

Metro | Agenda

MEETING: METRO COUNCIL
DATE: July 8, 2010
DAY: Thursday
TIME: 2:00 PM
PLACE: Metro Council Chamber

CALL TO ORDER AND ROLL CALL

1. INTRODUCTIONS

2. CITIZEN COMMUNICATIONS

3. CONSENT AGENDA

3.1 Consideration of Minutes for the June 24, 2010 Metro Council Regular Meeting.

3.2 **Resolution No. 10-4167**, Resolution of Metro Council, Acting as the Metro Contract Review Board, For the Purpose of Approving Contract Amendments for the Graham Oaks Nature Park Development Project

3.3 **Resolution No. 10-4168**, For the Purpose of Confirming Michael Baratoff, Suzanne Linneen and Lori Mueller Appointments to the Investment Advisory Board

4. RESOLUTIONS

4.1 **Resolution No. 10-4160**, For the Purpose of Adopting Policy Direction to the Regional Flexible Funding Allocation (RFFA) Process for Federal Fiscal Years 2014-15 Collette

4.2 **Resolution No. 10-4162**, Authorizing the Chief Operating Officer to Convey a Portion of Property Adjacent to the Metro South Transfer Station Together with Certain Related Easements for the Purpose of Roadway Improvements Undertaken by the City of Oregon City Collette

5. CHIEF OPERATING OFFICER COMMUNICATION

6. COUNCILOR COMMUNICATION

7. **EXECUTIVE SESSION HELD PURSUANT TO ORS 192.660(2)(e)** To conduct deliberations with persons designated by the governing body to negotiate real property transactions

ADJOURN

Television schedule for July 8, 2010 Metro Council meeting

<p>Clackamas, Multnomah and Washington counties, and Vancouver, Wash. Channel 11 – Community Access Network www.tvctv.org – (503) 629-8534 2 p.m. Thursday, July 8 (Live)</p>	<p>Portland Channel 30 (CityNet 30) – Portland Community Media www.pcmv.org – (503) 288-1515 8:30 p.m. Sunday, July 11 2 p.m. Monday, July 12</p>
<p>Gresham Channel 30 – MCTV www.mctv.org – (503) 491-7636 2 p.m. Monday, July 12</p>	<p>Washington County Channel 30 – TVC-TV www.tvctv.org – (503) 629-8534 11 p.m. Saturday, July 10 11 p.m. Sunday, July 11 6 a.m. Tuesday, July 13 4 p.m. Wednesday, July 14</p>
<p>Oregon City, Gladstone Channel 28 – Willamette Falls Television www.wftvaccess.com – (503) 650-0275 Call or visit website for program times.</p>	<p>West Linn Channel 30 – Willamette Falls Television www.wftvaccess.com – (503) 650-0275 Call or visit website for program times.</p>

PLEASE NOTE: Show times are tentative and in some cases the entire meeting may not be shown due to length. Call or check your community access station web site to confirm program times.

Agenda items may not be considered in the exact order. For questions about the agenda, call the Metro Council Office @ (503) 797-1540. Public hearings are held on all ordinances second read and on resolutions upon request of the public. Documents for the record must be submitted to the Clerk of the Council to be included in the decision record. Documents can be submitted by e-mail, fax or mail or in person to the Clerk of the Council. For additional information about testifying before the Metro Council please go to the Metro website www.oregonmetro.gov and click on public comment opportunities. For assistance per the American Disabilities Act (ADA), dial TDD 797-1804 or 797-1540 (Council Office).

Agenda Item Number 3.1

Consideration of Minutes for the June 24, 2010 Metro Council Regular Meeting.

Consent Agenda

Metro Council Meeting
Thursday, July 8, 2010
Metro Council Chamber

Agenda Item Number 3.2

Resolution No. 10-4167, Resolution of Metro Council, Acting as the Metro Contract Review Board, For the Purpose of Approving Contract Amendments for the Graham Oaks Nature Park Development Project

Consent Agenda

Metro Council Meeting
Thursday, July 8, 2010
Metro Council Chamber

BEFORE THE METRO COUNCIL CONTRACT REVIEW BOARD

RESOLUTION OF METRO COUNCIL, ACTING) RESOLUTION NO. 10-4167
AS THE METRO CONTRACT REVIEW BOARD,)
FOR THE PURPOSE OF APPROVING A) Introduced by Chief Operating Officer
CONTRACT AMENDMENT FOR GRAHAM) Michael Jordan with the concurrence of
OAKS NATURE PARK DEVELOPMENT) Council President David Bragdon
PROJECT)

WHEREAS, pursuant to ORS 279A.060 and Metro Code 2.04.058 the Metro Council is designated as the Public Contract Review Board for the agency; and

WHEREAS, Metro Code 2.04.058 requires Council approval for public contract amendments that exceed five percent of the initial contract value or \$25,000; and

WHEREAS, Metro awarded the contract to construct Metro’s Graham Oaks Nature Park in Wilsonville (the “Contract”) to JP Contractors, Inc. after conducting an open competitive bid process in which JP Contractors, Inc. was determined to be the lowest responsive and responsible bidder; and

WHEREAS, the original Contract amount was \$1,483,225.50, and the Metro Council has approved an amendment to the Contract in the amount of \$161,843, increasing it to \$1,645,068.50, via Resolution No. 10-4109; and

WHEREAS, Metro now wishes to obtain Metro Council approval for another amendment to the Contract for additional work in the amount of \$151,410, increasing the Contract amount to \$1,796,478.50. The additional work performed under these change orders was unforeseen and not part of the original Contract. The additional work elements include pavement refinements, additional trail development, additional site furnishings, permit agency requirements, and miscellaneous specifications changes and materials substitutions; and

WHEREAS, Metro has determined that the additional work set forth in these change orders was necessary and appropriate, and is within the contingency budget for the project. The debits and credits to the Contract have been reviewed by the Graham Oaks construction manager and the project landscape architect and the additional work has been approved as necessary and appropriately priced; and

WHEREAS, the Metro Procurement Officer believes that amending the existing contract with JP Contractors, Inc. is appropriate and that such action is in the best interests of Metro and will better ensure a better nature park; and

WHEREAS, the sum of the prior approved contract amendment and the amendment proposed herein amounts to a 21.1 percent increase in the cost of the original Contract, which is within the industry-accepted standard range for complex construction projects; now therefore

BE IT RESOLVED that the Metro Council acting as the Public Contract Review Board authorizes the Procurement Officer to execute a contract amendment in the amount of \$151,410 with JP Contractors, Inc. for the Graham Nature Park development project.

ADOPTED by the Metro Council Contract Review Board this _____ day of July 2010.

David Bragdon, Council President

Approved as to Form:

Daniel B. Cooper, Metro Attorney

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 10-4167, RESOLUTION OF METRO COUNCIL, ACTING AS THE METRO CONTRACT REVIEW BOARD, FOR THE PURPOSE OF APPROVING A CONTRACT AMENDMENT FOR GRAHAM OAKS NATURE PARK DEVELOPMENT PROJECT

Date: July 8, 2010

Prepared by: Darin Matthews, 503 797-1626
Rod Wojtanik, 503 797-1846

BACKGROUND

An open, competitive Request for Bid (RFB) was issued for the Graham Oaks Nature Park project in 2009. In accordance with Metro Code, the lowest responsive, responsible bidder was selected, which was JP Contractors, Inc. of Portland, Oregon (the "Contractor").

The project specifications and design drawings were prepared by the landscape architectural firm Greenworks, PC and adequately represented the scope of the project.

This contract was awarded on September 22, 2009 in the amount of \$1,483,225.50 and work began on September 28, 2009. The Construction Manager reports that this project has progressed as planned and that JP Contractors, Inc. has provided construction services in accordance with the contract.

Fiscal, social and environmental aspects of the Graham Oaks Nature Park project continue to be evaluated during the construction of the project. During the course of construction, a number of the design details and material choices have been reconsidered with regards to the source for products, pavement durability, long term maintenance and user experience at the Nature Park.

The Metro Council approved Change Order #1 (Resolution No. 10-4109) on January 7, 2010. Since then, additional contingency items have come to light.

Refinements to the pavement details and specifications will result in a finished product that would better align with the sustainability goals of the project, provide more uniformity with material usage and color, and reduce long term maintenance. Pavement refinements include material substitutions and adding structural steel to concrete pavement sections. These improvements will increase the structural stability and durability of the trail network and plaza areas. The total additional costs for these proposed pavement refinements is \$17,288.

