

RESOLUTION NO. 2171

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH METRO REGARDING CONSTRUCTION, MAINTENANCE, MANAGEMENT AND OPERATION OF THE COLLEGE NATURE PARK PROPERTY

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. Using funds from the voter approved 1995 Open Space Bond Measure, Metro purchased 62.6 acres of Mt. Hood Community College (MHCC) greenway property along Beaver Creek in the City of Troutdale and entered into an IGA with the City for the management and maintenance of this natural area site.
2. The City is receiving a local allocation of funds from the voter approved 2006 Metro bond measure and has committed its local share funds to construct a nature park at the northeast corner of the MHCC greenway property that Metro acquired.
3. The prior IGA has expired and Metro and the City desire to enter into a new IGA specific to the former MHCC property that is being improved as a nature park.
4. Execution of this IGA allows the MHCC Nature Park project to proceed to construction knowing that the City is willing and able to manage and maintain the park for the use and enjoyment of Troutdale residents.


NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE

Section 1. The City Manager is authorized to sign an Intergovernmental Agreement with Metro, upon the approval of the city attorney, in substantial conformity with the one attached as Exhibit A to the staff report.

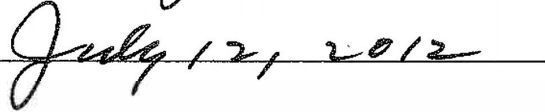
Section 2. The City Manager is authorized to sign any amendments to this Intergovernmental Agreement that may arise over the course of its effective period.

Section 3. This resolution shall take effect immediately upon adoption.

YEAS: 7
NAYS: 0
ABSTAINED: 0



Mayor Jim Kight

Date: 



Debbie Stickney, City Recorder

Adopted: July 10, 2012

INTERGOVERNMENTAL AGREEMENT

College Nature Park Property, City of Troutdale

This Intergovernmental Agreement ("Agreement") dated this 20th day of September, 2012, 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 Northeast Grand Avenue, Portland, Oregon 97232-2736 ("Metro"), and the City of Troutdale, located at 104 SE Kibling, Troutdale, Oregon 97060 (the "City").

RECITALS:

WHEREAS, pursuant to the Metro Open Spaces, Parks and Streams 1995 Ballot Measure 26-26 ("Metro Open Spaces Bond Measure") on 16 July, 2004, Metro purchased approximately 62.6 acres of real property, including 4,832 feet of frontage along Beaver Creek, formerly a part of the Mt. Hood Community College campus and known as "Mt. Hood Community College Property" (the "Property"), located at 3200 Troutdale Road in Troutdale, Oregon, and more particularly described in Exhibit A attached hereto and incorporated herein;

WHEREAS, the Property is within the Sandy River Target Area identified pursuant to the Metro Open Spaces Bond Measure, and is also identified as a regionally significant open space and natural area in the Metro Greenspaces Master Plan;

WHEREAS, the Property has been identified as a significant natural area in the Troutdale Parks Master Plan;

WHEREAS, the City previously managed the Property as open space pursuant to an intergovernmental land management agreement dated April 5, 2000, which agreement has now expired;

WHEREAS, the City designated a portion of the City's Local Share allocation of the 2006 Natural Areas bond measure to restoration and improvement of the area of the Property closest to Stark Street and Troutdale Road including trail construction, wetland viewing area, and interpretive signage, which trail and all other improvements on the Property, are collectively referred to herein as the "Trail" (*Metro contract #927850*);

WHEREAS, on July 10, 2012, the City Council authorized the City to enter into this Agreement;

WHEREAS, Metro and the City wish to enter into this Agreement to provide for the responsibilities and obligations of the parties with respect to the construction of the Trail and the use, maintenance, management, and operation of the Property;

Now, therefore, the parties agree as follows:

A. Construction

The City will construct the Trail on the Property in accordance with the design plans attached as Exhibit B to this Agreement, and shall have sole responsibility for arranging, paying for, and managing the construction of the Trail, including all labor and materials costs. The City will obtain at its expense, all local, state or federal permits necessary to construct the Trail.

