

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF APPROVING) RESOLUTION NO. 97-2459
AN INTERGOVERNMENTAL AGREEMENT)
WITH THE CITY OF GRESHAM FOR A)
SANITARY SEWER OUTFALL PIPELINE) Introduced by
EASEMENT AT BLUE LAKE REGIONAL PARK.) Mike Burton, Executive Officer

WHEREAS, Representatives from the City of Gresham have approached the Regional Parks and Greenspaces Department to negotiate a temporary and permanent easement agreement on property located at Blue Lake Regional Park for a sanitary sewer outfall pipeline; and

WHEREAS, The City of Gresham currently has a permanent easement through Blue Lake Regional Park and the proposed easement would be directly adjacent to their existing easement; and

WHEREAS, The City of Gresham has agreed to fully reimburse Metro for all costs (including staff time) associated with the granting of the easement; and

WHEREAS, In consideration of granting the temporary and permanent easements the City of Gresham will compensate Metro \$7,800 based on a private outside property appraisal; and

WHEREAS, The City of Gresham will fully restore the area to its preconstruction condition and assume full maintenance responsibilities for new plant material for a period of two years; and

WHEREAS, The services of a qualified archeologist will be secured by the City of Gresham to be on site during the excavation phase of the project to assure that any cultural resources deposits that may be encountered are appropriately managed in a manner consistent with a Metro approved management plan; and

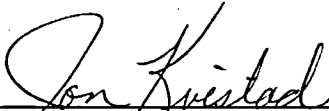
WHEREAS, The City of Gresham will fully indemnify and hold harmless Metro and its employees, elected officials, agents etc. from any and all claims related to both construction and operation of the sanitary sewer outfall pipeline and obtain all necessary construction permits; and

WHEREAS, Negotiations for an easement agreement have concluded; now, therefore,

BE IT RESOLVED,

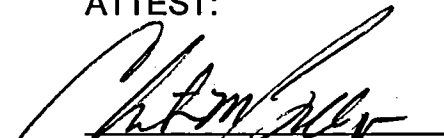
That the Metro Council hereby authorizes the Executive Officer to execute an Intergovernment Agreement with the City of Gresham granting the requested easements and setting forth the related terms and conditions as contained in Exhibit "A".

ADOPTED by the Metro Council this 26th day of June, 1997.




Jon Kvistad, Presiding Officer

ATTEST:



Recording Secretary

Approved as to Form:



Daniel B. Cooper, General Counsel

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF GRESHAM AND METRO REGARDING
GRESHAM OUTFALL PIPELINE**

THIS INTERGOVERNMENTAL AGREEMENT by and between the City of Gresham (City), a municipal corporation of the state of Oregon, and METRO, a municipal corporation of the state of Oregon organized under Oregon Revised Statutes, Chapter 268, and 1992 Metro Charter (Metro).

Recitals

- a. The City desires to construct a sanitary sewer outfall pipeline (Project) located between two existing City owned pipelines. The proposed project will cross property within Blue Lake Park owned by Metro.
- b. The City needs to acquire from Metro a permanent easement and a temporary construction easement for the construction and maintenance of the sanitary sewer outfall pipeline are needed in order for the City to construct the Project.
- c. Metro is willing to grant to the City the necessary easements based upon the commitments set forth in this Agreement. Upon execution of this Agreement, Metro will grant to the City the needed permanent and temporary construction easements.

NOW THEREFORE, in consideration of the above stated premises, the parties agree as follows:

1. Easements.

Metro agrees to grant to the City a permanent easement and a temporary construction easement for the Gresham sanitary sewer outfall pipeline as described in Attachments A & B

2. Consideration.

- a. In consideration for granting the easements described in Section 1, the City agrees to pay Metro the amount of \$7,800.00.
- b. In addition, the City agrees to reimburse Metro, on a time and material basis, for costs associated with the granting of the easements. Costs shall include staff time for negotiations, appraisal review, plant inventory, cultural resources management, project coordination, legal document review, restoration approval inspection, and Council agenda filing and meeting. City shall have the right to audit such costs and records. A list of Metro staff most likely to be involved in processing this easement, and their respective hourly rate, along with a projected estimate, is attached as Exhibit B.