As part of the design and development phase of the project, Metro purchased a pre-manufactured restroom facility and picnic shelter from two Oregon companies. The restroom was reviewed by the project team architect for consistency with other structures on the project. Unfortunately, some of the materials indicated in the drawings that were to be provided by the manufacturer, were either substituted or missing. These substitutions and omissions forced the Contractor to either modify their installation methods or required them to secure the missing products at their cost. Metro reviewed these situations on a daily basis and found that these conditions were not a result of Contractor error or oversight. Metro and the Contractor have discussed each of these situations with the restroom manufacturer. The total additional costs for rectifying the situation is \$8,560 and Metro will be reimbursed for this amount by the manufacturer.

As part of Change Order #1, Metro identified 1,800 linear feet of additional trails through the conifer forest area found on the south side of the site. Providing a defined, accessible trail in this area will offer access to one of the most desirable areas on the site. Upon further review of this area with the Contractor, an outside trail development specialist, and Metro's natural resource technician and site scientist, an additional 200 linear feet of trail is being proposed to address overland drainage patterns. This additional trail development will reduce long term maintenance implications. Additional viewing opportunities complete with crushed rock plazas, stone walls benches and access control structures are also included. The total additional costs for this work is \$79,860.

As part of the installation of the regional Tonquin Trail, the sidewalk along Wilsonville Road is being extended from six feet wide to twelve feet wide. The City of Wilsonville required the Contractor to saw cut and remove excess concrete within the right-of-way that was a result of poor workmanship from the original walk installation. This material was uncovered during excavation and was an unforeseen condition resulting in additional work to satisfy the local permitting agency. Metro approved this work on a Force Account basis. The total additional costs for this work was \$4,088.

Metro requested that the Contractor fabricate steel posts for additional outreach and educational signage proposed for the site. Metro also requested additional signage posts, benches and trash cans to promote way finding, enforce regulations and provide for a better park user experience. The total additional costs for these site furnishings is \$25,600.

Metro requested that the Contractor provide and install native trees along the eastern property line to provide privacy screening for those residences most affected by the local trail connection from the Tonquin Trail to the Park at Merryfield. The cost of this additional planting is \$225.

There is a need to address minor additional park construction work that was discovered as construction proceeded. These include additional concrete scoring in the accessible routes, mislabeled stone wall footing dimensions, substituted stone types, unidentified irrigation controller and quantities of excavation and soil mix requirements. The total additional costs for these improvements is \$15,769.

The Metro Construction Manager reviewed these additional items and agreed the work is necessary and can be paid within the existing project budgets. The consulting landscape architect for the project also reviewed the requests and verified that the work is outside of the existing contract scope and reasonably priced, a conclusion supported by the Metro Procurement Officer.

The total for all change orders is \$313,253. There was one previous change order for \$161,843. The two change orders combined equal 21.1 percent of the original contract amount which is lower than industry standard for construction work in the public sector and we believe represents effective cost control and project management. While Metro's procurement rules limit construction change orders to five percent, the Oregon Attorney General's Model Rules set this amount at 20 percent.

Metro Code 2.04.058, Public Contract Amendments, requires Metro Council approval of contract amendment or change orders that exceed \$25,000 or five percent of the original contract value. The Metro Procurement Officer has deemed this amendment to be appropriate and reasonably related to the original scope of work, and therefore, believes the amendment is in Metro's best interest to approve.

The Sustainability Center will continue to manage and administer this contract to ensure these exhibits are constructed in accordance with the contract, including all plans and specifications. The Graham Oaks nature park project is scheduled to open for public use in September 2010.

ANALYSIS/INFORMATION

1. Known Opposition

None known.

2. Legal Antecedents

Metro Code 2.04.058, ORS Chapter 279C.

3. Anticipated Effects

Construction will continue on the Graham Oaks nature park project under the direction of the Construction Manager and in accordance with schedules.

4. Budget Impacts

These change orders fall within budgeted contingency amounts. Total contract amount for JP Contractors will be \$1,796,478.50. The total budget for construction included in the CIP for this project is \$2,542,500, with a remaining contingency of \$746,021.50.

RECOMMENDED ACTION

Metro Council, acting as Public Contract Review Board, approve the attached contract amendment representing change order #2, with JP Contractors, Inc.

Agenda Item Number 3.3

Resolution No. 10-4168, For the Purpose of Confirming Michael Baratoff,
Suzanne Linneen and Lori Mueller Appointments to the Investment
Advisory Board

Consent Agenda

Metro Council Meeting
Thursday, July 8, 2010
Metro Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF CONFIRMING)	RESOLUTION NO. 10-4168
MICHAEL BARATOFF, SUZANNE LINNEEN)	
AND LORI MUELLER APPOINTMENTS TO)	Introduced by Michael Jordan, Chief
THE INVESTMENT ADVISORY BOARD		Operating Officer, in concurrence with David
		Bragdon, Council President

WHEREAS, The Metro Code, Section 7.03.030, provides that the Council confirm appointments to the Investment Advisory Board, and,

WHEREAS, the Council President has appointed Michael (Kipp) Baratoff Principal, Equilibrium Capital Group Term beginning: upon appointment Term ending: July 31, 2012, Suzanne Linneen, Finance Director, City of Hillsboro, Term beginning October 1, 2010 Term ending: September 30, 2013, and Lori Mueller Vice President, Finance and Administration, OHSU Foundation Term beginning: upon appointment Term ending: July31, 2013, and

WHEREAS, the Metro Council desires to confirm the appointments; now, therefore,

BE IT RESOLVED, that the Metro Council confirms the appointments to the Metro Investment Advisory Board Michael Baratoff, Suzanne Linneen and Lori Mueller hereto for the positions and terms set forth

ADOPTED by the Metro Council this ____th day of July, 2010

David Bragdon, Council President

Approved as to Form:

Daniel B. Cooper, Metro Attorney

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 10-4168, FOR THE PURPOSE OF CONFIRMING MICHAEL BARATOFF, SUZANNE LINNEEN, AND LORI MUELLER APPOINTMENTS TO THE INVESTMENT ADVISORY BOARD

Date: June 29, 2010

Prepared by: Calvin J. Smith
503-797-1612

BACKGROUND

Metro Code, Section 7.03.030, includes the creation of the Investment Advisory Board. One provision of this Code requires the Chief Operating Officer, acting in the capacity of the Investment Officer, to recommend to the Council for confirmation those persons who shall serve on the Board to discuss and advise on investment strategies, banking relationships, the legality and probity of investment activities, and the establishment of written procedures of the investment operation. The Metro Charter requires appointments to be made by the Council President subject to Council Confirmation. Metro Council President David Bragdon, upon the recommendation of the Investment Officer, has appointed the following three members to the board subject to Council confirmation.

Michael (Kipp) Baratoff
Principal, Equilibrium Capital Group
Term beginning: upon appointment
Term ending: July 31, 2012

Michael ("Kipp") Baratoff has charted a professional career at the intersection of finance and sustainability for over a decade. His passion emerged from his work in financial services, education in public policy, science, and nearly 20 years of mountaineering. He joined Equilibrium Capital Group to help build leading asset management businesses in the area of sustainability. Prior to joining eq-cap, Kipp developed an investment thesis and set of tools for mission related investing (MRI) for Meyer Memorial Trust; these tools are now part of the More for Mission Campaign.

Currently working in an operating role, Kipp also serves as President of Gerding Edlen Sustainable Solutions (GESS), a wholly owned subsidiary of the Equilibrium portfolio company, Gerding Edlen Development, Inc. – the leading green building developer in the United States.

Prior to eq-cap, Kipp worked at Acumen Fund and E+Co pioneering innovative debt and equity financings to achieve sustainability and poverty alleviation in developing countries. At Cambridge Associates, LLC, Kipp specialized in all aspects of portfolio monitoring, planning and investing for several large universities and pension plans' dedicated private equity programs. He also spearheaded the firm's initial research in clean energy venture capital in 2004, and helped to advise a large U.S. pension fund with a \$250 million allocation to clean technology.

Kipp is a CFA charter holder, earned his B.A. from Wesleyan University, and attended the University of Michigan where he earned an M.B.A. from the Ross School of Business and an

M.S. Environmental Science from the School of Natural Resources & Environment. While at Michigan, Kipp worked under the auspices of the United Nations Environment Programme Sustainable Energy Finance Initiative (UNEP-SEFI) to co-author and design a report, "Renewables, Policy and the Cost of Capital," that analyzed policy's ability to promote efficient capital market development in renewable energy.

