

# 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: January 18, 1996  
DAY: Thursday  
TIME: 2:00 p.m.  
PLACE: Council Chamber

Approx.  
Time \*

Presenter

- |                      |                                    |  |            |
|----------------------|------------------------------------|--|------------|
| 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<br>(5 min.)  | 4.1                                | Consideration of Minutes for the January 4, 1996 Metro Council Meeting.  |            |
|                      | 5.                                 | <b>RESOLUTIONS</b>   |            |
| 2:20 PM<br>(10 min.) | 5.1                                | <b>Resolution No. 96-2264</b> , For the Purpose of Accepting Nominees to the Metro Committee for Citizen Involvement.  | McLain     |
| 2:30 PM<br>(15 min.) | 5.2                                | <b>Resolution No. 95-2252</b> , For the Purpose of Authorizing the Executive Officer to Enter into Intergovernmental Agreements with the Cities of Beaverton, Portland, and Hillsboro and Washington County for the Purpose of Undertaking Westside Station Community Planning for 1995 through Fiscal Year 1996-97. | McLain     |
| 2:45 PM<br>(30 min.) | 5.3                                | <b>EXECUTIVE SESSION</b><br><b>Held pursuant to ORS 192.660(1)(e). Deliberations with persons to negotiate real property transactions.</b>   |            |
| 3:15 PM<br>(5 min.)  | 5.4                                | <b>Resolution No. 96-2267</b> , For the Purpose of Authorizing the Executive Officer to Purchase Property in the Newell Creek Target Area.   | Washington |
| 3:20 PM<br>(5 min.)  | 5.5                                | <b>Resolution No. 96-2265</b> , For the Purpose of Authorizing the Executive Officer to Purchase Property Within the Terwilliger-Marquam Natural Area in S.W. Portland.  | Washington |

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

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

Approx.  
Time \*

Presenter

|                      |     |   |            |
|----------------------|-----|---|------------|
| 3:25 PM<br>(5 min.)  | 5.6 | <b>Resolution No. 96-2266</b> , For the Purpose of Authorizing the Executive Officer to Purchase Property Within the Willamette River Greenway Regional Target Area.  | Washington |
| 3:30 PM<br>(3 hr.)   | 5.7 | <b>Resolution No. 95-2244</b> , For the Purpose of Amending Urban Reserve Study Areas <b>PUBLIC HEARING</b>   | McLain     |
| 6:30 PM<br>(10 min.) | 6.  | <b>Report and Request to Approve Metro Testimony Regarding LCDC Goal 5 Revision for January 25, 1996 LCDC Hearing.</b> (Additional material available at January 16, 1996 Growth Management Committee Meeting.) | McLain     |
| 6:40 PM<br>(10 Min.) | 7.  | <b>COUNCILOR COMMUNICATIONS</b>   |            |
| 6:50 PM              |     | <b>ADJOURN</b>  |            |

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

**AGENDA ITEM: 5.1**  
**Meeting Date: January 18, 1996**

**Resolution No. 96-2264**

**Resolution No. 96-2264, For the Purpose of Accepting Nominees to the Metro  
Committee for Citizen Involvement.**

## Staff Report

### CONSIDERATION OF RESOLUTION NO. 96-2264, FOR THE PURPOSE OF ACCEPTING NOMINEES TO THE METRO COMMITTEE FOR CITIZEN INVOLVEMENT.

Date: January 8, 1996

By: Judy Shioishi

## Background

Members of the Metro Committee for Citizen Involvement (MCCI) Nomination Committee respectfully submit the names of the nominees included in Exhibit A for Metro Council's consideration. This resolution would accept the nominees to the Metro Committee for Citizen Involvement forwarded through a selection process outlined in the committee bylaws. Due to the staggered term arrangement of the Metro Committee for Citizen Involvement, nine terms ended with the calendar year. Three additional membership positions were vacated mid-term. Although there are a total of twelve vacancies, only eleven names are forwarded at this time. If at all possible, the last vacancy will be filled through consideration by the members of the nominating committee, with the participation of the Metro Councilor for the district. The recommendation would be included in a revised version of Exhibit A and presented for Council's consideration on January 18.

A concern was raised by Councilor Morissette regarding the narrow geographic dispersion of the residences of the applicants. He asked that for future rounds, a greater emphasis be placed on additional recruitment efforts on the eastern portion of Clackamas County and suggested some contacts. Staff and committee members are aware and appreciative of this concern and applications will be solicited and kept on file for the next opening in District 2.

Members of the Nominating Committee include:

County Citizen Involvement Representatives: Don MacGillivray, Chair (Multnomah County CIC), Bill Merchant (Clackamas County CCI), and Peggy Lynch (Washington County CCI).  
MCCI: Aleta Woodruff (Multnomah Co. resident) and Patty Mamula (Clackamas Co. resident).

Councilors McLain and Washington were able to attend the meeting of December 20, 1995. Councilor Kvistad sent his regrets and brief comments.

BEFORE THE METRO COUNCIL

|                                     |   |                                      |
|-------------------------------------|---|--------------------------------------|
| FOR THE PURPOSE OF ACCEPTING        | ) | RESOLUTION NO. 96-2264               |
| NOMINEES TO THE METRO COMMITTEE     | ) |                                      |
| FOR CITIZEN INVOLVEMENT (METRO CCI) | ) | Introduced by Councilor Susan McLain |
|                                     | ) | Council Liaison to the Metro         |
|                                     | ) | Committee for Citizen Involvement    |

WHEREAS, The Metro Council adopted the Regional Urban Growth Goals and Objectives (RUGGOs) on September 26, 1991 by Ordinance 91-418B, revised on December 14, 1995 by Ordinance 95-625A; and

WHEREAS, A partnership is described therein between Metro, citizens, cities, counties, special districts, school districts, and state and regional agencies to work together in this planning process; and

WHEREAS, Citizen Participation is included in the RUGGOs as the first objective under Goal 1, the Regional Planning Process; and

WHEREAS, Objective 1.1 states that Metro shall establish a Regional Citizen Involvement Coordinating Committee (RCICC) to assist with the development, implementation and evaluation of its citizen involvement program, and

WHEREAS, a committee was formed to draft, develop, solicit comments upon, and revise, a set of bylaws to establish the RCICC; and

WHEREAS, These bylaws identify the committee as the Metro Committee for Citizen Involvement (Metro CCI); and

WHEREAS, These bylaws have been adopted by the Metro Council by Resolution No. 92-1580A on May 28, 1992; and subsequently revised three times, most recently by Resolution 94-1986 on November 22, 1994; and

WHEREAS, The Metro Charter called for the creation of an Office of Citizen Involvement, and the establishment of a citizens committee therein; and

WHEREAS, The Metro Council created said Office and established the Metro CCI as the citizen committee within that Office, by adopting Ordinance No. 93-479A; and

WHEREAS, The Metro Council accepted the initial membership of the Metro CCI by Resolution No. 92-1666 on August 27, 1992 with subsequent rounds of applicants approved by Resolution No. 92-1702 on October 20, 1992; Resolution No. 92-1763 on February 25, 1993; Resolution No. 93-1859 on October 15, 1993; Resolution No. 93-1882 on December 23, 1993; Resolution No. 94-1899 on February 24, 1994; Resolution No. 94-2048 on November 10, 1994; Resolution No. 95-2071 A on January 12, 1995, Resolution No. 95-2080 A on January 26, 1995; Resolution No. 95-2181 on July 27, 1995 and

WHEREAS, This portion of the selection process for nomination to the Metro CCI has been initiated, resulting in the nominations of individuals indicated in Exhibit A; now, therefore,

BE IT RESOLVED,

That the Metro Council accepts the persons nominated for membership on the Metro Committee for Citizen Involvement (Metro CCI) identified in Exhibit A attached to this resolution.

ADOPTED BY THE METRO COUNCIL this \_\_\_\_ day of \_\_\_\_\_, 1996.

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Jon Kvistad, Presiding Officer

**EXHIBIT A**  
**METRO COMMITTEE FOR CITIZEN INVOLVEMENT (METRO CCI)**  
**POSITION DESCRIPTIONS & NOMINEES TO FILL VACANT POSITIONS**

January 18, 1996

**RESIDING WITHIN METRO COUNCIL DISTRICTS:**

**District 1**

Resides within Metro Council district #1.

Position 3 Term Expires: 12/98

**Linda Bauer**

**6232 SE 158th; Portland, OR 97236**

**District 2**

Resides within Metro Council district #2.

Position 5 Term Expires: 12/98

**Susan Johnson**

**622 Carrera Lane; Lake Oswego, OR 97034**

**District 3**

Resides within Metro Council district #3.

Position 8 Term Expires: 12/96

**Debra Downey**

**P.O. Box 1518; Lake Oswego, OR 97035**

Position 9 Term Expires: 12/98

**Ronald G Repp**

**14865 SW 89th Ct.; Tigard, OR 97224**

**District 4**

Resides within Metro Council district #4.

Position 10 Term Expires: 12/98

Position 12 Term Expires: 12/97

**Peter Seto**

**8160 SW Brookridge St.; Portland, OR 97225**

**District 5**

Resides within Metro Council district #5.

Position 13 Term Expires: 12/98

**Ronald Fossum**

**5533 NE 30th Ave.; Portland, OR 97211**

Position 14 Term Expires: 12/96

**Stephan Stent**

**909 SW 12th Ave. Apt. 211; Portland, OR 97205**

**District 6**

Resides within Metro Council district #6.

Position 16 Term Expires: 12/98

**Dan Small**

**8105 SE Powell, #30; Portland, OR 97206**

**District 7**

Resides within Metro Council district #7.