3. Landscaping.

a. City shall utilize the easements in a manner that will create the least possible disturbance to the easement areas to accomplish the purposes of the easements and shall restore the easement areas in an “equal” manner as described below.

b. The location, variety and size of all plant material which will be impacted by the project shall be documented through the development of a detailed “as built” landscape plan and plant inventory prior to any construction activity. The completed plan and inventory shall be subject to Metro’s review and approval.

c. Upon completion of construction activity, the City shall fully restore the easement areas and any other area impacted by construction activity in a manner consistent with the “as built” landscape plan and plant inventory, except that the City shall not be obligated to replace any tree species in the permanent easement area which, at full maturity, would reach a circumference of 63.5 cm (25 inches) measured at 1.22 m (4 ft) from the ground. All restoration work shall be subjected to Metro’s approval.

d. City shall be responsible for maintenance of all landscape restoration for a period of two years per industry standards. The City will not be responsible for damage to the new landscaping as a result of acts of God (such as freezing, storm events, etc.) and vandalism. Metro’s onsite staff shall monitor the irrigation needs of the new landscaping and inform the City as to the condition and need for watering. City shall assure timely response to irrigation needs.

4. Cultural Resources.

Prior to beginning construction, City shall secure the services of a qualified archeologist to be on site during the excavation phase of the Project to assure that, in the event cultural resource deposits are encountered, they are appropriately managed in a manner consistent with Metro’s management plan for cultural resources, or with a mitigation and recovery plan that has been approved by Metro and the Confederated Tribes of the Grand Ronde.

5. Prior to Construction.

a. City agrees that prior to onsite construction the following items shall be completed.

1. City shall submit a copy of the Oregon Division of State Lands fill/removal permit related to wetland work within Blue Lake Park.

2. City shall submit a letter from the Portland Water Bureau stating there is no conflict between the City’s proposed easements and Portland Water Bureau’s existing easements.

3. An archaeological mitigation/recovery plan is prepared, and approved, in writing by Metro and the Confederated Tribes of the Grand Ronde.

b. Prior to beginning construction, City shall erect construction fencing around the Project area in a manner and location approved by Metro.

6. Notice to Begin Construction.

The City shall notify Metro 20 days before entering upon the easement areas to begin construction and installation of the sanitary sewer outfall pipeline.

7. Conditions During Construction.

a. City shall access the Project site only from NE Interlachen Lane. Upon Project completion, City shall repair and restore the access road and fencing to an "equal or better" condition. Determination of compliance shall be made solely by Metro.

b. City shall store all project related materials and equipment (including but not limited to excavated soils, rock, pipe, etc.) in the permanent and temporary easement areas.

c. City shall segregate 38 cm +/- 5 (15 inches +/- 2) of top soil from other excavation materials and utilize the segregated materials to top dress the Project area prior to replanting.

8. Temporary Mitigation Measures.

a. Blue Lake Park is the confirmed location of two national "cross country" events in early December, 1997 and is the tentative site of the Oregon State High School Cross County Championship in late November, 1997. The Project area comprises a portion of the established cross country course.

b. City agrees, that in the event that the easement areas are not in a condition capable of accommodating pedestrian traffic by November 14, 1997, City shall implement and maintain temporary mitigation measures by making a portion of the easement areas safe for the uses described in subsection (a) and for pedestrian use. These mitigation measures shall be subject to Metro's approval.

9. Indemnity and Hold Harmless.

a. To the extent allowed by law within the limits of the Oregon Tort Claims Act, City shall defend, save, hold harmless, and indemnify Metro and its officers, agent, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the City's construction and operation of the sanitary sewer outfall line and arising out of the City's negligent actions or inactions under this Agreement.

b. To the extent allowed by law within the limits of the Oregon Tort Claims Act, Metro shall defend, save, hold harmless, and indemnify City and its officers, agent, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the Metro's negligent actions or inactions under this Agreement.