Suzanne Linneen
Finance Director, City of Hillsboro
Term beginning October 1, 2010
Term ending: September 30, 2013

Suzanne Linneen has been the Finance Director for the City of Hillsboro since August 2009. Prior to holding the Director position, she was the Assistant Finance Director. Suzanne is originally from Los Angeles, California. She attended the University of California Santa Barbara graduating with a Business Economics degree in 1990. After graduation, Suzanne worked for Deloitte & Touche in Century City where she was licensed as a Certified Public Accountant. After several years in public accounting, and a very brief stint as a ski bum, she relocated to Portland. She worked briefly for a local public accounting firm and then in 1995 was hired at the City of Hillsboro as a Financial Management Analyst.

Lori Mueller
Vice President, Finance and Administration, OHSU Foundation
Term beginning: upon appointment
Term ending: July 31, 2013

Lori Mueller graduated from Portland State University in 1987 with a Bachelor of Science in Finance.

From 1983 – 1998, she worked in a variety of positions in the accounting department at the Physicians Association of Clackamas County (PACC), a local HMO. From 1983 – 1986, she held the following positions: Account Receivable, Accounts Payable, Staff Accountant. In 1987 she was promoted to the Controller position and in 1994 she was promoted to the Chief Financial Officer Position.

In January 1999, a few years after PACC was purchased by HealthNet, Lori joined the OHSU Foundation as the Vice President, Finance and Administration. Lori has held this position through the current date. In this role, Lori oversees the accounting, investment and office management functions for the OHSU Foundation. The OHSU Foundation manages over \$750 million of assets belonging to the OHSU Foundation, the Doernbecher Children's Hospital Foundation and OHSU. These assets are primarily invested in a current fund portfolio (primarily short term fixed income investments) totaling \$241 million and an endowment fund portfolio totaling \$385 million (fully diversified long term portfolio). She is the primary staff liaison to the Investment Committee for the OHSU Foundation. She works with her team to ensure that the assets of the foundation's portfolios are invested in accordance with the strategic direction provided by the Investment Committee and conducts preliminary and ongoing due diligence and oversight of the authorized investments. Lori is also the primary staff liaison to the Finance and Audit Committees for both the OHSU Foundation and the Doernbecher Children's Hospital Foundation.

Over the years Lori has held various volunteer positions and supported many activities in the West Linn area (West Linn/Wilsonville School District budget committee representative, 2010 senior grad party treasurer, classroom volunteer, assistant coach for girls' soccer teams).

Current members of the IAB include

Marc Fovinci, CFA
Principal, Ferguson Wellman Capital Management
Term ending October 2011

Andrew Lonergan, CFA
Investment Analyst, Reed College
Term ending October 2011

Eric Johansen
Debt manager, City of Portland
Term ending October 2010

ANALYSIS/INFORMATION

1. **Known Opposition:** None.
2. **Legal Antecedents:** Metro code sections 2.19.150 and 7.03.030(c).
3. **Anticipated Effects:** Confirmation of these appointments will provide directly related experience in Investments to the Advisory Board.
4. **Budget Impacts:** There is no out-of-pocket expense created by the appointments to these volunteer positions.

RECOMMENDED ACTION

Michael Jordan, Chief Operating Officer, in concurrence with Council President David Bragdon, recommends the confirmation of these appointments.

Agenda Item Number 4.1

Resolution No. 10-4160, For the Purpose of Adopting Policy Direction
to the Regional Flexible Funding Allocation (RFFA) Process for
Federal Fiscal Years 2014-15

RESOLUTIONS
COUNCILOR COLLETTE

Metro Council Meeting
Thursday, July 8, 2010
Metro Council Chamber

BEFORE THE METRO COUNCIL

FOR THE PURPOSE ADOPTING POLICY) RESOLUTION NO. 10-4160
DIRECTION TO THE REGIONAL FLEXIBLE)
FUNDING ALLOCATION (RFFA) PROCESS) Introduced by Councilor Carlotta Collette
FOR FEDERAL FISCAL YEARS 2014-15)

WHEREAS, the Joint Policy Advisory Committee on Transportation (JPACT) and the Metro Council will be awarding regional flexible funds to transportation projects and programs in the region through the Regional Flexible Fund Allocation (RFFA) process; and

WHEREAS, these funding awards, as well as all other federal transportation spending in the region, will be programmed in the Metropolitan Transportation Improvement Program (MTIP); and

WHEREAS, JPACT and the Metro Council wish to provide policy direction on the objectives of the RFFA and programming of funds in the MTIP; now therefore,

BE IT RESOLVED that the Metro Council hereby adopts the recommendation of JPACT for policy direction to the Regional RFFA process for federal fiscal years 2014-15 as described in Exhibit A attached hereto as to form.

ADOPTED by the Metro Council this ____ day of July 2010.

David Bragdon, Council President

Approved as to Form:

Daniel B. Cooper, Metro Attorney

2014 -15 Regional Flexible Fund Allocation - Policy Framework

1. Step 1 - Regional Programs

Support of an initial funding target for existing regional programs, but with direction to develop a process for JPACT review of these programs prior to the final allocation of funding in the spring of 2011.

- Transit Oriented Development – \$5.95 million
- High capacity transit (HCT) bond - \$26 million
- HCT development - \$4 million
- TSMO/ITS - \$3 million
- Regional Travel Options - \$4.539 million
- Regional Planning - \$2.244 million
- Corridor & Systems Planning - \$1 million

❖ Establish Metropolitan Mobility Funding Preparedness \$_____

Prepare consensus regional strategy and applications for state and federal funding targeted to mobility in metropolitan areas as a Step 1 activity.

2. Step 2 - Community Investment Funds

❖ Green Economy/Freight Initiatives \$_____

This project focus area supports the development of the region’s economy through investment in green infrastructure and key freight projects or programs. Examples of project types include, but are not limited to:

- Preparation for state and federal freight funding opportunities
- Regional strategy for freight rail & high speed passenger rail development
- Regional strategy for industrial development and investment
- Freight focused transportation system management and operations (TSMO) projects
- Localized bottleneck reduction on freight routes/connectors
- Alternative fuel development (electric, compressed natural gas, etc.)
- Diesel emission reduction
- General or mode-specific freight plans and studies

Performance target outcomes:

- Reduce freight vehicle delay
- Reduce greenhouse gasses and exposure to pollutants

Project prioritization factors to meet outcomes:

Prioritization factors will be developed with the Transportation Policy Alternatives Committee (TPAC) and integrated into the final policy report. Potential prioritization factors may include, but are not limited to:

- Improves operational or physical connectivity to regionally important industrial land or jobs
- Improves freight operations (delay, safety, etc.)
- Benefits air quality
- Contributes to economic sustainability
- Addresses Environmental Justice and underserved communities needs and impacts

- Supports green or traded sector businesses
- Helps implement one or more goals of the Regional Freight Plan
- Innovative
- Has limited alternative sources of funding
- Leverages other funding or benefits
- Costs in line with scale of regional flexible funds available

❖ **Active Transportation/Complete Streets \$_____**

This project focus area prioritizes infrastructure support for non-auto trips and ensuring safe streets that are designed for all users. Examples of project types include, but are not limited to:

- Trails
- Access to transit
- On-street pedestrian and bicycle improvements
- Main Street improvements
- Preparation for federal funding opportunities

Performance target outcomes:

- Triple walk/bike/transit trips
- Reduce vehicle miles travelled
- Increase access to essential destinations by transit, biking and walking
- Reduce fatalities and serious injuries
- Reduce greenhouse gasses and exposure to pollutants
- Reduce household transportation and housing costs

Project prioritization factors to meet outcomes:

Prioritization factors will be developed with the Transportation Policy Alternatives Committee (TPAC) and integrated into the final policy report. Potential prioritization factors may include, but are not limited to:

- Provides a safe, green and efficient travel experience
- Will be used by a high number of people
- Supports growth in 2040 Centers
- Addresses Environmental Justice and underserved communities needs and impacts
- Has limited alternative sources of funding
- Applies universal design principles

3. Collaborative Process

Develop the project proposals for new focus areas through a collaborative process involving impacted stakeholders.

STAFF REPORT

FOR THE PURPOSE OF ADOPTING THE POLICY DIRECTION TO THE REGIONAL FLEXIBLE FUNDING ALLOCATION (RFFA) PROCESS FOR FEDERAL FISCAL YEARS 2014-15

Date: July 8, 2010

Prepared by: Ted Leybold and Amy Rose

BACKGROUND

This resolution will approve the framework outlining the policy direction to be used during the Regional Flexible Fund Allocation (RFFA) process for federal fiscal years 2014-15 to nominate, evaluate and select projects to receive federal transportation funds.