Position 19 Term Expires: 12/98

**Robert Maestre**

**900 SW Moss; Portland, OR 97219**

**Clackamas County, Outside of the Metro Boundary**

Position 22 Term Expires: 12/98

**Ric Buhler**

**13001 SE Lusted Rd; Sandy, OR 97055**

**CITIZEN INVOLVEMENT COMMITTEE REPRESENTATIVE**

**Representing the Washington County Committee for Citizen Involvement**

Position 26 Term Expires: 12/96

**Bob Bothman**

**7365 SW 87th; Tigard, OR 97223**

AGENDA ITEM: 5.2  
Meeting Date: January 18, 1996

Resolution No. 95-2252

**Resolution No. 95-2252, For the Purpose of Authorizing the Executive Officer to Enter into Intergovernmental Agreements with the Cities of Beaverton, Portland, and Hillsboro and Washington County for the Purpose of Undertaking Westside Station Community Planning for 1995 through Fiscal Year 1996-97.**



BEFORE THE METRO COUNCIL

|                                     |   |                                |
|-------------------------------------|---|--------------------------------|
| FOR THE PURPOSE OF AUTHORIZING      | ) | RESOLUTION NO. 95-2252         |
| THE EXECUTIVE OFFICER TO ENTER INTO | ) |                                |
| INTERGOVERNMENTAL AGREEMENTS        | ) |                                |
| WITH THE CITIES OF BEAVERTON,       | ) |                                |
| PORTLAND AND HILLSBORO AND          | ) |                                |
| WASHINGTON COUNTY FOR THE PURPOSE   | ) |                                |
| OF UNDERTAKING WESTSIDE STATION     | ) | Introduced by                  |
| COMMUNITY PLANNING                  | ) | Mike Burton, Executive Officer |

WHEREAS, This is the third year of a multi-year local planning effort to create an environment that encourages higher densities and pedestrian transit support design and to support the region's investment in light rail transit; and:

WHEREAS, In December 1994 the Metro Council adopted the 2040 Growth Concept and this local planning effort is consistent with, and supports, transportation and land use elements of that concept; and;

WHEREAS, This local planning effort will result in the formulation of plans and ordinances which accommodate the densities and the design elements outlined in the 2040 Growth Concept and the 2015 growth allocation, now, therefore;

BE IT RESOLVED, That the Metro Council authorizes the Executive Officer to execute multi-year intergovernmental agreements for the purpose of funding local planning activities in the cities of Beaverton, Portland and Hillsboro and Washington County for Westside Station Community Planning.

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

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

Approved as to Form:

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

## STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 95-2252 FOR THE PURPOSE OF AUTHORIZING THE EXECUTIVE OFFICER TO ENTER INTO INTERGOVERNMENTAL AGREEMENTS WITH THE CITIES OF BEAVERTON, PORTLAND AND HILLSBORO AND WASHINGTON COUNTY FOR THE PURPOSE OF UNDERTAKING WESTSIDE STATION COMMUNITY PLANNING FOR 1995 THROUGH FISCAL YEAR 1996-1997.

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December 6, 1995

Presented by Mary A. Weber

### **Proposed Action**

Approve Resolution 95-2252 authorizing the Executive Officer to execute intergovernmental agreements with the cities of Beaverton, Portland and Hillsboro and Washington County for the purpose of undertaking Westside Station Community Planning for 1995 through fiscal year 1996-1997.

### **Purpose**

This is the third year of a multi-year planning effort to plan the light rail station areas on the Westside. The funds are identified as "A" contracts in the FY 1995-1996 budget. This resolution generally approves the recommended work program elements, extends the contracts for multiple years and authorizes the Executive Officer to enter into Intergovernmental Agreements with the participating jurisdictions.

Listed below are the recommended program elements for the various jurisdictions.

### Corridor Wide Public Involvement

Corridor wide public involvement is conducted by Washington County. All of the jurisdictions participate, but the County provides the staff and coordination. Public involvement for FY 95/97 includes the development of a comprehensive documentation of the station community planning effort including its history, the planning products and a video. The video on the project, will address citizen and business concerns, utilizes interviews with public safety officials, bankers, developers and citizens. Also during this year a speakers bureau and narrative tour of the development opportunities in the corridor will be developed and publicized. A copy of the most recent project newsletter, "Connections" is attached.

### City of Hillsboro

The City will conduct the public involvement for Quatama, Orenco, Hawthorn Farm and Fair Complex Station Communities. The city will draft specific Station Community Plans for the Quatama, Hawthorn Farm and Fair Complex Station Communities. Minor adjustments to the Downtown Station Community draft plan will be drafted. Station area planning monies will also fund staff support and the development of materials for the City's formal plan adoption process.

### Washington County

Washington County has the lead planning role for the Sunset Transit Center Station. They will participate in planning for the Beaverton Transit Center, Beaverton Central, Beaverton Creek, Merlo/158th, Elmonica/170th, Millikan Way and Willow Creek/185th with the effected local jurisdiction. The County will prepare and evaluate the impacts of alternative development and design concepts for stations where it has the lead role.

They will prepare alternative land use and transportation system plans considering alternative land use arrangements and transportation system alignments appropriate for station areas by type. The County will analyze alternative land use and transportation system concepts for marketability, transit ridership, pedestrian scale, ability to implement necessary infrastructure, community acceptance, market analysis, select a preferred land use and transportation system concept and design prescriptions and prepare ordinances for plan and code amendments.

The County will also participate in the household and employment allocation to transportation zones in the corridor area as a basis for evaluating impacts on the major transportation system. The County will provide staff support to the management committee and the coordinating committee.

### City of Portland

A parking needs analysis for transit areas will be conducted and the limitations at the Goose Hollow Station Community will be identified. The primary product will be revised parking regulations for the Goose Hollow subdistrict of the Central City Plan. The City will also be preparing draft amends to their comprehensive plan, code amendments and design guidelines based on the Growth Concept and development strategies for Westside Station Communities. The station community planning monies will also fund staff work in developing and presenting revised planning and zoning maps and adopted plans and ordinances to the planning commission. This effort will also be coordinated with other service bureaus developing capital improvement programs and evaluating funding tools and implementation incentives.

### City of Beaverton

The city of Beaverton is involved in land use and infrastructure planning for seven station communities along the system's Westside LRT line. The City has the lead planning role for the Beaverton Transit, Beaverton Center, Beaverton Creek and Millikan station communities. In addition, capital improvements planning and associated community outreach in the Merlo, 170th and 185th station areas will be coordinated with Washington County land use efforts. The bulk of this year's funds will be allocated to infrastructure analysis tasks and master planning associated with creation of financially feasible land use plans in areas where the city has lead land use planning responsibility. A smaller percent of the total budget will be allocated to public involvement, site specific master plans, and preparation and adoption of transit oriented development regulations which will guide future development in all station communities within the city's jurisdiction.

### **Factual Background and Analysis**

This program is similar to the planning program conducted along the Banfield MAX line in the

early 1980's. It is designed to replan the areas within one-half mile of the transit station of the Westside MAX line which is under construction. The purpose is to create an environment that encourages higher densities, pedestrian and transit supportive design and supports the region's investments in light rail transit. Westside Station Community Planning is a joint project between Metro, TriMet, Portland, Hillsboro, Beaverton and Washington County.

The program began in FY 1993-1994. Activities include project organization and budgeting, development of a work plan, establishment of policy and technical advisory committees, implementation of interim station area development ordinances and sponsorship of two station community design images as part of the 2040 planning process and an extensive public involvement program was launched.

The second year work plan continued the work of the first year with the creation of station community environments that promote mixed use, higher density, transit supportive development to maximize ridership potential of Westside light rail. A main focus of the program was to prepare land use plans for each station area with accompanying amendments to comprehensive plans and to zoning. Alternative land use and transportation system plans as well as alternative design descriptions were developed for the planning areas. These alternatives were analyzed and evaluated so that preferred station community plans and design programs could be selected. Much of this work was underway when the 1995-1996 fiscal year began. All of the unspent funds from the prior fiscal year were reauthorized and carried forward into the current fiscal year.

#### **Budget Impacts**

There will be no effect on the budget for fiscal years 1995-1996 and 1996-1997. Westside Station Community Planning is funded by TriMet and Federal ISTEA monies. The funds are passed through Metro via intergovernmental agreements to the local governments. TriMet and the Federal government are funding the project at \$418,000 for fiscal year 1995-1996. No additional funds will be allocated for 1996-1997. The extended time period is to allow the local governments to completed their planning projects. Metro will request reauthorization of unspent Federal and TriMet funds for the second year.

The Westside Station Community Planning project funds Metro's administrative staff costs on this project. There is sufficient funds to cover the agencies administrative costs.

#### **Executive Officer's Recommendation**

The Executive Officer recommends approval of Resolution No. 95-2252.

INGMMWTSAPRPTCONCL

## INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is entered into 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 \_\_\_\_\_ (list jurisdiction/address) \_\_\_\_\_, located at \_\_\_\_\_, Oregon 97\_\_\_\_\_, hereinafter referred to as CONTRACTOR.

### Recitals:

WHEREAS, Metro and CONTRACTOR desire to jointly accomplish a planning project for station community plans for stations within the jurisdictions; and

WHEREAS, The participating jurisdictions include Metro, City of Beaverton, City of Hillsboro, City of Portland and Washington County; and

WHEREAS, Metro is empowered by ORS 268.350 to contract with any public agency to plan for aspects of transportation having a significant impact upon the orderly and responsible development of the metropolitan area; and

WHEREAS, CONTRACTOR has the authority under ORS 190 to enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform; and

WHEREAS, Metro, Oregon Department of Transportation (ODOT) and Tri-County Metropolitan Transportation District of Oregon (Tri-Met) have jointly funded this planning project for station community plans in the Westside Project/Hillsboro Extension light rail station areas, and want to continue funding this project; and

WHEREAS, Metro will contract with ODOT and Tri-Met to administer this project; and

WHEREAS, there is a carry-forward balance of ODOT 3/93 Metro STP funds and Tri-Met funds in the amount of \$\_\_\_\_\_ on July 1, 1995; and

WHEREAS, there is new funding of ODOT 1996 Metro STP funds in the amount of \$209,000 and Tri-Met funds in the amount of \$209,000, for a total new funding of \$418,000; and

WHEREAS, the total amount of funding available for this contract is \$\_\_\_\_\_ ; and

In consideration of the mutual covenants herein set forth, Metro and CONTRACTOR agree as follows:

### Agreements:

1. Scope of Work

CONTRACTOR shall perform the specific work elements described in the Scope of Work identified as Exhibit "A," which is attached hereto and incorporated by reference as part of this Agreement. All services and materials shall be provided by CONTRACTOR in accordance with the Scope of Work in a competent and professional manner. The CONTRACTOR shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delays and without additional costs.

