

# A G E N D A

600 NORTHEAST GRAND AVENUE | PORTLAND, OREGON 97232 2736  
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**METRO**

## Agenda

MEETING: METRO COUNCIL REGULAR MEETING  
DATE: April 17, 1997  
DAY: Thursday  
TIME: 2:00 PM  
PLACE: Council Chamber

Approx.  
Time\*

Presenter

2:00 PM	<b>CALL TO ORDER AND ROLL CALL</b>	
(5 min.)	<b>1. INTRODUCTIONS</b>	
(5 min.)	<b>2. CITIZEN COMMUNICATIONS</b>	
(5 min.)	<b>3. EXECUTIVE OFFICER COMMUNICATIONS</b>	
(10 min.)	<b>4. POTENTIAL ISSUES REGARDING STATE LEGISLATION</b>	Naito
	<b>5. ORDINANCES - SECOND READING</b>	
2:25 PM (5 min.)	<b>5.1 Ordinance No. 97-684, Amending and Readopting Metro Code 2.06 (Investment Policy); and Declaring an Emergency.</b>	McCaig
	<b>6. RESOLUTIONS</b>	
2:30 PM (5 min.)	<b>6.1 Resolution No. 97-2479, For the Purpose of Approving and Adopting the Howell Territorial Park Master Plan.</b>	McCaig
2:35 PM (5 min.)	<b>6.2 Resolution No. 97-2481, Approving a Contract with St. Vincent DePaul for Recovery of Reusable and Recyclable Items at Metro South Transfer Station.</b>	Washington



2:40 PM (5 min.)	6.3	<b>Resolution No. 97-2482</b> , For the Purpose of Authorizing an Exemption to Metro Code Chapter 2.04.064(c), Competitive Bidding Procedures, and Authorizing a Sole-source Contract with Information Systems, Inc., for Consulting Services for Weight Systems Software at Solid Waste Disposal Facilities.	McFarland
2:45 PM (5 min.)	6.4	<b>Resolution No. 97-2483</b> , For the Purpose of Authorizing the Executive Officer to Execute Current and Future Leases Related to Metro's Open Spaces Property Acquisitions.	Naito
2:50 PM (5 min.)	6.5	<b>Resolution No. 97-2486</b> , For the Purpose of Approving A Personal Services Contract to Provide Independent Staff Support Services to the South/North Review Panel.	Washington
2:55 PM (5 min.)	6.6	<b>Resolution No. 97-2493</b> , For the Purpose of Approving an Amendment to Resolution No. 96-2388 to Provide for the Retrofitting of the Metro Information on Long Range Transportation (MILT) Public Outreach Project.	Transportation
3:00 PM (10 min.)	7.	<b>COUNCILOR COMMUNICATION</b>	

#### **ADJOURN**

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*Agenda Item Number 6.1*

**Ordinance No. 97-684, Amending and Readopting Metro Code 2.06 (Investment Policy); and Declaring  
an Emergency..**

***Second Reading***

**Metro Council Meeting  
Thursday, April 17, 1997  
Council Chamber**

BEFORE THE METRO COUNCIL

AN ORDINANCE AMENDING AND  
READOPTING METRO CODE 2.06  
(INVESTMENT POLICY); AND DECLARING  
AN EMERGENCY

)  
)  
)  
)

ORDINANCE NO. 97-684

Introduced by Mike Burton,  
Executive Officer

WHEREAS, The Metro Code, Section 2.06, contains the investment policy which applies to all cash-related assets held directly by Metro; and

WHEREAS, The Oregon Revised Statutes relating to the investment of public funds have been amended, therefore it is appropriate to amend Metro Code for conformity; and

WHEREAS, The Investment Advisory Board has recommended additional changes to the investment policy; now, therefore,

THE METRO COUNCIL HEREBY ORDAINS:

1. That Metro Code Chapter 2.06 is amended and readopted as written in Exhibit A.
2. This Ordinance being necessary for the immediate preservation of the public health, safety and welfare, in order to meet obligations and comply with Oregon Revised Statutes, an emergency is declared to exist, and this Ordinance takes effect upon passage.

ADOPTED by the Metro Council this \_\_\_\_\_ day of \_\_\_\_\_, 1997.

\_\_\_\_\_  
Jon Kvistad, Presiding Officer

ATTEST:

Approved as to Form:

\_\_\_\_\_  
Recording Secretary

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



# Exhibit A

(Inserted text - bold, deleted text - strikethrough, revised lines - | on left border)

## CHAPTER 2.06

### INVESTMENT POLICY

SECTIONS	TITLE
2.06.010	Scope
2.06.020	Objectives
2.06.030	Responsibility
2.06.040	Prudence
2.06.050	Investment Diversification
2.06.060	Competitive Selection of Investment Instruments
2.06.065	<b>Monitoring the Portfolio</b>
2.06.070	Qualifying Institutions
<del>2.06.080</del>	<del>Banking Services</del>
2.06.090	Safekeeping and Collateralization
2.06.100	Indemnity Clause
2.06.110	Controls
2.06.120	Accounting Method
2.06.130	Reporting Requirements
2.06.140	Performance Evaluation
2.06.150	Policy Adoption
2.06.160	Policy Readoption

#### 2.06.010 Scope

These investment policies apply to all cash-related assets included within the scope of ~~the Metropolitan Service District's (Metro)~~ audited financial statements and held directly by Metro.

**Other than bond proceeds or other segregated revenues, the total of funds pooled for investments ranges from \$60 million to \$100 million with an average of \$80 million. Funds held and invested by trustees or fiscal agents are excluded from these policies; however, such funds are subject to the regulations established by the State of Oregon.**

Funds of Metro will be invested in compliance with the provisions of ORS 294.035 through 294.048; ORS 294.125 through 294.155; ORS 294.810; and other applicable statutes. Investments will be in accordance with these policies and written administrative

procedures. Investment of any tax exempt borrowing proceeds and of any debt service funds will comply with the 1986 Tax Reform Act Bill provisions and any subsequent amendments thereto.

#### 2.06.020 Objectives

(a) Safety. Investments shall be undertaken in a manner that seeks to ensure the preservation of principal in the overall portfolio and security of funds and investments. For securities not backed by the full faith and credit of the federal government, diversification is required in order that potential losses on individual securities would not exceed the income generated from the remainder of the portfolio.

(b) Liquidity. The investment officer shall assure that funds are constantly available to meet immediate payment requirements including payroll, accounts payable and debt service.

(c) Yield. The investment portfolio shall be designed with the objective of regularly exceeding the average return on 90-day U.S. Treasury Bills. The investment program shall seek to augment returns above this level, consistent with risk limitations described in this policy and prudent investment principles.

Due to Metro's fiduciary responsibility, safety of capital and availability of funds to meet payment requirements are the overriding objectives of the investment program. Investment yield targets are secondary.

(d) Legality. Funds will be deposited and invested in accordance with statutes, ordinances and policies governing Metro.

#### 2.06.030 Responsibility

(a) Investment Officer. The executive officer is the investment officer of the district. The authority for investing Metro funds is vested with the investment officer, who, in turn, may designates the investment manager staff to manage the day-to-day operations of Metro's investment portfolio, place purchase orders and sell orders with dealers and financial institutions, and prepare reports as required.

(b) Investment Advisory Board (IAB). There shall be an investment advisory board composed of five members.

- (1) Terms of Service. The term of service for citizens appointed to the IAB shall be three calendar years. The term of appointment shall be staggered so that not more than two members' terms expire in any calendar year.
- (2) Appointment. The investment officer shall recommend to the council for confirmation, the names of persons for appointment to the IAB.
- (3) Duties. The IAB shall meet at least quarterly. The IAB will serve as a forum for discussion and act in an advisory capacity for investment strategies, banking relationships, the legality and probity of investment activities and the establishment of written procedures for the investment operations.

(c) Quarterly Reports. At each quarterly meeting, a report reflecting the status of the portfolio will be submitted for review and comment by at least 3 members of the IAB. Discussion and comment on the report will be noted in minutes of the meeting. If concurrence is not obtained, notification will be given to the investment officer including comments by the IAB. ~~shall review investment reports submitted by the investment officer reflecting investment activity for each of the immediately preceding three months. Acceptance of the report must be by at least two members of the IAB. Should the reports not be accepted, the reports shall be revised accordingly by the investment officer and resubmitted to the IAB at its next regularly scheduled meeting or sooner if requested.~~

#### 2.06.040 Prudence

The standard of prudence to be applied by the investment officer shall be the "prudent investor" rule: "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived." The prudent investor rule shall be applied in the context of managing the overall portfolio.



## 2.06.050 Investment Diversification

(Definitions of terms and applicable authorizing statutes are listed in the "Summary of Investments Available to Municipalities" provided by the state treasurer.) The investment officer will diversify the portfolio to avoid incurring unreasonable risks inherent in over investing in specific instruments, individual financial institutions, or maturities.

### (a) Diversification by Investment

	Percent of Portfolio (Maximum)
(1) U.S. Treasury Bills, Notes, Bonds, Strips and/or State and Local Government Series (SLGS)	100%
(2) <b>Securities of U.S. Government Agencies and U.S. Government Sponsored Enterprises</b> <del>Securities and Instrumentalities of Government Sponsored Corporations</del>	100%
(3) Certificates of Deposit (CD) Commercial Banks in Oregon insured by FDIC	100%
<del>(4) Certificates of Deposit Savings and Loan Associations in Oregon which meet Federal capital requirements and are insured by the FDIC</del>	<del>25%</del>
(45) Repurchase Agreements (Repo's) Maximum 90-day maturity	50%
(56) Banker's Acceptances (BA)	100%
(67) Commercial Paper (CP) <b>Issued by a financial institution, commercial, industrial or utility business enterprise.</b> <del>holding company or business enterprise</del>	<b>3525%</b>

**For a corporation headquartered in  
Oregon; A-1 and P-1 only, maximum 90-day**

maturity; A-2 and P-2, A-1/P-2, or A-2/P-1 only, maximum 60-day maturity.

For a corporation ~~Publicly held U.S.~~ -10%  
~~corporation, financial institution,~~  
~~holding company or business enterprise~~  
headquartered outside Oregon; A-1 and P-1  
only; maximum 90-day maturity

(78) State of Oregon and Local Government 10025%  
Securities with A ratings or better

(89) State of Oregon Investment Pool 100%

~~(10) State of Oregon Arbitrage Pool~~  
~~Bond Proceeds Subject to Arbitrage~~

(911) Market Interest Accounts and Checking  
Accounts Minimum necessary for daily  
cash management efficiency

(b) Diversification by Financial Institution

- (1) Qualified Institutions. The investment officer shall maintain a listing of financial institutions and securities dealers recommended by the IAB. Any financial institution and/or securities dealers is eligible to make an application to the investment officer and upon due consideration and approval hold available funds.

A listing of the eligible institutions shall be held by the investment officer and provided any fiduciary agent or trustee.

- (2) Diversification Requirements. The combination of investments in Certificates of Deposit and Banker's Acceptances as outlined individually at 2.06.050(b)(2)(A), ~~(B)~~ and (CD) invested with any one institution shall not exceed 2530 percent of the total available funds or 15 percent of the equity of the institution.

(A) Certificates of Deposit - Commercial Banks

No more than the lesser of 2530 percent of the total available funds or 15 percent of

the equity of the financial institution may be invested with any one institution.

~~(B) Certificates of Deposit - Savings and Loan Association~~

~~No more than the lesser of 25 percent of the total available funds or 15 percent of the equity of the financial institution may be invested with any one institution.~~

(BE) Repurchase Agreements

May be purchased from any qualified institution provided the master repurchase agreement is effective and the safekeeping requirements are met. All repurchase agreements will be fully collateralized by general obligations of the U.S. Government, the agencies and instrumentalities of the United States or enterprises sponsored by the United States government, and U.S. Agency obligations marked to market.

The investment officer shall not enter into any reverse repurchase agreements.

(CD) Banker's Acceptances

Must be guaranteed by, and carried on the books of, a qualified financial institution whose short-term letter of credit rating is rated in the highest category by one or more nationally recognized statistical rating organizations.

Qualified institution means:

- i. A financial institution that is located and licensed to do banking business in the State of Oregon; or
- ii. A financial institution located in the States of California, Idaho, or Washington that is wholly owned by a bank holding company that owns a financial institution that is located



and licensed to do banking business in the State of Oregon.

No more than the lesser of 2530 percent of the total available funds or 15 percent of the equity of the financial institution may be invested with any one institution.—~~All banker's acceptances will be purchased from an ORS 294.035(11) qualified Oregon financial institution.~~

(DE) Commercial Paper

~~Business in Oregon~~—No more than 510 percent of the total portfolio with any one corporate entity.

~~Publicly held corporation not in Oregon~~—No more than 5 percent of the total portfolio with any one corporate entity.

(EF) State and Local Government Securities

No more than 15 percent of the total portfolio in any one local entity.

(FG) State of Oregon Investment Pool

Not to exceed the maximum amount established \$20 million in accordance with ORS 294.810, ~~(\$10 million maximum per account)~~ with the exception of pass-through funds (in and out within 10 days).

~~(H) State of Oregon Arbitrage Pool~~

~~Any bond proceeds subject to arbitrage.~~

(GI) U.S. Government Agencies

Securities of U.S. Government Agencies and U.S. Government Sponsored Enterprises Limited to obligations of government sponsored corporations which are eligible as collateral for treasury tax and loan as determined by the Board of Governors of the Federal Reserve System and also appear on the Oregon State Treasury list of U.S. Government and Agency

~~Securities for Local Government Investment as defined under ORS 294.035 and/or 294.040. No more than 40 percent of the total portfolio in any one agency.~~

(HJ) U.S. Government Treasuries

No limitations

(c) Diversification by Maturity. Only investments which can be held to maturity shall be purchased. Investments shall not be planned or made predicated upon selling the security prior to maturity. This restriction does not prohibit the use of repurchase agreements under ORS 294.135(2). This policy shall not preclude the sale of securities prior to their maturity in order to improve the quality, net yield, or maturity characteristic of the portfolio.

Maturity limitations shall depend upon whether the funds being invested are considered short-term or long-term funds. All funds shall be considered short-term except those reserved for capital projects (e.g., bond sale proceeds).

(1) Short-Term Funds

- (A) Investment maturities for operating funds and bond reserves shall be scheduled to meet ~~coincide with~~ projected cash flow needs. Funds considered short-term will be invested to coincide with projected cash needs or with the following serial maturity:

25% minimum to mature under three months  
75% minimum to mature under 18 months  
100% minimum to mature under five years

- (B) ~~Except for special situations, as identified by the IAB and directed by the investment officer, investments shall be limited to maturities not exceeding 18 months.~~ Investments may not exceed five years. Investment maturities beyond 18 months may be made when supported by cash flow projections which reasonably demonstrate that liquidity requirements will be met. Maturities beyond 18 months will be limited to direct U.S. Treasury obligations.

~~(C) Generally, bond reserve funds shall be limited to investment in securities up to 18 months. The maturity of the investment may extend to 18 months, or more, only if the debt service account is properly funded and provision has been made in amount and maturity for the first possible draw upon the reserve account. In any event, the investment maturity must not exceed the expected draws upon the reserve funds.~~

(2) Long-Term Funds

(A) Maturity scheduling shall be timed according to anticipated need. ORS 294.135 permits investment beyond 18 months for any bond proceeds or funds accumulated for any purpose which the district is permitted by state law to accumulate and hold funds for a period exceeding one year. The maturities should be made to coincide as nearly as practicable with the expected use of the funds.

(B) Investment of capital project funds shall be timed to meet projected contractor payments. The drawdown schedule used to guide the investment of the funds shall evidence the approval of the investment officer and review of the ~~Chief Financial Officer-director of finance and administration.~~

~~(d) Politico/Socio Limitations. The investment officer may not purchase any banker's acceptances which involve goods which derive from South Africa. A certificate warranting this shall be obtained from the financial institution from which the banker's Acceptance was purchased.~~

(de) Total Prohibitions. The investment officer may not make a commitment to invest funds or sell securities more than 14 business days prior to the anticipated date of settlement of the purchase or sale transaction, and may not agree to invest funds or sell securities for a fee other than interest. Purchase of standby or forward commitments of any sort are specifically prohibited.



#### 2.06.060 Competitive Selection of Investment Instruments

Before the investment officer invests any surplus funds, a competitive offering solicitation shall be conducted orally. Offerings will be requested from financial institutions for various options with regards to term and instrument. The investment officer will accept the offering which provides the highest rate of return within the maturity required and within the prudent investor rule. Records will be kept of offerings and the basis for making the investment decision ~~the offerings which are accepted.~~

#### 2.06.065 Monitoring the Portfolio

The investment manager will routinely monitor the contents of the portfolio comparing the holdings to the markets, relative values of competing instruments, changes in credit quality, and benchmarks. If there are advantageous transactions, the portfolio may be adjusted accordingly.

#### 2.06.070 Qualifying Institutions

The investment officer shall maintain a listing of all authorized dealers and financial institutions which are approved for investment purposes. Written procedures and criteria for selection of financial institutions will be established by the investment officer. Financial institutions must have a branch in Oregon. Any firm is eligible to apply to provide investment services to Metro and will be added to the list if the selection criteria are met. Additions or deletions to the list will be made by the investment officer and reviewed by the IAB. At the request of the investment officer, the firms performing investment services for Metro shall provide their most recent financial statements or Consolidated Report of Condition (call report) for review. Further, there should be in place, proof as to all the necessary credentials and licenses held by employees of the broker/dealers who will have contact with Metro as specified by but not necessarily limited to the National Association of Securities Dealers (NASD), Securities and Exchange Commission (SEC), etc. At minimum, the investment officer and the IAB shall conduct an annual evaluation of each firm's qualifications to determine whether it should be on the authorized list.

Securities dealers not affiliated with a bank shall ~~be required to have an office located in Oregon and~~ be classified as reporting dealers affiliated with the New York Federal Reserve

Bank as primary dealers, or meet the criteria for financial institutions.

#### 2.06.080 Banking Services

~~Every three years the investment officer will solicit competitive bids from commercial banks operating in the district to provide Metro's banking services. The investment officer may select a trustee bank to perform activities related to investments. In this case, the activities of the trustee shall be set forth in a trustee agreement consistent with this Code. Trustee services for a bond issue need not be rebid during the life of the issue.~~

#### 2.06.090 Safekeeping and Collateralization

All securities purchased pursuant to this investment policy will be delivered by either book entry or physical delivery to a third party for safekeeping by a bank designated as ~~custodian-primary agent~~. Purchase and sale of all securities will be on a payment versus delivery basis. The trust department of the bank designated as ~~custodian-primary agent~~ will be considered to be a third party for the purposes of safekeeping of securities purchased from that bank. The ~~custodian-primary agent~~ shall issue a safekeeping receipt to Metro ~~the district~~ listing the specific instrument, rate, maturity and other pertinent information.

~~Repurchase agreements will not be subject to the safekeeping requirements if purchased from First Interstate Bank of Oregon, The Bank of California or from U.S. National Bank of Oregon; repurchase agreements from all other financial institutions shall require safekeeping. In all cases, a master repurchase agreement is required.~~

Delivery versus payment will also be required for all repurchase transactions and with the collateral priced and limited in maturity in compliance with ORS 294.035(11).

Deposit-type securities (i.e., Certificates of Deposit) shall be collateralized through the state collateral pool as required by ORS 295.015 and ORS 295.018 for any amount exceeding FDIC coverage, recognizing that ORS 295.015 requires only 25 percent collateralization and ORS 295.018 requires 110 percent collateralization when the institution is notified by the state treasurer.

#### 2.06.100 Indemnity Clause

(a) Metro shall indemnify the investment officer, chief financial officer, investment manager, staff and the IAB members from personal liability for losses that might occur pursuant to administering this investment policy.

(b) The investment officer, acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported to the council as soon as practicable.

#### 2.06.110 Controls

The investment officer shall maintain a system of written internal controls, which shall be reviewed annually by the IAB and the independent auditor. The controls shall be designed to prevent loss of public funds due to fraud, error, misrepresentation or imprudent actions.

Metro's independent auditor at least annually shall audit investments according to generally accepted auditing standards and this ordinance.

#### 2.06.120 Accounting Method

Metro shall comply with all required legal provisions and Generally Accepted Accounting Principles (GAAP). The accounting principles are those contained in the pronouncements of authoritative bodies, including but not necessarily limited to, the American Institute of Certified Public Accountants (AICPA); the Financial Accounting Standards Board (FASB); and the ~~Investments will be carried at cost. Gains or losses from investments will be credited or charged to investment income at the time of sale or maturity. Metro shall comply with Government Accounting Standards Board (GASB) requirements.~~

#### 2.06.130 Reporting Requirements

(a) A transaction report shall be prepared by the ~~investment manager district's department of finance & administration~~ not later than one business day after the transaction, unless a trustee, operating under a trust agreement,



has executed the transaction. The trustee agreement shall provide for a report of transactions to be submitted by the trustee on a monthly basis.

(b) Quarterly reports shall be prepared for each regular meeting of the IAB to present historical investment information for the past 12-month period. Copies shall be provided to the executive officer and the Metro council.

#### 2.06.140 Performance Evaluation

The overall performance of Metro's investment program ~~is~~ shall be evaluated ~~quarterly~~ annually by the IAB using the objectives outlined in this policy. The ~~quarterly~~ report which confirms adherence to this policy ~~A written copy of the evaluation~~ shall be provided to the Metro council as soon as practicable.

The performance of Metro's portfolio shall be measured by comparing the average yield of the portfolio at month-end against the performance of the 90-day U.S. Treasury Bill issue maturing closest to 90 days from month-end and the Local Government Investment Pool's monthly average yield. ~~The IAB will periodically determine the target rate of return for the investment portfolio.~~

#### 2.06.150 Policy Adoption

This investment policy ~~must~~ may be reviewed by the IAB and the Oregon Short-Term Fund Board prior to adoption by the Metro council. Adoption of this policy supersedes any other previous council action or policy regarding Metro's investment management practices.

#### 2.06.160 Policy Readoption

This policy shall be subject to review and readoption annually by the Metro council in accordance with ORS 294.135(b).

## **Attachment 1**

### **Metro**

#### **Summary - Investment policy revision**

- 2.06.050(a)(7) Commercial paper as a total portion of the portfolio changed to 35%, from 25% for corporations in Oregon and 10% for corporations outside of Oregon. This conforms to recent changes in ORS 294. See also 2.06.050(b)(2)(E).
- 2.06.050(b)(2)(D) Expands Bankers Acceptances to include financial institutions located in California, Idaho, or Washington as long as there is an affiliation with a bank in Oregon. This conforms to recent changes in ORS 294.
- 2.06.050(b)(2)(E) Adjusts maximum percentage of Commercial Paper to 5% of the total portfolio with any one issuer, from 10% for Oregon issuers and 5% for issuers outside of Oregon. This conforms to recent changes in ORS 294.
- 2.06.050(b)(2)(G) Increases state investment pool maximum investment to \$30 million plus a CPI adjustment, from \$20 million. This conforms to recent changes in ORS 294. As of September 1, 1996, the adjustment increased the maximum amount to \$30,630,000.
- 2.06.050(c)(1)(B) Allows for investment maturities up to five years, when supported by cash flow projections. This element is encouraged by the Investment Advisory Board and recommended by Metro's Auditor.
- 2.06.070 Eliminates requirement that primary dealers have an office in Oregon. The requirement severely limits the number of dealers available to Metro. Of the thirty-seven primary dealers, only five have offices in Oregon. The requirement becomes irrelevant since:
1. Metro does not deal through the local offices anyway, and,
  2. Metro maintains a delivery versus payment requirement so the office location doesn't matter.

## **STAFF REPORT**

### **CONSIDERATION OF ORDINANCE NO. 97-684 AMENDING AND READOPTING METRO CODE 2.06 (INVESTMENT POLICY); AND DECLARING AN EMERGENCY**

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Date: March 10, 1997

Presented by: Howard Hansen

## **FACTUAL BACKGROUND AND ANALYSIS**

Metro Code, Section 2.06, contains the investment policy which applies to all cash-related assets held directly by Metro. The major objectives of the policy are safety, liquidity, and yield, with safety of capital and availability of funds as the overriding objectives.

Based on changes in the related sections of the Oregon Revised Statutes, suggestions from Metro's Investment Manager and Investment Advisory Board, and a review of the program by Metro's Internal Auditor, a major revision in the investment policy is being proposed.

Many of the amendments are housekeeping in nature, aligning Metro's policy with changes in state law. There are also significant amendments to be acknowledged. Those changes are summarized in Attachment 1.

The goal of these revisions is to increase the flexibility of investment decisions while preserving the two major objectives of safety and liquidity.

The revised policy has been reviewed with and endorsed by the Investment Advisory Board. These revisions have also been presented to the Oregon Short Term Fund Board, a state committee which acts through the authority of the State Treasurer. They review and comment on all public agency investment policies. Their comments have been incorporated in this proposed policy, and they have endorsed the policy with the comment "A very good policy".

Oregon Revised Statutes require that the policy be readopted annually by Metro Council.

## **EXECUTIVE OFFICER'S RECOMMENDATION**

The Executive Officer recommends amendment and readoption of Metro Code 2.06 by Ordinance No. 97-684.

*Agenda Item Number 7.1*

**Resolution No. 97-2479, For the Purpose of Approving and Adopting the Howell Territorial Park Master Plan.**

**Metro Council Meeting  
Thursday April 17, 1997  
Council Chamber**

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF APPROVING    )  
THE HOWELL TERRITORIAL            )  
PARK MASTER PLAN                    )    RESOLUTION NO. 97-2479  
  )    Introduced by Mike Burton,  
  )    Executive Officer

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

WHEREAS, the Metropolitan Greenspaces Master Plan calls for the preparation of master plans as a primary strategy for balancing public use of natural areas with protection of the natural values of the area; and

WHEREAS, The existing 93 acre Howell Territorial Park was designated as a Greenspace of regional significance in the Greenspaces Master Plan; and

WHEREAS, In 1994 Multnomah County transferred to Metro management of the park and a contract for services provided by OHS; and

WHEREAS, In 1995 the Open Spaces, Parks and Streams bond measure provided \$275,000 for improvements at Howell Territorial Park; and

WHEREAS, In June 1996 Metro assumed ownership of the Park, acquired an additional 20 acres contiguous to the Park and a first right of refusal to purchase another 20 acres adjacent to the Park; and

WHEREAS, Various public involvement activities occurred throughout the development of the master plan that resulted in public support for the project; and

WHEREAS, The draft Howell Territorial Park Master Plan (see Exhibit A) was available to interested public on March 4, 1997 for public review and comment; and

WHEREAS, On March 18, the Regional Parks and Greenspaces Advisory Committee voted unanimously to accept the draft plan in its current form with the caveat that if future land is added to the park, the master plan will be revisited; now, therefore,

BE IT RESOLVED,

1. That the Metro Council approves and adopts the Howell Territorial Park Master Plan document in its entirety as attached in Exhibit A, or as amended by Council.
2. If the Master Plan document is amended by Council, staff will make the requested changes prior to release of the final document to the public.

3. Staff will begin implementation of the Master Plan in a manner consistent with current and/or future fiscal appropriations.

ADOPTED by the Metro Council this \_\_\_\_ day of \_\_\_\_\_, 1997.

\_\_\_\_\_  
Jon Kvistad, Presiding Officer

ATTEST:

Approved as to Form:

\_\_\_\_\_  
Recording Secretary

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

## FISCAL IMPACT:

Detailed cost estimates and a phasing plan for recommended facility improvements are contained in the Implementation Chapter of the Master Plan. Total improvement costs are estimated at \$1,868,469. \$275,000 is available from the Open Spaces, Parks and Streams bond measure to begin improvements. Using the bond monies as leverage, OHS received a grant for \$25,000 for an interpretive display. Other leveraging opportunities using the bond monies will be pursued to assist with implementation. Improvements will be phased in as resources allow. Revenue projections are also included and coordinate with the phasing plan.

## EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 97-2479.

### **Master Plan Goals**

- I. Protect, preserve and enhance natural and cultural resources of Howell Territorial Park while maintaining its pastoral quality.
- II. Provide recreational facilities and opportunities which are consistent with the character of Howell Territorial Park and compatible with its natural and cultural resources.
- III. Provide educational opportunities which enhance visitor understanding and appreciation of Sauvie Island's natural and cultural history.
- IV. Serve as an orientation center for Sauvie Island.



Air Photo of Bybee Howell House  
(Orth 55773)

### **Master Plan Recommendations**

1. Improve wildlife habitat to support natural and cultural resources resident and migratory wildlife.
2. Preserve the park's pastoral and historical character.
3. Improve parking and visitor entry.
4. Improve directional signage.
5. Construct pedestrian trail system with wildlife viewing blinds.
6. Provide facilities compliant with the American with Disabilities Act.
7. Construct revenue generating facilities including picnic shelters, arbor and admission booth.
8. Provide restrooms; install water and lighting in outdoor usage areas.
9. Provide on-site ranger residence for park management and security.
10. Increase programming to improve interpretation of the cultural and natural history of the Island.
11. Provide exhibits, signage and structures that support educational and interpretive programs.



## STAFF REPORT

### **CONSIDERATION OF RESOLUTION NO. 97-2479, FOR THE PURPOSE OF APPROVING AND ADOPTING THE HOWELL TERRITORIAL PARK MASTER PLAN**

March 20, 1997

Presented by: Charles Ciecko  
Regional Parks and Greenspaces

#### PROPOSED ACTION:

Resolution No. 97-2479 requests the approval and adoption of the Howell Territorial Park Master Plan for the existing historic park located on NW Howell Park Road, Sauvie Island in unincorporated Multnomah County.

#### FACTUAL BACKGROUND AND ANALYSIS:

The Metropolitan Greenspaces Master Plan identifies Howell Territorial Park as a regionally significant natural area. The Bybee House, located within the Park, has been included on the National Register of Historic Places.

Multnomah County purchased the historic farm in the 1960's from descendants of the Howell Family. In 1994 management of the Park and an OHS contract for interpretive services was transferred to Metro when the Regional Parks and Greenspaces Department (the department) was created. In June 1996 Metro assumed ownership of the Park, purchased an additional 20 acres contiguous to the Park (bringing the total park acreage to 93 acres) and received a first right of refusal to purchase another 20 acres adjacent to the Park.

The department in cooperation with OHS envision the Howell Territorial Park with expanded opportunities to interpret the cultural, natural and agricultural resources that contribute to Sauvie Island's and the park's rich heritage. The department in partnership with OHS retained the consulting firm of Nevue Ngan Associates to perform master planning services for the existing Howell Territorial Park. Public involvement activities included creation of an independent project advisory committee which met 6 times, two community workshops, an interpretive themes work session with outside experts and a user survey. Through this process future improvements and public uses were identified including but not limited to visitor interpretive programs and activities, trails, wildlife viewing facilities, new picnic facilities, user fees and wildlife habitat enhancement.

On March 4, 1997, the draft Howell Territorial Park Master Plan was available for public review and comment. The public review period closes on March 25. On March 18, the Regional Parks and Greenspaces Advisory Committee (RPAGAC) voted unanimously to accept the draft master plan with the caveat that if additional lands are purchased in the future that the master plan be revisited.

*Agenda Item Number 7.2*

**Resolution No. 97-2481, Approving a Contract with St. Vincent DePaul for Recovery of Reusable and Recyclable Items at Metro South Transfer Station.**

**Metro Council Meeting  
Thursday, April 17, 1997  
Council Chamber**

**BEFORE THE METRO COUNCIL**

FOR THE PURPOSE OF AUTHORIZING A	) RESOLUTION NO. 97-2481
CONTRACT WITH ST. VINCENT DEPAUL FOR	)
RECOVERY OF REUSABLE AND RECYCLABLE	)
ITEMS AT METRO SOUTH TRANSFER STATION	) Introduced by Mike Burton
	) Executive Officer

WHEREAS, Metro wishes to reduce the amount of solid waste disposed at landfills; and

WHEREAS, Metro conducted a pilot project with St. Vincent dePaul that recovered reusable and recyclable items arriving at the Metro South Transfer Station, thus diverting approximately 1,600 tons of waste from the Columbia Ridge Landfill; and

WHEREAS, Metro wishes to enter into a contract with St. Vincent DePaul to continue to pull non-source separated reusable and or recoverable items from self-haul and commercial customers' loads at the Metro South Transfer Station; and

WHEREAS, The resolution was submitted to the Executive Officer for consideration and was forwarded to the Metro Council for their approval; now, therefore,

**BE IT RESOLVED,**

1. That the Metro Council approves the contract between Metro and St. Vincent DePaul to conduct a pilot recovery project to pull non-source separated reusable and or recoverable items from self-haul and commercial customers' loads at the Metro South Transfer Station attached as Exhibit "A."

2. That the Metro Council authorizes the Executive Officer to execute the contract between Metro and St. Vincent De Paul attached as Exhibit "A."

ADOPTED by the Metro Council this \_\_\_\_\_ day of \_\_\_\_\_, 1997.

\_\_\_\_\_  
Jon Kvistad, Presiding Officer

Approved as to Form:

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

RRB:clk

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**PUBLIC CONTRACT**

THIS Contract is entered into between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, whose address is 600 NE Grand Avenue, Portland, Oregon 97232, and St. Vincent dePaul, whose address is 3601 SE 27th Avenue, Portland, OR 97202, hereinafter referred to as the "CONTRACTOR."

In exchange for the promises and other consideration set forth below, the parties agree as follows:

**ARTICLE I  
SCOPE OF WORK**

CONTRACTOR shall perform the work and/or deliver to METRO the materials described in Attachment A, the Scope of Work, which is incorporated herein by this reference. All services and materials shall be of good quality and, otherwise, in accordance with the Scope of Work.

**ARTICLE II  
TERM OF CONTRACT**

The term of this Contract shall be for the period commencing May 1, 1997, until the earlier of December 31, 1997, or the date the current agreement between Metro and Waste Management of Oregon for operating the Metro South Transfer Station terminates.

**ARTICLE III  
CONTRACT SUM AND TERMS OF PAYMENT**

METRO shall compensate the CONTRACTOR for work performed and/or materials supplied as described in the Scope of Work. METRO shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in the Scope of Work.

**ARTICLE IV  
LIABILITY AND INDEMNITY**

CONTRACTOR is an independent contractor and assumes full responsibility for the content of its work and performance of CONTRACTOR's labor, and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract, and shall indemnify, defend and hold harmless METRO, its agents and employees, and Waste Management of Oregon, its agents and employees, from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Contract. CONTRACTOR is solely responsible for paying CONTRACTOR's subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and METRO.

## ARTICLE V TERMINATION

METRO may terminate this Contract upon giving CONTRACTOR seven (7) days written notice. In the event of termination, CONTRACTOR shall be entitled to payment for work performed to the date of termination. METRO shall not be liable for indirect or consequential damages. Termination by METRO will not waive any claim or remedies it may have against CONTRACTOR.

## ARTICLE VI INSURANCE

CONTRACTOR shall purchase and maintain at CONTRACTOR's expense, the following types of insurance covering the CONTRACTOR, its employees and agents.

A. Broad form comprehensive general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability. The policy must be endorsed with contractual liability coverage.

B. Automobile bodily injury and property damage liability insurance.

Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an aggregate limit, the aggregate limit shall not be less than \$1,000,000. METRO, its elected officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided to METRO thirty (30) days prior to the change.

This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 must cover CONTRACTOR's operations under this Contract, whether such operations be by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them.

CONTRACTOR shall provide METRO with a certificate of insurance complying with this article and naming METRO as an insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

## ARTICLE VII PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement, including, but not limited to, ORS 279.310 to 279.320. Specifically, it is a condition of this contract that Contractor and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws, Chapter 684.

## ARTICLE VIII ATTORNEY'S FEES

In the event of any litigation concerning this Contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to any appellate courts.

## ARTICLE IX QUALITY OF MATERIALS AND SERVICES

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trades.

CONTRACTOR guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by METRO, whichever is later. All guarantees and warranties of materials furnished to CONTRACTOR or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of METRO.

## ARTICLE X OWNERSHIP OF DOCUMENTS

All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by CONTRACTOR pursuant to this agreement are the property of METRO and it is agreed by the parties hereto that such documents are works made for hire. CONTRACTOR does hereby convey, transfer and grant to METRO all rights of reproduction and the copyright to all such documents.

## ARTICLE XI SUBCONTRACTORS

CONTRACTOR shall contact METRO prior to negotiating any subcontracts and CONTRACTOR shall obtain approval from METRO before entering into any subcontracts for the performance of any of the services and/or supply of any of the materials covered by this Contract.

METRO reserves the right to reasonably reject any subcontractor or supplier and no increase in the CONTRACTOR's compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this agreement. CONTRACTOR shall be fully responsible for all of its subcontractors as provided in Article IV.

## ARTICLE XII RIGHT TO WITHHOLD PAYMENTS

METRO shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in METRO's sole opinion, to protect METRO against any loss, damage or claim which may result from CONTRACTOR's performance or failure to perform under this agreement or the failure of CONTRACTOR to make proper payment to any suppliers or subcontractors.

If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in METRO's opinion, violated that provision, METRO shall have the right to withhold from payments due CONTRACTOR such sums as shall satisfy that provision. All sums withheld by METRO under this Article shall become the property of METRO and CONTRACTOR shall have no right to such sums to the extent that CONTRACTOR has breached this Contract.



**ARTICLE XIII  
SAFETY**

If services of any nature are to be performed pursuant to this agreement, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

**ARTICLE XIV  
INTEGRATION OF CONTRACT DOCUMENTS**

All of the provisions of any bidding documents including, but not limited to, the Advertisement for Bids, Request for Bids or Proposals, General and Special Instructions to Bidders, Proposal, Bid, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Contract are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire and integrated agreement between METRO and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both METRO and CONTRACTOR. The law of the state of Oregon shall govern the construction and interpretation of this Contract.

**ARTICLE XV  
ASSIGNMENT**

CONTRACTOR shall not assign any rights or obligations under or arising from this Contract without prior written consent from METRO.

**ST.VINCENT dePAUL**

**METRO**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name and title

\_\_\_\_\_  
Print name and title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **Scope of Work**

### **For**

## **St. Vincent DePaul Recovery Project at Metro South Station**

### **PURPOSE**

The purpose of the project is to pull non-source separated reusable and or recoverable items from the self haul and commercial customers using the Metro South Transfer Station.

### **TASKS**

- Provide recovery/sorter staff between the hours of 9:30 a.m. and 6:00 p.m., seven days per week.
- Provide assistance to self haulers with the untarping of their loads after the customer leaves the scaling area. This staff member will conduct short interviews or visual inspections in order to determine the contents of each load. The customer will then be directed to the appropriate sorting area for reuse or recycling.
- Provide 4 staff members who will work on the self haul tipping floor assisting haulers with the following: (at all times, one worker will be designated supervisor or lead worker and will be responsible for maintaining communications, safety protocol and liaison activities while working on the tipping floor)
  - unloading reusable/recyclable items from customers loads into existing bins
  - provide haulers with appropriate documentation to identify the level of reusable or recoverable goods within the load
  - provide a tax deductible receipt for the haulers
  - if no reusables/recyclables are available, assist haulers with unloading of trash on the tipping floor
- Provide a truck or trailer to remove reusable/recyclable goods from the site. This vehicle will be provided with a parking area on site and allowed access as necessary.
- Provide recycling or recovery bins for efficient movement of materials on site.
- Maintain an effective working relationship with Metro's on site contractor (Waste Management of Oregon).
- Follow all applicable OHSA worker health and safety requirements.
- Provide a written evaluation that includes the number of loads assessed, sorted and percentages recovered.

- Visually inspect the commercial tipping floor area to identify haulers carrying reusable/recyclable wood products and lumber. Request identified haulers to dump their loads in the cleared areas. Sort these loads, separating the reusable/recyclable wood products and lumber and push the remainder of the load into the pit.
- SVDP recognizes that use of space is critical and will make sure traffic is not impeded by use of the tipping floor area.

St. Vincent DePaul will be required to provide the following:

- Training for site safety protocol.
- Training for unruly customers
- At least one working member with first aid/cpr training
- Training in appropriate lifting, and other ergonomic issues
- Customer service training
- Training for Metro rates, scalehouse procedures, and appropriate chain of command.

During the course of this contract, St. Vincent DePaul will divert a minimum of 1,900 tons of waste from the landfill. Reusable items will be removed by St. Vincent. Recyclable items will be added to the source separated materials that enter the facility. Hog fuel material will be stacked and prepared for compaction and transport to Metro Central.

## **PAYMENT AND BILLING**

Contractor shall be compensated as follows:

Supervisor	(per hour)	\$ 10.80
Material handlers	(per hour, per person)	\$ 6.00
Administrative overhead		10 %

Metro shall pay Contractor for services performed and materials delivered in an amount not to exceed NINETY SIX THOUSAND DOLLARS (\$96,000.00).

In the event Metro wishes for Contractor to provide services or materials after the maximum contract price has been reached, Contractor shall provide such services or materials pursuant to amendment at the same unit prices and under the same terms and conditions as are set forth above. Metro may, in its sole discretion and upon written notice to Contractor, extend the term of this contract for a period not to exceed 12 months. During such extended term all terms and conditions of this contract shall continue in full force and effect.

The maximum price includes all fees, costs and expenses of whatever nature. Each of Metro's payments to Contractor shall equal the percentage of the work Contractor accomplished during the billing period. Contractor's billing statements will include an itemized statement of work

done and expenses incurred during the billing period, will not be submitted more frequently than once a month, and will be sent to Metro, Attention Regional Environmental Management Department. Metro will pay Contractor within 30 days of receipt of an approved billing statement.

PE:ay

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Blue sheet  
will be attached  
with staff report  
and resolution finalized  
and resubmitted to  
Bruce

# TRANSMITTAL SUMMARY

100 NORTHEAST GRAND AVENUE | PORTLAND, OREGON 97232 2736  
TEL 503 797 1700 | FAX 503 797 1799



METRO

Council Action  
Required

To: Risk and Contracts Management

From: \_\_\_\_\_ Date: March 6, 1997 Vendor: St. Vincent de Paul  
Department: REM Subject: 3601 SE 27th Avenue  
Division: ES ☐ Bid ☒ Contract Portland, OR 97202  
Name: Ray Barker ☐ RFP ☐ Other Vendor no.: 13816  
Title: Management Assistant Contract no.: 905-584  
Extension: 1694 Purpose: Pull reusable items from small loads at Metro South Station

## Expense

☐ Procurement ☐ Personal/professional services ☒ Services (L/M) ☐ Construction ☐ IGA

## Revenue

☐ Contract  
☐ Grant  
☐ Other

### Budget code(s)

531-310294-526612-75000

### Price basis

☒ Unit prices, NTE  
☐ Per task  
☐ Total/lump sum

### Contract term

☐ Completion\*  
☐ Annual  
☒ Multi-year\*\*

This project is listed in the  
1996 - 1997 budget.

☐ Yes ☐ Type A  
☒ No ☐ Type B

### Payment required

☐ Lump sum  
☒ Progress payments

May 1, 1997  
Beginning date\*

December 31, 1997\*  
Ending date

Total commitment	Original amount	\$ <u>96,000.00</u>
	Previous amendments	\$ <u>-0-</u>
	This transaction	\$ <u>96,000.00</u>
	Total	\$ <u>96,000.00</u>
	A. Amount of contract to be spent fiscal year <u>1996-97</u>	\$ <u>24,000.00</u>
	B. Amount budgeted for contract <u>Disposal Operations, Landfill</u>	\$ <u>20,659,797.50</u>
	C. Uncommitted/discretionary funds remaining as of _____	\$ <u>7,790,599.50</u> ...

\* Or the date the current agreement with station operator expires, whichever occurs first.

## Approvals

Project manager

Division manager

Department director

Fiscal

Budget manager

Risk

Legal

Competitive quotes, bids or proposals

Submitted by	\$Amount	M/W/DBE	Foreign or Oregon contractor
Submitted by	\$Amount	M/W/DBE	Foreign or Oregon contractor
Submitted by	\$Amount	M/W/DBE	Foreign or Oregon contractor
Comments <i>St. Vincent de Paul is a Qualified Rehabilitation Facility (QRF); therefore, no other bids are required</i>			
Attachments	<input type="checkbox"/> Ad for bid	<input type="checkbox"/> Plans and specifications	<input type="checkbox"/> Bidders list (M/W/DBEs included)

Instructions

1. Secure contract number from Risk and Contracts Management. Place number on the transmittal summary and all contract copies.
2. Complete transmittal summary form to the extent of project completion.
3. If contract is:
  - A. Sole source, attach memo detailing justification pursuant to ORS 279.
  - B. Less than \$2,500, attach memo detailing need for contract and contractor's capabilities, bids, etc.
  - C. More than \$2,500 but less than \$25,000, attach quotes, informal solicitations, evaluation forms, etc.
  - D. More than \$25,000 attach RFP/RFB complete with summary, all required documents and all evaluation, utilization forms.
4. List and identify all subcontractors below.
5. Provide completed RFB/RFP packet to Risk and Contracts Management.

Subcontractor/supplier	M/W/DBE certified	Ethnicity
Address	Type of work	
City/state/ZIP		
Phone	Dollar amount	
Subcontractor/supplier	M/W/DBE certified	Ethnicity
Address	Type of work	
City/state/ZIP		
Phone	Dollar amount	

Attach additional list(s) as necessary.

Total utilization: \$ \_\_\_\_\_

Total contract: \$ \_\_\_\_\_

Percent utilization: \_\_\_\_\_

## STAFF REPORT

### IN CONSIDERATION OF RESOLUTION NO. 97-2481 APPROVING A CONTRACT WITH ST. VINCENT DEPAUL FOR RECOVERY OF REUSABLE AND RECYCLABLE ITEMS AT METRO SOUTH TRANSFER STATION

March 6, 1997

Presented by: Terry Petersen

#### PROPOSED ACTION

Adopt Resolution No. 97-2481 approving a contract with St. Vincent dePaul for recovery of reusable and recyclable items at the Metro South Transfer Station.

#### FACTUAL BACKGROUND AND ANALYSIS

In 1996, St. Vincent dePaul completed a survey for Metro concerning waste arriving at the Metro Transfer Stations. The survey indicated a large quantity of reusable and/or recyclable items entering the Metro South Transfer Station.

Metro entered into an agreement with St. Vincent in August 1996, to conduct a pilot project for recovery of reusable and recyclable items at Metro South Transfer Station. The project has been very successful. To date approximately 1,664 tons of waste have been diverted from the landfill. The current project agreement terminates April 30, 1997. It is recommended that the project be continued through a new agreement with St. Vincent.

The proposed new contract is virtually the same as the previous one. Metro pays St. Vincent staff to remove items from the wastestream before they are dumped for shipment to the Columbia Ridge Landfill. Items that will be recovered include furniture, appliances, mattresses, lumber, and recyclable material. St. Vincent staff will also help self-haul customers unload their vehicles, which will help reduce wait times and traffic problems at the facility.

St. Vincent will supply equipment and labor necessary to perform the work. Waste pulled by St. Vincent will be sorted based on its potential for reuse, recycling, or recovery for energy. Waste will be sorted into appropriate area for shipping reusable items to resale stores, recyclable items to markets, or items suitable for energy recovery to Metro Central Transfer Station for processing into hog fuel.

Instead of paying contractors for transfer, transport, and landfill disposal, money budgeted for FY 1996-97 and FY 1997-98 will be used to pay St. Vincent. The contract requires them to recover enough tonnage that the work will be cost-neutral to Metro.

The term of the proposed agreement is May 1, 1997 until the earlier of December 31, 1997, or the date the current agreement between Metro and Waste Management of Oregon for operating the Metro South Transfer Station terminates (expected to be September 30, 1997).



### **BUDGET IMPACT**

Total expenditures for this contract are estimated to be \$96,000 (\$24,000 in FY 1996-97 and \$72,000 in FY 1997-98). It is expected, however, that with the removal of 1,900 tons of recoverable/recyclable items, as required in the contract, this project will be cost-neutral. The budget for the Regional Environmental Management Department, Environmental Services Division, provides \$96,000 for waste disposal that can be used for this contract.

### **EXECUTIVE OFFICER RECOMMENDATION**

The Executive Officer recommends approval of Resolution No. 97-2481.

TP:clk  
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*Agenda Item Number 7.3*

**Resolution No. 97-2482, For the Purpose of Authorizing an Exemption to Metro Code Chapter 2.04.064(c), Competitive bidding procedures, and Authorizing a Sole-source contract with Information Systems, Inc., for Consulting Services for Weight Systems Software at Solid Waste Disposal Facilities.**

**Metro Council Meeting  
Thursday, April 17, 1997  
Council Chamber**

## BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING AN )  
EXEMPTION TO METRO CODE CHAPTER )  
2.04.054(c), COMPETITIVE BIDDING )  
PROCEDURES, AND AUTHORIZING A )  
SOLE-SOURCE CONTRACT WITH )  
INFORMATION SYSTEMS, INC. FOR )  
CONSULTING SERVICES FOR WEIGHT )  
SYSTEMS SOFTWARE AT SOLID WASTE )  
DISPOSAL FACILITIES

RESOLUTION NO. 97-2482

Introduced by Mike Burton  
Executive Officer

WHEREAS, Metro has a policy of weighing all solid waste loads at its solid waste transfer stations to determine customer disposal charges; and

WHEREAS, Metro utilizes a Weigh-Master computer system to prepare tickets for customers, record solid waste loads and prepare summary reports of scalehouse activities; and

WHEREAS, Information Systems, Inc. designed and installed the Weigh-Master computer system and currently services the programs and software used to weigh, prepare tickets for, and record solid waste loads at Metro disposal facilities; and

WHEREAS, Metro's contract with Information Systems, Inc. for providing consulting services for weight system software at Metro's solid waste disposal facilities will expire June 30, 1997; and

WHEREAS, Metro has need of consulting services to maintain and service weight system software at existing solid waste disposal sites; and

WHEREAS, Information Systems' Weigh-Master computer system is copyrighted and cannot be used or serviced by other vendors; and

WHEREAS, The Executive Officer has reviewed the contract with Information Services, Inc. to provide consulting services for weight system software at solid waste disposal facilities and hereby forwards the Agreement to the Council for approval; now, therefore

BE IT RESOLVED, That the Metro Council hereby exempts the attached contract (Exhibit "A" hereto) with Information Systems, Inc. from the competitive bidding requirement pursuant to Metro Code Chapter 2.04.062, because the Council finds Information Systems, Inc. to be the sole provider of the required services.

ADOPTED by the Metro Council this \_\_\_\_\_ day of \_\_\_\_\_, 1997.

\_\_\_\_\_  
Jon Kvistad, Presiding Officer

Approved as to Form:

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

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## PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, and Information Systems, Inc., referred to herein as "Contractor," located at Mill Centre, Suite 210, 3000 Chestnut Avenue, Baltimore, Maryland, 21211.

In exchange for the promises and other consideration set forth below, the parties agree as follows:

1. Duration. This personal services agreement shall be effective July 1, 1997, and shall remain in effect until and including June 30, 1999, unless terminated or extended as provided in this Agreement.
2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Exhibit A -- Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.
3. Payment. Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the attached "Exhibit B - Schedule of Fees" for a maximum sum not to exceed TWENTY THOUSAND AND NO/100THS DOLLARS (\$20,000).
4. Insurance.
  - a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
    - (1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability. The policy must be endorsed with contractual liability coverage; and
    - (2) Automobile bodily injury and property damage liability insurance.
  - b. Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.
  - c. Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDs. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.
  - d. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers.

Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.

e. If required by the Scope of Work, Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in the minimum amount of \$500,000. Contractor shall provide to Metro a certificate of this insurance, and 30 days' advance notice of material change or cancellation.

5. Indemnification. Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.

6. Maintenance of Records. Contractor shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow Metro the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by Contractor for three years after Metro makes final payment and all other pending matters are closed.

7. Ownership of Documents. All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by Contractor pursuant to this Agreement are the property of Metro, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such documents.

8. Project Information. Contractor shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of Metro.

9. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

10. Right to Withhold Payments. Metro shall have the right to withhold from payments due to Contractor such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage, or claim which may result from Contractor's performance or failure to perform under this Agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.

11. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapter 279, and the recycling provisions of ORS 279.545 - 279.650, to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor 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.

12. Situs. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the state of Oregon and shall be conducted in the circuit court of the state of Oregon, for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

13. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party.

14. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor five days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

15. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision.

16. Modification. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties.

INFORMATION SYSTEMS, INC.

METRO

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

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

\_\_\_\_\_  
Print name and title

\_\_\_\_\_  
Print name and title

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

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

RB:gbc  
bark\contract\905583



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

1. Contractor shall provide computer consulting services for the Weigh Master computer system at the following Metro solid waste disposal sites:

Metro South Station  
Washington Street  
Oregon City, OR 97045

Metro Central Station  
NW 61st  
Portland, OR 97219

2. Contractor shall provide unlimited telephone support for Metro's questions concerning the Weigh Master computer system.
3. Contractor shall provide programming and training support for the term of the Contract.
4. Contractor shall provide access to routine enhancements to the Weigh Master system at no charge.
5. Contractor shall provide access to major improvements, additions or other custom programming to the Weigh Master system at or below the then-current price of such improvements, additions, or custom programming.
6. Contractor shall provide additional consulting services, including on-site services, if necessary, not within the scope of service described above, upon written request from Metro at current rate sheet prices.
7. Contractor shall maintain in concert with Metro, the confidentiality of the program and software systems, and to not knowingly or negligently sell, grant, convey, make available, or in any other manner disclose the software or programs provided to a third party.