B. Maintenance, Management, and Operation

1. Maintenance Plan.

- (a) The City shall be responsible for the ongoing maintenance, repair, management, and operation of the Property, including any replacements of any improvements, in accordance and in a manner consistent with this Agreement, the Metro Greenspaces Master Plan, the City's Parks Master Plan, the City's adopted Park Rules, and the City's Type B site, Level 2 Maintenance Standards, attached hereto as Exhibit C (the "Maintenance Standards").
- (b) Metro shall designate at least one staff member to participate in the development of the Maintenance Plan. The parties shall meet and walkthrough the Property following completion of construction of the Trail to review the Maintenance Standards and confer regarding any particular maintenance actions on the Property that may be desired by the parties. The Maintenance Standards, along with any additional maintenance actions agreed upon by the parties, shall constitute the maintenance plan for the Property (the "Maintenance Plan").
- (c) The Maintenance Plan shall ensure that the Property is maintained as a publicly-accessed park and natural area, with the primary goals being protection of the Property's natural resources, enhancement and protection of wildlife habitat, and public recreation consistent with the foregoing. The parties shall meet from time to time to update or revise the Maintenance Plan, in a manner acceptable to both parties.
- (d) Metro hereby grants the City the right to open the Property to the public provided that public use of the Property shall not begin until formal opening of the nature park and/or completion of construction of the Trail. The City has proposed to call the nature park "College Nature Park at Beaver Creek," and Metro does not object to this name. The City shall not change the name without Metro's prior written consent, which consent will not be unreasonably withheld.

2. Limitations. Other than as approved as part of the design for the Trail or as part of the Maintenance Plan, no improvements or trails shall be constructed on the Property and no alteration of water or timber resource shall occur without Metro's prior written approval. Except as incidental to the authorized use of the Property, no hazardous substances may be used, handled, stored or transported on, to or from the Property by the City.

3. Security. The City shall maintain security of the Property, and shall provide additional fencing, gates, signage, and other measures as the City may deem necessary to increase safety on the Property, and to deter improper public use of the Property, prior to and after adoption of the Maintenance Plan. During the interim period, the City shall respond to neighborhood or citizen complaints regarding improper use or noise on the Property.

4. Assessments. To the extent that the City's management actions cause any taxes or assessments against the Property, the City shall be responsible for such taxes or assessments.

5. Permits; Coordination.

- (a) The City shall be responsible for obtaining any permits necessary for maintenance, management, or operation of the Property.
- (b) Any permits granted by the City to users of the Property shall comply with the terms and limitations set forth in this Agreement and in the Maintenance Plan for the Property.
- (c) The City shall be responsible for contacting and coordinating with other local or state agencies regarding any and all maintenance, management, or operation issues that may arise with respect to the Property.

6. Easements. All requests for easements, rights of way, and leases on or affecting the Property shall be submitted to Metro in accordance with the Metro Easement Policy, Resolution No. 97-2539B, passed by the Metro Council on November 6, 1997, attached hereto as Exhibit D.

C. General Provisions

1. Term. The term of this Agreement shall be ten (10) years from the effective date of this Agreement, automatically renewing every ten (10) years for an additional ten (10) year period, unless terminated by either party by written notice to the other party, at least one (1) month prior to the renewal of any additional ten (10) year term.

