

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF COUNCIL APPROVAL ) RESOLUTION NO. 00-2970  
OF THE MT. TALBERT MASTER PLAN AND )  
MANAGEMENT RECOMMENDATIONS, )  
PURSUANT TO AN EXISTING IGA BETWEEN )  
METRO AND NORTH CLACKAMAS ) Introduced by Mike Burton  
PARKS AND RECREATION DISTRICT ) Executive Officer

WHEREAS, in July, 1992, Metro Council adopted by Resolution No. 92-1637 the Metropolitan Greenspaces Master Plan which identified a desired system of natural areas interconnected with greenways and trails; and

WHEREAS, Mt. Talbert was identified as a regionally significant open space by the Metro Greenspaces Master Plan; and

WHEREAS, the Refinement Plan for the East Buttes-Boring Lava Domes Target Area, adopted by the Metro Council on July 17, 1996, Resolution No. 96-2361, identified certain areas as Tier 1B, requiring a 75%-25% partnership between Metro and local governments for acquisition of identified properties; and also requiring deed restrictions that the properties remain in their natural condition in perpetuity; and

WHEREAS, in November, 1997, Metro entered into an Intergovernmental Agreement (IGA) No. 920211 with North Clackamas Parks and Recreation District (NCPRD) [see attached Exhibit A] for joint purchase and NCPRD management of Mt. Talbert properties; and

WHEREAS, Metro and NCPRD share title as tenants in common proportionate to their contributions to the purchase price (Metro-75%; NCPRD 25%); and

WHEREAS, Metro has made subsequent acquisitions on Mt. Talbert and NCPRD currently manages 143 acres of Metro-NCPRD property under the IGA; and

WHEREAS, the IGA requires that NCPRD prepare a resource management plan that sets forth management, maintenance, and operation guidelines for Mt. Talbert properties, with the primary goals being protection of the property's natural resources, enhancement and protection of wildlife habitat, and public recreation consistent with these goals; and

WHEREAS, the IGA required that Metro staff participate in development of the Management Plan; and

WHEREAS, the Mt. Talbert Master Plan and Management Recommendations has been completed and approved by NCPRD Board and Clackamas County Board of Commissioners; and

WHEREAS, staff has reviewed the adopted Plan and concluded that it meets or exceeds all requirements of the IGA and Greenspaces Master Plan; and

WHEREAS, Metro's Regional Parks and Greenspaces Advisory Committee (RPAGAC) has reviewed and recommends that Metro Council approve the Mt. Talbert Master Plan and Management Recommendations, pursuant to the IGA between Metro and NCPRD; now, therefore

BE IT RESOLVED,


That the Metro Council hereby authorizes and approves the Mt. Talbert Master Plan and Management Recommendations as approved by NCPRD Board, Clackamas County Commission and Metro's RPAGAC and appended hereto as Exhibit B.

ADOPTED by the Metro Council this 13<sup>th</sup> day of July, 2000.



David Bragdon, Presiding Officer

Approved as to Form:



Daniel B. Cooper, General Counsel

**INTERGOVERNMENTAL AGREEMENT**

**Mount Talbert - Chia Development Corporation Property**

This Intergovernmental Agreement ("Agreement") dated this 5 day of Nov 1997 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 North Clackamas Parks and Recreation District, located at 11022 SE 37th Avenue, Milwaukie, Oregon 97222 ("NCPRD").

**RECITALS:**

WHEREAS, approximately 66.77 acres of real property within the Mount Talbert Natural Area in Clackamas County, Oregon, known as the Chia Development Corporation Property, formerly known as Bon Development Corporation, is available for purchase, as more particularly described in Exhibit A attached hereto ("Chia Property" or "Property");

WHEREAS, the East Buttes-Boring Lava Domes was identified as a regionally significant open space by the Metro Greenspaces Master Plan, and by the Metro Open Spaces, Parks and Streams 1995 Ballot Measure 26-26 ("Metro Open Spaces Measure");

WHEREAS, the Refinement Plan for the East Buttes-Boring Lava Domes Target Area, adopted by the Metro Council on July 17, 1996, Resolution No. 96-3631, identified certain areas as Tier 1b, requiring a 75%-25% partnership between Metro and local governments for acquisition of identified properties; and also requiring deed restrictions that the properties remain in their natural condition in perpetuity;

WHEREAS, the Chia Property is within the East Buttes-Boring Lava Domes Target Area and is identified as a Tier 1B property in the Refinement Plan;

