-time job, but the fact is some councilors spend many more hours in Metro work than others. The pay for councilors is not full-time so the public can't expect councilors to put in 50 to 60 hours a week. However, if the job has evolved to the point where it demands a full-time, fairly paid Council, so be it. Present a charter amendment to the public and let them evaluate it. One of the duties of the assistants as proposed, is to attend meetings for the councilors. From the people he has talked to, they don't want to see councilors' assistants at meetings. They want to see their elected councilor. He certainly hopes the assistants are not going to be attending policy meetings such as MPAC and JPACT, because the public really doesn't want to see assistants at policy meetings.

Mr. Hyde concluded that Metro has had a hard time with its public image. From the comments he has heard, this move will not enhance the image of either Metro or the Council. It is not too late to reconsider a decision people have been told has already been made before this public hearing. If changes are needed, present them with the next budget in a fair and a public forum.

Councilor McLain asked to clarify incorrect factual statements made by Mr. Hyde. She has met with both the MCCI analyst, Judy Shioishi, and the Chairman Ric Buhler, and has indicated during this transition time of allowing MCCI more support and not less. She has stated previously that any staff time they need for the clerking of the minutes will be provided, even if it comes out of her personal staff time. Secondly, regarding the EBB, she has met both with the MCCI members and the Steering Committee, and was told the MCCI as a general membership believes the Web Page is a better answer than continuing the EBB. A question asked of her at the last MCCI meeting was why hasn't the EBB been updated. The answer she gave is that both the staff people in the Council office who were trained to do it, no longer work for the Council. Also, the MCCI has indicated they would like to see the money that might be left for that pilot project go toward a Web Page. We will make sure that anything left from August will be taken off right after this meeting.

Councilor McLain also addressed Mr. Hyde's remarks regarding the analysts. She's been on the Council since 1991. In 1991 and 1992, she had a four-fifths teaching job and was here as a night-time councilor. She needed three or four analysts to be able to do the legwork during the day and get the information for her as the policy maker to actually do the analysis and make the decisions. When the charter took effect in 1992 and she came on as a half-time worker of about 45-50 hours a week, she no longer needed that type of analysis. That "outside of the department" analysis is something she can get with fact-finding, using staff who do not need to receive that high level salary. Plus, it's more helpful to her. This proposed structure is set up to not fragment what the workers in the office are doing and what the councilors are trying to do. There may be a time when this Council goes back to 13 members or goes to full-time councilor status. At the present time, councilors indicated they want to work within present budget resources and make sure they are simply used better.

She said if the Council had stuck with the budget as presented in January and hired under a structure they knew had not been working for the Council or for the public, it would not have been good public policy. What councilors tried to do with this proposal is use the same resources as was presented in the budget of January and make sure they were utilized better for the last three months of the year. Councilors are dedicated to making sure the Council and the Council staff are working to the betterment, first of all, of the public and the public dollar, and then of the Council, the committees and the councilors.

Councilor Monroe asked Mr. Hyde if the current staffing for MCCI is adequate, effective and efficient.

Mr. Hyde responded that he doesn't think MCCI ever got the full use of their .45 staff person. It has been rumored that MCCI's jobs are the least important, so when staff members have a list of jobs to do, MCCI's job is put at the bottom. Whether that was their choice or they were instructed to do this, he doesn't know.

Councilor Monroe stated he is personally committed to dealing with these staffing problems. He said Mr. Hyde's earlier statement that any budget changes should be made within the regular budget cycle is a logical statement. However, the problem is that right now the Council is without full personnel. It's easier to make staff changes when you have vacancies. All councilors he has talked with are committed to solving MCCI's staffing problems.

Presiding Officer McFarland addressed Mr. Hyde's testimony that this is the first public hearing for the ordinance. She did allow public testimony last week during the first reading and MCCI Chair Ric Buhler testified.

Mr. Hyde stated he appreciates the offer of help, but there is a change every year. Every year there is a new presiding officer and new councilors. MCCI feels uncomfortable that the commitment is not codified or written down. The public perception is still that the councilors wanted personal assistants and so they decided how to take this situation and use it. It may not be correct, but that is the public perception.

Councilor McCaig stated that although a public hearing was opened at the last meeting, she didn't know there was going to be one since it was the first reading. In deference to Mr. Hyde, others who got the agenda and saw it listed as a first reading may not have known there would be an opportunity to testify because it is unusual to have one at a first reading.

The Presiding Officer declared the public hearing closed.

Councilor Morissette stated he has two comments based on what he has heard today, and he is willing to look at a way to make the system work better. In reference to Councilor McCaig's comment about staffing levels will keep growing, language can be put into the ordinance stating it is the Council's goal and commitment to see that staffing levels don't continue to grow. The other could be that the Council will review the collective as opposed to the individual support they get from individual councilors, so the Council can have that collective process.

He suggested when the replacement office manager is in place, the Council could make this an open opportunity for that manager to look at the process and make sure the Council doesn't create division. He suggested adding language such as: "The manager will have an opportunity to review the staffing to make sure there isn't divisions and individual agendas sacrificed at the collective benefit of the whole." Likewise, the 25 percent staff time commitment to committee work may have to be reviewed and the percentage may have to be adjusted if 25 percent isn't enough to keep the collective process working. Also, he wants to be fair to MCCI. His support for this ordinance wasn't designed around hurting the potential for MCCI to perform their duties.

Councilor McLain asked Councilor Morissette to look at Page 15 of the packet, which is a copy of Ordinance No. 95-616. She stated the ordinance doesn't say anything about how the



transition will take place. The transition work Councilor Morissette spoke of, such as the amount of time council assistants would spend on individual committee work or on MCCI work, is not spelled out. All this ordinance does is set up the structure so the appropriate funds are in the appropriate columns. It would not be appropriate to add his language to the ordinance itself. Instead, it would be appropriate to set a work session on the transition of this ordinance for all of the councilors to participate in. The MCCI testimony indicated they want their fair share and they don't think they have gotten it to date, and they want to make sure they are being supported for any function the Council gives them. The staff report is not the ordinance.

Councilor Morissette stated his earlier comments were an attempt to address concerns he has heard today. He does not want to see an individualization of this process for his support, nor does he want to see a situation where the Council grows this government into a much larger government to do the functions they are trying to do. He wants to put in enabling legislation stating the Council is not building a larger government and they intend to stick with this staffing level, and that the office manager will work to see they don't become individualized and the collective suffer. He believes the councilors can build some compromise with this process, because he thinks their objections can be handled with some small adjustments. He wants these two amendments added to the ordinance, not the staff report.

Councilor Monroe suggested adding another "whereas" to the ordinance: "Whereas the Council is dedicated to maintaining staffing at current budget levels ... " He said he sees the staff reorganization as an attempt to get "more bang out of our buck." The Council is replacing very high-paid individuals with highly experienced people with college degrees who are available at those lower salary levels. This carries out the Council's mandate for fiscal restraint and meeting the public's concerns that the Council not overspend and deliver services most efficiently. He looks forward to having additional staff for no additional money, for a little less money, and being able to do a better job in public outreach.

Councilor McLain stated in reference to Councilor Morissette's idea, she's happy to put the language in a whereas section, but it just doesn't fit into the law. She presented "whereas" clause suggestions for each of Morissette's concerns.

Councilor Washington stated that whenever this Council begins to deal with these kinds of issues, there's tremendous discussion. He suggested the term "personal assistant" casts a whole different aspect to what the Council is trying to do. He has said all along the reference should be "staff assistants." For any member of the public who has spent some time with the councilors or the Council, it's very clear that the Council has a staffing issue. When he can't get back on a phone call or can't respond to a constituent, it is embarrassing and he takes that very seriously. He spends far more than 1/3 of his week here at Metro, not because he's trying to make an impression but because he's trying to get the job done.

He asked that the Council set a time frame when this staffing issue will be resolved, if the councilors decide to give this more public hearings or discussion time outside of today's meeting.

Councilor McCaig stated that "whereas" clauses have no value in law; she checked with legal counsel about it.

Councilor McLain stated the intent of the law often is found in the "whereas" clauses. By law, you cannot by ordinance tie the hands of future Councils. "Whereas" clauses present the intent

and describe what the ordinance and the law is to do. She feels comfortable adding those "whereas" clauses to address concerns that have been expressed.

Councilor Morissette asked Councilor Washington if his proposal was in the form of a motion.

Councilor Washington responded he will make it one.

***Motion:** Councilor Washington moved, seconded by Councilor Morissette, that the Council take a minimum of 30 days to address concerns related to the ordinance and schedule additional public hearings if necessary.*

Councilor Monroe spoke to the motion, stating the concern that the Council does not have enough help right now. The Council is holding spots vacant now waiting for a resolution of this issue. He suggested a Council work session be scheduled within one week to address implementing and utilizing staff allowable under these changes and address MCCI. Delaying it a month would restrict the Council's ability to meet public need right now, when there are issues on the table requiring more public need and public input.

Councilor Morissette stated he seconded Councilor Washington's motion not to derail the process, but to address concerns that have been expressed. Drafting better language for the ordinance and building consensus can be done more efficiently outside of this Council meeting.

Councilor McLain spoke in favor of Councilor Monroe's alternative. The MCCI are not happy with the status quo. They cannot wait because they are not getting their needs handled. There is nothing in the ordinance today that does not enable the Council to more fully support the MCCI. Also, the Council office is still not up to full staff levels. A special work session prior to today's meeting was offered to address one councilor's concerns. She chose not to have that meeting and has expressed her opinions before the body today. Six of the councilors have worked together to draft a basic structure and foundation to go forward with making sure the Council does a better job of utilizing the resources of this public dollar.

She stated that the idea of a "personal assistant" is erroneous. The press picked up on this term from whatever conversation they chose to have with a singular councilor. The Council has to clear up that misperception, but there is nothing wrong with the ordinance. There may be something wrong with the way that someone basically has presented the ordinance to others. Councilor McLain said the Council can have another work session, but the councilors have work right now that requires staff. She supports the "whereas" clauses being added to the ordinance and having a work session as soon as possible to work through the transitional issues. It is to the public's better good that the Council go forward and leave the subject of Council structure, which is a minor organizational issue, and get on with good solid work. She doesn't see what else the Council will establish by delaying this issue for a month.

Councilor McCaig spoke to the motion to delay. She suggested the Council can bring in temporary people to help those councilors who need it now, such as Councilor Monroe, and then allow those people to apply for a permanent position. The rest of the councilors are all functioning with current staff. The council analyst who worked for she and Councilor Washington decided to leave Metro's employ when he learned of this proposal. The two have adapted to not having their own analyst and using the Senior Analyst John Houser to perform those duties.

She also reminded the Council that at the first meeting they had – the September 22 work session – there was no one in the audience and someone from another department took the minutes. There was no input from anyone else, as no one was invited to the meeting. There was not an opportunity for the public to talk to the Council about the proposal. The councilors didn't even know what the proposal was until they got to the meeting and were given three options. Then, the next public hearing was listed as a first reading and there were three people in the audience. It's not too great of a request, when the Council is talking about fundamentally shifting the direction of this agency, to move the discussion to some of the bigger, long-term impacts on this agency. She urged support for the motion.

Councilor Morissette stated a reorganization is important. Since the concerns expressed are valid and there appeared to be consensus from the other councilors, this may not be the best forum for re-drafting the ordinance. The Council has additional work on this agenda to do.

Councilor Washington stated that a time frame was asked for in his motion, so he chose 30 days. The Council wouldn't have to adhere to it, but he just chose it to give them an adequate amount of time to resolve these issues. If the work can be done in a week, that's fine. However, he senses a need to be responsive to the public, MCCI and his fellow councilors.

Councilor McLain stated she needs to correct another factual error Councilor McCaig made. The only hiring that has been done since this process was initiated, has been to fill one clerk position. The Council was down two clerks. The Council office is functioning under the status quo and we are still down two analysts and one other clerk position. The office is still understaffed by at least three people.

Councilor Monroe responded to statements by others that there was not enough opportunity for public involvement in this process. There have been several "Oregonian" newspaper articles and editorials and today's public hearing was certainly well noticed. Yet only one person came to testify, a member of MCCI.

Counselor Kvistad stated that when you run for elected office, you make choices to serve the community. He's very frustrated now and embarrassed to be a member of this Council. He can't believe that seven elected officials, intelligent people, can't make a staff decision one way or the other. The Council is sitting here talking about something that they have been talking about for 2 years and eight months. The current process as it exists does not work. The staffing arrangements the Council had did not work. He does not need a personal assistant, someone to wash his car, fix his coat or follow him around with a palm frond. He needs someone who can do his committee work, can respond to constituent needs, and basically take care of the business of this Council. The Council doesn't have that now.

He said these ordinances come up every year in January and the councilors have this same discussion. Councilor McCaig makes a very persuasive and compelling argument and one that he is almost willing to accept. He is not sure that anything this body comes up with at this point is going to make him very happy one way or the other. So, he's going to vote in favor of Councilor Washington's motion. However, if the Council does this again, he will not only not vote for it, he will publicly make comments about the way the Council does business here. That would not be very supportive and very positive, but he finds this absolutely disgusting. Not because he's not getting his way, but because seven elected officials can't make a decision. He urged the Council to vote now and make a decision.

The Presiding Officer called the question and asked Councilor Washington to restate his motion.

**Vote:** *The vote was 5-2, with Councilor McLain and Councilor Monroe voting no. The motion passed.*

## 8. RESOLUTIONS

### 8.1 Resolution No. 95-2211, For the Purpose of Securing Metro's Federal Match Requirement for Conducting the Federal Highway Administration (FHWA) Pre-Project Study of Congestion Pricing.

The clerk read the resolution by title only.

**Motion:** *Councilor Kvistad moved, seconded by Councilor McLain, for adoption of Resolution No. 95-2211.*

Councilor Kvistad presented the resolution. The federal Highway Administration in August 1995 approved this study request. The funding is about 80 percent federal, 20 percent local. Of that local match of about \$300,000, 50 percent is expected from ODOT with the rest spread out among other jurisdictions. Metro has applied for a \$100,000 state grant from a petroleum anti-trust settlement from the state Attorney General's Office.

Councilor Morissette asked if any new staff will be hired. Councilor Kvistad referred the question to Councilor Monroe, who responded that this is federal money which has been granted. People will be hired to do the job, but it's not Metro's money.

Councilor Morissette asked that since the grant is for two years, is it specified in the job application that the position is for a two-year period and is not permanent. Councilor Monroe responded yes.

**Vote:** *All those present voted aye. The vote was 7-0 and the motion passed unanimously.*

The Presiding Officer moved item 8.7 up the agenda because the resolution requires her signature before 5 p.m. if passed.

### 8.7 Resolution No. 95-2208, For the Purpose of Approving the Lease/Purchase Financing Whereby SAWY Leasing Corporation Leases/Purchases Certain Equipment to Metro Pursuant to a Lease/Purchase Agreement; and Authorizing the CFO or Designee to Execute the Lease/Purchase Agreement and Such Other Documents and Certificates as May be Necessary to Carry Out the Transaction Contemplated by the Aforementioned Agreement.

The clerk read the resolution by title only.

**Motion:** *Councilor McCaig moved for adoption of Resolution No. 95-2208.*

Jennifer Sims, Chief Financial Officer, presented the resolution. Councilor Kvistad commented that this is a standard lease purchase agreement. The Special Districts Association of Oregon has a special arrangement which gives Metro a lower lease option, since Metro is a member of that organization. He recommended approval because it is a very favorable rate.

***Vote:*** All those present voted aye, with Councilor Morissette absent. The vote was 6-0 and the motion passed unanimously.

**8.2** Resolution No. 95-2214, For the Purpose of Approving Amendment to a Contract With the Washington State Department of Transportation to Provide the Services of an Expert Review Panel for Independent Technical Review of the South/North Capacity Transit Study.

The clerk read the resolution by title only.

***Motion:*** Councilor Washington moved, seconded by Councilor McCaig, for adoption of Resolution No. 95-2214.

Councilor Washington presented the resolution.

***Vote:*** All those present voted aye, with Councilor Morissette absent. The vote was 6-0 and the motion passed unanimously.

Councilor McCaig requested item 8.6 be moved up the agenda to accommodate staff waiting to present the resolution.

**8.6** Resolution No. 95-2222, A Resolution Supplementing Resolution No. 95-2169 Pertaining to Issuance of General Obligation Bonds (Open Spaces Program) in the Principal Amount of Not to Exceed \$135,600,000 For the Purpose of Financing the Acquisition and Improvement of Various Parcels of Land as Part of Metro's Open Spaces Program.

The clerk read the resolution by title only.

***Motion:*** Councilor McCaig moved, seconded by Councilor Kvistad, for adoption of Resolution No. 95-2222.

Ms. Sims presented the resolution. The Series B sale has closed. Metro received subscriptions for \$3.5 million of bonds and the underwriters bought the entire \$5.1 million issue. Series C will be the balance of those for the Open Spaces measure.

***Vote:*** All those present voted aye. The vote was 7-0 and the motion passed unanimously.

**8.3** Resolution No. 95-2218, For the Purpose of Authorizing a Contract for Technical Assistance, Financial Analysis and Intergovernmental Coordination of the South/North Transit Corridor Study.

The clerk read the resolution by title only.

***Motion:*** Councilor Kvistad moved, seconded by Councilor McCaig, for adoption of Resolution No. 95-2218.

Councilor Kvistad presented the resolution, which allows for drafting environmental impact work on a portion of the South/North transit alignment. This authorizes the hiring of a consultant to perform this work.