2. Right of Entry: Metro grants to the City, its agents and contractors, the right to enter the Property for the purpose of performing all activities reasonably necessary for the maintenance, management, and operation of the Property and for the fulfillment of the City's duties under this Agreement and the Maintenance Plan.
3. Indemnification. The City, to the maximum extent permitted by law and subject to the limitations of the Oregon Tort Claims Act, ORS Chapter 30, and the Oregon Constitution, shall defend, indemnify and save harmless Metro, its officers, employees, and agents from and against any and all liabilities, damages, claims, demands, judgments, losses, costs, expenses, fines, suits, and actions, whether arising in tort, contract, or by operation of any statute, including but not limited to attorneys' fees and expenses at trial and on appeal, relating to or resulting from the construction of the Trail, the maintenance, management or operation of the Property, or the City's actions under this Agreement. Metro, to the maximum extent permitted by law and subject to the limitations of the Oregon Tort Claims Act, ORS Chapter 30, and the Oregon Constitution, shall defend, indemnify and save harmless the City, its officers, employees, and agents from and against any and all liabilities, damages, claims, demands, judgments, losses, costs, expenses, fines, suits, and actions, whether arising in tort, contract, or by operation of any statute, including but not limited to attorneys' fees and expenses at trial and on appeal, relating to or resulting from Metro's actions under this Agreement.
4. Oregon Constitution and Tax Exempt Bond Covenants. The source of funds for the acquisition of this Property 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 the interest paid by Metro to bond holders is currently exempt from federal and Oregon income taxes. The City covenants that it will take no actions that would cause Metro to be unable to maintain the current status of the real property taxes as exempt from Oregon's constitutional limitations or the income tax exempt status of the bond interest. In the event the City 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.
5. Signage. The City shall recognize that funding to complete the project was provided from the Metro 1995 and 2006 Open Space and Natural Areas bond measures, respectively. Such project recognition shall be included in and on on-site documentation, any published final products and visual presentations, web site information, collateral materials, newsletters, and press releases. Other provisions for funding recognition included in the Intergovernmental Agreement pertaining to the City's Local Share (*Metro contract# 927850*) shall apply.
6. Unusual Circumstances. In the event of unforeseen circumstances, such as a change in funding status for park operation and maintenance, such that the City fails to receive funding, appropriations, or other expenditure authority sufficient to allow City, in the exercise of its reasonable discretion, to continue to perform its obligations under this Agreement, Metro and the City may review this Agreement and amend it as necessary. The parties may jointly terminate all or part of this Agreement based upon the circumstances as necessary or a determination that such action is in the public interest.
7. Termination for Cause. Either party may terminate this Agreement in full, or in part, at any time before the date of completion, whenever that party determines, in its sole discretion, that the other party has failed to comply with the conditions of this Agreement and is therefore in default. The terminating party shall promptly notify the other party in writing of that determination and document such default as outlined herein. The other party shall have thirty (30) days to cure the problem. Notwithstanding any termination for cause, both parties shall be entitled to receive payments for any work completed or for which that party is contractually obligated for, which completion or contractual obligation occurred prior to the effective date of the termination, provided that no party shall be obligated to make any payment except for work specifically provided for in this Agreement.
8. Laws 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 chapter 279A, 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 the public contracting provisions of ORS chapters 279A, 279B and 279C, and the recycling provisions of ORS 279B.025 to the extent those provisions apply to this Agreement. The City shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.
9. Waivers. No waiver made by Metro with respect to the performance, or manner or time thereof, of any obligation of the City or any condition inuring to Metro's benefit under this Agreement shall be considered a waiver of any other rights of the Metro. No waiver by Metro of any provision of this Agreement or any breach thereof shall be of any force or effect unless in writing; and no such waiver shall be construed to be a continuing waiver. No waiver made by the City with respect to the performance, or manner or time thereof, of any obligation of Metro or any condition inuring to the City's benefit under this Agreement shall be considered a waiver of any other rights of the City. No waiver by the City of any provision of this Agreement or any breach thereof shall be of any force or effect unless in writing; and no such waiver shall be construed to be a continuing waiver.

10. Assignment. The parties may not assign any of its rights or responsibilities under this Agreement without prior written consent from the other party, except the parties may delegate or subcontract for performance of any of its responsibilities under this Agreement.
11. Notices. All notices or other communications required or permitted under this Agreement shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by fax and regular mail.

To Metro: Metro
 Jim Desmond
 Director, Metro Sustainability Center
 600 N.E. Grand Avenue
 Portland, OR 97232


To City: City of Troutdale
 Rich Faith
 Director, Community Development
 104 SE Kibling
 Troutdale, OR 97060


12. 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 to the terms and requirements of applicable law and the intent of this Agreement.
13. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written agreements or representations relating to this Property. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties.

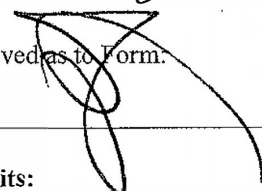
IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year set forth above.

