

RESOLUTION NO. 1197

A RESOLUTION ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH METRO CONCERNING OPEN SPACE BOND MEASURE LOCAL SHARE

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

WHEREAS, the bond measure provides that certain bond proceeds be allocated to local parks providers for specified projects; and

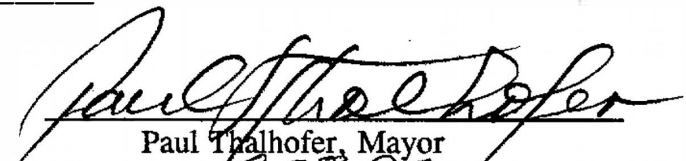
WHEREAS, the City of Troutdale has been allocated \$257,327 as its local share of bond measure proceeds; and

WHEREAS, it is necessary to enter into an intergovernmental agreement with Metro in order to receive these funds; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE THAT:

The Mayor is authorized to sign an intergovernmental agreement with Metro agreeing to terms and conditions for receipt and expenditure of Troutdale's Open Space Bond Measure local share.

YEA: 7
NAY: 0
ABSTAIN: 0


Paul Thalhofer, Mayor
Dated: 8-28-95


George Martinez, City Recorder

Adopted: 8-22-95

TROUTDALE

Project: Open Spaces Program
Contract No.

INTERGOVERNMENTAL AGREEMENT
Open Spaces Bond Measure
Local Share Component

This Agreement dated this 24th day of October 1995, is by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the 1992 Metro Charter, located at 600 N.E. Grand Avenue, Portland, Oregon 97232-2736, and the City of Troutdale, located at 104 S.E. Kibling Avenue, Troutdale, Oregon 97060-2099, (hereinafter referred to as "Recipient"), and shall remain in full force and effect for the period September 1, 1995, to September 1, 1998, (unless extended as provided for herein).

WITNESSETH:

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

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

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

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

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

1. Project Declaration

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

2. Funding

Metro's contribution to the Project(s) is limited to \$257,327. Payment of funds by Metro to Recipient will be subject to the procedures set forth in Attachment "B" of this Agreement.

3. Funding Limitation

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

4. Funding Requirements

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

- a. Recipient through its governing body must find that one or more of the projects described in Attachment "A" have become degraded, are cost prohibitive or are otherwise infeasible.
- b. Recipient through its governing body shall conduct a public process and determine the substitute project consistent with the provisions of the Measure and the Local Share Guidelines.
- c. The substitute project is subject to administrative approval by Metro's Regional Parks and Greenspaces Department Director, such approval shall not be unreasonably withheld. Metro will designate the name of the Department Director in writing at the time this Agreement is executed. Thereafter, Metro may give written notice to Recipient of any change in the Department Director.
- d. Metro's financial obligation under this Agreement shall not be increased.

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

5. Term

This Agreement shall terminate September 1, 1998. (Note: Or such other date agreed to, if Recipient has reasonably documented why funds could not be spent in three years.) It is the intent of the parties that Recipient will have completed the project(s) and all Metro funding obligated under this Agreement shall have been paid prior to such date. However, in the event of unforeseen circumstances that cause Recipient to be delayed in completing the project(s), Recipient is entitled upon giving 30 days written notice to Metro to extend the

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

6. Situs

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

7. Limitations on Use

All property acquired by Recipient with Open Spaces funding by Metro shall be maintained for its intended natural resource dependent recreational, natural area or trail activities. Recipient commits to maintain all property acquired pursuant to this Agreement in a manner consistent with Metro's Greenspaces Master Plan. Recipient will not construct or allow the construction of improvements to the property which are inconsistent with the Master Plan. However, in the event of extraordinary unforeseen circumstances Recipient

may after January 1, 2005, authorize a change in use of acquired property. In the event a change in use occurs, Recipient agrees to take the following actions:

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

8. Oregon Constitution and Tax Exempt Bond Covenants

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

remedies are available to either cure the default or to compensate Metro for any loss it may suffer as a result thereof.