RB:gbc  
bark\contract\905583

**EXHIBIT "B"**  
**SCHEDULE OF FEES**

Site Licenses - Computer Software (Weigh Master System)

- Additional sites \$ 5,000

Support Plan - Weigh Master System Computer Software

3,000/year

- Metro South Station
- Metro Central Station
- Additional Sites 500/year

Data Processing Services

Data processing services for computer software shall be on a time and materials basis as follows:

- Systems Analyst 110/hour
- Programmer/Analyst 95/hour
- Clerical 35/hour

NOTE: Hours are calculated at the next nearest tenth of an hour.

Travel Costs (coach class)

Actual cost

Travel Time

For on-site visits, travel time will be billed as eight hours (one way), unless advance arrangements are made expressly in writing.

Per Diem Charges - (\$185)

Actual cost

- Meals (per diem \$25) Actual cost
- Auto Rental (per diem \$60) Actual cost
- Lodging (per diem \$100) Actual cost

RB:gbc  
bark\contract\905583.psa

3/ve sheet  
will be attached  
1 staff Report/  
Resolution finished  
and resubmitted  
to Bruce.

# TRANSMITTAL SUMMARY

600 NORTHEAST GRAND AVENUE | PORTLAND, OREGON 97232 2736  
TEL 503 797 1700 FAX 503 797 1799



METRO

Council Action  
Required

To: Risk and Contracts Management

From: \_\_\_\_\_ Date: March 10, 1997 Vendor: Information Systems, Inc.  
Department: REM Subject: \_\_\_\_\_ mill Centre, suite 210  
Division: ES ☐ Bid ☒ Contract 3000 Chestnut Ave.  
Name: Ray Barker ☐ RFP ☐ Other Baltimore, MD 21211  
Title: Management Asst. Contract no.: 905503  
Extension: 1694 Purpose: Consulting Services for Weight System Software  
at Transfer Stations

## Expense

☐ Procurement ☒ Personal/professional services ☐ Services (L/M) ☐ Construction ☐ IGA

## Revenue

☐ Contract  
☐ Grant  
☐ Other

## Budget code(s)

531-310274 - 524210 - 75000  
531-310275 - 524210 - 75000

This project is listed in the  
1997 - 1998 budget.

☒ Yes ☐ Type A  
☐ No ☐ Type B

## Price basis

☒ Unit prices, NTE  
☐ Per task  
☐ Total/lump sum

## Payment required

☐ Lump sum  
☒ Progress payments

## Contract term

☐ Completion\*  
☐ Annual  
☒ Multi-year\*\*

July 1, 1997  
Beginning date\*

June 30, 1999  
Ending date

Total commitment	Original amount	\$	<u>70,000.00</u>
	Previous amendments	\$	
	This transaction	\$	
	Total	\$	<u>70,000.00</u>
	A. Amount of contract to be spent fiscal year <u>97-98</u>	\$	<u>10,000.00</u>
	B. Amount budgeted for contract <u>Data Processing</u>	\$	<u>10,000.00</u>
	C. Uncommitted/discretionary funds remaining as of <u>3-11-97</u>	\$	<u>10,000.00</u>

## Approvals

Project manager

Division manager

Department director

Fiscal

Budget manager

Risk

Legal

## STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 97-2482 FOR THE PURPOSE OF AUTHORIZING AN EXEMPTION TO METRO CODE CHAPTER 2.04.054(c), COMPETITIVE BIDDING PROCEDURES, AND AUTHORIZING A SOLE-SOURCE CONTRACT WITH INFORMATION SYSTEMS, INC., FOR CONSULTING SERVICES FOR WEIGHT SYSTEMS SOFTWARE AT SOLID WASTE DISPOSAL FACILITIES

---

Date: March 10, 1997

Presented by: Terry Petersen

### PROPOSED ACTION

Adoption of Resolution No. 97-2482, authorizing an exemption to competitive bidding procedures, and authorizing the execution of a personal services contract for computer software services at solid waste disposal facilities.

### FACTUAL BACKGROUND AND ANALYSIS

Metro implemented a policy in February 1991 of weighing all vehicles at Metro solid waste disposal facilities to determine customer disposal charges. Previously, only the loads of commercial haulers were weighed. Metro utilizes a Weigh-Master computer system to prepare tickets for thousands of customers and record solid waste loads at its transfer stations. The system is also used to prepare summary reports of scalehouse activity. The Weigh-Master computer system was designed, installed and is being serviced by Information Systems, Inc. (ISI). The personal services contract between Metro and ISI expires June 30, 1997.

It is proposed that Metro enter into a new computer software services contract with ISI for the weighing systems at the scalehouses at Metro South and Metro Central transfer stations. The proposed contract provides unlimited telephone support for Metro's questions; programming and training support; routine enhancements to the system; and access to major improvements, additions or other custom programming to the Weigh-Master system. The length of the contract is two years. The total cost of the contract is \$20,000. Metro has found ISI to be experienced, competent and very responsive. Their services have been excellent.

### SOLE-SOURCE JUSTIFICATION

ISI designed the programs and software for the computer weight systems currently in use at Metro's solid waste disposal facilities. The Weigh-Master Computer System is a proprietary product of ISI. It is copyrighted and cannot be used or serviced by other vendors. It is believed that a contract with another vendor to design, install and service a comparable computer system would cost more than the proposed contract with ISI.

### BUDGET IMPACT

A total of \$10,000 is budgeted for the proposed contract in FY 1997-98. Estimated costs for FY 1997-98 are summarized as follows:

Software Support Plan	\$ 3,000
◆ Metro South Station	
◆ Metro Central Station	
Data Processing Services	7,000
◆ Systems Analyst	
◆ Programmer/Analyst	
◆ Travel Costs	
◆ Per Diem Charges	
	<b>TOTAL \$10,000</b>

### EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 97-2482.

*Agenda Item Number 7.4*

**Resolution No. 97-2483, For the Purpose of Authorizing the Executive Officer to Execute Current and Future Leases Related to Metro's Open Spaces Property Acquisitions.**

**Metro Council Meeting  
Thursday April 17, 1997  
Council Chamber**

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING THE EXECUTIVE  
OFFICER TO EXECUTE CURRENT AND FUTURE  
LEASES RELATED TO METRO'S OPEN SPACES  
PROPERTY ACQUISITIONS.

) RESOLUTION NO. 97-2483  
) Introduced by Mike Burton  
) Executive Officer  
)

WHEREAS, the Open Spaces Acquisition Division has a stated goal of acquiring up to 6,000 acres of property throughout the region; and

WHEREAS, several parcels will offer opportunities to enter into interim leases pending the outcome of future master planning activities; and

WHEREAS, residential leases will be short term (month-to-month or less than one-year term) and will usually involve monthly lease payments within the range of \$300 to \$2,000; and

WHEREAS, to date, Metro staff has secured a residential lease during the course of closing the Thomas property, an Open Space acquisition in the Forest Park Target Area; and

WHEREAS, agricultural leases, annually renewed with long-term tenant farmers, were in place in numerous properties acquired through the Open Spaces Acquisition Division; and

WHEREAS, Resolution 96-2352 authorizes the Metro Executive Officer to execute leases of Metro real property when such leases a) relate to an acquisition of an Open Spaces parcel, b) contain a term of less than one year, and c) provide for lease payments of not more than \$1,000 per month; and

WHEREAS, fair market value of residential leases has often been found to exceed \$1000 per month; and

WHEREAS, agricultural leases may require a multi-year planting strategy to rotate crops according to best management practices and/or to reap the highest financial return, and

WHEREAS, Metro code, at Section 2.04.033, requires Metro Council approval of the lease of real property owned by Metro; now, therefore

BE IT RESOLVED,

1. That the Metro Council ratifies the previous execution of the lease attached as Exhibit A and authorizes the extension of that lease for an additional 3 months.
2. That the Metro Council authorizes the Metro Executive Officer to execute future leases of Metro real property when such leases:
  - a) relate to the acquisition of an Open Spaces parcel,
  - b) contain a term of no more than one year; and, for agricultural leases, may contain the option for renewal at the discretion of the Metro Executive Officer; and
  - c) provide for lease payments of not more than \$2,000 per month.

ADOPTED by the Metro Council this \_\_\_\_\_ day of \_\_\_\_\_, 1997.

Approved as to Form:

\_\_\_\_\_  
Jon Kvistad, Presiding Officer

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

FORM No. 818 ©1996  
STEVENS-HESS LAW PUBLISHING CO., PORTLAND, OR 97204

NS

RENTAL AGREEMENT (Dwelling Unit - Residence Oregon)

THIS AGREEMENT, entered into in duplicate this 16th day of December, 1996, by and between METRO, A Municipal Corporation, lessor, and LINDA THOMAS, lessee;

WITNESSETH: That for and in consideration of the payment of the rents and the performance of the terms of lessee's covenants herein contained, lessor does hereby demise and let unto the lessee and lessee hires from lessor for use as a residence those certain premises described as single family home

located at 7729 NW THOMPSON ROAD, PORTLAND, OR 97229

☐ on a month to month tenancy beginning \_\_\_\_\_, 19\_\_\_\_ (Indicate which)  
☒ for a term of 3 months commencing January 10, 1997, and ending April 10, 1997  
at a rental of \$ 1,300.00 per month, payable monthly in advance on the 10th day of each and every month. Rents are payable at the following address: 600 NE GRAND AVE. PORTLAND OR 97232; Attn: ACCOUNTING DEPT

If rent is not received by the fourth day of the period for which it is due, lessee shall pay a late charge of (check exactly one): ☐ \$ \_\_\_\_\_, as a flat amount; ☐ \$ \_\_\_\_\_, charged on a per day basis beginning on the fifth day of the period; or ☒ 5% of the amount of the payment for each five-day period, or portion thereof the payment is late.\* Any dishonored check shall be treated as unpaid rent and be subject to the same late charge, plus a \$ 20.00 special handling fee and must be made good by cash, money order or certified check within 24 hours of notification.

It is further mutually agreed between the parties as follows:

1. The premises shall be occupied by no more than 4 occupants.  
2. Lessee shall not violate any city or county ordinance or state or federal law in or about the premises.

3. Lessee shall not sub-let the demised premises, or any part thereof, or assign this lease without the lessor's written consent.

4. If lessee fails to pay rent or other charges promptly when due, or to comply with any other term or condition hereof, lessor at lessor's option, and after proper written notice, may terminate this tenancy.

5. Lessee shall maintain the premises in a clean and sanitary condition at all times, and upon the termination of the tenancy shall surrender same to lessor in as good condition as when received, ordinary wear and tear and damage by the elements excepted; a fee is herewith paid, no part of which is refundable, for cleaning up and restoring the premises in the amount of \$ 0.

6. To permit lessor at any and all reasonable times, upon 24 hours' notice to lessee, to enter and go upon the premises for the purpose of examining their condition, or to make such repairs and alterations as lessor shall deem necessary or to show the leased premises to prospective purchasers, mortgagees, tenants, workers or contractors, provided always that in case of emergency lessor may enter the premises without notice.\*\*  
7. There shall be working locks on all outside doors; lessor shall provide lessee with keys for same.

8. ☐ Lessee ☒ Lessor (indicate which) shall properly cultivate, care for and adequately water the lawn, shrubbery and grounds.

9. Lessor shall supply electric wiring, plumbing facilities which produce hot and cold running, safe drinking water and adequate heating facilities.

10. Lessee shall pay for all natural gas, electricity, and telephone service. All other services will be paid for by Lessor and Lessee as follows:

	Lessee	Lessor	Lessee	Lessor
Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Garbage Service**	<input checked="" type="checkbox"/>
Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

11. Lessor shall provide lessee with a working smoke detector, including working batteries, at the time tenancy commences. Lessee shall test any detector so provided at least once every six months, replace batteries as needed, notify lessor in writing of any operating deficiencies, and shall not remove or tamper with any properly functioning detector or remove working batteries from the same.

12. Lessee agrees to assume all liability for, and to hold lessor harmless from, all damages and all costs and fees in the defense thereof, caused by the negligence or willful act of lessee or lessee's invitees or guests, in or upon any part of the demised premises, and to be responsible for any damage or breakage to lessee's equipment, fixtures or appliances therein or thereon, not caused by lessor's misconduct or willful neglect.

13. Nothing herein shall be construed as waiving any of the rights provided by law of either party hereto.

14. In the event any suit or action is brought to collect rents or to enforce any provision of this agreement or to repossess the premises, reasonable attorney fees may be awarded by the trial court to the prevailing party in such suit or action, together with costs and necessary disbursements. On appeal, if any, similar reasonable attorney fees, costs and disbursements may be awarded by the appellate court to the party prevailing on such appeal.

15. The lessor, after 24 hours' written notice specifying the causes, may immediately terminate this agreement and take possession in the manner provided in ORS 105.105 to 105.168, if (a) Lessee, someone in lessee's control or lessee's pet seriously threatens immediately to inflict personal injury, or inflicts any substantial personal injury, upon the lessor or other tenants; (b) Lessee, someone in lessee's control, or lessee's pet inflicts any substantial personal injury upon a neighbor living in the immediate vicinity of the premises or upon a person other than lessee on the premises with permission of lessor or another lessee; (c) Lessee or someone in lessee's control intentionally inflicts any substantial damage to the premises; (d) Lessee has vacated the premises, the person in possession is holding contrary to a written rental agreement that prohibits subleasing the premises to another or allowing another person to occupy the premises without the written permission of lessor, and lessor has not knowingly accepted rent from the person in possession; or (e) Lessee or someone in lessee's control commits any act which is outrageous in the extreme.

16. Lessee shall not allow any undriveable vehicle to remain on the premises for more than 24 hours. No car repairs are to be made on the premises, including minor maintenance such as an oil change.

LESSEE FURTHER AGREES: 1. That lessee has personally inspected the premises and finds them satisfactory at the time of execution of this agreement; 2. That lessee has read this agreement and all the stipulations contained in the lease agreement; 3. That no promises have been made to lessee except as contained in this agreement and lease; and 4. To comply with all obligations imposed upon tenants pursuant to ORS 90.

IN WITNESS WHEREOF the parties hereto have executed this agreement in duplicate the day and year first above written and lessee acknowledges receipt of a copy of this agreement.

METRO

BY: \_\_\_\_\_

Lessor

Linda Thomas  
LINDA THOMAS

Lessee

The words lessee and lessor shall include the plural as well as the singular. (S-N landlord and tenant notices include Form Nos. 829(NCR), 1264, 1265, 1266, 1267 and 1268)

17. Upon termination of this Rental Agreement or the surrender or abandonment of the premises, and it reasonably appearing to lessor that lessee has left property upon the premises with no intention of asserting further claim to such property or the premises, or if lessee has been continuously absent for 7 days after termination of the tenancy by an unexecuted court order, or if lessor elects to remove such property pursuant to ORS 90.425, lessor may give lessee not less than 15 days' written notice by personal delivery or first class mail indorsed "Please Forward", to the premises, any post-office box held by lessee and known to lessor, and the most recent forwarding address of lessee provided to lessor, that the property is considered abandoned and unless the property is removed from the premises or place of safekeeping by a date specified in the notice, the property will be sold or otherwise disposed of and the proceeds of sale, if any, applied as provided by law.

18. The owner (or agent for service) is Metro  
Address 600 NE Grand Ave  
Portland OR 97232 Phone 797-1916  
The manager is Pam Novitsky (cell phone 799-3819)  
Address same as above

19. A notice of nonpayment of rent or 24-hour termination is deemed served on the day it is both mailed by first class mail to lessee at the premises and also attached securely to the main entrance of that portion of the premises of which lessee has possession and/or has leased hereby.

20. Any holding over by lessee after the expiration of this agreement or any extension thereof, shall be as a tenancy at sufferance.

21. If this is a month-to-month tenancy only, then, except as otherwise provided by statute, this agreement may be terminated by either party giving the other at any time not less than 30 days' notice in writing prior to the date designated in the tenancy termination notice, whereupon the tenancy shall terminate on the date designated.

22. Lessor acknowledges receipt of \$ 1,300 as a prepaid rent deposit to be dealt with in accordance with ORS 90.300.

23. Lessor acknowledges receipt of \$ 2,600.00 as a security deposit, of which lessor may claim all or part thereof reasonably necessary to remedy lessee's defaults in the performance of this agreement and to repair damage to the premises caused by lessee, not including ordinary wear and tear. To claim all or part of this deposit, lessor shall give lessee, within thirty (30) days after termination of the tenancy and delivery of possession of the premises to lessor, a written accounting which states specifically the basis or bases of the claim, and the portion not so claimed shall be returned to lessee within thirty days. Lessor may recover damages in excess of the security deposit to which lessor may be entitled. Lessor also acknowledges receipt of the sum of \$ 0 to insure the return of all keys to the dwelling unit. This sum shall be refunded upon the return of all such keys.

24. Pets are ☒ allowed ☐ not allowed (indicate which). If allowed, "pets" consist of dogs already on premises

Lessee will be held responsible for all damage caused by pets and pay an additional non-refundable fee of \$ 0 prior to bringing a pet onto the leased premises.

25. Failure by the lessor at any time to require performance by the lessee of any provision hereof shall in no way affect lessor's right hereunder to enforce the same, nor shall any waiver by the lessor of any breach of any provision hereof be held to be a waiver of any succeeding breach of any provision, or as a waiver of the provision itself.

26. The following personal property is included and to be left upon the premises when tenancy is terminated: NONE

27. If premises constructed prior to 1978, Lead-Based Paint Disclosure (S-N Form No. 504, or equivalent) is attached.

28. Additional provisions: Agreement of Purchase & Sale & 12/16/96 Amendment incorporated into this lease.

\* Charge no more than permitted by ORS 90.260.  
\*\* Thereafter, comply with ORS 90.335.  
\*\*\* See ORS 90.320.

LESSEE FURTHER AGREES: 1. That lessee has personally inspected the premises and finds them satisfactory at the time of execution of this agreement; 2. That lessee has read this agreement and all the stipulations contained in the lease agreement; 3. That no promises have been made to lessee except as contained in this agreement and lease; and 4. To comply with all obligations imposed upon tenants pursuant to ORS 90.

IN WITNESS WHEREOF the parties hereto have executed this agreement in duplicate the day and year first above written and lessee acknowledges receipt of a copy of this agreement.

METRO

BY: \_\_\_\_\_

Lessor

Linda Thomas  
LINDA THOMAS

Lessee

The words lessee and lessor shall include the plural as well as the singular. (S-N landlord and tenant notices include Form Nos. 829(NCR), 1264, 1265, 1266, 1267 and 1268)



SECOND AMENDMENT TO  
AGREEMENT OF PURCHASE AND SALE

THIS AMENDMENT (the "Amendment") is entered into this 16 day of December, 1996, by and between Blaine A. and Linda M. Thomas ("Seller") and Metro, a municipal corporation and political subdivision of the State of Oregon, ("Metro").

RECITALS

WHEREAS, Blaine A. and Linda M. Thomas and Metro entered into an agreement of Purchase and Sale dated September 17, 1996 as amended October 17, 1996, (the "Agreement"), wherein Blaine A. and Linda M. Thomas agreed to sell, and Metro agreed to purchase certain property commonly known as 7729 NW Thompson Road, Multnomah County, Oregon, ("the Property");

WHEREAS, Linda Thomas and her three children or any of them, (hereafter called "Thomas") desire to retain possession of the residence beyond the Closing Date, December 16, 1996;

WHEREAS, Metro is willing to delay taking possession of the premises until January 9, 1997

AND WHEREAS, both parties wish to continue to complete their obligations under the Agreement and provide for said possession delay;

NOW THEREFORE, in consideration of the mutual agreements herein, Seller and Metro hereby agree to amend the Agreement as follows:

1. Possession until January 9, 1997 Paragraph 5 (a) vii of the Agreement shall be amended as follows: Thomas may retain possession of the residence on the property for a period from the Closing Date through January 9, 1997 ("Possession Period");
  - a) Possession Charge Thomas agrees to pay into escrow, in advance at closing, a possession charge of \$20 per day for 24 days, for a total of \$480.
  - b) Security Deposit for possession until January 9, 1997 Thomas agrees to pay into escrow, in advance at Closing, a Security Deposit in the amount of \$2,600. Said security deposit will earn no interest. The security deposit may be applied to any unpaid fees, rent, repairs necessitated by Thomas' possession, etc. after Thomas vacates the premises. If Thomas remains on the property the security deposit will become part of the security deposit for the Lease as set forth below. If Thomas vacates by January 9, 1997 and no unpaid fees or repairs are due, the \$3,900 will be returned to Thomas within 30 days.
2. Presence on Property after January 9, 1997/Conversion to Leasehold If Thomas remains on the premises after January 9, 1997, such holder shall convert into a leasehold and shall be governed by the executed lease attached hereto as Exhibit A



("Lease"). The Lease shall become effective immediate on January 10, 1997, and shall be for a term of ~~(4)~~ months, terminating on ~~May 10~~, 1997.

- a) Lease Rate As set forth in the Lease, the rental rate shall be \$1,300 per month.
- b) Security Deposit for Lease As set forth more specifically in the lease, at closing, Thomas shall deposit three (3) months rent into escrow for a total of \$3,900. The \$2,600 security deposit for the Possession Period shall also serve as part of the Lease security deposit. If Thomas remains on the premises after January 9, 1997, then \$1,300 of the deposit shall be released to Metro automatically, with no further direction required by Thomas, as the first month's rent. The other \$2,600 shall be retained as a security deposit. At the end of the lease terms the security deposit shall be refunded as provided by law.
3. Inspection At a mutually agreeable time at least 5 days prior to closing, Metro may inspect the premises for the purposes of determining the condition and working order of mechanical and plumbing systems, and general condition of the premises.
4. Utilities Thomas shall pay for all electricity, water, and telephone service. Metro shall pay for trash collection and all other services.
5. Indemnification Thomas agrees to indemnify, defend and hold Metro harmless from all losses, damages, liabilities and expenses which may arise or be claimed against Metro or its agents, employees, or contractors arising from the use of or occupancy of said residence by Thomas, or consequent upon or arising from any acts, omissions, neglect, or fault of Thomas, their agent, employees, licensees or invitees.
6. Keys It is understood that, at the Closing, Thomas will give Metro a working set of keys to the property. Thomas agrees not to change or tamper with the locks. Failure to turn over the keys to Metro at the expiration of the Possession Period, or the lease period if Thomas remains in possession, will result in a charge of \$50.00 against the security deposit.
7. Personal Property/ Risk of Loss Thomas agrees that the risk of loss/theft/destruction of all personal property placed in or about said premises shall be solely borne by Thomas. Metro shall not be liable for injury or destruction of the same from any cause whatsoever.
8. Abandonment Thomas agrees that if Thomas vacates the premises prior to January 9, 1997, and the Lease does not become effective, Metro has the right to remove all personal belongings left in the residence or on the property after January 9, 1997. Thomas further understands that perishable items of no marketable value will be disposed of immediately. Items of marketable value will be held and disposed of as provided by law.
9. Use of the Premises Thomas may occupy the residence for residential purposes only and no commercial use of any kind, with the exception of the current dog breeding operation use, will be allowed. The total number of persons to reside in the residence will not exceed four. Thomas will maintain the residence in a clean and sanitary

condition free from any accumulation of debris, rubbish and garbage. Day care or baby-sitting services will not be allowed on the premises. Minors under the age of ten (10) are required to be under the supervision of an adult at all times as required by federal state and local law. Thomas will not store inflammable or hazardous materials on the premises.

10. Pets No animals or pets that are not already owned by Thomas as of the effective date of this Amendment will be permitted.
11. Repair Damages and Maintenance Thomas is not to tamper with equipment or make alterations of any nature on or to the premises during the Possession Period. During the Possession Period, Thomas agrees to pay for the expense of making any and all repairs to the property, including but not limited to, repairing blocked plumbing pipes, and fixtures and any resulting damage to the property caused by Thomas' negligence. Thomas is to immediately notify Metro in writing of any damage to the residence.
12. Repairs by Metro Thomas agrees that after closing Metro may perform repairs to the residence, including but not limited to roof and deck repairs, and that Thomas will cooperate with Metro's or its contractors requests for access to facilitate such repairs. If repairs are initiated by Metro as a result of the inspection performed on the property dated 9/30/96, said repairs shall be at Metro's expense.
13. Right of Access Thomas agrees that Metro and its contractors will have access to the premises at all reasonable times to facilitate repairs.
14. No-waiver Failure by Metro to exercise any of its rights under this Amendment or Metro's acceptance of rent after default shall not be considered or construed to waive any rights of Metro or affect any notice or legal proceeding therefore given or commenced.
15. Notice Any notice of termination, notices of inspection, and any other applicable notices are deemed served on the day in which they are both mailed by first class mail and attached in a secure manner to the main entrance of the premises.
16. Unenforceable Provision If at some future date a portion of this amendment should be ruled unenforceable by the courts, it only affects that portion of said Amendment, and all other provisions remain in full force.
17. Loss Recovery Metro reserves the right to recover from Thomas any loss caused by fire, vandalism, negligence, or any other acts of Thomas, their agents, or invitees. Thomas agrees to assume all liability for damages beyond ordinary wear and tear during the Possession Period and Lease Period.
18. Possession of Property by Metro At the expiration of the Possession Period, or Lease term if applicable, the Property must be in a clean condition with no animals or personal property remaining. All animal cages and surrounding areas must be cleaned and shall be removed by Thomas.

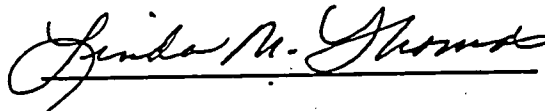
19. Ratification Seller and Metro hereby ratify and confirm this modification to the terms of the Agreement. All other terms of the Agreement shall remain in full force and effect.

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

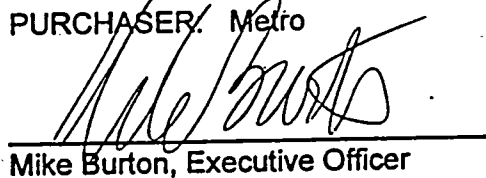
IN WITNESS WHEREOF, Seller and Metro have executed this Amendment as of the date first written above.

SELLER: Blaine A. Thomas

Linda M. Thomas

A handwritten signature in dark ink, appearing to read "Blaine A. Thomas", written over a horizontal line.A handwritten signature in dark ink, appearing to read "Linda M. Thomas", written over a horizontal line.

PURCHASER: Metro

A handwritten signature in dark ink, appearing to read "Mike Burton", written over a horizontal line.  
Mike Burton, Executive Officer

## **Staff Report**

### **CONSIDERATION OF RESOLUTION NO. 97-2483 FOR THE PURPOSE OF AUTHORIZING THE EXECUTIVE OFFICER TO EXECUTE CURRENT AND FUTURE LEASES RELATED TO METRO'S OPEN SPACES PROPERTY ACQUISITIONS**

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**Date:** March 26, 1997

**Presented by:**

**Charles Ciecko  
Jim Desmond**

#### **PROPOSED ACTION**

Resolution No. 97-2483 would provide Metro Council approval for an existing lease and prospective approval of certain future leases meeting stated parameters related to Open Spaces acquisitions. Future leases which fall within the parameters described below would be executed without further Metro Council review and approval.

#### **BACKGROUND AND ANALYSIS**

The Metro Open Spaces Acquisition Division has and will continue to acquire a large variety of property throughout the region in accordance with refinement plans approved by the Metro Council. Some of the properties include residences which may or may not be ultimately retained, depending on the outcome of future master planning activities. While the future of these residences is being determined, some are suitable for leasing and in many cases are occupied by tenants at the time of closing. In addition to residences, some of the acquired property is farmland with a potential for crop leases.

Metro staff estimates that over the course of the Open Spaces property acquisition process, Metro could have an additional 10 to 15 leases, primarily residential. The monthly rent from such residential tenancies is expected to range from \$300 to \$2,000 per month. Except for routine repair work and property taxes, expenses related to these leases should be minimal.

Currently, Open Spaces, Parks Operation and Maintenance and Property Services staff are coordinating the leasing activities. These activities include lease negotiations, preparation of lease documents, determination of fair market rental rate and property management services. All residential leases will be either month-to-month or short-term (up to one year) tenancies.

Apart from the lease payments which accrue from such tenancies, residential and crop leases provide other significant benefits. Crop leases ensure that the farmland will be continually cultivated, which corresponds with good farmland management. The residential leases provide a presence on typically remote and undeveloped property. This strategy has been previously identified as a method of reducing landbanking costs.

The Thomas property residence in the Forest Park Target Area was purchased in December of 1996, primarily for the large acreage (31.41 acres) lot on which it sits. The appraiser who performed the due diligence appraisal also did a market rent survey to determine the appropriate amount of rent for the property. Two rental schedules were established due to the amount of deferred maintenance and repair needed on the property; one amount for a new renter leasing a fixed up property, and another for the "as is" condition of the property. Since the current tenant is the former owner and no significant repairs have occurred, the "as is" monthly rent of \$1,300 is recommended to be charged. The tenant is having a new property prepared, but inclement weather has postponed the finish date, and they have asked for an extension up to three months, until July 10th, 1997.

Resolution 97-2483 provides for Metro Council approval of the existing Thomas property lease with the requested extension, and grants prospective approval of future leases which meet the following criteria:

- related to Open Spaces acquisition
- less than one year term, except for agricultural leases which may contain an option for renewal at the discretion of the Metro Executive Officer, and
- monthly lease payment of less than \$2,000.

#### **BUDGET IMPACT**

Rents collected as a result of existing and future leases are applied to the landbanking account within the Regional Parks and Expo Fund. Expenses associated with these tenancies would be made from this same account. Staff anticipate that repair and maintenance and property taxes will be the only major expense. The net income resulting from the lease will be available to pay other landbanking expenses related to Open Spaces acquisitions.

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

The Executive Officer recommends adoption of Resolution 97-2483.

*Agenda Item Number 7.5*

**Resolution No. 97-2486, For the Purpose of Approving a Personal Services Contract to Provide Independent Staff Support Services to the South/North Review Panel.**

**Metro Council Meeting  
Thursday, April 17, 1997  
Council Chamber**

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF APPROVING	) RESOLUTION NO. 97-2486
A PERSONAL SERVICES CONTRACT TO	)
PROVIDE INDEPENDENT STAFF SUPPORT	) Introduced by Mike Burton,
SERVICES TO THE SOUTH/NORTH	) Executive Officer
EXPERT REVIEW PANEL	)

WHEREAS, Metro is the lead agency in studying alternatives for high capacity transit in the South/North corridor; and

WHEREAS, Since its inception in 1992, the South/North Expert Review Panel has provided a volunteer, independent review of the technical analysis created by South/North planning staff; and

WHEREAS, An Expert Review Panel was originally required by the State of Washington and is now recommended by the Federal Transit Administration (FTA) to be a part of the local planning process for federally-funded transportation projects; and

WHEREAS, The South/North project will complete an Environmental Impact Study for the entire corridor from Clackamas County, Oregon to Clark County, Washington to ensure federal approval and funding of the corridor as one project; and

WHEREAS, The Underhill Company has provided support staff services to the Expert Review Panel since its inception in 1992 and is uniquely qualified to continue to provide these services; and

WHEREAS, The Underhill Company was awarded the contract to provide support staff services through a competitive bid process with participation by Metro; and

WHEREAS, Through Resolution 95-2214 the Metro Council approved and authorized Metro to bear all Panel-related expenses; and

WHEREAS, The Washington State Legislative Transportation Committee has now determined that it will not continue providing contractual administration of Panel support staff; now, therefore,



BE IT RESOLVED, That an Agreement with the Underhill Company for the continued provision of support staff services to the South/North Expert Review Panel, in a form substantially similar to that set forth in the attached Exhibit A, is hereby authorized and approved.

ADOPTED by the Metro Council this \_\_\_\_ day of April, 1997.

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Jon Kvistad, Presiding Officer

Approved as to Form:

---

Daniel B. Cooper, General Counsel

## PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is 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, OR 97232-2736, and The Underhill Company, referred to herein as "Contractor," located at 1631 16<sup>th</sup> Avenue #404, Seattle, Washington, 98122.

In exchange for the promises and other consideration set forth below, the parties agree as follows:

1. Duration. This personal services agreement shall be effective January 1, 1997, and shall remain in effect until and including December 31, 1997, unless terminated or extended as provided in this Agreement.
2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Exhibit A -- Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.
3. Payment. Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed FORTY NINE THOUSAND SEVEN HUNDRED NINETY FOUR AND 00/100THS DOLLARS (\$49,794.00).

Contractor shall invoice Metro for reimbursement of expenditures for authorized work performed under the Scope of Work on a monthly basis. The invoice(s) shall include a brief description of the work performed during the invoice period and shall include an itemization of costs.

The budget for this contract is included in "Exhibit C". Budgeted amounts for each line item may be modified, keeping the total not to exceed budget constant, upon written agreement between the Metro Project Manager and the Contractor.

4. Insurance.

- a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:

- (1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability. The policy must be endorsed with contractual liability coverage; and

(2) Automobile bodily injury and property damage liability insurance.

b. Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.

c. Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.

d. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit D, in lieu of the certificate showing current Workers' Compensation.

e. If required by the Scope of Work, Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in the minimum amount of \$500,000. Contractor shall provide to Metro a certificate of this insurance, and 30 days' advance notice of material change or cancellation.

5. Indemnification. Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.

6. Project Records. The Contractor 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. To facilitate the administration of the Project, separate accounts shall be established and maintained within the Contractor's existing accounting system or set up independently. Such accounts are referred to herein collectively as the "Project Account." The Contractor shall charge to the Project Account all eligible costs of the Project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of Metro, shall not be considered eligible costs. All costs, charged to the Project, including any approved services contributed by the Contractor or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

7. Maintenance of Records. Contractor shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow Metro the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by Contractor for three years after Metro makes final payment and all other pending matters are closed.

8. Ownership of Documents. All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by Contractor pursuant to this Agreement are the property of Metro, and it is agreed by the parties that such documents are works made for hire. Except for any programming computer code for which Contractor may already possess copyright protection, Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such produced documents.

9. Project Information. Contractor shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of Metro.

10. Audits, Inspections and Retention of Records. Metro, the Oregon Department of Transportation, the State Auditors, and any of their representatives shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all of the Contractor'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, accounting records and other materials pertaining to costs incurred in connection with the project shall be retained by the Contractor for three years from the date of completion of the project to facilitate any audits or inspections. If any litigation, claim, or audit is commenced, the records along with supporting documentation shall be retained until any litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the three-year retention period.

11. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

12. Right to Withhold Payments. Metro shall have the right to withhold from payments due to Contractor such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage, or claim which may result from Contractor's performance or failure to perform under this Agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.

13. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapter 279, and the recycling provisions of ORS 279.545 - 279.650, to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor 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.

14. Equal Employment Opportunity. The Contractor agrees to abide by all state and federal laws and regulations with respect to employment. This includes, but is not limited to, equal opportunity employment, nondiscrimination assurances, project record keeping, audits, inspection, and retention of records.

15. Federal Funds Provision

a. If this payment is to be charged against federal funds, the Contractor certifies that it is not currently employed by the federal government. Contractor further certifies that it is not currently employed by the State of Oregon.

b. If federal funds are involved in this Agreement, Exhibit "B" Federal Requirements are incorporated into this Agreement by reference.

c. Contractor shall not be compensated for work performed under this Agreement by any other federal, state or local agency.

d. This agreement may be terminated by Metro upon 30 days notice, in writing and delivered by certified mail or in person, if funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. The Agreement may be modified to accommodate a reduction in funds.

16. Situs. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

17. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party.

18. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor five days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

19. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision.

20. Severability. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

21. Modification. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties.

The Underhill Company

METRO

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

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

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

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

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

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

Exhibits:

- A. Scope of Work
- B. Federal Requirements
- C. Budget

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# **EXHIBIT A**

## **SCOPE OF WORK**

**Administrative Consultant to:  
South/North Expert Review Panel**

**The Underhill Company**

## **Scope of Work**

### **I. Meeting Support**

The Expert Review Panel (ERP) will have two to three meetings in 1997. Subcommittees may meet as needed.

The consultant will work with Metro staff and the ERP Chair to develop agendas for each of the panel meetings and will work with the staffs of the involved agencies and others as appropriate to coordinate presentations. The consultant will assure that meetings are productive and thorough:

- Distribution of pertinent background materials, including summaries of key points, prior to the meetings;
- Coordination of presentations so they are clear, to the point, and relevant;
- Facilitation of question-and-answer and discussion periods, and recording of comments to assist in issues identification, to focus debate and to reach agreement on action items;
- Assistance with forming issues-related subcommittees and ad-hoc working groups on an as-needed basis and providing technical support to these groups;
- Timely distribution of meeting minutes;
- Coordination of technical issues analysis, follow-up research, responses to information requests, and requests of Metro or others for additional materials; and
- Handling of all meeting arrangements, including facilities, equipment, travel, etc.

### **II. HCT Planning Updates**

In the time between formal meetings, the consultant team will insure that all Panel members are kept informed of the progress of HCT planning in the Portland region. Regular update reports will summarize key elements of the process:

- Consultant activities, reports, presentations, project milestones and findings;
- Other planning activities in the region as they relate to HCT, including development of transportation demand management, growth management and land use plans;
- Media coverage of HCT, land use planning and regional growth issues, including news articles, opinions and editorials; and



### **III. Liaison Activities**

Among the consultants on-going activities will be establishing a link between the Panel, Metro, and other key players involved in HCT planning and in regional planning and growth management. As part of this task the consultant will:

- Maintain and distribute a list of key agencies, staff, elected officials, firms and individuals involved in HCT planning, or active in related issues;
- Track Metro and other consulting contracts and report on schedule adherence, progress, and products;
- Meet with individuals throughout the region as appropriate to keep apprised of their activities as it affects the HCT planning process and the Panel's work.

### **IV. Panel Staff Support**

Each of the Panel members has significant obligations outside the work of the Panel and so will rely heavily on the consultant to assist them in fulfilling their obligations on the Panel. To this end, the consultant will:

- Work with individual Panel members to develop reports or letters presenting the Panel's findings at key review points.
- Provide administrative support through compiling, summarizing, and placing in context, products and issues for Panel consideration.
- Provide individual staff support to Panel members as required including assistance with travel and lodging.
- Keep all Panel files and records and at the end of the project deliver them to the South/North study director.

### **V. Technical Support**

The Panel members have been selected because of their particular areas of knowledge, experience and interests. to aid Panel members in the discussions of issues which may fall outside their specific disciplines, the consulting team will review all project-related technical documentation and prepare summary comments which focus on the key assumptions, findings and conclusions of each document.

- Critically review key methodology and results reports and develop written summaries as required.

- Review and summarize as necessary other related technical documentation produced which is germane to the Panel's work.
- Develop regular written status reports of the work-in-progress of technical committees of the Panel, summarize findings and circulate to the full Panel for review and comment.

## EXHIBIT B

### FEDERAL REQUIREMENTS

#### 1. Disadvantaged Business Enterprises (DBE)

The DBE goal for the personal services contract under this Agreement shall be 12%.

Pursuant to 49 CFR 23.43(a), the following provisions are made a part of this contract:

- A. Policy. It is policy of the U.S. Department of Transportation (DOT) and Metro that DBEs as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this contract. Consequently, the DBE requirements of 49 CFR Part 23 apply to this contract.
- B. DBE Obligation. Contractor agrees to ensure that DBEs as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this contract. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of DOT-assisted contracts.
- C. Contractor's failure to carry out the requirements set forth herein shall constitute a breach of contract, and may result in termination of the contract by Metro or such other remedy as Metro deems appropriate.

#### 2. Equal Employment Opportunity

In connection with the execution of this contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to insert a similar provision in all subcontracts, except subcontract for standard commercial supplies or raw materials.

#### 3. Title VI Compliance

During the performance of this contract, Contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as "Contractor"), agrees as follows:

- A. Compliance with Regulations: Contractor shall comply with Regulations relative to nondiscrimination

in federally-assisted programs of the Department of Transportation (hereinafter referred to as "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

- B. Nondiscrimination: Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.
- D. Information and Reports: Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Metro or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to Metro, or the FTA, as appropriate, and shall set forth what effort it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of Contractor's noncompliance with the nondiscrimination provisions of this contract, Metro shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:
  - (1) Withholding of payments to Contractor under the contract until Contractor complies, and/or,
  - (2) Cancellation, termination or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions: Contractor shall include the provisions of subparagraphs a through e of this Paragraph in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Contractor shall take such action with respect to any subcontract or procurement as Metro or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Contractor may request Metro to enter into such litigation to protect the interests of Metro, and, in addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. Cargo Preference

Contractor agrees:

- A. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, materials or commodities pursuant to this section, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- B. To furnish within 30 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in subparagraph A of this Paragraph to Metro (through Contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington, D.C. 20550, marked with appropriate identification of the Project.
- C. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

5. Conservation

Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321, et seq.).

6. Buy America

This procurement is subject to the Federal Transit Buy America Requirements in 49 CFR Part 661.

Section 165a of the Surface Transportation Assistance Act of 1982, as amended, permits FTA participation in this contract only if steel and manufactured products used in the contract are produced in the United States. By signing this contract, Contractor certifies that it will comply with requirements of section 165a of the Surface Transportation Assistance Act of 1982, as amended, and the regulations in 49 CFR Part 661.

7. Interest of Members of, or Delegates to Congress

No member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this contract or to any benefit arising therefrom.

8. Prohibited Interest

Metro's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of

monetary value from contractors, potential contractors or parties to subagreements.

9. Debarred Bidders

Neither Contractor, nor any officer or controlling interest holders of Contractor, is currently, or has been previously, on any debarred bidders list maintained by the United States Government or by the State of Oregon.

10. Maintenance and Inspection of Records

- A. Contractor shall maintain comprehensive records and documentation relating to this contract, and shall permit the authorized representatives of Metro, the U.S. Comptroller General, or the U.S. Department of Transportation to inspect and audit all records and documentation for a period of three (3) years after Metro has made final payment to Contractor.
- B. Contractor shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that Metro, the U.S. Comptroller General or the U.S. Department of Transportation shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding \$10,000.00, and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.
- C. The period of access and examination for records that relate to (1) litigation of the settlement of claims arising out of the performance of this Contract, or (2) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any of his or her duly authorized representatives, shall continue until such litigation, claims or expectations have been disposed of.

11. Lobbying Prohibition/Certifications/Disclosures

This contract is subject to Section 319, Public Law 101-121 (31 U.S.C. 1352) and regulations promulgated thereto by the Office of Management and Budget, pursuant to which Metro may not expend funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. By signing this contract, Contractor agrees to comply with these laws and regulations.

A. Definitions. As used in this clause,

"Agency," as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal action" means any of the following Federal actions:

- (1) The awarding of any Federal contract;
- (2) The making of any Federal grant;
- (3) The making of any Federal loan;
- (4) The entering into of any cooperative agreement; and,
- (5) The extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C.450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established or otherwise recognized by a State for the performance of a government duty including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, U.S. Code, including a position under a temporary appointment;
- (2) A member of the uniformed services as defined in section 101(3), title 37, U.S. Code;
- (3) A special Government employee as defined in section 202, title 18, U.S. Code; and,
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, U.S. Code appendix 2.

"Person" means an individual, corporation, company association, authority, firm, partnership, society, State and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organizations or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation" means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment" means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient" includes all contractors and subcontractors at any tier in connection with a Federal contract. The term excludes an Indian tribe, tribal organization or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional or interstate entity having governmental duties and powers.

#### **B. Prohibition.**

(1) Section 1352 of title 31, U.S. Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

(2) The prohibition does not apply as follows:

(i) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph B(1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(b) For purposes of paragraph B(2)(i)(a) of this section, providing any information specifically requested by an agency or Congress is allowable at any time.



- (c) For purpose of paragraph B(2)(i)(a) of this section the following agency and legislative liaison activities are allowable at any time only where they are not related to a specific solicitation for any covered Federal action:
    - (1.) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale and service capabilities; and,
    - (2.) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
  - (d) For purposes of paragraph B(2)(i)(a) of this section, the following agency and legislative liaison activities are allowable only where they are prior to formal solicitation of any covered Federal action:
    - (1.) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
    - (2.) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,
    - (3.) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
  - (e) Only those activities expressly authorized by paragraph B(2)(i) of this section are allowable under paragraph B(2)(i).
- (ii) Professional and technical services by Own Employees.
- (a) The prohibition on the use of appropriated funds, in paragraph B(1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract or an extension, continuation, renewal, amendment or modification of a Federal contract if payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.
  - (b) For purposes of paragraph B(2)(ii)(a) of this section, "professional and technical services" shall be limited advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer

on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspect of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award document.
- (d) Only those services expressly authorized by paragraph B(2)(ii) of this section are allowable under paragraph B(2)(ii).

(iii) Reporting for Own Employees.

No reporting is required with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iv) Professional and technical services by Other than Own Employees.

- (a) The prohibition on the use of appropriated funds, in paragraph B(1) of this section, does not apply in the case of any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action, if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.
- (b) For purposes of paragraph B(2)(iv)(a) of this section, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to

influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not all allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- (d) Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (e) Only those services expressly authorized by paragraph B(2)(iv) of this section are allowable under paragraph B(2)(iv).

**C. Disclosure.**

- (1) Each person who requests or receives from an agency a Federal contract shall file with that agency a certification, set forth in this document, that the person has not made, and will not make, any payment prohibited by paragraph (b) of this clause.
- (2) Each person who requests or receives from an agency a Federal Contract shall file with that agency disclosure form, Standard Form-LLL, "Disclosure of Lobbying Activities", if such a person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (b) of this clause if paid for with appropriated funds.
- (3) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph c(2) of this section. An event that materially affects the accuracy of the information reported includes:
  - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or,

- (b) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
- (c) A change in the officer(s), employee(s) or member(s) contacted to influence or attempt to influence a covered Federal action.
- (4) Any person who requests or receives from a person referred to in paragraph (C)(1) of this section a subcontract exceeding \$100,000 at any tier under a Federal contract shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraph C(1) of this section. That person shall forward all disclosure forms to the agency.

**D. Agreement.**

In accepting any contract resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

**E. Penalties.**

- (1) Any person who makes an expenditure prohibited under paragraph B of this clause shall be subjected to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- (2) Any person who fails to file or amend the disclosure form to be filed or amended if required by this clause, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (3) Contractors may rely without liability on the representations made by their subcontractors in the certification and disclosure form.

**F. Cost Allowability.**

Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of Part 31 of the Federal Acquisition Regulation.

regs  
08/30/93

**EXHIBIT C****THE UNDERHILL COMPANY  
CONSULTANT EXPENSES**

Work Element	Hours	Rate	Total
Direct Labor			
Mary Jo Porter	540	85.00	\$45,900.00
Office/Administrative Support	30	30.00	\$900.00
Direct Costs			
Telephone/Fax			\$144.00
Photocopying			\$120.00
Postage			\$90.00
Meeting Expenses & Travel			\$2,640.00
Total			\$49,794.00

## STAFF REPORT

### CONSIDERATION OF RESOLUTION NO. 97-2486 FOR THE PURPOSE OF APPROVING A PERSONAL SERVICES CONTRACT TO PROVIDE INDEPENDENT STAFF SUPPORT SERVICES TO THE SOUTH/NORTH EXPERT REVIEW PANEL

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Date: March 27, 1997

Presented by: Andy Cotugno

## FACTUAL BACKGROUND AND ANALYSIS

The South/North Expert Review Panel (ERP) has been providing an independent review of technical data for the South/North High Capacity Transit (HCT) plan since its inception in 1992. The purpose of the ERP is to ensure accurate and adequate technical is provided to decision-makers on which to base their decisions.

Originally, the ERP was a requirement of State of Washington law in order for a project to use high capacity transit funds enabled by the Washington State Legislature. In response to the Intermodal Surface Transportation and Efficiency Act of 1992, the Federal Transit Administration now encourages an Expert Review Panel or Peer Review Panel in federally-funded HCT/Light Rail studies.

The South/North ERP is scheduled to continue its review role of the South/North Study until the South/North Draft Environmental Impact Statement (DEIS) is published which is currently scheduled for Fall 1997. In general, the ERP reviews draft technical reports individually and then meets as a group in the Portland area over a two-day period to discuss the technical reports. At the conclusion of the meeting, panel staff will prepare a list of recommendations on how the reports should be changed or improved. Panel members are not paid for their participation at meetings or time reviewing data. There are expenses, however, in providing staff support to the committee and reimbursing the expenses of holding committee meetings.

In 1992, Metro contracted with the Washington State Department of Transportation to provide funding for ERP expenses, including the contract for staff support of the ERP. Through a competitive bid process, the Underhill Company was selected from several proposals to provide staff support to the ERP. The proposal was selected by members of Metro, the Washington State Department of Transportation, and the Washington State Legislative Transportation Committee.

The contract to provide for ERP support staff was administered by the Legislative Transportation Committee to the Underhill Company. The Underhill Company is a certified WBE in the State of Oregon (Certification #3601).

Prior to 1995, the State of Washington supported a portion of funding ERP expenses. In 1995, Metro Council approved and authorized Metro to bear all ERP-related expenses when the Washington State Legislature did not continue to appropriate funding to support the ERP. In the fall of 1996, the State of Washington expressed its interest in terminating its contract with Underhill Company for the ERP staff support.

Because the ERP provides valuable input into the South/North light rail analysis and because of the need to accommodate new federal recommendations and continue to meet State of Washington requirements, an agreement with the Underhill Company to continue to staff the ERP is needed.

By entering into the contract with the Underhill Company, Metro will assume the role originally served by the Washington State Legislative Transportation Committee when it contracted for the services of staff support to the Expert Review Panel.

The personal services contract (Exhibit A) would allow for the Underhill Company to provide these services through the scheduled completion of the Draft Environmental Impact Statement. The personal services contract would provide staff support for two to three ERP meetings and various services with a budget not to exceed \$49,794.

#### BUDGET IMPACT

Funding for this contract is within the overall South/North Transit Corridor Study EIS/PE revenue budget. This contract is included in the Transportation Department's proposed Fiscal Year 1997/98 Budget.

#### EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 97-2486.

*Agenda Item Number 7.6*

**Resolution No. 97-2493, For the Purpose of Approving an Amendment to Resolution No. 96-2388 to  
Provide for the Retrofitting of the Metro Information on Long Range Transportation (MILT) Public  
Outreach Project.**

**Metro Council Meeting  
Thursday, April 17, 1997  
Council Chamber**



BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF APPROVING	)	RESOLUTION NO. 97-2493
AN AMENDMENT TO CONTRACT NO.	)	
905449 TO RETROFIT THE METRO	)	Introduced by
INFORMATION ON LONG-RANGE	)	Councilor Ed Washington
TRANSPORTATION (MILT) PUBLIC	)	Chair, Transportation
OUTREACH BUS	)	Planning Committee

WHEREAS, The Transportation Planning Public Involvement Policy requires the provision of complete information, timely public notice, full public access, and early and continuing public involvement; and

WHEREAS, The Metro Council authorized a \$70,000 multi-year contract for the development of the Metro Information on Long-Range Transportation (MILT), a mobile public outreach and education project housed on a retrofitted bus, through Resolution No. 96-2388; and

WHEREAS, MILT will feature educational, interactive multi-media exhibits and displays related to transportation and growth management issues on the inside of the bus and related illustrations depicting the same on the outside of the bus; and

WHEREAS, Metro awarded the multi-year contract to design and develop MILT to Studio Reedijk, Contract No. 905449, through a competitive procurement process; and

WHEREAS, Studio Reedijk has developed the designs and specifications for the retrofit of the MILT bus, which require exhibit and cabinetry construction, signage, illustrations, lighting and electrical components; and

WHEREAS, The MILT project is listed in the 1996-97 fiscal

year budget as a "Significant Impact" contract which, pursuant to Metro Code Provision 2.04.026(a)(1), requires authorization by the Metro Council prior to the award of contracts for services; now, therefore,

BE IT RESOLVED, That the Executive Officer is authorized to execute an amendment to Contract No. 905449 between Metro and Studio Reedijk to provide for management of the construction and fabrication of all components related to the retrofit of the MILT public outreach bus through a competitive procurement process also managed by Studio Reedijk. The contract amendment shall be substantially similar to the attached Exhibit A. The final terms of the contract amendment shall be negotiated with Studio Reedijk subject to approval of the Office of General Counsel.

ADOPTED by the Metro Council this \_\_\_\_ day of \_\_\_\_\_, 1997.

Jon Kvistad, Presiding Officer

Approved as to Form:

Daniel B. Cooper, General Counsel

**EXHIBIT A**  
**to Resolution No. 97-2493**

CHANGE ORDER NO. 2  
METRO CONTRACT NO. 905449

**MODIFICATION TO A PERSONAL SERVICES AGREEMENT  
FOR MILT - METRO INFORMATION ON LONG-RANGE TRANSPORTATION**

This Agreement hereby amends the above-titled contract (the "Original Agreement") between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter ("Metro"), and Studio Reedijk ("Contractor").

A. Purpose. The purpose of this Change Order is to replace certain terms and conditions contained in the Original Agreement, as set forth herein.

B. Terms of Change Order.

1. Section 2, Scope of Work, of the Original Agreement, including all previous change orders to the provision of section 2, is hereby amended to add the following provision:

Contractor shall perform the work and deliver the products indicated and described in the Bus Retrofit Scope of Work, attached hereto as Exhibit A and incorporated by this reference as if set forth in full.