Councilor Morissette questioned why staff is being allowed to increase the \$249,000 contract by \$25,000.

Councilor Kvistad responded that sometimes in the scope of the work, unanticipated consequences need to be dealt with. The scope of work has a potential for addition, which is not necessarily part of the contract. The money is not coming from Metro's general fund, rather it is being funded through existing dollars in the South/North project. The additional \$25,000 has been standard in some of the scope of work in projects of this size.

Leon Skiles, Transportation Planning Manager, stated this provision was added into the scope of work because with South/North they expect a fair amount of obstacles. This scope of work isn't a strict environmental analysis, where staff knows the options and design. This includes a financial analysis, cost-effectiveness work, and working strategies with the federal government. They anticipate new obstacles coming up, but don't know what they are.

Councilor Morissette asked if this is fairly typical on a contract to allow a little extra in case the scope of work increases. Councilor Kvistad responded not necessarily. In something that is more flexible and fluid, like this type of contact, its standard to have built in a bit of a cushion just in case.

***Vote:** All those present voted aye. The vote was 7-0 and the motion passed unanimously.*

**8.4 Resolution No. 95-2220, For the Purpose of Amending the South/North Intergovernmental Agreement (Contract 903678) With the Tri-County Metropolitan Transit District of Oregon.**

The clerk read the resolution by title only.

***Motion:** Councilor Washington moved, seconded by Councilor Monroe, for adoption of Resolution No. 95-2220.*

Councilor Washington presented the resolution. South/North is entering the preliminary engineering phase very shortly. This proposal amends the intergovernmental agreement to authorize the transfer of the \$4 million in Westside bond interest from Tri-Met to Metro to finance continuing work on the South/North project.

Councilor Kvistad asked if this money would be available for other transit development if it was not spent on South/North.

Mr. Skiles responded that his understanding is these funds are designated specifically for South/North.

***Vote:** All those present voted aye. The vote was 7-0 and the motion passed unanimously.*

**8.5 Resolution No. 95-2175, For the Purpose of Authorizing Issuance of the Request for Qualifications/Proposals for Property Acquisition Services for the Open Spaces, Parks and Streams Program.**

The clerk read the resolution by title only.

***Motion:*** Councilor McCaig moved, seconded by Councilor Morissette, for adoption of Resolution No. 95-2175.

Councilor McCaig presented the resolution.

***Vote:*** All those present voted aye. The vote was 7-0 and the motion passed unanimously.

**8.8 Resolution No. 95-2210, For the Purpose of Confirming the Reappointment of Virginia V. Benware to the Investment Advisory Board.**

The clerk read the resolution by title only.

***Motion:*** Councilor McCaig moved, seconded by Councilor Washington, for adoption of Resolution No. 95-2210.

***Vote:*** All those present voted aye. The vote was 7-0 and the motion passed unanimously.

**9. COUNCILOR COMMUNICATIONS**

none

There being no further business before the Council, Presiding Officer McFarland adjourned the meeting at 4:21 p.m.

Prepared by,

  
Jodie Willson  
Council Assistant

## MINUTES OF THE METRO COUNCIL MEETING

Thursday, October 26, 1995

7:00 PM

Council Chamber

**Present:** Presiding Officer Ruth McFarland, Assistant Presiding Officer Ed Washington, Councilor Patricia McCaig, Councilor Susan McLain.

**Absent:** Councilor Don Morissette, Councilor Rod Monroe

Presiding Officer Ruth McFarland called the meeting to order at 7:05 PM.

**1. Introductions**

None

**2. Citizen Communications**

None.

**3. Executive Officer Communications**

None.

**4. Consent Agenda**

Consideration of the Minutes for the October 19, 1995 Metro Council Meeting.

- 4.1 The minutes of the October 19, 1995 meeting of the Metro Council were accepted unanimously accepted with a vote of 4/0.

**5. Information items**

- 5.1 Report from Sherwin Davidson, Dean of Extended Studies, Portland State University. Dr. Sherwin Davidson, Vice Provost for Academic Affairs, Dean, School of Extended Studies and Associate Professor, School of Education at Portland State University discussed the relationship between Higher Education and Regional Impact.

- 5.2 Preliminary water supply plan: Staff Report and Public Testimony. John Fregonese presented the preliminary information. Rosemary Furfey presented the staff report, a copy of which is included with these minutes.

**Public Testimony**

Presiding Officer McFarland opened public testimony on the Preliminary Water Supply Plan issue at 7:50 PM.



1. Public testimony was received from John L. Pointer, 2480 NW 11th, Portland OR 97229, representing For Our Children's Children. Mr. Pointer testified against the use of Willamette river water.
2. Public testimony was received from Mike Houck, 5151 NW Cornell Road, Portland OR 97210. Mr. Houck testified against the regional water supply plan proposal.
3. Public testimony was received from Jane Malarkey, 2707 NE Fremont, Portland OR 97212. Ms. Malarkey testified against the regional water supply plan proposal.
4. Public testimony was received from Frank Gearhart, PO Box 3426, Gresham OR 97070. Mr. Gearhart testified against the regional water supply plan proposal.
5. Public testimony was received from Dale Sherbourne, 5515 SW Corbett, Portland OR 97201. Mr. Sherbourne testified against the regional water supply plan proposal.
6. Public testimony was received from Tom Cropper, Multnomah Activists Solutions, PO Box 18025, Portland OR 97218-0025. Mr. Cropper testified against the regional water supply plan proposal.
7. Public testimony was received from Clare Donisen, 28027 SE Orient Drive, Gresham, OR 97030. Ms. Donisen testified against the regional water supply plan proposal.
8. Public testimony was received from James A Rooks, 7790 SW 88th Avenue, Portland OR 97223. Mr. Rooks testified in favor of the regional water supply plan proposal.
9. Public testimony was received from Gayle Killiam, Oregon Environmental Council, 520 SW 6th, Suite 940, Portland OR 97204. Ms. Killiam testified against the regional water supply plan proposal.
10. Public testimony was received from Randy Tucker, OSPIRG, 1536 SE 11th Ave, Portland OR 97214. Mr. Tucker testified against the regional water supply plan proposal.
11. Public testimony was received from Joseph Miller, Jr., 52815 E Marmot, Sandy OR 97055. Dr. Miller testified against the regional water supply plan proposal.
12. Public testimony was received from Roger Burt, City of Portland Water Quality Advisory Committee, 1120 SW 5th Avenue Portland OR 97204-1926. Mr. Burt spoke toward developing Bull Run Watershed which is preferable to developing the raw water of the Columbia and Willamette rivers.
13. Public testimony was received from Russell Farrell, 3144 NE 43rd Portland OR 97213. Mr. Farrell testified against the regional water supply plan proposal. Mr. Farrell concluded his testimony with a poem of his own devising.

14. Public testimony was received from Regina Merritt, Oregon Natural Resources Council, 522 SW Fifth, Suite 1050, Portland OR 97204. Ms. Merritt testified against the regional water supply plan proposal.
15. Public testimony was received from Dan Aspenall, 3565 SE Clinton Portland OR 97202. Mr. Aspenall testified against the regional water supply plan proposal. He values protecting the water supply from the Bull Run reserve.
16. Public testimony was received from Walter F. Brown, representing Oregon Consumer League, 16 SW Monticello Dr Lake Oswego OR 97035-1416. Mr. Brown testified against the regional water supply plan proposal and warned against heavy metal poisoning in the water supply.
17. Public testimony was received from Ed Pesheda, chair of Downtown Community Association Land Use Committee. He testified that Bull Run water should be preserved for the drinking water needs of current Portland residents. He urged the Council to adopt Mr. Mike Lindberg's proposal for the water supply of Portland as being the closest to Tom McCall's ideas.
18. Public testimony was received from Scott Lewis, 4155 Upper Drive, Lake Oswego, OR 97035. Mr. Lewis testified against the regional water supply plan proposal.
19. Public testimony was received from Guy Orcutt who represented the Association of Northwest Steelheaders, 4041 NE 22nd Portland OR 97212. Mr. Orcutt testified against the regional water supply plan proposal.
20. Public testimony was received from Tim Hahn, 2805 NE 65th Portland OR 97213. Mr. Hahn testified against the regional water supply plan proposal. He expressed his concern regarding fish habitat and further intrusions into the Bull Run watershed. He also testified regarding pollution of drinking water from lead pipes.
21. Public testimony was received from Liz Callison representing the Friends of West Hills Streams. Ms. Callison testified against the regional water supply plan proposal.

## 6. Resolutions

6.1 Resolution No. 95-2225 For the purpose of approving a multi-year contract with Harding-Lawson and Associates for design of a landfill gas pipe line and compressor station and authorizing the Executive Officer to execute a contract.

Motion: Motion by Councilor McLain; second by Councilor McCaig.

Discussion: Discussion conducted by Councilor McLain.

Vote: 4/0 unanimously.

6.2 Resolution No. 95-2219A For the purpose of recommending funding for the ODOT/DLCD transportation and growth management program

**Motion:** Motion by Councilor Washington; second by Councilor McLain.

**Discussion:** Discussion conducted by Councilor Washington.

**Vote:** 4/0 with unanimous passage.

**7.0 Councilor Communications**

With no further business to come before the Metro Council this evening, Presiding officer Ruth McFarland adjourned the meeting at 9:24 PM.

Prepared by


A handwritten signature in black ink, appearing to read 'David Aeschliman', with a long horizontal line extending to the right.

David Aeschliman  
Metro Council Clerk

800 NORTHEAST GRAND AVENUE  
TEL 603 797 1700PORTLAND, OREGON 97222 2734  
FAX 603 797 1911

## METRO

TO: Presiding Officer McFarland

FROM: John Fregonese, Director, Growth Management Services 

DATE: November 1, 1995

SUBJECT: RUGGO and Metro 2040 Growth Concept text

Attached please find a copy of the Regional Urban Growth Goals and Objectives, as revised and recommended by the Growth Management Committee yesterday, October 31.

The changes made by the Committee from the October 13 version are as follows:

Line Change

18 Deleted 5 sentences referring to the Future Vision.

866 Added the words "and cost-effective"

1035 Changed the word "regional" to "region".

1037 Added the following:

**"Objective 21. Urban Vitality**

**Special attention shall be paid to promoting mixed use development in existing city and neighborhood centers that have experienced disinvestment and/or are currently underutilized and/or populated by a disproportionately high percentage of people living at or below 80% of the area median income. In creating these designations, Metro shall consider new and existing community plans developed by community residents."**

1110 Added new section 22.3.5 concerning urban reserves."

**22.3.5 "New urban reserve areas may be needed to clarify long-term public facility policies or to replace urban reserve areas added to the urban growth boundary. Study areas for potential consideration as urban reserve study areas may be identified at any time for a Metro work program. Urban reserve study areas shall be identified by Metro Council resolution. Identification of these study areas shall not be a final location decision excluding other areas from consideration prior to the decision to designate new urban reserves."**

1497 Added the word "average"

Presiding Officer McFarland  
November 1, 1995  
page 2

1760 Added the words "with low parking needs"

1970 same as in line 1760

I would be happy to provide any additional information that you may require.

c: Mike Burton

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1 **Introduction**

2  
3 The Regional Urban Growth Goals and Objectives (RUGGOs) have been developed to:

- 4
- 5 1. guide efforts to maintain and enhance the ecological integrity, economic viability, and  
6 social equity and overall quality of life of the urban region;
  - 7
  - 8 2. respond to the direction given to Metro by the legislature through ORS ch 268.380 to  
9 develop land use goals and objectives for the region which would replace those  
10 adopted by the Columbia Region Association of Governments;
  - 11
  - 12 3. provide a policy for the development of the elements of Metro's regional framework  
13 plan and its implementation of individual functional plans; and
  - 14
  - 15 4. provide a process for coordinating planning in the metropolitan area to maintain  
16 metropolitan livability.
  - 17

18 The RUGGOs are not directly applicable to local plans and local land use decisions.  
19 However, they state regional policy as Metro develops plans for the region with all of its  
20 partners. Hence, the RUGGOs are the building blocks with which the local governments,  
21 citizens, the business community and other interests can begin to develop a shared view  
22 of the region's future.

23  
24 The RUGGOs are presented through two principal goals, the first dealing with the planning  
25 process and the second outlining substantive concerns related to urban form. The  
26 "subgoals" (in Goal II) and objectives provide clarification for the goals. The planning  
27 activities reflect priority actions that need to be taken to refine and clarify the goals and  
28 objectives further.

29  
30 Metro's regional goals and objectives required by ORS 268.380(1) are in RUGGOs Goals I  
31 and II and Objectives 1- 23 only. RUGGOs planning activities contain implementation  
32 ideas for future study in various stages of development that may or may not lead to  
33 RUGGOs amendments, new functional plans, functional plan amendments, or regional  
34 framework plan elements. The regional framework plan, functional plans and functional  
35 plan amendments shall be consistent with Metro's regional goals and objectives and the  
36 Growth Concept, not RUGGOs planning activities.

37 **Background Statement**

38  
39 Planning for and managing the effects of urban growth in this metropolitan region involves  
40 24 cities, three counties, and more than 130 special service districts and school districts,  
41 as well as Metro. In addition, the State of Oregon, Tri-Met, the Port of Portland, and the  
42 Boundary Commission all make decisions which affect and respond to regional urban  
43 growth. Each of these jurisdictions and agencies has specific duties and powers which  
44 apply directly to the tasks of urban growth management. In addition, the cities of  
45 southwest Washington and Clark County, though governed by different state laws, have  
46 made significant contributions to the greater metropolitan area and are important to this  
47 region. Also, nearby cities within Oregon, but outside the Metro boundary, are important to  
48 consider for the impact that Metro policies may have on their jurisdictions.

49  
50 Accordingly, the issues of metropolitan growth are complex and inter-related.  
51 Consequently, the planning and growth management activities of many jurisdictions are  
52 both affected by and directly affect the actions of other jurisdictions in the region. In this  
53 region, as in others throughout the country, coordination of planning and management  
54 activities is a central issue for urban growth management.

55  
56 The Metro Council authorized the development of goals and objectives. These goals and  
57 objectives are the result of substantial discussion and debate throughout the region for  
58 over two years. On a technical and policy basis jurisdictions in the region as well as the  
59 Metro Council participated in crafting these statements of regional intent. Specifically,  
60 these goals and objectives have been analyzed and discussed by: the Metro Technical  
61 Advisory Committee comprised of staff land use representatives and citizens from  
62 throughout the region; the Transportation Policy Advisory Committee made up of staff  
63 transportation representatives and citizens from the region; the Metro Policy Advisory  
64 Committee, composed of elected officials and citizens from the region and the Joint Policy  
65 Advisory Committee on Transportation, which includes elected officials and citizens from  
66 the region.

67  
68 Goal I addresses coordination issues in the region by providing the process that the  
69 Metro Council will use to address areas and activities of metropolitan significance. The  
70 process is intended to be responsive to the challenges of urban growth while respecting  
71 the powers and responsibilities of a wide range of interests, jurisdictions, and agencies.

72  
73 Goal II recognizes that this region is changing as growth occurs, and that change is  
74 challenging our assumptions about how urban growth will affect quality of life. For  
75 example:

- 76  
77 ●overall, the number of vehicle miles traveled in the region has been increasing at a rate  
78 far in excess of the rate of population and employment growth;



- 80 ● the greatest growth in traffic and movement is within suburban areas and between  
81 districts in the urban area.  
82
- 83 ● Areas in the region with good transit service and compact land uses designed to serve  
84 transit currently use transit for about 9 % of trips and walking and biking for about 31%  
85 of trips for a total of about 40% non-auto trips, while in other areas of the region these  
86 modes only account for about 10%;  
87
- 88 ● to this point the region has accommodated most forecasted growth on vacant land  
89 within the urban growth boundary, with redevelopment expected to accommodate very  
90 little of this growth, even though recent statistics suggest that a significant amount of  
91 growth of jobs and households is occurring on lands we currently count as developed;  
92
- 93 ● single family residential construction is occurring at less than maximum planned  
94 density;  
95
- 96 ● rural residential development in rural exception areas is occurring in a manner and at a  
97 rate that may result in forcing the expansion of the urban growth boundary on important  
98 agricultural and forest resource lands in the future;  
99
- 100 ● a recent study of urban infrastructure needs in the state has found that only about half  
101 of the funding needed in the future to build needed facilities can be identified.  
102

103 Add to this list growing citizen concern about rising housing costs, vanishing open space,  
104 and increasing frustration with traffic congestion, and the issues associated with the  
105 growth of this region are not at all different from those encountered in other west coast  
106 metropolitan areas such as the Puget Sound region or cities in California. The lesson in  
107 these observations is that the "quilt" of 27 separate comprehensive plans together with the  
108 region's urban growth boundary is not enough to effectively deal with the dynamics of  
109 regional growth and maintain quality of life.  
110

111 The challenge is clear: if the Portland metropolitan area is going to be different than other  
112 places, and if it is to preserve its vaunted quality of life as an additional people move into  
113 the urban area in the coming years, then a cooperative and participatory effort to address  
114 the issues of growth must begin now. Further, that effort needs to deal with the issues  
115 accompanying growth – increasing traffic congestion, vanishing open space, speculative  
116 pressure on rural farm lands, rising housing costs, diminishing environmental quality,  
117 demands on infrastructure such as schools, water and sewer treatments plants – in a  
118 common framework. Ignoring vital links between these issues will limit the scope and  
119 effectiveness of our approach to managing urban growth.  
120

121 Goal II provides that broad framework needed to address the issues accompanying urban  
122 growth.

123 GOAL I: REGIONAL PLANNING PROCESS

124  
125 Regional planning in the metropolitan area shall:

- 126  
127 I.i Fully implement the regional planning functions of the 1992 Metro Charter;
- 128  
129 I.ii Identify and designate other areas and activities of metropolitan concern  
130 through a participatory process involving the Metro Policy Advisory Committee  
131 (MPAC), cities, counties, special districts, school districts, and state and regional  
132 agencies such as Tri-Met, the Regional Arts and Culture Council and the Port of  
133 Portland; and
- 134  
135 I.iii Occur in a cooperative manner in order to avoid creating duplicative  
136 processes, standards and/or governmental roles.