10. Duration of Agreement.

This Agreement shall be in full force and effect upon the signatures of all Parties to this Agreement through completion of construction of the Project and completion of all real property transactions contemplated by the Parties hereto.

11. Termination for Default.

If either Party fails to perform and comply with material provisions of the Agreement, the other Party may immediately notify the defaulting Party in writing setting forth the nature of the default. Within the 30-day period following the date on which notice was given, the Party in default shall endeavor to correct performance as set forth in the default notice. If the defaulting Party fails to remedy such default within 30 days following the date of notice of default, the other Party may immediately terminate this Agreement for default. Termination shall be effected by serving a written notice of termination on the other Party, setting forth the reason for which the other Party is in default. Such termination shall be effective as of the date the notice is sent. In the event that the agreement is terminated for default by the City, Metro may restore any and all easement areas which have not been fully restored per Section 3. City agrees to reimburse Metro for all costs associated with such restorations.

12. Law of Oregon.

This Agreement shall be governed by the laws of the State of Oregon. All provisions required by ORS 279 to be included in public contracts are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein.

13. Subcontractor and Assignments.

No Party shall assign any of the rights acquired hereunder without obtaining prior written approval from the other Party. Any attempted assignment of this Agreement without the written consent of the other Party shall be void.

14. Modification of Agreement.

No waiver, consent, modification, change, or amendment to the terms of this contract shall bind either Party unless in writing and signed by both Parties. Any waiver, consent, modification, change, or amendment shall be effective for specific purposes described and set forth in writing and signed by authorized representatives of each Party.

15. Notice.

All notices provided for hereunder shall be in writing and sufficient if deposited in the U.S. mail as certified mail, return receipt requested, addressed to the Parties set forth below.

If to Metro: Charles Ciecko, Director
Regional Parks & Greenspaces
Metro Regional Services
600 NE Grand Avenue
Portland, Oregon 97232-2736

If to City: Bruce Hoyt
Project Manager
1333 N.W. Eastman Parkway
Gresham, Oregon 97030

16. Severability.

If any terms or provisions of this Agreement or the application thereof to any person or circumstance shall, to any extent, be determined by a court to be invalid or unenforceable, the remainder of this Agreement and the application of those terms and provisions shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

17. Integration and Modification.

This Agreement includes the entire agreement of the Parties and supersedes any prior discussions or agreements regarding the same subject.

IN WITNESS WHEREOF, the parties have executed this Agreement.

METRO

APPROVED AS TO FORM:

By: Mike Burton, Executive Officer

Daniel B. Cooper

Date: _____

CITY OF GRESHAM

APPROVED AS TO FORM:

Gussie McRobert

Matthew R. Baines
Deputy City Attorney

Date: _____

Bonnie R. Kraft

Date: _____

Exhibit B

Projected Staff Time

The following list contains Metro Regional Parks & Greenspaces staff that have either been or will be involved in the City of Gresham's processed waste water line easement project. Next to the name is the corresponding position, wage rate and the estimated hours of involvement on this project.

Charles Ciecko, Director	\$45.17/hr	x	4 hrs	=	\$180.68
Alison Campbell, Ass't. Counsel	\$43.79/hr	x	4 hrs	=	\$175.16
Nancy Chase, Manager	\$40.07/hr	x	1 hr	=	\$ 40.07
Dan Kromer, O & M Manager	\$33.38/hr	x	6 hrs	=	\$200.28
Todd Jones, Park Supervisor	\$25.92/hr	x	6 hrs	=	\$155.52
Janelle Geddes, Park Supervisor	\$24.24/hr	x	1 hr	=	\$ 24.24
Dale Vasnik, Senior Gardener	\$24.89/hr	x	8 hrs	=	\$199.12
Mary McGaughey, Gardener	\$20.85/hr	x	8 hrs	=	\$166.80
Kathie Smith, Administrative Ass't.	\$21.28/hr	x	1 hr	=	\$ 21.28
Total estimated cost for Metro staff				=	\$1,163.15

