

**RESOLUTION NO. 1224**

**A RESOLUTION AMENDING RESOLUTION NO. 1141 AND APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH METRO FOR CITY OF WILSONVILLE LOCAL GREENSPACES AND TRAILS PROJECTS FUNDED FROM THE \$135.6 MILLION REGIONAL GREENSPACES BOND ISSUE.**

WHEREAS, local governments were to be entitled to receive a portion of the regional greenspaces bond measure funds based on the allocation formula of the Metro Greenspaces Master Plan adopted in July, 1992; and

WHEREAS, based on the 1992 allocation formula, the Wilsonville City Council adopted Resolution No. 1141 on October 17, 1994, approving local greenspaces and trails projects in the amount of \$227,000 to be included in the \$138.8 million regional greenspaces bond measure; and

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, Metro revisited the local share calculations and determined there to be a flaw in all of Clackamas County's cities' and towns' distributive shares; and

WHEREAS, the revised calculation allocates \$218,222 as Wilsonville's local share; and

WHEREAS, funds must be expended on greenspaces related activities; and

WHEREAS, the Parks and Recreation Advisory Board has considered eligible projects and prepared a recommendation for the revised local share and for project approval; and

WHEREAS, the City of Wilsonville desires to enter into an Intergovernmental Agreement with Metro in a timely manner to govern the expenditure of funds for the recommended projects;

**NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:**

1. Resolution No. 1141 is amended to reflect the following projects, previously authorized and approved by the Wilsonville City Council for inclusion in

Metro's greenspaces bond issue allocation, are reauthorized and approved with the following allocations:

(a)	Memorial Park trail/non-vehicular access from Wilsonville Road/Memorial Drive to the park	\$96,135
(b)	Funding to all four schools in Wilsonville for restoration projects to be split equally	\$19,225
(c)	Trail #10 from Wilsonville City-Wide Parks and Recreation Master Plan - Courtside school trail	\$53,835
(d)	Improvements to the Gordon's Run area near the Charbonneau District (access, trails, etc.)	\$44,222
(e)	Memorial Park trail clearing/improvements (Seed money - intended for civic group projects)	\$ 4,805
	<b>TOTAL</b>	<b>\$218,222</b>

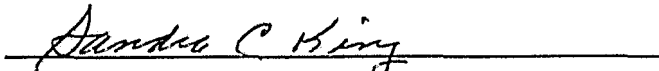
2. The Intergovernmental Agreement marked "Exhibit A", attached hereto and incorporated herein, is approved and the mayor is authorized to execute the agreement governing the allocation of \$218,222 of local share for the above described projects.

ADOPTED by the City Council of the City of Wilsonville at a regular meeting thereof on the 2nd day of October, 1995.



GERALD A. KRUMMEL, Mayor

ATTEST:



SANDRA C. KING, City Recorder

SUMMARY OF VOTES:

Mayor Krummel	<u>Yes</u>
Councilor Hawkins	<u>Yes</u>
Councilor Leahy	<u>Yes</u>
Councilor Leo	<u>Yes</u>
Councilor Lehan	<u>Yes</u>

EXHIBIT A

Project: Open Spaces Program  
Contract No.

INTERGOVERNMENTAL AGREEMENT  
Open Spaces Bond Measure  
Local Share Component

This Agreement dated this \_\_\_\_ day of \_\_\_\_\_ 1995, is by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the 1992 Metro Charter, located at 600 N.E. Grand Avenue, Portland, Oregon 97232-2736, and the City of Wilsonville, located at 30000 Town Center Loop E., Wilsonville, Oregon 97070, (hereinafter referred to as "Recipient"), and shall remain in full force and effect for the period September 1, 1995, to September 1, 1998, (unless extended as provided for herein).

W I T N E S S E T H:

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

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

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

WHEREAS, Metro and Recipient desire to enter into this Agreement to provide for funding of Recipient's projects 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 proposals and authorizes Recipient to proceed with the Projects in accordance with the Scope of Work included as Attachment "A," a copy of which is attached hereto and by this reference incorporated herein. All real property interests acquired shall be held in the name of Recipient.

2. Funding

Metro's contribution to the Projects is limited to \$218,222. Payment of funds by Metro to Recipient will be subject to the procedures set forth in Attachment "B," a copy of which is attached hereto and by this reference incorporated herein.