137  
138 These goals and objectives shall only apply to acknowledged comprehensive plans of  
139 cities and counties when implemented through the regional framework plan, functional  
140 plans, or the acknowledged urban growth boundary (UGB) plan.

141  
142 **Objective 1. Citizen Participation**

143  
144 Metro shall develop and implement an ongoing program for citizen participation in all  
145 aspects of the regional planning program. Such a program shall be coordinated with local  
146 programs for supporting citizen involvement in planning processes and shall not duplicate  
147 those programs.

148  
149 1.1 Metro Committee for Citizen Involvement (Metro CCI). Metro shall establish a Metro  
150 Committee for Citizen Involvement to assist with the development, implementation and  
151 evaluation of its citizen involvement program and to advise the MPAC regarding ways to  
152 best involve citizens in regional planning activities.

153  
154 1.2 Notification. Metro shall develop programs for public notification, especially for (but  
155 not limited to) proposed legislative actions, that ensure a high level of awareness of  
156 potential consequences as well as opportunities for involvement on the part of affected  
157 citizens, both inside and outside of its district boundaries.

158

159 **Objective 2. Metro Policy Advisory Committee**

160

161 The 1992 Metro Charter has established the MPAC to:

162

163 2.i assist with the development and review of Metro's regional planning activities  
164 pertaining to land use and growth management, including review and  
165 implementation of these goals and objectives, development and implementation of  
166 the regional framework plan, present and prospective functional planning, and  
167 management and review of the region's UGB;

168

169 2.ii serve as a forum for identifying and discussing areas and activities of  
170 metropolitan or subregional concern; and

171

172 2.iii provide an avenue for involving all cities and counties and other interests in  
173 the development and implementation of growth management strategies.

174

175 2.1 The MPAC Composition. The initial MPAC shall be chosen according to the Metro  
176 Charter and, thereafter, according to any changes approved by majorities of the MPAC  
177 and the Metro Council. The composition of the Committee shall reflect the partnership that  
178 must exist among implementing jurisdictions in order to effectively address areas and  
179 activities of metropolitan concern. The voting membership shall include elected and  
180 appointed officials and citizens of Metro, cities, counties and states consistent with section  
181 27 of the 1992 Metro Charter.

182

183 2.2 Advisory Committees. The Metro Council, or the MPAC consistent with the MPAC  
184 by-laws, shall appoint technical advisory committees as the Council or the MPAC  
185 determine a need for such bodies.

186

187 2.3 Joint Policy Advisory Committee on Transportation (JPACT). JPACT with the Metro  
188 Council shall continue to perform the functions of the designated Metropolitan Planning  
189 Organization as required by federal transportation planning regulations. JPACT and the  
190 MPAC shall develop a coordinated process, to be approved by the Metro Council, to  
191 assure that regional land use and transportation planning remains consistent with these  
192 goals and objectives and with each other.

193

194 **Objective 3. Applicability of Regional Urban Growth Goals and Objectives**

195

196 These RUGGOs have been developed pursuant to ORS 268.380(1). Therefore, they  
197 comprise neither a comprehensive plan under ORS 197.015(5) nor a functional plan under  
198 ORS 268.390(2). The regional framework plan and all functional plans adopted by the  
199 Metro Council shall be consistent with these goals and objectives. Metro's management of

200 the UGB shall be guided by standards and procedures which must be consistent with  
201 these goals and objectives. These goals and objectives shall not apply directly to site-  
202 specific land use actions, including amendments of the UGB.  
203

204 3.1 These RUGGOs shall apply to adopted and acknowledged comprehensive land use  
205 plans as follows:

206  
207 3.1.1 Components of the regional framework plan that are adopted as functional  
208 plans, or other functional plans, shall be consistent with these goals and objectives,  
209 and

210  
211 3.1.2 The management and periodic review of Metro's acknowledged UGB Plan,  
212 shall be consistent with these goals and objectives, and

213  
214 3.1.3 The MPAC may identify and propose issues of regional concern, related to or  
215 derived from these goals and objectives, for consideration by cities and counties at  
216 the time of periodic review of their adopted and acknowledged comprehensive  
217 plans.  
218

219  
220 3.2 These RUGGO shall apply to Metro land use, transportation and greenspace activities  
221 as follows:

222  
223 3.2.1 The urban growth boundary plans, regional framework plan, functional plans, and  
224 other land use activities shall be consistent with these goals and objectives.  
225

226 3.2.2 To the extent that a proposed policy or action may be compatible with some goals  
227 and objectives and incompatible with others, consistency with RUGGO may involve a  
228 balancing of applicable goals, subgoals and objectives by the Metro Council that  
229 considers the relative impacts of a particular action on applicable goals and objectives.  
230

231 3.3 Periodic Updates of the RUGGOs. The MPAC shall consider the regular updates of  
232 these goals and objectives and recommend based on a periodic update process adopted  
233 by the Metro Council.  
234

235 **Objective 4. Urban Growth Boundary Plan.** The UGB Plan has two components:

236  
237 4.1 The acknowledged UGB line; and

238  
239 4.2 Acknowledged procedures and standards for amending the UGB line. Metro's UGB  
240 Plan is not a regional comprehensive plan but a provision of the comprehensive plans of

241 the local governments within its boundaries. The UGB Plan shall be in compliance with  
242 applicable statewide planning goals and laws and consistent with these goals and  
243 objectives. Amendments to the UGB Plan shall demonstrate consistency only with the  
244 acknowledged procedures and standards. Changes of Metro's acknowledged UGB Plan  
245 may require changes in adopted and acknowledged comprehensive plans.  
246

247 **Objective 5. Functional Plans.** Functional plans are limited purpose plans,  
248 consistent with these goals and objectives, which address designated areas and activities  
249 of metropolitan concern. Functional plans are established in state law as the way Metro  
250 may recommend or require changes in local plans.  
251

252 Those functional plans or plan provisions containing recommendations for comprehensive  
253 planning by cities and counties may not be final land use decisions. If a provision in a  
254 functional plan, or an action implementing a functional plan require changes in an adopted  
255 and acknowledged comprehensive plan, then adoption of provision or action will be a final  
256 land use decision. If a provision in a functional plan, or Metro action implementing a  
257 functional plan require changes in an adopted and acknowledged comprehensive plan,  
258 then that provision or action will be adopted by Metro as a final land use action required to  
259 be consistent with statewide planning goals. In addition, regional framework plan  
260 components will be adopted as functional plans if they contain recommendations or  
261 requirements for changes in comprehensive plans. These functional plans, which are  
262 adopted as part of the regional framework plan, will be submitted along with other parts of  
263 the regional framework plan to LCDC for acknowledgment of their compliance with the  
264 statewide planning goals. Because functional plans are the way Metro recommends or  
265 requires local plan changes, most regional framework plan components will probably be  
266 functional plans. Until regional framework plan components are adopted, existing or new  
267 functional plans will continue to recommend or require changes in comprehensive plans.  
268

269 **5.1 Existing Functional Plans.** Metro shall continue to develop, amend and implement,  
270 with the assistance of cities, counties, special districts and the state, statutorily required  
271 functional plans for air, water and transportation, as directed by ORS 268.390(1) and for  
272 solid waste as mandated by ORS ch 459.  
273

274 **5.2 New Functional Plans.** New functional plans shall be proposed from one of two  
275 sources:  
276

277 **5.2.1** The MPAC may recommend that the Metro Council designate an area or  
278 activity of metropolitan concern for which a functional plan should be prepared; or  
279

280 5.2.2 The Metro Council may propose the preparation of a functional plan to  
281 designate an area or activity of metropolitan concern and refer that proposal to the  
282 MPAC.  
283

284 The matters required by the Charter to be addressed in the regional framework plan shall  
285 constitute sufficient factual reasons for the development of a functional plan under  
286 ORS 268.390.  
287

288 Upon the Metro Council adopting factual reasons for the development of a new functional  
289 plan, the MPAC shall participate in the preparation of the plan, consistent with these goals  
290 and objectives and the reasons cited by the Metro Council. After preparation of the plan  
291 and seeking broad public and local government consensus, using existing citizen  
292 involvement processes established by cities, counties and Metro, the MPAC shall review  
293 the plan and make a recommendation to the Metro Council. The Metro Council may act to  
294 resolve conflicts or problems impeding the development of a new functional plan and may  
295 complete the plan if the MPAC is unable to complete its review in a timely manner.  
296

297 The Metro Council shall hold a public hearing on the proposed plan and afterwards shall:

298  
299 5.2.a Adopt the proposed functional plan; or

300  
301 5.2.b Refer the proposed functional plan to the MPAC in order to consider  
302 amendments to the proposed plan prior to adoption; or

303  
304 5.2.c Amend and adopt the proposed functional plan; or

305  
306 5.2.d Reject the proposed functional plan.  
307

308 The proposed functional plan shall be adopted by ordinance and shall include findings of  
309 consistency with these goals and objectives.  
310

311 5.3 Functional Plan Implementation and Conflict Resolution. Adopted functional plans  
312 shall be regionally coordinated policies, facilities and/or approaches to addressing a  
313 designated area or activity of metropolitan concern, to be considered by cities and  
314 counties for incorporation in their comprehensive land use plans. If a city or county  
315 determines that a functional plan requirement should not or cannot be incorporated into its  
316 comprehensive plan, then Metro shall review any apparent inconsistencies by the following  
317 process:  
318

319 5.3.1 Metro and affected local governments shall notify each other of apparent or  
320 potential comprehensive plan inconsistencies.

321 5.3.2 After Metro staff review, the MPAC shall consult the affected jurisdictions and  
322 attempt to resolve any apparent or potential inconsistencies.

323  
324 5.3.3 The MPAC shall conduct a public hearing and make a report to the Metro  
325 Council regarding instances and reasons why a city or county has not adopted  
326 changes consistent with requirements in a regional functional plan.

327  
328 5.3.4 The Metro Council shall review the MPAC report and hold a public hearing  
329 on any unresolved issues. The Council may decide to:

330  
331 5.3.4.a Amend the adopted regional functional plan; or

332  
333 5.3.4.b Initiate proceedings to require a comprehensive plan change; or

334  
335 5.3.4.c Find there is no inconsistency between the comprehensive plan(s)  
336 and the functional plan.

337  
338 **Objective 6. Regional Framework Plan.** The regional framework plan required by the  
339 1992 Metro Charter shall be consistent with these goals and objectives. Provisions of the  
340 regional framework plan that establish performance standards and that recommend or  
341 require changes in local comprehensive plans shall be adopted as functional plans, and  
342 shall meet all requirements for functional plans contained in these goals and objectives.  
343 The Charter requires that all mandatory subjects be addressed in the regional framework  
344 plan. It does not require that all subjects be addressed to recommend or require changes  
345 in current comprehensive plans. Therefore, most, but not all regional framework plan  
346 components are likely to be functional plans because some changes in comprehensive  
347 plans may be needed. All regional framework plan components will be submitted to LCDC  
348 for acknowledgment of their compliance with the statewide planning goals. Until regional  
349 framework plan components are adopted, existing or new regional functional plans will  
350 continue to recommend or require changes in comprehensive plans.

351  
352 **Objective 7. Periodic Review of Comprehensive Land Use Plans.** At the time of LCDC  
353 initiated periodic review for comprehensive land use plans in the region the MPAC:

354  
355 7.1 Shall assist Metro with the identification of regional framework plan elements,  
356 functional plan provisions or changes in functional plans adopted since the last periodic  
357 review for inclusion in periodic review notices as changes in law; and

358  
359 7.2 May provide comments during the periodic review of adopted and acknowledged  
360 comprehensive plans on issues of regional concern.

362 **Objective 8. Implementation Roles**

363

364 Regional planning and the implementation of these RUGGOs shall recognize the inter-  
365 relationships between cities, counties, special districts, Metro, regional agencies and the  
366 State, and their unique capabilities and roles.

367

368 8.1 Metro Role. Metro shall:

369

370 8.1.1 Identify and designate areas and activities of metropolitan concern;

371

372 8.1.2 Provide staff and technical resources to support the activities of the MPAC  
373 within the constraints established by Metro Council;

374

375 8.1.3 Serve as a technical resource for cities, counties, school districts and other  
376 jurisdictions and agencies;

377

378 8.1.4 Facilitate a broad-based regional discussion to identify appropriate strategies  
379 for responding to those issues of metropolitan concern;

380

381 8.1.5 Adopt functional plans necessary and appropriate for the implementation of  
382 these RUGGOs and the regional framework plan;

383

384 8.1.6 Coordinate the efforts of cities, counties, special districts and the state to  
385 implement adopted strategies; and

386

387 8.1.7 Adopt and review consistent with the Metro Charter and amend a Future  
388 Vision for the region, consistent with Objective 9.

389

390 8.2. Role of Cities

391

392 8.2.1 Adopt and amend comprehensive plans to conform to functional plans  
393 adopted by Metro;

394

395 8.2.2 Identify potential areas and activities of metropolitan concern through a  
396 broad-based local discussion;

397

398 8.2.3 Cooperatively develop strategies for responding to designated areas and  
399 activities of metropolitan concern ;

400

401 8.2.4 Participate in the review and refinement of these goals and objectives.

402



403 8.3 Role of Counties

404  
405 8.3.1 Adopt and amend comprehensive plans to conform to functional plans  
406 adopted by Metro;

407  
408 8.3.2 Identify potential areas and activities of metropolitan concern through a  
409 broad-based local discussion;

410  
411 8.3.3 Cooperatively develop strategies for responding to designated areas and  
412 activities of metropolitan concern;

413  
414 8.3.4 Participate in the review and refinement of these goals and objectives.

415  
416 8.4 Role of Special Service Districts. Assist Metro, through a broad-based local  
417 discussion, with the identification of areas and activities of metropolitan concern and the  
418 development of strategies to address them, and participate in the review and refinement of  
419 these goals and objectives. Special Service Districts will conduct their operations in  
420 conformance with acknowledged Comprehensive Plans affecting their service territories

421  
422 8.5 Role of School Districts

423  
424 8.5.1 Advise Metro regarding the identification of areas and activities of school  
425 district concern;

426  
427 8.5.2 Cooperatively develop strategies for responding to designated areas and  
428 activities of school district concern;

429  
430 8.5.3 Participate in the review and refinement of these goals and objectives.

431  
432 8.6 Role of the State of Oregon

433  
434 8.6.1 Advise Metro regarding the identification of areas and activities of  
435 metropolitan concern;

436  
437 8.6.2 Cooperatively develop strategies for responding to designated areas and  
438 activities of metropolitan concern;

439  
440 8.6.3 Review state plans, regulations, activities and related funding to consider  
441 changes in order to enhance implementation of the regional framework plan and  
442 functional plans adopted by Metro, and employ state agencies and programs and

443 regulatory bodies to promote and implement these goals and objectives and the  
444 regional framework plan;

445  
446 8.6.4 Participate in the review and refinement of these goals and objectives.

447  
448 **Objective 9. Future Vision**

449  
450 By Charter, approved by the voters in 1992, Metro must adopt a Future Vision for the  
451 metropolitan area. The Future Vision is:

452  
453 "a conceptual statement that indicates population levels and settlement patterns  
454 that the region can accommodate within the carrying capacity of the land, water and  
455 air resources of the region, and its educational and economic resources, and that  
456 achieves a desired quality of life. The Future Vision is a long-term, visionary  
457 outlook for at least a 50-year period...The matters addressed by the Future Vision  
458 include, but are not limited to: (1) use, restoration and preservation of regional land  
459 and natural resources for the benefit of present and future generations, (2) how and  
460 where to accommodate the population growth for the region while maintaining a  
461 desired quality of life for its residents, and (3) how to develop new communities and  
462 additions to the existing urban areas in well-planned ways...The Future Vision is not  
463 a regulatory document. It is the intent of this charter that the Future Vision have no  
464 effect that would allow court or agency review of it."

465  
466 The Future Vision was prepared by a broadly representative commission, appointed by  
467 the Metro Council, and will be reviewed and amended as needed, and comprehensively  
468 reviewed and, if need be, revised every 15 years. Metro is required by the Charter to  
469 describe the relationship of components of the Regional Framework Plan, and the  
470 Regional Framework Plan as a whole, to the Future Vision.

471  
472 **Objective 10. Performance Measures**

473  
474 Metro Council, in consultation with MPAC and the public, will develop performance  
475 measures designed for considering RUGGOs objectives. The term "performance  
476 measure" means a measurement aimed at determining whether a planning activity or 'best  
477 practice' is meeting the objective or intent associated with the 'best practice'.