9. Funding Declaration

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

10. Indemnification

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

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

11. Termination for Cause

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

12. Documentation of Default

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

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

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

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

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

13. Joint Termination for Convenience

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

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

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

14. Documents are Public Property

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

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

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

15. Project Records

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

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

16. Audits, Inspections, and Retention of Records

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

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

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

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

17. Law of Oregon

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

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

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

18. Assignment

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

19. Severability

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

20. Entire Agreement

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

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

CITY OF TROUTDALE

METRO

By: *Paul H. Hofer*
Title: MAYOR

By: *Mike Burton*
Mike Burton
Executive Officer

gl
1256b

Attachment A

LOCAL GREENSPACES AND TRAILS PROJECTS FORM ACQUISITION

To Be Funded by Metro's Greenspaces Bond Measure
(One form per project)

1. Project Title:

Beaver Creek Greenway Land Acquisition

2. Project Description and Location (include vicinity map on 8.5 x 11 paper):

Acquisition of land at several sites in the Beaver Creek Corridor located adjacent to Beaver Creek and within the City of Troutdale City limits.

3. Estimated Cost (detail other sources in addition to Metro Bond Measure):

\$101,460

4. Staff Contact/ Address/Phone:

Val Lantz, Parks Superintendent
City of Troutdale, 104 SE Kibling, Troutdale, OR 97060
665-5175 Ex. 257

5. Date:

9/29/95

**LOCAL GREENSPACES AND TRAILS PROJECTS FORM
ACQUISITION**

To Be Funded by Metro's Greenspaces Bond Measure
(One form per project)

1. Project Title:

Beaver Creek Greenway Trail Improvements

2. Project Description and Location (include vicinity map on 8.5 x 11 paper):

Capital Improvements in the Beaver Creek corridor to develop a trail and pedestrian bridge(s).

3. Estimated Cost (detail other sources in addition to Metro Bond Measure):

\$25,000

4. Staff Contact/Address/Phone:

Val Lantz, Parks Superintendent
City of Troutdale, 104 SE Kibling, Troutdale, OR 97060
665-5175 Ex. 257

5. Date:

9/29/95

**LOCAL GREENSPACES AND TRAILS PROJECTS FORM
ACQUISITION**

To Be Funded by Metro's Greenspaces Bond Measure
(One form per project)

1. Project Title:

Beaver Creek Riparian Zone and Watershed Habitat Restoration Activities

2. Project Description and Location (include vicinity map on 8.5 x 11 paper):

Capital Improvements in the watershed to remove invasive exotic plants, and to replace them with native vegetation. Erosion will be lessened and the banks of the creek will be stabilized.

3. Estimated Cost (detail other sources in addition to Metro Bond Measure):

\$130,000

4. Staff Contact/Address/Phone:

Val Lantz, Parks Superintendent
City of Troutdale, 104 SE Kibling, Troutdale, OR 97060
665-5175 Ex. 257

5. Date:

9/29/95

ATTACHMENT "B"

PROCEDURES FOR PAYMENT OF FUNDS BY METRO TO RECIPIENT - OPEN SPACES BOND MEASURE LOCAL SHARE

Metro has committed to pay to local jurisdictions (recipients) amounts specified for approved projects under the local share component of the Open Spaces Bond Measure. Under the Measure, funds must be expended on projects for acquisition and capital improvements. For purposes of reimbursement, capital cost includes not only the purchase price or cost of construction, but also any other costs incurred to place the asset in its intended location and condition for use. Examples of eligible costs include the following:

- Legal and title fees
- Closing costs
- Appraisal and negotiation fees
- Surveying fees
- Land preparation costs
- Demolition cost
- Architect and accounting fees
- Insurance premiums during the construction phase
- Transportation and freight charges
- Staff overhead costs meeting federal guidelines under the Single Audit Act of 1984

Payments to recipients will be processed in two ways: reimbursement for costs incurred and paid by the recipient or transfer of funds to escrow for land acquisition transactions.

Prior to any reimbursement or transfer of funds to escrow, an intergovernmental agreement must be executed and a designation of signature authority form must be signed.

REIMBURSEMENT PROCEDURES

For each request for reimbursement, the recipient shall provide to Metro:

- A completed requisition certificate, signed by an authorized representative of the recipient certifying appropriateness of the charges,
- A schedule of charges being submitted for reimbursement including the name of the vendor or person who was paid, description of charge and amount, and

**DESIGNATION OF SIGNATURE AUTHORITY
METRO OPEN SPACES BOND MEASURE LOCAL SHARE**

Please indicate below the individuals from your jurisdiction who will be authorized to sign documents certifying appropriate expenditures and requesting reimbursement from Metro under the Open Spaces Bond Measure local share.