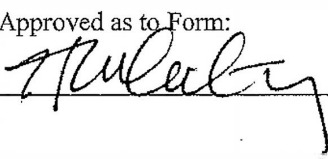
CITY OF TROUTDALE

METRO

By: 
Title: City Manager

By: 
Title: Chief Operating Officer

Approved as to Form:


Approved as to Form:


- Exhibits:**
Exhibit A - Legal Description
Exhibit B - City of Troutdale College Nature Park Design Plans
Exhibit C - City of Troutdale Maintenance Standards
Exhibit D - Metro Easement Policy and Metro Resolution No. 97-2539B

EXHIBIT A

Legal Description of the Property

Revised Tax Lot 300, Map 1S3E1
Description
May 10, 2004

A tract of land in the west one-half of Section 1, Township 1 South, Range 3 East, Willamette Meridian, Multnomah County, Oregon, to wit:

Beginning at the intersection of the south line of S.E. Stark Street (County Road No. 924) with the northerly extension of the east line of the Wm. M. Taylor D.L.C. No. 59, which point bears S.89°49'00"E., 962.90 feet and S.00°18'46"W., 75.00 feet from the northwest corner of said Section 1; thence S.89°49'00"E. along the south line of S.E. Stark Street, 631.40 feet to the west line of S. Troutdale Road, County Road No. 1570; thence S.21°36'11"E. along said west line, 37.68 feet; thence continuing along said west line, S.01°05'05"W., 599.11 feet to a 5/8" iron rod; thence leaving said west line, West, 310.57 feet to a 5/8" iron rod; thence South, 355.88 feet to a 5/8" iron rod; thence S.52°18'20"W., 40.66 feet to a 5/8" iron rod; thence S.57°34'37"W., 142.29 feet to a 5/8" iron rod; thence S.68°19'02"W., 86.06 feet to a 5/8" iron rod; thence S.44°39'58"W., 99.59 feet to a 5/8" iron rod; thence S.32°54'43"W., 160.23 feet to a 5/8" iron rod; thence S.64°38'21"W., 141.91 feet to a 5/8" iron rod; thence S.05°12'55"W., 120.14 feet to a 5/8" iron rod; thence S.04°20'58"W., 169.56 feet to a 5/8" iron rod; thence S.02°50'29"E., 198.42 feet to a 5/8" iron rod; thence S.35°57'22"E., 125.12 feet to a 5/8" iron rod; thence S.55°18'44"W., 50.33 feet; thence N.76°29'45"W., 172.51 feet; thence N.00°01'13"E., 98.72 feet; thence N.80°53'12"W., 435.86 feet; thence N.23°53'12"W., 36.21 feet to the north line of said Taylor D.L.C.; thence S.89°06'48"W. along said north line, 116.95 feet; thence leaving said north line, N.20°43'07"E., 140.30 feet to a 5/8" iron rod; thence N.43°24'06"W., 121.51 feet to a 5/8" iron rod; thence N.05°55'01"E., 337.58 feet to a 5/8" iron rod and point of nontangent curvature; thence along the arc of a 328.01 foot radius curve left (the radius point of which bears N.12°18'05"W.) through a central angle of 59°51'09", 342.65 feet (chord bears N.47°46'20"E., 327.28 feet) to a 5/8" iron rod; thence N.17°37'08"E., 329.15 feet to a 5/8" iron rod; thence N.55°52'24"E., 356.01 feet to a 5/8" iron rod; thence N.43°16'39"E., 389.52 feet to the northerly extension of the east line of said Taylor D.L.C.; thence N.00°18'46"E., 196.21 feet to the Point of Beginning.

Contains 34.617 acres, more or less.