478  
479 Performance measures for Goal I, Regional Planning Process, will use state benchmarks  
480 to the extent possible or be developed by Metro Council in consultation with MPAC and the  
481 Metro Committee for Citizen Involvement. Performance measures for Goal II, Urban Form,  
482 will be derived from state benchmarks or the detailed technical analysis that underlies  
483 Metro's Regional Framework Plan, functional plans and Growth Concept Map. While

484 performance measures are intended to be useful in measuring progress, the Metro Council  
485 intends to have planning and implementation of policies as its major work effort, not  
486 development of performance measures.

487  
488 (As performance measures are adopted, (either by resolution or ordinance, they will be  
489 included in an appendix.)

490  
491 **Objective 11. Monitoring and Updating**

492  
493 The RUGGOs, regional framework plan and all Metro functional plans shall be reviewed  
494 every seven years, or at other times as determined by the Metro Council after consultation  
495 with or upon the advice of the MPAC. Any review and amendment process shall involve a  
496 broad cross-section of citizen and jurisdictional interests, and shall involve the MPAC  
497 consistent with Goal 1: Regional Planning Process. Proposals for amendments shall  
498 receive broad public and local government review prior to final Metro Council action.

499  
500 11.1 Impact of Amendments. At the time of adoption of amendments to these goals and  
501 objectives, the Metro Council shall determine whether amendments to adopted regional  
502 framework plan, functional plans or the acknowledged regional UGB are necessary. If  
503 amendments to the above are necessary, the Metro Council shall act on amendments to  
504 applicable functional plans. The Council shall request recommendations from the MPAC  
505 before taking action. All amendment proposals will include the date and method through  
506 which they may become effective, should they be adopted. Amendments to the  
507 acknowledged regional UGB will be considered under acknowledged UGB amendment  
508 procedures incorporated in the Metro Code.

509  
510 If changes to the regional framework plan or functional plans are adopted, affected cities  
511 and counties shall be informed in writing of those changes which are advisory in nature,  
512 those which recommend changes in comprehensive land use plans and those which  
513 require changes in comprehensive plans. This notice shall specify the effective date of  
514 particular amendment provisions.

516 GOAL II: URBAN FORM

517

518

519 The quality of life and the urban form of our region are closely linked. The Growth  
520 Concept is based on the belief that we can continue to grow and enhance the region's  
521 livability by making the right choices for how we grow. The region's growth will be  
522 balanced by:

523

524 II.i Maintaining a compact urban form, with easy access to nature;

525

526 II. ii Preserving existing stable and distinct neighborhoods by focusing  
527 commercial and residential growth in mixed use centers and corridors at a  
528 pedestrian scale;

529

530 II. iii Assuring affordability and maintaining a variety of housing choices with good  
531 access to jobs and assuring that market-based preferences are not eliminated by  
532 regulation;

533

534 II.iv Targeting public investments to reinforce a compact urban form.

535

536 II.1: NATURAL ENVIRONMENT

537

538 Preservation, use and modification of the natural environment of the region should  
539 maintain and enhance environmental quality while striving for stewardship and  
540 preservation of a broad range of natural resources.

541

542 **Objective 12. Watershed Management and Regional Water Quality**

543

544 Planning and management of water resources should be coordinated in order to improve  
545 the quality and ensure sufficient quantity of surface water and groundwater available to the  
546 region.

547

548 12.1 Formulate Strategy. Metro will develop a long-term regional strategy for  
549 comprehensive water resources management, created in partnership with the jurisdictions  
550 and agencies charged with planning and managing water resources and aquatic habitats.  
551 The regional strategy shall meet state and federal water quality standards and  
552 complement, but not duplicate, local integrated watershed plans. It shall:

553

554 12.1.1 manage watersheds to protect, restore and ensure to the maximum  
555 extent practicable the integrity of streams, wetlands and floodplains, and their  
556 multiple biological, physical and social values;

- 557 12.1.2 comply with state and federal water quality requirements ;  
558  
559 12.1.3 sustain designated beneficial water uses; and  
560  
561 12.1.4 promote multi-objective management of the region's watersheds to the  
562 maximum extent practicable; and  
563  
564 12.1.5 encourage the use of techniques relying on natural processes to address  
565 flood control, storm water management, abnormally high winter and low summer  
566 stream flows and nonpoint pollution reduction.  
567

568 *Planning Activities*<sup>1</sup>:

569  
570 Planning programs for water resources management shall:

- 571  
572 • Identify the future resource needs and carrying capacities of the region for designated  
573 beneficial uses of water resources which recognizes the multiple values of rural and  
574 urban watersheds.  
575  
576 • Monitor regional water quality and quantity trends vis-a-vis beneficial use standards  
577 adopted by federal, state, regional and local governments for specific water resources  
578 important to the region, and use the results to change water t planning activities to  
579 accomplish the watershed management and regional water quality objectives.  
580  
581 • Integrate urban and rural watershed management in coordination with local water  
582 quality agencies.  
583  
584 • Evaluate the cost-effectiveness of alternative water resource management practices,  
585 including conservation.  
586 • Preserve, restore, create and enhance water bodies to maintain their beneficial uses.  
587  
588 • Utilize public and/or private partnerships to promote multi-objective management,  
589 education and stewardship of the region's watersheds.  
590  
591  
592

---

<sup>1</sup> Planning activities will be formatted as a sidebar in the final copy of this document to illustrate they are not goals or objectives and are subject to Metro Council budgetary considerations.

593 **Objective 13: Urban Water Supply**

594  
595 The regional planning process shall be used to coordinate the development of a regional  
596 strategy and plan to meet future needs for water supply to accommodate growth.

597  
598 13.1 A regional strategy and plan for the Regional Framework element linking demand  
599 management, water supply sources and storage shall be developed to address future  
600 growth in cooperation with the region's water providers.

601  
602 13.2 The regional strategy and plan element shall be based upon the adopted Regional  
603 Water Supply Plan which will contain integrated regional strategies for demand  
604 management, new water sources and storage/transmission linkages. Metro shall evaluate  
605 their future role in encouraging conservation on a regional basis to promote the efficient  
606 use of water resources and develop any necessary regional plans/programs to address  
607 Metro's future role in coordination with the region's water providers.

608  
609 **Planning Activities:**

- 610
- 611 • Actively participate as a member of the Regional Water Supply Planning Study  
612 (RWSPS) and provide regional growth projections and other relevant data to ensure  
613 coordination between Region 2040 planning program and the RWSPS. The RWSPS  
614 will:
    - 615 • identify the future resource needs of the region for municipal and industrial water  
616 supply;
    - 617 • identify the transmission and storage needs and capabilities for water supply to  
618 accommodate future growth; and
    - 619 • identify water conservation technologies, practices and incentives for demand  
620 management as part of the regional water supply planning activities.
  - 621 • Adopt Regional Framework Plan elements for water supply and storage based on the  
622 results of the RWSPS which provide for the development of new sources, efficient transfer  
623 and storage of water, including water conservation strategies, which allows for the efficient  
624 and economical use of water to meet future growth.

625  
626  
627  
628  
629  
630 **Objective 14. Air Quality**

631  
632 Air quality shall be protected and enhanced so that as growth occurs, human health and the  
633 visibility of the Cascades and the Coast Range from within the region should be maintained.

634 14.1 Strategies for planning and managing air quality in the regional airshed shall be  
635 included in the State Implementation Plan for the Portland-Vancouver air quality maintenance  
636 area as required by the Federal Clean Air Act.

637  
638 14.2 New regional strategies shall be developed to comply with Federal Clean Air Act  
639 requirements and provide capacity for future growth.

640  
641 14.3 The region, working with the state, shall pursue close collaboration of the Oregon and  
642 Clark County Air Quality Management Areas.

643  
644 14.4 All functional plans, when taken in the aggregate, shall be consistent with the State  
645 Implementation Plan (SIP) for air quality.

646  
647 *Planning Activities:*

648  
649 An air quality management plan shall be developed for the regional airshed which:

- 650  
651 • Outlines existing and forecast air quality problems; identifies prudent and equitable market  
652 based and regulatory strategies for addressing present and probable air quality problems  
653 throughout the region; evaluates standards for visibility; and implements an air quality  
654 monitoring program to assess compliance with local, state and federal air quality  
655 requirements.

656  
657 **Objective 15. Natural Areas, Parks, Fish and Wildlife Habitat**

658  
659 Sufficient open space in the urban region shall be acquired, or otherwise protected, and  
660 managed to provide reasonable and convenient access to sites for passive and active  
661 recreation. An open space system capable of sustaining or enhancing native wildlife and  
662 plant populations should be established.

663  
664 15.1 Quantifiable targets for setting aside certain amounts and types of open space shall be  
665 identified.

666  
667 15.2 Corridor Systems - The regional planning process shall be used to coordinate the  
668 development of interconnected recreational and wildlife corridors within the metropolitan  
669 region.

670  
671 15.2.1 A region-wide system of trails should be developed to link public and private  
672 open space resources within and between jurisdictions.

673

674 15.2.2 A region-wide system of linked significant wildlife habitats should be  
675 developed. This system should be preserved, restored where appropriate, and  
676 managed to maintain the region's biodiversity (number of species and plants and  
677 animals).

678  
679 15.2.3 A Willamette River Greenway Plan for the region should be implemented by  
680 the turn of the century.

681  
682 *Planning Activities:*

- 683  
684 1. Identify areas within the region where open space deficiencies exist now, or will in the  
685 future, given adopted land use plans and growth trends, and act to meet those future  
686 needs. Target acreage should be developed for neighborhood, community and regional  
687 parks as well as for other types of open space in order to meet local needs while sharing  
688 responsibility for meeting metropolitan open space demands.
- 689  
690 2. Develop multi-jurisdictional tools for planning and financing the protection and  
691 maintenance of open space resources. Particular attention will be paid to using the  
692 land use planning and permitting process and to the possible development of a land-  
693 banking program.
- 694  
695 3. Conduct a detailed biological field inventory of the region to establish an accurate  
696 baseline of native wildlife and plant populations. Target population goals for native  
697 species will be established through a public process which will include an analysis of  
698 amounts of habitat necessary to sustain native populations at target levels.
- 699  
700 4. The natural areas, parks and open space identified on the Growth Concept Map should  
701 be acquired, except in extraordinary circumstances, from willing sellers and be removed  
702 from any regional inventories of buildable land.
- 703  
704 5. Populations of native plants and animals will be inventoried, utilizing tools such as  
705 Metro's GIS and Parks and Greenspaces program, Oregon Natural Heritage Database,  
706 Oregon's GAP Analysis Program and other relevant programs, to develop strategies to  
707 maintain the region's biodiversity (or biological diversity).
- 708  
709 6. Utilizing strategies which are included in Oregon Department of Fish and Wildlife's  
710 Wildlife Diversity Program and working with state and federal fish and wildlife  
711 personnel, develop a strategy to maintain the region's biodiversity



715 **Objective 16. Protection of Agriculture and Forest Resource Lands**

716  
717 Agricultural and forest resource land outside the UGB shall be protected from urbanization,  
718 and accounted for in regional economic and development plans, consistent with these  
719 RUGGO.

720  
721 16.1 Rural Resource Lands. Rural resource lands outside the UGB which have  
722 significant resource value should actively be protected from urbanization.

723  
724 16.2 Urban Expansion. Expansion of the UGB shall occur in urban reserves, established  
725 consistent with the Urban Rural Transition Objective.

726  
727 16.3 Farm and Forest Practices. Protect and support the ability for farm and forest  
728 practices to continue. The designation and management of rural reserves by the Metro  
729 Council may help establish this support, consistent with the Growth Concept.

730  
731 *Planning Activities:*

732  
733 A regional economic opportunities analysis shall include consideration of the agricultural  
734 and forest products economy associated with lands adjacent to or near the urban area.

735  
736 **II.2 BUILT ENVIRONMENT**

737  
738 Development in the region should occur in a coordinated and balanced fashion as  
739 evidenced by:

740  
741 II.2.i a regional "fair-share" approach to meeting the housing needs of the  
742 urban population;

743  
744 II.2.ii the provision of infrastructure and critical public services concurrent with  
745 the pace of urban growth and which supports the 2040 Growth Concept;

746  
747 II.2.iii the continued growth of regional economic opportunity, balanced so as to  
748 provide an equitable distribution of jobs, income, investment and tax capacity  
749 throughout the region and to support other regional goals and objectives;

750  
751 II.2.iv the coordination of public investment with local comprehensive and  
752 regional functional plans; and

753

754 II.2.v the creation of a balanced transportation system, less dependent on the  
755 private automobile, supported by both the use of emerging technology and the  
756 location of jobs, housing, commercial activity, parks and open space.  
757

758 **Objective 17. Housing**

759  
760 The Metro Council shall adopt a "fair share" strategy for meeting the housing needs of the  
761 urban population in cities and counties based on a subregional analysis which provides  
762 for:

763 a diverse range of housing types available within cities and counties inside the UGB;

764 specific goals for low and moderate income and market rate housing to ensure that  
765 sufficient and affordable housing is available to households of all income levels that live or  
766 have a member working in each jurisdiction;

767 housing densities and costs supportive of adopted public policy for the development of the  
768 regional transportation system and designated centers and corridors;

769 a balance of jobs and housing within the region and subregions.  
770

771 *Planning Activities:*

772  
773 The Metropolitan Housing Rule (OAR 660, Division 7) has effectively resulted in the  
774 preparation of local comprehensive plans in the urban region that:

- 775
- 776 • provide for the sharing of regional housing supply responsibilities by ensuring the  
777 presence of single and multiple family zoning in every jurisdiction; and
  - 778 • plan for local residential housing densities that support net residential housing density  
779 assumptions underlying the regional UGB.

780 Since Metro's Regional Framework Plan has to address the requirements of statewide  
781 planning Goal 10, the Metro Council should develop:

- 782
- 783 1. Strategies to preserve the region's supply of special needs and existing low and  
784 moderate income housing.
  - 785 2. Diverse Housing Needs. the diverse housing needs of the present and projected  
786 population of the region shall be correlated with the available and prospective housing  
787 supply. Upon identification of unmet housing needs, a region wide strategy shall be  
788
- 789  
790  
791  
792  
793  
794

795 developed which takes into account subregional opportunities and constraints, and the  
796 relationship of market dynamics to the management of the overall supply of housing. In  
797 addition, that strategy shall address the "fair-share" distribution of housing  
798 responsibilities among the jurisdictions of the region, including the provision of  
799 supporting social services.  
800

801 3. Housing Affordability. Multnomah, Clackamas, Clark and Washington Counties have  
802 completed Comprehensive Housing Affordability Strategies (CHAS) which have  
803 demonstrated the lack of affordable housing for certain income groups in locations  
804 throughout the metropolitan area. They also demonstrate the regional nature of the  
805 housing market, therefore, the regional framework plan shall include an element on  
806 housing affordability which includes development density, housing mix and a menu of  
807 alternative actions (zoning tools, programs, financial incentives, etc.) for use by local  
808 jurisdictions to address affordable housing needs. Affordable housing goals shall be  
809 developed with each jurisdiction to facilitate their participation in meeting regional and  
810 subregional needs for affordable housing.  
811

812 4. The region is committed to seeking a balance of jobs and housing in communities and  
813 centers throughout the region. Public policy and investment shall encourage the  
814 development of housing in locations near trade, services and employment that is  
815 affordable to wage earners in each subregion and jurisdiction. The transportation  
816 system's ability to provide accessibility shall also be evaluated, and, if necessary,  
817 modifications will be made in transportation policy and the transportation system itself to  
818 improve accessibility for residents to jobs and services in proximity to affordable  
819 housing.  
820

#### 821 **Objective 18. Public Services and Facilities**

822

823 Public services and facilities including but not limited to public safety, schools, water and  
824 sewerage systems, energy transmission and distribution systems, parks, libraries, historic  
825 or cultural facilities, the solid waste management system, storm water management  
826 facilities, community centers and transportation should be planned and developed to:  
827

828 18.i minimize public and private costs;

829  
830 18.ii maximize service efficiencies and coordination;

831  
832 18.iii result in maintained or enhanced environmental quality and the  
833 conservation of natural resources;

834  
835 18.iv keep pace with growth and achieving planned service levels;

836 18.v to produce, transmit and use energy efficiently; and

837  
838 18.vi shape and direct growth to meet local and regional objectives.

839  
840 18.1 Planning Area. The long-term geographical planning area for the provision of urban  
841 services shall be the area described by the adopted and acknowledged UGB and the  
842 designated urban reserves.

843  
844 18.2 Forecast Need. Public service and facility development shall be planned to  
845 accommodate the rate of urban growth forecast in the adopted regional growth forecast,  
846 including anticipated expansions into urban reserve areas.

847  
848 18.3 Timing. The region should seek the provision of public facilities and services at the  
849 time of new urban growth.

850  
851 *Planning Activities:*

852  
853 Inventory current and projected public facilities and services needs throughout the region,  
854 as described in adopted and acknowledged public facilities plans. Identify opportunities for  
855 and barriers to achieving concurrency in the region. Develop financial tools and techniques  
856 to enable cities, counties, school districts, special districts, Metro and the State to secure  
857 the funds necessary to achieve concurrency. Develop tools and strategies for better linking  
858 planning for school, library, recreational and cultural and park facilities to the land use  
859 planning process.