The process for updating the policies for the RFFA first involved a retrospective of the previous allocation cycle for which JPACT, TPAC and Metro Council members were engaged to provide feedback on what worked well and what didn't in the process of allocating funds for federal fiscal years 2012-13. This retrospective provided the basic context for preparing for the policy update for the allocation process for 2014-15 funds. The next step was to solicit feedback from JPACT at a retreat held on April 2nd, 2010 designed to develop a more strategic approach to spending these limited funds. The strategic approach includes:

- Having a topically or geographically focused impact rather than an array of disconnected projects.
- Achieving appreciable impacts on implementing a regional scale strategy given funding amount available.
- Addressing specific outcomes utilizing the Regional Transportation Plan Performance Targets.
- Prioritizing catalytic investments (leveraging large benefits or new funding).
- Positioning the region to take advantage of federal and state funding opportunities as they arise.

Metro staff has taken the feedback from the retreat as well as TPAC and JPACT meeting discussions to produce the policy framework, Exhibit A to Resolution 10-4160, that will be integrated into the policy report with existing MTIP and RFFA policies and objectives. JPACT is scheduled to adopt the framework at their July 8, 2010 meeting.

Metro and ODOT update the MTIP/STIP every two years to schedule funding for the following four-year period. The 2014-15 RFFA process is a component of the four-year period of federal fiscal years 2012 through 2015. This update will therefore adjust, as necessary, funds already allocated to projects in fiscal years 2012 and 2013 in the current approved MTIP. It will also allocate funds to new projects in the last two years (2014 and 2015) of the new MTIP.

The regional flexible funds available for the 2014-15 allocation are composed of two types of federal transportation assistance, which come with differing restrictions. The most flexible funds are surface transportation program (STP) funds that may be used for virtually any transportation purpose, identified in the Financially Constrained RTP, short of building local residential streets.

The second category of money is Congestion Mitigation/Air Quality (CMAQ) funds. CMAQ funds cannot be used to build new lanes for automobile travel. Also, projects that use CMAQ funds must demonstrate that some improvement of air quality will result from building or operating the project.

In the previous two allocation processes, regional flexible funds have been allocated in two steps. The first step was to allocate funds to existing regional transportation programs: metropolitan transportation planning, transit oriented development, regional travel options, transportation system management & operations, and high capacity transit development and capital construction. Step two was an allocation to local agencies for a variety of transportation projects.

This policy framework responds to direction received during the retrospective of the 2012-13 process, the JPACT retreat and subsequent JPACT meetings. Changes in policy direction outlined in the framework include:

- Support of an initial funding target for existing regional programs, but with direction to develop a process for JPACT review of these programs prior to the final allocation of funding in the spring of 2011 (Step 1).
- Establish Metropolitan Mobility Preparedness in Step 1.
- The development of two new regional project focus areas: Active Transportation/Complete Streets and Green Economy/Freight Initiatives, to provide direction to the allocation of funds to local agencies (Step 2).
- Direction to develop the project proposals for these new focus areas through a collaborative process involving impacted stakeholders.

ANALYSIS/INFORMATION

1. **Known Opposition** None known at this time.
2. **Legal Antecedents** Updates the 2010-13 MTIP Portland Metropolitan Area Policy Report, adopted by Metro Council Resolution 08-3916 on March 20, 2008 (FOR THE PURPOSE OF ADOPTING THE POLICY DIRECTION AND PROGRAM OBJECTIVES FOR THE 2009 REGIONAL FLEXIBLE FUNDING ALLOCATION PROCESS AND 2010-13 METROPOLITAN TRANSPORTATION IMPROVEMENT PROGRAM (MTIP)).
3. **Anticipated Effects** Adoption of this resolution will provide the policy direction, program objectives and procedures that will be used during the 2014-15 Regional Flexible Fund Allocation process to nominate, evaluate and select projects to receive federal transportation funds as described in Exhibit A of Resolution 10-4160.
4. **Budget Impacts** None.

RECOMMENDED ACTION

Metro staff recommends the approval of Resolution No. 10-4160.

Agenda Item Number 4.2

Resolution No. 10-4162, Authorizing the Chief Operating Officer to Convey a Portion of Property Adjacent to the Metro South Transfer Station Together with Certain Related Easements for the Purpose of Roadway Improvements Undertaken by the City of Oregon City

RESOLUTIONS
COUNCILOR COLLETTE

Metro Council Meeting
Thursday, July 8, 2010
Metro Council Chamber

BEFORE THE METRO COUNCIL

AUTHORIZING THE CHIEF OPERATING OFFICER TO CONVEY A PORTION OF PROPERTY ADJACENT TO THE METRO SOUTH TRANSFER STATION TOGETHER WITH CERTAIN RELATED EASEMENTS FOR THE PURPOSE OF ROADWAY IMPROVEMENTS UNDERTAKEN BY THE CITY OF OREGON CITY

RESOLUTION NO. 10-4162

Introduced by Chief Operating Officer Michael J. Jordan, with the concurrence of Council President David Bragdon

WHEREAS, the city of Oregon City, Oregon (“the City”) has undertaken to improve Oregon Highway 213 from Interstate Highway 205 to Redland Road, including improvements along Washington Street near the Metro South Transfer Station; and

WHEREAS, in pursuit of such road improvements, the City requires the acquisition of certain property owned by Metro adjacent to the Metro South Transfer Station to construct improvements on Washington Street; and

WHEREAS, in September 2009 the City provided Metro with an initial written offer to purchase the subject property, as well as acquiring certain temporary construction and permanent easements for the project; and

WHEREAS, following the receipt of such offer, Metro staff and City staff undertook discussions regarding the project to address concerns of Metro related to continued access to the transfer station from Washington Street; and

WHEREAS, Metro staff and City staff have reached agreement on the terms of the City’s acquisition of property from Metro, including provisions for the continued access of the South Transfer Station from Washington Street; and

WHEREAS, the parties are in agreement that the just compensation for the property and related easements is the sum of \$190,000; and

WHEREAS, Metro and the City are also in agreement that public interest for further public improvements in the project vicinity is best achieved by the City retaining the payment that would otherwise be made to Metro for the Metro property and easements, and that in lieu of Metro receiving such compensation directly, an amount equal to such compensation shall be directed by the City to a restricted account to be used solely for the purpose of furthering public improvements in the project vicinity; and

WHEREAS, Metro and the City further agree to work collaboratively to identify such appropriate public improvements and also agree that funds for such improvements shall be released from the restricted account only after the mutual written agreement of both the City and Metro; and

WHEREAS, Metro Code 2.04.026 requires the Chief Operating Officer obtain the authorization of the Metro Council prior to execution of any agreement by which Metro transfers real property which it owns; now therefore,

BE IT RESOLVED that the Metro Council hereby authorizes the Chief Operating Officer to enter into a Settlement Agreement in a form substantially similar to that attached as Exhibit A and to execute the Dedication Deed, the Slope Easement and the Temporary Construction Easement, attached thereto.

ADOPTED by the Metro Council this _____ day of _____ 2010.

David Bragdon, Council President

Approved as to Form:

Daniel B. Cooper, Metro Attorney

M:\attorney\confidential\09 Solid Waste\04 Metro South Station\26 Potential Oregon City Real Estate Sale\OC-Metro Settlement Resolution.doc

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 10-4162, FOR THE PURPOSE OF AUTHORIZING THE CHIEF OPERATING OFFICER TO CONVEY A PORTION OF PROPERTY ADJACENT TO THE METRO SOUTH TRANSFER STATION TOGETHER WITH CERTAIN RELATED EASEMENTS FOR THE PURPOSE OF ROADWAY IMPROVEMENTS UNDERTAKEN BY THE CITY OF OREGON CITY

Date: June 1, 2010

Prepared by: Paul Ehinger
503-797-1789

BACKGROUND

The City of Oregon City is undertaking a roadway project to reduce congestion on Highway 213 where it intersects with Washington Street. The project requires the acquisition of property that is part of the Metro South Transfer Station site. Metro and Oregon City have been in negotiations over both the impacts of the project on transfer station operations, and the conditions for the purchase of Metro property. The outcome of these negotiations is contained in the Settlement Agreement attached to Resolution No. 10-4162.

Currently, Metro uses two access points for transfer station operations at Metro South. The southern access point is the facility's main entrance for both commercial and self-haul customers, as well as for customers of the household hazardous waste facility. Commercial customers requiring reweighing to complete their transactions, and all self-haul customers also use this driveway to exit the facility. This entry/exit will be unaffected by the road project.

The northern access point is used by Metro's Waste Transport Contractor's vehicles (tractor-trailer combinations 73 feet 4 inches in length) for both entering and exiting the facility from the north, as well as for commercial vehicles exiting the facility which do not have to reweigh after unloading. It was this access point that was a subject of negotiations.