Revised Tax Lot 700, Map 1S3E2
Description
May 10, 2004

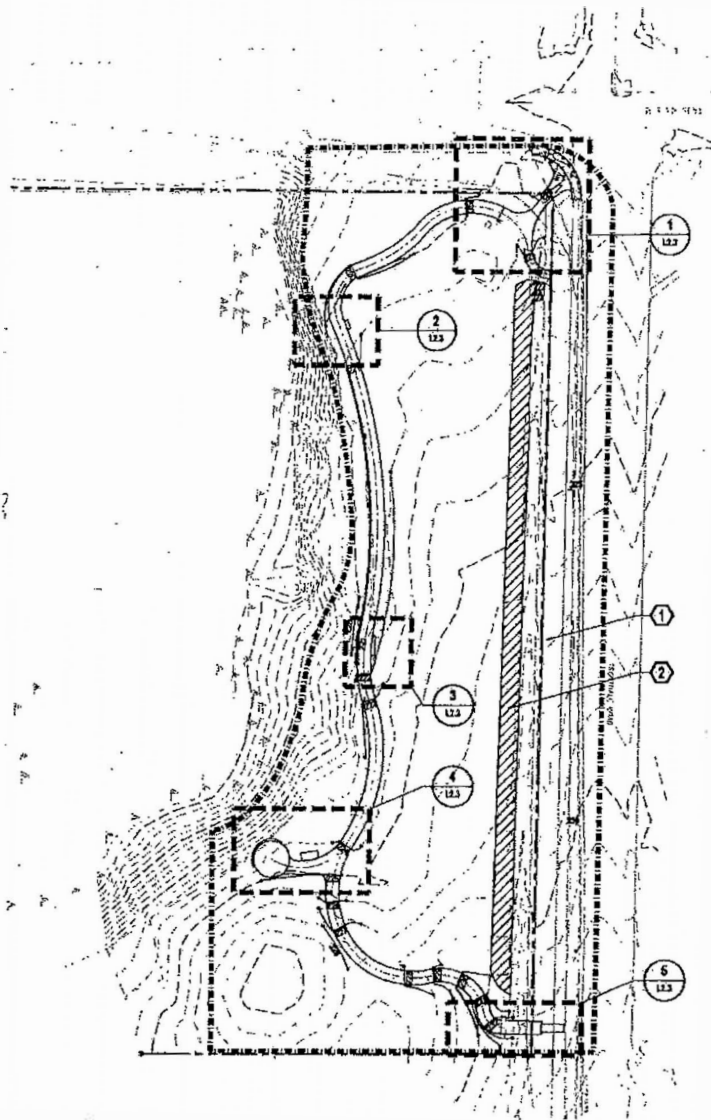
A tract of land in the west one-half of Section 1 and the east one-half of Section 2, Township 1 South, Range 3 East, Willamette Meridian, Multnomah County, Oregon, to wit:

Commencing at the easterly southwest corner of the John Lewellyn D.L.C. No. 60; thence S.00°03'47"W. along the west line of the William B. Jones D.L.C. No. 50, 208.35 feet to the True Point of Beginning of the tract herein described; thence leaving said west line, S.37°02'21"E., 222.47 feet to the north line of Cochran Road, County Road No. 789; thence S.88°35'03"W. along said north line, 94.44 feet; thence continuing along said north line, S.54°23'03"W., 48.99 feet to the west line of said Jones D.L.C.; thence N.00°03'47"E. along said west line, 2.54 feet to the north line of that certain tract of land described in Deed Book 963, Page 1458, recorded December 17, 1973, Multnomah County Deed Records; thence tracing the boundary of said Book 963, Page 1458 tract along the following courses and distances: S.88°35'03"W., 200.00 feet; thence S.57°24'03"W., 159.40 feet; thence S.00°29'27"E., 124.13 feet to the north line of said Cochran Road; thence S.65°31'03"W. along said north line, 118.67 feet; thence continuing along said north line, S.85°31'03"W., 177.31 feet; thence continuing along said north line, N.60°27'57"W., 67.97 feet; thence leaving said north line, N.35°32'52"E., 123.56 feet to a 5/8" iron rod; thence N.07°41'14"W., 177.00 feet to a 5/8" iron rod; thence N.61°23'09"W., 132.34 feet to a 5/8" iron rod; thence N.31°09'01"W., 160.74 feet to a 5/8" iron rod; thence N.58°16'18"W., 228.67 feet to a 5/8" iron rod; thence N.02°29'52"W., 418.97 feet to a 5/8" iron rod; thence N.13°59'31"W., 233.23 feet to a 5/8" iron rod; thence N.47°54'14"W., 80.86 feet; thence N.83°48'17"W., 265.91 feet to a 5/8" iron rod; thence N.12°22'10"E., 154.01 feet to a 5/8" iron rod; thence N.67°49'58"E., 311.29 feet to a 5/8" iron rod; thence S.64°08'09"E., 109.93 feet to a 5/8" iron rod; thence S.89°31'16"E., 68.72 feet to a 5/8" iron rod; thence N.36°00'55"E., 58.34 feet to a 5/8" iron rod; thence N.20°43'07"E., 11.55 feet to the north line of the Wm. M. Taylor D.L.C. No. 59; thence N.89°06'48"E. along said north line, 116.95 feet; thence leaving said north line, S.23°53'12"E., 36.21 feet; thence S.80°53'12"E., 435.86 feet; thence S.00°01'13"W., 98.72 feet; thence S.76°29'45"E., 172.51 feet; thence S.55°18'44"W., 96.96 feet to a 5/8" iron rod; thence S.00°01'13"W., 619.87 feet to a 5/8" iron rod; thence S.60°39'54"E., 130.95 feet to a 5/8" iron rod; thence S.37°02'21"E., 217.16 feet to the True Point of Beginning.