You may wish to designate at least two representatives in order to allow the processing of documents when the principal official is not available. Please type or print the person's name and title and have the person sign their name as they would sign on the documents which will be submitted.

Please submit this completed form to Metro in advance of any reimbursement requests.

Jurisdiction: _____

Name

Title

Signature

_____	_____	_____
_____	_____	_____
_____	_____	_____

EXHIBIT A

REQUISITION CERTIFICATE

TO: Metro

FROM: (Local Jurisdiction)

SUBJECT: Metro Open Space, Parks and Streams Bonds
Local Projects
Project: (Project Name)

This represents Requisition Certificate No. _____ for (Project Name) in the total amount of \$_____ for the disbursement of funds from the Local Projects Account established with Metro pursuant to an Intergovernment Agreement between Metro and (Local Jurisdiction), the funds so disbursed to be used to pay for local park and openspace purchases and improvements detailed in the schedule attached.

The undersigned does certify that:

1. The expenditures for which moneys are requisitioned hereby represent proper charges against the Metro Local Projects Account, have not been included in a previous requisition and have been properly recorded on (Local Jurisdiction's) books. The expenditures for which moneys are hereby requisitioned are set forth in the schedule attached hereto, which schedule sets forth details of reimbursable expenditures.
2. The moneys requisitioned hereby are not greater than those necessary to reimburse (Local Jurisdiction) for its funds actually expended for local park and openspace purchases and improvements.
3. All of the funds being requisitioned are being used in a manner which will not cause the interest on the Metro Open Spaces Program General Obligation Bonds to be or become includable for federal income tax purposes in the gross incomes of the Owners thereof.

Executed this ____ day of _____, 1995.

(Local Jurisdiction)

By: _____
Authorized Officer

Approved for Payment: _____
Metro Project Director Date



METRO

Wire Transfer Information Request

600 NE Grand Ave, Portland, OR 97232-2736, 797-1700

In order to expedite prompt and accurate processing of wire transfers,
please fill out this form and return to Metro with related documentation.

1. Name of bank receiving wire transfer _____

2. Name of bank branch _____

3. City and state of bank location _____

4. ABA number of receiving bank (9 digits) _____

5. Account name receiving funds _____

6. Account number of recipient (10 digits) _____

7. Title report, Escrow number, or other transaction identifier _____

OPEN SPACE ACQUISITION BOND MEASURE

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

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

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

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

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

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

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

- | | |
|---|---|
| Willamette River Greenway - 1,103 | East Buttes/Boring Lava Domes - 545 |
| Willamette Narrows | Newell Creek Canyon - 370 |
| Canemah Bluffs | Sandy River Gorge - 808 |
| Cathedral Park to railroad bridge | Cooper Mountain - 428 |
| Oaks Bottom to OMSI | Buffer and expansion of Forest Park - 320 |
| West side of Multnomah Channel | |
| Jackson Bottom and McKay Creek/
Dairy Creek Addition - 333 | Gales Creek - 775 |
| Tonquin Geological area - 277 | Columbia Shoreline - 95 |
| Tualatin River Greenway,
access points - 266 | Rock Creek - 300 |
| Clear Creek Canyon - 342 | Tryon Creek linkages - 20 |

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

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

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

There are various means intended to be used to secure rights to natural resource land. This will include outright purchase of title to the land with the assistance of outside professional realtors. However, other methods insure preservation of the character of the land as open space and may allow its use by the public. Purchase through a nonprofit land preservation organization may enable the program to secure land at below market rates due to the favorable tax benefits that accrue to sellers. Easements, rather than full title to the land, can be donated or sold by a landowner. Donations, bequests and grants will be sought to enable the program to protect and acquire more natural resource land. Donations will be encouraged by allowing some naming of parks, trails and open spaces. Agreements for Metro to acquire any interest in land shall be negotiated with willing sellers. Metro will

exercise its powers of eminent domain only when the Metro Council has determined that extraordinary circumstances exist.