As originally proposed, the project might have eliminated the northern access point to Metro South. This would have required rerouting transfer trucks through the southern main entrance to exit the facility together with significant commercial traffic currently exiting through the northern point. In addition to creating significant onsite impacts (particularly the mingling of transfer and self-haul vehicles), transfer vehicles would be unable to make the left hand turn required to directly access I-205 due to the vehicles' size. As there was no viable alternative route available from a right hand turn, this issue needed to be resolved.

The Settlement Agreement contains resolution of this issue by modifying the proposed median on the realigned Washington Street. Transfer vehicles and commercial trucks exiting the station from the northern access point can make a left hand turn, and utilize a "Jughandle" cloverleaf that will pass under Hwy 213, then allowing a right turn on the northern side to get on I-205. Only left in turns are prohibited in the final settlement, which should not impact operations. Use of the northern entrance will be monitored to ensure its compatibility with the new Washington Street configuration.

The Settlement Agreement establishes a restricted city fund containing the compensation Metro would have received for its property (\$190,000). Both parties felt it was in the public interest to utilize these funds for the purpose of furthering public improvements in the project vicinity that will also enhance the

value of the transfer station property. The expenditure of these funds will require the mutual agreement of Metro and Oregon City. This innovative arrangement is consistent with the Regional Center designation that encompasses the Metro South site on the 2040 Growth Concept Map, as well as Metro's historical relationship with Oregon City.

ANALYSIS/INFORMATION

1. Known Opposition

None.

2. Legal Antecedents

None.

3. Anticipated Effects

Minimal impacts on transfer station operations

Foster and promote existing partnership relationship between Metro and the City of Oregon City

4. Budget Impacts

None.

RECOMMENDED ACTION

Adopt Resolution No. 10-4162.

PE:CG:gbc
S:\REM\geyer\MSS\staffreportjughandle2.doc

SETTLEMENT AGREEMENT

DATE: May____, 2010

BETWEEN: The City of Oregon City

AND: Metro, an Oregon Metropolitan service district
2001 Washington Street, Oregon City, Oregon

I. PARTIES

This Settlement Agreement is entered into by and among the following parties (hereinafter, the “Parties”):

- 1.1. City of Oregon City (“City”)
- 1.2. Metro (an Oregon metropolitan service district and municipal corporation)

II. DEFINITIONS

- 2.1 “Agreement” means this Settlement inclusive of all terms, conditions, attachments, and exhibits.
- 2.2 “Metro Property” means that property located at Tax Lot 904, Map 2-2E-29 in the City of Oregon City, Clackamas County, Oregon as shown in the map attached to this Agreement as Exhibit A.
- 2.3 “Roadway Project” means the City’s OR 213 transportation improvements project along OR 213 from I-205 to Redland Road including improvements along Washington Street and Clackamas River Drive.

III. RECITALS

- 3.1 The City of Oregon City’s Roadway Project includes improvements to Washington Street.
- 3.2 As part of the Roadway Project the City has declared by resolution the necessity of the Roadway Project and the need to acquire a portion of the Metro Property to construct the improvements on Washington Street, the “Acquisition Property” as described and illustrated on Exhibit B to this Agreement.
- 3.3 Pursuant to ORS 35.346, on September 9, 2009, the City made an initial written offer to purchase the Acquisition Property in the appraisal for \$190,000 as just compensation, including all compensable damages, if any, to the remaining Metro Property.

- 3.4 The City will acquire the Acquisition Property by deed (Exhibit A-1), permanent slope easement (Exhibit A-2), and temporary construction easement (Exhibit A-3), copies of which are attached hereto and incorporated in by reference as Exhibit A to this Agreement.
- 3.5 As part of the Roadway Project, Washington Street will be realigned. The Roadway Project will include a signalized intersection and realignment of Washington Street near and in front of the Metro Property.
- 3.6 Metro operates a transfer and recycling center on the Metro Property that uses Washington Street for ingress and egress to this center, the “Metro Facility.”
- 3.7 The Metro Facility has two access locations. One access location is used primarily for transfer trucks and the other is used primarily for vehicle traffic into the facility.
- 3.8 The Roadway Project design originally provided for a median strip at the transfer truck access that prevented any left turn movement in or out of the Metro Facility. As part of negotiations, the Roadway Project has been modified to provide for a median strip that will prohibit a left turn into the Metro Facility access used primarily for the transfer trucks. The access will not be closed, but will be limited to a right-in, right-out and left-out.
- 3.9 The access used primarily for vehicle traffic is not configured to accommodate the transfer truck traffic flow. The Metro Facility already has internal traffic flow issues related to this access
- 3.10 The Acquisition Property is not located at either access location and, specifically, is not at the transfer truck access that is impacted by the traffic median.
- 3.11 Metro and the City agree that safe and efficient travel along Washington Street in the area of Highway 213 is important for the Oregon City regional center.
- 3.12 The right-in, right-out and left-out to Washington Street from the north driveway of the Metro Facility is important for the transfer station operations to providing disposal options to the region.
- 3.13 At the time of this agreement, Metro’s use of its north driveway does not substantially degrade safety or operations along Washington Street. It is anticipated that the proposed changes to Washington Street will not change the safety or operation of Washington Street unless traffic volumes substantially increase along Washington Street or there are other changes in the traffic operation of Washington Street.

IV. AGREEMENT

NOW, THEREFORE, it is agreed as follows:

- 4.1 Metro will accept the City's offer of just compensation for the Acquisition Property described in the appraisal and as set out in the legal descriptions attached hereto as Exhibit A -1, A-2, A-3 for the sum total of \$190,000.00. In lieu of Metro receiving said compensation directly, the parties agree that an amount equal to such compensation shall be directed by the City to a restricted account to be used solely for the purpose of furthering public improvements in the project vicinity. The parties agree to work collaboratively to identify such appropriate public improvements and also agree that funds for such improvements shall be released from the restricted account only after the mutual written agreement of both the City and Metro.
- 4.2 Metro agrees to monitor the North driveway for recurring problems with safety or traffic operations at the driveway's intersection with Washington Street. Metro agrees to revise on-site operations including, but not limited to, changing site circulation, restricting certain types of vehicles from use of the North driveway, restricting the facility's hours of operation or other action required by the City engineer in order to mitigate any safety or traffic operation problems.
- 4.3 Pursuant to the City's police power to regulate its roadways for the safety of the traveling public, the City maintains the right to manage access on Washington Street in the future, including regulation of the North driveway.
- 4.4 If the City determines that the North driveway has at any point become a safety hazard or interference to reasonable traffic operations, the City will inform Metro of this concern. The City and Metro will then work to identify a solution to the problem, which could include, but is not limited to, restricting certain types of vehicles from use of the North driveway, limitations of certain vehicle types to certain off-peak hours, or revision of the access configuration by the City. The City acknowledges that Metro will require adequate time to plan and implement changes to the facility to mitigate major changes to the access configuration.
- 4.5 The Roadway Project construction will be managed by OBEC Consulting Engineers and will be required by the Roadway Project construction contract to provide an onsite inspector that will be directed to appraise and keep Metro informed of construction activities related to the Roadway Project. The Inspector will provide Metro with construction updates that may impact traffic interferences with the Metro property. The City will request that the contractor provide Metro with the construction schedule for any construction activities that may impact access to and from the Metro facility. The City shall include in the special provisions of the construction contract that the construction contractor will

maintain ingress and egress at Metro's driveways during hours in which the facility is open to the public. This does not prohibit restriction to access that does not impede all access.

- 4.6 As part of the project, the City will require a temporary construction easement to undertake the construction of improvements necessary for project. (Exhibit A-3). The City shall be solely responsible for the costs of all construction within and use of the Easement Area(s) by City or City's employees, agents, contractors, or invitees. City shall execute all such work promptly and in a good, workmanlike manner. Following completion of any such work, City shall restore the Easement Area(s) at the City's sole cost and expense.
- 4.7 As part of the project the City is acquiring a slope easement. The City shall be solely responsible for the costs of the design, construction, operation, reconstruction, maintenance, and repair of slope within the Slope Easement Area described in Exhibit A-2. City shall execute all such work promptly and in a good, workmanlike manner. Following completion of any such work, City shall restore the Slope Easement Area, except for the improvement completed. The City shall have the responsibility of the functionality of the Slope Easement Area except for the costs of any work undertaken by GRANTOR pursuant to the rights reserved in the slope easement. Notwithstanding the foregoing, however, damage to the Slope Easement Area caused due to the negligence or abnormal use of the Slope Easement Area by either party shall be repaired by the party that caused such damage at its sole expense. Notwithstanding this paragraph, regular maintenance of the property continues to be the responsibility of Metro.
- 4.8 The City of Oregon City shall provide GRANTOR with written notice of the following occurrences, not later than 30 days following such events:
(i) construction on the property is completed, (ii) the City of Oregon City's final acceptance of the project, and (iii) the City of Oregon City's issuance of a notice to proceed to the contractor for construction of the OR 213 improvements project.