Contains 27.996 acres, more or less.

EXHIBIT B

City of Troutdale College Nature Park Design Plans



LEGEND

- PROPOSED CONTOUR MAJOR
- PROPOSED CONTOUR MINOR
- - - EXISTING CONTOUR MAJOR
- - - EXISTING CONTOUR MINOR
- - - PROPERTY LINE
- LIMIT OF WORK LINE
- PATH CENTERLINE

KEY NOTES:

- ① REFER TO HALF STREET IMPROVEMENT PACKAGE
- ② ON SITE SPOOLS AREA FROM STREET IMPROVEMENT WORK, ADDITIONAL SOIL SHALL BE ADDED TO THE WEST SIDE OF THE EXISTING BERAL HER BOX. SHALL:
 - BE LEVEL WITH THE TOP OF THE EXISTING BERAL
 - HAVE A MAXIMUM SLOPE OF 3:1 ALONG THE WESTERN EDGE.
 - HAVE A MINIMUM OVERALL WIDTH OF 16'
 CONTRACTOR TO RESEED ALL DISTURBED AND REGRADED AREAS WITH OPEN MADOW RESEED MIX AS SHOWN ON PLANTING PLAN L11.

NOTE:

CRUSHED PAVK PATH AND CONCRETE PAVING GRIDES SHALL NOT EXCEED 6%.

GREENWORKS

Portland, O.R.
 4100 NE Fremont Ave. #100
 Portland, Oregon 97218
 503.253.4444
 www.greenworks.com



Project: **College Nature Park Trail:**
Troutdale
 City of Troutdale
 10000 NE Oregon Ave. #110
 Troutdale, OR 97140
 Rick Fahy, Designer, License No. 503-474-7239

Submitted to: **CITY OF TROUTDALE**
 Project No.: **11-001**
 Date: **2-22-2012**
 Scale: **AS SHOWN**