2. Section 3, Payment, is hereby amended to add the following provision:

Metro shall pay Contractor for work performed and materials delivered in the amount(s), manner and at the time(s) described in the Bus Retrofit Scope of Work for a maximum sum not to exceed THIRTY FIVE THOUSAND AND 00/100THS DOLLARS (\$35,000).

The Expenditure Budget, attached hereto as Exhibit B and incorporated by this reference as if set forth in full, states the amounts Contractor shall be reimbursed for its work under the Bus Retrofit Scope of Work.

3. Paragraph D of Section 4, Insurance, is hereby superseded and amended to read as follows:

Contractor, its subcontractors, if any, and all employers working

under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit D, in lieu of the certificate showing current Workers' Compensation.

4. The Original Agreement is hereby amended to add the following additional provisions applicable to the Bus Retrofit Scope of Work:

Section 22, Quality of Goods and Services. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trades. Contractor guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by Metro, whichever is later. All guarantees and warranties of goods furnished to Contractor or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of Metro.

Section 23, Attorney's Fees. In the event of any litigation concerning this Contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to any appellate courts.

Section 24, Subcontractors. Contractor shall contact Metro prior to negotiating any subcontracts and Contractor shall obtain approval from Metro before entering into any subcontracts for the performance of any of the services and/or supply of any of the goods covered by this Contract.

Contractor is solely responsible for paying Contractor's subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and Metro.

Metro reserves the right to reasonably reject any subcontractor or supplier and no increase in the Contractor's compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this agreement. Contractor

shall be fully responsible for all of its subcontractors as provided in Article IV.

Section 25, Safety. If services of any nature are to be performed pursuant to this agreement, Contractor shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

Section 26, Compliance. Contractor shall comply with federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, non-discrimination, safety and health, environmental protection, waste reduction and recycling, fire protection, permits, fees and similar subjects.

- C. Effect of Amendments. Except as modified or superseded herein, all other terms and conditions of the Original Agreement and all previous change orders shall remain in full force and effect.

METRO

STUDIO REEDIJK

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

## **Bus Retrofit Scope of Work**

### **Definitions:**

To ensure premium quality control, timely construction, and accurate fabrication and installation of all exhibitry and related components, Contract No. 905449 between Metro and Studio Reedijk is to be further amended in that Studio Reedijk is to assume the role of overall General Contractor with Peter Reedijk as Construction Manager of the bus retrofit under the supervision of Metro, with Gina Whitehill-Baziuk as Project Manager.

### **Competitive Procurement Requirements:**

As General Contractor, Studio Reedijk is to meet Metro's competitive bid requirements in entering into a competitive bid process for the completion of tasks as outlined below. It is understood that Studio Reedijk shall assume full responsibility for the construction, materials and workmanship of the work described in the general scope of work and that all exhibit materials will meet or exceed the highest of standards which will be detailed in the bid documents after being reviewed and approved by Metro.

### **Schedule:**

It is anticipated that the retrofit of the MILT bus will be completed by June 30, 1997. It is incumbent upon Studio Reedijk as General Contractor, to track all aspects of the retrofit to ensure that this schedule is met. Any deviation from this schedule shall be agreed upon by Metro as Project Manager.

### **General description of work:**

The following indicates the project's general scope of work in terms of graphic concept, including outline notes of the bus interior and exterior. The drawings and specifications do not necessarily indicate or describe all work required for the full performance and completion of the work. The General Contractor is to guarantee that the sub-contractors will furnish all items required for proper installation without adjustment of the contract price. It is intended that the work of all sub-contractors will be of sound and quality construction, and that appropriate language will be incorporated into the General Contractor's bid document to guarantee that adequate amounts are included to cover installation of all items indicated, described or implied.

1. Interior liquid crystal projection screen.  
The General Contractor shall see that one (1) 41.66" x 39.12" liquid crystal screen display with housing and cabling to the CPU is provided. System shall be Clarity Visual System, or approved equal. The display shall be leased to the client for a period of two years.

2. **Exhibit cabinetry**  
The General Contractor shall see that the liquid screen display is integrated into an exhibit wall in the back of the bus. Exhibit elements will be provided by Metro. Wall will need to allow access to multimedia CPU. The housing shall provide for a secure location of the CPU. CPU must be readily accessible. In addition, the General Contractor shall provide seven (7) exhibit structures to which exhibit elements will be attached. Exhibit elements (meaning information and/or maps or other materials) will be provided by Metro.
3. **Multimedia kiosk cabinetry**  
The General Contractor shall provide two (2) secure multimedia stations. Computer hardware and software will be provided by Metro and Studio Reedijk as described in the original contract and consists of one (1) 17" touch screen display, one (1) CPU, two (2) speakers placed right and left of the monitor, keyboard and mouse, and an external cellular modem.
4. **Lighting**  
Exhibit areas shall be illuminated with lighting located and designed to eliminate glare, enhance the displays, and shall not detract from the interpretive experience. Locations of luminaires shall be adjustable to allow for changes of exhibits and easily accessible for bulb replacement. General Contractor shall work closely with Metro to design a lighting system with minimal heat loss. If required, a ventilation system shall be installed to increase airflow and reduce heat.
5. **Cabling/electricity**  
General Contractor shall provide a point of entry for electricity (such as mobile home and recreation vehicles) to power the exhibit elements. Electricity shall be distributed throughout the bus with outlets at 4' intervals to provide power for individual exhibit elements. Networking cables shall be installed throughout the bus to connect the three multimedia stations. All cabling shall be concealed.
6. **Exterior awning**  
General Contractor shall provide for a 10' x 10' awning which can be attached over the rear entrance of the bus. Awning shall be two-color with silk-screened images in one color. Awning shall be stored in a compartment underneath the bus. General Contractor shall see that the compartment is created in coordination with Tri-Met. Awning shall be high enough to allow for easy operation of the rear entrance door.
7. **Bus detailing**  
Prior to installation, General Contractor shall oversee the removal of any existing exterior and interior structures. Surfaces shall be smooth and clean and repaired if so required. General Contractor shall resurface the flooring of the bus. Selection of surface material shall be coordinated with Metro. Only after approval of finished bus detailing shall General Contractor commence installation of the exhibit elements.

8. Exterior signage  
General Contractor shall provide two exterior A-frame signs to complement the murals on the bus. General Contractor shall ensure that appropriate images are created with Project Manager's approval. The removable frame shall have a dispenser for literature and shall be provided with weights. In addition, four (4) Metro logotypes shall be installed on the exterior bus surface. Two lines of 12" type shall be applied to the rear of the exterior of the bus. Finally, four (4) 2' x 8' banners shall be manufactured and mounted between the poles of the exterior awning. Banners shall be four-color prints on white. Artwork shall be provided by the designer.
9. Exterior sculpture  
General Contractor shall create a sculptural element which can be attached to the front of the bus when it is stationed. Sculptural element must complement all other exhibit elements. General Contractor shall see that appropriate images are used in this sculptural work.
10. Exterior mural mounting  
General Contractor shall permanently attach seven (7) exterior murals to the bus. Murals will be provided through Studio Reedijk Contract No. 905449 as amended and consists of four (4) 4' x 10' panels, one (1) 8' x 10' panel and one (1) 20' x 10' panel. All panels are 0.5" thick Syntra and shall be supplied in 4' sections. General Contractor shall assemble murals and provide for sufficient reinforcement to protect the mural from warping.



**EXHIBIT B****STUDIO REEDIJK  
BUS RETROFIT BUDGET**

<b>Work Element</b>	<b>Amount</b>
Cabinetry: Includes exhibit cabinetry, liquid crystal screen display, multi-media kiosk cabinetry and construction	\$21,000
Lighting, cabling and electrical contracting	\$6,000
Bus interior and exterior detailing	\$2,000
Exterior signage; storage and mounting	\$6,000
<b>Total</b>	<b>\$35,000</b>

## STAFF REPORT

### CONSIDERATION OF RESOLUTION NO. 97-2493 FOR THE PURPOSE OF APPROVING AN AMENDMENT TO CONTRACT NO. 905449 TO RETROFIT THE METRO INFORMATION ON LONG-RANGE TRANSPORTATION (MILT) PUBLIC OUTREACH BUS

Date: April 8, 1997

Presented by: Andrew Cotugno

## PROPOSED ACTION

Adoption of this resolution would authorize the amendment of Contract No. 905449 to retrofit the Metro Information on Long-Range Transportation (MILT) public outreach bus through a competitive procurement process managed by Studio Reedijk as reflected by the Scope of Work described in Exhibit A.

## FACTUAL BACKGROUND AND ANALYSIS

Metro's Transportation Public Involvement Policy requires the provision of complete information, timely public notice, full public access and early and continuing public involvement. The Metro Information on Long-Range Transportation (MILT) project is designed to heighten the ability of public involvement staff to communicate information on transportation-related activities and programs with the community.

MILT will feature educational, interactive multi-media exhibits and displays about transportation issues on the inside and outside of a retrofitted bus. The exterior of the bus will include transportation-oriented illustrations. The MILT bus will travel to community events, mall and shopping center parking lots, schools, community centers and other public locations and destination sites throughout the region beginning in the summer of 1997.

In September 1996, the Metro Council authorized a \$70,000 multi-year contract for the design and development of the MILT project through Resolution No. 96-2388. Metro awarded the multi-year contract to Studio Reedijk, Contract No. 905449, through a competitive procurement process.

In April 1997, under authority of Metro Code Chapter 2.04.046(b), we separately amended the Studio Reedijk contract for \$25,000 for the addition of construction management, exterior mural application and preliminary exhibitry.

This \$35,000 contract amendment with Studio Reedijk is for managing the retrofit of the MILT bus and the competitive bid process for all elements of the retrofit including the application of illustrations and signage, installation of lighting, and construction of display and exhibit cabinetry.

#### BUDGET IMPACT

The MILT project is included in the Adopted Metro Budget for Fiscal Year 1996-97. The entire project budget is \$150,000 and is budgeted within the Materials and Services budget of the three transportation project areas: Regional Transportation Plan (\$37,500); Congestion Pricing (\$37,500); and South/North HCT (\$75,000).

The MILT project is included in the Contracts List with a significant impact designation. In addition, the MILT project is described in detail in the Transportation Planning Section of the Fiscal Year 1996-97 Program Narrative.

#### EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 97-2493.



**METRO**

TO: Metro Council  
FROM: Lisa Naito  
DATE: April 17, 1997  
RE: Council Position on Pending State Legislation

I will make a motion today that the Council take the following positions on the bills listed below:

HB 3163A	Transportation	Support
HB 3290	Metropolitan Building Codes	Support
SB 459	Tollways, Bridges, congest. pricing	Support
HB 3456	Recycling	Monitor

A copy of each bill is attached. For your information, the transportation package was distributed last week.

# House Bill 3456

Sponsored by Representative LEWIS

## SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure as introduced.

Requires solid waste managers to implement additional recycling program elements to increase recovery rate for recyclable materials.

## A BILL FOR AN ACT

Relating to recycling; creating new provisions; and amending ORS 459A.065.

Be It Enacted by the People of the State of Oregon:

**SECTION 1.** Sections 2 to 5 of this Act are added to and made a part of ORS 459A.005 to 459A.085.

**SECTION 2.** As used in sections 3 to 5 of this 1997 Act, "solid waste manager" means a city, county or metropolitan service district responsible for solid waste management.

**SECTION 3.** The Legislative Assembly finds and declares that:

(1) Recycling programs that collect source separated recyclable material from residences on the same day that solid waste is collected, and from commercial and institutional establishments on a schedule convenient to the generator, are the preferred and the most effective and efficient methods of achieving the material recovery goals of the State of Oregon; and

(2) In order to achieve Oregon's material recovery goals, recycling programs of solid waste managers must do more than provide the opportunity to recycle.

**SECTION 4.** (1) On or before \_\_\_\_\_, and annually thereafter, each solid waste manager shall identify the recycling program elements, in addition to those required under ORS 459A.010 (3) or (8), that, in the judgment of the solid waste manager, will increase material recovery by increasing:

(a) The number of residents who use the solid waste manager's recycling programs;  
(b) The frequency each resident uses the solid waste manager's recycling programs; and  
(c) The number and amount of source separated materials the residents within the jurisdiction of the solid waste manager recycle through its programs, including but not limited to drink containers for which a refund is not required by ORS 459A.705.

(2) In making the judgment described in subsection (1) of this section, each solid waste manager shall consider:

(a) Incentives that may increase recycling by its residents;  
(b) Whether to require its residents to source separate for recycling drink containers for which a refund is not required by ORS 459A.705 that are made of materials collected through the solid waste manager's recycling programs; and

(c) Whether to increase the number of materials collected in its recycling programs.

NOTE: Matter in boldfaced type in an amended section is new; matter [italic and bracketed] is existing law to be omitted. New sections are in boldfaced type.

1 (3) On and after ———, the annual recycling report required by ORS 459A.050 shall in-  
2 clude information about the additional recycling program elements considered and adopted  
3 in response to this section by the solid waste managers for which the report is submitted.

4 **SECTION 5.** (1) The Department of Environmental Quality shall analyze and estimate  
5 each year the impact on recovery rates from the additional recycling program elements  
6 adopted by solid waste managers under section 4 of this 1997 Act.

7 (2) The Department of Environmental Quality shall determine each year the recovery  
8 rate for beverage containers for which a refund value is required under ORS 459A.705 and  
9 the recovery rate for other drink containers that are generally collected in recycling pro-  
10 grams established by solid waste managers.

11 **SECTION 6.** ORS 459A.065 is amended to read:

12 459A.065. (1) Upon findings made under subsection (3) of this section, the commission may re-  
13 quire one or more classes of solid waste generators within all or part of a wasteshed to source  
14 separate identified recyclable material from other solid waste and make the material available for  
15 recycling.

16 (2) In determining which materials are recyclable for purposes of mandatory participation, the  
17 cost of recycling from commercial or industrial sources shall include the generator's cost of source  
18 separating and making the material available for recycling or reuse.

19 (3) Before requiring solid waste generators to participate in recycling under this section, the  
20 commission must find, after a public hearing, that:

21 (a) The opportunity to recycle the identified recyclable material has been provided for a rea-  
22 sonable period of time and the level of participation by generators does not fulfill the policy set  
23 forth in ORS 459.015;

24 (b) The mandatory participation program is economically feasible within the affected wasteshed  
25 or portion of the wasteshed; and

26 (c) The mandatory participation program is the only practical alternative to carry out the policy  
27 set forth in ORS 459.015.

28 (4) After a mandatory participation program is established for a class of generators of solid  
29 waste, no person within the identified class of generators shall put solid waste out to be collected  
30 nor dispose of solid waste at a disposal site unless the person has separated the identified recyclable  
31 material according to the requirements of the mandatory participation program and made the  
32 recyclable material available for recycling.

33 (5) If it has established a curbside recycling program for the identified recyclable mate-  
34 rial, a solid waste manager may require residential solid waste generators to source separate  
35 the material from other solid waste and make the material available for recycling if the solid  
36 waste manager finds that:

37 (a) A curbside program for collection of the material has been in operation for a rea-  
38 sonable time;

39 (b) Information and education reasonable under the circumstances have been provided  
40 to residents about the availability and use of the curbside recycling program for the material;  
41 and

42 (c) The level of recovery of the material would be significantly increased by the require-  
43 ment.

44 (6) As used in this section, "solid waste manager" has the meaning given in section 2 of  
45 this 1997 Act.

# House Bill 3290

Sponsored by Representative GARDNER (at the request of National Electrical Contractors Association (NECA))

## SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure as introduced.

Creates Metropolitan Building Codes Consolidation Task Force. Specifies duties and membership.

Sunsets December 31, 1999.

## A BILL FOR AN ACT

Relating to Metropolitan Building Codes Consolidation Task Force.

Be It Enacted by the People of the State of Oregon:

**SECTION 1.** (1) There is created the Metropolitan Building Codes Consolidation Task Force consisting of 15 members. Members shall be selected by the Director of the Department of Consumer and Business Services in consultation with the department's Building Codes Division. Members shall be persons who are experienced in the administration and enforcement of the state building code as defined in ORS 455.010 and shall include:

(a) A representative of a metropolitan service district as established in ORS chapter 268;

(b) A representative of the City of Portland;

(c) A representative of Multnomah County;

(d) A representative of Washington County;

(e) A representative of Clackamas County;

(f) A representative of cities within a metropolitan service district;

(g) A representative of local building officials;

(h) A representative of general contractors;

(i) A representative of residential contractors;

(j) A representative of plumbing and mechanical contractors;

(k) A representative of electrical contractors;

(L) A representative of labor organizations within the construction trades;

(m). A representative of fire protection agencies;

(n) A representative of building owners and managers; and

(o) A representative of architects and engineers.

(2) The task force shall prepare a report for the Seventieth Legislative Assembly on the consolidation of building code administration and enforcement in the metropolitan Portland area. The task force shall consider and specifically address in its report the following issues:

(a) Potential cost savings, if any, resulting from the consolidation of building permit agencies in the Portland metropolitan area;

(b) Potential advantages and disadvantages of consolidation on uniform code interpretations and enforcement;

(c) Possible structures for the organization and administration of a consolidated code

NOTE: Matter in boldfaced type in an amended section is new; matter [*italic and bracketed*] is existing law to be omitted. New sections are in boldfaced type.

1 program;

2 (d) Potential improvements in service to users of the building code process; and

3 (e) Legislative changes necessary, if any, to implement the recommendations of the task  
4 force.

5 (3) The Department of Consumer and Business Services shall provide staff and meeting  
6 space as necessary to the performance of the functions of the task force.

7 (4) All agencies, departments and officers of this state are directed to assist the task  
8 force in the performance of its functions and to furnish such information and advice as the  
9 members of the task force consider necessary to perform their functions.

10 SECTION 2. Section 1 of this Act is repealed December 31, 1999.

11

---



# Senate Bill 459

Sponsored by Senator BAKER

## SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure as introduced.

Authorizes building of tollway in Portland metropolitan area.

## A BILL FOR AN ACT

Relating to tollways; amending ORS 383.007.

Be It Enacted by the People of the State of Oregon:

**SECTION 1.** ORS 383.007 is amended to read:

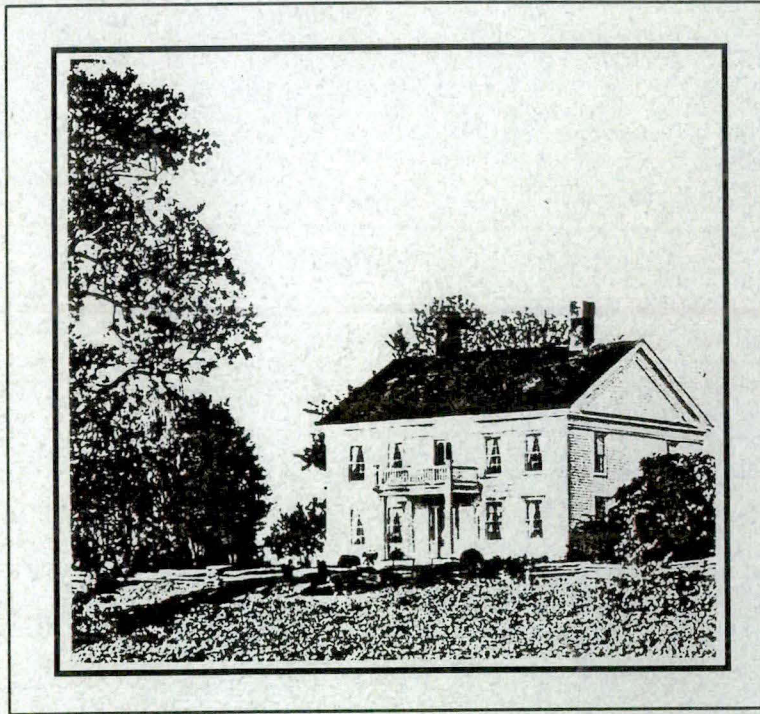
383.007. Notwithstanding ORS 383.005, without specific authorization by the Legislative Assembly, the Department of Transportation may not enter into any agreement for construction or operation of a tollway or related facilities pursuant to ORS 383.001 to 383.023 and 383.315, other than for:

(1) A Newberg-Dundee bypass situated in Yamhill County.

(2) A Tualatin-Sherwood highway linking Interstate 5 and Route 99W.

(3) A tollway project within the Portland metropolitan area urban growth boundary.

NOTE: Matter in boldfaced type in an amended section is new; matter [*italic and bracketed*] is existing law to be omitted. New sections are in boldfaced type.



# HOWELL TERRITORIAL PARK DRAFT MASTER PLAN



FEBRUARY 1997



# *Howell Territorial Park*

*Walk gently as you view this land,  
From giant oaks to grains of sand.  
There are many wonders here to see,  
Most of them wild, all of them free.  
When you leave this special place,  
With all its majesty and grace,  
Leave nothing that is yours behind,  
Take only with your soul and mind.*

-- Marjorie Howell (1993)

**About the Author:** Marjorie Howell is a direct descendent of John and Amelia Howell who purchased the historic Bybee Howell house from the Bybee family in 1873. Marjorie lived in the Bybee Howell house during her childhood years.

# Acknowledgments

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# Howell Territorial Park

## Draft Master Plan

### Prepared for

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Oregon Historical Society  
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### Funded by

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**February 1997**

Cover photo courtesy of Oregon Historical Society (OrHi 54433)  
*Printed on recycled-content paper*

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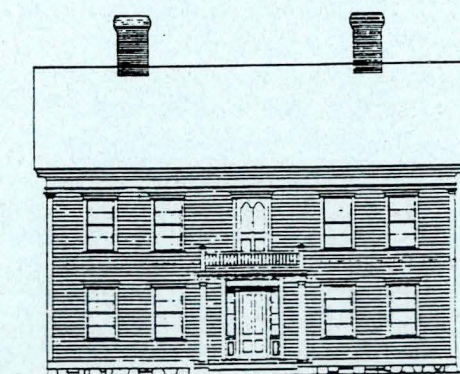
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# EXECUTIVE SUMMARY



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# EXECUTIVE SUMMARY

Howell Territorial Park's historic farm setting exemplifies the rural agricultural character that sets Sauvie Island apart from neighboring urban communities. Since the 1960's the 93-acre Park has been a well kept secret from the estimated 800,000 people drawn annually to visit the Island's east side beaches, wildlife refuge and fresh produce stands. Expanding opportunities for the public to enjoy Howell Territorial Park's cultural and natural history will serve Island visitors, helping to relieve recreation related pressures elsewhere on the Island.

## **Need for the Master Plan**

The Metropolitan Greenspaces Master Plan (1992) identifies Howell Territorial Park as a regionally significant natural area and requires that master plans be prepared for components of the Greenspace System. While the Park has unique historical and natural resources, it lacks adequate public facilities, programs and staff to attract and engage visitors. The recent purchase of 20 acres and a first right of refusal to acquire another 20 acres provides opportunities for future expansion of visitor services at the Park. Funding for some of the improvements at Howell Territorial Park has been made possible through the successful passage of the Open Spaces, Parks and Streams Bond Measure in 1995. The Howell Territorial Park Master Plan is needed to ensure that improvements are located to protect natural resources of the Park; are provided in the most cost effective manner; are consistent with the rural and historical character of the Park;

and respond to recreational and educational needs of the community.

## **Value of the Master Plan**

Metro in cooperation with the Oregon Historical Society envision the Howell Territorial Park with expanded opportunities to interpret the cultural, natural and agricultural resources that contribute to Sauvie Island's and the Park's rich heritage. Enhancement of facilities and programs will allow Howell Territorial Park to provide numerous benefits to the community including: function as a visitor destination relieving pressures elsewhere on the Island, offer a unique pastoral setting to accommodate picnics, weddings and special events, and increase the public's awareness and respect of the Island's natural and cultural resources.

## **Master Plan Components**

The Master Plan is described fully in Chapter Three. Key components of the Plan include:

- Improved wildlife habitat to support resident and migratory wildlife.
- Preservation of the Park's pastoral and historical character.
- Improved parking and visitor entry / orientation area.
- Improved directional signage for Park users.
- Provision of a pedestrian trail system with wildlife viewing blinds.
- Provision of facilities compliant with the American with Disabilities Act (ADA).

- Provisions of revenue generating facilities including picnic shelters, arbor and admission booth.
- Provision of restrooms.
- Provision of water and lighting in outdoor usage areas.
- Provisions for an on-site ranger for Park management and security.
- Increased programming to improve interpretation of the cultural and natural history of the Island.
- Provision of exhibits, signage and structures that support educational and interpretive programs.

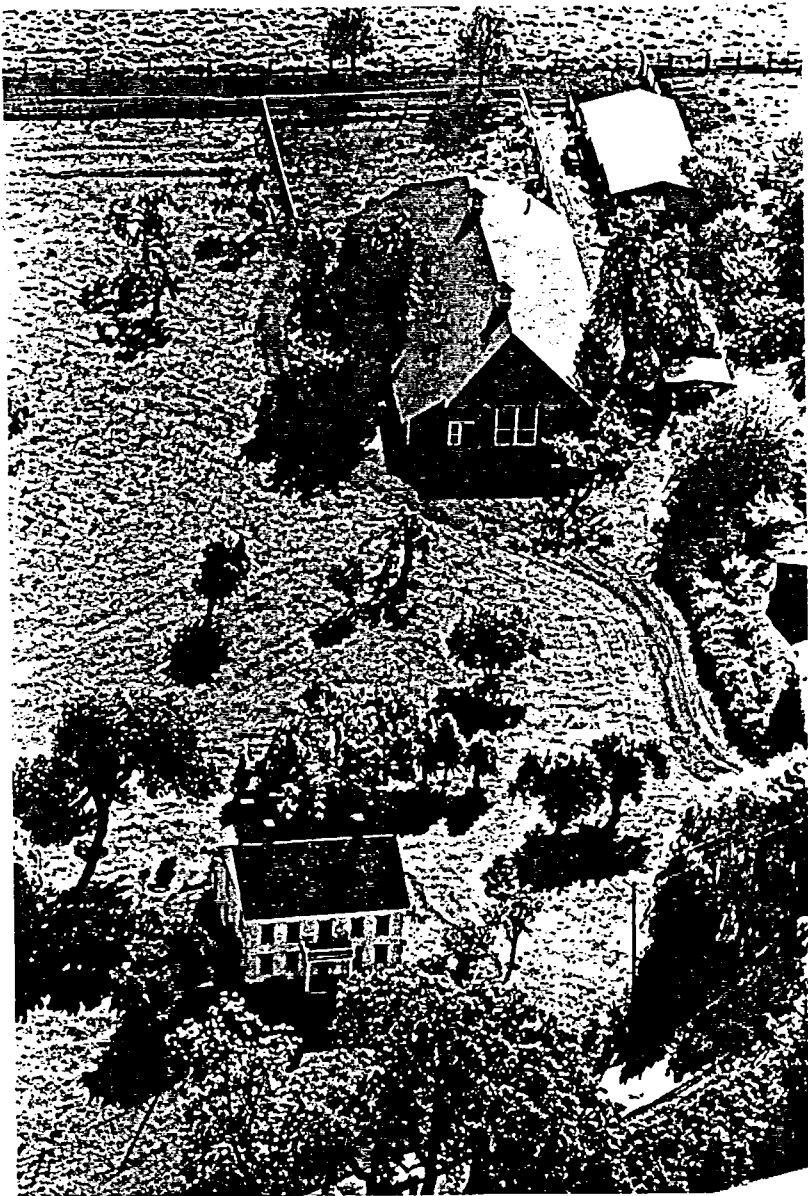
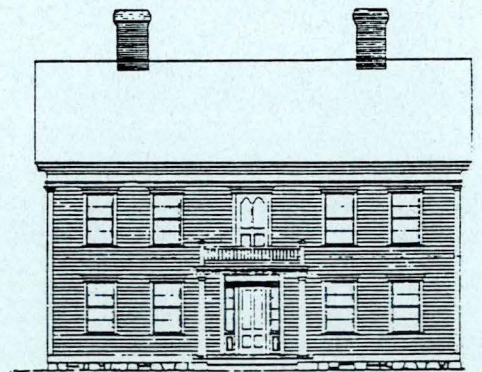


Figure 1: Air Photo of Bybee Howell House  
(OrHi 55773)



# INTRODUCTION



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# INTRODUCTION

What was once a nineteenth century Donation Land Claim homestead is now Howell Territorial Park, a sanctuary for visitors and wildlife, that has maintained its agrarian quality. Located one mile north of the Sauvie Island Bridge, Howell Territorial Park is ideally positioned to give Island visitors a better understanding and respect for the Island's natural and cultural qualities. The wetlands and farm land are representative of the abundant habitat types on Sauvie Island for migratory waterfowl traveling the Pacific flyway. The Bybee Howell House located within the Park is the only remaining house built by one of the original homesteaders and the oldest intact structure on the Island. In 1974 the house was listed on the National Register of Historic Places (Registration # 74001716).

## ■ MASTER PLAN PURPOSE

The Metropolitan Greenspaces Master Plan (1992) requires that master plans be prepared for components of the regional system of parks open spaces, natural areas, greenways and trails. Master plans guide facility development and site management to ensure that appropriate levels of access and recreational opportunities are provided while natural resources are protected.

Howell Territorial Park's combination of wildlife habitat and historic setting requires a plan that will balance human use with protection of the Park's natural and cultural resources. Enhanced opportunities for the interpretation of the natural and cultural history of Sauvie Island, as well as

recreational use, may help reduce conflicts between Island residents and visitors.

## ■ MASTER PLAN GOALS

Master Plan goals were finalized by the Project Advisory Committee and the public prior to Master Plan development. The Master Plan goals listed below are based on preserving and enhancing the special qualities of the Park:

- Protect, preserve and enhance natural and cultural resources of Howell Territorial Park while maintaining its pastoral quality.
- Provide recreational facilities and opportunities which are consistent with the character of Howell Territorial Park and compatible with its natural and cultural resources.
- Provide educational opportunities which enhance visitor understanding and appreciation of Sauvie Island's natural and cultural history.
- Serve as an orientation center for Sauvie Island.



Figure 2: Howell Lake looking Towards the Tualatin Mountains

## ■ PLANNING BACKGROUND

Multnomah County purchased Howell Territorial Park in 1962. The County's Parks Services Division managed the Park in cooperation with the Oregon Historical Society (OHS) through a contractual agreement. OHS provides cultural interpretation and public events, such as the annual Wintering-In Festival and educational workshops. In 1994 management of the Park was transferred (along with management of all of Multnomah County's regionally significant Parks) to Metro when the Regional Parks and Greenspaces Department was created. At that time the Department assumed responsibility for the contract with OHS. In 1996 Metro assumed ownership of the Park.

The purpose of Metro's Regional Parks and Greenspaces Department is to establish and maintain a regional system of interconnected natural areas, parks, trails and greenways for wildlife and people that:

- Is complimentary to the Region 2040 Growth Concept Plan.
  - Contributes to the region's quality of life and economic prosperity.
  - Balances human use with the need to protect habitat diversity.
  - Is managed in a manner that sustains natural systems over time.
  - Provides educational opportunities that inspire wise stewardship of natural resources.
  - Provides recreational opportunities integrating natural and cultural resources.
  - Is accessible and responsive to diverse human and wildlife populations.
- Is assembled and managed through a cooperative process that involves citizens, governments, and private interests.
  - Is maintained and operated in a manner that is fiscally responsible.
  - Reflects leadership in regional protection of natural systems.

The Oregon Historical Society is organized to encourage and promote the study and understanding of history of the Oregon country, within the broader context of American history; to collect, preserve, exhibit, publish and make available material of a historical character and interest; to collaborate with other groups and individuals with similar aims; and to carry on other activities of a historical educational nature. Continuing the OHS contract was natural for Metro who seeks cooperative approaches for delivering services. In a spirit of cooperation and partnership, Metro and OHS have worked closely throughout the master planning process.

Over the years the following improvements to the Park were made by the County and OHS:

- Complete restoration and furnishing of the Bybee Howell House.
- Installation of entry signage and sculpture.
- Establishment of a pioneer fruit orchard.
- Creation of picnic areas.
- Wetland enhancement for wildlife cover.
- Installation of herb garden and shrub beds around house perimeter.
- Construction of a barn for an agricultural museum and storage.

The last major Park improvements were made 25 years ago. Until recently the funding climate has not allowed for improvements at the Park. The successful passage of Metro's Open Spaces, Parks and Streams Bond Measure in 1995 provides \$275,000 for improvements at Howell Territorial Park. An additional twenty acres adjacent to the Park was purchased in 1996.

Metro has entered into a lease agreement with the Bird of Prey Rescue Northwest Inc., who plan to convert part of the barn and an adjacent outdoor area to support their mission of rehabilitating injured birds of prey.

The Park has benefited from volunteer and student organizations' efforts to enhance its resources. The Oregon District of the American Institute of Designers led OHS volunteers in the house restoration. The Oregon Archeology Society volunteered their expertise to locate historic structures on the site. The Portland Garden Club, Native Plant Society and Oregon Horticultural Society have contributed to the gardens around the house. The Home Orchard Society researched and planted fruit trees from historic root stock to create the Park's orchard. Sauvie Island Conservancy aided in planting of the 1992 wetlands enhancement project. During the master planning process students from the Green City Data Program conducted plant inventories, and EnviroCorps members designed a wetlands plan for Howell Lake.

## ■ PUBLIC PARTICIPATION

In an effort to be consistent with the values and qualities that are unique to Sauvie

Island, local public participation was a key focus of the master planning process. A Project Advisory Committee (PAC) met monthly during the planning process. During a five month period the PAC's knowledge, advice and support were obtained. Public involvement efforts include:

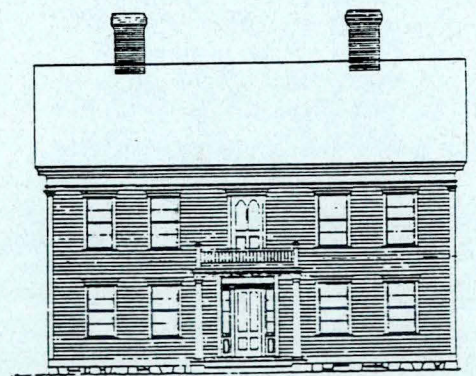
- Dialogues with Sauvie Island residents, including descendants of the Howell family. Two public workshops to invite comments during stages of the project.
- Distribution of a user survey.
- Establishment of an eight member Project Advisory Committee.
- Presentation of the Master Plan concept to the Board Member Task Force of the Oregon Historical Society.
- Distribution of the Draft Master Plan for public review and comment.
- Presentation of the Draft Master Plan to the Metro Regional Parks and Greenspaces Advisory Committee for their recommendation.
- Presentation of the Draft Master Plan to the Regional Facilities Committee of the Metro Council for their consideration and recommendation.
- Presentation of the Draft Master Plan to the full Metro Council for their approval and adoption.
- Distribution of the adopted Master Plan to the interested public.





Figure 3: Master Plan Workshop October 1995

# EXISTING CONDITIONS



# EXISTING CONDITIONS

## ■ LOCATION

Howell Territorial Park is located on approximately 93 acres off of Sauvie Island Road at 13605 NW Howell Park Road. It is in Section 21 of Township 2N and Range 1W. The master planning area includes the existing Park and the tax lot adjoining its southeast boundary (see Figure 4). Farms abut the Park to the north and south, the Gilbert River borders the Park to the east, and Sauvie Island Road and Multnomah Channel to the west.

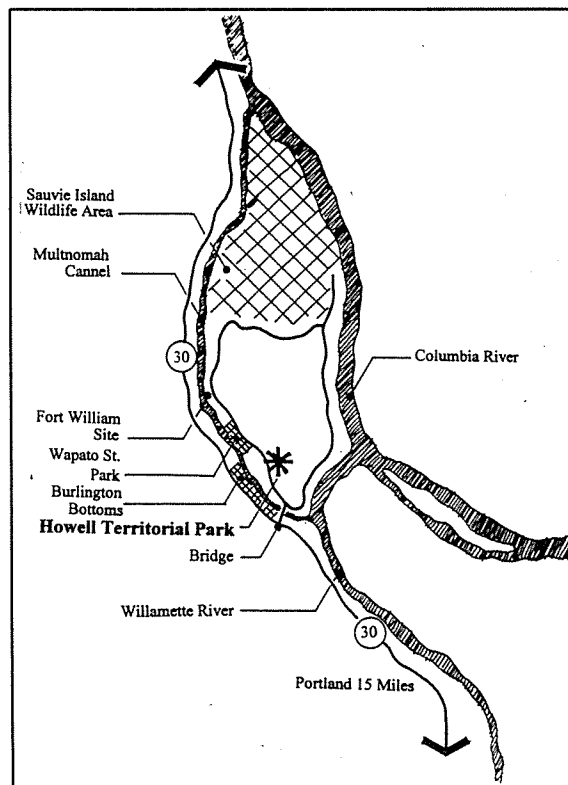


Figure 4: Location Map

## ■ ZONING

Multnomah County's Comprehensive Framework Plan Policy 16-G and the Comprehensive Framework Plan Map designate Howell Lake, the Gilbert River and other Park wetlands as significant in the County's Goal 5 Natural Resource Inventory.

### Exclusive Farm Use (EFU)

The Park and contiguous properties are all zoned for exclusive farm use. Multnomah County Zoning Ordinance Section 11.15.2002 states

*"The purposes of the Exclusive Farm District are to preserve and maintain agricultural lands for ...open spaces: to conserve and protect scenic resources, to maintain and improve ...quality of land resources of the County..."*

Living history museums, parks, recreational uses and community centers are conditionally allowed uses on EFU land. A case in point is the golf course that Multnomah County conditionally approved on EFU land nearby the Park.

### Subdistricts

Multnomah County's Zoning Map designates two subdistricts at the Park; Community Service Use and the Willamette River Greenway. Although not designated on the County's Zoning Map, the Flood Hazard Subdistrict also applies.

**Community Service Use:** Multnomah County issued Community Service Use approvals for the Park in 1963, 1968, 1969 and 1974 for land acquisition and related park development. MCC Section

11.15.7005 provides review and approval criteria for Community Service Use.

**Willamette River Greenway (WRG):**

The Willamette River Greenway subdistrict applies to the entire Park property. MCC Section 11.15.6350 states *"The purposes of the Willamette River Greenway subdistrict are to protect, conserve, enhance, and maintain the natural, scenic, historical, agricultural, economic, and recreational qualities of lands along the Willamette River;... to establish criteria, standards and procedures for the intensification of uses, change of uses, or the development of lands within the Greenway."* Review and approval for uses in this subdistrict are provided in MCC Sections 11.15.6350 - 11.15.6374.

Notwithstanding the WRG designation, MCC Section 11.15.6358 (F) states *"A Greenway Permit shall not be required for activities to protect, conserve, enhance and maintain recreational, scenic, historical and natural uses on public lands;"*

**Flood Hazard District (FH):** Areas of the park within the 100 year flood boundary are subject to the provisions of MCC Sections 11.15.6301 - 11.15.6323 of the Flood Hazard subdistrict. MCC .6301 states that *"the provisions of MCC .6301 - .6323 apply to all areas within the 100-year Flood Boundary as identified on the Flood Boundary and Floodway Maps and the Flood Insurance Rate Maps as published by the Federal Emergency Management Agency (FEMA)."*

**Other Designations:** The Sauvie Island Drainage Improvement Company owns and maintains the Island's dike system and associated pumping facilities. Metro pays an annual assessment to the Company for

dike maintenance. Any modification of the dike area needs to be reviewed by the Drainage Improvement Company.

## ■ HYDROLOGY

Flooding has had a major influence on portions the site and Island and on the way land uses have developed. Over time floods have created land masses from deposited soils and subsequently shaped them. The floods which were once common, not only deposited the rich alluvium, but also tended to limit development on the Island to the few spots above the floodplain. When the dikes were constructed, flooding decreased significantly. With more stabilized land forms agricultural uses diversified. Island waterways, such as the Gilbert River no longer had a natural outflow.

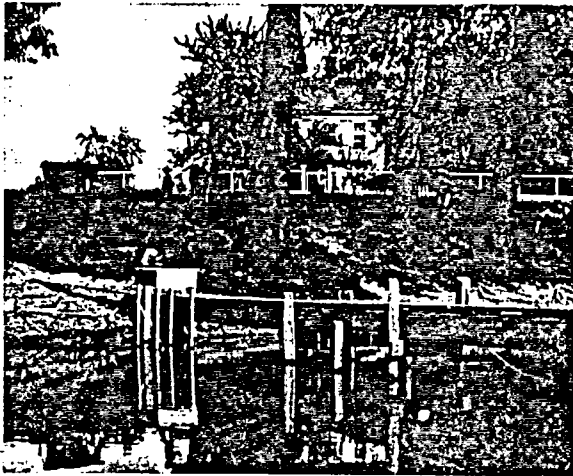


Figure 5: A view from Multnomah Channel of the Bybee Howell House prior to Dike Construction. (OrHi 11507)

Flooding continues to influence construction to a certain extent. Only a small area of the Park is above the 100-year floodplain. Finished floor elevations of occupied structures must be one foot above the floodplain to obtain a building permit.

In addition to potential flooding, four water bodies influence the site-- a shrub / scrub

wetland, Howell Lake, the Gilbert River and Multnomah Channel.

### **Shrub / Scrub Wetland**

A shrub / scrub wetland is located in the northwest corner of the Park. Apparently in the past, the wetland's water was supplemented by a hole in the Multnomah Channel dike. Historic photos of the wetland show a significantly greater amount of water. Since the hole's repair the water level has lowered and now is determined by annual precipitation and ground water.

### **Howell Lake**

Howell Lake is actually a large freshwater wetland. Historically, the lake would fluctuate with the seasonal flooding and occasionally become dry in the summer. In 1992 Multnomah County received grant funding for a wetland enhancement project at Howell Lake which added a well and submersible water pump to maintain the lake at a desired level. The pump supplies approximately 220 gallons per minute.

An earthen dike separates Howell Lake from the Gilbert River. Water flows between the Lake and the Gilbert River via a culvert through the dike. The dike is used by cattle to access the back pasture. High water conditions in the winter have caused the dike to breach. If not repaired, the lake will drain. Repairs to the dike require use of heavy equipment in an area that is difficult to access. The recent purchase of property allows improved access for the dike's maintenance.

### **Gilbert River**

A section of the Gilbert River defines the eastern boundary of the site. The Gilbert River collects much of the storm water and irrigation run-off on the Island. The River



corridor provides important food and cover for a variety of wildlife.

### **Multnomah Channel**

Multnomah Channel was once a significant influence on the property, but today has little impact. The adjacent dike, which was constructed in the late 1930's has physically and visually disconnected the property from the Channel. The Channel is an important corridor for fish and wildlife migration. It also serves the region as a recreational resource.

## **■ TOPOGRAPHY**

Immediate clues of land formation can be observed when entering the site. The rolling ground below the dike was formed by wind and water movement. The house is sited on a terrace of alluvium which was deposited by past floods. Just to the south of the house, the sharp break in the topography indicates the cutting action of an ancient river channel. Slopes on this ancient river bank are prohibitively steep for construction purposes. This is the only location on the site where steep slopes limit development.

## **■ SOILS**

Three soil types are predominate on the site: Sauvie Island silt loam, Burlington fine sandy loam, and Moag silt clay loam. Each has characteristics which help support specific types of plants.

Sauvie Island silt loam is the predominate soil type and is found on most of the level areas of the Park. Deposition of this soil by flooding continued until the dikes were constructed. It is characteristically poorly drained but supports agricultural crops.

Burlington fine sandy loam is laid over a gravel bed and is well drained. This soils is found near the house and around the oak grove.

Moag silt clay loam soil is found around and under the small wetland and the Lake. This hydric soil is very poorly drained and supports wetland vegetation.

## ■ VEGETATION COMMUNITIES

Upland and wetland plant communities typical of the Island are found at the Park. Soils, topography, land management, and hydrology all contribute to vegetation diversity at the Park. Upland and wetland communities are described below and are shown on Figure 8, Vegetation Communities. No rare, threatened or endangered species were observed during site visits or are known to exist on the site.

### Upland Vegetation

**Pasture:** A large portion of the site is currently pasture and is regularly mowed, grazed or hayed. Dominant vegetative species are non-native pasture grasses and forbs. Invasive plants, such as tansy and thistle, are a common problem and are controlled by mowing and occasional site specific herbicide treatment.

Seven large oak trees are located in the pasture. They are a remnant of the Savanna oaks community which has existed on higher areas of the Island for hundreds of years. Common plants in the pasture are as follows:

<b>Trees:</b>	
<i>Quercus garryana</i>	Oregon white oak
<b>Shrubs:</b>	
<i>Rubus discolor</i>	Blackberry
<b>Herbaceous:</b>	
<i>Bellis perennis</i>	Lawn daisy
<i>Cirsium arvense</i>	Canada thistle
<i>Cirsium vulgare</i>	Bull thistle
<i>Hosta sp.</i>	Plantain lily
<i>Lolium perenne</i>	Rye grass
<i>Ranunculus sp.</i>	Buttercup
<i>Tanacetum vulgare</i>	Tansy ragwort
<i>Trifolium s.p</i>	Clover

**Hedgerows:** Fence lines on the south and north property lines are planted in hedgerows. The hedgerows provide food

sources, cover, and nesting for wildlife. The hedgerows also provide visual screens from adjoining properties. Common plants in the hedgerows include:

#### **Trees:**

<i>Alnus rubra</i>	Red alder
<i>Malus sp.</i>	Crabapple
<i>Prunus sp.</i>	Cherry
<b>Shrubs</b>	
<i>Crataegus douglasii</i>	Douglas hawthorn
<i>Rosa sp.</i>	Rose
<i>Rubus discolor</i>	Himalyan blackberry

**Forest:** Small mixed deciduous forested areas are located in various areas on the Park property. Common plants in these areas include:

#### **Trees:**

<i>Acer macrophyllum</i>	Bigleaf maple
<i>Alnus rubra</i>	Red alder
<i>Prunus sp.</i>	Cherry (cultivar)
<i>Prunus sp.</i>	Plum (cultivar)
<i>Prunus emarginata</i>	Bitter cherry
<i>Quercus garryana</i>	Oregon white oak

#### **Shrubs:**

<i>Corylus sp.</i>	Filbert (cultivar)
<i>Crataegus douglasii</i>	Douglas hawthorn
<i>Cytisus scoparius</i>	Scots broom
<i>Holodiscus discolor</i>	Ocean spray
<i>Rosa multiflora</i>	Multiflora rose
<i>Rubus discolor</i>	Himalayan blackberry
<i>Salix scouleriana</i>	Scouler willow

#### **Herbaceous:**

<i>Agropyrens repens</i>	Quack grass
<i>Agrostis sp.</i>	Bentgrass
<i>Anthoxanthum odoratum</i>	Sweet vernal grass
<i>Artemisia douglasiana</i>	Douglas sagewort
<i>Barbarea orthoceras</i>	American wintercress
<i>Cerastium arvense</i>	Chickweed
<i>Cirsium arvense</i>	Canada thistle
<i>Cirsium vulgare</i>	Bull thistle
<i>Chrysanthemum leucanthemum</i>	Oxeye daisy
<i>Digitalis purpurea</i>	Foxglove
<i>Festuca arundinacea</i>	Tall fescue
<i>Geranium molle</i>	Dovefoot geranium
<i>Holcus lanatus</i>	Velvet grass
<i>Hypochaeris radicata</i>	False dandelion
<i>Plantago major</i>	Common plantain
<i>Pteridium aquilinum</i>	Bracken fern

**House Grounds / Orchard:** Foundation plantings have been installed around the perimeter of the house. A number of mature fruit, nut and ornamental trees are growing near the house. A garden plot located to the east of the house is dominated by a few hardy species, such as mint. Douglas fir trees were planted to the north of the house in the 1970's.

The orchard was planted by the Home Orchard Society in 1974. Cuttings from historic fruit trees (brought to the West in the 19th Century) were grafted to dwarf root stock to create the present orchard. The orchard contains a variety of different apple, pear, and plum trees. A list of the apple tree varieties planted in the orchard can be found in the Appendix.

In 1985 the virus anthracnose was detected in some of the trees. Efforts to re-stock the orchard have failed due to the lack of funding for ongoing care and maintenance.

**Trees:**

<i>Juglans nigra</i>	<i>Black walnut</i>
<i>Prunus sp.</i>	<i>Cherry</i>
<i>Pseudotsuga menziesii</i>	<i>Douglas fir</i>
<i>Salix babylonica</i>	<i>Weeping willow</i>

**Shrubs:**

<i>Euonymus sp.</i>	<i>Euonymus</i>
<i>Hydrangea macrophylla</i>	<i>Hydrangea</i>
<i>Mahonia aquifolium</i>	<i>Oregon grape</i>
<i>Syringa sp.</i>	<i>Lilac</i>

**Herbaceous:**

<i>Hosta sp.</i>	<i>Hosta</i>
<i>Mentha sp.</i>	<i>Mint</i>
<i>Polystichum munitum</i>	<i>Sword fern</i>
<i>Vinca minor</i>	<i>Vinca</i>



Figure 6: Orchard at Howell Territorial Park

**Wetland and Riparian Vegetation**

Palustrine and riverine vegetation communities are found on the site. These are described below.

**Shrub/Scrub Wetland:** A small wetland is located just to the north of the house. Dominant vegetation in this wetland includes smartweed and bidens (beggars tick) in the lowest portions of the wetland, and willows and reed canary grass along the edges. Smartweed is an important food source for waterfowl. Reed canary grass and blackberries are beginning to dominate and deplete the food sources for waterfowl.

This type of seasonal wetland with shrubs and herbaceous vegetation was common on the Island prior to water control practices. It is still common at the Island's wildlife management areas. Seasonal wetlands serve as a very important wildlife habitat for migrating birds. Plants common to the shrub/scrub wetland include:



**Trees:**

<i>Alnus rubra</i>	Red alder
<i>Fraxinus latifolia</i>	Oregon ash
<i>Populus trichocarpa</i>	Black cottonwood

**Shrubs:**

<i>Cornus stolonifera</i>	Creek dogwood
<i>Crataegus douglasii</i>	Douglas hawthorn
<i>Pyrus fusca</i>	Crabapple
<i>Rhamnus purshiana</i>	Cascara
<i>Ribes sp.</i>	Gooseberry
<i>Rosa nutkana</i>	Nootka rose
<i>Rubus discolor</i>	Himalayan blackberry
<i>Rubus parviflorus</i>	Thimbleberry
<i>Rubus ursinus</i>	Trailing blackberry
<i>Salix lasiandra</i>	Pacific willow
<i>Salix sitchensis</i>	Sitka willow
<i>Sambucus racemosa</i>	Red elderberry
<i>Spiraea douglasii</i>	Douglas spiraea
<i>Symphoricarpos albus</i>	Snowberry

**Herbaceous:**

<i>Aruncus sylvestris</i>	Goatsbeard
<i>Athyrium filix-femina</i>	Lady fern
<i>Bidens frondosa</i>	Beggars tick
<i>Carex deweyana</i>	Dewey's sedge
<i>Galium aparine</i>	Bedstraw
<i>Glechoma hederacea</i>	Ground ivy
<i>Impatiens capensis</i>	Jewelweed
<i>Lysimachia nummularia</i>	Moneywort
<i>Phalaris arundinacea</i>	Reed canary grass
<i>Polygonum amphibium</i>	Water smartweed
<i>Polystichum glycyrrhiza</i>	Licorice fern
<i>Polystichum munitum</i>	Sword fern
<i>Ranunculus repens</i>	Creeping buttercup
<i>Rumex occidentalis</i>	Western dock
<i>Solanum dulcamara</i>	Bittersweet nightshade
<i>Tellima grandiflora</i>	Fringe-cup

**Emergent Wetland:** Howell Lake is primarily open water with about 5% of the surface area covered with emergent aquatic vegetation.

Wetland plant composition consists of two dominant species; reed canary grass and soft rush. Other plant species make up only a small percent of the vegetation in the Lake basin. Wapato is one of these plants. Historically wapato was an important food source for Native Americans and was so abundant on the Island that Lewis and Clark named it Wapato Island. The plant

can still be found on the east side of the Lake.

One of the objectives of the wetlands enhancement project, completed in 1992, was to provide additional wildlife cover on the perimeter of the Lake. These plantings have had only marginal survival rates. Plants common to the Lake include:

**Trees:**

<i>Fraxinus latifolia</i>	Oregon ash
<i>Populus trichocarpa</i>	Black cottonwood

**Shrubs:**

<i>Crataegus douglasii</i>	Douglas hawthorn
<i>Rosa spp.</i>	Wild rose
<i>Salix spp.</i>	Willow

**Herbaceous:**

<i>Carex sp.</i>	Sedge
<i>Juncus effusus</i>	Soft rush
<i>Phalaris arundinacea</i>	Reed canary grass
<i>Thypha latifolia</i>	Broad-leaved cattail

**Riparian Forest:** A narrow band of riparian vegetation exists along the Gilbert River and the culvert outfall of Howell Lake. Common vegetation along the Gilbert River corridor includes:

**Trees:**

<i>Acer macrophyllum</i>	Bigleaf maple
<i>Fraxinus latifolia</i>	Oregon ash
<i>Prunus sp.</i>	Cherry (cultivar)
<i>Prunus sp.</i>	Plum (cultivar)
<i>Prunus emarginata</i>	Bitter cherry

**Shrubs:**

<i>Corylus sp.</i>	Filbert (cultivar)
<i>Crataegus douglasii</i>	Douglas hawthorn
<i>Cytisus scoparius</i>	Scots broom
<i>Holodiscus discolor</i>	Ocean spray
<i>Rosa multiflora</i>	Multiflora rose
<i>Rubus discolor</i>	Himalayan blackberry
<i>Salix scouleriana</i>	Scouter willow

**Herbaceous:**

<i>Barbarea orthoceras</i>	American wintercress
<i>Borago officinalis</i>	Borage
<i>Cerastium arvense</i>	Chickweed
<i>Chrysanthemum leucanthemum</i>	Oxeye daisy
<i>Festuca arundinacea</i>	Tall fescue

## ■ WILDLIFE

The habitat types found on and around the Park attract the many species of birds and mammals which are found elsewhere on the Island. Sauvie Island is located on the Pacific flyway for migratory waterfowl. Since 1947, nearly 12,000 acres of the Island are managed for wildlife use.