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 these Projects. Therefore, Metro neither intends nor accepts any direct involvement in these Projects which can or could be construed to result in supervisory responsibility during the course of acquisition or construction, and upon completion of the Projects 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 Projects described in Attachment "A." Recipient may substitute different projects 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" is degraded, is cost prohibitive or is otherwise not feasible.

b. Recipient through its governing body shall conduct a public process and identify and select a substitute project. The decision to select a substitute project shall be consistent with the provisions of the Measure and the Local Share Guidelines.

c. The decision to select a 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 will 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 are included as Attachment "C," a copy of which is attached hereto and by this reference incorporated herein.

5. Term

Metro's obligation to provide funds pursuant to this Agreement shall terminate September 1, 1998. It is the intent of the parties that Recipient will have completed the projects 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 projects, Recipient is entitled upon giving 30 days written notice to Metro to extend Metro's obligations pursuant to this Agreement for an additional six months. More than one extension may be granted if necessary to complete the projects. 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 projects and that the need for an extension is due to Recipient's neglect of the projects. Any denial of an extension is not effective for 10 days after receipt of notice of the denial, and at Recipient's request is subject to review by the Metro Executive Officer. The provisions of Sections 7, 8, 9, and 10 shall continue in effect after the completion by Recipient of any projects pursuant to this Agreement.

6. Situs

∴ This Agreement is entered into within the state of Oregon.

7. Limitations on Use

All real 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 real property acquired pursuant to this Agreement in a manner consistent with Metro's Greenspaces Master Plan. Recipient will not construct or allow the construction of improvements to the property which are inconsistent with the Master Plan. However, in the event of extraordinary unforeseen circumstances Recipient may after January 1, 2005, authorize a change in use of acquired property. In the event a change in use occurs, Recipient agrees to take the following actions:

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

8. Oregon Constitution and Tax Exempt Bond Covenants

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



9. Funding Declaration

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

10. Indemnification

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

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

11. Termination for Cause

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

12. Documentation of Default

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

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

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

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

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

13. Joint Termination for Convenience

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

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

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

14. Documents are Public Property

All records, reports, data, documents, systems and concepts, whether in the form of writings, figures, graphs, or models which are prepared or developed in connection with the Projects 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 Projects 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 may reasonably 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 Projects shall be retained by Metro and Recipient and all of its contractors for three years from the date of completion of the Projects, 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 Projects 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 above.

CITY OF WILSONVILLE

METRO

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

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

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

Mike Burton  
Executive Officer

gl  
1256e

City of  
**WILSONVILLE**  
in OREGON

30000 SW Town Center Loop E  
Wilsonville, Oregon 97070  
FAX (503) 682-1015  
(503) 682-1011

Attachment A

**LOCAL GREENSPACES AND TRAILS PROJECTS  
CITY OF WILSONVILLE**

**REVISED CALCULATIONS**

1.	Memorial Park Trail/non-vehicular access from Wilsonville Road/Memorial Drive to the park	\$96,135
2.	Funding to all four schools in Wilsonville for restoration projects	\$19,225 (split)
3.	Trail #10 from Wilsonville City-Wide Parks and Recreation Master Plan - Courtside School Trail	\$53,835
4.	Improvements to the Gordun's Run area near the Charbonneau district (access, trails, etc.)	\$44,222
5.	Memorial Park trail clearing/improvements (seed money - intended for civic group projects)	\$4,805
	<b>TOTAL:</b>	<b>\$218,222</b>

LOCAL GREENSPACES AND TRAILS PROJECTS FORM  
CAPITAL IMPROVEMENTS

To be Funded by Metro's Greenspaces Bond Measure  
(One Form per project)

1. Project Title:

No. 1. Memorial Park Trail/non-vehicular access from Wilsonville Road or Memorial Drive into the Park.

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

Currently the only access from the north end of Memorial Park is along Memorial Drive and Cumberland Road, which is a narrow drive used by vehicular and non-vehicular traffic. As the park is along the Willamette River, this project would give pedestrians and bicyclists access to the greenway. Preliminary engineering must take place to determine preferred location of the proposed trail.

3. Estimated Cost (detail other sources in addition to Metro bond measure):

\$96,135.

4. Staff Contact/Address/Phone:

Glenn Milnor, Recreation Director  
City of Wilsonville  
30000 SW Town Center Loop E.  
Wilsonville, OR 97070  
(503)682-1011

5. Date:

September 1, 1995



LOCAL GREENSPACES AND TRAILS PROJECTS FORM  
CAPITAL IMPROVEMENTS

To be Funded by Metro's Greenspaces Bond Measure  
(One Form per project)

1. Project Title:

No. 2. Funding to all four schools in Wilsonville for restoration projects.