Attachment A

This Box For Multnomah County Recording Use Only

AFTER RECORDING, RETURN TO
UTILITY BILLING SECTION
RECORDING SERVICES
CITY OF GRESHAM
1333 NW EASTMAN PARKWAY
GRESHAM, OR 97030-3813

SANITARY OUTFALL PIPELINE EASEMENT (permanent)

In consideration of the sum of **Four Hundred Fifty and No/100s Dollars (\$450.00)** and other valuable consideration, **Metro (GRANTOR)**, conveys to the **City of Gresham (GRANTEE)**, a municipal corporation of the State of Oregon, the following temporary easement:

- A. A Perpetual Easement non-exclusive easement and right-of-way over the property described in the attached Exhibit A, legal description (PERMANENT EASEMENT/EASEMENTS) and shown on the attached drawing Exhibit B.
- B.
1. The easement is for the purpose of constructing, maintaining, repairing or replacing a pipeline for Affluent Waste Water, which is defined as waste water which has been treated at a level that can be released into the Columbia River.
 2. GRANTEE, its agents, contractors and invitees shall have a perpetual right to enter upon the above easement with reasonable notice at any time that it may see fit to construct, maintain and repair a pipeline of such dimensions as may now or hereafter be required for the purpose of conveying Affluent Waste Water.
 3. GRANTEE, its agents, contractors and invitees shall utilize the easement area in a manner that will create the least possible disturbance to the easement area and to the surrounding properties to accomplish the purposes of the easement and shall restore the easement area including any landscaping, paving, utilities, signs, fencing, drain lines or other features within the easement area which are affected by GRANTEE'S use of the easement area.
 4. The easement shall run with the land and is binding on GRANTOR'S and the GRANTEE'S successors and assigns.
- C. Subject to the limitations and conditions of the Oregon Constitution and ORS 30.260 to 30.300, if applicable, Grantee agrees to indemnify, defend and hold harmless Grantor, its successors and assigns, from any loss, claims or liability arising in any manner out of Grantee's use of the easement and Grantee's activities in connection with constructing, maintaining, repairing and replacing the pipeline, including any

any kind (as defined by any applicable law, regulation, statute, etc.) which is carried by the pipeline.

D. Grantee shall clean up the construction debris at the conclusion of the project.

E. The easement shall take effect upon recording.

CITY OF GRESHAM

METRO

NAME:

NAME:

TITLE:

TITLE:

DATE:

DATE:

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

On this _____ day of _____, 1997, before me, a Notary Public in and for the State of Oregon, personally appeared _____, known to me to be the person who executed the within instrument on behalf of **Metro**, and acknowledged to me that _____ executed the same for the purposes therein stated.

Notary Public for Oregon
My commission expires:

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

On this _____ day of _____, 1997, before me, a Notary Public in and for the State of Oregon, personally appeared **Bonnie R. Kraft**, known to me to be the person who executed the within instrument on behalf of the **City of Gresham**, and acknowledged to me that she executed the same for the purposes therein stated.

Notary Public for Oregon
My commission expires:

Exhibit A

EASEMENT DESCRIPTION TAX LOT 500, MAP 1N 3E 20A

PERMANENT EASEMENT

A tract of land situated in the N.E. 1/4 of Section 20, T. 1N., R. 3E., W.M., City of Gresham, Multnomah County, Oregon, being a portion of that tract of land conveyed by deed to Multnomah County, recorded January 9, 1967, in Book 542, Page 704, Multnomah County Deed Records, being more particularly described as follows:

A 20.00 foot wide strip of land being 10.00 feet on each side of the following described centerline:

Commencing at a point in the centerline of N.E. Marine Drive, said point being a found 3/4 inch iron rod in monument box at N.E. Marine Drive Station 512+13.33, said point bears South 75°27'02" East, 672.63 feet from the northeasterly corner of the George B. Pullen D.L.C. No. 44, a found brass disk in concrete; thence South 66°48'30" East, 49.77 feet to a point on the southerly right-of-way line of N.E. Marine Drive, being a point on the northerly line of said Multnomah County tract at Engineers Station 0+95.02, and the True Point of Beginning of this centerline; thence South 04°43'14" West, 4.98 feet to Engineers Station 1+00.00; thence South 40°16'46" East, 61.22 feet to Engineers Station 1+61.22; thence South 5°03'12" West, 613.49 feet to Engineers Station 7+74.71, said point being on the northeasterly line of N.E. Interlachen Lane; thence South 01°56'46" East, 70.46 feet to Engineers Station 8+45.17, said point being on the southerly line of N.E. Interlachen Drive; thence South 01°56'46" East, 51.80 feet to Engineers Station 8+96.97; thence South 01°28'40" East, 48.30 feet to Engineers Station 9+45.28, the terminus of said centerline, being a point on the southerly line of said Multnomah County tract, also being a point which bears South 33°55'37" East, 1231.49 feet from said northeasterly corner of the George B. Pullen D.L.C. No. 44, a found brass disk in concrete. Excepting therefrom all that portion lying within the right-of-way of N.E. Interlachen Lane.

Contains 15,598 square feet.

The sidelines of said easements are to terminate upon the northerly and southerly property lines of said Multnomah County tract or the southerly right-of-way line of N.E. Marine Drive, unless otherwise stated above.

TEMPORARY EASEMENTS

Two tracts of land situated in the N.E. 1/4 of Section 20, T. 1N., R. 3E., W.M., City of Gresham, Multnomah County, Oregon, being a portion of that tract of land conveyed by deed to Multnomah County, recorded January 9, 1967, in Book 542, Page 704, Multnomah County Deed Records, being more particularly described as follows:

A 50.00 foot wide strip of land, lying westerly of, parallel and coincident with the westerly line of the above described 20.00 foot wide strip of land beginning at Engineers Station 0+95.02 and terminating at right angles to the above described centerline at Engineers Station 2+31.22.

Contains 6,220 square feet.