WHEREAS, Metro and NCPRD wish to purchase the property and to preserve it as open space in accordance with the Metro Open Spaces Measure and with the Metro Greenspaces Master Plan;

WHEREAS, Metro is negotiating an Agreement of Purchase and Sale for the Property (the "Agreement of Purchase and Sale"); and

WHEREAS, Metro and NCPRD wish to enter into this Agreement to authorize the purchase and to provide for the responsibilities and obligations of the parties with respect to the acquisition, allowable uses, maintenance and operation of this Chia Development Corporation Property;

Now, therefore, the parties agree as follows:

**A. Acquisition**

1. Metro and NCPRD are hereby authorized to purchase the Chia Property in accordance with the final Agreement of Purchase and Sale, to be attached hereto as Exhibit C. At closing Metro will contribute 75% of the purchase price and NCPRD will contribute 25% of the purchase price. NCPRD will also accept an assignment of a 25% interest in the Agreement of Purchase and Sale.
2. Metro and NCPRD shall take title to the Property as tenants in common, with Metro having a 3/4 undivided interest and NCPRD having a 1/4 undivided interest and with deed restrictions requiring that the property shall remain in its natural condition in perpetuity..
3. Metro shall be responsible for completing the negotiations for the final Agreement of Purchase and Sale and any other terms of the transaction with the Property owner and for undertaking the normal due diligence investigations conducted by Metro pursuant to the Open Spaces Measure practices. If NCPRD requires any due diligence investigations not required by Metro, NCPRD shall be solely responsible for those items. Metro shall also be responsible for drafting and coordinating escrow instructions and closing details, and shall pay the Buyer's closing costs.

**B. Management, Maintenance, and Operation**

1. The long-term management guidelines for the Property will be set forth in a Resource Management Plan ("Management Plan") for the Property, as set forth in Section D below. This Agreement shall set forth the interim protection guidelines for the Property prior to adoption of the Management Plan, and shall also set forth the use limitations for the Property which must be carried forth and reflected in the Management Plan.
2. If Metro executes an agreement to purchase Property within Mount Talbert which Metro would like NCPRD to manage under the terms of this Agreement, Metro shall notify NCPRD in writing in the form attached hereto as Exhibit B ("Notice of Acquisition"). NCPRD shall notify Metro if NCPRD does not wish to accept management responsibilities for that property in accordance with this Agreement, using NCPRD's best efforts to make this notification prior to the closing date for the acquisition. If NCPRD has not so notified Metro within thirty (30) days of receiving Metro's Notice of Acquisition, then NCPRD shall be deemed to have accepted the new Property for management, maintenance and operation in accordance with the terms and conditions of this Agreement.
3. Metro and NCPRD agree that NCPRD shall be responsible for the ongoing management, maintenance, and operation of the Property, both during the interim period and after adoption of the Management Plan.

4. The term of NCPRD's management, maintenance, and operation responsibilities for the Property shall be determined by the Management Plan, but in no event shall the term be less than ten (10) years from the effective date of this Agreement, renewable by mutual written agreement for additional ten (10) year periods.
5. Metro grants to NCPRD, its agents and contractors, the right to enter the Property for the purpose of performing all activities reasonably necessary for the management, maintenance and operation of the Property and for the fulfillment of their duties under this Agreement and pursuant to the Management Plan.

**C. Interim Protection Guidelines**

1. Prior to the adoption of a Management Plan for the Property, the Property shall be managed, maintained and operated by NCPRD in accordance and in a manner consistent with this Agreement, the Metro Greenspaces Master Plan, and NCPRD's Comprehensive Master Plan ("the Plans"). In case of conflict among Plans, the Plan affording the highest level of resource protection shall govern.
2. The Property shall at all times be managed, maintained, operated, and protected in accordance with its intended use as a natural area open space, 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.
3. In accordance with the Metro Greenspaces Master Plan, formal public use of the Property and site development on the Property shall not begin until a Management Plan for the Property has been adopted.
4. Prior to the adoption of a Management Plan for the Property, in the interim period, at NCPRD's discretion, the Property may be used informally by the public for passive recreation, habitat enhancement, pedestrian activity, and/or nonmotorized bicycle use. All uses of the Property in the interim period shall be consistent with this Agreement and with the Plans, and shall not preclude any uses that could later be allowed in the Management Plan.
5. Prior to the adoption of the Management Plan for the Property, in the interim period NCPRD shall not allow or permit any alteration of any water, timber, mineral, or other resource on the Property, except for the control of exotic or pest plant species or as necessary to prevent Property degradation or for security or public safety concerns.
6. NCPRD shall maintain security of the Property as NCPRD may deem necessary in its discretion as manager of the Property.