Unlike the Sauvie Island Wildlife Refuge, waterfowl in the Park are protected from hunting. The site contains habitat suitable for reproduction and the rearing of young for some resident species such as waterfowl and song birds. Some waterfowl visit the site only briefly during migration periods or are occasionally observed. During the course of the Master Plan project eight species of ducks were observed on the Lake.

Bald eagle (*Haliaeetus leucocephalus*), a threatened species has been observed on the site. The following is a list of species which are common to the Park and Island.

### Common Mammals:

<i>Canis latrans</i>	Coyote*
<i>Castor canadensis</i>	Beaver*
<i>Didelphis marsupialis</i>	Opossum*
<i>Eptesicus fuscus</i>	Big brown bat
<i>Eutamias amoenus</i>	N.W. Chipmunk*
<i>Mephitis mephitis</i>	Striped skunk
<i>Microtus sp.</i>	Camas pocket gopher
<i>Microtus townsendii</i>	Townsend's vole
<i>Myotis lucifugus</i>	Little brown bat
<i>Myocaster coypus</i>	Nutria*
<i>Odocoileus hemionus col.</i>	Black-tailed deer
<i>Procyon lotor</i>	Raccoon
<i>Sorex vagrans</i>	Vagrant shrew
<i>Sylvilagus bachmani</i>	Brush rabbit
<i>Tamiasciurus sp.</i>	Calif. ground squirrel*
<i>Vulpus vulpus</i>	Red fox

### Common Birds:

<i>Agelaius phoeniceus</i>	Red winged blackbird
<i>Anas arecca</i>	Green winged teal*
<i>Anas cyanoptera</i>	Cinnamon teal*
<i>Anas platyrhynchos</i>	Mallard*
<i>Aix sponsa</i>	Wood duck*
<i>Ardea herodias</i>	Great blue heron*
<i>Branta canadensis</i>	Canada goose*
<i>Buteo jamaicensis</i>	Red tailed hawk
<i>Callipepla californica</i>	California quail
<i>Cathartes aurea</i>	Turkey vulture
<i>Circus cyaneus</i>	Marsh hawk
<i>Falco sparverius</i>	American kestrel
<i>Fulica americana</i>	American coot*
<i>Mergus merganser</i>	Common merganser*
<i>Phasianus colchius</i>	Ring-necked pheasant
<i>Picoides pubescens</i>	Downy woodpecker
<i>Picoides villosus</i>	Hairy woodpecker
<i>Tyto alba</i>	Barn owl
<i>Xanthocephalus Xan.</i>	Yel. headed blackbird

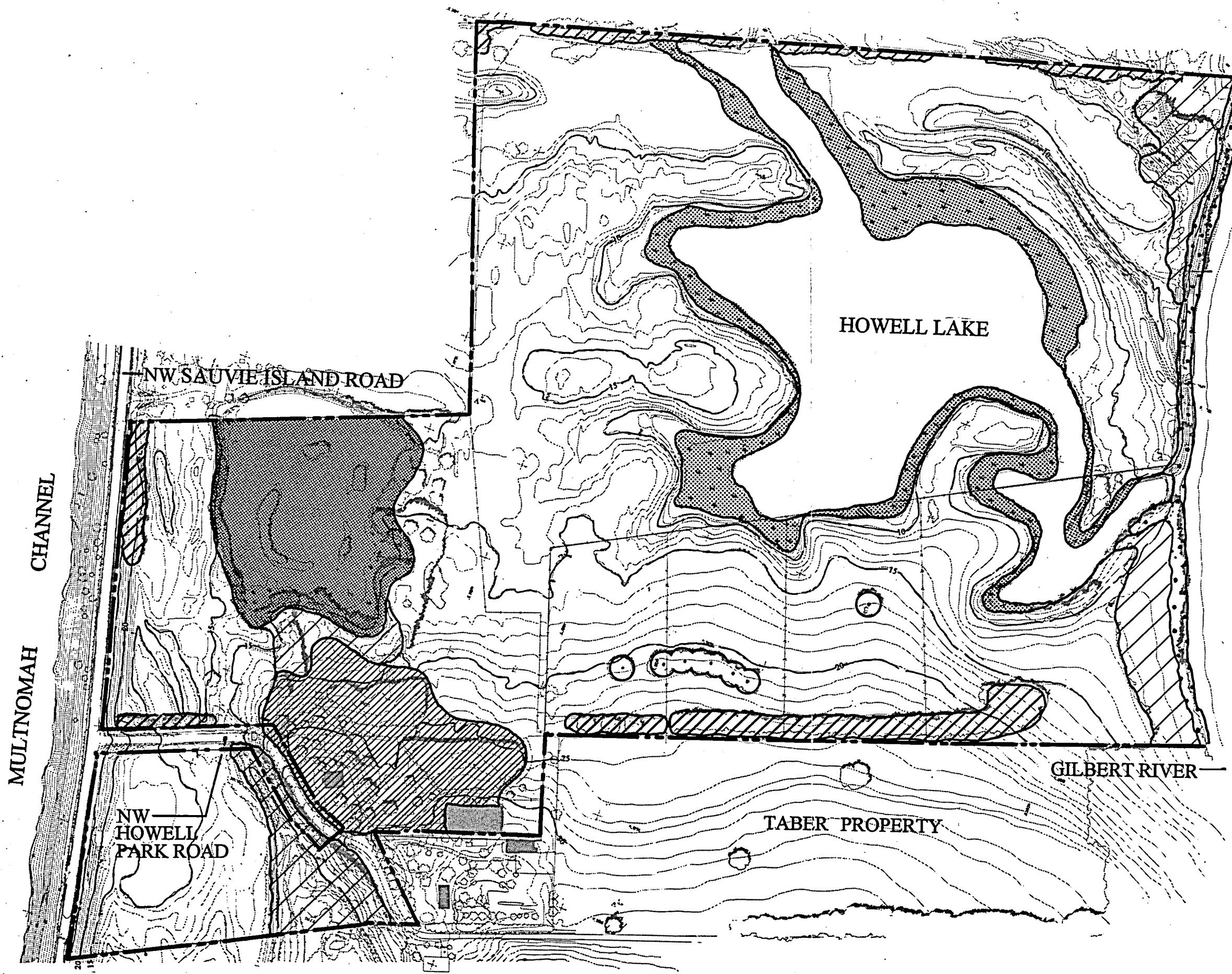
### Common Reptiles and Amphibians:

<i>Hyla regilla</i>	Pacific tree frog*
<i>Rana aurora aurora</i>	Red-legged frog*
<i>Rana aurora</i>	Western fence lizard
<i>Thamnophis ordinoides</i>	N.W. garter snake*
<i>Thamnophis sirtalis</i>	
<i>concinus</i>	R. spotted garter snake