**EASEMENT DESCRIPTION
TAX LOT 500 (CONT'D)**

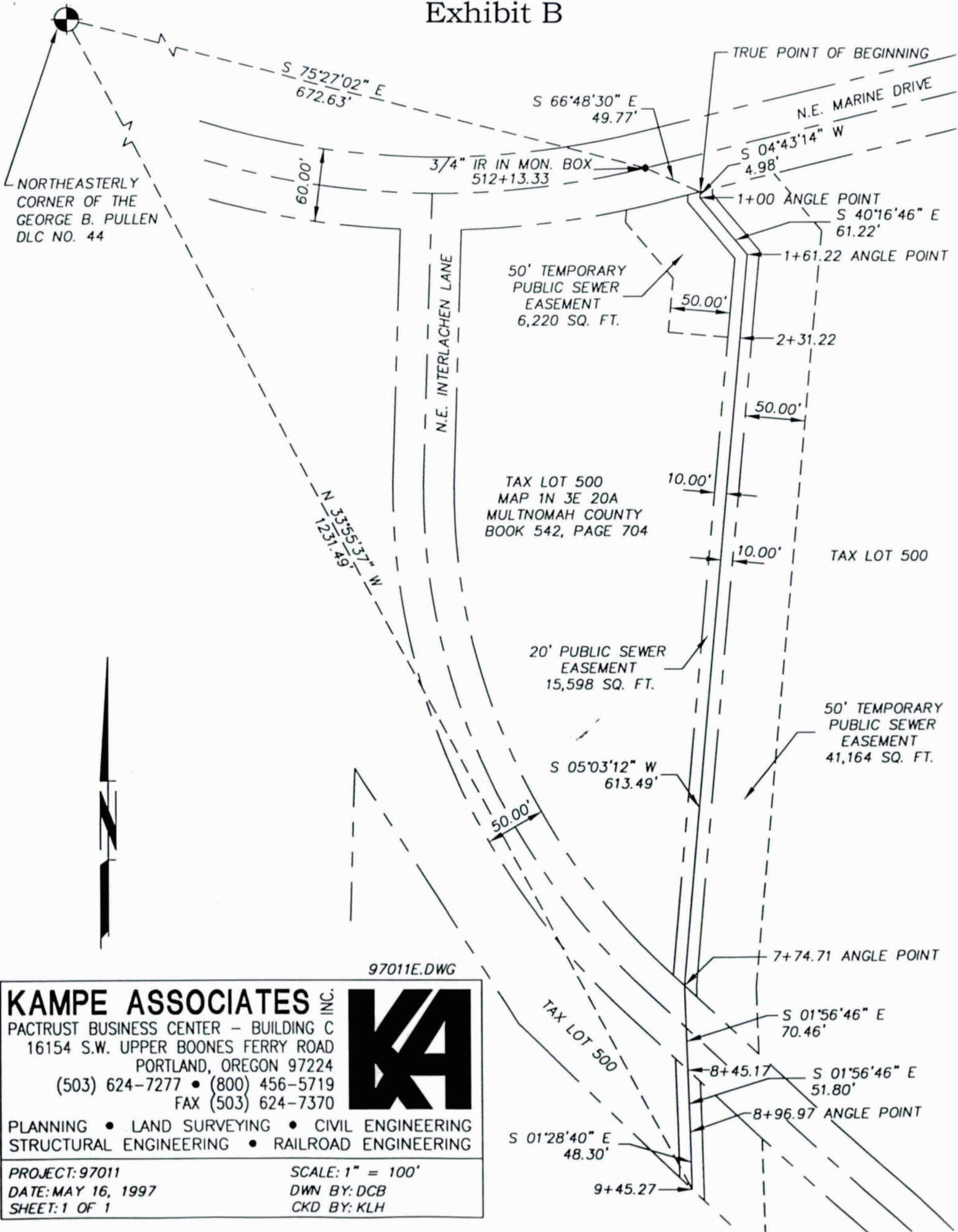
ALSO AND TOGETHER WITH the above described tract of land:

A 50.00 foot wide strip of land, lying easterly of, parallel to and coincident with the easterly line of the above described 20.00 foot wide strip of land beginning at Engineers Station 0+95.02 and terminating at Engineers Station 9+45.28. Excepting therefrom all that portion lying within the right-of-way of N.E. Interlachen Lane. Contains 41,164 square feet.

The sidelines of said easements are to terminate upon the northerly and southerly property lines of said Multnomah County tract or the southerly right-of-way line of N.E. Marine Drive, unless otherwise stated above.

This legal description was prepared by Kampe Associates, Inc., on May 15, 1997.

Exhibit B



KAMPE ASSOCIATES INC.

PACTRUST BUSINESS CENTER - BUILDING C
 16154 S.W. UPPER BOONES FERRY ROAD
 PORTLAND, OREGON 97224
 (503) 624-7277 • (800) 456-5719
 FAX (503) 624-7370



PLANNING • LAND SURVEYING • CIVIL ENGINEERING
 STRUCTURAL ENGINEERING • RAILROAD ENGINEERING

PROJECT: 97011

DATE: MAY 16, 1997

SHEET: 1 OF 1

SCALE: 1" = 100'

DWN BY: DCB

CKD BY: KLH

Attachment B

This Box For Multnomah County Recording Use Only

AFTER RECORDING, RETURN TO
UTILITY BILLING SECTION
RECORDING SERVICES
CITY OF GRESHAM
1333 NW EASTMAN PARKWAY
GRESHAM, OR 97030-3813



SANITARY OUTFALL PIPELINE EASEMENT (temporary)

In consideration of the sum of **Seven Thousand Three Hundred Fifty and No/100s Dollars (\$7,350.00)** and other valuable consideration, **Metro** (GRANTOR), conveys to the **City of Gresham** (GRANTEE), a municipal corporation of the State of Oregon, the following temporary easement:

- A. A temporary non-exclusive easement and right-of-way over the property described in the attached Exhibit A, legal description (TEMPORARY EASEMENTS), and shown on the attached drawing Exhibit B.
- B.
 1. The easement is for the purpose of constructing, maintaining, repairing or replacing a pipeline for Sanitary Affluent Waste Water, which is defined as waste water which has been treated at a level that can be released into the Columbia River.
 2. GRANTEE, its agents, contractors and invitees shall have a right to enter upon the above easement at any time that it may see fit to construct, maintain and repair a pipeline of such dimensions as may now or hereafter be required for the purpose of conveying Sanitary Affluent Waste Water.
 3. GRANTEE, its agents, contractors and invitees shall utilize the easement area in a manner that will create the least possible disturbance to the easement area and to the surrounding properties to accomplish the purposes of the easement and shall restore the easement area including any structures, landscaping, paving, utilities, signs, fencing, drain lines or other features within the easement area which are affected by GRANTEE'S use of the easement area.
 4. The easement shall run with the land and is binding on GRANTOR'S and the GRANTEE'S successors and assigns.
- C. Subject to the limitations and conditions of the Oregon Constitution and ORS 30.260 to 30.300, if applicable, Grantee agrees to indemnify, defend and hold harmless Grantor, its successors and assigns, from any loss, claims or liability arising in any

with constructing, maintaining, repairing and replacing the pipeline, including any claim or liability arising out of the existence of any hazardous substance or waste of any kind (as defined by any applicable law, regulation, statute, etc.) which is carried by the pipeline.

- D. Grantee shall clean up the construction debris at the conclusion of the project.
- E. The easement shall take effect upon recording and shall terminate one year from the date of recording or upon vacation by GRANTEE, whichever time is shorter. The easement is granted subject to all prior easements of record.

CITY OF GRESHAM

METRO

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

STATE OF OREGON)
) ss.
 COUNTY OF MULTNOMAH)

On this _____ day of _____, 1997, before me, a Notary Public in and for the State of Oregon, personally appeared _____, known to me to be the person who executed the within instrument on behalf of **Metro**, and acknowledged to me that _____ executed the same for the purposes therein stated.

 Notary Public for Oregon
 My commission expires:

STATE OF OREGON)
) ss.
 COUNTY OF MULTNOMAH)

On this _____ day of _____, 1997, before me, a Notary Public in and for the State of Oregon, personally appeared **Bonnie R. Kraft**, known to me to be the person who executed the within instrument on behalf of the **City of Gresham**, and acknowledged to me that she executed the same for the purposes therein stated.

 Notary Public for Oregon
 My commission expires:

Exhibit A

EASEMENT DESCRIPTION TAX LOT 500, MAP 1N 3E 20A

PERMANENT EASEMENT

A tract of land situated in the N.E. 1/4 of Section 20, T. 1N., R. 3E., W.M., City of Gresham, Multnomah County, Oregon, being a portion of that tract of land conveyed by deed to Multnomah County, recorded January 9, 1967, in Book 542, Page 704, Multnomah County Deed Records, being more particularly described as follows:

A 20.00 foot wide strip of land being 10.00 feet on each side of the following described centerline:

Commencing at a point in the centerline of N.E. Marine Drive, said point being a found 3/4 inch iron rod in monument box at N.E. Marine Drive Station 512+13.33, said point bears South 75°27'02" East, 672.63 feet from the northeasterly corner of the George B. Pullen D.L.C. No. 44, a found brass disk in concrete; thence South 66°48'30" East, 49.77 feet to a point on the southerly right-of-way line of N.E. Marine Drive, being a point on the northerly line of said Multnomah County tract at Engineers Station 0+95.02, and the True Point of Beginning of this centerline; thence South 04°43'14" West, 4.98 feet to Engineers Station 1+00.00; thence South 40°16'46" East, 61.22 feet to Engineers Station 1+61.22; thence South 5°03'12" West, 613.49 feet to Engineers Station 7+74.71, said point being on the northeasterly line of N.E. Interlachen Lane; thence South 01°56'46" East, 70.46 feet to Engineers Station 8+45.17, said point being on the southerly line of N.E. Interlachen Drive; thence South 01°56'46" East, 51.80 feet to Engineers Station 8+96.97; thence South 01°28'40" East, 48.30 feet to Engineers Station 9+45.28, the terminus of said centerline, being a point on the southerly line of said Multnomah County tract, also being a point which bears South 33°55'37" East, 1231.49 feet from said northeasterly corner of the George B. Pullen D.L.C. No. 44, a found brass disk in concrete. Excepting therefrom all that portion lying within the right-of-way of N.E. Interlachen Lane.