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

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

Clackamas County	
Springwater Corridor Trail	Land acquisition to complete trail near Boring
Barton Park Quarry Reclamation	Capital improvements of Barton Park; restoration and campground
Damascus Greenspace	Acquire 25-30 acres in the Damascus area for a park
Clackamas River North Bank Park	Acquisition of park land along the proposed greenway trail
Kellogg Creek Natural Area	Natural area acquisition near Jennings Avenue
Boardman Slough Wetland Park	Land acquisition for a wetland park near Gladstone
Mt Talbert	Acquire 15 acres on top and east slope; south of Sunnyside Rd.
Portland Traction Company Right-of-Way	Acquire about 7 miles of rail line between Milwaukie and Gladstone
Meldrum Bar Park, Gladstone	Riparian restoration and picnic shelters of this Willamette River park
Cross Memorial Park, Gladstone	Trail improvements

Glen Echo Wetlands, Gladstone	Land addition to wetland park; trails
Mt. Scott Creek Trail, Happy Valley	Trail construction to provide park access from Sunnyside Road
Scott View Nature Park, Happy Valley	Trail construction
West Waluga Park Trail, Lake Oswego	Perimeter trail and access points around natural area park
Roehr Park Willamette Greenway, L. Oswego	Acquire land and construct trail along park and greenway
Lusher Farm / Cook's Butte Trail, L. Oswego	Acquire land and construct trail between parks
Canal Acres Natural Area, Lake Oswego	Trail construction connecting to Bryant Woods Park
Milwaukie Waterfront	Acquire about 2.5 acres at the confluence of Johnson Creek
Kellogg Lake, Milwaukie	Acquire land west of Kellogg lake and east of McLoughlin Blvd.
Springwater Corridor, Milwaukie	Acquire land between Johnson Creek and the Springwater Trail
Rosewell Wetland, Milwaukie	Natural habitat enhancements to a stormwater detention pond
Willow Place Wetland, Milwaukie	Natural habitat enhancements to a stormwater detention pond
Ardenwald to Springwater Corridor, Milwaukie	Trail construction to connect Ardenwald neighborhood to Springwater
High Rocks River Bank, Oregon City	Acquire park land on south bank of the Clackamas River
Barclay Hills Park, Oregon City	Nature trail construction in the upper reaches of Newell Creek Canyon
Clackamette Park, Oregon City	Picnic shelters, restrooms, fishing dock
Tualatin River Access, Rivergrove	Boat ramp improvement at city park near SW Dogwood Road
Burnside Park, West Linn	Acquire 8 acres of natural area adjacent to city park on Willamette R.
Memorial Park, Wilsonville	Trail construction in park and to the Willamette River Greenway
Boeckman and Mill Creek, Wilsonville	Habitat restoration along creeks at four public schools in area
Wilsonville City Trail System	Capital improvements to complete city trail system to natural areas
Gordon's Run Open Space, Wilsonville	Trail construction along Willamette Greenway near Charbonneau
Washington County	
Henry Hagg Lake / Scoggins Valley Park	Six individual picnic sites, one group picnic shelter, restrooms
City of Cornelius	Natural area project to be determined
Bethany, Reedville, Cedar Mill, Bull Mt. Parks	Acquire land to establish small natural area parks
Tualatin Hills Nature Park	Acquire 22 acres to add to existing park
Koll Center Wetland	Acquire right-of-way access, trail construction, viewing platform
Cedar Mill Creek Corridor	Acquire about 22 acres near Sunset Highway and Cornell Road