860  
861 **Objective 19. Transportation**

862  
863 A regional transportation system shall be developed which:

864  
865 19.i reduces reliance on a single mode of transportation through development of a  
866 balanced and cost-effective transportation system which employs highways, transit,  
867 bicycle and pedestrian improvements, and system and demand management.

868  
869 19.ii. Protects and enhances freight movement within and through the region and  
870 the road, rail, air, waterway and pipeline facilities needed to facilitate this  
871 movement.

872  
873 19.iii provides adequate levels of mobility consistent with local comprehensive  
874 plans and state and regional policies and plans;

875  
876 19.iv encourages energy efficiency;

- 877 19.v supports a balance of jobs and housing as well as the community identity of  
878 neighboring cities;
- 879  
880 19.vi recognizes financial constraints and provides public investment guidance for  
881 achieving the desired urban form; and
- 882  
883 19.vii minimizes the environmental impacts of system development, operations and  
884 maintenance.
- 885  
886 19.viii rewards and reinforces pedestrian activity as a mode of choice.
- 887  
888 19.x. identifies, protects and enhances intermodal transfer points
- 889
- 890 19.1 System Priorities. In developing new regional transportation system infrastructure,  
891 the highest priority should be meeting the mobility needs of the city center and regional  
892 centers, and their suburban arterials, when designated. Such needs, associated with  
893 ensuring access to jobs, housing, cultural and recreational opportunities and shopping  
894 within and among those centers, should be assessed and met through a combination of  
895 intensifying land uses and increasing transportation system capacity so as to mitigate  
896 negative impacts on environmental quality and where and how people live, work and play.
- 897
- 898 19.2. Environmental Considerations. Planning for the regional transportation system  
899 should seek to:
- 900
- 901 19.2.1 reduce the region's transportation-related energy consumption and air  
902 pollution through increased use of transit, telecommuting, zero-emission vehicles,  
903 car pools, vanpools, bicycles and walking;
- 904
- 905 19.2.2 maintain the region's air and water quality (see Objective 12 Watershed  
906 Management and Regional Water Quality and Objective 14: Air Quality); and
- 907
- 908 19.2.3 reduce negative impacts on parks, public open space, wetlands and  
909 negative effects on communities and neighborhoods arising from noise, visual  
910 impacts and physical segmentation.
- 911
- 912 19.3 Transportation Balance. Although the predominant form of transportation is the  
913 private automobile, planning for and development of the regional transportation system  
914 should seek to:
- 915
- 916 19.3.1 reduce automobile dependency, especially the use of single-occupancy  
917 vehicles;

918 19.3.2 increase the use of transit through both expanding transit service and  
919 addressing a broad range of requirements for making transit competitive with the  
920 private automobile; and

921  
922 19.3.3 encourage bicycle and pedestrian movement through the location and  
923 design of land uses. Adequate facilities for pedestrians and bicyclists are to be  
924 provided and maintained.

925  
926 19.3.4 encourage telecommuting as a means of reducing trips to and from work.

927  
928 *Planning Activities:*

929  
930 1. The Metro Council shall direct the development and adoption of a new Regional  
931 Transportation Plan (RTP) as an element of its Regional Framework Plan that, at a  
932 minimum:

- 933
- 934 • identifies the role for local transportation system improvements and relationship  
935 between local, regional and state transportation system improvements in regional  
936 transportation plans;
  - 937
  - 938 • clarifies institutional roles, especially for plan implementation, in local, regional and  
939 state transportation plans;
  - 940
  - 941 • includes plans and policies for the inter-regional movement of people and goods by  
942 rail, ship, barge and air in regional transportation plans;
  - 943
  - 944 • identifies and addresses needs for freight movement through a coordinated program  
945 of transportation system improvements and actions to affect the location of trip  
946 generating activities;
  - 947
  - 948 • identifies and incorporates demand management strategies to ensure that the region  
949 meets the objectives of the Transportation Planning Rule for transportation system  
950 function and VMT reduction; and
  - 951
  - 952 • Includes strategies for improving connectivity and the environment for pedestrian  
953 movements, particularly within centers, station communities and neighborhoods.

954  
955 2. Structural barriers to mobility for transportation disadvantaged populations should be  
956 assessed in the current and planned regional transportation system and addressed  
957 through a comprehensive program of transportation and other actions.

958

- 959 a. Supports the implementation of the pattern of uses in relation to the transportation  
960 system shown on the Growth Concept Map, and achieves the performance  
961 measures as may be included in the appendix and established through the regional  
962 planning process.
- 963
- 964 b. Identifies and addresses structural barriers to mobility for transportation  
965 disadvantaged populations.  
966  
967

968 **Objective 20. Economic Opportunity**

969

970 Metro should support public policy which maintains a strong economic climate through  
971 encouraging the development of a diverse and sufficient supply of jobs, especially family  
972 wage jobs, in appropriate locations throughout the region.  
973

974 In weighing and balancing various values, goals and objectives, the values, needs, choices  
975 and desires of consumers should also be taken into account. The values, needs and  
976 desires of consumers include:

977

978 Low costs for goods and services;

979

980 Convenience, including nearby and easily accessible stores; quick, safe, and readily  
981 available transportation to all modes;

982

983 A wide and deep selection of goods and services;

984

985 Quality service;

986

987 Safety and security and

988

989 Comfort, enjoyment and entertainment.  
990

991 Expansions of the UGB for industrial or commercial purposes shall occur in locations  
992 consistent with these RUGGOs and where an assessment of the type, mix and wages of  
993 existing and anticipated jobs within subregions justifies such expansion. The number and  
994 wage level of jobs within each subregion should be balanced with housing cost and  
995 availability within that subregion. Strategies should be developed to coordinate the  
996 planning and implementation activities of this element with Objective 17: Housing and  
997

998 *Planning Activities:*  
999

- 1000 1. Regional and subregional economic opportunities analyses, as described in OAR 660  
1001 Division 9, should be conducted to:
- 1002
- 1003 • assess the adequacy and, if necessary, propose modifications to the supply of  
1004 vacant and redevelopable land inventories designated for a broad range of  
1005 employment activities;
  - 1006
  - 1007 • identify regional and subregional target industries: Economic subregions will be  
1008 developed which reflect a functional relationship between locational characteristics  
1009 and the locational requirements of target industries. Enterprises identified for  
1010 recruitment, retention and expansion should be basic industries that broaden and  
1011 diversify the region's economic base while providing jobs that pay at family wage  
1012 levels or better; and
  - 1013
  - 1014 • link job development efforts with an active and comprehensive program of training  
1015 and education to improve the overall quality of the region's labor force. In particular,  
1016 new strategies to provide labor training and education should focus on the needs of  
1017 economically disadvantaged, minority and elderly populations.
  - 1018
- 1019 2. An assessment shall be made of the potential for redevelopment and/or intensification  
1020 of use of existing commercial and industrial land resources in the region.  
1021
- 1022 3. The Metro Council shall establish an on-going program to compile and analyze data and  
1023 to prepare maps and reports which describe the geographic distribution of jobs, income,  
1024 investment and tax capacity throughout the region.  
1025
- 1026 4. Emphasize the retention and expansion of existing businesses. They already play an  
1027 important part in the region and they have reason to redevelop in ways that will increase  
1028 employment and/or productivity  
1029
- 1030 • At each time of LCDC mandated periodic review, targeted industries should be  
1031 designated by Metro and strategies should be identified and implemented to ensure  
1032 adequate public infrastructure, resources and transportation access necessary for these  
1033 industries. Special attention to industries which have agglomerative economies in the  
1034 region and industries and companies that sell more than 25 percent of their end  
1035 products and services outside the region shall be given priority in any designation .  
1036

1037 **Objective 21. Urban Vitality**

1038 Special attention shall be paid to promoting mixed use development in existing city and  
1039 neighborhood centers that have experienced disinvestment and /or are currently  
1040 underutilized and /or populated by a disproportionately high percentage of people living at or



1041 below 80% of the area median income. In creating these designations, Metro shall  
1042 consider new and existing community plans developed by community residents.

1043  
1044 **II.3: GROWTH MANAGEMENT**

1045  
1046 The management of the urban land supply shall occur in a manner which :

- 1047  
1048       II.3.i       encourages the evolution of an efficient urban growth form  
1049  
1050       II.3.ii      provides a clear distinction between urban and rural lands;  
1051  
1052       II.3.iii     supports interconnected but distinct communities in the urban region;  
1053  
1054       II.3.iv      recognizes the inter-relationship between development of vacant land  
1055       and redevelopment objectives in all parts of the urban region; and  
1056  
1057       II.3.iv      is consistent with the 2040 Growth Concept and helps attain the  
1058       region's objectives.

1059  
1060 **Objective 22. Urban/Rural Transition**

1061  
1062 There should be a clear transition between urban and rural land that makes best use of  
1063 natural and built landscape features and which recognizes the likely long-term  
1064 prospects for regional urban growth.

1065  
1066       22.1       Boundary Features. The Metro UGB should be located using natural  
1067       and built features, including roads, rivers, creeks, streams, drainage basin  
1068       boundaries, floodplains, power lines, major topographic features and historic  
1069       patterns of land use or settlement.

1070  
1071       22.2       Sense of Place. Historic, cultural, topographic and biological features  
1072       of the regional landscape which contribute significantly to this region's identity  
1073       and "sense of place," shall be identified. Management of the total urban land  
1074       supply should occur in a manner that supports the preservation of those  
1075       features, when designated, as growth occurs.

1076  
1077       22.3       Urban Reserves. "Urban reserves areas", designated pursuant to  
1078       LCDC's Urban Reserve Rule for purposes of coordinating planning and  
1079       estimating areas for future urban expansion, shall be consistent with these  
1080       goals and objectives, and reviewed by Metro at least every 15 years.

1081

1082 22.3.1 Inclusion of land within an urban reserve area shall  
1083 generally be based upon the locational factors of Goal 14. Lands  
1084 adjacent to the UGB shall be studied for suitability for inclusion within  
1085 urban reserves as measured by factors 3 through 7 of Goal 14 and by  
1086 the requirements of OAR 660-04-010.

1087  
1088 22.3.2 Lands of lower priority in the LCDC rule priorities may be  
1089 included in urban reserves if specific types of land needs cannot be  
1090 reasonably accommodated on higher priority lands, after options  
1091 inside the UGB have been considered, such as land needed to bring  
1092 jobs and housing into close proximity to each other.

1093  
1094 22.3.3 Lands of lower priority in the LCDC Rule priorities may be  
1095 included in urban reserves if needed for physical separation of  
1096 communities inside or outside the UGB to preserve separate  
1097 community identities.

1098  
1099 22.3.4 Expansion of the UGB shall occur consistent with the  
1100 Urban/Rural Transition, Developed Urban Land, UGB and Neighbor  
1101 City Objectives Where urban land is adjacent to rural lands outside of  
1102 an urban reserve, Metro will work with affected cities and counties to  
1103 ensure that urban uses do not significantly affect the use or condition  
1104 of the rural land. Where urban land is adjacent to lands within an  
1105 urban reserve that may someday be included within the UGB, Metro  
1106 will work with affected cities and counties to ensure that rural  
1107 development does not create obstacles to efficient urbanization in the  
1108 future.

1109  
1110 22.3.5 New urban reserve areas may be needed to clarify long-  
1111 term public facility policies or to replace urban reserve areas added to  
1112 the urban growth boundary. Study areas for potential consideration as  
1113 urban reserve study areas may be identified at any time for a Metro  
1114 work program. Urban reserve study areas shall be identified by Metro  
1115 Council resolution. Identification of these study areas shall not be a  
1116 final location decision excluding other areas from consideration prior  
1117 to the decision to designate new urban reserves.

1118  
1119 *Planning Activities:*

- 1120  
1121 1. Identification of urban reserves adjacent to the UGB shall be accompanied by the  
1122 development of a generalized future land use plan. The planning effort will primarily

1123 be concerned with identifying and protecting future open space resources and the  
1124 development of short-term strategies needed to preserve future urbanization  
1125 potential. Ultimate providers of urban services within those areas should be  
1126 designated and charged with incorporating the reserve area(s) in their public facility  
1127 plans in conjunction with the next periodic review. Changes in the location of the  
1128 UGB should occur so as to ensure that plans exist for key public facilities and  
1129 services.

1130  
1131 2. The prospect of creating transportation and other links between the urban economy  
1132 within the Metro UGB and other urban areas in the state should be investigated as a  
1133 means for better utilizing Oregon's urban land and human resources. . The region,  
1134 working with the state and other urban communities in the northern Willamette  
1135 Valley, should evaluate the opportunities for accommodating forecasted urban  
1136 growth in urban areas outside of and not adjacent to the present UGB.

1137  
1138 **Objective 23. Developed Urban Land**

1139  
1140 Opportunities for and obstacles to the continued development and redevelopment of  
1141 existing urban land shall be identified and actively addressed. A combination of  
1142 regulations and incentives shall be employed to ensure that the prospect of living,  
1143 working and doing business in those locations remains attractive to a wide range of  
1144 households and employers. In coordination with affected agencies, encourage the  
1145 redevelopment and reuse of lands used in the past or already used for commercial or  
1146 industrial purposes wherever economically viable and environmentally sound.

1147  
1148 23.1 Redevelopment and Infill. When Metro examines whether additional urban land  
1149 is needed within the UGB, it shall assess redevelopment and infill potential in the  
1150 region. The potential for redevelopment and infill on existing urban land will be included  
1151 as an element when calculating the buildable land supply in the region, where it can be  
1152 demonstrated that the infill and redevelopment can be reasonably expected to occur  
1153 during the next 20 years.

1154  
1155 Metro will work with jurisdictions in the region to determine the extent to which  
1156 redevelopment and infill can be relied on to meet the identified need for additional  
1157 urban land. After this analysis and review, Metro will initiate an amendment of the UGB  
1158 to meet that portion of the identified need for land not met through commitments for  
1159 redevelopment and infill.

1160  
1161  
1162 *Planning Activities:*  
1163

- 1164 1. Metro's assessment of redevelopment and infill potential in the region shall include  
1165 but not be limited to:  
1166
- 1167 a. An inventory of parcels where the assessed value of improvements is such that it  
1168 can reasonably be expected to redevelop or intensify in the planning period.  
1169
  - 1170 b. An analysis of the difference between comprehensive plan development  
1171 densities and actual development densities for all parcels as a first step towards  
1172 determining the efficiency with which urban land is being used. In this case,  
1173 efficiency is a function of land development densities incorporated in local  
1174 comprehensive plans.  
1175
  - 1176 c. An assessment of the impacts on the cost of housing by redevelopment versus  
1177 expansion of the UGB.  
1178
  - 1179 d. An assessment of the impediments to redevelopment and infill posed by existing  
1180 urban land uses or conditions and the capacity of urban service providers such  
1181 as water, sewer, transportation, schools, etc. to serve.  
1182
- 1183 2. Financial incentives to encourage redevelopment and infill consistent with adopted  
1184 and acknowledged comprehensive plans should be pursued to make redevelopment  
1185 and infill attractive alternatives to raw land conversion for investors and buyers.  
1186
- 1187 3. Tools will be developed to address regional economic equity issues stemming from  
1188 the fact that not all jurisdictions will serve as a site for an economic activity center.  
1189 Such tools may include off-site linkage programs to meet housing or other needs or  
1190 a program of fiscal tax equity.  
1191
- 1192 4. The success of centers, main streets, station communities and other land  
1193 classifications will depend on targeting public investments, encouraging  
1194 complementary public/private partnerships, and committing time and attention to the  
1195 redesign and redevelopment of these areas. Metro shall conduct an analysis of  
1196 proposed centers and other land classifications identified on the Growth Concept  
1197 Map, and others in the future, to determine what mix of uses, densities, building  
1198 design and orientation standards, transit improvements, pedestrian improvements,  
1199 bicycle improvements and other infrastructure changes are needed for their  
1200 success. Those with a high probability for success will be retained on the Growth  
1201 Concept Map and targeted for public investment and attention.  
1202
- 1203 5. In addition to targeting public infrastructure and resources to encourage compact  
1204 urban land uses such as those cited above, the region shall also conduct analyses

1205 of industrial and employment areas to identify the ease of freight movement and any  
1206 improvements that should be made to improve, maintain or enhance freight  
1207 movements and maintain the region's competitive advantage compared with other  
1208 regions to move freight quickly and easily.  
1209

1210 **Objective 24. Urban Growth Boundary**  
1211

1212 The regional UGB, a long-term planning tool, shall separate urbanizable from rural  
1213 land, be based in aggregate on the region's 20-year projected need for urban land and  
1214 be located consistent with statewide planning goals and these RUGGOs and adopted  
1215 Metro Council procedures for UGB amendment. In the location, amendment and  
1216 management of the regional UGB, Metro shall seek to improve the functional value of  
1217 the boundary.  
1218

1219 24.1 Expansion into Urban Reserves. Upon demonstrating a need for additional  
1220 urban land, major and legislative UGB amendments shall only occur within urban  
1221 reserves once adopted, unless urban reserves are found to be inadequate to  
1222 accommodate the amount of land needed for one or more of the following reasons:  
1223

- 1224 a. Specific types of identified land needs cannot be reasonably accommodated on  
1225 urban reserve lands;  
1226  
1227 b. Future urban services could not reasonably be provided to urban reserves due  
1228 to topographical or other physical constraints; or  
1229  
1230 c. Maximum efficiency of land uses within a proposed UGB requires inclusion of  
1231 lower priority lands other than urban reserves in order to include or provide  
1232 services to urban reserves. .  
1233

1234 24.2 Urban Growth Boundary Amendment Process. Criteria for amending the UGB  
1235 shall be derived from statewide planning goals 2 and 14, other applicable state  
1236 planning goals and relevant portions of these RUGGOs.  
1237

1238 24.2.1 Major Amendments. Proposals for major amendment of the UGB shall  
1239 be made through a legislative process in conjunction with the development and  
1240 adoption of regional forecasts for population and employment growth. The  
1241 amendment process will be initiated by a Metro finding of need, and involve local  
1242 governments, special districts, citizens and other interests.  
1243

1244           24.2.2   Locational Adjustments. Locational adjustments of the UGB shall be  
1245 brought to Metro by cities, counties and/or property owners based on public  
1246 facility plans in adopted and acknowledged comprehensive plans.  
1247

1248 **Objective 25. Urban Design**

1249  
1250 The identity and functioning of communities in the region shall be supported through:

1251  
1252           25.i       the recognition and protection of critical open space features in the  
1253 region;

1254  
1255           25.ii       public policies which encourage diversity and excellence in the design  
1256 and development of settlement patterns, landscapes and structures; and

1257  
1258           25.iii      ensuring that incentives and regulations guiding the development and  
1259 redevelopment of the urban area promote a settlement pattern which:

1260  
1261                   25.iii.a link any public incentives to a commensurate public benefit  
1262 received or expected and evidence of private needs;

1263  
1264                   25.iii.b    is pedestrian "friendly", encourages transit use and reduces  
1265 auto dependence;

1266  
1267                   25.iii.c    provides access to neighborhood and community parks,  
1268 trails and walkways, and other recreation and cultural areas and public  
1269 facilities;

1270  
1271                   25.iii.d    reinforces nodal, mixed use, neighborhood oriented design;

1272  
1273                   25.iii.e    includes concentrated, high density, mixed use urban  
1274 centers developed in relation to the region's transit system;

1275  
1276                   25.iii.f is responsive to needs for privacy, community, sense of place  
1277 and personal safety in an urban setting; and

1278  
1279                   25.iii.g    facilitates the development and preservation of  
1280 affordable mixed-income neighborhoods.