2. Term of Agreement

The term of the Agreement shall commence on July 1, 1995, and terminate on June 30, 1997, unless terminated earlier under the provisions of the Agreement.

3. Obligations of Metro

- a. Metro is the lead agency and project manager and will serve as liaison with the Federal Highway Administration (FHWA), State of Oregon, Tri-Met and other participating jurisdictions in all substantive and procedural matters relating to the study.
- b. Metro shall administer funding, including the local match component and all revenues and expenditures and ensure prompt payment of all invoices upon approval as outlined in the method of payment section of this Agreement.
- c. Metro will promptly respond to requests by CONTRACTOR for information and consultation regarding the project's Scope of Work.
- d. Metro will reimburse CONTRACTOR for expenses incurred in the performance of consultant and staff activities in accordance with the Scope of Work, budget and payment sections of this Agreement.

4. Obligations of Contractor

- a. CONTRACTOR will produce the agreed upon products identified within the Scope of Work (Exhibit A). Product descriptions in the work scope, and any applicable corresponding changes in the project scope of work and budget (identified as Exhibit A, attached hereto, and by this reference made a part hereto), only may be changed in writing jointly by Metro and CONTRACTOR. Any such modifications shall not exceed the total contract amount.
- b. CONTRACTOR will participate as required in the project's public involvement activities as outlined in the Scope of Work.
- c. CONTRACTOR will participate as outlined in the Scope of Work in the study's advisory committees.

d. CONTRACTOR will maintain detailed and accurate records of all funds expended and all work performed with regard to this Agreement, and shall make such records available to Metro for inspection at any reasonable time.

e. CONTRACTOR shall submit quarterly progress reports. Invoices will be submitted only when acceptable interim or final work products identified in the Scope of Work are complete. Reports will be itemized by agreed upon budget categories.

5. Compensation to Contractor

a. Total amount of this contract shall not exceed \_\_\_\_\_ AND NO/100S DOLLARS (\$\_\_\_\_\_).

b. CONTRACTOR shall be compensated for interim or final products as specified in the Scope of Work, not to exceed the total amount of this contract. In the event that the costs for the actual work for any individual product is projected to exceed the amount budgeted for that product in the project budget, attached as Exhibit B, CONTRACTOR shall obtain a recommendation from the Management Committee and written approval from Metro's Project Manager for the applicable budget reallocation within the total project budget prior to exceeding the amount budgeted for that work element.

6. Method of Payment

a. For work completed, CONTRACTOR shall send Metro invoices accompanied with the description of the applicable interim or final products completed. The invoice shall be in a format specified by Metro. These invoices shall document services provided by CONTRACTOR itemized by work element and product as specified in the Scope of Work and supported by documentation for reimbursable costs. Metro will review invoices for consistency with the Scope of Work and this Agreement.

b. All costs charged to the project shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing the nature and relationship to the Scope of Work for any such charges as further detailed herein. For direct salary costs and fringe benefits, invoice documentation must consist of time sheets listing hours worked by product identified in the Scope of Work and a calculation of the applicable hourly payroll rate and fringe benefits earned based on actual time worked. Time sheets and other applicable fringe benefit information must be retained for inspection.

For direct non-salary costs, invoice documentation must consist of copies of invoices of costs, including but not limited to services performed by contractors, reproduction, computer and communication expense, postage, telephone, supplies and transportation. Major items of equipment required for the tasks identified in the Scope of Work may be purchased with Metro's advance written approval and will be included in the Agreement as direct costs. The cost of specialized items of equipment will be

limited to the amount of depreciation during the period of use as ascertained at the completion of the Study. Such items of equipment must be used primarily on, and required for, work incident to this Agreement, and must be of reasonable cost.

Direct costs will also include reasonable travel expenses that are directly related to production of a specific product in the Scope of Work, including meals, lodging, transportation and incidental expenses for personnel while away from their headquarters overnight. Reimbursement for travel expenses shall be made in conformance with the established reimbursement policy of the agency claiming such expenses. Reimbursement of consultant travel expenses shall be in accordance with the contract with the consultant.

If CONTRACTOR uses a project allocation system, CONTRACTOR may submit project reports in lieu of time sheets and invoices, provided that the project allocation report consists of, at a minimum, the following elements: date, description (vendor name, employee name), reference number and cost.

An overhead rate may be used for portions of direct costs provided that the overhead rate is adjusted to the actual costs at least annually, and provided that no costs billed as part of the overhead rate are also billed directly. The overhead rate adjustment shall be reflected in an invoice at least annually.

CONTRACTOR'S invoice shall contain a statement signed by CONTRACTOR'S Project Manager certifying that the costs have been incurred in the performance of the Scope of Work.

c. Metro will compensate CONTRACTOR directly for each invoice after Metro has received reimbursement from funding sources consistent with section 5, above. Metro shall coordinate reimbursement requests and payments.

7. Project Managers

The overall coordination and direction shall be provided by Metro's Project Manager. Metro's Project Manager is Mary Weber. CONTRACTOR'S Project Manager is \_\_\_\_\_. Any change of Project Manager by Metro or CONTRACTOR shall be noticed in writing to the other party.

8. Notices

All notices provided for hereunder shall be in writing and sufficient if deposited in the United States mail, postage prepaid, to the parties addressed as indicated below:

Metro

Mary Weber  
Growth Management Services

Contractor

Planning Section



Metro  
600 NE Grand Avenue  
Portland, OR 97232-2736 \_\_\_\_\_, OR 97\_\_\_\_

9. Intergovernmental Program Management Committee

The Westside/Hillsboro Station Community Planning Program Management Committee is responsible for intergovernmental coordination of the program which includes, but is not limited to, recommendation of program goals and objectives as well as an annual work plan, schedule and budget for this contract. For a recommendation of the management committee, a majority (four votes) of the members must approve it and such majority must include the affirmative votes of the funding agencies, Metro and Tri-Met. The management committee shall include representatives of Metro, Tri-Met, Washington County, and the cities of Beaverton, Hillsboro and Portland.

10. Liability and Indemnity

CONTRACTOR shall indemnify Metro for and hold Metro harmless from all claims arising out of the negligent acts or omissions caused by CONTRACTOR or CONTRACTOR'S officers, employees or agents, subject to the provisions of the Oregon Tort Claims Act and the Oregon Constitution. CONTRACTOR shall be liable to Metro for any damage to Metro's property or injury to Metro's officers, employees or agents caused by CONTRACTOR, subject to the provisions of the Oregon Tort Claims Act and the Oregon Constitution.

Metro shall indemnify CONTRACTOR for, and hold CONTRACTOR harmless from, all claims arising out of the negligent acts or omissions caused by Metro or Metro's officers, employees or agents, subject to the provisions of the Oregon Tort Claims Act and the Oregon Constitution. Metro shall be liable to CONTRACTOR for any damage to CONTRACTOR'S property or injury to CONTRACTOR'S officers, employees or agents caused by Metro subject to the provisions of the Oregon Tort Claims Act and the Oregon Constitution.

11. Termination for Default

CONTRACTOR shall be deemed to be in material breach if they fail to comply with any provisions of this Agreement or if its progress in performance of its obligations is so unsatisfactory that contract performance of the Scope of Work of this Agreement is seriously impaired. Prior to termination under this provision, Metro shall provide CONTRACTOR with written notice of default and allow CONTRACTOR thirty (30) days within which to cure the defect. In the event CONTRACTOR does not cure the defect within thirty (30) days, Metro may terminate all or any part of this Agreement for default. CONTRACTOR shall be paid the contract price only for services performed in accordance with the manner of performance set forth in this Agreement.

CONTRACTOR shall be liable to Metro for all reasonable costs and actual damages incurred by Metro as a result of a termination for default.

If, after notice of termination, the parties agree or a court finds that CONTRACTOR 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 CONTRACTOR, Metro may allow CONTRACTOR to continue work, or may treat the termination as a termination for convenience, in which case the rights of the parties shall be the same as if the termination had been for Metro's convenience.

12. Termination for Convenience

Metro or CONTRACTOR may terminate all or part of this contract upon determining that termination is in the public interest. Termination under this paragraph shall be effective upon delivery of written notice of termination to Metro or CONTRACTOR. Upon termination under this paragraph, CONTRACTOR shall be entitled to payment in accordance with the terms of the contract for contract work completed before termination, and to payment for all reasonable contract close-out costs. Within thirty (30) days after termination pursuant to this paragraph, CONTRACTOR shall submit an itemized invoice for all unreimbursed work within the Scope of Work of this Agreement completed before termination and all close-out costs actually incurred by CONTRACTOR. Metro shall not be liable for any costs invoiced later than thirty (30) days after termination unless CONTRACTOR can show good cause beyond its control for the delay.

13. Applicable Laws

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 provision were a part of this Agreement, including but not limited to ORS 279.015 to 279.320 and 279.555.

Specifically, it is a condition of this Agreement that contractor and all employers working under this Agreement are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017 which requires them to provide worker's compensation for all their subject workers.

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 this project shall become public property. All work products provided by Metro pursuant to this Agreement shall be made available to CONTRACTOR, and all work products provided by CONTRACTOR pursuant to this Agreement shall be made available to Metro.

15. Project Records

Comprehensive records and documentation relating to the Scope of Work shall be maintained by Metro, CONTRACTOR and all of their contractors.

Each party shall establish and maintain books, records, documents and other evidence of accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement. To facilitate the administration of the project, separate accounts shall be established and maintained within Metro's existing accounting system or set up independently. Such accounts are referred to herein collectively as the "Project Account." CONTRACTOR shall charge to a Project Account all eligible costs of the project. Costs in excess of the latest approved budget, not performed in accordance with the Scope of Work or attributable to actions which have not received the required approval of Metro, shall not be considered eligible costs.