V. MISCELLANEOUS PROVISIONS

- 5.1 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of each of the Party's successors in interest. This Agreement is not executed for the benefit of any third party beneficiaries and no alleged third party beneficiaries shall have any rights or claims hereunder
- 5.2 Entire Agreement. This Agreement contains the entire agreement between the parties. This Agreement shall not be changed in any respect except by a writing executed by authorized representatives of the parties.
- 5.3 Applicable Law. This Agreement shall be governed, construed, and interpreted according to the substantive laws of the State of Oregon.

- 5.4 Neutral Interpretation. This Agreement constitutes the product of negotiations of the Parties, and any enforcement will be interpreted in a neutral manner and not more strongly for or against any party based upon the source of the draftsmanship.
- 5.5 Counterparts. This Agreement may be executed in counterparts and each counterpart shall be considered an original.
- 5.6 Authority: The undersigned acknowledges that they have the request authority to bind the party they are representing.

**METROPOLITAN SERVICE
DISTRICT OF PORTLAND**

CITY OF OREGON CITY

By:
Its:

By:
Its:

AFTER RECORDING RETURN TO:

City Recorder
City of Oregon City
P.O. Box 3040
Oregon City, Oregon 97045-0304

Map No.: NE1/4 & NW1/4 Sect 29, Twn 2S, Rng 2E, WM
Tax Lot No.: 2-2E-29-00904
Grantor: Metropolitan Service District of Portland, Oregon, METRO

DEED OF DEDICATION

KNOW ALL BY THESE PRESENTS, THAT Metro, an Oregon municipal corporation, that took title as Metropolitan Service District of Portland, Oregon, hereinafter called the GRANTOR, does hereby grant unto the City of Oregon City, hereinafter called the CITY, its successors in interest and assigns, all the following real property in the County of Clackamas, State of Oregon, to be used and held by the CITY for street, road, right-of-way, and public utility purposes, bounded and described as follows, to wit:

See attached EXHIBIT A Legal description and
attached EXHIBIT B Sketch for Legal Description

TO HAVE AND TO HOLD, the above described and granted premises unto the said CITY, its successors in interest and assigns forever.

The true consideration of this conveyance is for other valuable consideration, the receipt of which is hereby acknowledged by GRANTOR.

And the GRANTOR above named hereby covenants to and with the CITY, and the CITY's successors in interest and assigns that GRANTOR is lawfully seized in fee simple of the above named premises, free from all encumbrances except those set forth on the attached EXHIBIT C.

In construing this deed and where the text so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this _____ day of _____, 2010; it has caused its name to be signed by its officers, duly authorized thereto by order of its council.

NOTICE: No stamp or corporate seal is allowed over any typed information.

METRO

Michael Jordan, Chief Operating Officer

NOTICE TO NOTARIES: No notary stamp or corporate seal is allowed over any typed information.

Personal Acknowledgment
STATE OF OREGON)

County of _____) ss.

Personally appeared the above named
_____ and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:
NOTARY PUBLIC FOR OREGON

My Commission Expires: _____

Notary's signature
My Commission Expires: _____
Stamp seal below

(Grantor's Name and Address)

City of Oregon City
P.O. Box 3040
625 Center Street
Oregon City, OR 97045-0304

(Grantee's Name and Address)

Accepted on behalf of the City of Oregon City on the condition that the dedication conveyed is free and clear from taxes, liens, and encumbrances.

Mayor

City Recorder

Corporate Acknowledgment
STATE OF OREGON)

County of _____) ss.

Personally appeared _____ and _____ who being duly sworn, each for himself and not one for the other did say that the former is the _____ president and that the latter is the _____ secretary of _____, a corporation, and that the seal affixed to the foregoing instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

NOTARY PUBLIC FOR OREGON

Notary's signature
My Commission Expires: _____
Stamp seal below

Fee

A parcel of land lying in the NE¼ of Section 29 and the NW¼ of Section 29, Township 2 South, Range 2 East of the W.M., Clackamas County, Oregon and being a portion of those certain tracts of land described in that Warranty Deed - Statutory Form to Metropolitan Service District of Portland, Oregon recorded June 30, 1977 in Instrument Number 77-25593, of the Official Records of Clackamas County, Oregon.

Said parcel being that portion of said property included in a strip of land variable in width, lying on the Northwestern side of the center line of relocated Washington Street, which center line is described as follows:

Beginning at Engineer's center line Station "W" 250+02.92, said Station being North 66°48'26" East, 1941.22 of the Quarter Corner common to Sections 20 and 29, Township 2 South, Range 2 East of the W.M, thence South 29°57'00" West 812.61 feet; thence along a 1527.89 foot radius curve to the right (the long chord of which bears South 36°55'36" West, 371.17 feet) 372.09 feet; thence South 43°54'12" West 497.33 feet; thence along a 593.23 foot radius curve to the left (the long chord of which bears South 25°43'23" West, 370.19 feet) 376.47 feet; thence South 07°32'33" West 39.02 feet; thence along a 739.30 foot radius curve to the right (the long chord of which bears South 38°45'17" West, 766.22 feet) 805.47 feet; thence South 69°58'00" West 183.94 feet to Engineer's center line Station "W" 280+89.86, said station being South 00°15'46" West 1627.38 feet from said Quarter Corner common to Sections 20 and 29.

The width in feet of said strip of land is as follows:

Station	to	Station	Width on Northwestern Side of Center Line
"W" 268+78.00		"W" 269+82.00	35.00 in a straight line to 41.00
"W" 269+82.00		"W" 271+51.00	41.00 in a straight line to 33.50
"W" 271+51.00		"W" 272+80.00	33.50 in a straight line to 48.00
"W" 272+80.00		"W" 274+09.00	48.00 in a straight line to 48.00
"W" 274+09.00		"W" 275+25.00	48.00 in a straight line to 47.19

ALSO that portion of said tract described by that certain instrument in said Instrument Number 77-25593, of the Official Records of Clackamas County, Oregon, lying easterly of said center line.

Bearings are based upon the Oregon State Plane Coordinate System 1983 (CORS 96)
Epoch 2002, North Zone.

This parcel of land contains 24,343 Square Feet, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Wayne R. Donovan
OREGON
JULY 21, 1992
WAYNE R. DONOVAN
#2553