**D. Resource Management Plan for the Property**

1. NCPRD shall develop a Resource Management Plan (“Management Plan”) for the Property. The Management Plan shall set forth the acceptable management, operation, maintenance, types and levels of programmed and public use, and trail and improvement standards for the Property. NCPRD shall manage the Property in accordance with the standards and guidelines developed in the Management Plan.
2. The Management Plan shall ensure that the Property is managed, maintained and operated in accordance with the Metro Greenspaces Master Plan and with this Agreement, and that all trails and improvements on the Property comply with the Greenspaces Master Plan and with this Agreement. The Management Plan shall also ensure that the Property is maintained as a natural area open space, 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. As part of the process of developing the Management Plan, NCPRD shall take an inventory of the resources on the Property.
3. Metro shall designate at least one staff member to participate in the Management Plan process for the Property. In addition to any other approvals required by NCPRD, the Management Plan shall be subject to approval by the Metro Council prior to its implementation, which approval shall not be unreasonably withheld and shall be based on consistency with this Agreement and with the Greenspaces Master Plan.

***E. Permits, Assessments, Coordination with Other Public Agencies***

1. As stated in the Greenspaces Master Plan, by accepting management responsibility for the Property NCPRD agrees to be responsible for funding the operation and maintenance of the Property with NCPRD’s own resources. NCPRD’s management responsibility shall include responsibility for all taxes, liens or assessments for the Property.
2. Prior to adoption of the Management Plan and thereafter, NCPRD shall be responsible for obtaining any permits necessary for management, maintenance or operation of the Property.
3. Any permits granted by NCPRD to users of the Property shall comply with the terms and limitations set forth in this Agreement and in the Management Plan for the Property.
4. NCPRD shall be responsible for contacting and coordinating with other local or state agencies regarding any and all management, maintenance or operation issues that may arise with respect to the Property.

**F. General Provisions**

1. **Indemnification.** NCPRD, to the maximum extent permitted by law and subject to the Oregon Tort Claims Act, ORS Chapter 30, 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 any management, maintenance or operation of the Property, including but not limited to construction of trails or in relation to any other improvement on the Property, except as caused by Metro's negligence.
2. **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. NCPRD 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 NCPRD 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.
3. **Signage.** NCPRD shall provide on-site signage informing the public that NCPRD is managing the site. Metro will provide on-site signage stating that funding for the acquisition came from Metro Open Spaces Measure bond proceeds. NCPRD shall also document in any publication, media presentation or other presentations, in which the Property is mentioned, that funding for the acquisition came from Metro Open Spaces Measure bond proceeds. 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.
4. **Joint Termination for Convenience.** Metro and NCPRD may by mutual agreement terminate all or part of this Agreement based upon a determination that such action is in the public interest.
5. **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.

6. Assignment. NCPRD may not assign any of its rights or responsibilities under this Agreement without prior written consent from Metro, except NCPRD may delegate or subcontract for performance of any of its responsibilities under this Agreement.
7. 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  
   Charles Ciecko  
   Director, Metro Regional Parks and Greenspaces  
   600 NE Grand Avenue  
   Portland, OR 97232-2736

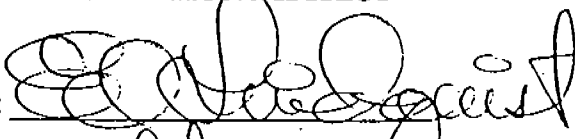
To NCPRD                      Mike Henley  
   Director  
   North Clackamas Parks and Recreation District  
   11022 SE 37th Avenue  
   Milwaukie, OR 97222

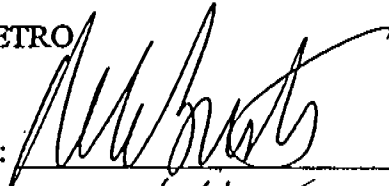
9. Severability. If any covenant or provision in this Agreement shall be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision which in itself is valid, if such remainder would then continue to conform with the terms and requirements of applicable law and the intent of this Agreement.
10. 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.