Drawn By: **DD**
 Checked By: **RT/MS**
 Job No.: **101162-1**
 Revision: **02**

L2.2

EXHIBIT C

City's Maintenance Standards

Troutdale Parks Maintenance Levels 05-06 Type B Sites

Community & Neighborhood Parks, Public Facilities, High Visibility Sites

	Level 1	Metro Level 2 DR	Level 2
Mowing	<u>Pedestrian Connectors only.</u> Weekly during growing season.		<u>Pedestrian Connectors only.</u> Under 6-inches (ornamental).
Aeration	None	OK	None
Turf Edging	<u>Pedestrian Connectors only.</u> Hard edge minimum twice a season.	OK	<u>Pedestrian Connectors only.</u> None
Sanitation Patrol	Once weekly all areas. Connectors.	Multiple times weekly	1X weekly trail heads and pedestrian. 1X monthly natural areas/greenways.
Rule Enforcement		This could be done at the same time as sanitation.	(Enforce "No Dogs" rule and other park regulations on the property)
Park Restrooms	N/A	DR	N/A
Vandalism	24-hour response all sites.	OK	24-hour response all sites.
Safety Hazards	Immediate response all sites.	OK	Immediate response all sites.
Play Equipment	N/A	OK	N/A
Wood Structures	Once weekly. Repair as needed.	OK	Once monthly. Repair as needed.
Planting Bed Weed Control	<u>Pedestrian Connectors only.</u> Post emergent as needed. No weed growth over 2-inches or seed head formation. No more than 3 weeds per square yard in established bed areas. Pre emergent in spring and fall (minimum). Mechanical weed control as needed.	OK	<u>Pedestrian Connectors only.</u> Post emergent as needed. No more than 10 weeds per square yard. Pre emergent in Fall. Mechanical control as needed.
Mulching	<u>Pedestrian Connectors only.</u> Once a year in established bed areas.		<u>Pedestrian Connectors only.</u> None
Vegetation Control	Blackberries <5-feet in control areas. Reed Canary grass no seed heads in control areas. Invasive plants confined to City sites.	Want to need to be in the category	As needed for public safety and site function.

Hard Surfaces & Picnic Tables	Pressure-wash once a year. Clean as needed.	OK	Clean as needed.
Turf Irrigation	<u>Pedestrian Connectors only.</u> Irrigate for fire hazard.	OK	<u>Pedestrian Connectors only.</u> None
Plant Irrigation	<u>Pedestrian Connectors only.</u> Hard irrigate trees and shrubs less than two years old a minimum of once a week.	OK	<u>Pedestrian Connectors only.</u> Hand irrigate trees and shrubs less than two years old a minimum of once a week.
Planting	<u>Pedestrian Connectors only.</u> Replacement plantings as needed.	OK	<u>Pedestrian Connectors only.</u> None
Pruning	Pruning in response to safety and vandalism activity.	OK	Safety and vandalism response only.
Rough Mowing	Less than 8-inches in height.	OK	Less than 14-inches in height.
Turf Fertilization	None	OK	None
Turf Weed Control	Once a year to all established ornamental turf only.	OK	None
Leaf Removal	<u>Pedestrian Connectors only.</u> As needed before negatively impacting turf or plantings beds. Mulch leaves and dispose on site where practical.	OK	<u>Pedestrian Connectors only.</u> Mulch in turf, remove bed leaves only if negative impact on plants.
Trail Maintenance	Inspect weekly. Repair as needed. Brush trails back 3 feet to keep vegetation from encroaching on trail. Resurface trails every three years. Leaf removal as needed to keep trails clear.	OK	Inspect monthly. Repair as needed. Brush trails back 3 feet to keep vegetation from encroaching on trail. Resurface for public safety only.

M:\suscnr\Administration\Cntrets-Gmts-IGAs-Easements\IGAs\MANAGEMENT IGA's-copies, maps, misc\city of Troutdale - Maintenance Levels 05_06 Type B sites_specific to College Nature Park at Beaver creek.docx

EXHIBIT D

Metro Easement Policy and
Metro Resolution No. 97-2539B

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF APPROVING GENERAL)	RESOLUTION NO. 97-2539B
POLICIES RELATED TO THE REVIEW OF)	
EASEMENTS, RIGHT OF WAYS, AND LEASES)	
FOR NON-PARK USES THROUGH PROPERTIES)	
MANAGED BY THE REGIONAL PARKS AND)	Introduced by
GREENSPACES DEPARTMENT.)	Mike Burton, Executive Officer

WHEREAS, Metro currently owns and manages more than 6,000 acres of regional parks, open spaces, natural areas, and recreational facilities; and

WHEREAS, additional lands are being acquired through the Open Space, Parks, and Streams Bond Measure, approved by voters in May of 1995; and

WHEREAS, the primary management objectives for these properties are to provide opportunities for natural resource dependent recreation, protection of fish, wildlife, and native plant habitat and maintenance and/or enhancement of water quality; and