1281  
1282 25.1 Pedestrian and transit supportive building patterns will be encouraged in order  
1283 to minimize the need for auto trips and to create a development pattern conducive to  
1284 face-to-face community interaction.

1285 *Planning Activities:*

- 1286
- 1287 1. A regional landscape analysis shall be undertaken to inventory and analyze the
- 1288 relationship between the built and natural environments and to identify key open
- 1289 space, topographic, natural resource, cultural and architectural features which
- 1290 should be protected or provided as urban growth occurs.
- 1291
- 1292 2. Model guidelines and standards shall be developed which expand the range of tools
- 1293 available to jurisdictions for accommodating change in ways compatible with
- 1294 neighborhoods and communities while addressing this objective.
- 1295
- 1296 3. Light rail transit stops, bus stops, transit routes and transit centers leading to and
- 1297 within centers shall be planned to encourage pedestrian use and the creation of
- 1298 mixed use, high density residential development.
- 1299

1300 **Objective 26. Neighbor Cities**

1301

1302 Growth in cities outside the Metro UGB, occurring in conjunction with the overall

1303 population and employment growth in the region, should be coordinated with Metro's

1304 growth management activities through cooperative agreements which provide for:

1305

1306 26.1 Separation. The communities within the Metro UGB, in neighbor cities and in

1307 the rural areas in between will all benefit from maintaining the separation between

1308 these places as growth occurs. Coordination between neighboring cities, counties and

1309 Metro about the location of rural reserves and policies to maintain separation should be

1310 pursued.

1311

1312 26.2 Jobs Housing Balance. To minimize the generation of new automobile trips, a

1313 balance of sufficient number of jobs at wages consistent with housing prices in

1314 communities both within the Metro UGB and in neighboring cities should be pursued.

1315

1316 26.3 Green Corridors. The "green corridor" is a transportation facility through a rural

1317 reserve that serves as a link between the metropolitan area and a neighbor city which

1318 also limits access to the farms and forests of the rural reserve. The intent is to keep

1319 urban to urban accessibility high to encourage a balance of jobs and housing, but limit

1320 any adverse effect on the surrounding rural areas.

1321

1322 *Planning Activities:*

- 1323
- 1324 1. Metro will work with the state, neighbor cities and counties to create
- 1325 intergovernmental agreements which implement neighbor city objectives. Metro will

- 1326 seek to link regional and state investment in public facilities and services to efforts  
1327 to implement neighbor city agreements.  
1328  
1329 2. Metro will undertake a study of the green corridor concept to determine what the  
1330 consequences might be of initiatives which enhance urban to urban accessibility in  
1331 the metropolitan market area.  
1332



1333 **II.4: Metro 2040 Growth Concept**

1334  
1335 Description of the Metro 2040 Growth Concept

1336  
1337 This Growth Concept states the preferred form of regional growth and development  
1338 adopted in the Region 2040 planning process including the 2040 Growth Concept Map.  
1339 This Concept is adopted for the long term growth management of the region including a  
1340 general approach to approximately where and how much the UGB should be ultimately  
1341 expanded, what ranges of density are estimated to accommodate projected growth  
1342 within the boundary, and which areas should be protected as open space.

1343  
1344 This Growth Concept is designed to accommodate approximately 720,000 additional  
1345 residents and 350,000 additional jobs. The total population served within this concept  
1346 is approximately 1.8 million residents within the Metro boundary.

1347  
1348 The basic philosophy of the Growth Concept is: preserve our access to nature and  
1349 build better communities for the people who live here today and who will live here in the  
1350 future. The Growth Concept applies Goal II Objectives with the analysis of the Region  
1351 2040 project to guide growth for the next 50 years. The Growth Concept is an  
1352 integrated set of Objectives subject to Goal I and Objectives 1-11.

1353  
1354 The conceptual description of the preferred urban form of the region in 2040 is in the  
1355 Concept Map and this text. This Growth Concept sets the direction for development of  
1356 implementing policies in Metro's existing functional plans and the Charter-required  
1357 regional framework plan. This direction will be refined, as well as implemented, in  
1358 subsequent functional plan amendments and framework plan components. Additional  
1359 planning will be done to test the Growth Concept and to determine implementation  
1360 actions. Amendments to the Growth Concept and some RUGGOs Objectives may be  
1361 needed to reflect the results of additional planning to maintain the consistency of  
1362 implementation actions with RUGGOs.

1363  
1364 Fundamental to the Growth Concept is a multi-modal transportation system which  
1365 assures mobility of people and goods throughout the region, consistent with  
1366 Objective 19, Transportation. By coordinating land uses and this transportation  
1367 system, the region embraces its existing locational advantage as a relatively  
1368 uncongested hub for trade.

1369  
1370 The basic principles of the Growth Concept directly apply Growth Management Goals and  
1371 Objectives in Objectives 21-25. . An urban to rural transition to reduce sprawl, keeping a  
1372 clear distinction between urban and rural lands and balancing re-development, is needed.  
1373 Separation of urbanizable land from rural land shall be accomplished by the UGB for the

1374 region's 20-year projected need for urban land. That boundary will be expanded into  
1375 designated urban reserves areas when a need for additional urban land is demonstrated.  
1376 the Metro Council will determine the land need for urban reserves.. About 22,000 acres of  
1377 Urban Reserve Study Area shown on the Concept Map will be studied before urban reserve  
1378 areas are designated. This assumes cooperative agreements with neighboring cities to  
1379 coordinate planning for the proportion of projected growth in the Metro region expected to  
1380 locate within their urban growth boundaries and urban reserve areas.

1381  
1382 The Metro UGB would only expand into urban reserves when need for additional urban  
1383 land is demonstrated. Rural reserves are intended to assure that Metro and  
1384 neighboring cities remain separate. The result is intended to be a compact urban form  
1385 for the region coordinated with nearby cities to retain the region's sense of place.

1386  
1387 Mixed use urban centers inside the UGB are one key to the Growth Concept. Creating  
1388 higher density centers of employment and housing and transit service with compact  
1389 development, retail, cultural and recreational activities, in a walkable environment is  
1390 intended to provide efficient access to goods and services, enhance multi modal  
1391 transportation and create vital, attractive neighborhoods and communities. The Growth  
1392 Concept uses interrelated types of centers. The Central City is the largest market area,  
1393 the region's employment and cultural hub. Regional Centers serve large market areas  
1394 outside the central city, connected to it by high capacity transit and highways.  
1395 Connected to each Regional Center, by road and transit, are smaller Town Centers  
1396 with local shopping and employment opportunities within a local market area. Planning  
1397 for all of these centers will seek a balance between jobs , housing and unique blends of  
1398 urban amenities so that more transportation trips are likely to remain local and become  
1399 more multi modal.

1400  
1401 In keeping with the jobs housing balance in centers, a jobs housing balance by regional  
1402 sub-areas can and should also be a goal. This would account for the housing and  
1403 employment outside centers, and direct policy to adjust for better jobs housing ratios  
1404 around the region.

1405  
1406 Recognition and protection of open spaces both inside the UGB and in rural reserves  
1407 outside urban reserves are reflected in the Growth Concept. Open spaces, including  
1408 important natural features and parks, are important to the capacity of the UGB and the  
1409 ability of the region to accommodate housing and employment. Green areas on the  
1410 Concept Map may be designated as regional open space. That would remove these  
1411 lands from the inventory of urban land available for development. Rural reserves,  
1412 already designated for farms, forestry, natural areas or rural-residential use, would  
1413 remain and be further protected from development pressures.

1414

1415 The Concept Map shows some transportation facilities to illustrate new concepts, like  
1416 "green corridors," and how land use areas, such as centers, may be served. Neither  
1417 the current regional system nor final alignment choices for future facilities are intended  
1418 to be represented on the Concept Map.

1419  
1420 The percentages and density targets used in the Growth Concept to describe the  
1421 relationship between centers and areas are estimates based on modeling analysis of  
1422 one possible configuration of the Growth Concept. Implementation actions that vary  
1423 from these estimates may indicate a need to balance other parts of the Growth Concept  
1424 to retain the compact urban form contained in the Growth Concept. Land use  
1425 definitions and numerical targets as mapped, are intended as targets and will be  
1426 refined in the Regional Framework Plan. Each jurisdiction will certainly adopt a unique  
1427 mix of characteristics consistent with each locality and the overall Growth Concept.

#### 1428 1429 Neighbor Cities

1430  
1431 The Growth Concept recognizes that neighboring cities surrounding the region's  
1432 metropolitan area are likely to grow rapidly. There are several cities proximate to the  
1433 Metro region. The Metro Council shall pursue discussion of cooperative efforts with  
1434 neighboring cities. Full Neighbor City recognition could be achieved with the completion  
1435 of intergovernmental agreements concerning the key concepts cited below. Communities  
1436 such as Sandy, Canby, and Newberg will be affected by the Metro Council's decisions  
1437 about managing the region's growth. A significant number of people would be  
1438 accommodated in these neighboring cities, and cooperation between Metro and these  
1439 communities is necessary to address common transportation and land-use issues.

1440  
1441 There are four key concepts for cooperative agreements with neighbor cities:

- 1442
- 1443 1. There shall be a separation of rural land between each neighboring city and the  
1444 metropolitan area. If the region grows together, the transportation system would suffer  
1445 and the cities would lose their sense of community identity.
  - 1446
  - 1447 2. There should be a strong balance between jobs and housing in the neighbor cities.  
1448 The more a city retains a balance of jobs and households, the more trips will remain  
1449 local.
  - 1450
  - 1451 3. Each neighboring city should have its own identity through its unique mix of  
1452 commercial, retail, cultural and recreational opportunities which support the  
1453 concentration of jobs and housing.
  - 1454

1455 4. There should be consideration of a "green corridor," transportation facility through a  
1456 rural reserve that serves as a link between the metropolitan area and a neighbor city  
1457 with limited access to the farms and forests of the rural reserve. This would keep  
1458 accessibility high, which encourages employment growth but limits the adverse affect  
1459 on the surrounding rural areas. Metro will seek limitations in access to these facilities  
1460 and will seek intergovernmental agreements with ODOT, the appropriate counties and  
1461 neighbor cities to establish mutually acceptable growth management strategies. Metro  
1462 will link transportation improvements to neighbor cities to successful implementation of  
1463 these intergovernmental agreements.

1464  
1465 Cooperative planning between a city outside the region and Metro could also be initiated  
1466 on a more limited basis. These cooperative efforts could be completed to minimize the  
1467 impact of growth on surrounding agriculture and natural resource lands, maintain a  
1468 separation between a city and the Metro UGB, minimize the impact on state transportation  
1469 facilities, match population growth to rural resource job and local urban job growth and  
1470 coordinate land use policies." Communities such as North Plains and other communities  
1471 adjacent to the region such as Estacada and Scappoose may find this more limited  
1472 approach suitable to their local situation.

1473  
1474  
1475 Rural Reserves

1476  
1477 Some rural lands adjacent to and nearby the regional UGB and not designated as urban  
1478 reserves may be designated as rural reserves. This designation is intended as a policy  
1479 statement by Metro to not extend its UGB into these areas and to support neighboring  
1480 cities' efforts not to expand their urban growth boundaries into these areas. The  
1481 objectives for rural land planning in the region will be to maintain the rural character of the  
1482 landscape to support and maintain our agricultural economy, and to avoid or eliminate  
1483 conflicts with farm and forest practices, help meet regional needs for open space and  
1484 wildlife habitat, and help to clearly separate urban from rural land. This will be pursued by  
1485 not expanding the UGB into these areas and supporting rural zoning designations. These  
1486 rural reserves keep adjacent urban areas separate. These rural lands are not needed or  
1487 planned for development but are more likely to experience development pressures than  
1488 are areas farther away.

1489  
1490 These lands will not be developed in urban uses in the foreseeable future, an idea that  
1491 requires agreement among local, regional and state agencies. They are areas outside the  
1492 present UGB and along highways that connect the region to neighboring cities.

1493  
1494 New rural commercial or industrial development would be restricted. Some areas would  
1495 receive priority status as potential areas for park and open space acquisition. . Zoning

1496 would be for resource protection on farm and forestry land, and very low density  
1497 residential (no greater average density than one unit for five acres) for exception land.  
1498

1499 These rural reserves would support and protect farm and forestry operations. The  
1500 reserves also would include some purchase of natural areas adjacent to rivers, streams  
1501 and lakes to make sure the water quality is protected and wildlife habitat enhanced.  
1502 Large natural features, such as hills and buttes, also would be included as rural reserves  
1503 because they buffer developed areas and are poor candidates for compact urban  
1504 development.  
1505

1506 Rural reserves are designated in areas that are most threatened by new development,  
1507 that separate communities, or exist as special resource areas.  
1508

1509 Rural reserves also would be retained to separate cities within the Metro boundary.  
1510 Cornelius, Hillsboro, Tualatin, Sherwood and Wilsonville all have existing areas of rural  
1511 land that provide a break in urban patterns. Urban reserve study areas that are indicated  
1512 on the Concept Map are also separated by rural reserves, such as the Damascus-Pleasant  
1513 Valley areas from Happy Valley.  
1514

1515 The primary means of achieving rural reserves would be through the regional framework  
1516 plan for areas within the Metro boundary, and voluntary agreements among Metro, the  
1517 counties, neighboring cities and the state for those areas outside the Metro boundary.  
1518 These agreements would prohibit extending urban growth into the rural reserves and  
1519 require that state agency actions are consistent with the rural reserve designation.  
1520

#### 1521 Open Spaces and Trail Corridors 1522

1523 The areas designated open space on the Concept map are parks, stream and trail  
1524 corridors, wetlands and floodplains, largely undeveloped upland areas and areas of  
1525 compatible very low density residential development. Many of these natural features  
1526 already have significant land set aside as open space. The Tualatin Mountains, for  
1527 example, contain major parks such as Forest Park and Tryon Creek State Park and  
1528 numerous smaller parks such as Gabriel Park in Portland and Wilderness Park in West  
1529 Linn. Other areas are oriented toward wetlands and streams, with Fanno Creek in  
1530 Washington County having one of the best systems of parks and open space in the region.  
1531

1532 Local jurisdictions are encouraged to establish acres of open space per capita goals based  
1533 on rates at least as great as current rates, in order to keep up with current conditions.  
1534

1535 Designating these areas as open spaces would have several effects. First, it would remove  
1536 these land from the category of urban land that is available for development. The capacity

1537 of the UGB would have to be calculated without these, and plans to accommodate housing  
1538 and employment would have to be made without them. Secondly, these natural areas,  
1539 along with key rural reserve areas, would receive a high priority for purchase as parks and  
1540 open space, such as Metro's Greenspaces program. Finally, regulations could be  
1541 developed to protect these critical natural areas that would not conflict with housing and  
1542 economic goals, thereby having the benefit of regulatory protection of critical creek areas,  
1543 compatible low-density development and transfer of development rights to other lands  
1544 better suited for development.

1545  
1546 About 35,000 acres of land and water inside today's UGB are included as open spaces in  
1547 the Growth Concept Map. Preservation of these Open Spaces could be achieved by a  
1548 combination of ways. Some areas could be purchased by public entities, such as Metro's  
1549 Greenspaces program or local park departments. Others may be donated by private  
1550 citizens or by developers of adjacent properties to reduce the impact of development.  
1551 Some could be protected by environmental zoning which allows very low-density residential  
1552 development through the clustering of housing on portions of the land while leaving  
1553 important features as common open space.