**16. Audits, Inspections and Retention of Records**

Metro, the State of Oregon Secretary of State, the Oregon Department of Transportation the Federal Highway Administration, Tri-Met and any of their representatives, shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all of CONTRACTOR'S and Metro'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 CONTRACTOR and Metro and all of their contractors for three years from the date of completion of the project, or expiration of the grant 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. Metro shall notify CONTRACTOR of any disallowed amounts stating the reasons therefor. Any funds paid to CONTRACTOR in excess of the amount to which CONTRACTOR are finally determined to be entitled under the terms of this Agreement constitute a debt to Metro, and shall be returned by CONTRACTOR to Metro.

**17. Independent Contractor**

CONTRACTOR shall be deemed independent contractors for all purposes, and the employees of CONTRACTOR or any of their contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be the employees of Metro. As such, the employees of CONTRACTOR, their contractors and subcontractors shall not be subject to any withholding for tax, social security or other purposes by Metro, nor shall such contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation of the like from Metro.

**18. Compliance With Laws and Regulations**

Metro and CONTRACTOR shall adhere to all applicable federal, state and local laws, regulations and policies including, but not limited to those included in "Exhibit D, Federal Requirements," and those related to Workers' Compensation, those in FHWA's regulation

called the "common rule" and its attachments, those of the Contract Work Hours and Safety Standards Act, and those relating to equal employment opportunity, nondiscrimination, and affirmative action including, but not limited to, those regulations implementing Executive Order No. 11246 of the President of the United States and Section 402 of the Vietnam Readjustment Act of 1973. Metro and CONTRACTOR shall adhere to all safety standards and regulations established by Metro for work performed on its premises or under its auspices.

**19. Subcontract Inclusions**

CONTRACTOR shall include language substantially similar to the language contained in "Exhibit D, Federal Requirements" of this Agreement in all subcontracts entered into pursuant to this Agreement.

Any subcontracts proposed by CONTRACTOR will be submitted to Metro project manager for prior approval by Metro and funding source (ODOT and/or Tri-Met).

**20. Copyright, Patent Rights, Trademarks and Trade Secrets**

CONTRACTOR shall hold Metro harmless, indemnify and pay the entire cost of defending any claim or suit brought against Metro for alleged infringement of a copyright, patent, trademark or trade secret based on work products supplied by CONTRACTOR or infringements caused by CONTRACTOR subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution.

Metro shall hold CONTRACTOR harmless, indemnify and pay the entire cost of defending any claim or suit brought against CONTRACTOR for alleged infringement of a copyright, patent, trademark or trade secret based on work products supplied by Metro or infringements caused by Metro subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution.

**21. Subcontractors and Assignments**

Neither Metro nor CONTRACTOR shall assign any of their respective rights acquired hereunder without obtaining prior written approval from the other party. Any attempted assignment of this Agreement without the written consent of both parties shall be void. Neither CONTRACTOR nor Metro by this Agreement incurs any liability to third persons for payment of any compensation provided herein to Metro or CONTRACTOR except as provided under the terms of this Agreement.

**22. Quality of Work**

CONTRACTOR agrees that all work shall be completed in a manner consistent with standards prevailing in the industry for similar work. In this regard, CONTRACTOR will make every effort to understand Metro's intent with respect to the quality of work expected for this project, and to undertake its work accordingly. Time of performance will be a critical factor in

the success of this effort. CONTRACTOR shall make every effort to comply with the Scope of Work during its performance of activities under this Agreement's time lines.

23. Reports

Publication of all reports shall give credit to the funding parties. The following statement will be included in each report:

Preparation of report has been funded in part by the Federal Highway Administration, the State of Oregon and the Tri-County Metropolitan Transportation District of Oregon. The opinions, findings and conclusions expressed in this report are those of the authors and are not necessarily those of the Federal Highway Administration, the State of Oregon, the Tri-County and Metropolitan Transportation District of Oregon and Metro.

24. Labor and Material

CONTRACTOR shall provide and pay for all labor, materials, equipment, tools, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of all tasks identified in the Scope of Work, all at no cost to Metro other than the compensation provided in this Agreement.

25. 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.

26. Agreement Modifications

Either party may request changes in these provisions. Such changes which are mutually agreed upon shall be incorporated as written amendments to this Agreement. No variation or alteration of the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives of the parties hereto.

27. 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 contract.

IN WITNESS THEREOF, the parties have executed this Agreement on the day and year first written above.

METRO .

(Jurisdiction)

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

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

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

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

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

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

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

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

**EXHIBIT A**  
**SCOPE OF WORK**

**Introduction**

**Station Area Planning Project**

The purpose of this project is to provide assistance to Washington County and the cities of Beaverton, Hillsboro and Portland in developing station community plans for stations within their jurisdictions. These plans will integrate land use and transportation planning.

The Metro project manager is authorized to reallocate funds among work elements and products of this agreement, provided the total contract amount does not exceed the contract total of \$ \_\_\_\_\_. Whenever the Metro project manager reallocates funds, a confirming letter to the Contractor shall include authorization for the new allocation of funds demonstrating changes by work element and work product.

**Work Elements and Products**

Attached and hereby incorporated into Exhibit A are Work Elements and Products for this contract.

**Work Plan Products Summary**

1. City of Beaverton: description \$ 26,2670

**Work element 1: Prepare and Adopt TOD Regulations**

Ordinance for TOD Regulations

|                         |          |          |
|-------------------------|----------|----------|
| Draft to TSAP Committee | 11-30-95 | \$ 9,500 |
|-------------------------|----------|----------|

|  |         |       |
|--|---------|-------|
| Draft ordinance/staff report to City Planning Commission | 1-15-96 | 6,500 |
|--|---------|-------|

|                                 |         |       |
|---------------------------------|---------|-------|
| Final ordinance to City Council | 2-15-96 | 3,260 |
|---------------------------------|---------|-------|

Planning Commission Report-2040

|  |         |       |
|--|---------|-------|
| Report to Planning Commission addressing 2040 interim measures | 6-30-96 | 7,000 |
|--|---------|-------|

**Work element 2: Public Involvement in Merlo, 170th and 185th Station Areas**

**\$ 7,500**

|   |         |       |
|---|---------|-------|
| Report to Planning Commission addressing station area plans | 10-1-96 | 7,500 |
|---|---------|-------|

**Work Element 3: Carrying Capacity/Infrastructure** **\$ 87,500**  
**Beaverton Regional Center**

|                                  |        |        |
|----------------------------------|--------|--------|
| RFP and Consultant selection     | 2/1/96 | 2,500  |
| Carrying Capacity Report         | 5/1/96 | 18,500 |
| Transportation/Parking Report    | 6/1/96 | 23,500 |
| Water/Sewer/Drainage Report      | 8/1/96 | 22,750 |
| Capital Financing Program Report | 8/1/96 | 20,250 |

**Work Element 4: Carrying Capacity/Infrastructure-South Tek** **62,000**

|  |         |        |
|--|---------|--------|
| RFP and consultant selection                               | 4-1-96  | 1,000  |
| Carrying Capacity Report                                   | 6-1-96  | 15,500 |
| Infrastructure and Capital Improvement Financing Report    | 10-1-96 | 37,000 |
| South Tek Neighborhood Plan to Planning Commission Hearing | 2-1-97  | 6,000  |
| Planning Commission and City Council Action on South Tek   | 6-30-97 | 2,500  |

**Work Element 5: Master Development Program-Beaverton Central and Concept Level Master Plans**

|  |         |        |
|--|---------|--------|
| Beaverton Central Plan to Council                                  | 11-1-95 | 2,000  |
| Beaverton Central RFQ  | 7-1-96  | 2,000  |
| Beaverton Creek Concept Plan                                       | 1-30-96 | 12,500 |
| Planning Commission recommendation of Beaverton Creek Concept Plan | 3-30-96 | 3,500  |
| Council adoption of BC Concept Plan                                | 5-15-96 | 4,000  |
| Beaverton Transit Concept Plan                                     | 9-1-96  | 5,000  |

**29,000**



**1995-97 TSAP SCOPE OF WORK  
FOR THE CITY OF BEAVERTON  
WORK ELEMENTS/PRODUCTS**

**Project Description**

The city of Beaverton is involved in land use and infrastructure planning (i.e., transportation, water, sewer, and storm drainage) for seven LRT station areas along the system's westside LRT line, which is currently under construction. The city has assumed a

EXHIBIT B

CERTIFICATION OF CONSULTANT (GRANTEE)

I hereby certify that I, \_\_\_\_\_ (name), am the duly authorized representative of The City of Beaverton, whose address is 4755 S.W. Griffith Drive, Beaverton, Oregon 97076, and that neither I nor the above firm (Grantee) has:

- a. Employed or retained for a commission, percentage, brokerage, contingency fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract,
- b. Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- c. Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant), any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract.

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

CERTIFICATION OF AGENCY OFFICIAL

I hereby certify that I am the Agency Official of Metro, and that the above consulting firm or his representative has not been required directly or indirectly as an expression of implied condition in connection with obtaining or carrying out this contract to:

- a. Employ, retain or agree to employ or retain, any firm or person, or
- b. Pay, or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind.

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

EXHIBIT C  
FEDERAL PROVISIONS  
METRO

I. Certification of Noninvolvement in Any Debarment and Suspension

As a supplement to this proposal, the Contractor on this project shall complete the following certification with regard to current involvement in any debarments, suspensions, indictments, convictions and civil judgment indicating a lack of business integrity.

(Name and Title of Authorized Representative of Contractor)

\_\_\_\_\_  
(Signature)

being duly sworn and under penalty of perjury under the laws of the State of Oregon, certifies that, except as noted below,

\_\_\_\_\_  
City of Beaverton?  
(Name of Firm)

certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

List exceptions. For each exception noted, indicate to whom the exception applies, initiating agency and dates of action. If additional space is required, attach another page with the following heading: ***Certification Exceptions continued, Contract Insert.***

**Exceptions:**

Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The Contractor is advised that by signing this contract, the Contractor is deemed to have signed this certification.

**II. Instructions for Certification Regarding Debarment, Suspension and Other Responsibility Matters -- Primary Covered Transactions**

1. By signing this contract, the Contractor is providing the certification set out below.
2. The inability to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Contractor shall explain why he/she cannot provide the certification set out below. This explanation will be considered in connection with Metro determination to enter into this transaction. Failure to furnish an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when Metro determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government or Metro may terminate this transaction for cause of default.
4. The Contractor shall provide immediate written notice to Metro to whom this proposal is submitted if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Oregon Department of Transportation's Program Section (telephone: 503/986-3400) to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The Contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by Metro entering into this transaction.