\*Observed on site during master plan process



Figure 7: Ducks on Howell Lake



**Figure 8**  
**Vegetation Communities**

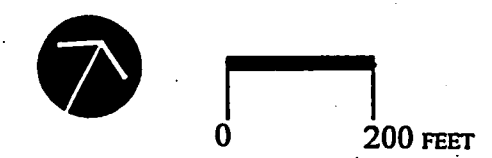
- Upland**
- Pasture
  - Hedgerows
  - Forest
  - House Grounds / Orchard
- Wetland / Riparian**
- Emergent
  - Shrub / Scrub
  - Riparian
- 20— 5' Contour  
 ~~~~~ 1' Contour

**Howell Territorial Park  
@ Metro**

Notes:

Map Source: USGS quarter section quadrangles were used for property acquired in 1996 and Taber property. Metro Survey Information was used for remainder of Park.

100 Year Floodplain is approximately Elevation 27.



## ■ ARCHEOLOGY

An archeological survey was completed by the Oregon Archeological Society in association with Portland State University in the summer of 1993 to locate historic structures. No conclusive evidence of historic structure locations resulted from the survey but some historic artifacts were found.

Although a number of Native American archeological sites have been identified on Sauvie Island, a survey of that nature has not been completed for the Park property.



**Figure 9: Salmon Fishing on Sauvie Island**  
(OrHi 53858)

## ■ ROADS AND PARKING

### Roads

Howell Park Road provides access to the site from Sauvie Island Road. Multnomah County owns and maintains Howell Park Road to the Park's maintenance entry. South of the maintenance entry, Howell Park Road becomes a private drive which is maintained by adjacent property owners. A portion of this private drive is located within the park boundary.

The maintenance road provides vehicle and emergency access to the barn, house and grounds. The roads are described in Table 1 below.

**Table 1: Roads**

| Road            | Width  | ROW    | Surface | Length  |
|-----------------|--------|--------|---------|---------|
| Howell Park Rd. | 20 ft. | 60 ft. | Asphalt | 790 ft. |
| Maintenance Rd. | 10 ft. |        | Gravel  | 395 ft. |
| Private Road    | 14 ft. |        | Gravel  | 290 ft. |

### Parking

Two parking areas are provided on the north and south side of Howell Park Road. These are described in Table 2 below.

**Table 2: Parking**

| Area        | # Cars | Surface | Use   | Season    |
|-------------|--------|---------|-------|-----------|
| North Field | 295    | Grass   | Park  | June-Sept |
| South Field | 310    | Grass   | Event | June-Sept |

### Pedestrian Circulation

Park visitors enter the site at a fence opening between the north parking area and the Park grounds. There are no trails in the Park. Visitor circulation is informal.

## ADA Compliance

Americans with Disabilities Act (ADA) was signed into law in 1990, and requires that access to facilities or other experiences be available to people of all physical abilities. Parking, grounds, picnic areas, buildings, and restrooms were constructed prior to existence of the ADA law therefore they are not in compliance.

## ■ STRUCTURES

Existing structures are described in Table 3 and shown on Figure 12, Existing Site Improvements.

### House

The house and museum are open on weekends during the summer from June through September, between 12:00 noon and 5:00 p.m. An interpreter staffs the house, conducts tours and answers visitors' questions. There is no admission fee, although a donation is requested.

The Greek Revival style house was built by James Bybee in 1858. The house was acquired by Multnomah County in 1962. Restoration of the house was completed in 1969.



**Figure 10: Bybee Howell House restoration (OrHi 54457)**

House Furnishings supplied by OHS are typical of a Donation Land Claim family of the 1858-1885 period and are intended to reflect how a family would have lived in Oregon at that time.

### Barn

The barn was built for storage purposes and an agricultural museum was added in 1980. Public restrooms and a small office/kitchen/meeting room are located at the northwest corner of the building. The barn's second floor is unfinished. Approximately one-quarter of the barn has been leased to the Birds of Prey Rescue Northwest, Inc., a program that rehabilitates injured raptors for release back into the wild.

Table 3: Existing Structures

| Building | Yr. Built | Size (SF) | Construction                   |
|----------|-----------|-----------|--------------------------------|
| House    | 1858      | 1880      | Stone Foundation<br>Wood Frame |
| Barn     | 1969      | 8820      | Slab on Grade<br>Wood Frame    |
| Cabin    | 1970's    | 150       | Open Front /<br>Log            |

The museum's collection of farm implements is typical of use in Oregon from the 1890's through 1920, and are not necessarily representative of agricultural practices specific to Sauvie Island.

Featured items include a fanning mill, hop baler, tack shop and domestic labor saving devices of the time such as cream separator and butter churn. In 1996 living history workshops were offered on weekends in the summer similar to those previously offered during the summers of 1984, 1986 and 1987.

### Finnish Cabin

A small three sided cabin with an open front is located between the barn and the house. The cabin was originally constructed for an exhibit at Oregon Historical Society.

## ■ OTHER IMPROVEMENTS

### Fencing and Gates

The different types of fencing used in the Park are described in Table 4 below. A significant amount of barbed wire fencing is used on the site. Some sections are remnants of previous farm activities; others are used to manage cattle and limit access to the Lake. A break in the barbed wire fencing between the parking area and the house designates the entry into the Park.

Tamarack split rail fencing of the Period was brought in from Enterprise, Oregon. The fencing is located in front of the house and along two sides of the orchard. Sections of the wood are in poor condition.

Table 4: Fencing and Gates

| Type          | Lineal Feet | Quantity |
|---------------|-------------|----------|
| Barbed Wire   | 12,000      |          |
| Split Rail    | 500         |          |
| Chain Link    | 200         |          |
| Cable Gate    |             | 2        |
| Wooden Gate   |             | 1        |
| Pasture Gates |             | 11       |

### Signs

Two signs are located at the park entry. One sign lists Park regulations and the other is the Park identification sign.

## Picnic Area

Uses for the expansive grassy areas that surround the house include casual and organized picnics, weddings, private parties, and special events such as Wintering-In and educational programs.

The OHS Wintering-In Festival occurs at the end of every September and attracts thousands of people to the Park for a weekend of historic activities, living history demonstrations, food and entertainment.

Park furnishings are listed in Table 5 below.

**Table 5: Park Furnishings**

| Item              | Number | Material    |
|-------------------|--------|-------------|
| Picnic Tables:    | 15     | Wood /Steel |
| Barbecue:         | 1      |             |
| Park Entry Signs: | 2      | Wood Signs  |
| Sculpture:        | 1      | Metal       |

## Farm Area

The pasture portion of the Park is grazed through an agreement with Mrs. Marge Taber, a descendent of Thomas Howell who grew up on the property. Metro will honor the agreement with Mrs. Taber until 1999 on the original Park lands and until the year 2003 on the recently purchased twenty acres. At that time Metro can choose to continue the grazing agreement on an annual basis. Cattle grazing is currently considered a management tool for the pasture.

## ■ UTILITIES

Figure 11, Existing Utilities shows above and below ground utilities at the Park. Table 6 below describes the underground utility systems.

**Table 6: Existing Underground Utilities**

### ■ Water System One

**Water :** Potable  
**Location:** House Basement  
**Use:** Provides water for house, barn and grounds maintenance.

### Pump

**Capacity:** Unknown  
**Water Lines:** 328' from house to barn;  
Hose-bibs at house and barn

### System Two

**Water:** Potable  
**Location:** Pasture  
**Use:** Howell Lake water supplement

**Depth:** 87'  
**Pump Type:** 7.5 HP submersible

### Pump

**Capacity:** 220 Gallons Per Minute  
**Water lines:** 570' of 4" PVC discharge line to wetland  
75' of ¾" PVC to watering trough

**Well I. D. #:** Mult. 609

### ■ Electrical

**Provider:** PGE  
**Service:** 120/240 volt to house and barn for lighting, and equipment.

**Service:** 700' of 3-phase to #2 well pump for supplemental water for wetland.

### ■ Natural Gas

**Provider:** Northwest Natural Gas  
**Use:** Heating for barn and house

### Telephone

One private telephone line is located in the barn with an extension in the house. The phone is not available for public use.

### Alarm

An ADT alarm system was installed at the site in the 1960's. The system was updated in the 1970's by Phillips Electronics.

### Septic

A septic system was installed to serve the barn restrooms. This system is approximately 30 years old. No maintenance records exist for this system and little is known about its suitability for future use.

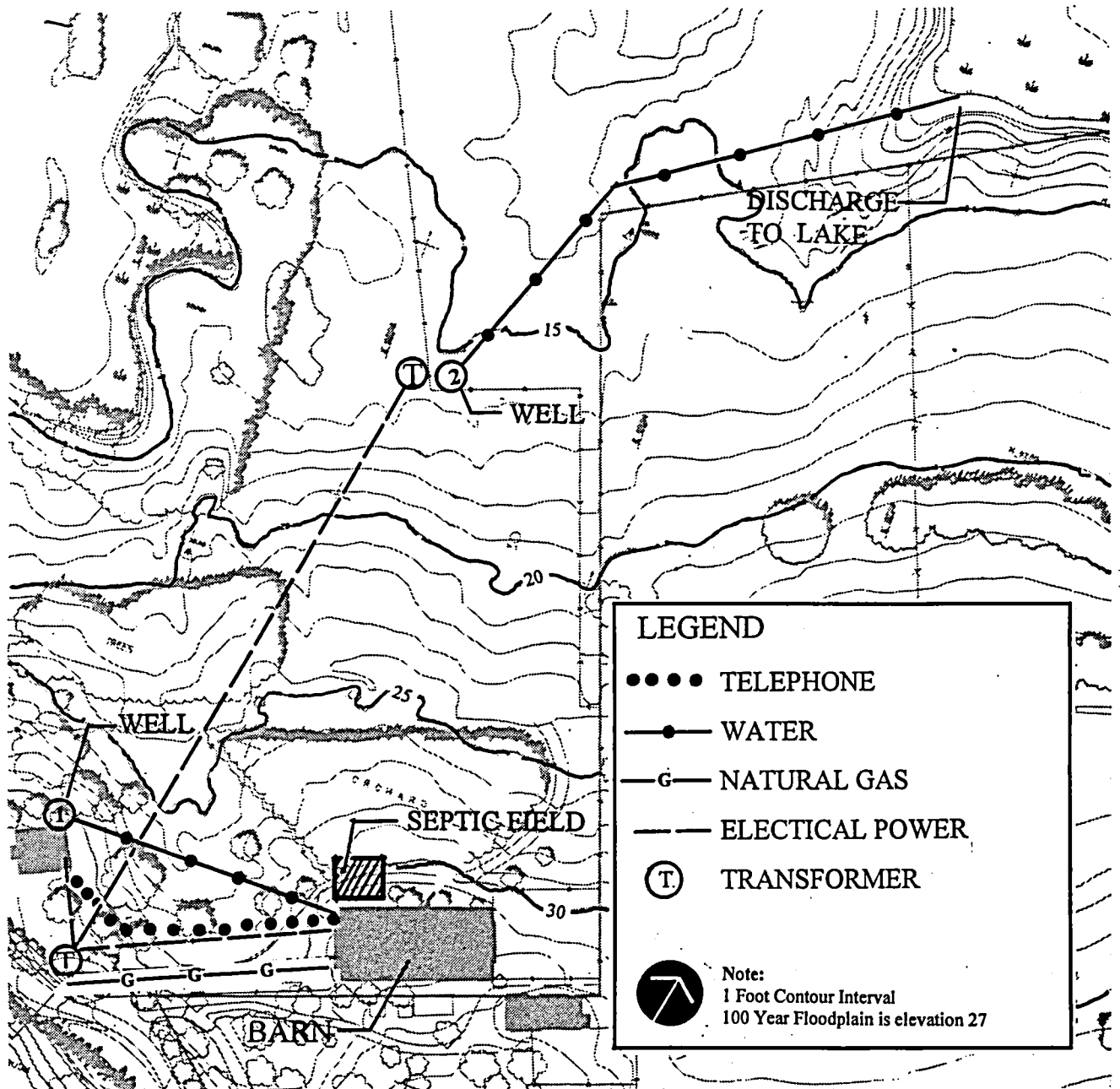


Figure 11: Existing Utilities Locations



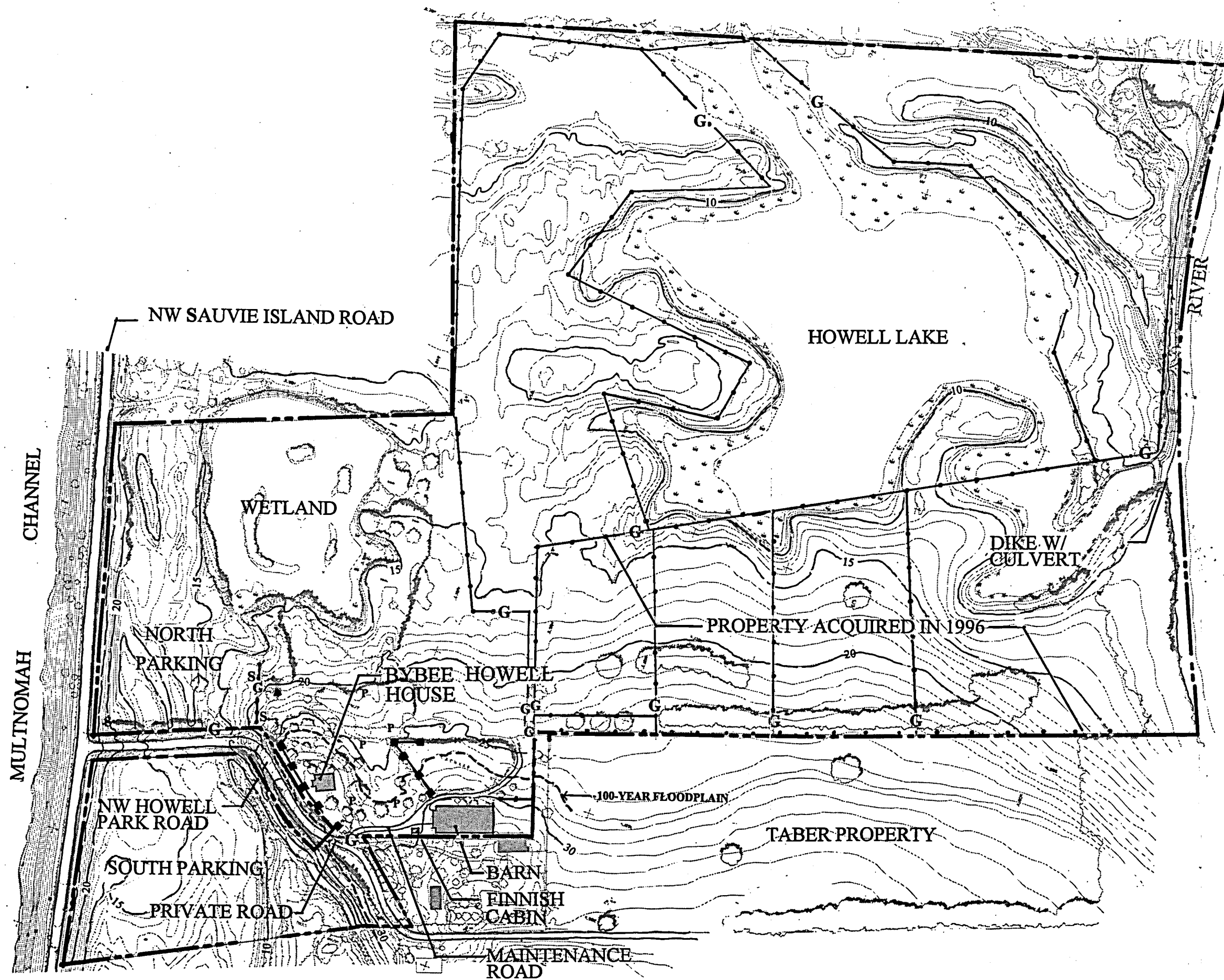


Figure 12

## Existing Site Improvements

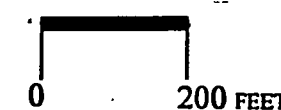
- Property Line
- 100 Year Flood Plain
- Barbed Wire Fence
- Spilt Rail Fence
- G Gate
- P Picnic Table
- S Park Sign
- ▲ Sculpture
- 20 — 5' Contour
- 1' Contour

## Howell Territorial Park @ Metro

### Notes:

Map Source: USGS quarter section quadrangles were used for property acquired in 1996 and Taber property. Metro Survey Information was used for remainder of Park.

100 Year Floodplain is approximately Elevation 27.



## ■ MANAGEMENT ROLES AND RESPONSIBILITIES

Tables 7 and 8 below show Metro's and OHS' annual expenditures and revenue income for 1995-1996 related to their responsibilities at the Park.

### Metro Role

Metro owns and maintains the land, buildings and related improvements at the Park. Metro occasionally conducts natural history education programs for the public. Metro administers a \$20,600 contract with OHS for services related to historical interpretation and visitor services at the Park. The scope and detail of the contract is reviewed and renewed annually. Metro contributes \$10,300 of the contract which Multnomah County matches with \$10,300.

| Table 7: Expenditures for 1995-1996<br>Metro and OHS |                              |         |             |                             |             |          |
|------------------------------------------------------|------------------------------|---------|-------------|-----------------------------|-------------|----------|
| Metro                                                |                              |         | Amount (\$) | OHS                         | Amount (\$) |          |
| Operations/<br>Maintenance                           | Drainage District Assessment |         |             | Telephone                   |             |          |
|                                                      | Elect. (Wetland Pump)        |         |             | Heat for House and Barn     |             |          |
|                                                      | Alarm Permit Fee             |         |             | Electrical (House and Barn) |             |          |
|                                                      | Landscape Equip              |         |             | Travel / Mileage            |             |          |
|                                                      |                              |         |             | Service Expenses            |             |          |
|                                                      |                              |         |             | Wintering-In Expenses       |             |          |
|                                                      |                              |         |             | Materials and supplies      |             |          |
|                                                      |                              |         | \$11,546    |                             |             | \$11,196 |
| Personnel                                            | Park Supervisor              | .10 FTE | 6,500       | Site Manager                | .25 FTE     | 9,620    |
|                                                      | Grounds Crew                 | .50 FTE | 16,780      | Curator                     | .03 FTE     | 900      |
|                                                      |                              |         |             | Interpreter                 | .14 FTE     | 1,887    |
|                                                      |                              |         |             | Events Staff                | .25 FTE     | 8,660    |
|                                                      |                              |         |             | Security                    | .01 FTE     | 625      |
|                                                      |                              |         |             | Maintenance/Janitor         | .09 FTE     | 4,500    |
|                                                      |                              |         |             | Wintering-In Staff          | .40 FTE     | 15,620   |
|                                                      |                              |         |             |                             |             |          |
| Contract                                             | Metro Payment to OHS         |         | \$10,300    |                             |             |          |
| Total Expenditures                                   |                              |         |             | \$ 45,126                   | \$ 53,008   |          |
| * O & M expenditures are provided as a lump sum.     |                              |         |             |                             |             |          |

### **Oregon Historical Society Role**

In 1996-1997 Metro contracted with OHS to conduct the following activities at Howell Territorial Park:

- Provide research and interpretation for the Bybee Howell House, grounds, and the artifacts on exhibit.
- Hire, train and supervise interpretive staff to lead tours of the Bybee Howell House and museum, conduct living history programs and provide for public safety.
- Provide interior housekeeping and security during open hours for the structures and furnishings.
- Book reservations for weddings and picnics and supervise functions. OHS receives 70% of the revenues from reservations and Metro receives 30%.
- Host special events.

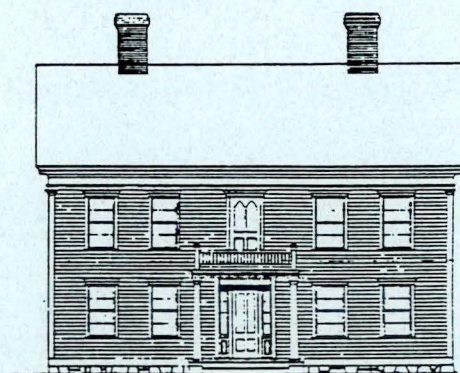
**Table 8: Revenue Income for 1995-96**

| Revenue Source      | Metro           | OHS              |
|---------------------|-----------------|------------------|
| Reservation / Fees  | 1,095           | 2,555            |
| Metro Contract      |                 | 20,600*          |
| Donations           |                 | 850              |
| Wintering - In      |                 | 6,000            |
| <b>Total Income</b> | <b>\$ 1,095</b> | <b>\$ 30,005</b> |

**\* Includes \$10,300 from Multnomah County**



# FINDINGS



## FINDINGS

A number of issues affecting Master Plan design and implementation emerged as a result of the site assessment, public involvement, and conversations with Park managers and public officials. A user survey was conducted to learn what visitors value about the Park and what needs to be

improved. A comparable facilities survey of living history farms provided input on how to develop and manage successful educational and interpretive programs. Figure 13 illustrates opportunities and constraints for site improvements. The findings listed below form the basis of the Master Plan recommendations. (More detailed information on the User Survey and Comparable Facilities Survey is available in the Appendix.)

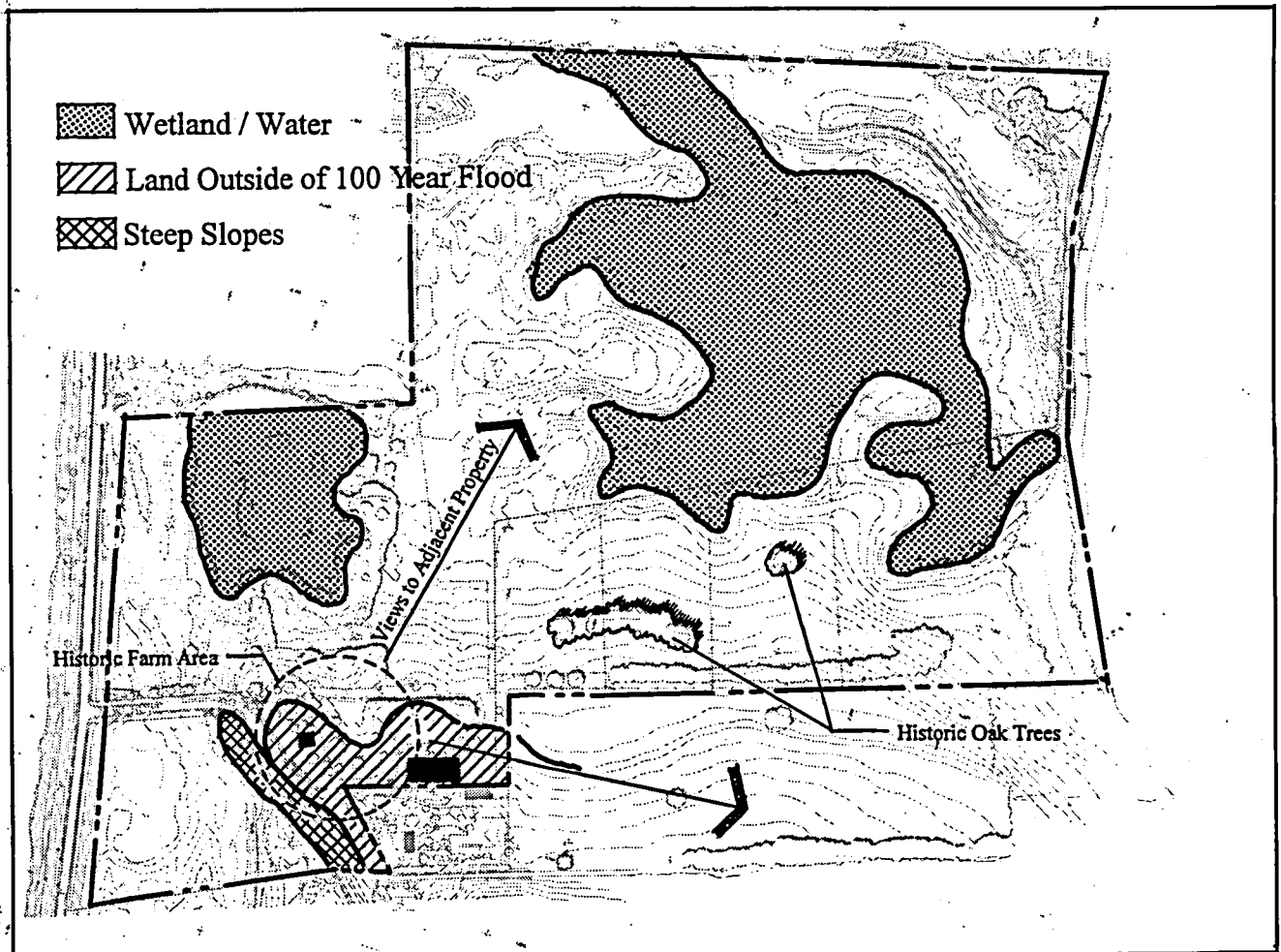


Figure 13: Opportunities and Constraints for Site Improvements

## ■ NATURAL AND CULTURAL RESOURCES

- Howell Territorial Park is a regionally significant natural and cultural resource.
- Pastoral character of the Park should be maintained.
- Opportunities exist to enhance wildlife utilization of Howell Territorial Park.
- Nuisance plants should be controlled or eradicated to prevent spread to adjacent lands.
- An Archaeology inventory should precede development projects.

## ■ FACILITIES

- Because of limited operating hours facilities, and programs, Howell Territorial Park is underutilized by citizens of the region and visitors to Sauvie Island.
- Existing facilities are not in compliance with the Americans with Disabilities Act.
- Howell Territorial Park lacks adequate facilities for recreational uses such as picnicking, hiking, and wildlife.
- Howell Territorial Park lacks adequate indoor space for educational and interpretive programs.
- Infrastructure and amenities are inadequate to support expanded use of Howell Territorial Park (i.e. parking, electrical, water, sewer, telephone).
- The rehabilitation of injured raptors would be consistent with the character of the Park and Sauvie Island and compatible with existing and proposed uses.

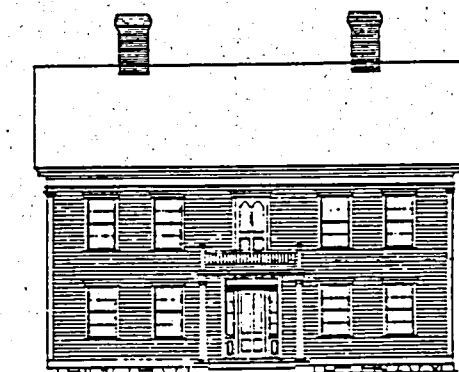
## ■ RECREATION AND EDUCATION

- Natural and cultural history education should be a primary focus at Howell Territorial Park.
- Expansion of Howell Territorial Park could reduce conflicts on Sauvie Island by providing opportunities for orientation, recreation and education in a managed setting.
- There is a public desire for expanded educational opportunities in the Park beyond what exist (i.e. school programs, brochure interpretation, more open days).

## ■ OPERATIONS AND MAINTENANCE FUNDING

- User fees should be implemented to offset a portion of costs associated with operations and maintenance of an expanded Park.
- Volunteers could supplement paid staff.
- Develop revenue generating services and activities.

# MASTER PLAN



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# MASTER PLAN

The intent of the Master Plan is to guide improvements at Howell Territorial Park in a manner that is consistent with the special character of the Park. The following master plan goals were developed with input from the Project Advisory Committee and the public.

## ■ MASTER PLAN GOALS:

- Protect, preserve and enhance natural and cultural resources of Howell Territorial Park while maintaining its pastoral quality.
- Provide recreational facilities and opportunities which are consistent with the character of Howell Territorial Park and compatible with its natural and cultural resources.
- Provide educational opportunities which enhance visitor understanding and appreciation of Sauvie Island's natural and cultural history.
- Serve as an orientation center for Sauvie Island.



Figure 14: Wintering-In apple harvest  
(OrHi 54453)



## ■ COMPONENTS OF THE MASTER PLAN

The recommendations contained in this section support the Master Plan goals and provide specific guidance for future Park development and management. The Howell Territorial Park Master Plan is illustrated on Figure 18. Key master plan components and recommended actions are listed below:

### ■ LAND MANAGEMENT AND NATURAL RESOURCES

- Implement a program to control or eradicate invasive species including: Himalayan blackberry, reed canary grass, tansy ragwort and Canadian thistle.
- Enhance wildlife utilization of the site by establishing native shrub and tree plantings adjacent to Howell Lake, fence lines and the Gilbert River.
- Create a grove of Oregon white oak.
- Maintain a healthy meadow / pasture through appropriate use of mowing grazing and fertilization.
- Exclude livestock from wetland and riparian areas (subject to existing agreements).
- Control livestock access to the Gilbert River dike by installing a gate on the south side of the dike.
- Limit cultivation of crops.
- Implement a volunteer program to restore and enhance the orchard including removal of diseased trees, annual pruning and spraying, and control of ground cover.
- Any pesticide / herbicide spraying at the Park needs to be done in a manner that does not harm wildlife that frequent the Park throughout the year.
- Monitor water quality of Park surface water features.
- Encourage natural seasonal water fluctuations in wetland areas.
- Acquire adjacent 20 acres on the Southeast side of the Park for buffer, improved access and other Park uses.

### ■ CULTURAL RESOURCES

- Regularly inspect all components of historic structures and develop a program to provide preventive and corrective maintenance as necessary to assure structural, historic and aesthetic integrity.
- Provide security systems to protect artifacts collections.
- Conduct an archeology survey prior to development activities.

### ■ VISUAL CHARACTER

- Maintain the pastoral and rural quality of the park by limiting facility development as illustrated in the Master Plan.
- Design new facilities to be compatible with the existing structures or screened from their view.
- Maintain or enhance scenic views from the Park.
- Utilize natural vegetation for visual buffers around utilities.

### ■ PARKING / ACCESS

- Request County to install appropriate directional signage near the Sauvie Island Bridge to orient Island visitors to the Park.
- Create an all weather parking area with capacity for 25 standard vehicles, 2

handicapped vehicles, and 2 buses (see Figure 15).

- Install security gates to control vehicle access into the site.
- Provide dry weather parking (turf) for an additional 530 vehicles.
- Install visitor orientation signage at the park.
- Provide separate access to barn area and shelters for maintenance and operations purposes.
- Provide parking to serve ranger residence.

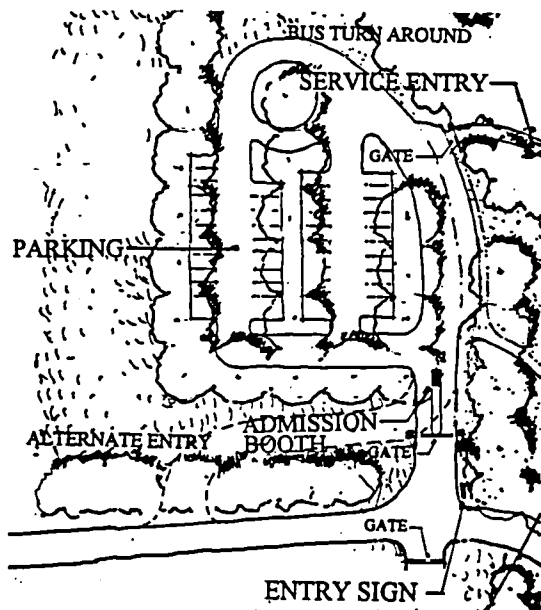


Figure 15: Parking Area

## ■ TRAILS

- Provide accessible trails from parking area to all shelters, restrooms, barn, house, and wildlife viewing areas.
- Construct trails in a manner that allows for use by light equipment for operations and maintenance purposes.
- Locate trails adjacent to or within vegetation buffers where feasible.

- Provide informational displays as necessary to convey information related to natural and cultural history and Park regulations.

Table 9: Trails

| Type                | Length    |
|---------------------|-----------|
| Soft Surface Trails | 3000 Feet |
| Hard Surface Trails | 1200 Feet |

## ■ STRUCTURES

### House:

- Consult State Historic Preservation Office to determine level of accessibility appropriate for the house.
- Construct a replica of the detached kitchen structure which was a component of the original house.
- Renovate and secure cellar as a separate outdoor exhibit
- Convert existing kitchen area for a self-guided introductory exhibit.
- Construct ADA accessible path for access to the south side of the porch.

### Barn:

- Remove OHS artifacts from barn.
- Improve barn to comply with ADA standards.
- Create 300 square foot office.
- Create multi-purpose room with capacity for 60-100 people.
- Improve kitchen for catering.
- Expand and/or upgrade existing museum space.
- Create space for gift and coffee sales.
- Provide space for Bird of Prey Rescue Northwest, Inc. rehabilitation program.

### Finnish Log Cabin:

- Relocate Cabin to an off-site location.

## New Structures

Recommended new structures are outlined in Table 10 below:

Table 10: New Structures

| Structure            | Amount | Size (SF) |
|----------------------|--------|-----------|
| Ranger Residence     | 1      | 1,500     |
| Park Admission Booth | 1      | 60        |
| Park Restrooms       | 2      | ---       |
| Wildlife View Blinds | 4      | 72        |
| Arbor                | 1      | --        |
| Picnic Shelters      | 2      | 1,000     |
| Picnic Shelter       | 1      | 2,000     |
| Entry Kiosk          | 1      | -         |
| Maintenance Building | 1      | 480       |

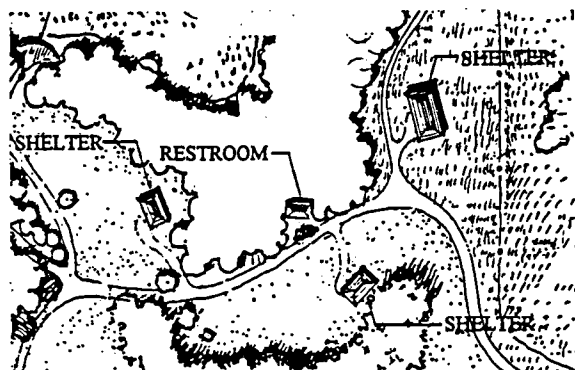


Figure 16: Shelters and Restroom

## ■ OTHER INFRASTRUCTURE COMPONENTS

- Install irrigation system in public use areas proximate to the house, barn, picnic shelters / restroom and parking.
- Upgrade electrical service to accommodate new facilities.
- Upgrade water system to accommodate new facilities.
- Install pay telephone.
- Upgrade / replace septic system to accommodate new and upgraded facilities.

## ■ OPERATIONS / MAINTENANCE

All proposed facilities should be consistent with the operating capabilities of the managing agencies, including management and use of volunteers.

Specific suggestions include:

- Add planting on perimeter of site in remote areas to reduce mowing.
- Configure any new construction or planting so that mowing can be accomplished with large deck mowers.
- Install shrubs and ground covers on slopes which are difficult to mow with large deck mowing equipment.
- Develop additional gardens only where there is a demonstrated interpretive value and volunteer commitment for maintenance.
- Construct new facilities which are durable and reasonably vandal proof.
- Remove split rail fencing (which is not indigenous to the area and difficult to mow around).

## ■ SECURITY

Actions to improve security are as follows:

- Limit access to the Park during night time with security gates.
- Add appropriate outdoor lighting for security and safety purposes.
- Provide on-site ranger residence.
- Install a public telephone for convenience and emergency use.
- Install a new security system for house and barn.

## ■ EDUCATION / INTERPRETIVE PROGRAMS

A strong interpretive program will enhance visitor appreciation of the park and generate revenue to offset some, but not all operations and maintenance costs. As heritage tourism becomes an economic factor in the Pacific Northwest, Howell Territorial Park has the advantage of a prime location near a relatively large metropolitan market.

The rich natural and cultural resources present at the Park offer opportunities for a variety of interpretive themes. Guidelines on how, where, what, and why to interpret the themes reinforce the Master Plan goals of preserving the character of the Park. More detail about the interpretive program can be found in the Appendix.

### **Interpretive Themes**

A visitor's first impression of the park is a manicured farmstead. The farm, however, is only a part of a larger thematic message which takes a comprehensive look at the past and current inhabitants of the land. The following major theme and subthemes are the basis for an interpretive plan.

**Major Theme:** Each new inhabitant of Sauvie Island, both wildlife and human, want to use the same resources and environments in different ways; this leads to conflict and change.

### **Sub-themes:**

- Wildlife and their need for resources.
- Native American lifeways.
- Explorers and pioneers on the Island.
- Self-sufficient early settlers.
- Farming techniques associated with the pre and post dike agrarian communities.

- Increasing pressure on the Island from urban dwellers.

### **Interpretive Techniques and Locations**

- Create a hierarchy of information that leads people from general orientation to more specific detail and examples.
- Build an entry kiosk to orient and inform visitors to the services and opportunities available at the Park.
- Use structures to form a comprehensive story about the settlers.
- Offer activities that support multiple levels of involvement: self-guided tours, guided tours, instructional workshops, educational programs and special events.
- Where possible, use brochures, interpretive panels and techniques that do not require additional staff.

### **Grounds:**

- Explain how people of different eras and values adapted the land to meet their needs.

### **Interpretive Trails:**

- Add low-angled interpretive panels along trail and at structures.
- Use a brochure to interpret Native American People and wildlife around the wetlands.

### **House:**

- Develop a self-guided introductory exhibit in the existing kitchen area.
- Use outdoor kitchen structure for interpretation, living history demonstrations, and education programs.
- Renovate herb garden with plants typically used for cooking and medicinal purposes in the 1858-85 time period.

**Barn:**

- Create an orientation exhibition for the Park which addresses the major interpretive themes and sub-themes designed to support future educational programming opportunities.

**Programs**

Programs make the rich, multi-faceted qualities of the Park come alive for its visitors, staff and volunteers. They connect the interpretive themes with places and experiences. Once involved in Park programs, people will likely continue returning to the Park.

**General Program Recommendations:**

- Increase hours of operation to accommodate increased programming.
- Coordinate programs schedules among program providers.
- Concentrate on school based programs and special events.
- Develop grade level specific programs including pre and post visit activities.
- Use volunteers wherever appropriate.
- Develop programs incrementally that grow with demand.
- Wait until staffing and space are adequate to support animals.

**Recommended Educational Opportunities:**

- Guided interpretive hikes
- School field trips
- Living history demonstrations
- Special events
- Workshops and lectures
- Activities
- Off site outreach
- Exhibits
- Interpretive signage

Examples of educational activities incorporating the interpretive themes are described below:

**1. Wildlife and their need for habitat:**

- Guided interpretive hikes on such topics as wetlands, wildlife viewing, animal tracking, bird watching.
- School field trips on wetland soils, plants and hydrology, wildlife of wetlands.

**2. Native American lifeways:**

- School based overnight camp emphasizing Native American lifeways
- Archeology programs and hands-on experiences.
- Living history demonstrations on such things as canoe carving, long house building wapato harvesting and baking.

**3. Self sufficient early settlers:**

- Living history demonstrations or hands-on experiences such as brick forming and firing, cloth and yarn spinning, butter churning, and blacksmithing.

**4. Agrarian communities:**

- Historically appropriate demonstration fields and live animal care
- Hands-on activities on such things as milking cows, field planting and harvesting, kitchen versus nursery gardening, and scarecrow making.
- Workshops on activities such as historic farm equipment restoration.

**5. Increasing pressure from urban dwellers:**

- Post classroom activity such as an educational game on choosing where to settle on the Willamette/Columbia Rivers.

## ■ VOLUNTEER PROGRAMS

A strong volunteer program can foster ownership and commitment to the Park and its future. Successful volunteer programs are administered by paid staff and have associated operational costs. Staff functions involved in developing and administering a volunteer program include:

- Defining volunteer roles
- Recruitment, orientation, training
- Supervision
- Recognition
- Records maintenance

As interpretive programs are developed and offered at the Park, volunteers could perform a variety of tasks including but not limited to:

- Staffing festivals
- Staffing an informational kiosk
- Assisting with gift sales
- Conducting living history demonstrations
- Conducting tours of the house, barn or wetlands
- Leading environmental education field trips



Figure 17: Living history demonstrations at Wintering-In.

## ■ LONG RANGE OPPORTUNITIES

A concept for the Park's future development is shown in Figure 19. The concept calls for an additional 20 acres to be brought into the Park along its southeastern boundary. Although the acquisition of this property is not guaranteed, its inclusion in the Park would greatly enhance the Park's capability for the following reasons:

- The area contains suitable building sites outside of the 100-year floodplain.
- There would be more room to site facilities in areas outside of scenic viewsheds.
- Sufficient area exists to locate facilities and activities in a manner that would not conflict with wildlife viewing activities.

Potential design and program elements to consider for this property include but are not limited to:

- Relocate maintenance vehicle access away from interior pedestrian areas so that barn and ranger residence can be approached from the site perimeter.
- Relocate parking and site entry closer to the visitor facilities and services.
- Expand educational program to include more living history demonstration activities.
- Additional day use facilities.
- Overnight guest accommodation.

## ■ MANAGEMENT ROLES AND RESPONSIBILITIES

Table 11 below identifies management responsibilities best suited for Metro and its contractual partners based on the Master Plan recommendations.

| Table 11: Management Roles and Responsibilities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                   |                                                                                                                                                                                                                                           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Metro                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | OHS                                                                                                                                                                                                                                                                                             | Birds of Prey*                                                                                                                                                    | Joint Owner/<br>Other/Collaboration                                                                                                                                                                                                       |
| <b>Grounds &amp; Maintenance</b> <ul style="list-style-type: none"> <li>■ Apple orchard</li> <li>■ Turf areas</li> <li>■ Field mowing &amp; maint.</li> <li>■ Wetland planting</li> <li>■ Fencing</li> <li>■ Buildings (exterior and internal structural)</li> <li>■ Utilities</li> <li>■ Fee collection</li> <li>■ Alarm system</li> <li>■ Outdoor lighting</li> <li>■ Shelter reservations</li> <li>■ Parking lot, roads</li> <li>■ Garbage (haul to dumpster)</li> <li>■ Insect control</li> <li>■ Pest mitigation</li> <li>■ Trail maintenance</li> <li>■ Directional signage</li> <li>■ Metro code enforcement</li> </ul> | <b>Manage Barn Museum</b> <ul style="list-style-type: none"> <li>■ Native American occupation</li> <li>■ Artifacts</li> <li>■ Pay phone, utilities</li> </ul> <b>House Maintenance</b> <ul style="list-style-type: none"> <li>■ Furnishings</li> <li>■ Cleaning</li> <li>■ Utilities</li> </ul> | <b>Barn Lease</b> <ul style="list-style-type: none"> <li>■ Pro rata share of utilities</li> <li>■ Maintenance of indoor space</li> <li>■ Garbage/waste</li> </ul> | <b>Domestic Gardens</b> <ul style="list-style-type: none"> <li>■ OHS takes lead/Metro provides supplies and technical assistance</li> </ul><br><b>Fundraising/Marketing</b><br><b>Volunteer Coordination</b><br><b>Interpretive Kiosk</b> |
| <b>Programs</b> <ul style="list-style-type: none"> <li>■ Overall exterior grounds</li> <li>■ Signage control</li> <li>■ Natural history interpretation</li> <li>■ Picnic grounds and barn</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>Programs</b> <ul style="list-style-type: none"> <li>■ House tours</li> <li>■ Fundraising</li> <li>■ Cultural/historical interpretation</li> <li>■ Special events</li> <li>■ Festivals</li> </ul>                                                                                             | <b>Programs</b> <ul style="list-style-type: none"> <li>■ Raptor education</li> </ul>                                                                              |                                                                                                                                                                                                                                           |



Figure 18

Master Plan







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@ Metro



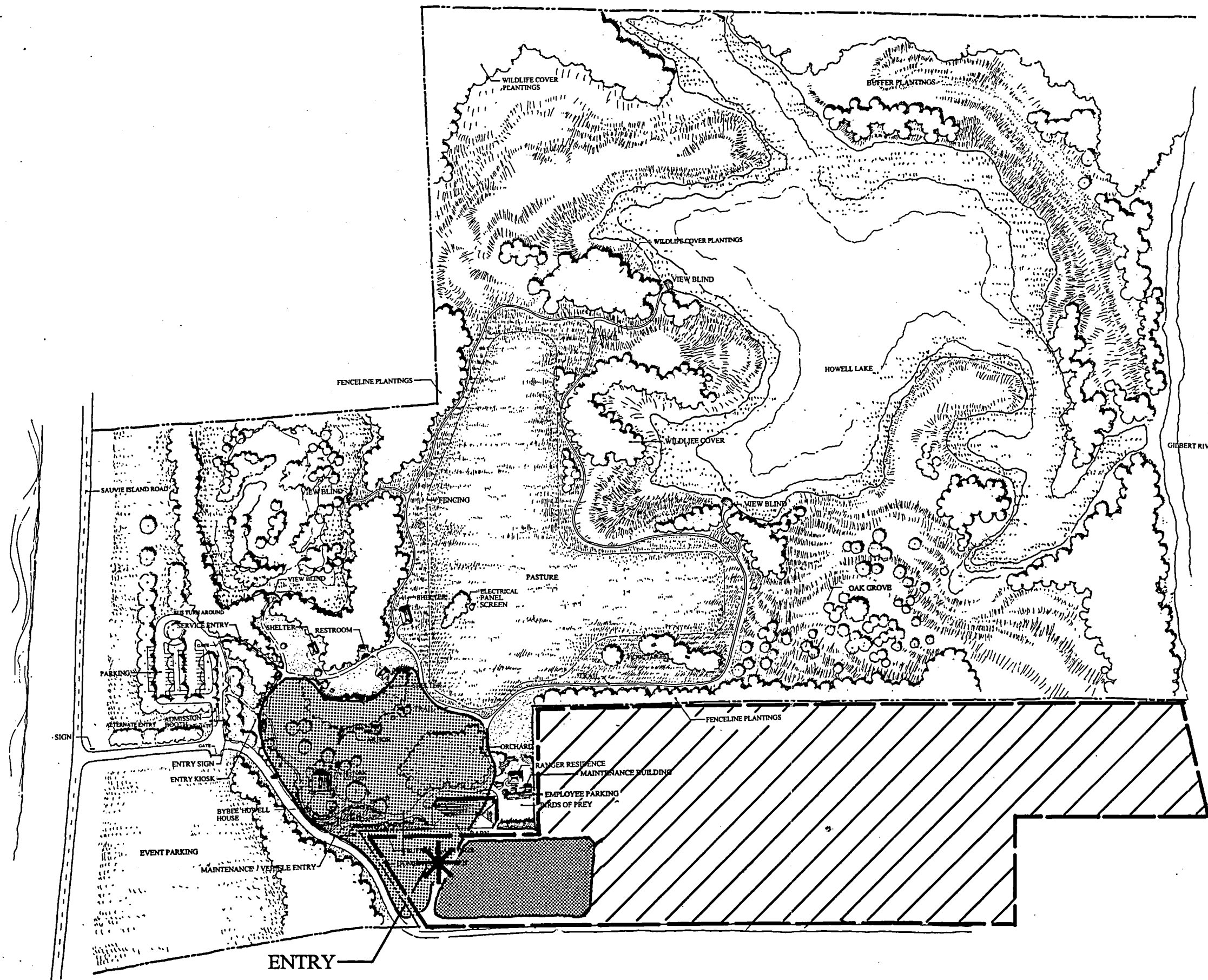
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Figure 19

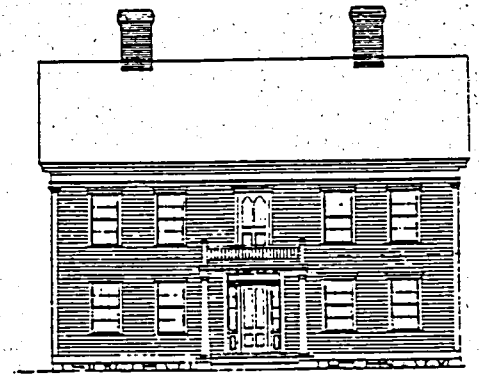
# Long Range Opportunities

-  Potential Aquisition
-  Historic Farm
-  Entry Area / Parking
-  Living History Demonstration / Day Use Facilities

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@ Metro



# IMPLEMENTATION



# IMPLEMENTATION

This Chapter provides information on project phases, implementation costs, projected revenues, and available funding for Master Plan implementation. The 1995 Open Spaces, Parks and Streams Bond Measure provides limited funding for Master Plan implementation. Committed partners and additional funding are needed to fully implement the Master Plan. The information in this Chapter is meant to inform Metro Council, project partners, potential funding organizations and other decision makers about the cost side of Master Plan implementation.

## ■ PHASING

Master Plan implementation is recommended to occur in three general phases. Phasing recommendations are presented on Table 12 below. Specific projects and their implementation schedule are subject to change depending on funding availability.

### Phase I

In Phase I-A, the site remains much as it is today. Safety and code issues will be corrected and ADA access will be provided to all existing facilities. In Phase I-B, emphasis is placed on providing visitor amenities and revenue producers to help offset the cost of operating and maintaining the Park. In Phase I-C more social events and educational programs are conducted.

**Table 12: Recommended Implementation Phases**

| PHASE I: YEARS 1-2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | PHASE II: YEARS 3-7                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | PHASE III: YEARS 8-10                                                                                                                                                                                                                                                                            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>I-A. SAFETY AND CODE</b> <ul style="list-style-type: none"> <li>■ Trails (Hard Surface)</li> <li>■ Maintenance Roads</li> <li>■ House Porch Access</li> <li>■ Parking</li> <li>■ Utilities: <ul style="list-style-type: none"> <li>Water/Power/Phone</li> </ul> </li> <li>■ Barn Restroom</li> <li>■ Ranger Residence</li> <li>■ Security System</li> </ul> <b>I-B: REVENUE PRODUCERS / INFO.</b> <ul style="list-style-type: none"> <li>■ Entry Kiosk</li> <li>■ Park Admissions Booth</li> <li>■ Shelters</li> <li>■ Arbor</li> <li>■ Restroom Near Shelters</li> </ul> <b>I-C: PROGRAMS</b> <ul style="list-style-type: none"> <li>■ Expand Special Events</li> <li>■ Conduct off-season workshops</li> </ul> | <b>II. EXPANDED PROGRAM</b> <ul style="list-style-type: none"> <li>■ Barn Improvements</li> <li>■ Trails (Soft Surface)</li> <li>■ Wildlife Viewing Blinds / Platforms</li> <li>■ Oak Grove Planting</li> <li>■ Pasture Fencing</li> <li>■ Meadow Maintenance</li> <li>■ Fenceline Plantings</li> <li>■ Interpretive Panels</li> <li>■ House Improvements: <ul style="list-style-type: none"> <li>Introductory Exhibit/Outdoor Kitchen / Cellar Restoration</li> </ul> </li> <li>■ Irrigation</li> <li>■ Orchard Volunteer Program</li> <li>■ Maintenance Building</li> <li>■ School Based Programs</li> <li>■ Gift / Coffee Sales</li> </ul> | <b>III: EXPANDED SITE</b> <ul style="list-style-type: none"> <li>■ Acquire additional 20 Acres</li> <li>■ Relocate Park Entry Area</li> <li>■ Relocate Maintenance Access</li> <li>■ Living History Farm Area</li> <li>■ Overnight Guest Accommodations</li> <li>■ Day Use Facilities</li> </ul> |

## **Phase II**

In 2003 the lease agreement for cattle grazing expires. When this happens, additional area by the Lake and the oak trees will be available for visitor use. Access to this area will allow the Park a more comprehensive educational program in both natural and cultural history. Facilities which are described in this phase are developed to accommodate the projected increase in visitors.

## **Phase III**

Additional building sites for permanent structures are available with the purchase of the 20 acres which is southeast of the Park property. This land, some of which is outside of the 100 year floodplain, has good locations for permanent structures. The south side of the Park is also better situated for a more convenient visitor entry to visitor destinations including the house and barn. Because of the undefined nature of this phase, cost estimates were not developed.

## **■ IMPLEMENTATION COSTS**

Projected staffing needs for phased implementation are shown in Table 14. Estimated costs of annual operations and maintenance for Metro and OHS are shown in Tables 15 and 16 respectively. Table 17 contains a summary of estimated site improvement costs and Table 18 provides a detailed cost breakdown for each improvement project.

## **■ FUNDING FOR IMPLEMENTATION:**

Passage of the Open Spaces, Parks and Streams Bond Measure provided \$275,000

for Master Plan implementation. Bond funds will help with initial implementation costs but additional funds will be required for full Master Plan implementation. OHS received a grant for \$25,000 from the Lewis and Clark Trail Coalition, which will be matched by \$25,000 of the Bond Measure funds for an historical interpretation display at the Park.

Projected revenue income from entry fees, additional visitor services and program offerings will partially offset the costs of implementation but will not cover all costs. Projected revenues are presented in Table 13.

The funding climate for general fund dollars is intensely competitive. Alternative funding sources should be sought for Master Plan implementation. Partnerships and collaborative efforts are excellent methods of developing committed partners and provide opportunities to leverage funding. Fundraising efforts should be coordinated among project partners to eliminate redundant funding requests.

## ■ PROJECTED REVENUES

Table 13 below provides estimated revenues based on activities and programs during phased implementation. With the exception of the gift shop sales, all amounts are represented as gross receipts. Assumptions for these projections are included below the table.

**Table 13: Projected Revenues**

|                              | 1996-7          |    | Phase I<br>Years 1-2 |    | Phase II<br>Years 3-7 |    | Phase III<br>Years 8-10 |    |
|------------------------------|-----------------|----|----------------------|----|-----------------------|----|-------------------------|----|
|                              | Subtotal        | %  | Subtotal             | %  | Subtotal              | %  | Subtotal                | %  |
|                              | 10,000          |    | 12,000               |    | 20,000                |    | 30,000                  |    |
| 1. Annual Attendance         |                 |    |                      |    |                       |    |                         |    |
| 2. Annual Appropriations     | \$20,600        | 66 | \$20,600             | 22 | \$20,600              | 11 | \$10,300                | 7  |
| 3. Admission Fees            | \$850           | 3  | \$36,000             | 37 | \$60,000              | 31 | \$60,000                | 31 |
| 4. Special Events            | \$6,000         | 19 | \$31,260             | 33 | \$61,680              | 33 | \$109,770               | 37 |
| 5. Educational Programs      |                 |    |                      |    | \$3,000               | 2  | \$9,300                 | 3  |
| 6. Gift Shop / Coffee Sales  |                 |    |                      |    | \$18,134 net          | 10 | \$34,793 net            | 12 |
| 7. Shelter Rental            |                 |    | \$2,430              | 3  | \$5,712               | 3  | \$6,264                 | 2  |
| 8. Weddings                  | \$3,650         | 12 | \$4,800              | 5  | \$5,440               | 3  | \$5,440                 | 2  |
| 9. Grants                    |                 |    |                      |    | \$5,000               | 3  | \$8,000                 | 3  |
| 10. Other (includes tenants) |                 |    |                      |    | \$7,200               | 4  | \$7,200                 | 3  |
| <b>TOTALS</b>                | <b>\$31,100</b> |    | <b>\$95,090</b>      |    | <b>\$186,766</b>      |    | <b>\$281,067</b>        |    |

### Projected Revenue Assumptions

1. **Annual Attendance:** Figures represent an annual average for each phase period.
2. **Annual Appropriations:** Metro and OHS negotiate contract on an annual basis. Metro appropriated \$10,300 in 1996-97. An IGA between Metro and Multnomah County states

that the County will match Metros annual OHS contribution up to \$10,300.

3. **Admission Fees:** Assumes a \$3 admission collected from the admissions booth from June through September. Admissions from October through May will be collected by the honor system.
4. **Special Events:** Assumes four special events during the season. Special events in the off season take advantage of winter holidays and seasonal variation on the Island. Activities include historic Thanksgiving food preparation, making Christmas crafts and decorations of the 1860's, natural medicinal plant uses, wildlife viewing, and historic agricultural practices.
5. **Educational Programs:** Assumes 25 school tours in Phase II with 60 school children in each. (\$2.00 / Child)
6. **Gift Shop Sales:** A \$1.50 average sales per visitor has been assumed. This is the only item that shows a net value of 55% of the gross receipts for a subtotal.
7. **Shelter Rental:** These figures are based on 3 shelters for a season from Memorial Day through Labor Day weekends; 1 group per weekend day. Phase I shows 75% usage, Phase II @ 85% and Phase III @ 95%.
8. **Weddings:** Assumes an increase in revenues as amenities are added.
9. **Grants:** Assumes small grants will be secured to support educational programming.
10. **Other:** Two not-for-profit organizations with purposes compatible with the park's character rent space at an average of \$300 per month starting in Phase II.

■ **STAFFING  
RECOMMENDATIONS**

Table 14 provides general staffing needs based on existing and proposed programs and operational needs of the Park during phased implementation. Staffing levels are expressed in full time equivalent (FTE) increments.

| Table 14: Staffing Recommendations |             | Phase I     | Phase II    | Phase III   |
|------------------------------------|-------------|-------------|-------------|-------------|
| Staffing Positions                 | 1996-7      | Years 1-2   | Years 3-7   | Years 8-10  |
|                                    | FTE         | FTE         | FTE         | FTE         |
| <b>METRO</b>                       |             |             |             |             |
| ■ Regional Park Supervisor         | 0.10        | 0.10        | 0.50        | 0.50        |
| ■ Park Ranger                      |             |             | 0.50        | 0.50        |
| ■ Gardener                         |             |             | 0.25        | 0.25        |
| ■ Grounds Crew                     | 0.50        | 0.50        | 0.50        | 0.50        |
| ■ Fee Collection                   |             |             | 0.50        | 0.50        |
| ■ Interpreter                      |             |             | 0.25        | 0.25        |
| ■ Volunteer Coordinator            |             |             | 0.25        | 0.25        |
| <b>Subtotal</b>                    | <b>0.60</b> | <b>0.60</b> | <b>2.75</b> | <b>2.75</b> |
| <b>OHS</b>                         |             |             |             |             |
| ■ Site Manager                     | 0.25        | 0.25        |             |             |
| ■ Program Manager                  |             | 0.50        | 1.00        | 1.00        |
| ■ Museum Curator                   | 0.03        | 0.10        | 0.25        | 0.25        |
| ■ Interpreter                      | 0.14        | 0.20        | 0.30        | 0.50        |
| ■ Events Staff                     | 0.25        | 0.25        | 0.25        | 0.25        |
| ■ Security                         | 0.01        | 0.01        | 0.02        | 0.09        |
| ■ Maintenance/Janitorial           | 0.09        | 0.09        | 0.18        | 0.25        |
| ■ Wintering-In Staffing            | 0.40        | 0.40        | 0.50        | 0.75        |
| <b>Subtotal</b>                    | <b>1.17</b> | <b>1.80</b> | <b>2.50</b> | <b>3.09</b> |
| <b>TOTAL</b>                       | <b>1.77</b> | <b>2.40</b> | <b>5.25</b> | <b>5.84</b> |



■ **METRO'S ESTIMATED  
ANNUAL OPERATIONS AND  
MAINTENANCE COSTS**

These include labor for buildings and grounds maintenance and utility costs (2.25 FTE).

Table 15 identifies Metro's estimated annual operations and maintenance costs.

| <b>Table 15: Metro's Estimated Annual Operations and Maintenance Costs</b>                                                                   |                 |
|----------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| <b>I. PERSONNEL</b>                                                                                                                          |                 |
| <b>A. Baseline Maintenance Personnel Costs</b>                                                                                               |                 |
| ■ Mowing, trimming, turf and field maintenance                                                                                               |                 |
| ■ House / barn external maintenance                                                                                                          |                 |
| ■ Trail Maintenance                                                                                                                          |                 |
| ■ Facilities upkeep / maintenance (restrooms / shelters)                                                                                     |                 |
| ■ Tree maintenance (including orchard)                                                                                                       |                 |
| ■ Garbage / Litter                                                                                                                           |                 |
| ■ Grounds Maintenance (shrubs / tended beds around house, herb garden)                                                                       |                 |
| ■ Support to OHS staff                                                                                                                       |                 |
| ■ Winterizing                                                                                                                                |                 |
| ■ Invasive Plant control                                                                                                                     |                 |
| <b>Total Baseline Maintenance Personnel Costs</b>                                                                                            | <b>\$22,510</b> |
| <b>B. Other Personnel Costs</b>                                                                                                              |                 |
| ■ Visitor contact / Info sharing / Law enforcement                                                                                           | \$12,500        |
| ■ Fee collection                                                                                                                             | \$ 7,800        |
| ■ Wetland Maintenance and Monitoring                                                                                                         | \$ 4110         |
| ■ Administrative (Regional Park Supervisor)                                                                                                  | \$13,470        |
| ■ Misc. Overtime (10 hours @ 24.86 / hr.)                                                                                                    | \$ 250          |
| ■ Benefits (@ 11% for seasonal staff, 32.5% for FT staff)                                                                                    | \$16,350        |
| <b>Total Personnel Costs*</b>                                                                                                                | <b>\$77,020</b> |
| <b>II. SUPPLIES</b>                                                                                                                          |                 |
| ■ Materials and supplies                                                                                                                     | \$12,500        |
| <b>TOTAL COST FOR PERSONNEL AND SUPPLIES</b>                                                                                                 | <b>\$89,520</b> |
| *Assumes Phase II and III Metro staffing levels (2.25 FTE) shown in Table 14, not including interpreter and volunteer coordinator (.50 FTE). |                 |

■ **OHS' ESTIMATED ANNUAL OPERATIONS  
AND PROGRAMMING COSTS**

| <b>Table 16: OHS' Estimated Annual Operations and Programming Costs</b> |                 |                              |                               |                                 |
|-------------------------------------------------------------------------|-----------------|------------------------------|-------------------------------|---------------------------------|
|                                                                         | <b>1995-96</b>  | <b>Phase I<br/>Years 1-2</b> | <b>Phase II<br/>Years 3-7</b> | <b>Phase III<br/>Years 8-10</b> |
| <b>Personnel*</b>                                                       | \$30,000        | \$43,200                     | \$18,900                      | \$62,900                        |
| <b>Operations/<br/>Programming**</b>                                    | \$11,196        | \$22,900                     | \$59,500                      | \$68,244                        |
| <b>TOTAL</b>                                                            | <b>\$41,196</b> | <b>\$66,100</b>              | <b>\$78,400</b>               | <b>\$131,144</b>                |

\*Salaries correspond to OHS staffing levels shown in Table 14.

\*\*Does not include feeding/care of any live animals at the Park.

## ■ ESTIMATED COSTS FOR SITE IMPROVEMENTS

Cost estimates have been developed for both site improvements (hard costs) and design fees and survey (soft costs). The costs estimates are preliminary and subject to change. Table 17 provides a summary of the cost estimates for site improvements. Table 18 provides a detailed cost breakdown for each improvement project. Figure 20 accompanies Table 18 and shows location of individual site improvements.

### Hard Costs

The costs for site improvements are based on master plan level design. These costs should be appropriate for Metro budgeting purposes. Costs represent a construction quality appropriate for historic sites and public parks. Costs assume publicly bid projects and current prevailing wage rates. Savings could be realized if Park staff is able to perform some of the less technical construction activities such as grading, planting and turf installation. Unit costs where shown are derived from recent public project bids, the 1996 Cost Means estimating guide and experience with the current bid climate.

### Soft Costs

Boundary surveys have been completed for portions of Park. A topographical survey has also been completed for the Park grounds excluding the pasture areas. Additional survey information will be necessary for construction projects in areas around the house where specific improvements are shown. This information will need to include the location of tree trunks, vegetation masses, building corners, and all other

improvements. When the surveyor is on the site, a wetland delineation should be completed. Approximate cost for this will be \$10,000-\$15,000 based on a 10 acre area.

Design fees for each project will vary between 10 and 15% of the construction cost. Fees may be a higher percentage for smaller projects and a smaller percentage for larger projects.

For projects such as sign design, information panel design and research on the historic structures, design fees will be based on the specific work tasks. Fees for these projects may be as high or higher than the construction costs of the projects.

Table 17: Cost Summary

| PROJECT                 | COSTS              |
|-------------------------|--------------------|
| Parking                 | 131,028            |
| Park Admissions Booth   | 19,050             |
| Entry Kiosk             | 50,000             |
| Trail / Roads           | 132,264            |
| Shelters                | 254,000            |
| Restroom Near Shelters  | 127,000            |
| Arbor                   | 27,686             |
| House Improvements      | 139,700            |
| Barn Improvements       | 254,000            |
| Ranger Residence        | 212,725            |
| Utility Improvements    | 7,620              |
| Wildlife Viewing Blinds | 40,100             |
| Scenic Mitigation       | 151,638            |
| Signage                 | 28,440             |
| Irrigation System       | 70,866             |
| Maintenance Building    | 22,352             |
| <b>HARD COSTS</b>       | <b>\$1,668,469</b> |
| <b>SOFT COSTS</b>       | <b>\$ 200,000</b>  |
| <b>TOTAL COST</b>       | <b>\$1,868,469</b> |

Figure 20

Project Location

Project 4:

- Service Roads
- Hard Surface Trails
- ..... Soft Surface Trails

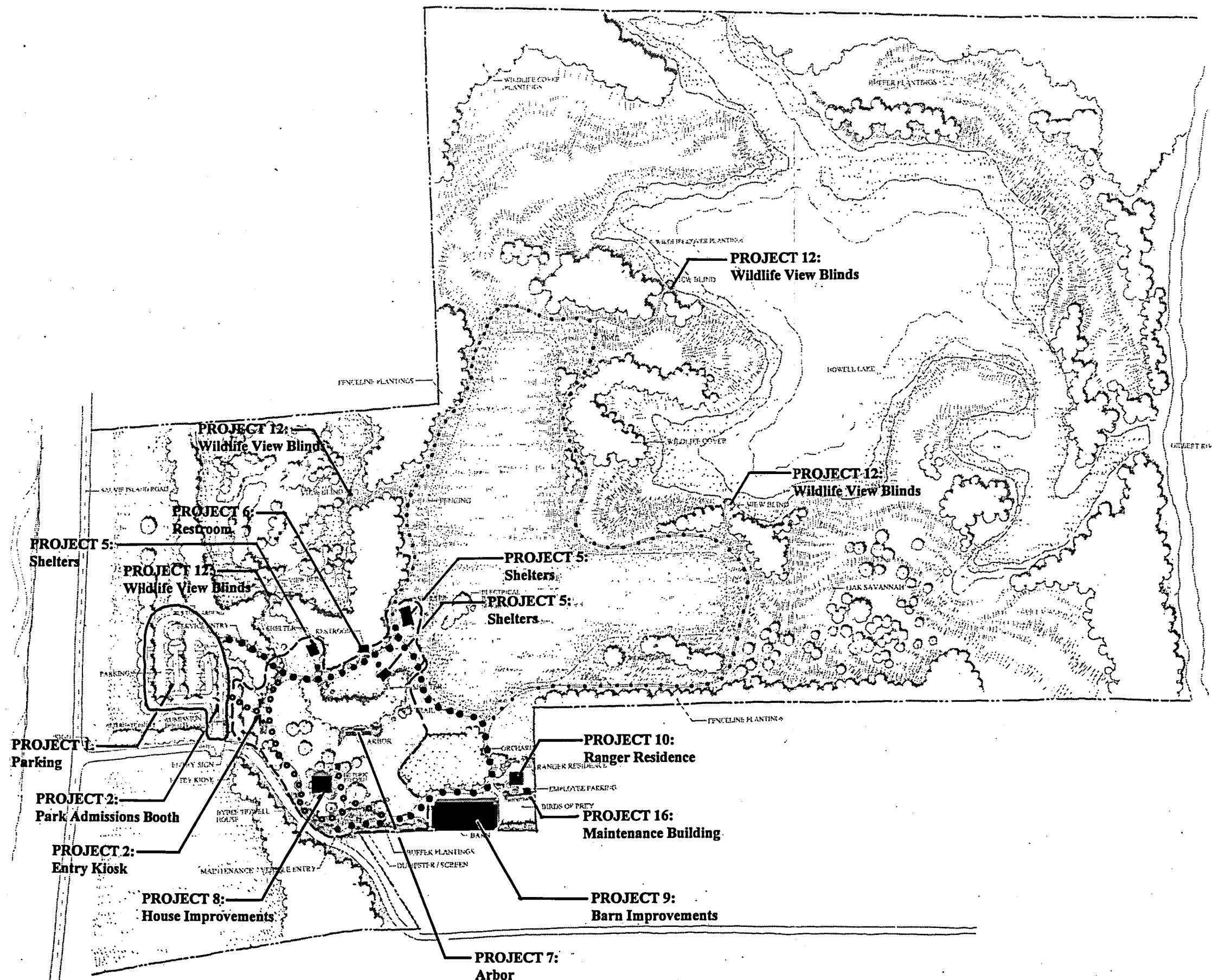
Project 15: Irrigation

Projects not shown on this Figure

Project 11: Utilities

Project 13: Scenic Mitigation / Habitat  
Restoration

Project 14: Signage



Howell Territorial Park  
@ Metro



**Table 18: Estimated Costs for Individual Site Improvements**

**1. PARKING**

| Item Description       | Quantity | Unit | Unit Price(\$) | Item Total(\$)       |
|------------------------|----------|------|----------------|----------------------|
| Strip Soil             | 750      | CY   | 13.00          | 9,750.00             |
| Earthwork              | 3,000    | CY   | 4.00           | 12,000.00            |
| Curbs                  | 250      | LF   | 9.00           | 2,250.00             |
| Paving                 | 4,000    | SF   | 2.50           | 10,000.00            |
| Storm Drainage         | 1        | LS   | 5,000.00       | 5,000.00             |
| Trees (3 1/2" Cal.)    | 18       | EA   | 400.00         | 7,200.00             |
| Hydroseed              | 12,000   | SF   | 0.10           | 1,200.00             |
| Shrubs                 | 1,000    | SF   | 3.00           | 3,000.00             |
| Ground Cover           | 2,000    | SF   | 2.50           | 5,000.00             |
| Irrigation             | 2,000    | SF   | 0.50           | 1,000.00             |
| Wheel Stops            | 30       | EA   | 100.00         | 30,000.00            |
| Bollards               | 20       | EA   | 600.00         | 12,000.00            |
| Gate-cable             | 2        | EA   | 1,000.00       | 2,000.00             |
| Signs                  | 2        | EA   | 500.00         | 1,000.00             |
| Lighting               | 2        | EA   | 3,000.00       | 6,000.00             |
| <b>Total</b>           |          |      |                | <b>\$ 107,400.00</b> |
| Contractor OH & P @ 7% |          |      |                | <b>\$ 7,518.00</b>   |
| Contingency @ 20%      |          |      |                | <b>\$ 16,110.00</b>  |
| <b>Total Cost</b>      |          |      |                | <b>\$ 131,028.00</b> |

**2. PARK ADMISSIONS BOOTH**

| Item Description         | Quantity | Unit | Unit Price(\$) | Item Total(\$)      |
|--------------------------|----------|------|----------------|---------------------|
| Booth (Approx. 6' x 10') | 1        | EA   | 15,000.00      | 15,000.00           |
| <b>Total</b>             |          |      |                | <b>\$ 15,000.00</b> |
| Contractor OH & P @ 7%   |          |      |                | <b>\$ 1,050.00</b>  |
| Contingency @ 20%        |          |      |                | <b>\$ 3,000.00</b>  |
| <b>Total Cost</b>        |          |      |                | <b>\$ 19,050.00</b> |

**3. ENTRY KIOSK**

| Item Description | Quantity | Unit | Unit Price(\$) | Item Total(\$)      |
|------------------|----------|------|----------------|---------------------|
| Allowance        | 1        | LS   | 50,000.00      | 50,000.00           |
| <b>Total</b>     |          |      |                | <b>\$ 50,000.00</b> |

**Note:** Information panels will be incorporated into the entry structure

#### 4. TRAILS / MAINTENANCE ROADS

##### SOFT SURFACE TRAILS

| Item Description                  | Quantity | Unit | Unit Price(\$) | Item Total(\$)      |
|-----------------------------------|----------|------|----------------|---------------------|
| Strip Soil                        | 325      | CY   | 12.00          | 3,900.00            |
| Earthwork                         | 100      | CY   | 5.00           | 500.00              |
| Trail Construction (6' Chip Seal) | 18,000   | SF   | 1.50           | 27,000.00           |
| Grass Restoration                 | 60,000   | SF   | 0.05           | 3,000.00            |
| Total                             |          |      |                | \$ 34,400.00        |
| Contractor OH & P @ 7%            |          |      |                | \$ 2,408.00         |
| Contingency @ 20%                 |          |      |                | \$ 5,160.00         |
| Total Cost                        |          |      |                | <b>\$ 41,968.00</b> |

##### HARD SURFACE TRAILS

| Item Description                  | Quantity | Unit | Unit Price(\$) | Item Total(\$)      |
|-----------------------------------|----------|------|----------------|---------------------|
| Strip Soil                        | 170      | CY   | 12.00          | 2,040.00            |
| Earthwork                         | 100      | CY   | 5.00           | 500.00              |
| Trail Construction (8' chip seal) | 9,600    | SF   | 1.50           | 14,400.00           |
| Grass Restoration                 | 22,000   | SF   | 0.20           | 4,400.00            |
| Total                             |          |      |                | \$ 21,340.00        |
| Contractor OH & P @ .07%          |          |      |                | \$ 1,493.80         |
| Contingency @ 20%                 |          |      |                | \$ 3,201.00         |
| Total Cost                        |          |      |                | <b>\$ 26,034.80</b> |

##### MAINTENANCE ROADS / ACCESS

| Item Description       | Quantity | Unit | Unit Price(\$) | Item Total(\$)      |
|------------------------|----------|------|----------------|---------------------|
| Strip Soil             | 600      | CY   | 12.00          | 7,200.00            |
| Road (10' asphalt)     | 16,000   | SF   | 2.25           | 36,000.00           |
| Gate-Cable Type        | 1        | EA   | 1,000.00       | 1,000.00            |
| Grass Restoration      | 32,000   | SF   | 0.20           | 6,400.00            |
| Total                  |          |      |                | \$ 50,600.00        |
| Contractor OH & P @ 7% |          |      |                | \$ 3,542.00         |
| Contingency @ 20%      |          |      |                | \$ 10,120.00        |
| Total Cost             |          |      |                | <b>\$ 64,262.00</b> |

#### 5. SHELTERS

| Item Description        | Quantity | Unit | Unit Price(\$) | Item Total(\$)       |
|-------------------------|----------|------|----------------|----------------------|
| Shelter (Capacity- 125) | 2,000    | SF   | 50.00          | 100,000.00           |
| Shelter (Capacity- 60)  | 1,000    | SF   | 50.00          | 50,000.00            |
| Shelter (Capacity- 60)  | 1,000    | SF   | 50.00          | 50,000.00            |
| Total                   |          |      |                | \$ 200,000.00        |
| Contractor OH & P @ 7%  |          |      |                | \$ 14,000.00         |
| Contingency @ 20%       |          |      |                | \$ 40,000.00         |
| Total Cost              |          |      |                | <b>\$ 254,000.00</b> |

Note: Estimate includes lighting, power service, water service, and sinks in shelters

**6. RESTROOM NEAR SHELTERS**

| Item Description         | Quantity | Unit | Unit Price(\$) | Item Total(\$)       |
|--------------------------|----------|------|----------------|----------------------|
| Rest Room                | 1        | LS   | 100,000.00     | 100,000.00           |
| Septic System            | 1        | LS   | 10,000.00      | 10,000.00            |
| Total                    |          |      |                | \$ 100,000.00        |
| Contractor OH & P @ .07% |          |      |                | \$ 7,000.00          |
| Contingency @ 20%        |          |      |                | \$ 20,000.00         |
| <b>Total Cost</b>        |          |      |                | <b>\$ 127,000.00</b> |

**7. ARBOR**

| Item Description       | Quantity | Unit | Unit Price(\$) | Item Total(\$)      |
|------------------------|----------|------|----------------|---------------------|
| Arbor                  | 1        | LS   | 15,000.00      | 15,000.00           |
| Lawn Restoration       | 2,000    | SF   | 0.20           | 400.00              |
| Shrub Beds             | 1,600    | SF   | 4.00           | 6,400.00            |
| Total                  |          |      |                | \$ 21,800.00        |
| Contractor OH & P @ 7% |          |      |                | \$ 1,526.00         |
| Contingency @ 20%      |          |      |                | \$ 4,360.00         |
| <b>Total Cost</b>      |          |      |                | <b>\$ 27,686.00</b> |

**8. HOUSE IMPROVEMENTS****PORCH ACCESS**

| Item Description       | Quantity | Unit | Unit Price(\$) | Item Total(\$)      |
|------------------------|----------|------|----------------|---------------------|
| Allowance              | 1        | EST  | 15,000.00      | 15,000.00           |
| Total                  |          |      |                | \$ 15,000.00        |
| Contractor OH & P @ 7% |          |      |                | \$ 1,050.00         |
| Contingency @ 20%      |          |      |                | \$ 3,000.00         |
| <b>Total Cost</b>      |          |      |                | <b>\$ 19,050.00</b> |

(This includes earthwork, trail / ramp construction and planting)

**EXHIBIT IMPROVEMENTS**

| Item Description       | Quantity | Unit | Unit Price(\$) | Item Total(\$)       |
|------------------------|----------|------|----------------|----------------------|
| Outdoor Kitchen        | 1        | EST  | 50,000.00      | 50,000.00            |
| Cellar Restoration     | 1        | EST  | 20,000.00      | 20,000.00            |
| Introductory Exhibit   | 1        | EST  | 25,000.00      | 25,000.00            |
| Total                  |          |      |                | \$ 95,000.00         |
| Contractor OH & P @ 7% |          |      |                | \$ 6,650.00          |
| Contingency @ 20%      |          |      |                | \$ 19,000.00         |
| <b>Total Cost</b>      |          |      |                | <b>\$ 120,650.00</b> |

**9. BARN IMPROVEMENTS**

| Item Description          | Quantity | Unit | Unit Price(\$) | Item Total(\$)       |
|---------------------------|----------|------|----------------|----------------------|
| Allowance Includes:       | 1        | EST  | 200,000.00     | 200,000.00           |
| Paved Entry Area          |          |      |                |                      |
| Office                    |          |      |                |                      |
| Kitchen                   |          |      |                |                      |
| Restroom                  |          |      |                |                      |
| Multi-Purpose Room        |          |      |                |                      |
| Expand / Upgrade Exhibits |          |      |                |                      |
| Utility Upgrade           |          |      |                |                      |
| Total                     |          |      |                | \$ 200,000.00        |
| Contractor OH & P @ 7%    |          |      |                | \$ 14,000.00         |
| Contingency @ 20%         |          |      |                | \$ 40,000.00         |
| Total Cost                |          |      |                | <b>\$ 254,000.00</b> |

**10. RANGER RESIDENCE****MODULAR HOME OPTION**

| Item Description         | Quantity | Unit | Unit Price(\$) | Item Total(\$)      |
|--------------------------|----------|------|----------------|---------------------|
| Modular Home             | 1        | LS   | 50,000.00      | 50,000.00           |
| Site Preparation         | 1        | LS   | 10,000.00      | 10,000.00           |
| Septic                   | 1        | LS   | 7,500.00       | 7,500.00            |
| Total                    |          |      |                | 67,500.00           |
| Contractor OH & P @ .07% |          |      |                | \$ 4,725.00         |
| Contingency @ 20%        |          |      |                | \$ 13,500.00        |
| Total Cost               |          |      |                | <b>\$ 85,725.00</b> |

**WOOD FRAME OPTION**

| Item Description         | Quantity | Unit | Unit Price(\$) | Item Total(\$)       |
|--------------------------|----------|------|----------------|----------------------|
| Wood Frame Home          | 1,500    | SF   | 100.00         | 150,000.00           |
| Site Preparation         | 1        | LS   | 10,000.00      | 10,000.00            |
| Septic                   | 1        | LS   | 7,500.00       | 7,500.00             |
| Total                    |          |      |                | 167,500.00           |
| Contractor OH & P @ .07% |          |      |                | \$ 11,725.00         |
| Contingency @ 20%        |          |      |                | \$ 33,500.00         |
| Total Cost               |          |      |                | <b>\$ 212,725.00</b> |

**11. UTILITY IMPROVEMENTS**

| Item Description                 | Quantity | Unit | Unit Price(\$) | Item Total(\$)     |
|----------------------------------|----------|------|----------------|--------------------|
| Outdoor Security / Path Lighting | 3        | EA   | 1,500.00       | 4,500.00           |
| Pay Telephone                    | 1        | EA   | 1,500.00       | 1,500.00           |
| Total                            |          |      |                | \$ 6,000.00        |
| Contractor OH & P @ 7%           |          |      |                | \$ 420.00          |
| Contingency @ 20%                |          |      |                | \$ 1,200.00        |
| Total Cost                       |          |      |                | <b>\$ 7,620.00</b> |



**12. WILDLIFE VIEWING BLINDS / PLATFORMS**

| Item Description          | Quantity | Unit | Unit Price(\$) | Item Total(\$)      |
|---------------------------|----------|------|----------------|---------------------|
| Spur Trail (5' Wide Soft) | 700      | LF   | 2.25           | 1,575.00            |
| Blind (12' x 6')          | 4        | EA   | 7,500.00       | 30,000.00           |
| Total                     |          |      |                | \$ 31,575.00        |
| Contractor OH & P @ 7%    |          |      |                | \$ 2,210.25         |
| Contingency @ 20%         |          |      |                | \$ 6,315.00         |
| Total Cost                |          |      |                | <b>\$ 40,100.25</b> |

**13. SCENIC MITIGATION /  
HABITAT RESTORATION**

| Item Description             | Quantity | Unit  | Unit Price(\$) | Item Total(\$)       |
|------------------------------|----------|-------|----------------|----------------------|
| <b>Fencing</b>               |          |       |                |                      |
| Remove Existing Fencing      | 3600     | LF    | 1.00           | 3,600.00             |