NORTH CLACKAMAS PARKS  
AND RECREATION DISTRICT

By:   
Title: Chan

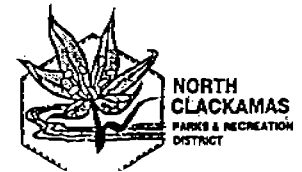
METRO  
By:   
Title: 11/18/99

**DRAFT**

# **Mt. Talbert**

Master Plan & Management Recommendations

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# **Mt. Talbert**

## **Master Plan & Management Recommendations**

Prepared for and Funded by:

**North Clackamas Parks & Recreation District**

11022 SE. 37th Avenue  
Milwaukie, Oregon 97222

Michael Henley, Director

Diane Kean Campbell, Administrative Analyst

Suzanne Bader, Community Relations Coordinator

Prepared by:

**Mayer/Reed**

Landscape Architects and Planners

319 SW. Washington Street, Suite 820  
Portland, Oregon 97204

Carol Mayer-Reed FASLA, Partner

Steven E. Koch ASLA, Project Manager

Elizabeth F. Crane, Assistant

In association with:

**Fishman Environmental Services**

Christie Galen, Ecologist

1 March 2000

# Acknowledgements

## North Clackamas Parks & Recreation District

Michael Henley, Director  
Diane Kean Campbell, Administrative Analyst  
Suzanne Bader, Community Relations Coordinator

## NCPRD District Advisory Board

Elton Storum, Chair  
Daisa Lawson, Oatfield Rep.  
Jim Ellis, Southgate/Town Center Rep.  
Sarah Eraker, Sunnyside Rep.  
Eleanor Johnson, Milwaukie C/CAB Rep.  
Jeff Marshall, City of Milwaukie Rep.  
Don Trotter, At-Large Alternate  
Champ Husted, At-Large  
Bill Brod, At-Large  
Lynn Sharp, At-Large

## NCPRD Board of Directors

(Board of Clackamas County Commissioners)  
Bill Kennemer, Larry Sowa, and Michael Jordan

## Metro Regional Parks & Greenspaces

Metro Council  
Mike Burton, Executive Officer  
Regional Parks & Greenspaces Department:  
Charles Ciecko, Director  
Heather Nelson Kent, Division Manager  
Jane Hart, Planning and Education Project Manager  
Jim Morgan, Ecologist

## Mt. Talbert Master Plan Steering Committee

Bill Aalberg	Sunnyside Neighborhood Parks Advisory Board, Realtor
Jerry Allen	Rock Creek Neighbor, Retired Forester
Kathy Bergin	Mystery Springs Neighbor, Educator
Dan Butler	Mystery Springs Neighbor, River Pilots
Jerry Foy	Oak Lodge Neighborhood Parks Advisory Board, Developer
Bill Jablonski	Jennings Lodge Neighbor, Landscape Architect
Karen McColloch	Cedar Park Neighbor, Educator
Mike Miller	Milwaukie Planning Commission, Horticulturist
Lynn Sharp	Parks District Advisory Board, Ecologist
Dick Shook	Oatfield Neighborhood Board, Friends of Mt. Scott/Kellogg Creeks
Jim Young	Milwaukie Center Community Advisory Board

## Mt. Talbert Master Plan Technical Advisory Group

Jane Hart	Metro Regional Parks & Greenspaces
Jim Morgan	Metro Regional Parks & Greenspaces
Rob Carnahan	Clackamas County Fire District No. 1
Tim Jannsen	Mt. Scott Water District
Mike McLees	Clackamas County Parks
Tom Ortman	Clackamas County Natural Resources
Rich Robinson	NCPRD Maintenance
Dick Shook	Friends of Mt. Scott/Kellogg Creeks Watershed
Karen Streefer	Water Environment Services
Tim Grolbert	Captain, Clackamas County Sheriff
Dick Van Ingen	Clackamas County Planning
Terry Wertz	Sabin Occupational Skills Center
Mark Wigg	ODOT Technical Services

**DRAFT**

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## OPERATIONS COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 00-2970, FOR THE PURPOSE OF COUNCIL APPROVAL OF THE MT. TALBERT MASTER PLAN AND MANAGEMENT RECOMMENDATIONS, PURSUANT TO AN EXISTING IGA BETWEEN METRO AND NORTH CLACKAMAS PARKS AND RECREATION DISTRICT

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Date: July 13, 2000

Presented by: Councilor Atherton

**Committee Recommendation:** At its July 5, 2000, meeting, the Operations Committee voted 3-0 to recommend Council adoption of Resolution No. 00-2970. Voting in favor: Councilors Washington, Atherton, and Monroe. Voting against: none. Absent: none.