7. The Contractor further agrees by submitting this proposal that it will include the Addendum to Form FHWA-1273 titled "Appendix B -- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions," provided by Metro entering into this covered transaction without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List published by the U.S. General Services Administration.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Exception for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or Metro may terminate this transaction for cause or default.

### **III. Addendum to Form FHWA-1273, Required Contract Provisions**

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

Appendix B of 49 CFR Part 29 -

**Appendix B -- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions**

#### Instructions for Certification

1. By signing and submitting this Contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, Metro with which this transaction originated may pursue available remedies, including suspension and/or disbarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this Contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by Metro with which this transaction originated.
6. The prospective lower tier participant further agreed by submitting this Contract that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction

with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or Metro with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions**

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared eligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**IV. Employment**

1. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractors, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranting, Metro shall have the right to annul this Contract without liability, or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
2. Contractor shall not engage, on a full or part-time basis, or other basis, during the period of the Contract, any professional or technical personnel who are, or have been at any time during the period of this Contract, in the employ of Metro, except regularly retired employees, without written consent of the public employer of such person.
3. Contractor agrees to perform consulting services with that standard of care, skill and diligence normally provided by a professional in the performance of such consulting services on work similar to that hereunder. Metro shall be entitled to rely on the accuracy, competence and completeness of Contractor's services.

**V. Nondiscrimination**

During the performance of this Contract, Contractor, for himself, his assignees and successors in interest, hereinafter referred to as Contractor, agrees as follows:

1. Compliance with Regulations. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of the Federal-Aid Highway Act of 1973 and the Civil Rights Restoration Act of 1987. Contractor shall comply with the regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of

the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this Contract. Contractor, with regard to the work performed after award and prior to completion of the contract work, shall not discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.

2. Solicitation for Subcontractors, including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.

3. Nondiscrimination in Employment (title VII of the 1964 Civil Rights Act). During the performance of this Contract, Contractor agrees as follows:

a. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.

b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.

4. Information and Reports. Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources of information and his facilities as may be determined by Metro, Oregon Department of Transportation or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.

5. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of the Contract, Metro shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including but not limited to:

a. Withholding of payments to Contractor under the agreement until Contractor complies; and/or

b. Cancellation, termination or suspension of the agreement in whole or in part.



6. **Incorporation of Provisions.** Contractor will include the provisions of paragraphs 1 through 6 of this section in every subcontract, including procurement of materials and leases of equipment unless exempt from Regulations, orders or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontractor or procurement as Metro or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, Metro may, at its option, enter into such litigation to protect the interests of Metro, and, in addition, Contractor may request Metro to enter into such litigation to protect the interests of the State of Oregon.

#### **VI. Disadvantaged Business Enterprise (DBE) Policy**

In accordance with Title 49, Code of Federal Regulations, Part 23, or as may be amended (49 CFR 23), Contractor shall agree to abide by and take all necessary and reasonable steps to comply with the following statement:

##### **DBE Policy Statement**

**DBE Policy.** It is the policy of the Oregon Department of Transportation that Disadvantaged Business Enterprises as defined in 49 CFR 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Consequently, the DBE requirements of 49 CFR 23 apply to this Contract.

**DBE Obligations.** Contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR 23 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts.

The DBE Policy Statement shall be included in all subcontracts entered into under this Contract.

**Records and Reports.** Contractor shall provide monthly documentation to Metro that it is subcontracting with or purchasing materials from the DBEs identified to meet contract goals. Contractor shall notify Metro and obtain its written approval before replacing a DBE or making any change in the DBE participation listed. If a DBE is unable to fulfill the original obligation to the contract, Contractor must demonstrate to Metro the Affirmative Action steps taken to replace the DBE with another DBE. Failure to do so will result in withholding payment on those items. The monthly documentation will not be required after the DBE goal commitment is satisfactory to Metro.

Any DBE participation attained after the DBE goal has been satisfied should be reported to Metro.

**DBE Definition.** Only firms certified by the Executive Department, State of Oregon may be utilized to satisfy this obligation.

**Contractor's DBE Contract Goal**

**DBE Goal 12 Percent**

By signing this Contract, Contractor assures that good faith efforts have been made to meet the goal for the DBE participation specified in the Request for Proposal/Qualification for this project for this project as required by ORS 200.045.

**VII. Lobbying**

The Contractor certifies, by signing this agreement to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor also agrees by signing this agreement that he/she shall require that the language of this certification be included in all lower tier subagreements, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

i:\admin\darlene\cont\tsapregs

AGENDA ITEM: 5.3  
Meeting Date: January 18, 1996

**EXECUTIVE SESSION**

**EXECUTIVE SESSION**

**Held pursuant to ORS 192.660(1)(e). Deliberations with persons to negotiate  
real property transactions.**

**AGENDA ITEM: 5.4**  
**Meeting Date: January 18, 1996**

**Resolution No. 96-2267**

**Resolution No. 96-2267, For the Purpose of Authorizing the Executive Officer to  
Purchase Property in the Newell Creek Target Area.**

**AGENDA ITEM: 5.5**  
**Meeting Date: January 18, 1996**

**Resolution No. 96-2265**

**Resolution No. 96-2265, For the Purpose of Authorizing the Executive Officer to  
Purchase Property Within the Terwilliger-Marquam Natural Area in S.W.  
Portland.**

**AGENDA ITEM: 5.6**  
**Meeting Date: January 18, 1996**

**Resolution No. 96-2266**

**Resolution No. 96-2266, For the Purpose of Authorizing the Executive Officer to  
Purchase Property Within the Willamette River Greenway Regional Target  
Area.**

011896-01

AGENDA ITEM: 5.7  
Meeting Date: January 18, 1996

Resolution No. 95-2244

**Resolution No. 95-2244, For the Purpose of Amending Urban Reserve Study  
Areas PUBLIC HEARING**

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AMENDING )  
URBAN RESERVE STUDY AREAS )

RESOLUTION NO. 95-2244

) Introduced by Councilor McLain  
)

WHEREAS, Resolution No. 94-2040C established a 2040 Growth Concept proposal that included initial urban reserve study areas for further analysis; and

WHEREAS, Resolution No. 94-2040C anticipated that adoption of an amended Regional Urban Growth Goals and Objectives (RUGGO) ordinance including the 2040 Growth Concept text and map would be completed at the same time in 1995 that final urban reserves would be designated; and

WHEREAS, Analysis to date indicates a need to revise urban reserve study areas for continued study prior to designation of final urban reserves; and

WHEREAS, Maintaining these study areas on 2040 Growth Concept maps is helpful for illustrative purposes prior to designation of final urban reserves; now, therefore,

BE IT RESOLVED,

1. That the urban reserve study areas indicated in Exhibit "A" attached shall be the subject of Metro's continued study for possible designation as urban reserve areas consistent with the Land Conservation and Development Commission's Urban Reserve Rule.



2. That Metro's continued study of these areas does not preclude presentation of any better case or better data relating to designation of certain of these study areas or other areas as urban reserve areas prior to Metro's designation decision.

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

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

Approved as to Form:

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

kaj  
1250

## Urban Reserve Study Area Criteria

The Growth Management Committee, a subcommittee of the full Metro Council agreed at their November 2, 1995 meeting with the staff recommendation for urban reserve study area criteria (which primarily follows the State Urban Reserve Rule which in turn cites factors 3 through 7 of State Goal 14, Urbanization) as follows:

- a) Factor 3 - "Orderly and economic provision of public facilities and services".. (Proximity to the UGB and Access to Arterials were used to quantify this factor);
- b) Factor 4 - "Maximum efficiency of land uses within and on the fringe of the existing urban area" (Proximity to Urban Centers was used to quantify this factor);
- c) Factor 5 - "Environmental, energy, economic and social consequences" (Terrain, floodplains, wetlands and riparian areas were mapped to quantify this factor);
- d) Factor 6 - "Retention of agricultural land as defined, with Class I beign the highest priority for retention and Class IV the lowest priority; " (Soil classification and exception lands were used for this factor);
- e) Factor 7 - "Compatibility of the proposed urban uses with nearby agricultural activities" (existence of a natural barrier - watercourse, change in terrain, etc. was used to quantify this factor);
- f) from the Metro Regional Urban Growth Goals and Objectives (RUGGO), we included a consideration of separation of community;
- g) from the RUGGO we included a consideration of a balance of jobs and housing.
- h) a policy of no net gain in Urban Reserve Study Areas (if new areas are added, an equal amount is deleted) is recommended. In addition, a no net gain policy in EFU lands is recommended.

Friends of Terwilliger  
342 SW Hamilton Court  
Portland, OR 97201

011896-02

January 18, 1996

Metro Council  
600 NE Grand Avenue  
Portland, OR 97232

Re: Resolution No. 96-2265, For the Purpose of Authorizing the Executive Officer to Purchase Property Within the Terwilliger-Marquam Natural Area in S.W. Portland.

Dear Metro Councilors:

I want to congratulate you for passing Resolution 96-2265. This is a great day in the history of Terwilliger Parkway.

Terwilliger Parkway began in 1903 with a report to the Park Board by the OLMSTED BROTHERS Landscape Architectural firm of Brookline, Massachusetts. The Olmsted's were the premiere landscape design firm in the nation. It was started in 1857 by their father, Frederick Law Olmsted, who, along with Calvert Vaux, designed New York's Central Park and Prospect Park in Brooklyn. Between 1857 and 1950 the Olmsted Brothers firm designed parks and institutional grounds in nearly every state, including the U.S. Capitol grounds in Washington, DC. Their influence has been felt throughout our entire nation.