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

These funds are to be split among all four schools (two primary, one middle, one high school) in Wilsonville. The schools are very active in restoring wetlands, especially along Boeckman and Mill Creeks.

3. Estimated Cost (detail other sources in addition to Metro bond measure):

\$19,225. split amongst schools as noted above. This is to fund materials and supplies, labor is to be provided as part of school projects and eagle scout/girl scout projects.

4. Staff Contact/Address/Phone:

Glenn Milnor, Recreation Director  
City of Wilsonville  
30000 SW Town Center Loop E.  
Wilsonville, OR 97070  
(503)682-1011

5. Date:

September 1, 1995

LOCAL GREENSPACES AND TRAILS PROJECTS FORM  
CAPITAL IMPROVEMENTS

To be Funded by Metro's Greenspaces Bond Measure  
(One Form per project)

1. Project Title:

No. 3. Trail identified in City-wide Parks and Recreation Master Plan as trail no. 10 --  
Courtside School Trail.

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

Proposed project connects to Meadows School Trail system and provides a shortcut to  
Town Center and Memorial Park. Located in the Boeckman Creek Corridor, connecting  
Memorial-Boeckman trail to Meadows-School trail, and the high school to Town Center-  
Boeckman Trail and Boeckman-Meadows trails.

Proposed trail would be 10' wide asphalt with possible signage, lighting, and a bridge  
across Boeckman Creek.

3. Estimated Cost (detail other sources in addition to Metro bond measure):

\$53,835. Developer is to install bridge as part of conditions of approval.

4. Staff Contact/Address/Phone:

Glenn Milnor, Recreation Director  
City of Wilsonville  
30000 SW Town Center Loop E.  
Wilsonville, OR 97070  
(503)682-1011

5. Date:

September 1, 1995

LOCAL GREENSPACES AND TRAILS PROJECTS FORM  
CAPITAL IMPROVEMENTS

To be Funded by Metro's Greenspaces Bond Measure  
(One Form per project)

1. Project Title:

No. 4. Improvements to the Gordon's Run area near the Charbonneau District. Project dependent upon Metro acquisition of the Gordon's Run area as part of this Greenspaces Bond Measure.

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

Located in the greenway along the Willamette River west of the Charbonneau subdivision. Improvements could include access, trails, benches, as deemed appropriate.

3. Estimated Cost (detail other sources in addition to Metro bond measure):

\$44,222.

4. Staff Contact/Address/Phone:

Glenn Milnor, Recreation Director  
City of Wilsonville  
30000 SW Town Center Loop E.  
Wilsonville, OR 97070  
(503)682-1011

5. Date:

September 1, 1995

WILSONVILLE

LOCAL GREENSPACES AND TRAILS PROJECTS FORM  
CAPITAL IMPROVEMENTS

To be Funded by Metro's Greenspaces Bond Measure  
(One Form per project)

1. Project Title:

No. 5 Memorial Park Trail Clearing/Improvements.

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

Intended as a trail delineation project along the Greenway in Wilsonville Memorial Park. Some trails currently exist, however many need restoration work and improvements.

3. Estimated Cost (detail other sources in addition to Metro bond measure):

\$4,805. Work to be accomplished by volunteers; in addition, some materials may be donated.

4. Staff Contact/Address/Phone:

Glenn Milnor, Recreation Director  
City of Wilsonville  
30000 SW Town Center Loop E.  
Wilsonville, OR 97070  
(503)682-1011

5. Date:

September 1, 1995

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

_____	_____	_____
_____	_____	_____
_____	_____	_____

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**EXHIBIT A**

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**REQUISITION CERTIFICATE**

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**TO:** Metro

**FROM:** (Local Jurisdiction)

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

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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

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Approved for Payment: \_\_\_\_\_  
Metro Project Director Date



METRO

# Open Spaces Bond Measure Local Share

Schedule of Charges

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

Jurisdiction \_\_\_\_\_

Please make check payable to \_\_\_\_\_

Project \_\_\_\_\_

Attention \_\_\_\_\_

Requisition No. \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

			For Metro Use:			
			Account Code			
Payment was made to:	Description	Amount	Fund	Cost center	Object	Project
		\$				
	<b>Total Requisition</b>	\$				





METRO

# Wire Transfer Information Request

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

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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.

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

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



## 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.