| Fencing                      | 2800     | LF    | 3.00           | 10,800.00            |
| <b>Plantings</b>             |          |       |                |                      |
| Oak Grove                    | 100      | EA    | 100.00         | 10,000.00            |
| Restore / Enhance Orchard    | 1        | LS    | 15,000.00      | 15,000.00            |
| Fenceline Plantings          | 7        | ACRES | 10,000.00      | 70,000.00            |
| Meadow / pasture restoration | 1        | LS    | 10,000.00      | 10,000.00            |
| Total                        |          |       |                | \$ 119,400.00        |
| Contractor OH & P @ 7%       |          |       |                | \$ 8,358.00          |
| Contingency @ 20%            |          |       |                | \$ 23,880.00         |
| Total Cost                   |          |       |                | <b>\$ 151,638.00</b> |

**14. SIGNAGE**

| Item Description           | Quantity | Unit | Unit Price(\$) | Item Total(\$)      |
|----------------------------|----------|------|----------------|---------------------|
| Park Entry Sign            | 1        | EA   | 2,500.00       | 2,500.00            |
| Directional Sign           | 4        | EA   | 1,500.00       | 6,000.00            |
| Rules and Regulations Sign | 1        | EA   | 2,500.00       | 2,500.00            |
| Interpretive Signs         | 8        | EA   | 1,500.00       | 12,000.00           |
| Total                      |          |      |                | \$ 23,000.00        |
| Contractor OH & P @ 7%     |          |      |                | \$ 840.00           |
| Contingency @ 20%          |          |      |                | \$ 4,600.00         |
| Total Cost                 |          |      |                | <b>\$ 28,440.00</b> |

**15. IRRIGATION SYSTEM**

| Item Description       | Quantity | Unit | Unit Price(\$) | Item Total(\$)      |
|------------------------|----------|------|----------------|---------------------|
| Shelter Area           | 43,500   | SF   | 0.40           | 17,400.00           |
| House and Gardens      | 14,400   | SF   | 0.40           | 5,760.00            |
| Picnic Grounds         | 81,600   | SF   | 0.40           | 32,640.00           |
| Total                  |          |      |                | \$ 55,800.00        |
| Contractor OH & P @ 7% |          |      |                | \$ 3,906.00         |
| Contingency @ 20%      |          |      |                | \$ 11,160.00        |
| Total Cost             |          |      |                | <b>\$ 70,866.00</b> |

**16. MAINTENANCE BUILDING**

| Item Description          | Quantity | Unit | Unit Price(\$) | Item Total(\$)      |
|---------------------------|----------|------|----------------|---------------------|
| Corrugated Metal Building | 480      | SF   | 30.00          | 14,400.00           |
| Site Improvements         | 1,600    | SF   | 2.00           | 3,200.00            |
| Total                     |          |      |                | \$ 17,600.00        |
| Contractor OH & P @ 7%    |          |      |                | \$ 1,232.00         |
| Contingency @ 20%         |          |      |                | \$ 3,520.00         |
| Total Cost                |          |      |                | <b>\$ 22,352.00</b> |

# APPENDIX



# **Contents of Appendix**

## **Metro Council Resolution (To be provided in Final Master Plan)**

### **Surveys**

- User Survey Memorandum
- Comparable Facilities Survey Memorandum

## **Sauvie Island and Howell Territorial Park History/Timeline**

### **Interpretive Themes/Programs**

- Interpretive Themes Statement
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## **Apple Varieties Planted in the Bybee Howell Orchard**

## **Green City Data Report**

### **Public Involvement Information**

- Project Advisory Committee Meeting Agendas and Minutes
- Public Workshop Notices, Agendas, and Minutes
- Public Comment letters (to be provided)

# Metro Council Resolution

(To be provided in Final Master Plan)

## Surveys

*Nevue  
Ngan  
Associates*

LANDSCAPE ARCHITECTURE  
URBAN DESIGN  
ENVIRONMENTAL PLANNING

PO BOX 9068  
PORTLAND, OR 97207

(503) 227-5802  
FAX (503) 227-5810

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## MEMORANDUM

**Date:** July 16, 1996

**To:** Jane Hart, Metro  
Carla Simon, Oregon Historical Society

**From:** Laurel Lyon, Nevue Ngan Associates

**Re:** User Survey Summary for the Howell Territorial Park Master Plan

---

### User Survey

The purpose of the user survey was to determine who now uses the park, what they value, how to better program the park to attract users from other island areas, and learn what other similar facilities in the region they visit. The survey was intended to recognize general trends from a broad sample of park users. A statistical breakdown for each question can be found in the table at the end of the memo. The survey does not constitute a scientific study or analysis.

### Survey Distribution:

Surveys were distributed at four different gatherings, two being at the park:

- Wintering-In Festival, September 23, 1995
- Howell Territorial Park Master Plan Public Workshop held at the park, October 7, 1995
- Howell Territorial Park Master Plan Public Workshop held at the Sauvie Island School, November 14, 1995
- Sauvie Island Grange Meeting

Over one hundred surveys were returned. Metro Parks and Greenspaces staff tabulated the results.

### General Trends

The following trends are of particular significance in terms of marketing and program development for the park:

- Overall response from Howell Territorial Park users is favorable, with appreciation particularly expressed for the natural and tranquil setting and the opportunity to immerse oneself in a piece of our history.
- Historic agriculture and pioneer facilities are a popular draw in the region.
- Special public events at the park are popular activities and most users would like to see more, including living history demonstrations.
- The majority of park users also visit Sauvie Island to buy produce, view wildlife and/or sightsee.
- 84% would pay a fee to use the park.
- 73% of those surveyed have a household income of between \$35,000 and \$75,000.
- Although the overwhelming majority of those surveyed came to the park by car, 40% indicated they would use public transit if it were more convenient.

### Survey Results

The survey questions are italicized with general interpretations following each question. Where questions are linked, the analysis has been combined.

1. *What mode of transportation did you use to get here?* car ☐ bus ☐ bike ☐ boat ☐  
*If by car, how many people in the car? (Please circle one)* 1 2 3 4 5 6
2. *If it was more convenient, would you take the bus?* yes ☐ no ☐

An overwhelming number of park users travel to Howell Park by car. The percentages range from 92.86% to 100%. However, the fact that 40% of the respondents would consider using TriMet if it were more convenient is significant. Because the island residents consider "tourist" traffic to be one of their most important concerns, it is recommended that measures be taken to encourage bus travel from the metro area to HTP:

- Extend TriMet service to the Park, a one mile addition to its route.
- Provide a bus turnaround at the Park to facilitate bus service for TriMet as well as school buses.
- Increase marketing efforts by Metro to inform park users of TriMet service.

3. *What is your purpose for coming to Sauvie Island? (Please check as many as apply.)*

- |                                           |                                           |                               |                                  |
|-------------------------------------------|-------------------------------------------|-------------------------------|----------------------------------|
| <input type="checkbox"/> Visit Howell     | <input type="checkbox"/> View wildlife    | <input type="checkbox"/> Hunt | <input type="checkbox"/> Bicycle |
| <input type="checkbox"/> Territorial Park | <input type="checkbox"/> Pick/buy produce |                               | <input type="checkbox"/> Other   |
| <input type="checkbox"/> Go to beach      | <input type="checkbox"/> Sightsee         | <input type="checkbox"/> Fish |                                  |
|                                           | <input type="checkbox"/> Train dogs       |                               |                                  |

The survey was conducted with a captive audience who are primarily park users. Beach goers, for example are not represented. It is significant to note that the most popular other uses of Sauvie Island are those in close proximity to the park, and that 31% of the respondents listed "tourist" as a main reason for visiting the Island. This implies that many visitors to the island do not have a particular destination, but go there to experience the island's character. These tourists



represent a prime market for the park. The fact that many also enjoy activities such as buying produce and viewing wildlife, two activities potentially linked to the park, reinforces a program that enhances features at the park with wildlife and agricultural focus.

4. How many times do you come to Sauvie Island each year? (Please circle appropriate number).  
1 2 3 4 5 6 7 8 9 10 over 10

The number of visits to Sauvie Island each year varied. Twenty-six percent of the Wintering In Festival participants indicated they visit the island only once a year. From notations many of them made in the margins, however, the trip to the island to attend the festival was their first time there, but not their last.

Among the rest of this group, 13% visited twice a year, while 11% visited ten times and 8% more than 10 times annually. Grange members did not respond to this question, as most are residents.

5. What seasons do you typically visit Sauvie Island? (Please check as many as apply.)  
☐ Spring ☐ Summer ☐ Fall ☐ Winter

Because this survey was taken in the fall, there could be a bias towards fall visitation.

6. How did you learn about Howell Territorial Park?  
☐ News media ☐ Visited Sauvie Island  
☐ Friend ☐ Attended event at Howell Territorial Park  
☐ Metro ☐ Portland Oregon Visitors Association  
☐ Oregon Historical Society ☐ Other \_\_\_\_\_

The sources from whom users learned about Howell Park matched up with their reason for being at the park. Most of the participants of the Wintering In Festival indicated Oregon Historical Society (a sponsor) as their source, while members of the Grange wrote in under "Other" that while living on the island they learned of the park. Note that people learn about the park through many sources, although Metro is not a major one. If the park is to change its programs, hours or events, appropriate marketing by Metro may assist public awareness of the parks activities and special features..

7. What do you do at Howell Territorial Park? (Please check as many as apply.)  
☐ Picnic ☐ View wildlife  
☐ Tour Bybee-Howell House ☐ Attend special events (public)  
☐ Tour Agricultural Museum ☐ Attend special events (private)

The most popular activities while at Howell Park were touring Bybee-Howell House and attending special public events. This was true for all four groups surveyed. There was also good response from each of the groups for picnicking, viewing wildlife and touring the Agricultural Museum. Attending private events was the least checked of the options.

It is not surprising that house tours are the predominant activity at the park. The fact that the agricultural museum does not appear to be draw visitors indicates the potential to strengthen its presence, exhibits programs and marketing. Likewise, wildlife viewing, if enhanced could increase.

8. Have you attended the annual Wintering In festival at Howell Territorial Park?    yes        no ☐        ☐

Because many of the respondents were at the Wintering In Festival, these figures are skewed. However, it is significant to note that seasonal festivals such as Wintering-In attract a high volume of visitors, who ultimately may become more frequent park users and/or volunteers.

9. What other facilities do you visit for similar wildlife or historical experiences ?

- |                                                                      |                                                                   |
|----------------------------------------------------------------------|-------------------------------------------------------------------|
| <input type="checkbox"/> Sauvie Island Wildlife Refuge, Portland, OR | <input type="checkbox"/> Columbia County Museum, St. Helens, OR   |
| <input type="checkbox"/> Smith-Bybee Lakes, Portland, OR             | <input type="checkbox"/> Aurora Settlement, Aurora, OR            |
| <input type="checkbox"/> Audubon Society, Portland, OR               | <input type="checkbox"/> End of the Oregon Trail, Oregon City, OR |
| <input type="checkbox"/> Champoege Park, St. Paul, OR                | <input type="checkbox"/> Dorris Ranch, Springfield, OR            |
| <input type="checkbox"/> Fort Vancouver, Vancouver, WA               | <input type="checkbox"/> Philip Foster Farm, Estacada, OR         |
| <input type="checkbox"/> Minto Brown Park, Salem, OR                 | <input type="checkbox"/> Pomeroy House, Yacolt, WA                |
| <input type="checkbox"/> Farm Tool Museum, Lafayette, OR             | <input type="checkbox"/> Other _____                              |

Consistent throughout the four groups were the top five choices of other facilities visited for similar wildlife and historical experiences. They are: (1) Sauvie Island Wildlife Refuge, (2) Fort Vancouver, (3) Champoege Park, (4) Audubon Society and (5) Aurora Settlement.

There is a strong market in the region for historic agricultural and pioneer facilities. The park's position in this field is strengthened by its additional wildlife viewing and recreational use potential. The park's unique quality can distinguish itself from other historic places.

10. How many times do you come to Howell Territorial Park each year? (Please circle number)

1 2 3 4 5 6 7 8 9 10 over 10

According to notations on the surveys, this was the first trip to Howell Territorial Park for a number of respondents.

11. What seasons do you typically visit Howell Territorial Park? (Please check as many as apply.)

- ☐ Spring                      ☐ Summer                      ☐ Fall                      ☐ Winter

The highest time of year for visitation is fall because of the Wintering-In Festival. More seasonal festivals can increase visitors in spring or even winter. Please see questions 5, 8 and 13.

12. Please tell us the features or aspects you like best about the park.

The responses can be divided among three categories: 1) the setting and structures, 2) characteristics of the park, and 3) activities available. They are listed below in order of best liked features or aspects listed first.

**Setting:**

- preserved home and farm
- pioneer orchard
- pond/ picnic areas
- blackberries
- availability of shade

Specific comments included: "The house and agricultural museum are priceless cultural and historical treasures" and "It's like stepping into another time and place."

**Characteristics:**

- natural setting
- tranquil
- open and spacious
- historical
- family oriented
- focus on environmental concerns
- non-commercial
- not crowded

Specific comments included: "postcard ambiance".

**Activities:**

- house & farm tours
- Wintering In Festival, including the apple cider tasting
- studying history
- wildlife viewing
- picnicking
- bicycling
- programs & exhibits
- exploration by children

Specific comments included: "Liked the smaller size of the Wintering In Festival as compared to Oktoberfests in the area" and "The home and farm seem real and not museum-like".

Please see the table at the end of the memo for full descriptions.

**13. What facility and program improvements would you like to see?**

- |                                                       |                                                           |
|-------------------------------------------------------|-----------------------------------------------------------|
| <input type="checkbox"/> Additional restrooms         | <input type="checkbox"/> Interpretive displays            |
| <input type="checkbox"/> Trails                       | <input type="checkbox"/> Private parties                  |
| <input type="checkbox"/> Wildlife viewing blinds      | <input type="checkbox"/> Living history demonstrations    |
| <input type="checkbox"/> Educational programs/classes | <input type="checkbox"/> Cultural events (e.g. folk life) |

- |                                                             |                                                                    |
|-------------------------------------------------------------|--------------------------------------------------------------------|
| <input type="checkbox"/> Seasonal festivals                 | <input type="checkbox"/> Barrier-free access to Bybee-Howell House |
| <input type="checkbox"/> Wedding gazebo                     | <input type="checkbox"/> Parking                                   |
| <input type="checkbox"/> Outdoor picnic shelters            | <input type="checkbox"/> Other _____                               |
| <input type="checkbox"/> Barrier-free access to the grounds |                                                                    |

Facilities or program improvements wanted overall included seasonal festivals and living history demonstrations, ranking first and second (53.3% and 47.8% respectively), while additional restrooms were of concern to only about a third of park users who responded. By contrast, examining responses by group, members of the Grange wanted additional restrooms. Their other concerns included: leaving the park alone/, making no improvements, and draining the lake. Public meeting attendees and workshop participants put priority on trails.

14. If you were required to pay an entrance fee for using Howell Territorial Park, would you visit the park?  
yes ☐ no ☐

15. What level of entrance fee would you be willing to pay per vehicle for improvements you'd like to see?  
☐ \$1 ☐ \$2 ☐ \$4 ☐ \$6

Eighty-four percent of the total surveyed indicated they would pay an entrance fee for using Howell Territorial Park, with a \$2 fee being the most popular. However, among Grange members eighty-eight percent of their group would not pay an entrance fee.

16. What additional stories or historic facts would you like to know about Howell Territorial Park or Sauvie Island?  
(Please check all that apply.)

- |                                               |                                          |                                          |
|-----------------------------------------------|------------------------------------------|------------------------------------------|
| <input type="checkbox"/> Wildlife             | <input type="checkbox"/> Lewis and Clark | <input type="checkbox"/> Historic Plants |
| <input type="checkbox"/> Island History       | <input type="checkbox"/> Native American | <input type="checkbox"/> Botany          |
| <input type="checkbox"/> Bybee-Howell History | <input type="checkbox"/> History         | <input type="checkbox"/> Other _____     |
| <input type="checkbox"/> Historic Farming     | <input type="checkbox"/> Archeology      |                                          |

History seems to be a draw for most visitors to the park or island. Seventy-one percent would like more stories and/or historical facts on island history and sixty-one percent on Native American history. History as it pertains to plants, farming and Bybee-Howell House appealed to at least 50% of the respondents.

17. What other suggestions or improvements do you have for Howell Territorial Park?

In the responses to this question, more diversity of opinion between the four groups was apparent. Observations concerning trends that were detected in the responses of the four groups follow. Due to the difference in the size of the four groups, the largest having 84 respondents and the smallest having five, they do not carry equal weight statistically.

#### Wintering-in Participants:

- Gardens: more historic gardens - roses and/or vegetables/ tend the herb garden more carefully, display names of herbs, add heirloom plants, maintain the agricultural and horticultural connections.

- House & Structures: paint house/ add table and chairs to porch/ turn stage and use band shell so tour guide will be heard better.
- Grounds: low impact trail systems/ trail to wetland and wildlife viewing blinds/ bike trail/ road signs to park/ prevent grass from becoming fire hazard with rules permitting no smoking and no firecrackers.
- Activities: living history interpretations year round/ week day tours for schools/ additional historical research on daily activities of household/ advertise Wintering In more widely and earlier.
- Several respondents answered "None" to the request for suggestions or improvements. This could be construed as wanting no changes or merely having thought of no improvements to suggest.

#### **Grange Members:**

These respondents had more dramatic or drastic changes to suggest. These included: replace the apple orchard with healthy trees/ pump the small lake on the property/ drain the lake/ remove the pond/ restore park to original state and allow no tourists/ make no changes or improvements at all in the future, just maintain the park.

#### **Public Workshop Participants (10/7/95):**

Only five of the fifteen respondents in this group answered this question. Despite the fact the answers were few in number, they were broad in scope. They suggested: better bus service to the park/ free bus service to the park/ charge a parking fee to finance improvements/ provide maps showing hiking trails/ offer tours of house more often/ do more promotion/care for the orchards better/ identify the apples/ keep the blackberries/ re-design the herb garden/ trellis the grapes/ use heirloom plants.

#### **Public Workshop Participants (11/14/95):**

The three responses to question no. 17 from this group were also divergent: re-plant the pasture and control weeds/ establish a wildlife rehabilitation facility, nature center and classrooms/ no improvements are necessary.

18. Please circle your age: 5-9 10-19 20-29 30-39 40-49 50-59 60 or over

Park users tend to be middle-aged, according to the survey. 35% are between 40 and 49, 27% are over 60 and 22% are in their fifties. One would have thought these percentages were skewed because of the large number of Wintering In Participants, and their connection with the Oregon Historical Society, whose membership tends to be older. The age breakdown, however, seems to be consistent throughout.

19. Please circle the number of people in your household 1 2 3 4 5 6 7 8 9 10

Question #19: The age tendency, as described above, would seem to correspond to the size of households as reported in the survey. Forty-six percent are households of only two people and nineteen

percent are single householders. This particular survey found few park users to be large families or even parents with one or two children. Blue Lake Park appears to draw more from that bracket.

20. What is your ZIP code? \_\_\_\_\_

**For zip code breakdown, refer to tallies.**

21. Which category best describes your annual household income?

- under \$15,000
- \$15,000 - \$24,999
- \$25,000 - \$34,999
- \$35,000 - \$49,999
- \$50,000 - \$75,000
- over \$75,000

Seventy-three percent of the household income for park users falls between \$35,000 and \$75,000, higher than a national average, but comparable to other per capita income data for the state of Oregon. The income distribution reflected in these figures corresponds to a study conducted by Belden Associates for the TAP90 project.

#### Survey Tallies -

Since all respondents did not answer every question, one column (a) indicates the number who chose each option within that question and one column, (b) was inserted for the number of respondents who answered each question, one column (c) displays the percentage of each choice. See example below.

|                                   | (a)        | (b)          | (c)    |
|-----------------------------------|------------|--------------|--------|
| 7) What do you do at Howell Park? | No. Chose  | No. Answered | %      |
|                                   | Ea. Option | Question     |        |
| Picnic                            | 41         | 110          | 37.27% |
| Tour Bybee-Howell House           | 66         | 110          | 60.00% |
| Tour Agricultural Museum          | 34         | 110          | 30.91% |
| View wildlife                     | 36         | 110          | 32.73% |
| Attend special events (public)    | 90         | 110          | 81.82% |
| Attend special events (private)   | 18         | 110          | 16.36% |
|                                   |            |              |        |

A subsequent set of spreadsheets sorts the options by preference. See example below.

| 7) What do you do at Howell Park? | No. Chose  | No. Answered | %      |
|-----------------------------------|------------|--------------|--------|
|                                   | Ea. Option | Question     |        |
| Attend special events (public)    | 90         | 110          | 81.82% |
| Tour Bybee-Howell House           | 66         | 110          | 60.00% |
| Picnic                            | 41         | 110          | 37.27% |
| View wildlife                     | 36         | 110          | 32.73% |
| Tour Agricultural Museum          | 34         | 110          | 30.91% |
| Attend special events (private)   | 18         | 110          | 16.36% |

## TOTAL RESPONDENTS

**No. Chose**

No. Answered

### Ea Option

### Question

%

1) What mode of transportation did you use to get here?

|     |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |     |  |     |  |        |
|-----|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|-----|--|-----|--|--------|
| Car |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 109 |  | 116 |  | 93.97% |
|-----|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|-----|--|-----|--|--------|

|      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |   |  |     |  |       |
|------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|---|--|-----|--|-------|
| Bike |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 5 |  | 116 |  | 4.31% |
|------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|---|--|-----|--|-------|

|     |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |   |  |     |  |       |
|-----|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|---|--|-----|--|-------|
| Bus |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 2 |  | 116 |  | 1.72% |
|-----|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|---|--|-----|--|-------|

|      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |   |  |     |  |       |
|------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|---|--|-----|--|-------|
| Boat |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 0 |  | 116 |  | 0.00% |
|------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|---|--|-----|--|-------|

|                                        |  |  |  |  |  |  |  |  |  |  |     |  |     |  |  |
|----------------------------------------|--|--|--|--|--|--|--|--|--|--|-----|--|-----|--|--|
| If by car, how many people in the car? |  |  |  |  |  |  |  |  |  |  | 202 |  | xxx |  |  |
|----------------------------------------|--|--|--|--|--|--|--|--|--|--|-----|--|-----|--|--|

2) If it was more convenient, would you come by bus?

[illegible]

|            |  |  |  |  |  |  |  |  |  |  |  |  |  |  |           |  |            |  |               |
|------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|-----------|--|------------|--|---------------|
| <b>Yes</b> |  |  |  |  |  |  |  |  |  |  |  |  |  |  | <b>42</b> |  | <b>103</b> |  | <b>40.78%</b> |
|------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|-----------|--|------------|--|---------------|

3) What is your purpose for coming to Sauvle Island each year?

|                               |  |  |  |  |  |  |  |  |  |  |  |    |  |     |  |        |
|-------------------------------|--|--|--|--|--|--|--|--|--|--|--|----|--|-----|--|--------|
| Visit Howell Territorial Park |  |  |  |  |  |  |  |  |  |  |  | 85 |  | 114 |  | 74.56% |
|-------------------------------|--|--|--|--|--|--|--|--|--|--|--|----|--|-----|--|--------|

[illegible][illegible]

|                      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |           |  |            |               |
|----------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|-----------|--|------------|---------------|
| <b>View wildlife</b> |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | <b>30</b> |  | <b>114</b> | <b>26.32%</b> |
|----------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|-----------|--|------------|---------------|

|         |  |  |  |  |  |  |  |  |  |  |  |  |  |  |    |  |     |  |        |
|---------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|----|--|-----|--|--------|
| Bicycle |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 17 |  | 114 |  | 14.91% |
|---------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|----|--|-----|--|--------|

|            |  |  |  |  |  |  |  |  |  |  |  |  |  |  |    |  |     |  |        |
|------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|----|--|-----|--|--------|
| Live Here* |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 12 |  | 114 |  | 10.53% |
|------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|----|--|-----|--|--------|

[illegible][illegible][illegible][illegible][illegible]

|                   |  |  |  |  |  |  |  |  |  |  |  |  |  |          |  |            |              |
|-------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|----------|--|------------|--------------|
| <b>Train Dogs</b> |  |  |  |  |  |  |  |  |  |  |  |  |  | <b>2</b> |  | <b>114</b> | <b>1.75%</b> |
|-------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|----------|--|------------|--------------|

[illegible][illegible][illegible][illegible]

\* Listed under "Other" on various surveys

4) How many times do you come to Sauvie Island each year?

|     |    |       |
|-----|----|-------|
| 456 | 98 | 4.65* |
|-----|----|-------|

**\*\* Average no.visits per person**

5) What seasons do you typically visit Sauvle Island?

|      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |    |  |     |  |        |
|------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|----|--|-----|--|--------|
| Fall |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 92 |  | 104 |  | 88.46% |
|------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|----|--|-----|--|--------|

|        |  |  |  |  |  |  |  |  |  |  |  |  |  |  |    |  |     |  |        |
|--------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|----|--|-----|--|--------|
| Summer |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 69 |  | 104 |  | 66.35% |
|--------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|----|--|-----|--|--------|

|        |  |  |  |  |  |  |  |  |  |  |  |  |  |  |    |  |     |  |        |
|--------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|----|--|-----|--|--------|
| Spring |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 50 |  | 104 |  | 48.08% |
|--------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|----|--|-----|--|--------|

|        |  |  |  |  |  |  |  |  |  |  |  |  |  |  |    |  |  |     |  |  |        |
|--------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|----|--|--|-----|--|--|--------|
| Winter |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 28 |  |  | 104 |  |  | 26.92% |
|--------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|----|--|--|-----|--|--|--------|



|                                                                                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | No. Chose | No. Answered |        |
|---------------------------------------------------------------------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|-----------|--------------|--------|
|                                                                                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | Ea Option | Question     | %      |
|                                                                                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |           |              |        |
| 6) How Did You Learn About Howell Park?                                               |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |           |              |        |
| Oregon Historical Society                                                             |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 41        | 110          | 37.27% |
| Visited Sauvie Island                                                                 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 40        | 110          | 36.36% |
| Attended event at Howell Territorial Park                                             |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 24        | 110          | 21.82% |
| Friend                                                                                |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 19        | 110          | 17.27% |
| News Media                                                                            |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 15        | 110          | 13.64% |
| Metro                                                                                 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 8         | 110          | 7.27%  |
| Live on Island*                                                                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 6         | 110          | 5.45%  |
| Other                                                                                 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 4         | 110          | 3.64%  |
| Portland Oregon Visitors Association                                                  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 0         | 110          | 0.00%  |
|                                                                                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |           |              |        |
| *Listed under "Other" on various surveys                                              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |           |              |        |
|                                                                                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |           |              |        |
| 7) What Do You Do at Howell Park?                                                     |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |           |              |        |
| Attend special events (public)                                                        |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 90        | 110          | 81.82% |
| Tour Bybee-Howell House                                                               |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 66        | 110          | 60.00% |
| Picnic                                                                                |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 41        | 110          | 37.27% |
| View wildlife                                                                         |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 36        | 110          | 32.73% |
| Tour Agricultural Museum                                                              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 34        | 110          | 30.91% |
| Attend special events (private)                                                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 18        | 110          | 16.36% |
|                                                                                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |           |              |        |
| 8) Have you attended the annual Wintering in Festival at Howell Territorial Park??    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |           |              |        |
| Yes                                                                                   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 88        | 112          | 78.57% |
| No                                                                                    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 24        | 112          | 21.43% |
|                                                                                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |           |              |        |
| 9) What other facilities do you visit for similar wildlife or historical experiences? |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |           |              |        |
| Sauvie Island Wildlife Refuge, Portland, OR                                           |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 52        | 102          | 50.98% |
| Fort Vancouver, Vancouver, WA                                                         |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 51        | 102          | 50.00% |
| Champoeg Park, St. Paul, OR                                                           |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 48        | 102          | 47.06% |
| Audubon Society, Portland, OR                                                         |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 47        | 102          | 46.08% |
| Aurora Settlement, Aurora, OR                                                         |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 35        | 102          | 34.31% |
| End of the Oregon Trail, Oregon City, OR                                              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 25        | 102          | 24.51% |
| Smith-Bybee Lakes, Portland, OR                                                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 20        | 102          | 19.61% |
| Pomeroy House, Yacolt, WA                                                             |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 17        | 102          | 16.67% |
| Columbia County Museum, St. Helens, OR                                                |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 13        | 102          | 12.75% |
| Philip Foster Farm, Estacada, OR                                                      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 12        | 102          | 11.76% |
| Dorris Ranch, Springfield, OR                                                         |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 2         | 102          | 1.96%  |
| Minto Brown Park, Salem, OR                                                           |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 1         | 102          | 0.98%  |
| Farm Tool Museum, Lafayette, OR                                                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 1         | 102          | 0.98%  |
| Barlow Trail*                                                                         |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 1         | 102          | 0.98%  |
| Baker City*                                                                           |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 1         | 102          | 0.98%  |
| Vancouver Wildlife Refuge*                                                            |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 1         | 102          | 0.98%  |
| Washington County Museum*                                                             |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 1         | 102          | 0.98%  |
|                                                                                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |           |              |        |
| *Listed under "Other" on various surveys                                              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |           |              |        |
|                                                                                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |           |              |        |
|                                                                                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |           |              |        |
|                                                                                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |           |              |        |
|                                                                                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |           |              |        |

|                                                                                                              |  |  |  |  |  |  |  |  |  | No. Chose                              | No. Answered |        |
|--------------------------------------------------------------------------------------------------------------|--|--|--|--|--|--|--|--|--|----------------------------------------|--------------|--------|
|                                                                                                              |  |  |  |  |  |  |  |  |  | Ea Option                              | Question     | %      |
| 10) How many times do you come to Howell Territorial Park each year?                                         |  |  |  |  |  |  |  |  |  | 280                                    | 101          | 2.77** |
|                                                                                                              |  |  |  |  |  |  |  |  |  | ** Average number of visits per person |              |        |
| 11) What seasons do you typically visit Howell Territorial Park?                                             |  |  |  |  |  |  |  |  |  |                                        |              |        |
| Fall                                                                                                         |  |  |  |  |  |  |  |  |  | 76                                     | 96           | 79.17% |
| Summer                                                                                                       |  |  |  |  |  |  |  |  |  | 50                                     | 96           | 52.08% |
| Spring                                                                                                       |  |  |  |  |  |  |  |  |  | 27                                     | 96           | 28.13% |
| Winter                                                                                                       |  |  |  |  |  |  |  |  |  | 11                                     | 96           | 11.46% |
| 12) Please tell us what features or aspects you like best about the park?                                    |  |  |  |  |  |  |  |  |  |                                        |              |        |
| See notes                                                                                                    |  |  |  |  |  |  |  |  |  |                                        |              |        |
| 13) What facility or program Improvements would you like?                                                    |  |  |  |  |  |  |  |  |  |                                        |              |        |
| Seasonal festivals                                                                                           |  |  |  |  |  |  |  |  |  | 48                                     | 90           | 53.33% |
| Living history demonstrations                                                                                |  |  |  |  |  |  |  |  |  | 43                                     | 90           | 47.78% |
| Trails                                                                                                       |  |  |  |  |  |  |  |  |  | 34                                     | 90           | 37.78% |
| Wildlife viewing blinds                                                                                      |  |  |  |  |  |  |  |  |  | 32                                     | 90           | 35.56% |
| Educational programs/ classes                                                                                |  |  |  |  |  |  |  |  |  | 31                                     | 90           | 34.44% |
| Interpretive displays                                                                                        |  |  |  |  |  |  |  |  |  | 31                                     | 90           | 34.44% |
| Additional restrooms                                                                                         |  |  |  |  |  |  |  |  |  | 30                                     | 90           | 33.33% |
| Cultural events                                                                                              |  |  |  |  |  |  |  |  |  | 28                                     | 90           | 31.11% |
| Outdoor picnic shelters                                                                                      |  |  |  |  |  |  |  |  |  | 22                                     | 90           | 24.44% |
| Wedding gazebo                                                                                               |  |  |  |  |  |  |  |  |  | 19                                     | 90           | 21.11% |
| Barrier-free access to the grounds                                                                           |  |  |  |  |  |  |  |  |  | 12                                     | 90           | 13.33% |
| Barrier-free access to Bybee-Howell House                                                                    |  |  |  |  |  |  |  |  |  | 11                                     | 90           | 12.22% |
| Private parties                                                                                              |  |  |  |  |  |  |  |  |  | 8                                      | 90           | 8.89%  |
| Other                                                                                                        |  |  |  |  |  |  |  |  |  | 8                                      | 90           | 8.89%  |
| Parking                                                                                                      |  |  |  |  |  |  |  |  |  | 7                                      | 90           | 7.78%  |
| 14) If you were required to pay an entrance fee for using Howell Territorial Park, would you visit the park? |  |  |  |  |  |  |  |  |  |                                        |              |        |
| Yes                                                                                                          |  |  |  |  |  |  |  |  |  | 84                                     | 105          | 80.00% |
| No                                                                                                           |  |  |  |  |  |  |  |  |  | 21                                     | 105          | 20.00% |
| 15) What level of entrance fee would you be willing to pay per vehicle for Improvements you'd like to see?   |  |  |  |  |  |  |  |  |  |                                        |              |        |
| \$2                                                                                                          |  |  |  |  |  |  |  |  |  | 49                                     | 87           | 56.32% |
| \$4                                                                                                          |  |  |  |  |  |  |  |  |  | 19                                     | 87           | 21.84% |
| \$1                                                                                                          |  |  |  |  |  |  |  |  |  | 18                                     | 87           | 20.69% |
| \$6                                                                                                          |  |  |  |  |  |  |  |  |  | 1                                      | 87           | 1.15%  |



[illegible]

Nevue  
Ngan  
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## MEMORANDUM

**Date:** July 16, 1996

**To:** Jane Hart, Metro  
Carla Simon, Oregon Historical Society

**From:** Laurel Lyon, Nevue Ngan Associates

**Re:** Comparable Facilities Survey Summary for the Howell Territorial Park  
Master Plan

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### Criteria for Selection of Comparable Facilities

A comparable facilities survey was conducted to learn about other historic farms programs, staffing and financing. After preliminary research and consultation with OHS staff and the Project Advisory Committee, NNA developed a list of facilities to contact. The criteria for choosing facilities to survey included components similar to Howell Territorial Park or what it could have in the future:

- Historic farm amongst existing farmland
- Close proximity to urban area
- Within or near natural wildlife habitat
- Agricultural, natural, cultural, historical interpretation
- Similar size to Howell Territorial Park
- Comparable historic period
- Educational programs
- Living history demonstrations
- Native American presence in past
- Sanctuary/refuge quality
- Public funding sources

### **Questionnaire Results**

A questionnaire was sent to sixteen facilities in the region as well as nationally. Several were contacted by telephone. Site visits were made to the local facilities. Ten responses were returned. No facility surveyed fulfilled all the criteria. Unlike Howell Territorial Park, most historic farms do not have a wildlife refuge in close proximity. Although many are near water, none surveyed are located on an island. Ten facilities responded to the questionnaire, some included yearly calendars, brochures, and in one case a master plan.

All the institutions surveyed have a variety of funding sources and number of visitors. For most places educational programs and special events are key components for visitation, revenue and program emphasis.

### **Educational Programs**

- All facilities relied heavily on educational programs for revenue and visitation.
- Facilities that charged per student for programmed activities are cost effective, if trained volunteers supplement staff.
- The facilities with pre- and post- visitation curriculum felt the programs were more organized and participants more attentive.

### **Special Events**

- All facilities offered special events, which were identified as successful programs and revenue sources.
- Smaller facilities had fewer seasonal events, but used them as primary revenue sources. Larger facilities held numerous events throughout the year.
- Some opened their facilities for private parties.

### **Funding**

- Each institution relied on a variety of funding resources; 60% listed a local tax base as their primary funding source.
- Admission fees were the second source of funding for most facilities.
- Smaller facilities relied more heavily on special events sponsored by the facility.

### **Staffing**

- Staffing levels varied widely. Generally smaller facilities had a higher proportion of full time staff to number of annual visitors than more heavily attended facilities.
- Volunteers supplemented staff to varying degrees, ranging from 4 times the number of paid staff to 16 times. These figures are inconclusive, because many volunteers may be used for one event only.
- The Philip Foster Farm in Estacada, OR, is run entirely by unpaid volunteers.

### **Visitation/Seasons Open**

- Annual visitation ranged from less than 10,000 to over 250,000.
- Average daily attendance ranged from less than 50 to 800.
- Most facilities were open for 4 seasons, some with limited programs in the winter.

### **Recommendations for Historic Farm**

- All living history farms recommended to start those efforts slowly.
- Animals are a draw, especially for children, but require more staff.
- Hands-on demonstrations are very popular, but require adequate staff or volunteers.
- Regional culture and history contributes to the types of programs offered.

### **Facilities Design**

- All sites had small permanent parking lots. This implies that special events which dramatically increase annual visitation numbers, rely on the use of overflow parking in fields or off-site.
- Although no conclusive information was available concerning average length of visit, the small parking lots imply a typical stay of 1 to 1.5 hours.

### **Local Wedding Event Facilities**

Because one of the existing revenue sources for Howell Territorial Park is the rental of the grounds for weddings, and other special events, NNA also gathered information on comparable facilities of seven other private special event venues in the Portland metropolitan area. The intent was to provide the OHS staff with additional information of local wedding or special event venues. No detailed analysis was included as part of the Master Plan project. Please see the attached chart for Wedding Facilities.

# Comparable Facilities Survey

| Site                                         | Staff  | #      | %     | Acres | Bldgs | Special Events | Best Prog.                            | Annual Visitors | Daily Attend.       |         | Seasons Open | Parking |       | Fund/Revenue Sources |        |      |        |       |        |       |       |   |  |
|----------------------------------------------|--------|--------|-------|-------|-------|----------------|---------------------------------------|-----------------|---------------------|---------|--------------|---------|-------|----------------------|--------|------|--------|-------|--------|-------|-------|---|--|
|                                              |        | Volunt | Admin |       |       |                |                                       |                 | Max                 | Average |              | Perm    | Extra | Tax                  | Events | Fees | Grants | Endow | Donat. | Sales | Memb. |   |  |
| Philip Foster Farm<br>Eagle Creek, OR        |        | ALL    |       |       | 3     |                | edu/school events                     |                 |                     |         | 3            |         |       |                      |        |      | 2      |       |        |       |       | 1 |  |
| Staufferd Will Farm<br>Aurora, OR            |        |        |       | NA    | NA    | yes            |                                       | 2,000           | 100                 | 60      | 1            | 50      |       |                      | 1      | 2    |        |       |        | 3     |       |   |  |
| Pomeroy House<br>Yacolt, WA                  | 6      | 100    | 60%   | 60    | 6     | yes            | edu prog.<br>2 festivals<br>gift shop | 9,500           | 292                 | 150     | 3            | 20      | 200   |                      | 1      | 2    |        |       | 3      |       |       |   |  |
| Hanley House<br>Medford, OR                  | 1<br>2 | 5      |       | 37    | 10    | NA             | NA                                    | NA              | NA                  | NA      | NA           | 25      |       | 1                    |        | 2    |        |       |        |       |       |   |  |
| Slate Run Farm<br>Ashville, OH               | 4<br>1 |        |       |       | 4     |                | edu prog.<br>spec events<br>weekends  | 27,000          | 500                 | 300     | 4            |         |       | 1                    |        |      |        |       |        |       |       |   |  |
| Ronald Jensen Farm<br>Wellsville, UT         |        |        |       |       |       | yes            | edu prog<br>day camp                  |                 | special events only |         |              |         |       | 1                    |        |      |        | 2     |        |       |       |   |  |
| Kelsey Creek Comm. Park<br>Bellevue, WA      | 25     | 96     | 50%   | 170   | 4     | yes            | Day Camp<br>Pottery/Art               | 264,479         | 2,000               | 800     | 4            | 60      |       | 1                    | 3      | 2    |        |       |        |       |       |   |  |
| Renfrew Park<br>Waynesboro, PA               | 2      |        | 30%   | 107   | 8     | yes            | special event                         | 33,000          | 3,000               | 100     | 4            | 40      | 500   |                      |        | 2    | 3      | 1     |        |       |       |   |  |
| Eleanor Lawrence Park<br>Chantilly, VA       | 10     | 40     | 20%   | 634   | 6     | yes            |                                       | 35,000          | 250                 | 95      | 4            | 120     |       | 1                    |        |      |        |       |        |       |       |   |  |
| Howell Living History Farm<br>Titusville, NJ | 6<br>3 |        |       | 45    | 5     | yes            | edu prog.<br>special events           | 45,580          |                     |         | 4            |         |       | 1                    |        |      |        |       |        |       |       |   |  |



# Wedding Event Comparable Facilities

| Location                                                                                 | Event Charge*                            |                                | Refund.<br>Deposit | Catering<br>Per/pers. | Max<br>Capacity      | Alcohol   | Owner       | Comments                                                                                                |
|------------------------------------------------------------------------------------------|------------------------------------------|--------------------------------|--------------------|-----------------------|----------------------|-----------|-------------|---------------------------------------------------------------------------------------------------------|
|                                                                                          | Weekends                                 | # persons                      |                    |                       |                      |           |             |                                                                                                         |
| Howell Territorial Park<br>13901 NW Howell Park Rd.<br>Portland, OR 97231<br>222-1741    | \$350                                    |                                |                    | NA                    |                      | yes       | Metro/OHS   | space designated<br>set up, clean up, tables, chairs not incl.<br>catering set up limited               |
| Leach Botanical Gardens<br>6704 SE 122nd<br>Portland, OR 97236<br>761-9503               | \$695                                    |                                | \$100              | NA                    |                      | yes       | PDX Parks   | piano, tables & chairs<br>no ampl. music                                                                |
| Washington Park Rose Garden<br>400 SW Kingston St.<br>Portland, OR 97301<br>823-2525     | \$100*<br>\$57                           | rose garden<br>picnic area     |                    | NA                    | 150                  | NA        | PDX Parks   | Outdoor only.<br>Picnic Site A covered, w/ elec, 9 tables<br>U-clean up<br>Reserve January for summer   |
| Crystal Springs Rhodo. Garden<br>28th & SE Woodstock<br>Portland, OR 97202<br>256-2483   | \$150*<br>\$485                          | \$25<br>\$150<br>sliding scale | \$50<br>\$225      | NA                    | 150                  |           | Rhod Soc.   | entry fee waived for wedding guests.<br>Outdoor only. Plan to construct indoor.<br>U-clean up           |
| Lake House at Blue Lake Park<br>20500 NE Marine Drive<br>Troutdale, OR 97060<br>667-3483 | \$538                                    |                                | \$100              | NA                    | 167<br>250<br>180    | yes       | Metro       | Optional clean up charge \$105<br>\$2/adult park entry fee waived<br>Average 5 events/weekend July-Sept |
| Jenkins Estate<br>8005 SW Grabhorn<br>Aloha, OR 97007<br>642-3855                        | \$525<br>\$675                           | in district<br>out dist.       |                    | NA                    | 175                  | wine list | Tual. Parks | tea house<br>set up, clean up not included<br>equip. at extra cost<br>resource sheets                   |
| McCulloch Farms<br>6065 SW River Rd.<br>Hillsboro OR 97123<br>649-7117                   | \$600                                    |                                | \$50               | \$8<br>\$9<br>\$11    | 100 min              | yes       | private     | live bands OK<br>table, chair tableware,<br>decor package                                               |
| Lakeside Gardens<br>16211 SE Foster Rd<br>Portland OR 97236<br>760-6044                  | \$1,800<br>\$2,100                       | 4 hrs only<br>add 2 hrs        |                    | \$10 min.             | 225                  | yes       | private     | wedding consultant, extras                                                                              |
| L'Auberge des Fleurs<br>39391 SE Lusted Rd<br>Sandy, OR 97055<br>663-9449                | \$3,405<br>\$4,342<br>\$4,990<br>\$5,388 | 100<br>150<br>200<br>225       |                    |                       |                      | yes       | private     | price includes per person catering                                                                      |
| Queen Anne Victorian<br>1441 N. McClellan<br>Portland, OR 97217<br>283-3224              | \$1,350<br>\$1,550                       |                                | \$300              | NA                    | 300<br>200 in gazebo | yes       | private     | limo service available                                                                                  |

\*Unless otherwise noted fees are for 6 hour event include set up, clean up, tables, chairs, tableware, linen and decor varies.

## Sauvie Island and Howell Territorial Park History

## ■ SAUVIE ISLAND AND HOWELL TERRITORIAL PARK HISTORY

Ever since Sauvie Island was formed by soil deposits at the confluence of the Columbia and Willamette Rivers, it has been in a process of transformation. The Island was created and modified by frequent flooding. Tens of thousands of migratory birds use the Island as a stopover along the Pacific Flyway. Native American settlements thrived for thousands of years until diseases carried by Europeans wiped out their tribes in one decade.

Since white settlers came in the 1850's, changes to control and manage the land have been dramatic. Yet cultural change comes slowly to an Island where many current residents trace their family's land ownership back five generations. Until 1910 there was no regular river ferry access, electrical power, or roads on the Island. A bridge to allow vehicular access wasn't built until 1950. This isolation has given its residents pride in preserving their cultural identity. In recent times disputes over development, land use, wildlife and agricultural management have frequently found local residents, urban tourists and governmental agencies in conflict. Recent controversies over cattle grazing, nude sunbathing, congestion, overuse of recreational facilities, public access, agriculture and waterfowl habitat make Sauvie Island a microcosm of the issues faced by modern culture.

The Island attracts growing numbers of day users every year. Of the estimated 800,000 people who visit the Island, 75 percent do so primarily for recreation along the sandy beaches of the Columbia River. Urban

dwellers who use Sauvie Island as a recreational destination don't always understand the values of residents who have worked hard to preserve their rural way of life.

## ISLAND PEOPLE

### Native Americans

Native peoples have recognized Sauvie Island's suitability for settlement for millennia. Although little remains of early Native American cultures on the Island, relics found date back to 2900 BC. It is believed that different components of the Chinook tribe lived here side by side in "long houses" for seasonal hunting and salmon fishing. Wapato, a staple of their diet, thrived in the frequently flooded lowlands. The Island's location at the Columbia / Willamette River confluence also made it an ideal gathering place for tribal festivals that would include canoeing, horse racing and salmon bakes.

When Lewis and Clark first visited the Island in 1805, they estimated the native population to be at 3000. After European settlement, disease ravaged the Native American population. Although other Multnomah tribespeople re-settled during the homestead period of the 1860's, the native population never recovered.

### Early Explorers

Many of the early Euro-American explorers and traders coming to the Northwest visited Sauvie Island, using it as a camp site on the Columbia River, the main transportation corridor of the Pacific Northwest. When canoeing down the river in the fall of 1805, Lewis and Clark stayed on Sauvie Island and noted its abundance of plants and wildlife.

They were so bothered by the noise of migratory birds that on their return trip, they chose to camp on the North side of the Columbia to sleep relatively undisturbed. In 1834 Nathaniel Wyeth, an entrepreneur from Massachusetts, attempted to develop a community based on agriculture and the rich salmon resources. He envisioned it would rival the Hudson's Bay Company. The settlement Wyeth founded, Fort Williams, was located on the Multnomah Channel. Wyeth's vision was not achieved and Fort William survived for only two years. Members of his party included naturalist J. K. Townsend and botanist Thomas Nuttall, who saw the significance of the Island's habitat and documented its flora and fauna.

Laurent Sauve, for whom the Island is named, was a French trapper commissioned by the British-owned Hudson's Bay Co. to run a dairy farm on the Island around 1838. When the United States acquired the Oregon Territory in 1848, Hudson's Bay ended its dairy operation and removed Sauve from the Island. Sauve's name, however, remains with the Island.

### **Homesteaders**

The early settlers of the Island who had crossed the continent on the Oregon Trail in the 1850's recognized the value of the rich soils, fish and wildlife which continues to characterize the Island today.

People from areas which had been territories (i.e. Kentucky, Missouri) in particular were attracted to the Oregon Territory. What they brought with them were farming practices, cultural, land use and building patterns from their region.

### **Howell Territorial Park Property**

One of the early homesteaders was James Francis Bybee who immigrated to Oregon

from Kentucky. Under the Donation Land Act homesteaders could claim up to 320 acres for an individual or 640 acres for a married couple.

James Bybee's wife, Julia Ann Miller, arrived two years prior to her husband and established the 640 acres in 1847 which became the Bybee Donation Land Claim. Bybee arrived "so poor" in his words that "he went to the gold fields of California" and returned with considerable money, part of which enabled him to complete a "substantial Island dwelling" by 1858. The house is an example of transporting cultural patterns from one region to another. It represents the elegant proportions of the classical Greek Revival style popular for landed gentry in southern states. True to customs of his native Kentucky it had a separate structure for the kitchen to avoid cooking heat and odors in the house during hot summers.

Bybee engaged in farming and briefly dabbled in Democratic Party politics. He was one of three original commissioners of newly-established Multnomah County when it was established in 1854. But his devotion was to horse breeding, training and racing and he developed many champion horses during his career.

The Bybee house was sold in 1873 to John and Joseph Howell, elder sons of Dr. Benjamin and Elizabeth Howell who had an adjoining claim. A younger brother, Thomas was an accomplished botanist. His studies and writings on Northwest flora are still acclaimed as pioneer works in the field. John and his wife Amelia moved into the house soon after their wedding in 1875.

Descendants of John and Amelia, including Marge Taber and Mabel Dudley, continued

Multnomah County in 1962. At that time the County and the Oregon Historical Society undertook a major restoration of the house. Furnishings supplied by OHS are typical of a Donation Land Claim family of the 1858-1885 period and are intended to reflect how a family would live in Oregon at that time. Interpretive materials were re-evaluated in the 1980's to depict decorative features more accurate to the 1858-1885 time period.

A number of small buildings were associated with the house and barn. All have been torn down, including the historic kitchen built by James Bybee. No record exists of the number of buildings or the progression of development.

## LAND USES

### Agriculture

The primary agricultural focus of early settlers on the Island was cattle and dairy production. Farmers took advantage of rich soil deposits left by annual floods and the easy access to markets in Portland.

Commerce and cultural links to the rest of the world were dependent on river transportation. Steamships on the Columbia and ferries to the west on Multnomah Channel transported butter and other dairy products from the Island to markets such as Alaska.

A debate arose among the Island residents in the 1930's when the Army Corps of Engineers proposed constructing dikes around the Island to prevent its annual flooding. At times farmers were forced to barge their cattle away from high water. Many Islanders preferred to endure the hardships of flooding in order to reap the benefits of new topsoil deposits on their

land. Nevertheless, by 1941 the dikes were completed, allowing the cultivation of agricultural crops.

Island culture was significantly changed when the bridge was built in 1950. For decades there had been few roads on the Island, farmers preferring to cross fields and fences to get to the ferries. Truck farming and row crops now proliferated and replaced the cattle and dairy production. It was at this time that new non-farm residences began to be more common.

Today due in large part to Oregon's land use laws, Sauvie Island's agricultural industry continues to thrive, despite its close proximity to the Portland metropolitan area.

### Recreation

Recreational uses on Sauvie Island can be traced back to Chinook tribes gathering on the Island for festivals. Since the late nineteenth century members of Portland's hunting clubs have frequented the Island to take advantage of the Island's renowned waterfowl.

More recently, urban residents flock to the Island seeking its sandy beaches, spectacular wildlife viewing, pastoral setting and produce markets. Unfortunately, some of these visitors create problems which include traffic, crime, trespassing, littering and emergency response needs which in some cases exceed the capabilities of the Island's resources.

## ■ TIMELINE

| Dates        | Events                                                                                       |
|--------------|----------------------------------------------------------------------------------------------|
| 2900 BC      | First evidence of human inhabitation of Sauvie Island at Marybell site                       |
| Early 1800's | Native American population of Island villages estimated to be 2,000 by white explorers       |
| 1830         | Smallpox and ague afflict village populations                                                |
| 1830's       | Hudson's Bay Company operated dairy on Island by swimming cattle across Columbia River       |
| 1845         | First white settlers begin to move to Island                                                 |