Contains 15,598 square feet.

The sidelines of said easements are to terminate upon the northerly and southerly property lines of said Multnomah County tract or the southerly right-of-way line of N.E. Marine Drive, unless otherwise stated above.

TEMPORARY EASEMENTS

Two tracts of land situated in the N.E. 1/4 of Section 20, T. 1N., R. 3E., W.M., City of Gresham, Multnomah County, Oregon, being a portion of that tract of land conveyed by deed to Multnomah County, recorded January 9, 1967, in Book 542, Page 704, Multnomah County Deed Records, being more particularly described as follows:

A 50.00 foot wide strip of land, lying westerly of, parallel and coincident with the westerly line of the above described 20.00 foot wide strip of land beginning at Engineers Station 0+95.02 and terminating at right angles to the above described centerline at Engineers Station 2+31.22.

Contains 6,220 square feet.

REGIONAL PARKS AND GREENSPACES STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 97-2459 FOR THE PURPOSE OF APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF GRESHAM FOR A SANITARY SEWER OUTFALL PIPELINE EASEMENT AT BLUE LAKE REGIONAL PARK.

Date: May 27, 1997

Presented by:

Charles Ciecko, Director
Dan Kromer, O & M Manager
Regional Parks and Greenspaces

FACTUAL BACKGROUND AND ANALYSIS

The City of Gresham began discussions with Metro in November of 1996 regarding the granting of a temporary and permanent easement adjacent to their existing easement, through the western end of Blue Lake Regional Park for a sanitary sewer outfall pipeline.

As part of the easement agreement, the City of Gresham has agreed to fully reimburse Metro for all costs (including staff time) associated with the granting of the easement. Examples include but will not be limited to negotiations, review appraisal, plant inventory, cultural resources management issues, project coordination, legal document review, Council filing and meetings, restoration approval etc.

The City of Gresham will replant the easement area this fall in a manner that fully restores the area to its preconstruction condition. The City of Gresham will assume full maintenance responsibilities for new plant material for a period of two years including mortality replacement. The agreement requires the City of Gresham to submit a planting plan for the permanent and temporary easement areas consisting of the above and any additional native vegetation. The planting plan will be subject to Metro's review and approval prior to project commencement and site restoration will be completed by November 14, 1997.

The services of a qualified archeologist will be secured by the City of Gresham to be on site during the excavation phase of the project to assure that in the event cultural resources deposits are encountered, they are appropriately managed in a manner consistent with Metro's management plan for cultural resources and/or a mitigation/recovery plan which has been approved by Metro and the Confederated Tribes of the Grand Ronde.

The City of Gresham will be required to fully indemnify and hold harmless Metro and its employees, elected officials, agents etc. from any and all claims related to both construction and operation of the sewer outfall line and shall erect construction fencing around the project area in a manner and location approved by Metro. All necessary permits will be obtained by the City of Gresham prior to processed waste water line construction.

Budget Impact:

The budget impact is that the City of Gresham will compensate Metro \$7,800 for granting the easements based on a private outside property appraisal. Metro also will be reimbursed for all staff time and out of pocket expenses related to the review, analysis, negotiation and granting of the easement. No other budget impacts are anticipated.

A Regional Parks and Greenspaces staff member will be present to answer any questions by Council regarding this agreement.

Executive Officer's Recommendation:

The Executive Officer recommends adoption of Ordinance No. 97-2459.