RENEWAL DATE: 12/31/11
SIGNED: *Wayne R. Donovan* 05/06/2010

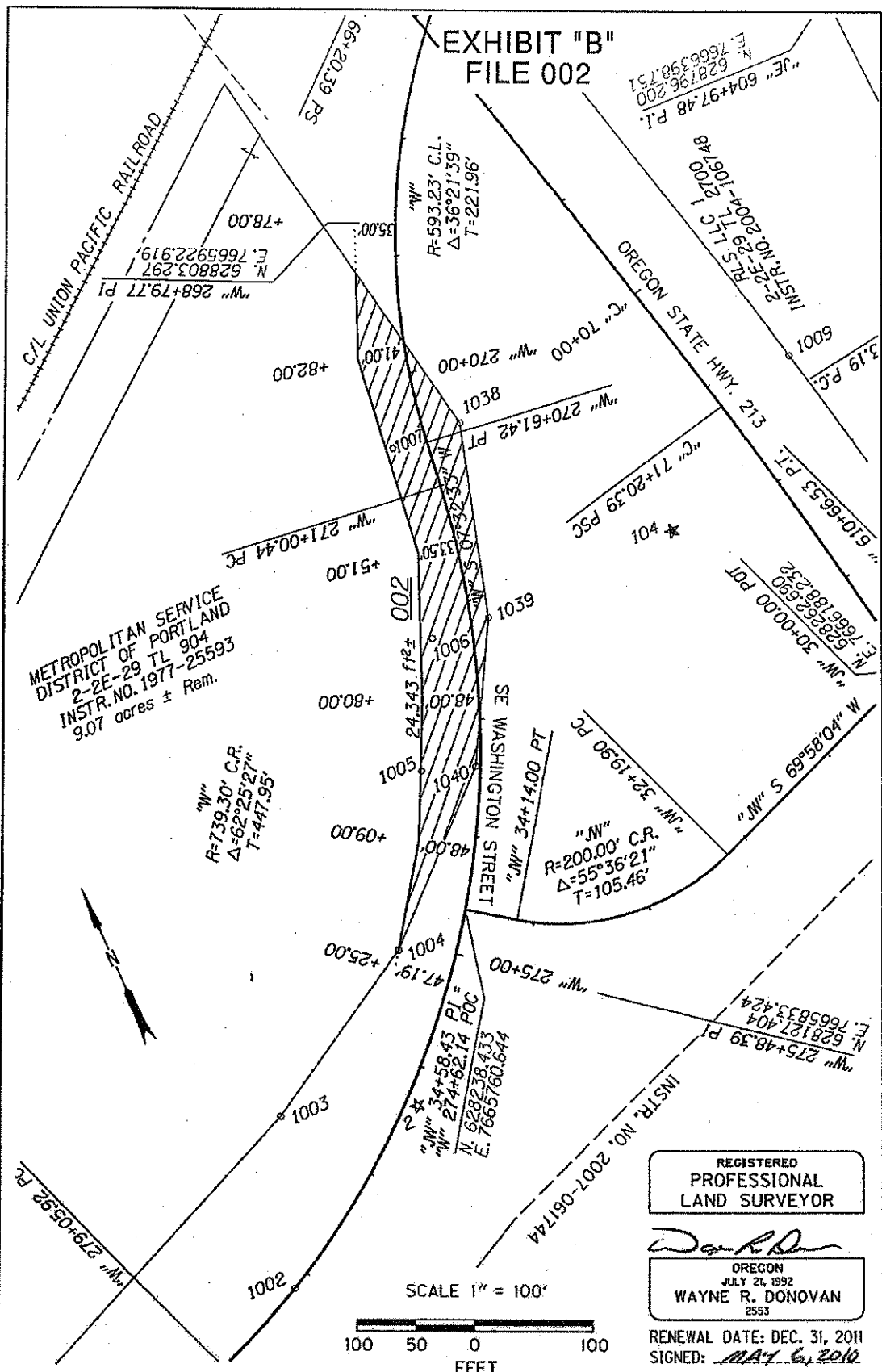


EXHIBIT "B"
FILE 002

METROPOLITAN SERVICE
DISTRICT OF PORTLAND
2-2E-29 TL 904
INSTR. NO. 1977-25593
9.07 acres ± Rem.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Wayne R. Donovan
OREGON
JULY 21, 1992
WAYNE R. DONOVAN
2553

RENEWAL DATE: DEC. 31, 2011
SIGNED: MAY 6, 2010

SCALE 1" = 100'



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CITY OF OREGON CITY	
SECTION	OR 213: I-205 TO REDLANDS ROAD O'XING JIG HANDLE IMPROVEMENTS
DRG. NO.	FILE 002 METRO
HIGHWAY	OR 213 KEY NO. 16322
COUNTY	CLACKAMAS COUNTY
SCALE :	1"=100'
DATE :	MAY 6, 2010

LEGEND	
	Fee 24,343 ft² ±



AFTER RECORDING RETURN TO:

City Recorder
City of Oregon
P.O. Box 3040
Oregon City, Oregon 97045-0304

Map No.: NE1/4 & NW1/4 Sect 29, Twn 2S, Rng 2E, WM
Grantor: Metropolitan Service District of Portland, METRO
Tax Lot No.: 2-2E-29-00904

CITY OF OREGON CITY, OREGON SLOPE EASEMENT

KNOW ALL BY THESE PRESENTS, THAT Metro, an Oregon municipal corporation, that took title as Metropolitan Service District of Portland, Oregon, hereinafter called the GRANTOR, does hereby grant unto the City of Oregon City, hereinafter called the CITY, its successors in interest and assigns, a permanent easement and right-of-way, including the permanent right to construct, reconstruct, operate, and maintain a Slope Easement on the following described land:

See attached EXHIBIT A Legal Description and attached
EXHIBIT B Sketch for Legal Description

TO HAVE AND TO HOLD, the above described easement unto the CITY, its successors in interest and assigns forever.

This Slope Easement is granted for the purpose of design, construction, operation, reconstruction, maintenance, and repair of slope. CITY shall be solely responsible for the costs of the design, construction, operation, reconstruction and repair of slope within the Slope Easement Area described in Exhibit A. CITY shall execute all such work in a good, and workmanlike manner. Following completion of any such work, CITY shall restore the Slope Easement Area except for the improvement completed. GRANTOR shall have no liability or responsibility for maintaining the improvements placed in the Slope Easement Area. Notwithstanding the foregoing, however, damage to the Slope Easement Area caused due to the negligence or abnormal use of the Slope Easement Area by either party shall be repaired by the party that caused such damage at its sole expense.

Uses undertaken by the GRANTOR shall not be inconsistent or interfere with the use of the subject Slope Easement area by the CITY. No building or utility shall be placed upon, under, or within the property subject to the foregoing Slope Easement during the term thereof, however, without the written permission of the CITY.

Nothing contained in this Slope Easement shall be construed as requiring the CITY, its successors in interest or assigns to maintain slope or other surface or subsurface improvement made or constructed by or on behalf of the GRANTOR, its heirs, successors in interest or assigns as required by development

The true consideration of this conveyance is for other valuable consideration, the receipt of which is hereby acknowledged by GRANTOR.

And the GRANTOR above named hereby covenants to and with the CITY, and CITY'S

Page 1 of 3

Slope Easement

successors in interest and assigns that GRANTOR is lawfully seized in fee simple of the above granted premises, free from all encumbrances, except encumbrances, easements, restrictions and rights-of-way of record and those common and apparent on the land, and that GRANTOR, GRANTOR'S heirs, and personal representatives shall warrant and forever defend the premises to the CITY, its successors in interest and assigns against the lawful claims and demands of all persons claiming by, through, or under the GRANTOR.

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this ____ day of _____, 2010; it has caused its name to be signed by its officers, duly authorized thereto by order of its council.

NOTICE: No stamp or corporate seal is allowed over any typed information.

METRO

Michael Jordan, Chief Operating Officer

NOTICE TO NOTARIES: No notary stamp or corporate seal is allowed over any typed information.

Personal Acknowledgment
STATE OF OREGON)
) ss.
County of _____)

Corporate Acknowledgment
STATE OF OREGON)
) ss.
County of _____)

Personally appeared the above named

Personally appeared _____

_____ and _____
and acknowledged the foregoing instrument to
be his voluntary act and deed.

_____ who being duly sworn,
each for himself and not one for the other did
say that the former is the _____ president
and that the latter is the _____ secretary
of _____

Before me:

_____, a corporation, and that the seal affixed
to the foregoing instrument was signed and
sealed in behalf of said corporation by authority
of its board of directors; and each of them
acknowledged said instrument to be its
voluntary act and deed.

NOTARY PUBLIC FOR OREGON

Before me:

Notary's signature
My Commission Expires: _____
Stamp seal below

NOTARY PUBLIC FOR OREGON

Notary's signature
My Commission Expires: _____
Stamp seal below

(Grantor's Name and Address)

City of Oregon City
P.O. Box 3040
625 Center Street
Oregon City, OR 97045-0304
(Grantee's Name and Address)

Accepted on behalf of the City of Oregon City
on the condition that the easement granted is
free and clear from any taxes, liens, and
encumbrances.

Mayor

City Recorder

Permanent Easement for Slopes

A parcel of land lying in the NE¼ of Section 29 and the NW¼ of Section 29, Township 2 South, Range 2 East of the W.M., Clackamas County, Oregon and being a portion of those certain tracts of land described in that Warranty Deed - Statutory Form to Metropolitan Service District of Portland, Oregon recorded June 30, 1977 in Instrument Number 77-25593, of the Official Records of Clackamas County, Oregon.

Said parcel being that portion of said property lying within the following described tract:

Beginning at a point opposite and 33.50 feet Westerly of Engineer's Station "W" 271+51.00 on the relocated center line of Washington Street; thence Southwesterly in a straight line to a point opposite and 72.00 feet Northwestery of Engineer's Station "W" 272+18.00 on said center line; thence Southwesterly in a straight line to a point opposite and 96.00 feet Northwestery of Engineer's Station "W" 273+40.00 on said center line; thence in a straight line to a point opposite and 73.00 feet Northwestery of Engineer's Station "W" 274+09.00 on said center line; thence in a straight line to a point opposite and 48.00 feet Northwestery of Engineer's Station "W" 274+09.00 on said center line; thence in a straight line to a point opposite and 48.00 feet Northwestery of Engineer's Station "W" 272+80.00 on said center line; thence in a straight line to a point opposite and 33.50 feet Northwestery of Engineer's Station "W" 271+51.00 on said center line to the point of beginning.