| 1850         | First Donation Land Act claims made for homesteads on Island                                 |
| 1854         | Bybee moves to Island, claims land next to Howell Territorial Park                           |
| 1858         | Bybee builds house                                                                           |
| 1873         | Bybee sells farm to Howell                                                                   |
| 1874         | Two Granges founded, one for confederate Democrats, another for Union Republicans            |
| 1910         | Regular ferry service access to Island begins                                                |
| 1930's       | Approximately 50 dairy farms barge cows from Island during flood seasons                     |
| 1930-41      | Dikes and levees built by Army Corps of Engineers                                            |
| 1947         | State begins acquiring or controlling 12,000 acres land (half of Island) for wildlife refuge |
| 1950         | Bridge constructed                                                                           |

## Present Day Statistics

|            |                                                                  |
|------------|------------------------------------------------------------------|
| 800,000    | Approximate number of annual visitors to the Island              |
| 10,000     | Approximate number of annual visitors to Howell Territorial Park |
| 850        | Approximate Island resident population                           |
| 380        | Number of households                                             |
| 75%        | Percentage of visitors who use the beach only                    |
| 33%        | Percentage of Island residents living on floating homes or boats |
| 25%        | Approximate percentage of resident Sauvie Island Grange members  |
| 25%        | Approximate percentage of Sauvie Island Conservancy members      |
| 8%         | Percentage of residents listed as farmers in 1990 Census         |
| 1          | Present number of dairy farms on Island                          |
| 12 million | Approximate waterfowl use-days per year                          |

## Interpretive Themes/Programs

## ■ INTERPRETIVE THEMES/PROGRAMS RECOMMENDATIONS

### **Visions**

The rich natural and cultural material present at the park create opportunities for an abundance of interpretive stories to be told. Efforts to expand or change the programs or scope of Howell Territorial Park have been discussed for several years. Most plans have centered on how to emphasize the interpretive potential of the site. OHS consulted experts in living history farms, conducted brainstorming sessions and have discussed ideas internally. Multnomah County and Metro have received wetlands enhancement grants, developed programs with the Home Orchard Society and looked at ways to enhance the recreational uses of the park.

### **Themes**

Howell Territorial Park must be looked at as a part of a larger interpretive, educational and recreational network. If not, the desire to offer everything and to tell *all* stories related to Sauvie Island will be overwhelming. The most effective interpretation is that which related directly to what the visitor can see (visual context) and that is message-driven (thematic) instead of information driven.

Using that philosophy, the interpretive program should initially focus on what the visitors see--- a farm begun in the mid 19th century. The farm, and the events associated with it, are examples of a larger story--- the evolution of Oregon from primarily a rural-based lifestyle to one where urban areas dominate, causing continual conflicts in land use. This story focuses on how people adapt land within their "sphere of living" to meet their needs, which includes altering the landscape when you live in an area. Using this overall story allows the interpretive program to incorporate wildlife and their need for resources; Native Americans and how they used and manipulated the environment to meet their needs; the required self-sufficiency of early settlers within a small "sphere of living," because they had no choice; and the increasing pressure from urbanites whose "sphere" has expanded to include Sauvie Island due to better transportation and more leisure time. This would be an effective approach because every visitor is involved in some way in the conflict. The story also provides an effective vehicle for focusing attention on the need for conserving cultural and natural history.

### **Theme Hierarchy**

With that in mind, an overarching theme could be:

***Different organisms, including people, want to use the same resources and environments in different ways, which leads to conflict and change.***

The following would be supporting themes, organized by different groups of users:

### **Wildlife:**

- Island resources attracted wildlife initially.



- The diversity and number of wildlife have been reduced due, in part, to human changes in the environment and due to hunting.

Additional stories relating to wildlife should be told elsewhere on the island, such as Sturgeon Lake.

#### **Native Americans**

- They used the island intensively for a long time (10,000 years).
- Sauvie Island is part of what once was a major hub of Northwest Indian culture.
- They managed the landscape to provide for their needs.
- The land necessary to maintain their lifestyle was taken over by Euro-American settlers who wanted to use it for dairying and farming.

Additional stories relating to Native Americans should be told elsewhere on the island, such as Wapato State Park.

#### **Settlers**

- Euro-American settlers wanted the land for crops and livestock, thus establishing a new use pattern that limited or precluded other uses.
- They also altered the environment to meet their needs.
- The land affected how they lived (flooding).
- They established the patterns of land use prevalent today.
- The farms and buildings changed character as the area became less isolated and residents adapted to changes in technology and development on the outside, but the rural lifestyle and character remained constant.

#### **Today**

- Most of Sauvie Island is used for conservation of wildlife or farming, both of which require large, dedicated parcels of land.
- Nearby urban dwellers want to use Sauvie Island for recreation due to its attractions and proximity.
- Two groups wanting to use the same resources for different uses causes conflict.

#### **Recommended Interpretive Techniques - General Fixed Techniques**

The following are examples of techniques that occur at more than one location within the interpretive network.

**Technique:** Orientation Station with Interpretive Panels

**Locations:** Parking area near bridge  
Parking area at park entry

**Description:** A set of panels intended to do the following:

- Orient visitors to the entire island.
- Encourage greater use of the entire island.
- Promote safety and considerate use.

**Panel Content:** Panel #1 is an orientation panel with the following elements and only appears at the park entry:

- Introductory text block welcoming visitors to the island and encouraging them to explore.
- Large map of the island showing a "You are Here" and identifying key features.
- List of highlights shown on the map, with small photographs and brief description of each.
- Where to get more specific information. This portion should make visitors aware of other orientation opportunities nearby to let them know where they can find more detailed information if they need it.
- A brochure holder containing the orientation brochure.

Panel #2 at the bridge is a changeable photo display highlighting a different location or activity on the island. Panel #2 at the park entry covers orientation specifically for the park.

#### **Recommended Interpretive Techniques**

##### **Non-Site Specific**

##### **Technique: Orientation Brochure**

**Description:** This is a small brochure with general orientation information for Howell Territorial Park. It gives an outline of things to do and see in the park. It is not intended to give a great deal of interpretive information, but to guide people to places of interest and to encourage them to look for more information.

The brochure should be small enough to be carried easily, and available to people free of charge. It should include the following elements:

- Map of the entire park, with recreational and interpretive opportunities identified.
- Menu of possible activities or trips, based on time available.
- Brief overview of the key stories.

These brochures would be available at all visitor contact points in the park, such as the orientation kiosk, barn, etc. Off-site locations of the brochure could include Metro, OHS and the Portland Oregon Visitor's Association (POVA).

##### **Technique: Visual Scavenger Hunt**

**Description:** This is a brief publication designed to focus a visitor's attention on different aspects of the surrounding environment. This publication would contain a checklist of features found in the park, such as:

- a beaver lodge
- a wapato
- a wetland
- a duck
- a specific artifact found in the house
- a specific artifact found in the barn.

Nevue  
Ngan  
Associates

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## MEMORANDUM

**Date:** December 4, 1995

**To:** Jane Hart, Metro  
Carla Simon, Oregon Historical Society

**From:** Laurel Lyon, Nevue Ngan Associates

**Re:** 11/6/95 Interpretive Themes Session for Howell Territorial Park Master Plan

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The Interpretive Themes Session for the Howell Territorial Park Master Plan was held at 12:00 p.m. on Monday, November 6, 1995, at the Madison Room of the Oregon Historical Society. the purpose of the meeting was to assemble a number of historians, interpretive planners and storytellers to help determine the appropriate messages to incorporate in the Howell Park educational and interpretive programs.

### Introductions

All participants introduced themselves and spoke briefly about their interest or affiliation with the park master plan.

**Bo Nevue** - Principal of Nevue Ngan, consultant for the master plan, has childhood association with grandparents working farm.

**Chet Orloff** - director of the Oregon Historical Society. Chet is interested in seeing what can be done to bring people to the park. He is glad that the park was included as part of the Metro parks ballot measure that passed. He hopes an interpretive center that gives people a sense of the pre- history, history and natural history of the island can be created

**Barb Abrams** - OHS Museum Department Director - Barb has worked with historic homes in several locations and is interested in fulfilling the rich interpretive potential of Howell Park.

**Laurel Lyon** - Project manager for Nevue Ngan. Laurel has gone to the park for several years and has a strong interest in combining natural and historic interpretation.

**Laurel Lyon** - Project Manager for Nevue Ngan. Laurel has gone to the park for several years and has a strong interest in combining natural and historic interpretation.

**Jane Hart** - Project Manager for Metro. Jane is responsible for the day to day management of the master planning program for the Parks and Greenspaces Department. Since she moved to Portland five years ago, she has enjoyed visiting Sauvie Island. She looks forward to improving the park for the community at large.

**Sam McKinney** - Historian, who has written books about the Columbia River and Sauvie Island.

**Jack Cleaver** - OHS Historian and PAC member. Jack has written a series of books about the Bybee-Howell House and the pre-twentieth century Sauvie Island.

**Carla Simon** - Master Plan Manager for OHS, Bybee-Howell Site Manager. Carla came to OHS to manage the Bybee Howell House. She has worked at historic houses and complexes in Texas, Virginia and Wisconsin. She looks forward to interpreting the natural sciences as part of the park's program.

**Jean Spraker** - OHS Education and Outreach Program. Previously Jean worked at the world life museum in Texas and has a special interest in the connection the Bybee-Howell house has with southern culture.

**Donna Matrazzo** - Head of the Sauvie Island Conservancy, PAC member, script writer for interpretive films, and Sauvie Island resident. Donna is especially interested in having a master plan for the park's wildlife area.

**Deb Scrivens** - Coordinates natural resources and education for Metro. Deb has worked on interpretive programs for Metro's Oxbow, Blue Lake and Beggar's Tick Parks.

**Terrence O'Donnell** - Historian, author. Terrence had childhood experience on a working farm. He wonders what the island will be like given the enormous pressures it faces.

**Gail Chehak** - Klamath tribe member, Coordinator of Tourism and Arts for the Affiliated Tribes of Northwest Indians. Gail is currently working on a guidebook to Indian Country, which has few sites in Oregon featured. She would like to see the rich Native American history on Sauvie Island interpreted at the park.

**Dave Bucy** - Interpretive Planner for park master plan, fifth generation Oregonian. Dave sees this exercise as a tool to solve on interpretive values. He is also interested in the relationship of history and settlement patterns.

**Jeff Uecker** - Education Coordinator for OHS. Jeff is interested in the public and educational programming potential at Howell Territorial Park.

### **Project Overview**

Bo briefly reviewed the planning process that the PAC, Metro, OHS and consultants have undertaken to date for the master plan. He illustrated with slides the context of the Island, its natural resources, visitor attractions and pastoral quality. Even though there are an average of 800,000 visits to the island each year, few people come to the park, which is located less than a mile from the bridge.

In addition to the PAC meetings, public involvement has included one public workshop at the site, and a user survey with over 150 returned responses. Another public meeting is scheduled for 7:00 p.m., Tuesday, November 14th, at the Sauvie Island School. The consulting team, which includes a wildlife biologist, has conducted a site assessment to understand the existing conditions and determine what are the appropriate activities most suitable for various locations on the park's 73 acres.

### **Historical Context**

#### **Sauvie Island -**

Jack mentioned that most historic accounts of the island assume that the Native American population was wiped out by the plague in the mid-1800's yet there is evidence that as many as 700 Multnomahs re-populated the island from other places while white settlers had homesteaded on the island. In 1852 the Chief of the Sauvie Island Indians stated there were 400 of his tribe living there. The island's Native American history needs to be looked at again.

Gail added that it was customary for coastal Indians to winter up river on the Columbia. Coastal and Columbia River tribes mingled. When Indians were being relocated at reservations, coastal tribes such as the Siletz would claim the small number of Multnomahs as part of their tribe, so they would have an affiliation.

One of the many interesting early white settlers of Sauvie Island was Isabel Logie who practiced medicine throughout the region.

#### **Bybee Howell House**

Carla outlined the present interpretive program, spaces and hours open to the public of the Bybee -Howell House and agricultural Museum. The house and Museum are open from the first week in June to the last week in September on weekends only, between 12 noon to 5:00 p.m.

The historical interpretation for the house covers the dates 1858-65, when either the Bybee or Howell families resided in the house. In addition to talking about the Bybees and Howell families, the interpreters describe how pioneer families lived during those times. For security reasons no prize artifacts are on display at the house. Instead period pieces of lesser significance are used to depict the furnishings and decor of a typical family's domestic setting.

#### **Agricultural Museum and Barn**

The front third of the barn includes exhibits of farm equipment of the Oregon Country from the turn of the century. A tack shop, wagons and a separator as well as ranch equipment used in Eastern Oregon are part of the exhibit. Once again the collection on display does not contain prize pieces.

The remaining part of the building is divided between general storage for OHS and the Bird of Prey rehabilitation Center being installed in the back third..

#### **Annual Attendance Estimates**

Approximately 10,000 people are estimated to visit the park annually. In lieu of an entry fee, people are encouraged to make a donation for house tours, but no ticket sales are recorded.. There are probably 2,000 people visiting the house when its open during the summer. Wintering-In accounts for an attendance between 3,500-5,000 people. Weddings, private parties, and the casual visitors who come during the "off season" make up the difference.

#### **Timeline**

A Timeline spanning selective dates between 2900 B.C. and the present was on display for people to gauge the human activities on the Island with other historical and/or cultural events. Laurel mentioned that the 1850's -60's was a time of radical change in the science world, due to discoveries or theories presented by Charles Darwin, Gregor Mendel and Louis Pasteur.

#### **Interpretive Overview**

Dave Bucy gave a brief description of the basic approaches to select how to tell stories at a site such as Howell Territorial Park.

Interpretation is fundamentally a market experience, where you are buying the time and effort of the viewer. They will only read text on panels if they want to. An interpretive program should create experiences that the visitor want to engage in. This process will help us choose what the visitors might want to pursue.. Visitors unconsciously ask themselves, " How can I get the most reward for the effort involved?" Because different audiences have different expectations of reward there needs to be a mix of opportunities and techniques to capture their imagination.

We need to create sieves to select the stories to tell them. The two theories of interpretation can be likened to the difference between a novel and an encyclopedia; the former is message driven the latter is information driven. A message driven approach will reach more audiences, especially if it is supported by facts and relevant stories. Consider a theme for interpretation to be like telling a joke. You don't tell the listeners everything, only uncover information that leads to the punch line.

- We want to spark people's interest, not really educate them. We would like then to come away excited to pursue a topic or story that is relevant to them.
- Graphics are much more effective than heavy text.

Where else on the island are there interpretive displays? *Sauvie Island Wildlife Area.*

### **Suggested Key Topics**

The next part of the session consisted of participants forming small groups to discuss key topics that help trace the significance of various island residents in the past.

With the aid of worksheets, Laurel asked each group to suggest what stories should be told at the park, where each story is best told, and what techniques would be best for audience engagement.

### **Suggested Key Topics:**

- **Use of the Land by Wildlife**
- **Use of the Land by Native Americans**
- **Use of the Land by Early Explorers and Trappers**
- **Use of the Land by Euro-American Settlers**
- **Use of the Land by Farmers**
- **Use of the Land by People Today**

### **Small Group Brainstorming**

Bo, Laurel and Dave served as facilitators. Participants were encouraged to add more topics of their own. Each group designated a note taker to assist in the summary of ideas at the conclusion of the session. After the groups met for 2 hours, everyone reassembled for a wrap up discussion..

### **Summary of ideas from each group**

#### **Dave's Group Major Themes**

- Islands tend to have the opportunity to preserve their lifestyle. In many ways Sauvie Island is a microcosm of the Oregon experience, as well as being a separate community of its own.
- Prior to Euro-American settlement, it was a hub of Native American life. Because of its location at the confluence of two major rivers, it was a trading post and cultural gathering spot for many tribes.
- The environment on Sauvie Island has been manipulated by humans for millennia. Now land use planning is critical to maintain the agrarian lifestyle.
- Change on the island, (including the silt deposits that formed the island) have come from the outside.

#### **Bo's Group Major Themes**

- The island is a continuum that is connected through interrupting the cultural and natural occurrences over time and season.
- There is more to the past than nostalgia.
- Sauvie Island is a changing place and will continue to do so.
- Do not attach value judgment to interpretation.
- People of different times or cultures have interpreted the landscape differently. Stewardship is a relative term, based on economic, spiritual and cultural values .
- The consequences of choices made to domesticate the wilderness.

### Laurel's Group Major Themes

- There is a cost and balance to how we manage the landscape.
- Native Americans were a thriving culture prior to white settlement.
- Early explorers and trappers stopped at but did not stay on the Island. More of their histories can be found elsewhere.
- A variety of ethnic cultures and values were imported to the island when white settlers came to it.
- Sauvie Island is no longer a natural landscape.
- The end of isolation for the Island brought both positive and negative changes.

### Open discussion

An informal discussion of ideas followed the summaries.

- *We need to carry over interpretation from the Island to the rest of people's lives*
- *Plant a pumpkin at Howell park and harvest it in the fall.*
- *Incorporate modern agricultural practices of the island*
- *Include ethno-botany*
- *Have a children's summer camp, adult history camps*
- *Explain stewardship in a Hule shelter.*
- *Teach skills to minimize impact on wildlife. Learn how to walk like a cow.*
- *Let people know that trappers brought diseases to Native populations*
- *Indicate which plants were pre-dike on the island*
- *Howell Territorial Park has an extremely valuable quality because of the island's character.*
- *Even though current funding level is modest, don't be short term in planning the park's future.*
- *Attempt to make the entire island a national historic site are difficult due to the private land ownership*

### Conclusion

Bo thanked everyone for their participation, ideas and enthusiasm. There was widespread agreement that it would be helpful at a later date to re-convene.



Apple Varieties Planted in the Bybee Howell Orchard

## Bybee-Howell Pioneer Orchard

9/24/96

1

| <u>Apple Variety</u>                       | <u>Location</u> | <u>Class</u> | <u>Harvest Dt</u> | <u>Shape</u>                        | <u>Fruit Size</u> | <u>Flesh</u>              |
|--------------------------------------------|-----------------|--------------|-------------------|-------------------------------------|-------------------|---------------------------|
| AMERICAN GOLDEN RUSSET (Bullock)           | 06-074          | 4.RU         | 7.L(M.Oct)        | Roundish-Conic to Ovate;            | 4.M               | Yellow tinge, firm, fine, |
| AMERICAN PIPPIN (Grindstone, Stone)        | 08-106          | 2.RE         |                   | Flat; regular; "without any         | 4.M               | White or yellow, hard,    |
| BAILEY SWEET (Howard's)                    | 10-S-1          | 5.SW         | 7.L(M.Oct)        | Round-Conic; Obscurely              | 6.L               | Yellow; moderately        |
| BELMONT (Waxen) (Gate) (White)             | 09-114          | 1.GY         | 7.L(M.Oct)        | Round-Conic-Oblong;                 | 6.L               | Yellow, crisp, firm but   |
| BEN DAVIS                                  | 06-075          | 2.RE         | 9.VL(E-M.Nov)     | Round-Conic; regular; Basin U       | 5.ML              | White-yellow; stained     |
| BENNETT (SEEDLING)                         | 07-086          | 2.RE         | 7.L(M.Oct)        | Round-Conic; often unequal          | 7.VL              | Yellow, mod fine grain,   |
| CALVILLE BLANC D'HIVER (White Winter       | 07-085          | 1.GY         | 8.L-VL(L.Oct)     | Flat-Round-Conic; Irregular;        | 6.L               | Yellow-white; tender;     |
| CHENANGO STRAWBERRY (Sherwood's            | 01-002          | 2.RE         | 3.E(L.Aug-E.Sep)  | Oblong-Conic; ribbed                | 5.ML              | White; translucent;       |
| COLE'S QUINCE                              | 03-033          | 1.GY         | 3.E(L.Aug-E.Sep)  | Flat-Conic; Angular; ribbed         | 7.VL              | White; firm, juicy,       |
| DOLLY TEAS                                 | 02-027          | 2.RE         | 5.M(L.Sep)        |                                     |                   |                           |
| DOMINE (English Red Streak)(Striped Rambo) | 08-100          | 2.RE         | 7.L(M.Oct)        | Flat; sides unequal; ribbed         | 5.ML              | White; very tender;       |
| DUTCH MIGNONNE                             | 02-029          | 3.RN         | 6.M-L(E.Oct)      | Flat-Round; slight conic;           | 6.L               | Yellow;                   |
| DYER (Pomme Royal)                         | 03-031          | 1.GY         | 5.M(L.Sep)        | Round-Flat; obscurely ribbed        | 5.ML              | Yellow-white; spicy;      |
| EARLY GOODWIN                              | 01-008          |              |                   |                                     |                   |                           |
| EARLY STRAWBERRY                           | 01-003          | 2.RE         | 3.E(L.Aug-E.Sep)  | Round-Conic/rarely angular          | 2.S               | Yellow/tinged             |
| ENGLISH RUSSET                             | 07-091          | 4.RU         | 8.L-VL(L.Oct)     | Round-Conic; regular &              | 3.MS              | Yellow-white; firm;       |
| FALL BEAUTY                                | 03-042          |              |                   |                                     |                   |                           |
| FALL PIPPIN (Holland)                      | 03-038          | 1.GY         | 4.E-M(M.Sep)      | Round-Flat; obscurely ribbed        | 7.VL              | White, tinged Yellow;     |
| GANO                                       | 07-095          | 2.RE         | 8.L-VL(L.Oct)     | Round-Conic; regular                | 5.ML              | White; tinged-yellow;     |
| GLORIAMUNDI                                | 04-047          | 1.GY         | 6.M-L(E.Oct)      | Round-Oblong-Conic;                 | 7.VL              | Cream-White; green        |
| GOLDEN RUSSET (Sweet)                      | 03-030          | 4.RU         | 9.VL(E-M.Nov)     | Round-Flat to Conic; may be         | 4.M               | Yellow; fine grained;     |
| GRAVENSTEIN                                | 04-044          | 2.RE         | 3.E(L.Aug-E.Sep)  | Round-Oblong to Flat;               | 6.L               | Yellow; yellow veins;     |
| GRIMES GOLDEN PIPPIN                       | 04-048          | 1.GY         | 8.L-VL(L.Oct)     | Round-Oblong; <u>flat at ends</u> ; | 5.ML              | Lt Cream; crisp;          |
| HAWLEY                                     | 02-027 E        | 1.GY         | 6.M-L(E.Oct)      | Round conic; ribbed                 | 6.L               | Yellow, tender, fine      |
| HUDSON'S GOLDEN GEM                        | 06-072          | 4.RU         | 8.L-VL(L.Oct)     | Conic; elongated; lopsided;         | 7.VL              | Cream, green tinge;       |
| IRISH PEACH (E.Crofton)                    | 01-009          | 3.RN         | 2.VE-E(E/M.Aug)   | Flat-Round to Conic; ribs           | 3.MS              | White; mod firm; little   |
| JEWETT'S FINE RED (Nodhead)                | 04-050          | 2.RE         | 7.L(M.Oct)        | Round-Flat, sides unequal,          | 4.M               | Yellow; tender; juicy;    |
| JONATHAN, (Phillip Rick)                   | 03-037          | 2.RE         | 6.M-L(E.Oct)      | Round; variable; ribs; 5            | 5.ML              | White; Green, Red         |
| KESWICK CODLIN                             | 01-011          | 1.GY         | 3.E(L.Aug-E.Sep)  | Oblong-Conic; not uniform;          | 6.L               | Cream-White; tinged       |
| KING, TOMPKINS                             | 03-040          | 2.RE         | 6.M-L(E.Oct)      | Oblong-Conic; regular; mod          | 6.L               | Yellow; coarse; crisp;    |
| LADY (Apl) (Christmas)                     | 04-054          | 2.RE         | 7.L(M.Oct)        | Flat-Round-conic; obscurely         | 1.VS              | White; firm; fine; crisp; |
| LOWELL (Tallow Apple, Greasy Pippin)       | 08-101          | 1.GY         | 3.E(L.Aug-E.Sep)  | Round-Oblong; regular;              | 6.L               | Yellowish white;          |
| LYMAN'S LARGE SUMMER                       | 01-010          | 1.GY         | 2.VE-E(E/M.Aug)   | Conic-Oblong; Irregular             | 6.L               | Breaking, crisp, juicy,   |
| MAIDEN BLUSH                               | 04-052          | 1.GY         | 4.E-M(M.Sep)      | Flat-Round; Sl-conic; regular;      | 4.M               | White-yellow; crimson     |
| MCCLELLAN                                  | 08-102          | 2.RE         | 6.M-L(E.Oct)      | Round-Flat/regular/sometime         | 4.M               | Yellow-white/fragrant/t   |
| NORTHERN SPY                               | 05-064          | 2.RE         | 8.L-VL(L.Oct)     | Round-Conic-Flat; <u>5-10</u>       | 6.L               | White-yellow tinge;       |
| OLYMPIA (BALDWIN)                          | 07-084          | 2.RE         | 7.L(M.Oct)        |                                     | 6.L               |                           |
| OREGON CITY                                | 02-024          |              |                   |                                     |                   |                           |
| ORENCO                                     | 02-019          | 2.RE         | 6.M-L(E.Oct)      | Flat or Flat-Conic; ribbed          | 5.ML              | Yellow-White; tender;     |
| PECK PLEASANT, Dutch Greening              | 05-069          | 1.GY         | 8.L-VL(L.Oct)     | Flat to Round; obscurely            | 5.ML              | Yellow; firm; tender;     |
| POMME GRISE (Leather)                      | 07-087          | 4.RU         | 8.L-VL(L.Oct)     | Flat-Round; variable; slightly      | 4.M               | Yellowish; firm; crisp;   |

| <u>Apple Variety</u>                      | <u>Location</u> | <u>Class</u> | <u>Harvest Dt</u> | <u>Shape</u>                          | <u>Fruit Size</u> | <u>Flesh</u>                |
|-------------------------------------------|-----------------|--------------|-------------------|---------------------------------------|-------------------|-----------------------------|
| PURPLE SIBERIAN (Crab)                    | 03-036          | 6.CR         |                   |                                       |                   |                             |
| RALLS GENET, (Neverfall)                  | 03-041          | 2.RE         | 9.VL(E-M.Nov)     | Flat-Conic; regular; smooth           | 4.M               | White; firm; fine; crisp;   |
| RED ASTRACHAN                             | 01-015          | 2.RE         | 2.VE-E(E/M.Aug)   | Round-Flat to Conic                   | 4.M               | White; tinged red;          |
| RED CANADA (Red Winter)(Steele's Red)     | 08-107          | 2.RE         | 8.L-VL(L.Oct)     | Round-Conic sl; regular               | 5.ML              | Yellow; firm; crisp;        |
| RED SIBERIAN (Crab)                       | 09-119          | 6.CR         |                   |                                       |                   |                             |
| RHODE ISLAND GREENING                     | 08-097          | 1.GY         | 6.M-L(E.Oct)      | Oblong-Conic; symmetrical;            | 5.ML              | Yellow; fine-grained;       |
| RIBSTON PIPPIN                            | 07-089          | 3.RN         | 9.VL(E-M.Nov)     | Round-Conic; rough; qte               | 5.ML              | Deep yellow; crisp;         |
| ROMAN STEM                                | 03-035          | 1.GY         | 8.L-VL(L.Oct)     | Round; Irregular-unequal;             | 3.MS              | Yellow; yellow vein;        |
| ROME BEAUTY                               | 05-067          | 2.RE         | 9.VL(E-M.Nov)     | Round-Flat-Conic; flat base;          | 6.L               | Green-White; crisp;         |
| ROXBURY RUSSET                            | 04-055          | 4.RU         | 7.L(M.Oct)        | Flat-Conic; angular; sides            | 6.L               | <u>Yellow-green</u> ; firm; |
| SALEM JUNE                                | 01-006          |              |                   |                                       |                   |                             |
| SCOTT'S WINTER                            | 08-098          | 2.RE         | 9.VL(E-M.Nov)     | Round-Conic to Round-Flat             | 3.MS              | Yellow                      |
| SMOKEHOUSE                                | 07-096          | 2.RE         | 5.M(L.Sep)        | Round-Flat; regular;                  | 6.L               | Yellow-white; tender;       |
| SPOKANE BEAUTY                            | 08-099          | 2.RE         | 6.M-L(E.Oct)      | Round-Variable in shape               | 7.VL              | White                       |
| STEWART                                   | 02-022          |              |                   |                                       |                   |                             |
| SUMMER BELLFLOWER (Autumn Bough)          | 09-109          | 1.GY         | 3.E(L.Aug-E.Sep)  | Oblong; Calville shape                | 6.L               | White, very tender,         |
| SUMMER QUEEN                              | 09-110          | 2.RE         | 2.VE-E(E/M.Aug)   | Roundish-conical; somewhat            | 5.ML              | Whitish-yellow; tinge       |
| SUMMER ROSE                               | 01-012          | 2.RE         | 4.E-M(M.Sep)      | Round-Flat/regular/smooth             | 2.S               | White/very                  |
| SUMMER SWEET PARADISE                     | 01-004          | 1.GY         | 3.E(L.Aug-E.Sep)  | Roundish-oblato                       |                   | Whitish                     |
| SWAAR                                     | 04-057          | 1.GY         | 7.L(M.Oct)        | Round-Flat; regular; angular;         | 6.L               | Yellow; very heavy;         |
| SWEET JUNE (Hightop Sweet)                | 05-058          | 1.GY         | 1.VE(M/L.Jul)     |                                       | 4.M               |                             |
| VANDEVERE PIPPIN OF INDIANA               | 05-065          | 2.RE         | 4.E-M(M.Sep)      |                                       | 7.L               | sharp acid flavor           |
| VIRGINIA GREENING (Green Mountain Pippin) | 06-076          | 1.GY         | 8.L-VL(L.Oct)     | Roundish oblato to conic;             | 5.ML              | Creamy yellow, very         |
| WALDRON BEAUTY                            | 02-020          | 2.RE         | 3.E(L.Aug-E.Sep)  | Roundish oblato                       | M                 | White, resembling           |
| WORLDS                                    | 07-088          |              |                   |                                       |                   |                             |
| YELLOW BELLFLOWER (Bishop's Pippin)       | 05-059          | 1.GY         | 7.L(M.Oct)        | Oblong-Conic; Irregular;              | 6.L               | White-Yellow; yellow        |
| YELLOW NEWTOWN PIPPIN (Albamarle)         | 08-103 ?        | 1.GY         | 9.VL(E-M.Nov)     | Round-Flat; angular; <u>oblique</u> ; | 6.L               | Creamy-yellow; rich;        |

## Green City Data Report

**GREEN CITY DATA PROJECT  
HOWELL BYBEE PARK**

*by*

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*Sokphair Phay*

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*Manuel Mendoza*

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*&*

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*Steve Engel, Naturalist, Portland Audubon*

*Site Sponsors: Jane Hart & Bo Nevue*

*May 8, 1996*

## **INTRODUCTION**

Metro has established a Project Advisory Committee(PAC) to advise and review the development of a master plan for the Howell-Bybee Territorial Park. Jane Hart, our site sponsor, is the project coordinator. Tubman's Green City Data Team is mapping the site and trying to identify plant and animal species in one small area of the 73 acre park. Metro is asking our team for recommendations on the future of the Howell-Bybee Territorial Park.

## **SITE IN CONTEXT**

The Howell-Bybee Territorial Park is located on Sauvie Island, ten miles west of Portland, in Multnomah County and it is in the Columbia River Watershed. From Highway 30, cross the Sauvie Island Bridge and travel one mile north to NW Howell Park Road. Our site is bordered by the Multnomah Channel on one side and rural homesites and pasture land on the other sides.

## **PHYSICAL DESCRIPTION OF SITE**

Our site is generally flat. Most of it is composed of a natural wetland forest. There is a seasonal pond on our site which fills up or dries up according to the weather. Dry land is composed of deciduous trees, shrubs, grassy areas and non-native blackberries. Much of this area has been developed by

humans, such as an orchard of apple trees, a Douglas Fir forest and the grassy area, which is constantly mowed.

## HABITAT TYPES OF THE HOWELL-BYBEE TERRITORIAL PARK

### Wetland Forest

Our site at Sauvie Island is made up of three different types of habitats. One of these is a wetland forest which mainly consists of three types of trees. The tree that takes up the large majority of this area is the Black Cottonwood. This tree can be identified by the tapered shape and finely toothed edges of its leaves. This tree is usually found along rivers and streams.

The second tree found in this Wetland Forest is the Oregon Ash. Oregon Ash is identified by its opposite branches and the non-lobed, non-toothed compound leaflets. It also grows along stream banks, but unlike the Black Cottonwood it may also grow in flood plains. This tree can grow to heights reaching up to sixty feet (18m).

Last, but not least is the willow tree. It is the third tree contained in this Wetland Forest. It can be identified by its leaves which are generally about twice as long as they are wide with a point at the tip. The Willows we observed were just a little over one half of the way underwater and we were unable to get to the base of the tree to measure the width of its trunk.

We later explored around the edge of the pond and while we were approaching the bank we heard little screams and the sound of something jumping into the water. We eventually came to the conclusion that we had

heard Bullfrogs because they tend to live in this type of habitat. We also came to this conclusion after having read information in a book describing the exact behavior of Bullfrogs that we had just witnessed.

Another thing we observed was the scum on top of the pond as the pond began to dry up in the spring. A hypothesis that was made was that the pond is most likely to be almost all dried up once the rain stops during the summer.

### **Upland Meadow**

Another of the habitat types at our site is the Upland Meadow. This habitat occupies almost 25% of our site. This area of our site is purely deciduous, mainly consisting of apple trees. The canopy cover is open; probably because many of the trees were planted by humans. The area is 15 to 20 feet high. One reason it may be this small is because most of the trees seem to have been recently planted.

The shrub layers and ground cover are very sparse. There are very few shrubs and most of them are young developing blackberries. Only about 5% of the ground is covered, with the remaining 95% being mowed grass. Like the shrubs and ground cover, there are very few other habitat features.

### **Shrub Scrub**

About 20% of our site is shrub scrub habitat. This area had very few trees. The dominant species was blackberries, a non-native plant. Blackberries separated the wetland forest from the grassy area. We saw a rabbit run out of the blackberries and then go back into them to hide from us. If the blackberries were removed from this area some other native shrub



should be planted to provide cover for the wildlife.

## **WILDLIFE**

We found several species of wildlife on our site. We identified 17 species of birds. We found evidence of seven different mammals. We saw a brush rabbit and a squirrel at our site. We also identified Raccoon and White-tailed Deer tracks, Coyote and Bobcat scat, and mounds of dirt from moles. We also identified three amphibians including Bullfrog, Pacific Chorus Frog and Red-legged frog.

## **SITE EVALUATION**

Much of our site has been impacted by humans. Non-native species have been introduced and the site has been maintained for human use. Non-native species that have been introduced by humans include apple and Douglas Fir trees. Non-native species not introduced by humans include plants found near the area, such as the Himalayan Blackberry

## **RECOMMENDATIONS**

One thing that could improve this site would be trash cans by the parking area and the picnic tables. We believe this would encourage visitors to keep the site clean.

Another useful addition to the park would be restrooms for visitors. This would make it much easier for visitors to enjoy the beauty of the park.

Improved parking is a concern that we have about the accessibility of the park. If people visit the site and can not find a place to park or must drive through a giant pot hole or mud puddle to get there, they won't necessarily want to come back.

Interpretative signs would be a very good addition since it would help visitors better understand the park and help them identify some of its species.

One last recommendation that we have for this site is that there are so many blackberries, a non-native species. We think it might help if some of them could be replaced with native plants. This would add to the charm of the Howell-Bybee Territorial Park.

**Species List- Animals (Scientific Names)**

**Birds**

Red-tailed Hawk (*Buteo jamaicensis*)  
Song Sparrow (*Melospiza melodia*)  
Canadian Goose (*Branta canadensis*)  
White-crown Sparrow (*Zonotrichia leucophrys*)  
Mallard (*Anas platyrhynchos*)  
American Coot (*Fulica americana*)  
Sora (*Porzana carolina*)  
American Kestrel (*Falco sparverius*)  
Golden-crown Sparrow (*Zonotrichia tricapilla*)  
Bald Eagle (*Haliaeetus leucocephalus*)  
Glaucous-winged Gull (*Larus glaucescens*) --  
Hooded Merganser (*Lophodytes cucullatus*)  
Double-crested Cormorant (*Phalacrocorax auritus*)  
Golden-crowned Kinglet (*Regulus satrapa*)  
Robin (*Turdus migratorius*)  
Scrub Jay (*Aphelocoma coerulescens*)  
Turkey Vulture (*Cathartes aura*)

**Mammals**

Raccoon (*Procyon lotor*)  
Mole (*Scapanus s.p.*)  
White-tailed Deer (*Odocoileus virginianus*)  
Coyote (*Canis latrans*)  
Bobcat (*Felis rufus*)  
Brush Rabbit (*Sylvilagus bachmani*)  
Squirrel

**Amphibians**

Bullfrog (*Bana catesbeiana*)  
Pacific Chorus Frog (*Hyla regilla*)  
Red-legged Frog (*Bana aurora*)

**Species List- Plants (Scientific Names)**

**Shrubs**

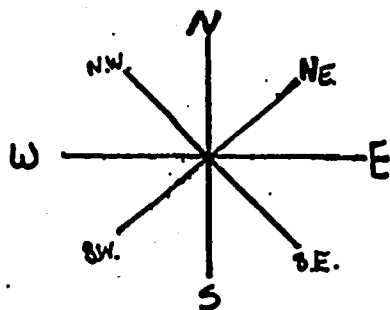
Evergreen Blackberry (*Rubus laciniatus*)  
Red-berried Hawthorn (*Crataegus oxyacantha*)  
Creek Dogwood (*Cornus stolonifera*)  
Salmonberry (*Rubus spectabilis*)  
Snowberry (*Symphoricarpos albus*)  
Red-berried Hawthorne (*Crataegus oxyacantha*)  
Salmonberry (*Rubus spectabilis*)

**Herbs**

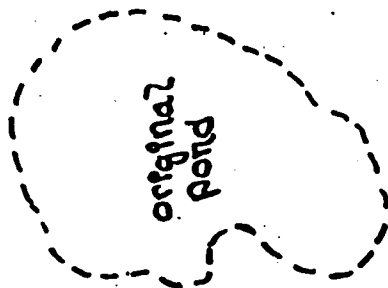
Nettle (*Nurtica dioica*)  
Little Western Bittercress (*Cardamine oligesperma*)  
Sword Fern (*Polystichum munitum*)  
Smartweed (*Polygonum persicaria*)  
Wild Strawberry (*Fragaria vesca*)  
Common Dandelion (*Daraxucum officinale*)  
Bedstraw (*Galium aparine*)  
Pacific Waterleaf (*Hydrophyllum tenuipes*)  
Wild Ginger (*Asarum caudatu*)  
Western Bleeding-Hearts (*Dicentra formosa*)  
St. John-Wort (*Hypericum perforatum*)  
Oregon Oxalis (*Oxalis oregana*)  
Siberian Miner's Lettuce (*Montia sibirica*)  
Bedsraw (*Galium aparine*)

**Trees**

Vine Maple (*Acer circinatum*)  
Red Elderberry (*Sambucus racemosa*)  
Willow (*Salix sp.*)  
Red Alder (*Alnus rubra*)  
Black Hawthorne (*Crataegus douglasii*)  
Bitter Cherry (*Prunus emarginata*)  
Willow (*Salix spp.*)  
Black Cottonwood (*Populus trichocarpa*)



Grass



Wetland  
Deciduous  
Forest

Blackberries

MS  
55

MS  
49

MS  
45

MS  
46

MS  
43

MS  
20

MS  
10

Shoreline  
on Feb 20

MS  
5

MS  
25

Cherry  
Trees

MS  
15

MS  
33

Blackberries

MS  
41

MS  
30 MS  
36

MS  
39

MS  
42

Douglas Fir  
Forest

MS  
58

Grassy  
Area

20'





## 1.0 OVERVIEW OF GENERAL AREA

## 1.1 Geographic Characteristics

Floodplain ☒ Riparian \_\_\_\_\_ Plateau \_\_\_\_\_  
 Valley \_\_\_\_\_ Mountain slope \_\_\_\_\_

## 1.2 Neighboring property

North Cow Pastures

South NW 1/4 of Channel (S.W.),  
ATTACHED ACRES (S.E.)

East Mostly GREEN PASTURES with some  
CORNER

West Road, neighboring house

## 1.3 Characteristics of site and general area

Sounds Frogs, Birds, automobiles, Planes, lawn mow-  
ERS

Smells natural

## 1.4 Other notable features

The Howell Bybee House and  
MUSEUM which is lead by staff  
member to give you a tour.

## 1.5 Dominant Habitat Types

## UPLAND

☒ Meadow/Clearcut  
☐ Shrub  
☒ Deciduous Forest (>70% deciduous)  
☐ Mixed Forest (30-60% deciduous)  
☐ Conifer Forest (<30% deciduous)

## WETLAND

☐ Meadow/Clearcut  
☐ Shrub  
☒ Forest  
☐ Stream/Riparian  
☒ Pond

## 1.6 Comments

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## DATA FORM

### 1.0 OVERVIEW OF GENERAL AREA, continued

#### 1.7 Human Impact and Use

Some parts of our site is mowed lawn, natural, and even orchard where trees and different types of plants are planted by the owner.

#### 1.8 Past use/history

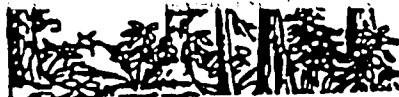
The Native American Multnomah Tribe lived there before anyone, until white settlers came and found this land extremely fertile began to farm and basically just took the land from the Native American.

#### 1.9 Personal Impressions

We like this site because it's peaceful and calm it's also a place where a family could come out on a sunny day and have picnic and after there done throw away there trash and play a few recreational games.

#### 1.91 Recommendations

See Site Report



2.0 HABITAT DESCRIPTION Site name: Howell - Pine Technical

2.1 Habitat Type: Island Deciduous Forest (Sag, Forest)

2.2 Size of habitat: 5 % of entire site.

2.3 Tree Layer (overstory)

2.31 Deciduous, coniferous, or mixed:

100% coniferous \_\_\_\_\_ 100% deciduous X

Mixed: \_\_\_\_\_ % coniferous & \_\_\_\_\_ % deciduous

2.32 Dominant species: Cherry trees

2.33 Canopy cover: Closed / Open / Scattered

Comments: \_\_\_\_\_  
\_\_\_\_\_

2.34 Average tree diameter at breast height (DBH): \_\_\_\_\_

2.35 Forest height: 15-30 feet X 31-50 feet \_\_\_\_\_  
over 50 feet \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_

2.36 Old growth characteristics:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Other observations:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



DATA FORM

2.0 HABITAT DESCRIPTION, continued

2.4 Shrub layer (understory)

2.41 Distribution:

Tall shrub layer  
continuous \_\_\_\_\_  
patchy \_\_\_\_\_  
very patchy \_\_\_\_\_

Low shrub layer  
continuous \_\_\_\_\_  
patchy \_\_\_\_\_  
very patchy \_\_\_\_\_

2.42 Dominant species:

Tall shrub layer

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Low shrub layer

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2.5 Ground cover

2.51 Distribution:

50 % has ground cover 50 % is bare ground

continuous \_\_\_\_\_  
patchy \_\_\_\_\_  
very patchy X

2.52 Dominant species:

Sword fern  
other herbs

2.53 Mowed / grazed / both (Describe):

\_\_\_\_\_  
\_\_\_\_\_

2.54 Lichens, bryophytes, mosses, other:

\_\_\_\_\_  
\_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

DATA FORM



2.0 HABITAT DESCRIPTION Site name: Howell bybee park

2.1 Habitat Type: MEADOWS

2.2 Size of habitat: 25 % of entire site.

2.3 Tree Layer (overstory)

2.31 Deciduous, coniferous, or mixed:

100% coniferous \_\_\_\_\_ 100% deciduous 100%

Mixed: \_\_\_\_\_ % coniferous % \_\_\_\_\_ deciduous

2.32 Dominant species: APPLE TREES

2.33 Canopy cover: Closed / Open / Scattered

Comments: MOST OF THE TREES IN THE MEADOWS ARE TREES THAT ARE PLANTED BY PEOPLE

2.34 Average tree diameter at breast height (DBH): \_\_\_\_\_

2.35 Forest height: 15-30 feet X 31-50 feet \_\_\_\_\_  
over 50 feet \_\_\_\_\_

Comments: \_\_\_\_\_

2.36 Old growth characteristics:

NONE OF THESE GROWTHS ARE IN THIS HABITAT.

Other observations:

DATA FORM

2.0 HABITAT DESCRIPTION, continued

2.4 Shrub layer (understory)

2.41 Distribution:

Tall shrub layer  
continuous \_\_\_\_\_  
patchy \_\_\_\_\_  
very patchy ✓

Low shrub layer  
continuous \_\_\_\_\_  
patchy \_\_\_\_\_  
very patchy ✓

2.42 Dominant species:

Tall shrub layer

Low shrub layer

VERY LONG RIFLEBERRIES DEVELOPING

Comments: \_\_\_\_\_

2.5 Ground cover

2.51 Distribution:

5 % has ground cover 95 % is bare ground

continuous \_\_\_\_\_

patchy \_\_\_\_\_

very patchy X

2.52 Dominant species:

2.53 Mowed / grazed / both (Describe):

2.54 Lichens, bryophytes, mosses, other:

Comments: \_\_\_\_\_



2.0 HABITAT DESCRIPTION Site name: \_\_\_\_\_

2.1 Habitat Type: WETLAND OR UPLAND DECIDUOUS

2.2 Size of habitat: 50 % of entire site.

2.3 Tree Layer (overstory)

2.31 Deciduous coniferous, or mixed:

100% coniferous \_\_\_\_\_ 100% deciduous 100%

Mixed: \_\_\_\_\_ % coniferous % \_\_\_\_\_ deciduous

2.32 Dominant species: \_\_\_\_\_

2.33 Canopy cover: Closed / Open / Scattered

Comments: \_\_\_\_\_

2.34 Average tree diameter at breast height (DBH): \_\_\_\_\_

2.35 Forest height: 15-30 feet \_\_\_\_\_ 31-50 feet X  
over 50 feet \_\_\_\_\_

Comments: \_\_\_\_\_

2.36 Old growth characteristics:

VERY LARGE TREES GROWING WITH SMALLER TREES  
AND ALSO DEAD STANDING TREES OF DIFFERENT  
SIZES BUT FOR THE NURSE LOGS AND STUMPS WE  
HAVE AN OVERVIEW YET.

Other observations:

DATA FORM

2.0 HABITAT DESCRIPTION, continued

2.4 Shrub layer (understory)

2.41 Distribution:

Tall shrub layer

continuous \_\_\_\_\_

patchy   X  

very patchy \_\_\_\_\_

Low shrub layer

continuous \_\_\_\_\_

patchy   X  

very patchy \_\_\_\_\_

2.42 Dominant species:

Tall shrub layer

  PREF. K. DOGWOOD  

  RED-BERRIED HAWTHORNE  

Low shrub layer

  BLACKBERRIES  

Comments: \_\_\_\_\_

2.5 Ground cover

2.51 Distribution:

  90   % has ground cover   10   % is bare ground

continuous   X  

patchy \_\_\_\_\_

very patchy \_\_\_\_\_

2.52 Dominant species:

2.53 Mowed / grazed / both (Describe):

2.54 Lichens, bryophytes, mosses, other:

Comments: \_\_\_\_\_



2.0 HABITAT DESCRIPTION Site name: H-Well 1 1000 ft

2.1 Habitat Type: Shrub Scrub

2.2 Size of habitat: 20 % of entire site.

2.3 Tree Layer (overstory)

2.31 Deciduous, coniferous, or mixed:

100% coniferous \_\_\_\_\_ 100% deciduous \_\_\_\_\_

Mixed: \_\_\_\_\_ % coniferous % \_\_\_\_\_ deciduous

2.32 Dominant species: \_\_\_\_\_

2.33 Canopy cover: Closed / Open / Scattered

Comments: Very few trees.

2.34 Average tree diameter at breast height (DBH): \_\_\_\_\_

2.35 Forest height: 15-30 feet 2 31-50 feet \_\_\_\_\_  
over 50 feet \_\_\_\_\_

Comments: \_\_\_\_\_

2.36 Old growth characteristics:

Other observations:

DATA FORM

2.0 HABITAT DESCRIPTION, continued

2.4 Shrub layer (understory)

2.41 Distribution:

Tall shrub layer

continuous \_\_\_\_\_

patchy \_\_\_\_\_

very patchy \_\_\_\_\_

Low shrub layer

continuous α \_\_\_\_\_

patchy \_\_\_\_\_

very patchy \_\_\_\_\_

2.42 Dominant species:

Tall shrub layer

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Low shrub layer

Black berries

\_\_\_\_\_  
\_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2.5 Ground cover

2.51 Distribution:

\_\_\_\_\_ has ground cover 0 is bare ground

continuous α \_\_\_\_\_

patchy \_\_\_\_\_

very patchy \_\_\_\_\_

2.52 Dominant species:

Black berries

\_\_\_\_\_  
\_\_\_\_\_

2.53 Mowed / grazed / both (Describe):

\_\_\_\_\_  
\_\_\_\_\_

2.54 Lichens, bryophytes, mosses, other:

\_\_\_\_\_  
\_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

## Public Involvement Information



## ■ PUBLIC INVOLVEMENT

### **Project Advisory Committee Role**

The committee consisted of primarily Sauvie Island residents, but also includes representatives of the County Commissioner's office and the former curator of the Bybee Howell House. Outside experts were called in to attend when needed. The PAC role was to:

- Provide advice and input to the master plan process
- Build support for the master plan within the Sauvie Island community
- Represent points of view for various community concerns
- Contribute personal stories about history.

The personal stories and concerns of the PAC members were a key component to the project team's understanding of the parks' character and conditions.

The Project Advisory Committee had four monthly meetings between August and December of 1995, all held at the park.

### **Public Workshop I**

The goals of the first public workshop were to learn the concerns and ideas of existing park users and help generate support for the master plan project. This

on-site workshop allowed participants to experience the issues facing the park, discuss concerns with project team members, and visualize the park's future possibilities. An estimated thirty people attended the workshop on Saturday, October 7, 1995 between 1-4 p.m.

### **Public Workshop II**

The purpose of the second and final public meeting was to present the project team's schematic designs for public comment and review. The meeting was held at the Sauvie Island School gymnasium on Tuesday, November 14, 1995, between 7:00-9:00 p.m. Approximately twenty-five people attended, many of whom were adjacent landowners to the park.

The schematic designs presented outlined three plans that built upon the same basic concepts to minimize improvements, separate wildlife areas from those of active recreational use, and maintain the existing character with any improvements made.

No opposition to the proposed scenarios was voiced. Many offered ideas and comments either at the concluding comment period, or informally to individual team or Project Advisory Committee members.

**Howell Territorial Park Master Plan  
Project Advisory Committee (PAC) Meeting**

7:00 p.m. - 9:00 p.m., August 30, 1995  
Howell Territorial Park Barn

**AGENDA**

- 7:00 Welcome/Introductions
- 7:15 Project Background/Project Scope/Schedule
- 7:30 PAC Role/Organization of the PAC  
How PAC was formed  
Decision making process  
Filling 2 vacancies
- 7:50 Discussion Points  
Vision for the park  
Goals
- 8:15 Issues  
Existing park conditions  
Strengths  
Weaknesses
- 8:40 Upcoming Activities  
Next PAC Meeting  
Public Workshop  
User Survey  
Comparable Facilities
- 9:00 Close

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Ngan  
Associates*

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## MEMORANDUM

**Date:** September 19, 1995

**To:** Jane Hart, Metro  
Carla Simon, Oregon Historical Society

**From:** Laurel Lyon, Nevue Ngan Associates

**Re:** 8/30/95 Meeting of Howell Territorial Park Project Advisory Committee

---

The first meeting of the Project Advisory Committee Meeting (PAC) took place on August 30 from 7:00 to 9:00 p.m. in the Howell Territorial Park Barn.

Attending members: Marge Taber, Mabel Dudley, Jean Fears, Donna Matrazzo, Cameron Vaughan-Tyler, Angela Schillereff, Terry Dufour, Jack Cleaver  
Project Team: Jane Hart, Carla Simon, Bo Nevue, Laurel Lyon  
Guests: Judy Bridge, Barb Abrams, Pete Scheideman, Joan Conrad

### Introduction

When Metro Parks and Greenspaces merged with Multnomah County Parks in 1994, Metro assumed the management of Howell Territorial Park. The contractual agreement between Oregon Historical Society and the County also transferred to Metro at that time. Metro's mission is to protect and manage regionally significant greenspaces, Howell Territorial Park being one. The intent of the master plan process is to balance resource protection with recreational use.

Meeting participants introduced themselves and briefly stated their interest in the park.

### Members:

Marge Taber, neighbor, descendent of Thomas Howell; interested in future plans for HTP

Mabel Dudley, neighbor, descendent of Thomas Howell; interested in future plans for HTP  
Jean Fears, editor, *Sauvie Island Outlook*, Sauvie Island resident, interested citizen  
Donna Matrazzo, Sauvie Island Conservancy  
Cameron Vaughan-Tyler, representative County Commissioner Dan Saltzman, long time park user  
Terry Dufour, Sauvie Island Wildlife Refuge manager  
Jack Cleaver, OHS historian, wrote Sauvie Island Series  
Angela Schillereff, Sauvie Island Booster Club

**Other:**

Judy Bridge, daughter of Marge Taber, interested in native plants  
Pete Scheideman, maintenance manager for over 20 years at HTP  
Barb Abrams, OHS museum director;

**Project Team:**

Jane Hart, Metro project manager; Carla Simon, OHS project manager; Bo Nevue, project consultant; Laurel Lyon, project consultant

**Master Plan Schedule**

Bo Nevue outlined the two main phases of the master plan work schedule. The first 4 months of project will be the most active followed by the master plan adoption process.

**First Phase**

*Site Assessment* - soil, hydrology, plants, wildlife and how it all fits together

*User Survey* - find out why people visit the park, what are their needs

*Comparable Facilities Survey* - learn of like facilities management practices, funding successful programs

*Interpretive Themes* - create a cohesive program of stories significant to the park and Island

*Schematic Designs* - visual representations and concepts to evaluate

*Master Plan Draft Report* - documentation of process, research, recommendations; cost analysis, management policies

**Second Phase**

*Adoption Process* - presentations, public hearings, revisions, final approval and printing  
Jane handed out a flow chart of the adoption process which identifies committees and officials whose recommendations and approval are required prior to adoption.

**PAC Role**

Jane described the role of the Project Advisory Committee (PAC) as a key to providing independent review throughout the master planning process. The PAC will advise, review and comment on draft materials as they are prepared by the project team. The

committee members are encouraged to contribute their own stories about the park, as well as their knowledge and expertise.

### Additional Members

Although a list of potential additional PAC members was reviewed, it was felt that the committee could function best with its existing number. People may be called in from time to time to add their particular expertise, especially in the areas of agricultural history and Native American history..

#### *Additional Resources:*

Bob Morgan

Indians were known to live on Island after white settlement; an Indian couple lived on the Island as late as 1912.

### Goals

Bo presented goals of Metro and OHS for the project with the intent that the list would be modified, or expanded in the future.

- Expand opportunities to interpret the pre-history, natural, cultural and agricultural history of the park and island.
- Focus recreational use from other island areas by providing improvements to attract users.
- Educate park users as to the unique habitat throughout the island and teach stewardship that will lead to better respect by visitors.

### Issues

The meeting was opened to discussion of what people valued about the park and what they wanted to see changed

*Restore marsh to a pristine pond;* check in deed specifications for pumping, condition and management.

- Its water used to be "black with ducks" in Judy's childhood. Animals used it as a stop over between channel and Gilbert River.
- Can pre-dike aerial photo be found?

*Restore native plants, wildflowers;*

- Identify with botanical and common names
- Interpret significance including Native American plant use

*Interpret botanical history* a tribute to botanists who lived at Bybee Howell, or came to Sauvie Island

- Thomas Howell, Joseph Howell, David Douglas, Thomas Nuttall, L. F. Henderson, Lila Leach.
- Re-establish camas, wapato
- Old pears and apples planted by Thomas Howell.
- Old orchard grove was where barn now is.

- Pete passed around a cross section of an oak that lived from 1759-1986, from Marge's property adjacent to the park.

*Keep Howell Lake preserved*

- Prior to the dike Howell Lake water level was subject to rainwater seepage and spring and fall freshets. In summer it was usually dry with a mud base. Marge didn't like seeing young ducklings die in the mud. She put in a pump and dam at Gilbert River to keep water in year round.
- Even though new pump maintains water level, each year algae gets worse.
- Algae in lake is in part due to insecticides from adjacent farms on north side. Perhaps a ditch and swale could divert the runoff into the Gilbert River before it gets to the lake.
- Lake's outlet to Gilbert river is on Marge's property.
- Dike has weak areas that have caved in.

*Expand opportunities to tour Bybee Howell House*

- Frequently visitors to the park are disappointed the house is only open on weekends in the summer.
- People want to know the history of the place
- Open up basement to visitors to show food storage

**Safety Action Team's role:**

- Inform deputy of events and contact person at event
- Provide deputy with key to shut off alarm system
- At events shut off loud music after 10:00 p.m.
- Control dogs---either on leash or not allowed in park
- Maintain a stronger management and enforcement presence

**Make facilities improvements**

- Inadequate bathroom facilities. People knock on Marge's door to ask if they can use hers.
- Inadequate catering facilities - outdoor outlets, faucets
- Provide handicap access
- Improve parking - some events draw 250 cars. They now park up to the dike. If wet, mowed parking field is a problem
- Add telephone or direct visitors to nearest public phone at grocery. Stranded people now ask Marge to use her phone.
- Specify an area to be used for weddings

**Reduce maintenance**

- Eliminate or minimize string trimming of lawn
- minimize ground squirrels damage to mowing

- Increase maintenance staff - lack of staff to do adequate job
- Increase frequency of restrooms and janitorial cleaning schedules
- ODFW has over 1000 volunteers from various organizations help them. Maybe some could help at the park
- Host program has worked well for them.

#### **Strengthen educational opportunities**

- Re-work original exhibit panels
- Re-work agricultural museum displays
- Re-assess furnishing plan, especially "girls" bedroom; should be helper's quarters
- People are interested in the who, how, why of the park

#### **Reduce wildlife and cattle harassment**

- Apple throwing; cows can choke on whole apples
- People trespass in fields with bulls
- Pheasant shooting from cars on road
- Trespassing to hunt pheasant on adjacent private lands

#### **Recommend orchard rehabilitation/management plan**

- Anthracnose has infected apples. All tree trimmings need to be burned, pruning equipment sterilized
- No funding or staff for proper spraying.
- Home Orchard Society (HOS) has volunteered, but timing with weather difficult.
- HOS also source of pioneer scions for replacement stock, a major restoration project
- HOS scions are gene pool for rare and valuable varieties.
- Half of apple trees could be removed due to extent of damage.

#### **Additional Stories**

- A woman in van with lots of children comes every year to harvest apples, to provide for her family.
- Pete has given owl pellets to kids
- Woodshed with latticed walkway used to connect house with old kitchen
- Cold storage in basement used for food

#### **Other Items**

- Marge will move cattle away from lake for workshops, if given advanced notice and cookies
- Next PAC Meeting - Tuesday, September 26th 7:00 p.m. in the barn

**Howell Territorial Park Master Plan  
PAC Meeting  
7:00 p.m., Tuesday, September 26, 1995  
Howell Territorial Park Barn**

**PROPOSED AGENDA**

- 7:00            Site Assessment Update  
                 Project consultant's report  
                 Presentation by barn tenant, Stanley Held, the Director  
                 of Bird of Prey Rescue Northwest, Inc.
- 7:20            Comparable Facilities Update  
                 Sample questionnaire  
                 List of facilities to survey
- 7:45            User Survey Update  
                 Sample questionnaire  
                 Wintering-In  
                 Target dates
- 8:00            Break
- 8:15            Public Workshop  
                 Goals  
                 Format and approach  
                 PAC involvement  
                 Coordination of activities
- 8:45            Other Business
- 9:00            Meeting Close



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## MEMORANDUM

**Date:** September 29, 1995  
**To:** Jane Hart, Metro  
Carla Simon, Oregon Historical Society  
**From:** Laurel Lyon, Nevue Ngan Associates  
**Re:** 9/26/95 Meeting of Howell Territorial Park Project Advisory Committee

---

The second meeting of the Project Advisory Committee Meeting (PAC) took place on September 26, 1995, from 7:00 to 9:00 p.m. in the Howell Territorial Park Barn.

Attending members: Marge Taber, Mabel Dudley, Jean Fears, Donna Matrazzo, Cameron Vaughan-Tyler, Jack Cleaver  
Project Team: Jane Hart, Carla Simon, Bo Nevue, Laurel Lyon, David Smith (Wildlife Dynamics, Inc.)  
Guests: Judy Bridge, Stanley Held, Janelle Geddes

### Bird of Prey

Stanley Held, Director of the Bird of Prey Rescue Northwest, Inc., made a presentation about the scope and purpose of the Bird of Prey facility to be located in the rear of the barn and leased from Metro.

Bird of Prey operates a recovery facility for eagles, owls, falcons, hawks and other large birds that have been injured and can be returned to an appropriate habitat in the wild.

The facility at the barn will be completed sometime in the late fall of this year. It will be open 12 hours a day between 7 a.m. - 7 p.m., with 24-hour access for emergencies. Typically the center cares for 300-400 birds per year. At any one time there may be 30-40 birds in recovery at the facility. Because the intent of Bird of Prey is to return the

birds to a wild setting, the staff minimizes human contact during the rehabilitation phase. Bird of Prey also has one acre of land near ODFW land for larger bird cages.

- Screening will be needed to block views of the birds from their fenced outdoor exercise area. Stan will put up until a tree or shrub screen can be planted.
- Direct access of the rescue and release vehicle to the back of the barn is desirable, as is parking in the same vicinity
- Stan thought signage for the center would be appropriate.

#### Site Assessment

Bo Nevue began the site assessment report by distributing an article about agricultural history in Oregon, Sauvie Island being a rich part of that heritage. The master plan will connect the agricultural heritage of Sauvie Island with the rise of "agri-tourism" in the Willamette Valley.

Sauvie Island is a dynamic, changing landscape. Even before human inhabitation the Columbia River shifted its course, depositing gravel beds where the Island now sits. Over time seasonal flooding built up deposits of alluvial soils to form an island with a deep layer of rich topsoil.

Due to its fertile topsoil, abundance of game and fish, vegetation and temperate climate, the Island has been an attractive settling area for humans and animals alike. It has been managed by humans since the Native Americans inhabited it. Old maps would show a different island than what we see now. Recent dams on the Columbia and Willamette Rivers and dike construction on the Island have eliminated the flooding. As a result the landscape, wildlife and human interaction on the Island have changed

The purpose of the site assessment is to evaluate the physical character of the park and provide a basis for forming management objectives, formulating alternative schemes, and designing the concepts for a final master plan. Once the draft assessment is complete in a few weeks, it will be distributed to the PAC members for their review.

Dave Smith, the project wildlife ecologist, will assess the existing conditions for wildlife habitat, as well as evaluate proposed improvements that may or may not be in conflict with wildlife habitat preservation and enhancement. He will match management objectives with habitat enhancement, design ideas, and habitat viewing areas. He will also make recommendations for special wildlife educational opportunities of the management policies.

With the aid of site maps, Bo discussed some to the more significant points about the park's physical characteristics in terms of: existing use, access, influences, soils, slopes, hydrology, and vegetation, that make the park a special place. He explained why these features are important to the past, present, and future of the park.

- The house was built on the area of highest elevation on sandy loam, the best soils for building and cultivation.
- Any new buildings such as restrooms need to be placed outside of the floodplain.
- Vegetation management will help to restore or enhance the wetlands, and prevent the proliferation of non-native plant life such as reed canarygrass, which has no food benefit to waterfowl.
- Subtle changes in grade support different soils and distinct plant communities.
- Oaks indicate a well drained soil, different from that of the nearby wetlands.
- Native Americans may have burned grass to open area with oaks to gather acorns.
- Marge added that 40 years ago SCS introduced nutria as a fur bearing income source for farms. Farmers purchased the animals, but found them not economically viable and eventually set them free. The freed nutria may have fed on the wapato. The end of seasonal flooding when the dikes were built also contributed to the demise of this native plant that was a staple in the Native American diet..
- Donna mentioned that a graduate student is studying the wapato.
- Airplane and bird noises are evident on the site, as well as views to western hills.

#### Comparable Facilities Survey

Laurel Lyon reviewed the purpose and process of the comparable facilities survey. This effort is aimed to learn how other similar historic farms have developed programs, trained staff and budgeted to create successful facilities. She outlined a questionnaire and cover letter that will be sent to approximately one dozen facilities in the region as well as nationally. Most historic farms do not have a wildlife refuge in close proximity. Two parks along rivers and near urban areas and agriculture are also included. A list of the facilities and a quick summary of why they were chosen was distributed along with the draft of the cover letter and the survey itself. Laurel asked for comments on any of the materials by the end of the week. She will follow up the mailing of the questionnaire with calls to the facilities.

Mabel believes that the Howell Living History Farm in Titusville, New Jersey may have a family connection to the Thomas Howell Family, who also came from New Jersey.

#### User Survey

The purpose of the user survey is to find out who now uses the park, what they value, how we can better program the park to attract users from other island areas, and learn what other similar facilities they are visiting. Even though the master plan cannot accomplish all the wishes of the public, it is valuable to discern general trends of those people who come to the park.

PAC members were given a copy of the survey distributed during the Wintering-In Festival on Saturday, September 20, 1995. Seventy surveys were completed.

Overall attendance to the Wintering-In is estimated at over 2500.