1554  
1555 Centers

1556  
1557 Creating higher density centers of employment and housing is advantageous for several  
1558 reasons. These centers provide access to a variety of goods and services in a relatively  
1559 small geographic area, creating an intense business climate. Having centers also makes  
1560 sense from a transportation perspective, since most centers have an accessibility level that  
1561 is conducive to transit, bicycling and walking. Centers also act as social gathering places  
1562 and community centers, where people would find the cultural and recreational activities and  
1563 "small town atmosphere" they cherish.

1564  
1565 The major benefits of centers in the marketplace are accessibility and the ability to  
1566 concentrate goods and services in a relatively small area. The problem in developing  
1567 centers, however, is that most of the existing centers are already developed and any  
1568 increase in the density must be made through redeveloping existing land and buildings.  
1569 Emphasizing redevelopment in centers over development of new areas of undeveloped  
1570 land is a key strategy in the Growth Concept. Areas of high unemployment and low  
1571 property values should be specially considered to encourage reinvestment and  
1572 redevelopment. Incentives and tools to facilitate redevelopment in centers should be  
1573 identified.

1574  
1575 There are three types of centers, distinguished by size and accessibility. The "central city"  
1576 is downtown Portland and is accessible to millions of people. "Regional centers" are

1577 accessible to hundreds of thousands of people and "town centers" are accessible to tens of  
1578 thousands.

1579  
1580 The Central City

1581  
1582 Downtown Portland serves as our major regional center and functions quite well as an  
1583 employment and cultural hub for the metropolitan area. It provides accessibility to the  
1584 many businesses that require access to a large market area and also serves as the location  
1585 for cultural and social functions that draw the region together. It is the center for local,  
1586 regional, state and federal governments, financial institutions, commerce, the center for arts  
1587 and culture, and for visitors to the region.

1588  
1589 In addition, downtown Portland has a high percentage of travel other than by car -- three  
1590 times higher than the next most successful area. Jobs and housing are readily available  
1591 there, without the need for a car. Maintaining and improving upon the strengths of our  
1592 regional downtown shall remain a high priority.

1593  
1594 Today, about 20 percent of all employment in the region is in downtown Portland. Under  
1595 the Growth Concept, downtown Portland would grow at about the same rate as the rest of  
1596 the region and would remain the location of about 20 percent of regional employment. To  
1597 do this, downtown Portland's 1990 density of 150 people per acre would increase to about  
1598 250 people per acre. Improvements to the transit system network, development of a multi-  
1599 modal street system and maintenance of regional through routes (the highway system)  
1600 would provide additional mobility to and from the city center.

1601  
1602 Regional Centers

1603  
1604 There are nine regional centers, serving four market areas (outside of the Central City  
1605 market area). Hillsboro serves that western portion of the region and Gresham the eastern.  
1606 The Central City and Gateway serve most of the Portland area as a regional center.  
1607 Downtown Beaverton and Washington Square serve the east Washington County area,  
1608 and downtown Oregon City, Clackamas Town Center and Milwaukie together serve  
1609 Clackamas County and portions of outer south east Portland.

1610  
1611 These Regional Centers would become the focus of compact development, redevelopment  
1612 and high-quality transit service, multi-modal street networks and act as major nodes along  
1613 regional through routes. The Growth Concept estimates that about 3 percent of new  
1614 household growth and 11 percent of new employment growth would be accommodated in  
1615 these regional centers. From the current 24 people per acre, the Growth Concept would  
1616 allow of about 60 people per acre.

1617

1618 Transit improvements would include light-rail connecting all regional centers to the Central  
1619 City. A dense network of multi-modal arterial and collector streets would tie regional  
1620 centers to surrounding neighborhoods and other centers. Regional through-routes would  
1621 be designed to connect regional centers and ensure that these centers are attractive  
1622 places to conduct business. The relatively small number of centers reflects not only the  
1623 limited market for new development at this density but also the limited transportation  
1624 funding for the high-quality transit and roadway improvements envisioned in these areas.  
1625 As such, the nine regional centers should be considered candidates and ultimately the  
1626 number should be reduced or policies established to phase-in certain regional centers  
1627 earlier than others.

1628  
1629 **Town Centers**

1630  
1631 Smaller than regional centers and serving populations of tens of thousands of people, town  
1632 centers are the third type of center with compact development and transit service. Town  
1633 centers would accommodate about 3 percent of new households and more than 7 percent  
1634 of new employment. The 1990 density of an average of 23 people per acre would nearly  
1635 double -- to about 40 persons per acre, the current densities of development along  
1636 Hawthorne Boulevard and in downtown Hillsboro.

1637  
1638 Town centers would provide local shopping, employment and cultural and recreational  
1639 opportunities within a local market area. They are designed to provide local retail and  
1640 services, at a minimum. They also would vary greatly in character. Some would become  
1641 traditional town centers, such as Lake Oswego, Oregon City and Forest Grove, while others  
1642 would change from an auto-oriented development into a more complete community, such  
1643 as Hillsdale. Many would also have regional specialties, such as office centers envisioned  
1644 for the Cedar Mill town center. Several new town centers are designated, such as in Happy  
1645 Valley and Damascus, to accommodate the retail and service needs of a growing  
1646 population while reducing auto travel. Others would combine a town center within a  
1647 regional center, offering the amenities and advantages of each type of center.

1648  
1649 **Corridors**

1650  
1651 Corridors are not as dense as centers, but also are located along good quality transit lines.  
1652 They provide a place for densities that are somewhat higher than today and feature a high-  
1653 quality pedestrian environment and convenient access to transit. Typical new  
1654 developments would include rowhouses, duplexes, and one to three story office and retail  
1655 buildings, and average about 25 persons per acre. While some corridors may be  
1656 continuous, narrow bands of higher intensity development along arterial roads, others may  
1657 be more 'nodal', that is, a series of smaller centers at major intersections or other locations  
1658 along the arterial which have high quality pedestrian environments, good connections to



1659 adjacent neighborhoods and good transit service. So long as the average target densities  
1660 and uses are allowed and encouraged along the corridor, many different development  
1661 patterns - nodal or linear - may meet the corridor objective.

1662  
1663 **Station Communities**

1664  
1665 Station communities are nodes of development centered around a light rail or high capacity  
1666 transit station which feature a high-quality pedestrian environment. They provide for the  
1667 highest density outside centers. The station communities would encompass an area  
1668 approximately one-half mile from a station stop. The densities of new development would  
1669 average about 45 persons per acre. Zoning ordinances now set minimum densities for  
1670 most Eastside and Westside MAX station communities. An extensive station community  
1671 planning program is now under way for each of the Westside station communities, and  
1672 similar work is envisioned for the proposed South/North line. It is expected that the station  
1673 community planning process will result in specific strategies and plan changes to  
1674 implement the station communities concept.

1675  
1676 Because the Growth Concept calls for many corridors and station communities throughout  
1677 the region, together they are estimated to accommodate 27 percent of the new households  
1678 of the region and nearly 15 percent of new employment.

1679  
1680 **Main Streets and Neighborhood Centers**

1681  
1682 During the early decades of this century, main streets served by transit and characterized  
1683 by a strong business and civic community were a major land-use pattern throughout the  
1684 region. Examples remain in Hillsboro, Milwaukie, Oregon City and Gresham as well as the  
1685 Westmoreland neighborhood and Hawthorne Boulevard. Today, these areas are  
1686 undergoing a revival and provide an efficient and effective land-use and transportation  
1687 alternative. The Growth Concept calls for main streets to grow from 1990 levels of 36  
1688 people per acre to about 39 per acre. Main streets would accommodate nearly 2 percent of  
1689 housing growth.

1690  
1691 Main streets typically will serve neighborhoods and may develop a regional specialization --  
1692 such as antiques, fine dining, entertainment or specialty clothing -- that draws people from  
1693 other parts of the region. Main Streets form neighborhood centers as areas that provide  
1694 the retail and service development at other intersections at the focus of neighborhood  
1695 areas and around MAX light rail stations. When several main streets occur within a few  
1696 blocks of one another, they may also serve as a dispersed town center, such as the main  
1697 street areas of Belmont, Hawthorne and Division that form a town center for inner southeast  
1698 Portland.

1699

1700 Neighborhoods

1701

1702 Residential neighborhoods would remain a key component of the Growth Concept and  
1703 would fall into two basic categories. Inner neighborhoods include areas such as Portland  
1704 Beaverton, Milwaukie and Lake Oswego, and would include primarily residential areas that  
1705 are accessible to employment. Lot sizes would be smaller to accommodate densities  
1706 increasing from 1990 levels of about 11 people per acre to about 14 per acre. Inner  
1707 neighborhoods would trade smaller lot sizes for better access to jobs and shopping. They  
1708 would accommodate about 28 percent of new households and 15 percent of new  
1709 employment (some of the employment would be home occupations and the balance would  
1710 be neighborhood-based employment such as schools, daycare and some neighborhood  
1711 businesses).

1712

1713 Outer neighborhoods would be farther away from large employment centers and would  
1714 have larger lot sizes and lower densities. Examples include cities such as Forest Grove,  
1715 Sherwood and Oregon City, and any additions to the UGB. From 1990 levels of nearly 10  
1716 people per acre, outer neighborhoods would increase to about 13 per acre. These areas  
1717 would accommodate about 28 percent of new households and 10 percent of new  
1718 employment.

1719

1720 One of the most significant problems in some newer neighborhoods is the lack of street  
1721 connections, a recent phenomenon that has occurred in the last 25 years. It is one of the  
1722 primary causes of increased congestion in new communities. Traditional neighborhoods  
1723 contained a grid pattern with up to 20 through streets per mile. But in new areas, one to  
1724 two through streets per mile is the norm. Combined with large scale single-use zoning and  
1725 low densities, it is the major cause of increasing auto dependency in neighborhoods. To  
1726 improve local connectivity throughout the region, all areas shall develop master street plans  
1727 intended to improve access for all modes of travel. These plans shall include 8 to 20 local  
1728 street connections per mile, except in cases where fewer connections are necessitated by  
1729 constraints such as natural or constructed features (for example streams, wetlands, steep  
1730 slopes, freeways, airports, etc.)

1731

1732 Industrial Areas and Employment Areas

1733

1734 The Portland metropolitan area economy is heavily dependant upon wholesale trade and  
1735 the flow of commodities to national and international markets. The high quality of our  
1736 freight transportation system and, in particular, our intermodal freight facilities are essential  
1737 to continued growth in trade. The intermodal facilities (air and marine terminals, freight rail  
1738 yards and common carrier truck terminals) are an area of regional concern, and the  
1739 regional framework plan will identify and protect lands needed to meet their current and  
1740 projected space requirements.

1741 Industrial areas would be set aside primarily for industrial activities. Other supporting uses,  
1742 including some retail uses, may be allowed if limited to sizes and locations intended to  
1743 serve the primary industrial uses. They include land-intensive employers, such as those  
1744 around the Portland International Airport, the Hillsboro Airport and some areas along  
1745 Highway 212/224. Areas of high agglomerative economic potential, such as the Sunset  
1746 Corridor for electronics products and the Northwest Industrial sanctuary for metal products,  
1747 shall be supported with transportation planning and infrastructure development designed to  
1748 meet their needs. Industrial areas are expected to accommodate 10 percent of regional  
1749 employment and no households. Retail uses whose market area is substantially larger  
1750 than the employment area shall not be considered supporting uses.

1751  
1752 Other employment centers would be designated as employment areas, mixing various  
1753 types of employment and including some residential development as well. These  
1754 employment areas would provide for about five percent of new households and 14 percent  
1755 of new employment within the region. Densities would rise substantially from 1990 levels of  
1756 about 11 people per acre to about 20 people per acre. Employment areas would be  
1757 expected to include some limited retail commercial uses sized to serve the needs of people  
1758 working and living in the immediate employment areas, not larger market areas outside the  
1759 employment area. Exceptions to this general policy can be made for low traffic generating  
1760 land consumptive commercial uses with low parking needs which have a community or  
1761 region-wide market.

1762  
1763 The siting and development of new industrial areas would consider the proximity of housing  
1764 for all income ranges provided by employment in the projected industrial center, as well as  
1765 accessibility to convenient and inexpensive non-auto transportation. The continued  
1766 development of existing industrial areas would include attention to these two issues as well.

1767  
1768 Urban Reserves

1769  
1770 One important feature of the Growth Concept is that it would accommodate all 50 years of  
1771 forecasted growth through a relatively small amount of urban reserves. Urban reserves  
1772 consist of land set aside outside the present UGB for future growth. The Growth Concept  
1773 contains approximately 22,000 acres of Urban Reserve Study Areas shown on the Concept  
1774 Map. Less than the full Study Area may be needed for urban reserve area designation if  
1775 the other density goals of the Growth Concept are met. Over 75 percent of these lands are  
1776 currently zoned for rural housing and the remainder are zoned for farm or forestry uses.  
1777 These areas shall be refined for designation of urban reserves required by the Growth  
1778 Concept.

1779  
1780 Transportation Facilities

1781

1782 In undertaking the Region 2040 process, the region has shown a strong commitment to  
1783 developing a regional plan that is based on greater land use efficiencies and a truly multi-  
1784 modal transportation system. However, the transportation system defined in the Growth  
1785 Concept Analysis serves as a theoretical definition (construct) of the transportation system  
1786 needed to serve the land uses in the Growth Concept (Recommended Alternative urban  
1787 form). The modeled system reflects only one of many possible configurations that might be  
1788 used to serve future needs, consistent with the policy direction called for in the Growth  
1789 Concept (amendment to RUGGOs).

1790  
1791 As such, the Growth Concept (Recommended Alternative) transportation map provides only  
1792 general direction for development of an updated RTP and does not prescribe or limit what  
1793 the RTP will ultimately include in the regional system. Instead, the RTP will build upon the  
1794 broader land use and transportation directions that are defined in the Growth Concept  
1795 (Recommended Alternative).

1796  
1797 The transportation elements needed to create a successful growth management policy are  
1798 those that support the Growth Concept. Traditionally, streets have been defined by their  
1799 traffic-carrying potential, and transit service according to its ability to draw commuters.  
1800 Other travel modes have not been viewed as important elements of the transportation  
1801 system. The Growth Concept establishes a new framework for planning in the region by  
1802 linking urban form to transportation. In this new relationship, transportation is viewed as a  
1803 range of travel modes and options that reinforce the region's growth management goals.

1804  
1805 Within the framework of the Growth Concept is a network of multi-modal corridors and  
1806 regional through-routes that connect major urban centers and destinations. Through-routes  
1807 provide for high-volume auto and transit travel at a regional scale, and ensure efficient  
1808 movement of freight. Within multi-modal corridors, the transportation system will provide a  
1809 broader range of travel mode options, including auto, transit, bicycle and pedestrian  
1810 networks, that allow choices of how to travel in the region. These travel options will  
1811 encourage the use of alternative modes to the auto, a shift that has clear benefits for the  
1812 environment and the quality of neighborhoods and urban centers and address the needs of  
1813 those without access to automobiles.

1814  
1815 In addition to the traditional emphasis on road and transit facilities, the development of  
1816 networks for freight travel and intermodal facilities, for bicycle and pedestrian travel and the  
1817 efficient use of capacity on all streets through access management and congestion  
1818 management and/or pricing will be part of a successful transportation system.

1819  
1820 While the Concept Map shows only major transit facilities and corridors, all areas within the  
1821 UGB have transit access. Transit service in the Growth Concept included both fixed-route

1822 and demand responsive systems. The RTP shall further define the type and extent of  
1823 transit service available throughout the region.

1824  
1825 Intermodal Facilities

1826  
1827 The region's continued strength as a national and international distribution center is  
1828 dependent upon adequate intermodal facilities and access to them. Intermodal facilities  
1829 include marine terminals, railroad intermodal points, such as the Union Pacific's Albina  
1830 Yard, the airports and the Union Station/inter-city bus station area. The RTP will identify  
1831 these areas and their transportation requirements and will identify programs to provide  
1832 adequate freight capacity.

1833  
1834  
1835 Truck Routes

1836 Truck routes will be identified and freight movement will be given priority in terms of  
1837 roadway design and operation between areas with freight dependent uses within the region  
1838 and major facilities serving areas locations outside the region.

1839  
1840 Regional Through-Routes

1841  
1842 These are the routes that move people and goods through and around the region, connect  
1843 regional centers to each other and to the Central City, and connect the region to the  
1844 statewide and interstate transportation system. They include freeways, limited access  
1845 highways and heavily traveled arterials, and usually function as through-routes. As such,  
1846 they are important not only because of the movement of people, but as one of the region's  
1847 major freight systems. Since much of our regional economy depends on the movement of  
1848 goods and services, it is essential to keep congestion on these roads at manageable  
1849 levels. These major routes frequently serve as transit corridors but are seldom conducive  
1850 to bicycles or pedestrians because of the volume of auto and freight traffic that they carry.

1851  
1852 With their heavy traffic and high visibility, these routes are attractive to business. However,  
1853 when they serve as a location for auto-oriented businesses, the primary function of these  
1854 routes, to move regional and statewide traffic, can be eroded. While they serve as an  
1855 appropriate location for auto-oriented businesses, they are poor locations for businesses  
1856 that are designed to serve neighborhoods or sub-regions. These are better located on  
1857 multi-modal arterials. They need the highest levels of access control. In addition, it is  
1858 important that they not become barriers to movements across them by other forms of travel,  
1859 auto, pedestrian, transit or bicycle. They shall focus on providing access to centers and  
1860 neighbor cities, rather than access to the lands that front them.