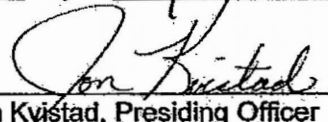
WHEREAS, Metro will be approached with proposals to utilize regional parks, open spaces, natural areas, and recreational facilities property for utility, transportation, and other non-park purposes; and

WHEREAS, Metro seeks to insure that these uses have no negative impact upon the primary management objectives of Metro Regional Parks and Greenspaces properties; and

WHEREAS, it would be in Metro's best interest to provide for the orderly evaluation and consideration of proposals to utilize portions of Metro Regional Parks and Greenspaces properties for utility, transportation and other non-park uses; NOW THEREFORE,

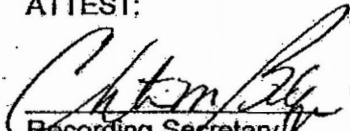
BE IT RESOLVED, that the Metro Council hereby adopts the policy attached as Exhibit "A" for any and all requests related to formal proposals for the use of Metro Regional Parks and Greenspaces properties for the purposes noted therein.

ADOPTED by the Metro Council this 6th day of November, 1997.



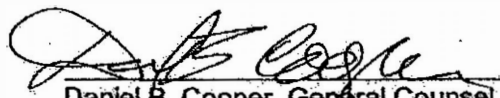
 Jon Kvistad, Presiding Officer

ATTEST:



 Recording Secretary

Approved as to Form:



 Daniel B. Cooper, General Counsel

Exhibit "A"

METRO POLICY RELATED TO THE REVIEW OF
EASEMENTS, RIGHT OF WAYS, AND LEASES
FOR NON-PARK USES

Metro owns and manages , either on its own or in partnership with other government and private entities, several thousand acres of regional parks, open spaces, natural areas and recreational facilities. These facilities are maintained to promote and preserve natural resources and recreational opportunities for the public consistent with the Greenspaces Master Plan adopted by the Metro Council in 1992, the Open Spaces Bond Measure approved by the voters in 1995 and other restrictions limiting the uses of specific properties in existence at the time of its acquisition by the public. Nothing in this policy shall be construed to allow these facilities to be used in any manner which detracts from this primary purpose. This policy is written from the perspective of Metro as the property owner, however, in those cases in which Metro co-owns a property with other entities, all decisions concerning the use of the property in question will be fully coordinated with the other owners. In addition, all new development and all proposed work within Water Quality Resource Areas or other environmentally sensitive work will be conducted in accordance with Metro or local government policies, to include where appropriate, application for permits and completion of environmental reviews. In event that local government policies are less restrictive than the Metro Model ordinances, Metro will apply the more restrictive Metro policies.

Regarding requests for easements, right of ways, and leases for non-park uses in Metro owned or managed regional parks, natural areas or recreational facilities, it is Metro's policy to:

- 1) Provide for formal review of all proposed easements, right of ways, and leases for non-park, uses by the Regional Parks and Greenspaces Advisory Committee, the Regional Facilities Committee and the full Council. Notwithstanding satisfaction of the criteria set forth herein, the final determination of whether to approve a proposed easement, right of way, or lease is still subject to the review and approval by the full Metro Council.
- 2) Prohibit the development of utilities, transportation projects and other non-park uses within corridors or on sites which are located inside of Metro owned or managed regional parks, natural areas, and recreational facilities except as provided herein.
- 3) Reject proposals for utility easements, transportation right of ways and leases for non-park uses which would result in significant, unavoidable impacts to natural resources, cultural resources, recreational facilities, recreational opportunities or their operation and management.
- 4) Accommodate utility easements, transportation right of ways or other non-park uses when the Regional Parks and Greenspaces Department (the Department) determines that a proposed easement, right of way or non-park use can be accommodated without significant impact to

natural resources, cultural resources, recreational facilities, recreational opportunities or their operation and management; and that the impacts can be minimized and mitigated.

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

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

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

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

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

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

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

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

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

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

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

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

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

e) Upon completion of negotiations, the proposed agreement, in the appropriate format, shall be forwarded for review and approval as noted in item "1" above. In no event shall construction of a project commence prior to formal approval of a proposal.

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

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