**Background:** Charles Ciecko, Parks and Greenspaces Director, presented the staff report. He explained that, in 1997, Metro entered into an intergovernmental agreement (IGA) with North Clackamas Parks & Recreation District (NCPRD) to purchase and manage Mt. Talbert as a regionally significant component of the Metropolitan Greenspaces Master Plan. Mt. Talbert is located within the East Buttes-Boring Lava Domes Target Area; an area identified as "Tier 1b", requiring a 75%-25% partnership between Metro and local governments for property acquisition, and also requiring deed restrictions maintaining properties in their natural condition for perpetuity.

The IGA with NCPRD stipulates that a resource management plan be developed, with an emphasis on preserving and enhancing the natural features of Mt. Talbert. The management plan encompasses the currently owned Metro and NCPRD property, plus an additional 200 acres of privately owned land. The planning process involved community members, regional representatives, and technical experts, in conjunction with a steering committee, a technical advisory committee, and a professional planning consultant. The resulting plan has been received and approved by the NCPRD Board, Clackamas County Board of Commissioners, and Metro staff.

Jane Hart, representing NCPRD, discussed the highlights of the management plan, which include a network of soft-surface trails for pedestrian access only, limited vehicular parking, educational and interpretive signage, ADA accessibility; trail improvements, and exclusion of dogs, bicycles, horses, camping, and fires.

**Committee Issues/Discussion:** Councilor Atherton asked about a proposed pedestrian bridge over Mt. Scott Creek, expressing a concern that park funds not be used for a roadway project. Hart and Ciecko responded that the bridge is outside the project area, and that no Metro funds will be used for plan implementation.

Councilor McLain asked how many parking spaces would be provided in the parking lot, and how the lot would be accessed from the road. Ciecko replied that the number of spaces has not been determined yet, and that access would be through a direct turn-off.

Councilor Monroe expressed appreciation for the "no dogs" policy, stating that dogs and wildlife don't mix.

Councilor McLain asked about Metro's legal liability with an IGA of this sort. Joel Morton, Metro Assistant Counsel, replied that hold harmless agreements are in place, and Metro is adequately indemnified in the event of a lawsuit.

There was no further discussion.

## Staff Report

### **CONSIDERATION OF RESOLUTION NO. 00-2970 FOR THE PURPOSE OF COUNCIL APPROVAL OF THE MT. TALBERT MASTER PLAN AND MANAGEMENT RECOMMENDATIONS, PURSUANT TO AN EXISTING IGA BETWEEN METRO AND NORTH CLACKAMAS PARKS AND RECREATION DISTRICT**

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Date: June 20, 2000

Presented by:

Charlie Ciecko  
Jane Hart

#### PROPOSED ACTION

Resolution No. 00-2970, requests Metro Council approval of the Mt. Talbert Master Plan and Management Recommendations, pursuant to the terms set forth in the Intergovernmental Agreement (adopted Nov. 1997 via Resolution No. 97-2563) between Metro and North Clackamas Parks and Recreation Dept. regarding the Mt. Talbert property.

#### EXISTING LAW

Metro Code 2.04.026 (a) (2) requires that the Executive Officer obtain the authorization of the Metro Council prior to executing any agreement entered into pursuant to ORS chapter 190 by which Metro acquires or transfers any interest in real property, or transfers any function or duty to another governmental unit. The Intergovernmental Agreement (IGA) adopted by the Metro Council via Resolution 97-2563, was established between Metro and the North Clackamas Parks and Recreation District (NCPRD) regarding joint acquisition and NCPRD management of property in the Mt. Talbert section of the East Buttes and Boring Lava Domes Target Area. The IGA requires that long-term management guidelines for the Property be set forth in a Resource Management Plan. The IGA requires that the Management Plan ensure that the property is managed, maintained and operated in accordance with the Metro Greenspaces Master Plan. Section D of the IGA requires that the Management Plan "be subject to approval by the Metro Council prior to its implementation, which approval shall not be unreasonably withheld and shall be based on consistency with the IGA and the Greenspaces Master Plan".