1861  
1862

1863 Multi-Modal Arterials

1864

1865 These represent most of the region's arterials. They include a variety of design styles and  
1866 speeds, and are the backbone for a system of multi-modal travel options. Older sections of  
1867 the region are better designed for multi-modal travel than new areas. Although these  
1868 streets are often smaller than suburban arterials, they carry a great deal of traffic (up to  
1869 30,000 vehicles a day), experience heavy bus ridership along their routes and are  
1870 constructed in dense networks that encourage bicycle and pedestrian travel. The RTP shall  
1871 identify these multi-modal streets and develop a plan to further encourage alternative travel  
1872 modes within these corridors.

1873

1874 Many new streets, however, are designed to accommodate heavy auto and freight traffic at  
1875 the expense of other travel modes. Multiple, wide lanes, dedicated turning lanes, narrow  
1876 sidewalks exposed to moving traffic, and widely-spaced intersections and street crossings  
1877 create an environment that is difficult and dangerous to negotiate without a car. The RTP  
1878 shall identify these potential multi-modal corridors and establish design standards that  
1879 encourage other modes of travel along these routes.

1880

1881 Some multi-modal arterials also carry significant volumes of freight. The RTP will ensure  
1882 that freight mobility on these routes is adequately protected by considering freight needs  
1883 when identifying multi-modal routes, and in establishing design standards intended to  
1884 encourage alternative modes of passenger travel.

1885

1886 Collectors and Local Streets

1887

1888 These streets become a regional priority when a lack of adequate connections forces  
1889 neighborhood traffic onto arterials. New suburban development increasingly depends on  
1890 arterial streets to carry trips to local destinations, since most new local streets systems are  
1891 specifically designed with curves and cul-de-sacs to discourage local through travel by any  
1892 mode. The RTP should consider a standard of 8 to 20 through streets per mile, applied to  
1893 both developed and developing areas to reduce local travel on arterials. There should also  
1894 be established standard bicycle and pedestrian through-routes (via easements, greenways,  
1895 fire lanes, etc.) in existing neighborhoods where changes to the street system are not a  
1896 reasonable alternative.

1897

1898 Light Rail

1899

1900 Light rail transit (LRT) daily travel capacity measures in tens of thousands of riders and  
1901 provides a critical travel option to major destinations. The primary function of light rail in  
1902 the Growth Concept is to link regional centers and the Central City, where concentrations of  
1903 housing and employment reach a level that can justify the cost of developing a fixed transit

1904 system. In addition to their role in developing regional centers, LRT lines can also support  
1905 significant concentrations of housing and employment at individual station areas along their  
1906 routes.

1907  
1908 In addition, neighbor cities of sufficient size should also include a transit connection to the  
1909 metropolitan area to provide a full-range of transportation alternatives.

1910  
1911 "Planned and Existing Light Rail Lines" on the Concept Map represent some locations  
1912 shown on the current RTP which were selected for initial analysis. "Proposed Light Rail  
1913 Alignments" show some appropriate new light rail locations consistent with serving the  
1914 Growth Concept. "Potential HCT lines" highlight locations for some concentrated form of  
1915 transit, possibly including light rail. These facilities demonstrate the general direction for  
1916 development of an updated RTP which will be based on further study. The Concept Map  
1917 transportation facilities do not prescribe or limit the existing or updated RTP.

1918  
1919 Bicycle and Pedestrian Networks

1920  
1921 Bicycling and walking should play an important part in the regional transportation system  
1922 especially within neighborhoods and centers and for other shorter trips. They are also  
1923 essential to the success of an effective transit system. In addition to the arrangement of  
1924 land uses and site design, route continuity and the design of rights-of-way in a manner  
1925 friendly to bicyclists and pedestrians are necessary. The RTP will establish targets which  
1926 substantially increase the share of these modes.

1927  
1928 Demand Management/Pricing

1929  
1930 The land uses and facilities in the Growth Concept cannot, by themselves, meet the  
1931 region's transportation objectives. Demand Management (carpooling, parking management  
1932 and pricing strategies) and system management will be necessary to achieve the  
1933 transportation system operation described in the Growth Concept. Additional actions will  
1934 be need to resolve the significant remaining areas of congestion and the high VMT/capita  
1935 which it causes. The RTP will identify explicit targets for these programs in various areas  
1936 of the region.

1937

(INSERT EXHIBIT A: GROWTH CONCEPT MAP HERE)



1938 **GLOSSARY**

1939

1940 **Areas and Activities of Metropolitan Concern.** A program, area or activity, having  
1941 significant impact upon the orderly and responsible development of the metropolitan area  
1942 that can benefit from a coordinated multi-jurisdictional response.

1943

1944 **Beneficial Use Standards.** Under Oregon law, specific uses of water within a drainage  
1945 basin deemed to be important to the ecology of that basin as well as to the needs of local  
1946 communities are designated as "beneficial uses." Hence, "beneficial use standards" are  
1947 adopted to preserve water quality or quantity necessary to sustain the identified beneficial  
1948 uses.

1949

1950 **Center City.** The downtown and adjacent portions of the city of Portland. See the Growth  
1951 Concept map and text.

1952

1953 **Corridors.** While some corridors may be continuous, narrow bands of higher intensity  
1954 development along arterial roads, others may be more 'nodal', that is, a series of smaller  
1955 centers at major intersections or other locations along the arterial which have high quality  
1956 pedestrian environments, good connections to adjacent neighborhoods and good transit  
1957 service. So long as the average target densities and uses are allowed and encouraged  
1958 along the corridor, many different development patterns - nodal or linear - may meet the  
1959 corridor objective .

1960

1961 **Economic Opportunities Analysis.** An "economic opportunities analysis" is a strategic  
1962 assessment of the likely trends for growth of local economies in the state consistent with  
1963 OAR 660-09-015. Such an analysis is critical for economic planning and for ensuring that  
1964 the land supply in an urban area will meet long-term employment growth needs.

1965

1966 **Employment Areas** Areas of mixed employment that include various types of  
1967 manufacturing, distribution and warehousing uses, commercial and retail development as  
1968 well as some residential development. Retail uses should primarily serve the needs of the  
1969 people working or living in the immediate employment area. Exceptions to this general  
1970 policy can be made for example, land consumptive commercial uses with low parking  
1971 needs which have a community or region-wide market.

1972

1973 **Exception.** An "exception" is taken for land when either commitments for use, current  
1974 uses, or other reasons make it impossible to meet the requirements of one or a number of  
1975 the statewide planning goals. Hence, lands "excepted" from statewide planning goals 3  
1976 (Agricultural Lands) and 4 (Forest Lands) have been determined to be unable to comply  
1977 with the strict resource protection requirements of those goals and are thereby able to be

- 1978 used for other than rural resource production purposes. Lands not excepted from statewide  
1979 planning goals 3 and 4 are to be used for agricultural or forest product purposes, and other,  
1980 adjacent uses must support their continued resource productivity.  
1981
- 1982 **Exclusive Farm Use.** Land zoned primarily for farming and restricting many uses that are  
1983 incompatible with farming, such as rural housing. Some portions of rural reserves also may  
1984 be zoned as exclusive farm use.  
1985
- 1986 **Fair Share** A proportionate amount by local jurisdiction. Used in the context of affordable  
1987 housing in this document. "Fair share" means that each city and county within the region  
1988 working with Metro to establish local and regional policies which will provide the opportunity  
1989 within each jurisdiction for accommodating a portion of the region's need for affordable  
1990 housing.  
1991
- 1992 **Family Wage Job.** A permanent job with an annual income greater than or equal to the  
1993 average annual covered wage in the region. The most current average annual covered  
1994 wage information from the Oregon Employment Division shall be used to determine the  
1995 family wage job rate for the region or for counties within the region.  
1996
- 1997 **Fiscal Tax Equity.** The process by which inter-jurisdictional fiscal disparities can be  
1998 addressed through a partial redistribution of the revenue gained from economic wealth,  
1999 particularly the increment gained through economic growth.  
2000
- 2001 **Freight Mobility.** The efficient movement of goods from point of origin to destination.  
2002
- 2003 **Functional Plan.** A limited purpose multi-jurisdictional plan for an area or activity having  
2004 significant district-wide impact upon the orderly and responsible development of the  
2005 metropolitan area that serves as a guideline for local comprehensive plans consistent with  
2006 ORS 268.390.  
2007
- 2008 **Growth Concept.** A concept for the long-term growth management of our region, stating  
2009 the preferred form of the regional growth and development, including where and how much  
2010 the UGB should be expanded, what densities should characterize different areas, and  
2011 which areas should be protected as open space.  
2012
- 2013 **High Capacity Transit.** Transit routes that may be either a road designated for frequent  
2014 bus service or for a light-rail line.  
2015

2016 **Housing Affordability.** The availability of housing such that no more than 30 percent (an  
2017 index derived from federal, state and local housing agencies) of the monthly income of the  
2018 household need be spent on shelter.  
2019

2020 **Industrial Areas.** An area set aside for industrial activities. Supporting commercial and  
2021 related uses may be allowed, provided they are intended to serve the primary industrial  
2022 users. Residential development shall not be considered a supporting use, nor shall retail  
2023 users whose market area is substantially larger than the industrial area be considered  
2024 supporting uses.  
2025

2026 **Infill.** New development on a parcel or parcels of less than one contiguous acre located  
2027 within the UGB.  
2028

2029 **Infrastructure.** Roads, water systems, sewage systems, systems for storm drainage,  
2030 bridges, transportation facilities, parks, schools and public facilities developed to support  
2031 the functioning of the developed portions of the environment. Areas of the undeveloped  
2032 portions of the environment such as floodplains, riparian and wetland zones, groundwater  
2033 recharge and discharge areas and Greenspaces that provide important functions related to  
2034 maintaining the region's air and water quality, reduce the need for infrastructure expenses  
2035 and contribute to the region's quality of life.  
2036

2037 **Inner Neighborhoods.** Areas in Portland and the older cities that are primarily residential,  
2038 close to employment and shopping areas, and have slightly smaller lot sizes and higher  
2039 population densities than in outer neighborhoods  
2040

2041 **Intermodal** The connection of one type of transportation mode with another  
2042

2043 **Intermodal Facility.** A transportation element that accommodates and interconnects  
2044 different modes of transportation and serves the statewide, interstate and international  
2045 movement of people and goods.  
2046

2047 **Jobs Housing Balance.** The relationship between the number, type, mix and wages of  
2048 existing and anticipated jobs balanced with housing costs and availability so that non-auto  
2049 trips are optimized in every part of the region.  
2050

2051 **Key or Critical Public Facilities and Services.** Basic facilities that are primarily planned  
2052 for by local government but which also may be provided by private enterprise and are  
2053 essential to the support of more intensive development, including transportation, water  
2054 supply, sewage, parks, schools and solid waste disposal.  
2055

2056 **Local Comprehensive Plan.** A generalized, coordinated land use map and policy  
2057 statement of the governing body of a city or county that inter-relates all functional and  
2058 natural systems and activities related to the use of land, consistent with state law.  
2059

2060 **Major Amendment.** A proposal made to the Metro Council for expansion of the UGB of 20  
2061 acres or more, consistent with the provisions of the Metro code.  
2062

2063 **Metropolitan Housing Rule.** A rule (OAR 660, Division 7) adopted by the Land  
2064 Conservation and Development Commission to assure opportunity for the provision of  
2065 adequate numbers of needed housing units and the efficient use of land within the Metro  
2066 UGB. This rule establishes minimum overall net residential densities for all cities and  
2067 counties within the UGB, and specifies that 50 percent of the land set aside for new  
2068 residential development be zoned for multifamily housing.  
2069

2070 **Main Streets.** Neighborhood shopping areas along a main street or at an intersection,  
2071 sometimes having a unique character that draws people from outside the area. NW 23rd  
2072 Avenue and SE Hawthorne Boulevard are current examples of main streets.  
2073

2074 **Neighborhood Centers.** Retail and service development that surrounds major MAX  
2075 stations and other major intersections, extending out for one-quarter to one-half mile.  
2076

2077 **Neighboring Cities.** Cities such as Sandy, Canby, and Newberg that are outside Metro's  
2078 jurisdiction but will be affected by the growth policies adopted by the Metro Council or other  
2079 jurisdictions, such as North Plains, Estacada or Scappoose, which may be affected by  
2080 Metro actions.  
2081

2082 **Open Space.** Publicly and privately -owned areas of land, including parks, natural areas  
2083 and areas of very low density development inside the UGB.  
2084

2085 **Outer Neighborhoods.** Areas in the outlying cities that are primarily residential, farther  
2086 from employment and shopping areas, and have larger lot sizes and lower population  
2087 densities than inner neighborhoods.  
2088

2089 **Pedestrian Scale.** An urban development pattern where walking is a safe, convenient and  
2090 interesting travel mode. It is an area where walking is at least as attractive as any other  
2091 mode to all destinations within the area. The following elements are not cited as  
2092 requirements, but illustrate examples of pedestrian scale: continuous, smooth and wide  
2093 walking surfaces; easily visible from streets and buildings and safe for walking; minimal  
2094 points where high speed automobile traffic and pedestrians mix; frequent crossings;  
2095 storefronts, trees, bollards, on-street parking, awnings, outdoor seating, signs, doorways

2096 and lighting designed to serve those on foot; well integrated into the transit system and  
2097 having uses which cater to people on foot.

2098  
2099 **Persons Per Acre.** This is a term expressing the intensity of building development by  
2100 combining residents per net acre and employees per net acre.

2101  
2102 **Planning activities** Planning activities cited in the RUGGO are not regulatory but contain  
2103 implementation ideas for future study in various stages of development that may or may not  
2104 lead to RUGGO amendments, new functional plans, functional plan amendments, or  
2105 regional framework plan elements. Planning activities for any given year will be subject to  
2106 Metro Executive Officer budget recommendations and Metro Council budget adoption.

2107  
2108 **Regional Centers.** Areas of mixed residential and commercial use that serve hundreds of  
2109 thousands of people and are easily accessible by different types of transit. Examples  
2110 include traditional centers such as downtown Gresham and new centers such as  
2111 Clackamas Town Center.

2112  
2113 **Rural Reserves.** Areas that are a combination of public and private lands outside the  
2114 UGB, used primarily for farms and forestry. They are protected from development by very  
2115 low-density zoning and serve as buffers between urban areas.

2116  
2117 **State Implementation Plan.** A plan for ensuring that all parts of Oregon remain in  
2118 compliance with Federal air quality standards.

2119  
2120 **Stewardship** A planning and management approach that considers environmental  
2121 impacts and public benefits of actions as well as public and private dollar costs.

2122  
2123 **Station Communities** That area generally within a 1/4- to 1/2-mile radius of light rail  
2124 stations or other high capacity transit which is planned as a multi-modal community of  
2125 mixed uses and substantial pedestrian accessibility improvements.

2126  
2127 **Subregion.** An area of analysis used by Metro centered on each regional center and used  
2128 for analyzing jobs/housing balance.

2129  
2130 **Town Centers.** Areas of mixed residential and commercial use that serve tens of  
2131 thousands of people. Examples include the downtowns of Forest Grove and Lake  
2132 Oswego.

2133  
2134 **Urban Form.** The net result of efforts to preserve environmental quality, coordinate the  
2135 development of jobs, housing, and public services and facilities, and inter-relate the

2136 benefits and consequences of growth in one part of the region with the benefits and  
2137 consequences of growth in another. Urban form, therefore, describes an overall framework  
2138 within which regional urban growth management can occur. Clearly stating objectives for  
2139 urban form and pursuing them comprehensively provides the focal strategy for rising to the  
2140 challenges posed by the growth trends present in the region today.

2141  
2142 **Urban Growth Boundary.** A boundary which identifies urban and urbanizable lands  
2143 needed during the 20-year planning period to be planned and serviced to support urban  
2144 development densities, and which separates urban and urbanizable lands from rural land.  
2145

2146 **Urban Reserve Area.** An area adjacent to the present UGB defined to be a priority  
2147 location for any future UGB amendments when needed. Urban reserves are intended to  
2148 provide cities, counties, other service providers, and both urban and rural land owners with  
2149 a greater degree of certainty regarding future regional urban form. Whereas the UGB  
2150 describes an area needed to accommodate the urban growth forecasted over a 20-year  
2151 period, the urban reserves plus the area inside the UGB estimate the area capable of  
2152 accommodating the growth expected for 50 years.

2153  
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2156

The acquisition committee's confidential recommendation shall be forwarded to the Executive Officer. The Executive Officer shall review the recommendation and determine whether he/she supports or opposes the recommendation. The Executive Officer shall convey this determination to the Council for review in executive session at its next regularly scheduled meeting. The Council will accept or reject the Executive Officer's recommendation. This information shall remain confidential.

On page 1 of Attachment "A" to Resolution 95-2228-A, following the second to last paragraph, insert a new paragraph, as follows:

\* The Executive Officer or his/her designees shall notify the Council promptly following the closing of each acquisition.

*Execution of Any purchase agreement.*



On page 1 of Attachment "A" to Resolution 95-2228-A, following the second to last paragraph, insert a new paragraph, as follows:

\* The Executive Officer or his/her designees shall notify the Council promptly following the closing of each acquisition.