I quote from their 1903 Portland report:

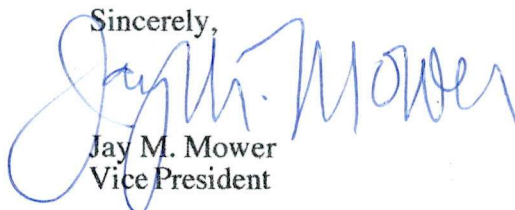
*It is constantly becoming more generally and more clearly realized that every inhabitant of a city owes to it, in return for benefits and advantages derived from it, certain duties not specifically compulsory according to law. Among such duties is that of aiding in every possible way to make the city more beautiful and more agreeable to live in and work in, and more attractive to strangers.*

*While there are many things, both small and great, which may contribute to the beauty of a great city, unquestionably one of the greatest is a comprehensive system of parks and parkways.*

The Friends of Terwilliger worked actively to support the Metro bond measure for open spaces, parks and streams, Measure 26-26. Voters were wise to support it. The tremendous value it creates for future generations is impossible to calculate.

This resolution today will purchase 17 forested acres along Terwilliger Boulevard and forever protect one of the most peaceful and scenic portions of Terwilliger. Our president, Doug Weir, sends his regards. He regrets he could not join you at today's Council hearing. He is very supportive of this step. Thank you for your commitment and leadership.

Sincerely,



Jay M. Mower  
Vice President

## EXHIBIT A

**METRO COMMITTEE FOR CITIZEN INVOLVEMENT (METRO CCI)  
POSITION DESCRIPTIONS & NOMINEES TO FILL VACANT POSITIONS**

January 18, 1996

011896-03

**RESIDING WITHIN METRO COUNCIL DISTRICTS:****District 1**

Resides within Metro Council district #1.

Position 3 Term Expires: 12/98

**Linda Bauer****6232 SE 158th; Portland, OR 97236****District 2**

Resides within Metro Council district #2.

Position 5 Term Expires: 12/98

**Susan Johnson****622 Carrera Lane; Lake Oswego, OR 97034****District 3**

Resides within Metro Council district #3.

Position 8 Term Expires: 12/96

**Debra Downey****P.O. Box 1518; Lake Oswego, OR 97035**

Position 9 Term Expires: 12/98

**Ronald G Repp****14865 SW 89th Ct.; Tigard, OR 97224****District 4**

Resides within Metro Council district #4.

Position 10 Term Expires: 12/98

Position 12 Term Expires: 12/97

**Peter Seto****8160 SW Brookridge St.; Portland, OR 97225****District 5**

Resides within Metro Council district #5.

Position 13 Term Expires: 12/98

**Ronald Fossum****5533 NE 30th Ave.; Portland, OR 97211**

Position 14 Term Expires: 12/96

**Stephan Stent****909 SW 12th Ave. Apt. 211; Portland, OR 97205***Stenton***District 6**

Resides within Metro Council district #6.

Position 16 Term Expires: 12/98

**Dan Small****8105 SE Powell, #30; Portland, OR 97206****District 7**

Resides within Metro Council district #7.

Position 19 Term Expires: 12/98

**Robert Maestre****900 SW Moss; Portland, OR 97219****Clackamas County, Outside of the Metro Boundary**

Position 22 Term Expires: 12/98

**Ric Buhler****13001 SE Lusted Rd; Sandy, OR 97055****CITIZEN INVOLVEMENT COMMITTEE REPRESENTATIVE****Representing the Washington County Committee for Citizen Involvement**

Position 27 Term Expires: 12/98

**Bob Bothman****7365 SW 87th; Tigard, OR 97223**



where they need to go — and give them a good view at the top/ Page 3

IVORIE HODSON DON'T LEARNED basketball by competing against boys/ Page 4

Metro South Neighbors

1-18-96

011896-04

# County growth's big bite

*Metro's appetite for adding to the areas for urbanization has many concerned*

By MICHELE PARENTE  
of The Oregonian staff

**B**EAVERCREEK — Peering north from his kitchen window, Norman Denton almost can imagine that time has passed by his little corner of Beaver-creek.

The scene is an ageless one, a bucolic backdrop replete with a sweeping pasture, unadorned barns, grazing cows and towering Douglas firs.

But when Denton fixes his gaze to the south at a succession of contemporary homes, he can see that time is not standing still in Clackamas County.

"The area is growing, and where is it going to go?" Denton, 69, said, resigned to the encroaching development. "Sure, I enjoy looking out the window and looking at the cows. I enjoy my grandkids going out and feeding the cows through the fence. But it isn't going to last forever."

The retired oil company financial officer just didn't think growth was going to come so quickly to this semi-rural stretch southeast of Oregon City.

To his surprise, Denton learned only weeks ago that his three acres nestled between South Beaver Creek and Ferguson roads is part of a nearly 2,000-acre tract the Metro Council is considering for urbanization.

It's no wonder Denton knew little of the regional agency's plan. Metro proposal No. 308 is one of several recommendations made by Councilor Jon Kvistad — at the behest of developers, businesses and individual landowners — two weeks ago.

Perhaps more significantly, much of the public debate over urban study areas for the past year has been engulfed by the controversy swirling around the plans for the Damascus/Boring area and the Stafford Triangle.

But as Metro enters the final stretch in its protracted process of selecting so-called urban reserve study areas, it has become evident that much is at stake for the county. Of the approximately 23,000 acres Metro preliminarily approved Jan. 4 for study for future urbanization, more than half — about 14,000 acres — are in Clackamas County.

With an expected population surge over the next 50 years that could bring 1 million more people to the Portland area, Metro is looking to expand the urban growth boundary for the first time since it was created in 1979. As it grapples with where much of the growth should take place, the seven-member council has followed the cardinal rule of developers — go where the land is.

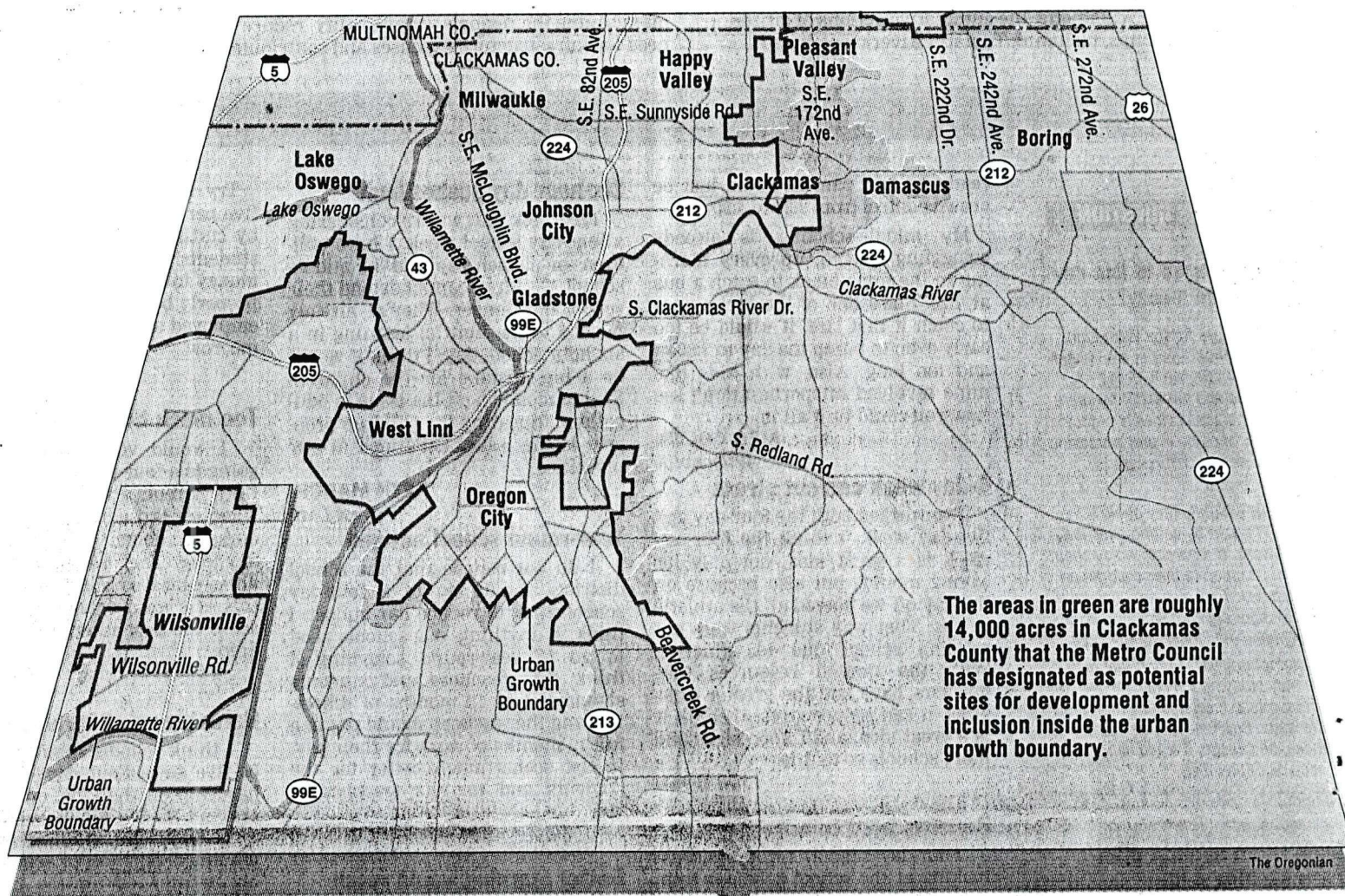
In Washington and Multnomah counties, proposed expansions of the urban growth boundary appear on a map like small nibbles along county and city lines. In Clackamas County, the areas resemble giant bite marks.

In the Oregon City area, for example, about 5,000 acres are being considered for study. The bulk of that land, nearly 3,000 acres, would extend the city south and east, appending land bordered by Oregon 213 on the west, Henrici Road to the north, Ferguson Road to the east and Carus Road to the south.

"Oregon City has the last remaining large parcels of land to build on," said Oregon City planner Rich Carson. "It has some of the most flat, non-farmland that is adjacent to urban services such as roads, water and sewer."

Carson said Oregon City officials don't oppose studying the area for development, as long as that development comes over a 50-year period.

"The main thing is to build on all the land you have within the urban growth boundary first," he



The rural view from Ruth and Norm Denton's kitchen window could change if the Beaver Creek area is brought inside the urban growth boundary and developed. The Dentons have learned that their land may be included.

said.