Laurel read a random sample of open ended comments addressing what people liked and improvements they wanted at the park:

- "Wildlife blinds are OK, but no shooting."
- "Wedding gazebo should fit historic park theme."
- "Don't let the grass be a fire hazard. No fireworks."
- "I like the preservation and environmental concerns; the old fashioned feeling."
- "Like the orchard and trees."
- "Maintain the horticultural and agricultural connection."
- "Need trails to wetlands and wildlife viewing."
- "Like smaller scaled events like Wintering-In (as opposed to larger events)."
- "First time to park. Want to know more about it."
- Island resident: "Wants living history demonstrations, wedding gazebo, wildlife information and Island history."
- "Likes the country connection."
- "The herb garden is in a sad state. What happened? It looks ratty. Would like to have table and chairs on house porch."

*Regarding the herb garden:*

- Marge suggested a way to manage the herb garden would be to get garden clubs and local nurseries to maintain them, or sponsor their care and upkeep.
- Judy added that the Native Plant Society and the Hardy Plants Societies might be good sources. They could have a program where people purchase a plant for the herb garden, then receive (or sell) cuttings later on.
- Keep plantings in historic farm theme.

Jane commented that the most effective way to get user surveys completed is to do it one-on-one. Other distribution areas and/or people included:

- Public Workshop - hand out to participants
- Safety Action Team Office (Terry Dufour)
- Nature Conservancy Board (Donna Matrazzo)
- Grange (Mabel Dudley)
- Booster Club including produce stands (Angela Schillereff)

Public Workshop

The project's first public workshop will be held on **Saturday, October 7th between 1 p.m. - 4 p.m.**

Bo explained that the project team has chosen an open house format, to encourage participants' interaction, one-on-one dialogues between the project team, PAC Members and the public. By having the workshop at the site the participants will be able to see the issues as well as visualize the possibilities of the park. Hopefully the exchange of ideas and stories will be an educational process for all.

Weather permitting there will be a series of five stations located close together in the main activity area of the park. As participants arrive they will be greeted at a registration desk, given an introduction to the park and project, and directed to the first station of the tour. Each station will have at least one person who will make a brief presentation about the area as small groups tour the park, answer questions and elicit comments. A user survey (to complete on site will be given to each participant at the Barn/Wrap up area .The suggested staffing of station follows:

1. *Introduction Table* -Laurel, PAC members, Janelle
2. *Wildlife Area.* - Donna, Bill Kinyoun
3. *Orchards and Grounds* - Bo, Pete
4. *House* - Jean Burlingham, Carla, Jack Cleaver
5. *Barn* - Marge
6. *Wrap-up and Refreshments* - Jane, Mabel, Barb, PAC Members (Angela)

After people have gone through the tour they can mingle, talk with PAC members, and enjoy light refreshments. Approximately every half hour a wrap up discussion will be led by Jane or Barb to see what common themes have been brought up.

If it rains the workshop will be held in the agricultural museum, with a brief look at the first floor of the house and slides of the wildlife habitat showing on a wall.

- Bo will provide parking signs.
- Mabel will provide table cloths.
- PAC Members and project team members will have name tags.

#### *Publicity*

- Jane has contacted the calendars for the *Oregonian* and *Willamette Week*.
- An article will be in the *Oregonian*.
- An announcement was in the September issue of the *Sauvie Island Outlook*.
- It was suggested to contact KATU AM Northwest as well as radio stations that make public service announcements.

#### Other Business

Mabel showed a photograph of how the lake near her property used to be. With pumping it could return to that state.

Marge said that the lake lost its constant water supply when a point of seepage was repaired on the dike.

The next PAC Meeting will be scheduled for October 24th at the Howell barn at 7:00.

The second public workshop to review the alternative schemes is scheduled for November 14th, at the Sauvie Island School.

**Howell Territorial Park Master Plan  
Project Advisory Committee (PAC) Meeting**

7:00-9:00 pm, October 24, 1995  
Howell Territorial Park Barn

**AGENDA**

- 7:00 Open House/Public Workshop I
  - Public comments received
  - Debrief and discussion
- 7:15 User Survey Update
  - Volunteers to tabulate responses
- 7:20 Comparative Facilities Survey
  - Overview of responses
- 7:30 Overview of September 26 PAC meeting
- 7:45 Management Objectives to Guide Park Improvements
- 8:00 Break
- 8:15 First Cut at Design Alternatives for the Park
- 8:45 Upcoming Events
  - November 6th Interpretive Themes Brainstorm Session with local historians
  - November 14th Public Meeting to review alternative designs for park's future
  - Other
- 9:00 Meeting Close

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## MEMORANDUM

**Date:** November 13, 1995

**To:** Jane Hart, Metro  
Carla Simon, Oregon Historical Society

**From:** Laurel Lyon, Nevue Ngan Associates

**Re:** 10/24/95 Meeting of Howell Territorial Park Project Advisory Committee

---

The third meeting of the Project Advisory Committee (PAC) took place on October 24, 1995, from 7:00 to 9:00 p.m. in the Howell Territorial Park Barn.

Attending members: Marge Taber, Mabel Dudley, Jean Fears, Donna Matrazzo, Cameron Vaughan-Tyler, Jack Cleaver, Angela Schillereff, Terry Dufour  
Project Team: Jane Hart, Carla Simon, Bo Nevue, Laurel Lyon, Barb Abrams  
Guest: Judy Bridge

### Public Workshop I 10/7/95

Laurel distributed a general summary of the public workshop, including written comments by participants. She observed that there were a number of attendees who had not known about the workshop, but once on the site participated. Some people who weren't aware of the park's existence, stayed for over an hour.

### User Survey Update

Laurel announced that to date over 100 user surveys have been returned. Mabel handed in more at the meeting from the Grange. Mabel also asked for additional copies from Jane to give to friends in Scappoose.

Jane said two urban design graduate students at Portland State University, who have worked on a project about Sauvie Island, have volunteered to tabulate the surveys. The results should be completed prior to the Public Workshop on November 14th.

Laurel added that where feasible the answers to open ended questions will be written out for everyone's review.

#### **Comparable Facilities Survey Update**

Laurel reviewed the progress on the comparable facilities survey. Sixteen institutions have been mailed surveys, ten of them contacted by phone. The remainder will be contacted by Carla and Laurel prior to the interpretive themes brainstorm session on November 6th. As of October 24th, three surveys have been returned. Although no conclusions can be drawn yet, the institutions have a variety of funding sources and number of visitors. For most places educational programs are a key component in terms of revenue as well as focus. The number of permanent parking spaces at facilities is small regardless of the number of overall visitor attendance.

#### **Review of Master Plan Goals**

Jane summarized that at this meeting the PAC would look at schematic possibilities for the future of the park. She repeated the project goals formulated at the first PAC meeting:

1. Preserve the natural and pastoral quality of the park and Sauvie Island. \*
2. Expand opportunities to interpret the pre-history, natural, cultural and agricultural history of the park and island.
3. Focus recreational use from other island areas, by providing improvements to attract users.
4. Educate park users as to the unique habitat throughout the island and teach stewardship that will lead to better respect by visitors.

\* Although the first goal was not originally listed, it has been understood from the beginning and Jane suggested we add it.

#### **Overview of September 26 PAC Meeting**

Bo briefly summarized the site assessment presented at the previous PAC Meeting on September 26th. This assessment would help determine what were the most appropriate future uses at various locations of the park.

Because no place on Sauvie Island offers the abundance of natural, cultural, agricultural and historical resources like the park, it is an ideal place to interpret and demonstrate what makes the Island so special.

#### **Management Objectives**

The Management objectives are the basic principles to form the physical appearance of the park. They have been formulated to ensure that the site improvements, facilities or



programs envisioned for the park uphold the master plan goals and maintain the pastoral character of the park. For example:

**1. Site Improvements**

- One's view within the site should preserve the historic character as much as possible.
- Physical features such as wildlife viewing blinds should be sited and constructed so they "disappear" instead of clutter the park.
- Construct trails on edges of ecological zones to define transitions; differentiate wildlife habitats, or plant communities. This increases their educational value.
- Position and design signage, fences, picnic tables, garbage cans, etc., to complement the quiet, historic beauty that draws people to the park now.

**2. Natural systems**

- Maximize habitat diversity.
- Improve wildlife habitat.
- Improve water quality of wetlands.
- Control watershed areas.
- Improve educational opportunities.

**3. Facilities**

- Develop plan consistent with ADA.
- Comply with laws, planning, zoning and building codes.
- Ensure new facilities are adequate to serve potential programs, special public and private events.
- Improve use of the space, especially for educational purposes.

**4. Maintenance/operations**

- Address remote site security concerns.
- Propose facilities, programs consistent with operating capabilities of managing agencies, including management of volunteers.
- Use volunteers to staff park during fall and spring.
- Specify durability standards for building construction.
- Property acquisitions need to be consistent with the management policies of the participating agencies, Metro and OHS,
- Address budget and staffing concerns for increased maintenance.

**5. Programs**

- Improve natural and cultural resource interpretive opportunities.
- Build on and reinforce what is already at the park. Improvement should compliment the existing site uses/Island/house character.
- Educate visitors in an engaging and experiential manner.
- Provide a resource for Island residents.
- Educate visitors about island private property - many believe entire island is public property.

**6. Transportation**

- Minimize visual impact of parking lot on the site.

- Explore possibility to accommodate large events with shuttle bus service.
- Recommend best access to site, internal circulation patterns.
- Determine parking lot size needs, location and screening from Sauvie Island Road and park.

### **Public Input**

Laurel summarized the most significant comments received at the public workshop.

- Don't over develop.
- Increase educational opportunities.
- Expand hours the house and barn are open to public.
- Improve wildlife habitat.
- Provide adequate public improvements for park use.

### **Basic Assumptions Included in all Site Design Alternatives**

Laurel explained that all the site design alternatives include basic elements considered essential to comply with laws and meet the needs of visitors.

- Improve the parking lot.
- Comply with the American Disabilities Act (ADA), including parking, trails and access to the barn and house. (Historic buildings have ADA guidelines that would not destroy the historic structure's character. Carla will inform us as to the guidelines appropriate to the house.)
- Add informational signage.
- Add year round restrooms and other minor public improvements.
- Include the presence of Bird of Prey facility on the site.

Each of the alternative site designs show two major zones in the park - a passive one for wildlife and an active one for cultural, interpretation, recreation activities and historic farm. At a minimum, each design must address the issues outlined below:

### **PASSIVE ZONE**

#### **Wildlife area**

Each alternative shows different ways to represent the different natural island habitats:

- Control human access to maximize diversity of wildlife
  - Attracting wildlife in turn attracts visitors to view wildlife at the park instead of other restricted areas of the Island.
1. **Scrub/shrub seasonal wetland**
    - Educational opportunities are maximized with two different wetlands present, one open water, the other a shrub/scrub area.
    - How do we manage an evolving landscape?
    - If it dries up, it will be invaded by non-native plants
  2. **Meadow/pasture**
    - Non-native plants including tansy, thistle, blackberry and grasses are present
    - Present fencing limits access and wildlife viewing

- Keep trails on edges, away from breeding areas or cutting across meadow, or around lake's entire perimeter.
- Increase nesting cover.
- 3. **Open water wetland**
  - Improve water quality. Algae in the lake is indication of oxygen depletion, which will lead to the putrefaction of the lake, limitation of species that can inhabit it.
  - In order to control the watershed for Howell Lake, the dike which is not in the property, must be maintained.
  - Reduce algae bloom, promote insects who in turn attract waterfowl
- 4. **Oak savanna**
  - Presently owned by Metro, but has interpretive possibilities.
  - Jane added that Metro typically looks beyond own property boundaries, with the understanding that no adjacent properties would be used without an agreement with the property owners(s).

## **ACTIVE ZONE**

### **House/Barn/Grounds Area**

- Design structures to be in keeping with historic character
- Expand on historic interpretation and domestic character
- Use House/barn grounds for most educational activities, programs, recreation use, special events
- Incorporate indoor barn area for usage. Open up side to orchard.

Jane reminded the committee that there is \$275,000 of Multnomah County's share of the Open Space Bond proceeds designated for improvements to the park. The Bond monies will not cover all of the required costs. The management objectives of the master plan will help guide the future use and prioritize what improvements should be made first. She added that the cost of construction and operations of these elements as well as any other recommendations, would need the approval of Metro before being implemented.

### **Alternative Schemes**

Bo presented three schematic alternatives for discussion to show how the opportunity at the park to interpret historic and natural features, educate visitors, and attract diverse wildlife could take form. All alternatives also need to reinforce the themes of the interpretive plan, which will be presented at the next PAC meeting.

*Note: Italicized statements represent comments from PAC members or guests.*

### **Alternative #1**

#### **Main Principle: Keep similar to existing park**

1. **Parking**
  - Improve grading, surface
  - Create spaces and paths that comply with ADA (Americans with Disabilities Act)

- Screen cars from the park site. They are too visible now.
- 2. **Wildlife Area**
  - Wildlife viewing would be limited to the marsh in the northwest corner of the park
  - Although not accessible by trails, Howell Lake would get some additional riparian planting
- 3. **House**
  - Develop "like experiences" for disabled visitors, such as display panels, video or photo album showing areas inaccessible to them
  - Add a discreet earthen ramp on back side of house, screened by shrubbery  
(Carla will check on what level of accessibility is needed to comply with the law.)
- 4. **Barn**
  - Bird of Prey would have maintenance access from a small parking area via a small simple gravel path to their facility. A narrow, gravel path will encourage them to drive slowly and keep the access in character of the farm.
  - *Concern by PAC members as to the suitability of Bird of Prey at the park, due to their need to severely restrict human contact as part of the bird's recovery into the wild.*
- 5. **Grounds**
  - Construct an entry gateway at existing entrance near public parking, with informational displays about the island, stewardship; preview of park themes, maps, directions.
  - Add year-round restrooms.
  - Add covered shelter.

#### **Alternative # 2**

**Main Principle: Increase wildlife viewing, educational opportunities**

- 6. **Parking**
  - Lead entry road into parking lot to discourage cars away from staff parking and Marge's driveway.
  - Current parking area is too far from main activity area.
- 7. **Wildlife Area**
  - Expand trail to include access to marsh, along edge between meadow and shrub scrub wetland.
  - Trail will be ADA compliant, but a soft compacted material, wide, not steep.
  - Open up view of Howell Lake from house.
  - Add unobtrusive viewing blinds.
  - Plant hedgerows along trail as a wildlife corridor to provide protection between the two wetlands and screen people.
  - Northeast side of lake will remain off limits to people - no trail.
  - Increase educational opportunities for oak savanna, open water, meadow, shrub/scrub. Explain how these areas are different, how to read the landscape, respect it.
  - Restore meadow.

- *Although cattle can add to the wildlife, overgrazing is bad. (Marge) There is a place for grazing. (Terry)*
  - *Marge moves cattle around to various meadow areas. She has them graze on park lands to lower the grass level prior to bird nesting, but then removes them during nesting season.*
  - *If the cattle leave the meadow entirely, it would have to be mowed to lower grass level.*
  - *Grazed land does not return to native plants easily or quickly. (Terry)*
  - *The spraying to remove tansy ragwort probably killed the wildflowers in the meadow. (Marge)*
  - *There used to be camas; now it's gone. They also plowed it over when they planted food crops for the ducks and geese.*
  - *Wapato was present until the 1940's*
  - *There is interpretive value and biological benefit to re-introducing native species.*
- 8. Barn and House**
- *Improve use of facilities*
  - *Make barn more visible, move access, add doors, windows on north side.*
  - *Improve outdoor lighting in an appropriate manner*

### **Alternative #3**

**Main Principles:** Add Oak Savanna to wildlife area, expand living history farm program

#### **1. Parking**

- *On park's west side, use the hay field to demonstrate old farm equipment; use manure from cattle as fertilizer,*
- *Add a wild rose arbor to connect parking g to the house (Mabel)*
- *Parked cars can attract more visitors (Judy)*
- *At the High Desert Museum in Bend, they have successfully hidden the parking areas by breaking them up. They rely on advertising and signage to bring people to the museum.*
- *Vandalism occurs if cars are hidden.*
- *All the other produce markets around the island have large parking lots. (Judy)*
- *Add a row of trees on the east side of the dike to screen parking. (Mabel)*
- *Walk between parking and house can be a transitional zone to help acclimate visitors to the character of the historic farm.*
- *The parking right now is a fishbowl situation.*
- *During festival time there is no way to hide the cars.*
- *Shuttle buses may be an option; bus turn around area would be included along entry road.*
- *Screen off small staff parking lot near barn from site view.*
- *Make it look like a corral. (Terry)*

#### **2. Wildlife Area**

- Includes property acquisition of oak savanna preserve, complementing the other three natural environments.
  - Multnomahs used to burn grasses for acorn harvest.
  - Interpret information specific to its own wildlife area.
  - Provide boardwalk across area to view wapato.
  - *Provide short and long trails, to accommodate those not wanting to walk the entire loop. (Angela)*
  - Trail becomes an expansive loop connecting areas that attract different wildlife
3. **Historic Farm**
- *Finnish cabin could have interpretive possibilities. (Jack)*
  - Expand exhibits in the barn, use an introduction to other areas of park; e.g. wildlife, living farm.
4. **Grounds**
- *Add roses to wedding Gazebo; the Rose Society has old species.*
  - *Wild roses used to be along all the roads on the island.*
  - *Enclose chemical toilets in historic outhouse shell, with half moon on door. (Mabel)*
  - *Have a live-in ranger - look at the host program.*
  - *Thin the fir grove to provide better view of Howell Lake from the house.*
  - *Apparently a boy scout troop planted them. They've been thinned before, to soften the linear planting. Ask Pete Scheideman.*
  - *Cut one tree each year, give it to worthy cause as Christmas tree.*

#### **Other Comments**

- *During pumpkin season school buses come daily to the park for picnics, but there are no restrooms for kids to use.*
- *Mabel: Has the well been tested for safe drinking water?*
- *Marge has a resident beaver*
- *The marsh used to have muskrats and beaver*
- *Major area for cattle harassment is at the corral.*
- *Marge doesn't graze cattle on back NE corner of park property until spring.*
- *Mabel added there are no dams on either the park or Marge's property. Years ago there was a pump and dike across. Eventually it washed away.*
- *Mabel - What will the Grange ladies do at the next Wintering In?*

#### **Interpretive Brainstorm Session**

On November 6th, the project team will meet with local historians to assess the input gathered from the PAC and the first Public Workshop to determine what stories are most appropriate to interpret at the park. Jack Cleaver and Donna Matrazzo of the PAC have been asked to attend in their professional capacities. Dave Bucy, interpretive planner and part of the project team will lead the session.

#### **Comments:**

- What do people remember about a place?

- How do you spin a yarn with many threads?
- When Marge provides interpretation at the agricultural museum, she typically starts at the separator or butter churn, two items that older people can relate to. The people become involved and add their own stories.

**November 14th Public Meeting**

the second Public Workshop will be held at 7:00 p.m. on Tuesday, November 14th. at the Sauvie Island School.

Nevue Ngan will present the possibilities that have evolved from this meeting, interpretive brainstorming, and surveys.

The format will probably be more formal than the last, with a presentation; although people may break up in small groups.

- Ads will appear in the Sauvie Island Outlook, Neighbors between River, St. Johns Review, Oregonian and Willamette Week Calendar, Northwest Examiner. Jane also has a mailing list of over 100 people.
- PAC members who live on the island will distribute notices to the Cracker Barrel, Produce Markets, etc.

**The next PAC meeting is Tuesday, December 5th.**

**Howell Territorial Park Master Plan  
PAC Meeting  
7:00 p.m., Tuesday, December 5, 1995  
Howell Territorial Park Barn**

**PROPOSED AGENDA**

- |             |                                                              |
|-------------|--------------------------------------------------------------|
| <b>7:00</b> | <b>Process Review</b>                                        |
| <b>7:15</b> | <b>November 14th Public Meeting<br/>Summary<br/>Comments</b> |
| <b>7:30</b> | <b>Interpretive Meeting Summary</b>                          |
| <b>7:45</b> | <b>Review of Proposed Plan</b>                               |
| <b>8:00</b> | <b>Priorities and Phasing</b>                                |
| <b>8:15</b> | <b>Vision of sugar plums</b>                                 |



Nevue  
Ngan  
Associates

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## MEMORANDUM

**Date:** December 13, 1995  
**To:** Jane Hart, Metro  
Carla Simon, Oregon Historical Society  
**From:** Laurel Lyon, Nevue Ngan Associates  
**Re:** 12/5/95 Meeting of Howell Territorial Park Project Advisory Committee

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The fourth meeting of the Project Advisory Committee (PAC) took place on December 5, 1995, from 7:00 to 9:00 p.m. in the Howell Territorial Park Barn.

Attending members: Marge Taber, Mabel Dudley, Jean Fears, Donna Matrazzo, Cameron Vaughan-Tyler, Jack Cleaver, Angela Schillereff, Terry Dufour  
Project Team: Jane Hart, Carla Simon, Bo Nevue, Laurel Lyon, Barb Abrams  
Guest: Judy Bridge

Jane opened the meeting by thanking everyone for their participation in the public meeting held on November 14th, 1995.. She noted Marge and Mabel's help with the refreshments and especially thanked Angela for speaking so well about the PAC formation and members.

### Process Overview

Bo briefly reviewed the progress of the master plan and what needs to be done next to complete the plan. He thanked everyone for their contributions, noting that this type of effort demonstrates what public involvement is supposed to be. Tonight's meeting has the added feature of Mabel's personal photos that document the lives of Howells and other Islanders for generations.

Although this is the last meeting of the PAC, the project team may contact individuals on an as needed basis.

The management scenarios that were presented at the November 14th public meeting represent the data, information and feedback from the Project Advisory Committee meetings. The site assessment addressed opportunities and constraint of the site, as well as directed activities to two discreet areas—one for wildlife and the other for the historic farm and recreational activities.

The next step is to review the proposed plan with Charlie Ciecko, Director of Metro Parks and Greenspaces, and Chet Orloff, Director of the Oregon Historical Society. The team will continue to incorporate more details related to enhancing the historic character and site capabilities, add design standards and make refinements to the plan.

The draft document will be available in one or two months' time. It will need to be approved by Metro and OHS committees prior to approval by the Metro Council. PAC members will receive a copy of the draft document during the three week public comment period and are encouraged to make comments in writing to Metro.

#### **November 14th Public Meeting De-Briefing**

Laurel distributed copies of the public meeting notes. She summarized that approximately 25 people (outside of the project team and PAC members) attended, including several adjacent landowners. The project team was pleased with the generally favorable response to the proposed plans. The concluding comment period brought some new ideas and reinforced many of the concepts already incorporated in the plan. The following comments were made to individual PAC members after the formal meeting broke up:

- Mr. Grandy, who lives north of the park is concerned about how to separate his water from the Howell Lake watershed. He suggested a berm (constructed at the park's expense.) He has wanted to grow row crops on the park's land for years.
- Mr. Getz would like to be the live-in ranger.
- The Douglasses are concerned with vehicles using their driveway as a turnaround. Could the park make it clear that the County road stops at the park boundary?
- Marge commented that many people she has talked to over the last few weeks are in favor of the plan's general concept to leave the park like it is now, with a few improvements and increased interpretive information.
- It has been a universal request to add year round restrooms and increase the hours and days of the year the house and barn are open to the public.

#### **Interpretive Themes Session Summary**

Laurel distributed copies of a Summary of the Interpretive Themes Session that occurred on Monday, November 6th, 1995. The purpose of the meeting was to assemble a number of historians, interpretive planners and storytellers to help determine the appropriate themes for the Howell Park educational and interpretive programs.

After introductions and a brief description of the master plan process by Bo, project team member, David Bucy, an interpretive planner, described the two basic methods to give people interpretive information. The encyclopedia approach provides a wealth of information, but leaves it up to the viewer to filter what is significant. The "novel" approach tells a story with selected facts that support the basic theme of the exhibit. Most people respond more favorably to having the built-in filters of the "novel" approach. He recommended that this be the method more appropriate for the park. Because there are so many topics that could be interpreted at the park, the selection of appropriate themes is especially important.

The participants broke up into three smaller groups to brainstorm about key topics that help trace the significance of various Island residents in the past. With the aid of worksheets, each group was asked to suggest what they would like visitors to know about a key topic, where at the park each story is best told, and what techniques would be best for audience engagement. Suggested key topics were: The Use of the Land by Wildlife, Native Americans, Early Explorers and Trappers, Settlers, Farmers, and People Today.

**Some of the significant themes or ideas were:**

- This is an island, which makes it unique and different.
- Everything has migrated to the Island; significant change has always come from the outside.
- The island is a continuum that is connected through interpreting the cultural and natural occurrences over time and season.
- Sauvie Island is a changing place and will continue to be so.
- People of different times or cultures have interpreted the landscape differently.
- Stewardship is a relative term, based on economic, spiritual and cultural values.
- The previous wildlife abundance has depleted due in part to human changes in the environment and hunting.
- Sauvie Island is part of what once was a major hub of a thriving Northwest Indian culture.
- Trappers and explorers worked very closely with the Native Americans.
- Settlers altered the environment to meet their needs.
- The end of isolation for the Island brought both positive and negative changes.

Laurel also noted that useful suggestion on how to teach stewardship to children were discussed:

- We need to carry over interpretation from the Island to the rest of people's lives
- Have a children's summer camp, adult history camps
- Explain stewardship in a Hule shelter.
- Teach skills to minimize impact on wildlife. Learn how to "walk like a cow".

- Marge added that she can walk up to nesting geese by walking between two cows, because the geese are accustomed to the cows.
- Mabel said that waterfowl are less likely to fly away if you wear dark colors.
- Laurel commented that one of the rewarding aspects of the interpretive themes session was that the experts reinforced the ideas that had been formulated by the project team and the PAC.
- Bo added that these interpretive themes, and recommendations on where and how they would be told at the park would be included in the master plan.

### **Review of Preferred Plan**

Each of the three management scenarios presented at the Public Meeting built upon the previous one. The third scenario best met the overall goals of the master plan. It includes the 20-acre oak savanna, which is now owned by Marge Taber. If the savanna can be brought into the park boundary, all of the major habitats of the Island will be represented at the park. This expanded acreage will allow for improved opportunities for wildlife viewing, and Native American interpretation. The additional land will also allow the park to control the watershed for Howell Lake and manage the dike between the lake and the Gilbert River. The east side of Howell Lake will remain a refuge and be off-limits to general human activity. The park will also be able to re-establish a more comprehensive perimeter plantings to control its viewshed. Following the November 14th public meeting Metro staff met with Marge to express interest in bringing her entire 40 acres (including the 20-acre oak savanna) into the park boundary eventually. Metro believes this would greatly enhance the park's future and asked Marge if she minded the project team presenting this design option to the committee tonight. She agreed to the presentation which will be discussed in more detail later.

### **Wildlife Area**

As part of this plan the marsh in the NW corner of the park will have a fluctuating water level, controlled in part by natural seasonal water. Invasive woody species, such as the cottonwoods will be thinned and blackberries cut back to some degree.

- Terry Dufour is looking into a water management program using native species at the ODFW wildlife center. The timing of the water fluctuation is more critical than the volume. If the marsh dries out completely in the summer and the bed is disked before refilling it, native plant seeds can grow and eliminate the non-native competition. The water fluctuation also keeps the woody species at bay, although it may be advisable to mechanically farm the shorelines. Native plants exceed any row crop as a draw for wildlife. This approach has a lower impact on the habitat, even with a small amount of mechanical farming. Terry will follow up with the project team on more detailed information.
- Marge added that the carp that used to live in the lake kept it clean by eating the algae.

- Mabel said a hunter shot at ducks from her back yard (illegal). Terry asked Marge or any other island to call him if they see hunters in a no-hunting area.
- Judy added that people from the outside assume the whole island is public property and treat private property as if it were their public playground.

Bo added that one of the main priorities will be to add an on-site ranger who would decrease the misuse of the parks' grounds.

### **Historic Farm**

The historic farm area will have some features that weren't shown in detail at the public meeting. Ideas from the PAC members such as the arbor, shelter, restrooms and additional wedding facilities will be incorporated into the master plan.

The barn is the logical place for the main indoor educational programs including interpretive exhibits, a classroom and community room. As a historic structure the house is not an appropriate place for these activities.

Any physical improvements to be made throughout the park should be unobtrusive, to help preserve and protect the historic character that everyone values

The project team explored another idea mentioned at the previous meeting, namely that the logical place for the park entry was near the barn, instead of its present location to the northwest of the House.

As mentioned earlier Metro has expressed interest to Marge in eventually purchasing her entire forty acres that includes her present residence. Metro believes this additional land would greatly enhance the park.

- The additional land gives the park an increased buffer between wildlife and adjacent properties.
- The threat of a land use that is incompatible to the park is eliminated.
- The historic viewshed and character can be maintained.
- There is more "breathing space" for additional educational activities such as day camps, trapper's cabin, Native American long house.
- Security would be improved with a caretaker's residence located near the entrance and with better view of the main activity sites of the farm.
- The park entrance would be moved to a more logical location that provides visitors with direct access and orientation to the activity areas, especially for handicapped users. (The hay field would remain as overflow parking for large events.)
- Bird of Prey would have their own vehicular entrance. (Marge added that during the time when the park doesn't have ownership of her land, the Bird of Prey could use the existing easement for access.)

With this scheme the park access road would be moved to a more southern location, with a sweeping curve that would give a view of the House and combine the two fields. Bo suggested the field could be an ongoing demonstration for the use of historic farming equipment.

Mabel added that her pictures on display include several of threshing and shocking hay at the farm. She also said the park would need to be on the alert for the potential fire hazard of the field.

### **Project Phasing**

Although there is some money available from the bond measure that passed in May and OHS grant, it cannot cover all the improvements recommended at one time. A prioritized phasing will allow the park to proceed to build on improvements as funding becomes available.

1. **Make improvements mandated by law, that are low cost or are maintenance issues.**
  - ADA compliance
  - Restrooms
  - Better informational signage
  - Vegetative management (could be done by County work crews).
  - Add Site Ranger/Caretaker
2. **Create Revenue Generators**
  - Shelter for weddings and events
  - Outdoor utility improvements
3. **Add improvements for educational programs and activities**
  - Add trails, wildlife viewing blinds, interpretive information
  - Create a domestic historic farm setting
  - Add classroom, office to barn.
  - Provide community meeting space
  - Expand on the barn's interpretive exhibits
  - Add windows and openings to barn on orchard side
  - Build outdoor kitchen as activity node for historic domestic living interpretation.

Bo added that the house and barn would expand their hours and number of days of the year to be opened.

One of the master plan's next steps will be to analyze the financial issues and review the recommendations with Charlie Ciecko, and Chet Orloff. Some improvements can be made with the aid of volunteer groups. The park will benefit from their investment of time and energy as a commitment to the park's future.

The formal meeting concluded when each PAC member chose a small wind-up toy as a token of esteem from the project team for their contribution to the project.. Hot cider, bread and cookies were served.

# NEWS RELEASE

600 NORTHEAST GRAND AVENUE | PORTLAND, OREGON 97232 2734  
TEL 503 797 1510 | FAX 503 797 1700



**METRO**

Sept. 20, 1995

For immediate release

For more information, call Jane Hart, (503) 797-1585

## **Open house set for Howell Park, Bybee House on Sauvie Island**

A community open house from 1 to 4 p.m. on Saturday, Oct. 7, will allow citizens to experience a historic farm setting and participate in planning the future of Howell Park and the historic Bybee House on Sauvie Island.

The open house will be held at Howell Park, 13901 NW Howell Park Rd., approximately one mile north of the Sauvie Island bridge.

Small groups will tour the park grounds and facilities and put their collective imaginations to work for ways to best preserve this historic farm and unique natural area for people and wildlife.

The open house is sponsored by Metro Regional Parks and Greenspaces and the Oregon Historical Society, partners in the master planning process. The sponsors jointly manage and maintain the park grounds and facilities.

The intent of the master planning process is to identify education programs, activities and complimentary facilities for the park that will increase awareness and stewardship of the natural, cultural and agricultural resources at the park.

Representatives of Metro, Oregon Historical Society, Bird of Prey Rescue Northwest, Inc. and members of an independent project advisory committee will be on hand to lead tours of the park.

- more -



Open house highlights include:

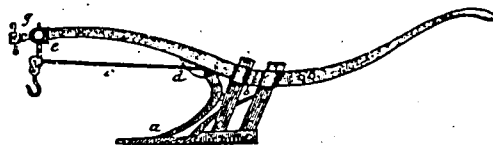
- Refreshments on the grounds of this historic farm
- A tour of the Bybee House, pioneer orchard and agricultural museum
- Viewing wildlife from wetlands and grounds of the park
- Sharing stories and photographs of the park
- Provide ideas about what makes Sauvie Island and the park so special
- Learn how you can be involved in planning for the future of the park.

For more information, call Jane Hart at (503) 797-1585

# # #

# COMMUNITY WORKSHOP

## VIEW FUTURE DESIGNS FOR BYBEE HOUSE AND HOWELL PARK ON SAUVIE ISLAND



### What:

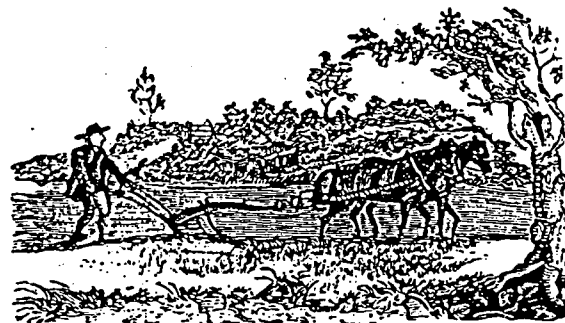
This is your park. Put your mark on design drawings for future improvements to the Bybee House and Howell Park.

### When:

Tuesday, November 14, 7:00 TO 9:00 PM

### Where:

Sauvie Island School cafeteria  
14445 NW Charlton Road  
Sauvie Island



For more information call Jane Hart at Metro 797-1585



METRO



on Saturdays and Sundays for a 3 1/2 hour shift. If you are interested please call Paula Gadotti at 248-3468 or 306-5739. If you would like to join the Safety Action Committee, or have any comments, the next meeting is August 8th, 7 pm at ODFW office.

## HOWELL TERRITORIAL PARK MASTER PLAN

By Jane Hart

Metro Regional Parks and Greenspaces Department and the Oregon Historical Society (OHS) are conducting a long range planning effort to ensure continued preservation of the natural and cultural resources at the Howell Territorial Park. Sauvie Island residents, park users and interested citizens will have several opportunities to be involved in the master planning process throughout the project. A public open house event will be held at the Park in September and the date will be announced in the September issue of the Outlook. Nevue Negan Associates, a Portland based landscaped architecture firm, will work with Metro and OHS during the planning process and will prepare a Master Plan document.

The intent of the Master Plan is to identify education programs, activities and complimentary facilities for the Park that will increase respect and stewardship of the natural, cultural and agricultural resources at the Park and on the Island. Opportunities will be explored to direct visitors towards the Park for educational and recreational purposes without compromising the Park's pastoral qualities and in a way that supports local resident's desires and needs. Metro and OHS believe that to be successful, the Master Plan should be consistent with the values and qualities that are unique to Sauvie Island. For more information about the project, contact Jane Hart, 797-1585 or Bo Nevue at 227-5802.

## YOU CAN'T FOOL MOTHER NATURE!

Maybe so but she can certainly try to fool doctors!.....Tim and Angela Schillereff are very pleased with their second son that came to live with them on June 20th. The doctor thought Tyler Joseph was going to be a girl and as far as big brother Nick is concerned (who will be 2 in September) he isn't even sure if Tyler is even necessary at all!!

Tyler, may be the second heir for the S.I. Kennels, never the less he didn't want to wait any longer and arrived 10 days early. He felt he was ready "to meet the world" with his credentials of 7 pounds 15 ounces and 20 inches long. Mom says that Dad is

will present "A Century of Violence: Lesson We Have Not Learned" at PSU's Tour the World at Home this Summer free lecture series. Instructor Arun Gandhi developed the M.K. Gandhi Institute for Nonviolence a nonprofit, nonsectarian organization devoted to promoting the understanding of non-violence and peaceful resolution of conflict. He will be speaking Wednesday Noon, August 2nd, at PSU Ballroom in Smith Memorial Center. For a complete listing of "The Tour The World at Home" series featuring visiting professors, call 725-8500.

## TO THE SAUVIES ISLAND SCHOOL BOARD

by Mabel Dudley

I attended the school board meeting of June 20th in hopes of getting facts, not rumors as to what is being done about the Sauvie Island School system. All I got was more confused as it was practically impossible to hear; but in all fairness to the board I did have to leave before the meeting was over.

I have lived on the Island for 73 years and until recent years the entire population of the Island was kept informed and was asked to participate in all major changes on the Island. I left the meeting with the impression that there are 28 students and their parents, along with the school board making all the decisions as to the high school. If these parents are "footing the entire bill" then the rest of us have nothing to say about it; BUT IF WE, as tax payers, are being asked to help with the cost of this education then, I believe it is only fair that we have a right to be part of the decision making process.

Some of the questions I would have liked to ask the board were; Is it true that you have bought or rented several buildings? Where are you putting them? If on the school property is the septic system we have now adequate? If not, have you obtained the permits to install a new system? For this matter do you have the permits to put whatever type of building you are going to use, on the Island? Or have you put the "cart before the horse". And what about water? Is there a minimum number of students required for each class in order to get state revenue? Do you have them signed or are you speculating?

And last, but not least, where is the money coming from to pay for all of this? If we have enough of a surplus on hand to meet all the bills then why has my taxes gone up every year??? In closing I would like to suggest that the school board hold a public meeting and give the Island residents

1995 Aug. Sauvie Is. Outlook

for their hours of  
done!

## MAKE BASKETS?

ena Burton of "Basket-  
designing and  
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Washington, Texas,  
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They filmed then in the Fish and Wildlife  
area, The Berry Basket, Pastorino Farm,  
Fazio Farm, John & Marie Colasurdo and  
Steve & Deneen Ferguson's homes.

## WINTERING-IN 1995

The Oregon Historical Society's Annual  
Wintering-In Harvest Festival takes place  
Saturday, September 23rd at the Howell  
Territorial Park from 11-4 pm with a sug-  
gested donation of \$1 per person for admis-  
sion. Parking is free. The day's festivities  
include pioneer crafts and demonstrations,  
children's games and activities, folk music,  
fresh-pressed apple cider, nature walks,  
pioneer orchard and tours of the historic  
1858 Bybee House and Agricultural Museum.  
The Oregon Archaeological Society and the  
Native Plant Society of Oregon will also  
provide educational activities/displays. For  
more information call 222-1741.

## HOWELL PARK MASTER PLAN BEGINS

by Metro and Oregon Historical Society

The long range planning for Howell Ter-  
ritorial Park has begun. Metro and the  
Oregon Historical Society (project sponsors)  
have formed a Project Advisory Committee of  
Island residents and other organizations  
interested in the park. The committee will  
provide ongoing advice and community input  
for the master plan. Project sponsors would  
also like to get your comments, ideas and  
images to help formulate educational and  
recreational programs that support the  
pastoral qualities of the park and Island.

Mark your calendar for Saturday, October  
7th, 1 - 4 pm, at the Howell Territorial Park  
for the HOWELL PARK OPEN HOUSE. Enjoy  
refreshments on the grounds of this historic  
farm; Tour the Bybee-Howell House, pioneer  
orchard and agricultural museum; View  
wildlife from wetlands and grounds of the  
park; Give us your ideas about what makes  
Sauvie Island and the park so special; Share  
your stories and photographs of the park;  
Meet with the members of the Project Ad-  
visory Committee; Learn more about the

master plan and how you can contribute to  
the forming of the park's future. For more  
information please contact Jane Hart at Metro  
797-1585, or Bo Nevue at Nevue Nagan  
Associates 227-5802.

## COUNTY PLANNING COMMISSION

VOLUME XXIII No. 9

USPS 002-410

SEPTEMBER 1995



# THE SAUVIE ISLAND OUTLOOK

up by DEQ concern  
quality and landfill  
hazardous waste has l

The permit would inclu  
monitoring and engine  
decrease the landfill  
provide early warning

## **Howell Territorial Park Master Plan Public Workshop I**

Saturday, October 7, 1995, 1 p.m. - 4 p.m.

Howell Territorial Park

**Sign-in Attendance:** 30

**Weather:** warm, sunny

**User Surveys completed:** 16

### **Attendance Profile:**

Among the participants were Howell Park frequent users as well as many who were first time visitors. Some mentioned they had seen the 10/6/95 article in the Oregonian; others had come to picnic and decided to stay for the workshop and house tour. Most people stayed at least 1 1/2 hours, many extending their visit for the house tour at 3:30 p.m. Approximately ten people accompanied Donna Matrazzo on the wildlife walk to Howell Lake. Although some Sauvie Island residents attended, most people were from the Portland Metro area.

### **Workshop Team:**

**PAC members:** Mabel Dudley, Jean Fears, Bill Kinyoun (Terry Dufour alternative), Angela Schillereff, Marge Taber

**Metro:** Janelle Geddes, Jane Hart, Pete Scheideman

**Oregon Historical Society:** Barb Abrams, Jean Burlingham, Jack Cleaver, Carla Simon

**Nevue Ngan Associates:** Laurel Lyon, Bo Nevue

### **Workshop Format:**

Meeting participants were greeted at the registration table where they could view the preliminary goals for the Howell Territorial Park Master Plan (listed below):

1. Expand opportunities to interpret the pre-history, natural, cultural and agricultural history of the park and island.
2. Focus recreational use from other island areas, by providing improvements to attract users.
3. Educate park users as to the unique habitat throughout the island and teach stewardship that will lead to better respect by visitors.

Participants were invited to take self-guided tours of theme stations located throughout the park. At each theme station large tablets were set on picnic tables for writing comments. The workshop team recorded verbal comments. Many comments were generated and are summarized below by theme station.

### **Wildlife Station**

1. In terms of wetlands/preservation - how does this compare with other sites?
2. Clean up the berry bushes.
3. Elmer Peterson has stories about parties in the Howell House - a piano...
4. Possible to have other native plants that don't rely on flooding/pumping water?
5. Spending too much money on pumping?
6. Would like to see pumping water into marsh.

7. Maintain water levels in lake, wetlands.
8. Are there enough trails/interpretive areas?
9. Trails comply with ADA Law - not a barrier for people. A boardwalk would be great.
10. Keep some places for animals not for people.
11. Preserve to where people can use it, but not so that people can tramp it all down. (2)
12. Like idea of informational plaques identifying birds and plants.
13. Provide wildlife and education in a controlled manner (a path all the way around the lake would decrease wildlife viewing opportunities because species become frightened). (2)
14. Educational opportunities for schools/college students and general public (Have summer day camps for different age groups to generate revenue, like the Zoo camps).
15. Have organized, scheduled school outings here - historic house, wildlife education. (3)
16. Increase emergent vegetation in lake; deepen portions of the lake to help improve water quality (lower the temperature and algae growth).
17. Attempt to control nutrient loading (lower fertilizer, cow access) to improve water quality.
18. Add trees to pond edge to provide more habitat.
19. Journey Across the Rocky Mountains by Rev. Samuel Parker - reported on Indian projects/commerce on river. A tree cut from island was 60 long 6 foot diameter
20. Would like to see: bio-diversity, natural, native plants and animals encouraged; very minimal or no development, while considering impacts on Sauvie Island residents. (6)
21. Restrict non-native vegetation.
22. Restrict nutria if non-native.
23. Sauvie Island is a jewel! Let's keep it beautiful! (2)
24. Would like to see relationships between agricultural use and wildlife habitat interpreted. For example:
  - How can humans be stewards while living within a land parcel?
  - What are some of the issues we all need to be aware of to protect places like Sauvie Island - policy/zoning issues as well as habitat/wildlife issues?
25. Maintain grazing in selected areas away from wetlands areas to provide for geese.
26. Restrict any bovines completely.
27. If cows and wetlands can co-exist, that's OK, it's nice to see cows.
28. Don't alienate people who have been living/farming here.
29. Any development of nesting cover will require some type of predator control (i.e. feral cats, domestic cats, opossum, etc.) if it is going to be a success.
30. User fees are necessary.
31. Upgrade the parking lot.
32. The site needs a resident park ranger to protect the resources, enforce regulations.
33. Prioritize and spend money on some focus areas.

**Grounds/Orchard Station**

1. Keep parking area small - 25 paved spaces, remainder in grass.
2. Buffer parking area with vegetation.
3. Consider a phased approach to parking. Don't gravel or pave it until actually monitoring use.
4. Special events should be allowed but provisions for a limited number of parking spaces should be made. (Let them know they have "X" number of parking spaces and they should carpool.)
5. User fee is not unreasonable and expected, especially if used specifically for park improvements and restrooms. People would pay for events. User fee OK at \$2.
6. Keep the park it simple.
7. Site is good for field trip for school, work or picnic.
8. Restrooms are necessary. Where are they?
9. Restrooms can attract undesirable use.
10. How many historic orchards are in the area?
11. Orchard should be maintained.
12. Some concern about too many people.
13. Accessibility is not just wheelchairs, but for blind and deaf as well.
14. Interpreters should be available for deaf persons.
15. Should have more school programs.
16. Tri-Met buses should come to park.
17. Have living history like Fort Vancouver.
18. Could people be recognized for their volunteer efforts?
19. Concern with RV use.
20. Same style house at the historic house in Reedsville Oregon - built in New England; knocked down, and shipped to Oregon and reassembled. Was the Bybee Howell house a kit?
21. Even though we have lived in Portland all our life, we are first time visitors to the park. How do people learn about the park now?

**House Station**

1. Would like to know more about the previously functioning farm - what was here, where would the food come from, number of acres they farmed, types of crops, how and where sold and what market, how was it stored - pattern of dairying.
2. Additional user fee: not sure - thinks there should be a way to just visit house if they don't have an interest in the natural setting.
3. Think an extra fee is worth it (to go to house and barn). (2)
4. There should be a modest park entry fee.
5. Not sure it would be practical to charge a second fee for the house.
6. Facility should be free, but if not, teachers, students and non-profit employees should get discount.
7. We were here on the weekends this summer and it was not open. Do not think the hours need to be extended. (4)
8. Need to accommodate people with disabilities on the first floor.

9. Not in favor of more buildings - maintain what we have - very attractive the way it is.
10. Would like the plants labeled.
11. Maintain the herb garden.
12. No kids.
13. The less people here the better - no school groups no more anything.
14. Never been here before
15. Too remote for Portland
16. Potential is great for using volunteers - garden societies to do original planting.
17. Gift Shop - harvest market with produce & consignments
18. Petting zoo for school children.
19. Need to address the Native American heritage - what happened to them with the Donation Land Claims?
20. What type of white settlement community was it here - how was it connected to Portland?
21. Don't open the cellar of the house to the public.
22. Maintain a kitchen garden and medicinal gardening and provide programming
23. Security - no caretaker - thinks we need one, as it is developed - a ranger who lives on site.
24. Programming: use weddings to generate revenue.
25. Grounds need to be taken care of.
26. In terms of cultural dynamics, include southern element. School kids are ambassadors and the get trained and bring information back to classroom.

#### **Barn - Wrap up Station**

1. Home Orchard Society work to mentor students that care for orchard. Ownership is important.
2. Have a gift shop to sell homemade things Islanders make.
3. Kids need a sense of history. A classroom at the park is a good idea for pre-teens to teenagers.
4. You could advertise to high schools for field trips year round (Melissa Marshall).
5. Would like agricultural demonstrations with historic tools.
6. Have farm animals on site.
7. Need to balance access with preserving the area.
8. Kid's hands-on classes for wildlife - frogs. They will value it later in life.
9. Have Native American history and interpretive in a non-colonial area of the park
10. Tie interpretation with use of landscape by people.
11. Have living history demonstrations.
12. Add trails to walk.

#### **Upcoming Events**

**Public Meeting at the Sauvie Island School, November 14, 1995, 7:00 p.m.**



# COMMUNITY OPEN HOUSE TO PLAN THE FUTURE OF HOWELL PARK ON SAUVIE ISLAND

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## What

Come to a community open house to participate in planning for the future of Howell Park and the historic Bybee House.

## When

Saturday, October 7, 1 to 4 p.m.

## Where

Howell Park on Sauvie Island  
13901 NW Howell Park Rd.  
(approx. one mile north of the  
Sauvie Island bridge)

## Sponsors

Metro Regional Parks  
and Greenspaces Department  
and the Oregon Historical Society.



**METRO**

For more information call  
Jane Hart at Metro 797-1585



## Meeting Highlights

- Tour the Bybee House, pioneer orchard and agricultural museum.
- View wildlife at park wetlands.
- Share your stories and photographs of the park.
- Learn how you can be involved in planning the future of the park.
- Meet the park master plan project advisory committee.
- Refreshments served on the grounds of this historic farm.



## **A G E N D A**

### **HOWELL TERRITORIAL PARK MASTER PLAN**

**Public Workshop II**

**Tuesday, November 14, 1995**

**7:00 p.m., Sauvie Island School**

#### **Sign-In**

#### **View Project Displays**

**Welcome** Metro Councilor Ed Washington  
Jane Hart, Metro Project Manager

#### **Project Advisory Committee Introductions - Angela Schillereff**

#### **Project Presentation**

1. Island Overview - Bo Nevue
2. Public Involvement - Laurel Lyon
3. Management Objectives - Laurel Lyon, Jane Hart, Carla Simon
4. Proposed Alternatives - Bo Nevue
  - Alternative #1
  - Alternative #2
  - Alternative #3

#### **Public Comment**

Questions, Comments, Concerns

#### **Summary - Bo Nevue**

#### **Closing Remarks - Jane Hart**

Nevue  
Ngan  
Associates

LANDSCAPE ARCHITECTURE  
URBAN DESIGN  
ENVIRONMENTAL PLANNING  
PO BOX 9068  
PORTLAND, OR 97207  
(503) 227-5802  
FAX (503) 227-5810

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## MEMORANDUM

**Date:** November 14, 1995

**To:** Jane Hart, Metro  
Carla Simon, Oregon Historical Society

**From:** Laurel Lyon, Nevue Ngan Associates

**Re:** 11/14/95 Public Meeting for Howell Territorial Park Master Plan

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The second and final Public Meeting for the Howell Territorial Park Master Plan was held at 7:00 p.m. on Tuesday, November 14, 1995, at the Sauvie Island School. Approximately 25 people attended. People were invited to review displays and plans prior to the presentation.

### Welcome

Metro Councilor Ed Washington welcomed all participants to the meeting. Although Sauvie Island is outside the Metro district, as chair of Metro's Regional Facilities Committee, he is committed to seeing that the public has meaningful input in Metro facilities. Councilor Washington expressed his excitement about Howell Park. He attended the first public workshop, where he met Marge Taber and Mabel Dudley, descendants of the Howells. "This is a significant open space whose future needs our thoughtful consideration. Metro and the Oregon Historical Society (OHS) need the ideas of the Sauvie Island community on how to treat the Park. It's your island and we're visitors. We need a plan that can benefit everybody." He looks forward to the master plan results and thanked attendees for letting Metro be part of the park's historical experience.

### The Importance of Master Planning

Jan Hart, Metro Project Manager, gave a brief introduction explaining the importance of the master plan process. The Park's unique combination of wildlife habitat and historic setting requires a plan for the future that will balance human use and protection of the

park's natural and historic resources. Metro and OHS retained the landscape architecture and environmental planning firm, Nevue Ngan Associates, to assist with the master plan.

### **Introduction of Project Advisory Committee (PAC) Members, PAC's Role, Project Goals**

Angela Schillereff, PAC member, explained the format and role of the Project Advisory Committee (PAC). The committee is made up of primarily Sauvie Island residents, but also includes representatives of the County Commissioner's office and the former curator of the Bybee Howell House. It was decided to keep its membership small to facilitate the process. Outside experts were called in to attend when needed. Each PAC member introduced themselves and told of their particular interest in the park:

**Marge Taber**, Howell descendant and Island resident

**Mabel Dudley**, Howell descendant, lives next to the park and wants to see the marsh near the Bybee-Howell House pumped.

**Donna Matrazzo**, Island resident, Sauvie Island Conservancy (SIC). As part of the SIC, Donna would like to see the park's wildlife habitat protected and preserved, and wetlands restoration continued. As a professional scriptwriter for educational films, Donna is also excited at the opportunity to let more people know about the unique resources of the Island and park site.

**Jack Cleaver**, OHS historian. Jack was the former curator at the Bybee-Howell House and has written three booklets about the house, Island and its past.

**Cameron Vaughan-Tyler**, Representative of Multnomah County Commissioner Dan Saltzman's office. In addition to her official role for the County, Cameron's personal experience dates back to when her sister used to work at the park.

PAC Members **Jean Fears**, Editor of Sauvie Island Outlook, and **Terry Dufour**, Sauvie Island Wildlife Manager, were able to attend only the second part of the meeting.

Angela explained that the role of the committee was to respond and advise in an evolving process. PAC members participated in the previous Open House public meeting that was held at the site in October. The committee reviewed ideas presented by the project to ensure consistency with the master plan goals. PAC members also contributed their knowledge, expertise and personal stories about the park. Tonight's presentation has benefited from their input and support.

The PAC assisted in developing the following project goals:

- Preserve natural and rural quality of the park.
- Expand opportunities to interpret the pre-history, natural, cultural and agricultural history of the park and island.
- Focus recreational use from other island areas by providing improvements to attract users.

- Educate park users as to the unique habitat throughout the island and teach stewardship that will lead to better respect by visitors.

### **Sauvie Island Context**

Bo Nevue, consultant for the master plan, made a brief presentation on the Island in general and its relationship to the park's future.

Most of the 800,000 annual visitors to the Island go the wildlife refuge areas, even though the park is closer to the Sauvie Island bridge and has similar natural features. However, increasing the number of people attracted to the Island is not a goal of the master plan. The master plan will address the issues of how to improve amenities, wildlife viewing and interpretive program to attract people who now go elsewhere on the Island. By maintaining careful management objectives the park can use its pastoral quality to help teach land stewardship. If park visitors go to other Island destinations they may have a better understanding of sensitive habitat areas, respect for private property and why the Island residents value their rural lifestyle.

Sauvie Island has been a managed landscape since human inhabitation when the native Americans burned grass fields to harvest acorns. The construction of Columbia River dams and dikes on the Island virtually eliminated annual flooding and brought on agricultural changes. Wetlands have become more seasonal in their water content. Non-native plants that are more adapted to the drier conditions have contributed to the reduction of open water areas, once prevalent throughout the Island.

### **Public Input**

Laurel Lyon, consultant team member, summarized the opportunities for public involvement during the master planning process. A public open house was held at the Park on October 7th to give people the chance to experience the park first hand as they discussed issues related to different areas of the park: wildlife habitat, open space grounds, the house, barn, and orchard.

Over one hundred user surveys have been returned from events such as the Oregon Historical Society's Wintering In, the October 7th Open House, and Island organizations such as the Sauvie Island Grange. The following comments were predominate for all groups and responders:

- Don't over develop
- Increase educational opportunities
- Expand hours the house and barn are open to public
- Improve wildlife habitat

Provide adequate public improvements for park use

### **Management Objectives**

By incorporating the assessment of the park's physical conditions with the public input, and the master plan goals, the following management objectives were formulated to help guide the future programs and operations of the park:

1. **Visual quality** - maintain pastoral character. Improvements should not detract from what is already there.
2. **Historic resources** - enhance interpretive opportunities
3. **Site improvements** - complement historic character
4. **Natural systems** - maximize habitat diversity
  - Improve wildlife habitat
  - Improve water quality of wetlands
  - Control entire watershed area of Howell Lake
  - Improve educational opportunities
5. **Facilities** - comply with laws including the American with Disabilities Act (ADA).
6. **Maintenance/operations**
  - Improve security
  - Propose facilities and programs consistent with fiscal and operating capabilities of managing agencies
  - Address concerns for increased maintenance
7. **Programs**
  - Improve interpretive opportunities
  - Educate visitors in an engaging manner
  - Reinforce existing site uses; build on house character and Island rural quality
  - Provide a community resource for Island residents

Carla Simon, OHS Project Manager, added that the present relationship between Metro and OHS has benefited from 20 years of cooperation. Now both organizations are focused on a master plan that will provide educational opportunities in such a way that park visitors will go away with something significant that they did not previously know or understand. As part of the park's role to decrease the impact of visitors to the island on its landscape and quality of life, the park will also encourage people to visit other off-Island regional sites with similar experiences and opportunities.

### **Three Alternative Site Designs**

Bo Nevue presented three alternative site designs. The designs varied in the degree of improvements and programs but the following components are common to all three schemes:

1. Separate the active farm areas from the passive wildlife area.
2. Connect parking, activity areas with trails and paths compliant with ADA.
3. Provide informational signage and interpretation where appropriate
4. Add year round restrooms, covered shelter and information pavilion.
5. Accommodate Bird of Prey facility in back third of the barn.

6. Maintain existing agreement with Marge Taber for cattle grazing on park property.

#### **Scheme #1**

This plan looks very similar to what now exists, with the exception of adding improvements to comply with ADA, restrooms and trails.

Other improvements include:

- Restore garden around house
- Add perimeter planting to enhance wildlife areas, screen human activity from wildlife, and control viewshed
- Improve parking lot grading, drainage and paving
- Add short trail for wildlife view (does not extend to Howell Lake).

#### **Scheme #2**

- Control woody species and blackberry invasion at marsh near Bybee-Howell House.
- Add interpretive trail around marsh near Bybee-Howell House.
- Expand wildlife trail to Howell Lake. All trails will be located on the edge of ecosystems to differentiate zones.
- Add wildlife viewing blind
- Re-establish native plants
- Add hedgerows for wildlife protection and screening of humans
- Expand barn use for education, exhibits, special events and community functions.

#### **Scheme #3**

- Purchase 20-acre oak savanna property adjacent to wildlife area. With this addition the park will contain all significant habitats of the Island and therefore be able to represent a comprehensive experience of the Island's natural diversity.
- Use oak savanna to interpret Native American habitation of Island.
- Manage the Howell Lake dike at the Gilbert River
- Control Howell Lake watershed
- Add caretaker/park ranger residence for security and maintenance

#### **General Comments from the Audience (shown in italics):**

- *Councilor Washington asked if we knew what other places have done.*
- Laurel explained that a comparable Facilities Survey is being conducted with similar facilities throughout the region and US. Some of their common characteristics include:
- Despite annual visitation, all sites had small permanent parking lots
  - All facilities relied heavily on educational programs for revenue and visitation.
  - There was a variety of funding resources available to institutions,
  - All living history farms recommended to start those efforts slowly.
  - *Keep in mind the impact of increased numbers of people on the house and land.*
  - *Crystal Springs Rhododendron Garden is an example of a place that expanded its attendance and lost character in the process.*

- *How far does the recently passed Greenspaces money go for Howell Park improvements?*

The master plan document recommendations go beyond the current funding available. Once complete, the master plan will be used to acquire additional grant funding. By phasing the improvements according to a prioritized strategy, the park can build on a solid foundation incrementally as funding becomes available. Initial improvements will be prioritized in the following sequence:

- Compliance with laws
  - Immediate maintenance needs
  - Improvements to the OHS programs
- *Restore the gardens to include the rich botanical history of the Howell brothers and island. Use volunteers.*
  - *Camas and wapato plants have to be hoed or dug out in order to thrive and multiply.*
  - *How many people visit the park now?*

The annual park visitation is estimated at 10,000. It is difficult to have accurate an number because many people visit the park during the months when the house and barn are not open. Approximately 25% of all visitors are casual, off season, the rest come during the summer or for Wintering-In festival in the fall.

- *The park could capitalize on the heavy school traffic that go to the pumpkin growing farms in the fall. This is a captive audience. Many visit the park now for lunch.*
- Presently there are no educational programs at the park. The master plan will address how to incorporate ongoing education programs at the park.

- *How does the caretaker system work?*

Blue Lake and Oxbow Parks, (both run by Metro) are the only parks that currently have full time caretakers. Howell Park has the land for an in-resident ranger, money needs to be secured for the building.

- *Historic farm demonstrations could be added by activity contracts with blacksmiths, draft horse farming experts, etc. They could live on the site and act as caretakers.*



**Public Comment Letters and Metro Responses**  
(To be provided in Final Master Plan)