#### BACKGROUND AND ANALYSIS

In November of 1997 Metro entered into an Intergovernmental Agreement with North Clackamas Parks and Recreation District for joint purchase, and NCPRD management, of 143 acres on Mt. Talbert in North Clackamas County. Section D. *Resource Management Plan for the Property* of the IGA requires that NCPRD develop a Resource Management Plan (Plan) for any property subject to the IGA. The IGA requires that NCPRD's Management Plan:

1. Set forth acceptable standards for trails and other improvements and for overall management, operation, and maintenance of the property
2. Identify appropriate types and levels of programmed and public uses

3. Ensure that the property is maintained as a natural open space area with the primary goals being:
  - protection of natural resources
  - enhancement and protection of wildlife habitat
  - provide public recreation consistent with natural resource and habitat protection

The IGA requires that the Management Plan “be subject to Metro Council approval, which approval shall not be unreasonably withheld and shall be based on consistency with [the IGA] and the Greenspaces Master Plan.”

NCPRD began work on the Mt. Talbert Master Plan and Management Recommendations in August 1999. The Mt. Talbert Master Planning area includes approximately 340 acres, 143 of which are owned jointly by Metro and NCPRD, while the remainder is in private ownership.

A professional planning consultant was retained to perform the master planning work. NCPRD involved Metro staff from the very beginning of the management planning process to ensure that the Plan was consistent with the IGA. NCPRD conducted a thorough public involvement process that included but was not limited to:

- Regular meetings of a 10 person Steering Committee
- As needed meetings of a 10 person Technical Advisory Committee
- Four public open houses to solicit public input throughout the planning process
- Public review draft of Mt. Talbert Master Plan and Management Recommendations

### **MASTER PLAN HIGHLIGHTS**

The Mt. Talbert Master Plan and Management Recommendations are intended to guide preservation and enhancement of the natural resources and character of Mt. Talbert and ensure appropriate recreational use of the site. Master Plan highlights include but are not limited to:

- Realignment of the intersection of 117<sup>th</sup> and Sunnyside Road to create safe vehicular access into the main park entrance.
- ADA accessible parking and trailhead amenities at main entrance including toilets, picnic tables, drinking fountain, entry kiosk, bike rack, signage, footbridge over Mt. Scott Creek.
- Several pedestrian access points into the site
- Network of existing soft surface hiking trails on Mt. Talbert.
- Educational and interpretive signage.
- Trail, and natural resource management recommendations aimed at enhancing and protecting wildlife habitat on Mt. Talbert.

### **FINDINGS**

Approval of NCPRD's Mt. Talbert Master Plan and Management Recommendations is recommended based upon these findings:

- The Mt. Talbert Master Plan and Management Recommendations document sets forth acceptable standards for trails, park amenities and overall management, operation, and maintenance of the property governed by the IGA.
- Appropriate types and levels of programmed and public uses are identified in the Plan.



- The Plan's mission statement, goals, program elements and proposed amenities ensure that the natural resources and wildlife habitat of the property subject to the IGA will be enhanced and protected if fully implemented.
- The Plan complies with the policies of the Greenspaces Master Plan and is consistent with the IGA.
- The Plan recommends that Metro continue to acquire land within the master planning area from willing sellers and that NCPRD manage those new acquisitions.
- The NCPRD Board approved the draft Mt. Talbert Master Plan and Management Recommendations in April 2000.
- The Clackamas County Board of Commissioners approved the draft Mt. Talbert Master Plan and Management Recommendations on June 8, 2000.
- Metro's Regional Parks and Greenspaces Advisory Committee has reviewed and unanimously recommends that the Metro Council approve the Mt. Talbert Master Plan and Management Recommendations, pursuant to the IGA between Metro and NCPRD.
- NCPRD has funding to begin implementation of some of the Phase One improvements.

#### **BUDGET IMPACT**

NCPRD is responsible for funding the ongoing management, maintenance and operation (of the property included in the IGA) prior to and after adoption of the Management Plan, and therefore Metro will not have to fund management of the properties governed by the IGA or the Management Plan. According to the IGA, NCPRD can notify Metro if it does not wish to accept management responsibility for future acquisitions in the Mt. Talbert target area. The Plan recommends that NCPRD manage any new acquisitions that Metro may purchase in the planning area.

#### **OUTSTANDING QUESTIONS**

None.

#### **EXECUTIVE OFFICER'S RECOMMENDATION**

The Executive Officer recommends passage of Resolution No. 00-2970.