Oregon City has at its disposal more than 2,000 acres of unincorporated land still to develop within the existing boundary.

Last year, Oregon City issued about 600 building permits for single-family and multifamily residences, the fourth highest number in the tri-county area after Portland, Gresham and Hillsboro, Carson said.

In part, Carson said, Oregon City has been able to sustain recent growth because of its good water and sewer capacity. The character of the 150-year-old city also has been transformed in a positive way, he said. The former blue-collar town's downtown area once was thought of as simply old. Now, it's considered historic.

Welcoming the recent changes, Oregon City officials are not shutting the door on growth.

At the county level, officials are worried about Oregon City's willingness to consider development southeast of the city, particularly the 2,000

acres in Beaver Creek.

"I have a real problem with studying that area," said county commissioner Judie Hammerstad. "We are striving for compact urban density, and this appears to be urban sprawl. It's going south and taking the growth boundary further south than any other area."

As a member of Metro's policy advisory committee, Hammerstad has kept tabs on the proposed study areas she's opposed to, including the Stafford Triangle and large parts of the Damascus area, as well as the ones she supports, such as the 153-acre plan for Southeast 147th Avenue and Sunnyside Road.

But like some Beaver Creek-area residents, she was surprised by that region's inclusion as a study area.

"I was flabbergasted when I saw it on the map," she said. "There are no jobs there, there's

Please turn to  
**GROWTH, Page 5**

## URBAN GROWTH

■ **WHAT:** The Metro Council said Thursday will be the last public hearing on proposed urban reserve study areas. More than 23,000 acres have been approved preliminarily as study areas, with 14,000 of those acres in Clackamas County. Hearing is at 2 p.m., Metro headquarters, 600 N.E. Grand Ave., Portland.

■ **WHAT'S NEXT:** The Metro Council most likely will take its final vote on the study areas Jan. 25. Each area will be studied for its appropriateness for development. Much of the criteria by which each will be judged is scientific, such as soil classification and percentage of wetland and riparian land. Some criteria also will be subjective, such as how difficult an area would be to develop given its existing roads, utilities and schools.

■ **HOW TO HAVE A SAY:** Until the final votes are cast, citizens can weigh in on a given area. You can reach the councilors at their Metro offices:

■ Ruth McFarland, District 1 (east Multnomah County): 797-1547.

■ Don Morissette, District 2 (Clackamas County): 797-1887.

■ Jon Kvistad, District 3 (southern Washington County): 797-1549.

■ Susan McLain, District 4 (northern Washington County): 797-1553.

■ Ed Washington, District 5 (Northwest/North/Northeast Portland): 797-1546.

■ Rod Monroe, District 6 (East Portland): 797-1552.

■ Patricia McCaig, District 7 (inner Southwest/Southeast Portland): 797-1889.



# Growth boundary dispute heats up

■ The struggle revolves around how much information is sufficient to make a decision on expansion of the line

By R. GREGORY NOKES  
of The Oregonian staff

A yearlong struggle for control of Metro's planning activities has exploded into the open with the potential of delaying, or even derailing, years of Metro's work aimed at keeping a tight rein on Portland-area expansion.

Don Morissette, a leading home builder and Metro Council member, is at odds with Metro Executive Mike Burton over whether the council has enough information to make decisions about expanding the region's urban growth boundary.

"I want to make decisions with facts, not a piece of paper," Morissette said

Tuesday night at a meeting of the council's key Growth Management Committee, on which he serves.

"If there is to be a major sea change about where we want to go, I need to get that from the council," as well as the committee, said Burton, who rushed to the committee meeting from his nearby office to rebut Morissette.

Behind the debate over facts and statistics is a dispute over expanding the boundary. The outcome could determine whether the region consumes more, or less, of the surrounding farm and forest land Metro is charged with protecting while providing room to grow.

Morissette has argued for a much

larger boundary expansion of 8,000 to 10,000 acres for future housing needs. Most others on the seven-member council want much less, including some who want no expansion. Burton initially proposed an expansion of 4,000 to 9,000 acres but lately has said 4,000 should be adequate.

The council will hold its final public hearing at 2 p.m. Thursday on areas to study for possible future expansion.

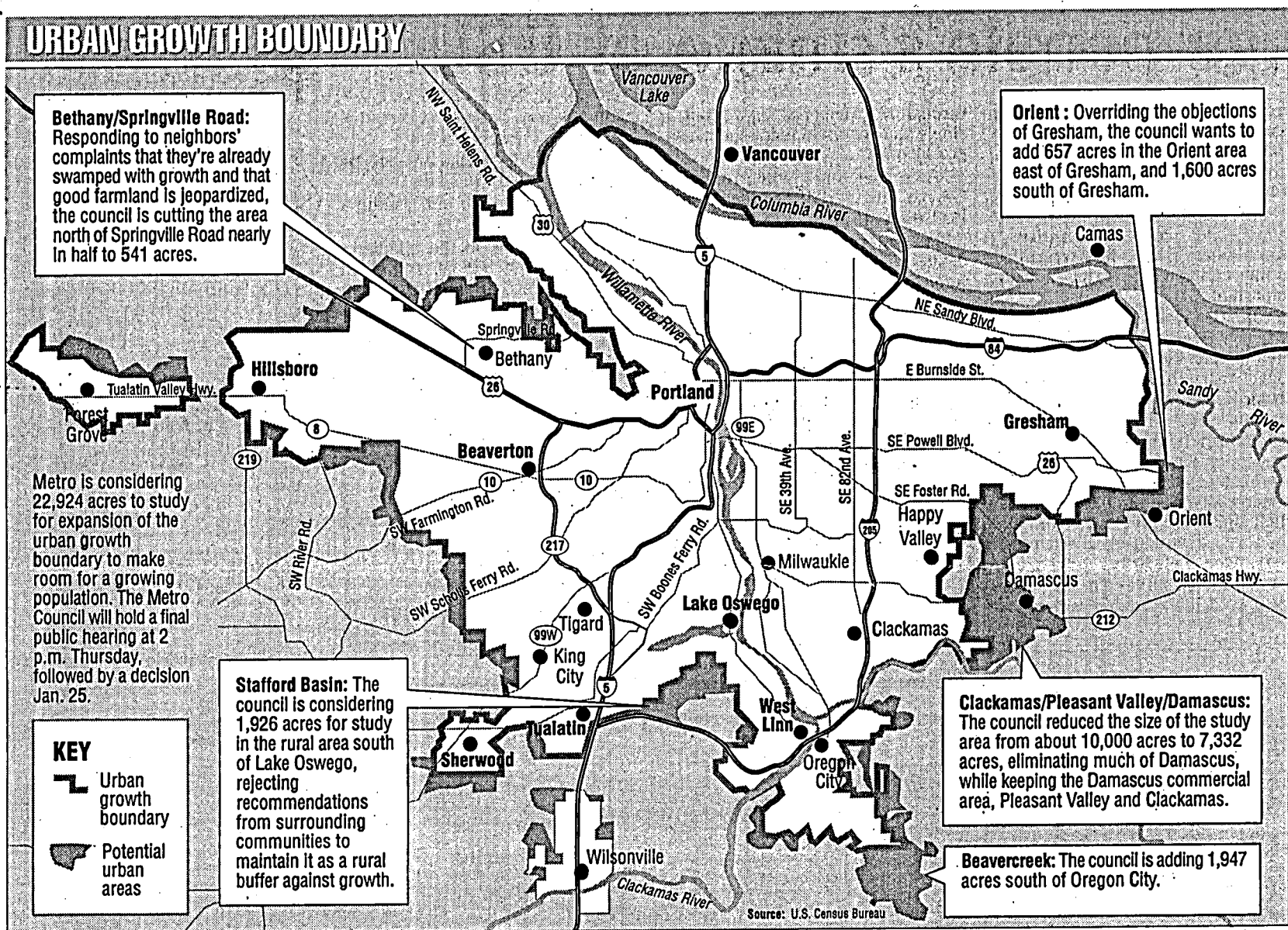
The council is studying and debating the first general expansion of the urban growth boundary since it was drawn in 1979 around the urbanized

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METRO, Page D6

D6

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METRO/NORTHWEST



The Oregonian

## Metro: Council leans toward action delay

■ Continued from Page D1

portions of Multnomah, Clackamas and Washington counties to protect farm and forest lands from urban sprawl. The current boundary encompasses about 232,000 acres, or 364 square miles.

The council had been on a track toward an April decision on the actual boundary expansion. But even before Morissette raised his demand for more information, the council was leaning toward delaying the expansion until next year, partly at the urging of a group that opposes any expansion for now.

Morissette presented the three-member Growth Management Committee with a proposed six-page work plan that includes getting more information on subjects ranging from the availability of farmland inside the urban boundary to estimates of tax receipts from new residents. He said this would help

determine whether taxpayers can afford to pay for services needed to support new development.

But Burton insisted his staff is already providing information the council needs. Burton accused Morissette of circumventing his authority by sending the work plan to the Metro staff without notifying him.

"Any implication that the data isn't available is not true," Burton said. "I would argue the information is in front of us. The question is making a decision."

Then he asked Morissette directly: "Are you questioning that you don't have the data, or that the data doesn't lead to the conclusion you want it to?"

Morissette denied this was the case. "This is an attempt to be as concise as I possibly can about the information I need," he said.

Burton said getting the informa-

tion Morissette wants would require considerable extra staff work and expense on top of the years of work that have already gone into the planning and probably would put off major decisions about expansion.

From the time he took office a year ago, Morissette has been questioning the assumptions on which the previous Metro Council approved 50-year growth guidelines calling for a tight urban growth boundary. And Burton has been fending him off.

But Morissette's position has been suddenly enhanced by the rise of Jon Kvistad to the council's senior leadership position of presiding officer. Like Morissette, Kvistad favors more expansion than most council members, and he has appointed both himself and Morissette to the Growth Management Committee.

Mary Kyle McCurdy, staff attorney for 1000 Friends of Oregon, the

land-use watchdog group, said that if Morissette is trying to delay the entire planning process, not just a boundary expansion, then that poses a risk for the region.