Golf Creek Corridor	Acquire about 10 acres west of Sylvan and north of Sunset Highway
Fanno Creek Greenway	Trail construction to connect Fanno Creek Park to neighborhoods
Stonegate Woods, Beaverton	Acquire about 7 acres of wetland forest along Willow Creek
Hart Road Natural Area, Beaverton	Acquire 18 acres to establish greenspace park near SW Hart Road
Johnson Creek Corridor, Beaverton	Acquire about 45 acres along greenway
Washington County continued	
Forest Glen Park / Hiteon Creek, Beaverton	Habitat restoration including native tree and vegetation plantings
Durham City Park	Trail and bridge construction
David Hill Forest Park, Forest Grove	Acquire up to 10 acres to establish greenspace park in NW area of city
Gales Creek Linear Park, Forest Grove	Acquire land along greenway in SW area of city
Fernhill Wetlands, Forest Grove	Trail access, trail construction, interpretive center near Tualatin River
Noble Woods Park, Hillsboro	Trails, picnic shelters, viewing areas for park on Rock Creek
Rood Bridge Road Park, Hillsboro	Restoration, canoe launch, trails, at confluence of Rock Crk & Tualatin
Rock Creek Corridor, Hillsboro	Acquisition along the greenway
Cedar Creek Greenway, Sherwood	Acquisition and trail construction in the riparian zone
Fanno Creek / Summer Creek Greenway, Tigard	Trail construction
Natural Area Park, Tigard	Acquire about 7.5 acres of forest land for a city nature park
Tualatin River Corridor, Tualatin	Acquisition along the south bank of the greenway
Multnomah County	
Burlington Bottom Wetlands, Mult. Channel	Road access, trails, wildlife blind
Howell Territorial Park, Sauvie Island	Picnic shelters, trails, and wildlife viewing blind for 73 acre site
Sauvie Island Boat Ramp	Improvements to launch ramp, boarding docks
Ancient Forest Grove	Trail construction and signage for 38 acre site north of Forest Park
Hogan Cedars	Acquisition along Johnson Creek near Telford Road / Springwater
Oxbow Regional Park, Sandy River	Water system upgrade, picnic shelters, group camp shelters
Blue Lake Regional Park, Fairview	Restore and enhance 10 acre wetland , boardwalks
Fairview Creek Riparian Area, Fairview	Enhancement of 50 acre wetland west of NE 207th connector
Springwater Corridor Trail, Gresham	Trail heads, trail construction, info center, native vegetation plantings
Fairview Creek Headwaters, Gresham	Enhancement of 18 acres, habitat plantings, picnic shelters, trails
Butler Creek Greenway Trail, Gresham	Soft surface trails, bridge over Johnson Creek
Kelly Creek Greenway, Gresham	Acquisition of 4.5 acres, soft surface trails
Beaver Creek Greenway, Troutdale	Acquisition, trails, pedestrian bridge, habitat restoration, erosion control
Wood Village City Park	Habitat improvements, trails, erosion control for 12 acre addition
Springwater Corridor, Portland	Trail heads and trail improvements in SE Portland
OMSI to Springwater Corridor, Portland	Trail heads and trail improvements on east bank of Willamette River
Whitaker Ponds, Portland	Acquisition for greenspace park along Columbia Slough in NE PDX
Tryon Creek Linkages, Portland	Acquisition in Tryon Creek watershed in SW Portland

M. James Glisan Boat Ramp, Portland	Improvements to launch facility on Columbia River in NE Portland
Terwilliger-Marquam Natural Area, Portland	Acquisition of upland forest in SW Portland
Columbia Slough, Portland	Acquisition of greenspace along or near slough in N and NE Portland
Johnson Creek Corridor, Portland	Acquisition of greenspace along creek in SE Portland
Mocks Crest, Portland	Acquisition of greenspace in N Portland
Kelly Point Park, Portland	Acquisition of adjacent land in N Portland
Oaks Bottom, Portland	Habitat restoration, improvements in SE Portland
Powell Butte, Portland	Habitat restoration, improvements SE Portland
Community Natural Areas, Portland	Acquisition of small greenspaces in NE King or Elliot neighborhoods
Hoyt Arboretum, Portland	Acquisition of adjacent land in NW Portland
Leach Botanical Garden, Portland	Acquisition of adjacent land in SE Portland
Crystal Springs Rhododendron Garden, Portland	Acquisition of adjacent land in SE Portland
40-Mile Loop Trail, Portland	Trail right-of-way acquisition along the 40-Mile Loop
River Place to Willamette Park, Portland	Acquisition and trail construction on the west bank of Willamette River
Fanno Creek, Portland	Acquisition along the greenway in SW Portland
Forest Park Wildwood Trail, Portland	Access and habitat improvements in NW Portland

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

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

Other allowable expenditures for this program include acquisition administrative expenses, bond issuance costs and reimbursable bond preparation expenses relating to the design

planning and feasibility of the acquisition program. Administrative expenses include, but are not limited to, assistance from professional realtors, real estate appraisals, title companies and environmental evaluation firms.

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



GREENSPACES GENERAL OBLIGATION BOND MEASURE LOCAL SHARE GUIDELINES

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

1. Eligible agency is a park provider as of July 1, 1991.
2. Funds must be expended on Greenspaces related activities only including:

Acquisition

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

Capital Improvements

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

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