The delay being urged by the no-growth Zero Option Group, of which McCurdy is a member, would put off the boundary decision until next year while moving ahead on other measures, such as tighter zoning and parking requirements, to help fit the region's growing population within the existing boundary.

# Growth: Beavercreek as part of study area surprises many

■ Continued from Page 1

no transportation corridor, it's totally rural and unlike the Damascus area, there are no planned arterials into it."

In her downtown Oregon City office, Hammerstad pored over a large blueprint of the study areas Metro has approved preliminarily for the county. "It is far too much," she said, shaking her head slowly.

Agreeing on principle, if not on specifics, is Metro councilor Don Morissette, the home builder who represents Clackamas County.

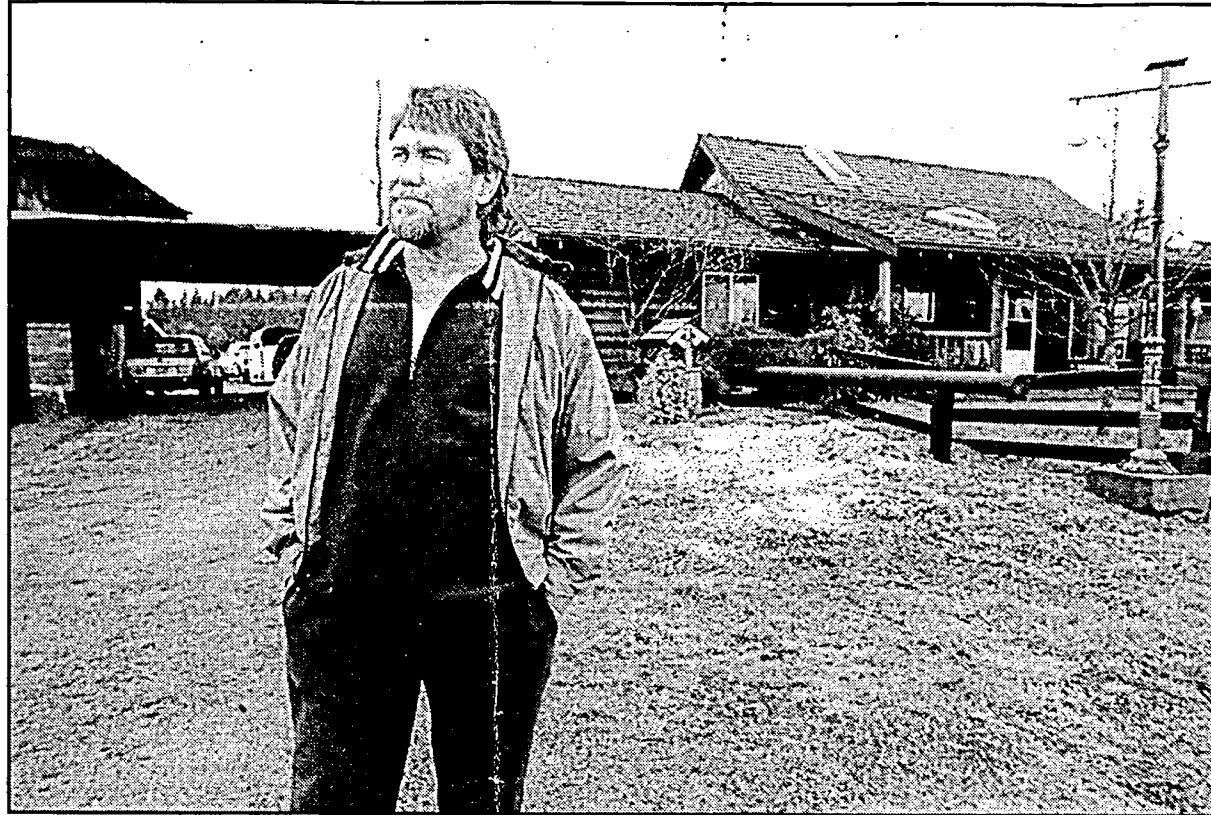
Morissette, who supports an 8,000- to 10,000-acre expansion of the urban growth boundary, questions whether Metro's distribution of study areas throughout the tri-county area coincides with where the jobs are.

"I don't know how much more (population) Clackamas County can hold," Morissette said. "But jobs are out here," he said, pointing to a map of Washington County. "We need to find more jobs in Oregon City. We need to be more supportive of finding jobs there."

Though Clackamas County is by far the largest county in the Portland area — 1,893 square miles vs. 716 square miles in Washington County and 457 in Multnomah County — a scarcity of industrial land has all but shut Clackamas County out of the area's recent boom in high-tech industry jobs. More than half the workers who live in the county commute outside it every day.

Morissette has been an outspoken critic of Metro's enormous proposed urban expansion of Damascus, calling it "crazy" to develop an area with little infrastructure, few high-volume roadways and even less employment. He labels that a prescription for "reckless urban sprawl."

Though the original Damascus proposal area has been nearly halved, more than 7,000 acres remain in the preliminarily approved



MARV BONDAROWICZ/The Oregonian

Gordon Kellogg says his 20 acres east of Wilsonville are too expensive to farm. He wants to see his land brought inside the urban growth boundary so he can sell it for development. Kellogg says the quality of his land is poor.

study area.

At the same time, Morissette has come out in favor of studying the nearly 2,000 acres of the Stafford Triangle for urbanization. "We need to be fair about the distribution of growth," he said.

That position doesn't sit well with officials from the county and the three cities surrounding Stafford — Lake Oswego, West Linn and Tualatin. Despite a highly organized and vocal campaign to keep Stafford out of the study area, the officials threw down their swords when Metro voted overwhelmingly to designate the Stafford Triangle for possible urbanization.

Those officials now are quietly hoping that Stafford will be dropped in the coming study period, when Metro will examine each proposal by a set of criteria, including soil quality, access to arterial roads and proximity to urban centers.

Metro will begin deciding in the spring by how much and where it will expand the urban growth boundary. But council members are now talking about delaying the final expansion until next year.

Mary Kyle McCurdy, staff attorney for the land-use watchdog group 1000 Friends of Oregon, said Metro has "designated too many areas over all as urban reserve study

areas, so that would include too many acres in Clackamas County."

However, McCurdy said, Metro might have had several legitimate reasons for earmarking a preponderance of county land, including the need for industrial acreage and a fundamental flaw in the design of the growth boundary.

"When the urban growth boundary was originally drawn," she said, "Washington County got a big UGB, and Clackamas County got a tight one. I think we're reaping the effects of those decisions now."

□

No matter what Metro decides,

the signs of development abound in rural Clackamas County.

Scattered subdivisions, filled with closely packed homes and so-called McMansions, have sprouted along country roads such as Beavercreek.

Even the phrase "country road" doesn't seem to apply to many local thoroughfares anymore. Now, the roar of traffic is an audible reminder to rural residents that urbanization is not too far down the road.

Some, including Gordon Kellogg, want to ride the development wave into the future. Kellogg and several of his neighbors on the rural land east of Wilsonville persuaded Councilor Kvistad to propose about 200 acres of their land as a study area.

The land seemed to fit many of Metro's criteria for study areas, particularly its location next to an urban center and its access to its services. But because it contains land categorized as exclusive farm use, the Metro Council dropped the area from its proposal.

The decision angered Kellogg, who said poor soil quality and sheer expense have prevented him from farming his land.

"This is wasted land, just wasted," he said. "There should be houses here, stores, schools, light industry, a neighborhood."

Kellogg plans to appeal the decision Thursday, when Metro holds what's billed as its last public hearing on proposed study areas.

For others in the county, inclusion in the urban growth boundary would not come about without difficulties.

"We've never been anti-growth, we're mainly concerned with livability," said Candy Richardson, vice chairwoman of the Carus Community Planning Organization. "We know the area is going to grow. We're not living with our heads in the sand ... we just want planned growth."

A portion of the Carus region is included in the Beavercreek study

area proposal. Richardson and Ariel Mars, secretary of the community planning organization, described Carus as an area buckling under the demands of growth, with its burgeoning schools, overextended fire services and a slew of traffic.

"You can't even get onto (Oregon) 213 at certain times of the day, there's so much traffic in each direction. Where's everybody going?" Mars said.

Yet despite the problems that inevitably accompany development and local governments' apparent inability to pay for their solutions, many in Clackamas County don't want to see growth halted.

"I disagree with the no-growthers," Mars said. "People have a right to a home — it's the American dream."

And while the debate over growth has split mostly among those who are for and against, many in the county have mixed feelings.

Take Norman Denton, who chose to buy his Beavercreek home six years ago next to a cow farm because he wanted to retire in a peaceful, semirural area, but now sees development spreading.

"There's a little feeling of like 'I've got mine, and to blazes with you.' But you can't be too proud of those feelings, so I try to suppress them," Denton said.

After all, he thinks, where would he and his wife, Ruth, be if others had tried to stop them from moving in?


"I didn't want anyone throwing rocks at me when I came," Denton said. "I can't treat the next wave any differently."

*Michele Parente covers growth issues and county government for the MetroSouth bureau of The Oregonian. She can be reached by telephone at 294-5927, by fax at 656-2417 or by mail at P.O. Box 5029, Oregon City 97045.*

**METRO**

Date: January 17, 1995

To: Metro Executive Officer  
Metro Council

From: Rich Wiley, Procurement Officer 

Subject: Contract Activity Report (CAR)

Attached is a contract activity report prepared by the Contract Services Division of General Services. This report is produced and distributed each month to the Metro Council and most departments under the auspices of the Metro Executive Officer and pursuant to Metro Code Section 2.04.032.

The report details the "open" or "closed" status of all Metro and MERC contracts and provides detailed information as to the contract number, vendor name, contract description, term, dollar amount and expenditures to date.

It is prepared through use of an off-line, R-base contract tracking program maintained by the Contract Services Division and manually updated by information obtained from Metro's financial management system. The intent is to provide a single, Metro-wide, ready-reference by which to track all departmental procurements of goods and services.

If you have any questions, comments or concerns regarding the information contained herein, please contact Kathy Newton, Assistant Management Analyst, at ext. 1717.

cc: Doug Butler, Director of General Services