The center line of relocated Washington Street referred to herein is described as follows:

Beginning at Engineer's center line Station "W" 250+02.92, said Station being North 66°48'26" East, 1941.22 of the Quarter Corner common to Sections 20 and 29, Township 2 South, Range 2 East of the W.M, thence South 29°57'00" West 812.61 feet; thence along a 1527.89 foot radius curve to the right (the long chord of which bears South 36°55'36" West, 371.17 feet) 372.09 feet; thence South 43°54'12" West 497.33 feet; thence along a 593.23 foot radius curve to the left (the long chord of which bears South 25°43'23" West, 370.19 feet) 376.47 feet; thence South 07°32'33" West 39.02 feet; thence along a 739.30 foot radius curve to the right (the long chord of which bears South 38°45'17" West, 766.22 feet) 805.47 feet; thence South 69°58'00" West 183.94 feet to Engineer's center line Station "W" 280+89.86, said station being South 00°15'46" West 1627.38 feet from said Quarter Corner common to Sections 20 and 29.

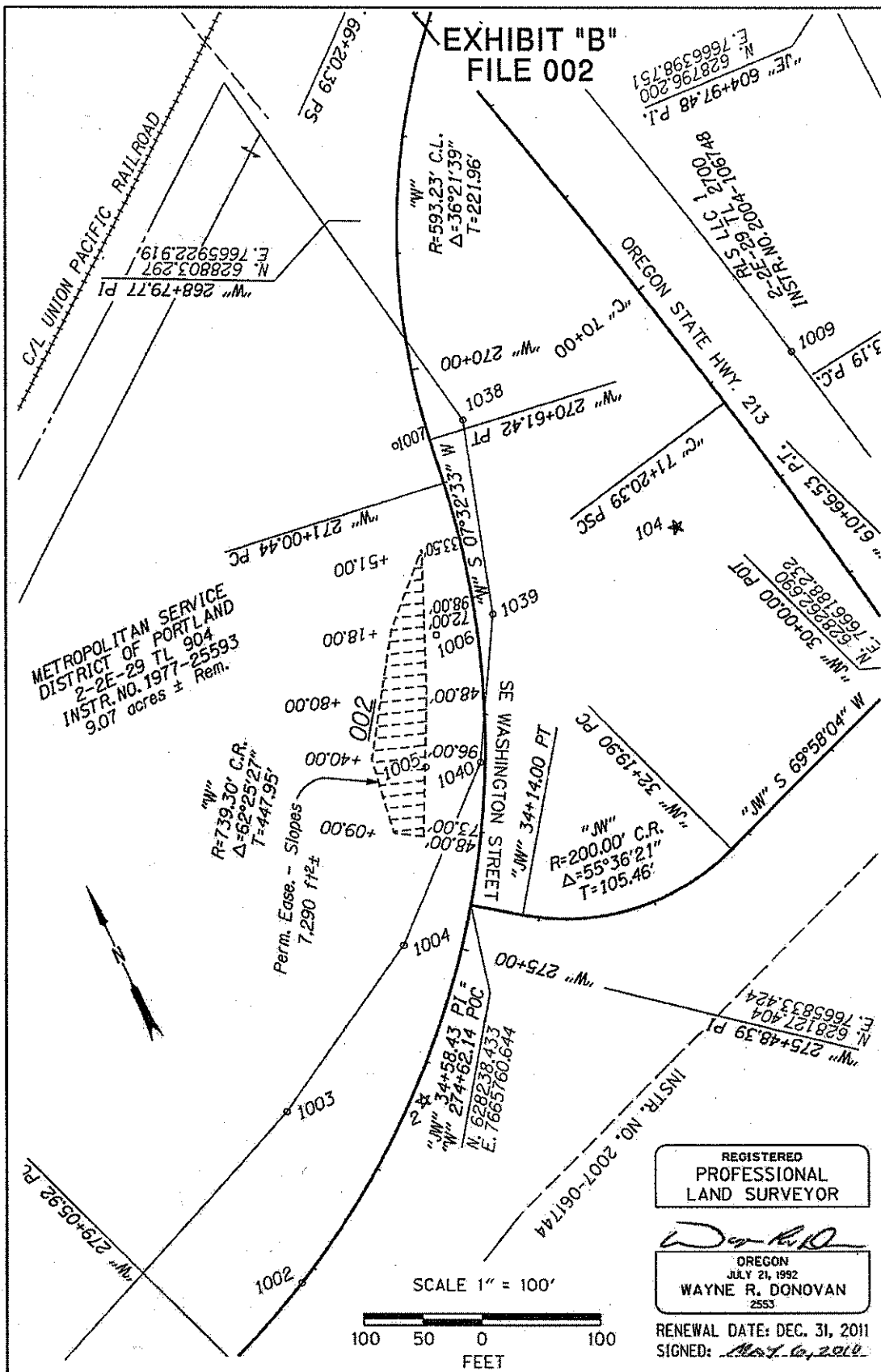
Bearings are based upon the Oregon State Plane Coordinate System 1983 (CORS 96)
Epoch 2002, North Zone.

This parcel of land contains 7,290 Square Feet, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Wayne R. Donovan
OREGON
JULY 21, 1992
WAYNE R. DONOVAN
#2553

RENEWAL DATE: 12/31/11
SIGNED: *MAY 6, 2010*



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CITY OF OREGON CITY			
SECTION	OR 213: 1-205 TO REDLANDS ROAD O'XING JUG HANDLE IMPROVEMENTS		
DRG. NO.	FILE 002	METRO	
HIGHWAY	OR 213	KEY NO.	16322
COUNTY	CLACKAMAS COUNTY		
SCALE :	1"=100'	DATE :	MAY 6, 2010

LEGEND

Perm. Ease. for Slopes 7,290 ft² ±

REGISTERED PROFESSIONAL LAND SURVEYOR

Wayne R. Donovan

OREGON
JULY 21, 1992
WAYNE R. DONOVAN
2553

RENEWAL DATE: DEC. 31, 2011
SIGNED: *Wayne R. Donovan*, 2010

OBEC CONSULTING ENGINEERS
www.obec.com

Map No.: NE1/4 & NW1/4 Sect 29, Twn 2S, Rng 2E, WM

Tax Lot No.: 2-2E-29-00904

Grantor: Metropolitan Service District of Portland, Oregon, METRO

TEMPORARY CONSTRUCTION EASEMENT

This TEMPORARY CONSTRUCTION EASEMENT is entered into this ____ day of _____, 2010, by and between property owner Metro, an Oregon municipal corporation, that took title as Metropolitan Service District of Portland, Oregon, (hereafter referred to as "Grantor"), and the City of Oregon City, a Municipal Corporation of the State of Oregon (hereafter referred to as "Grantee").

RECITALS

1. Grantor is the owner of certain real property located in the City of Oregon City, Clackamas County, Oregon, legal descriptions on EXHIBIT A, and illustrated on EXHIBIT B, attached hereto (hereafter referred to as "Easement Area(s)").

2. Grantor desires to grant to Grantee, for good and valuable consideration a temporary, non-exclusive easement over, under, and across the Easement Area(s), together with the right to go upon said Easement Area(s) for the purpose of constructing street, road, and public utility improvements associated with the OR 213 improvements project which includes improvements on Washington Street.

3. This TEMPORARY CONSTRUCTION EASEMENT is intended to allow the City of Oregon City, or its assigns to undertake the construction of improvements for roads, retaining walls, public utilities and all other activities that the Grantee deems necessary and appurtenant to the above noted activities in conjunction with the OR 213 improvements project which includes improvements on Washington Street.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each of the parties, it is agreed as follows:

1. **Grant of Easement.** Grantor hereby grants to Grantee a non-exclusive temporary easement over, under, and across the Easement Area(s), together with the right to go upon said Easement Area(s) for the purpose of constructing street, road, and public utility improvements associated with the OR 213 improvements project.

2. **Term of Easement.** This TEMPORARY CONSTRUCTION EASEMENT shall be temporary and shall become effective on the date the City of Oregon City issues notice to proceed to the contractor for construction of the OR 213 improvements project and shall terminate the earlier of: (i) when construction on the property is completed, or (ii) when the City

of Oregon City has made final acceptance of the project, or (iii) after three years from the date the City of Oregon City issues notice to proceed to the contractor for construction of the OR 213 improvements project, or (iv) December 31, 2014..

3. **City's Quitclaim.** Upon the termination of this easement the City of Oregon City shall record a quitclaim of all of the City's right, title and interest in and to this easement not later than 60 days following Metro's written request.

The true consideration for this conveyance is for other valuable consideration, the receipt of which is hereby acknowledged by GRANTOR.

This TEMPORARY CONSTRUCTION EASEMENT has been executed as of the date and year first written above.

GRANTOR:

NOTICE: No stamp or corporate seal is allowed over any typed information.

METRO

Michael Jordan, Chief Operating Officer

NOTICE TO NOTARIES: No notary stamp or corporate seal is allowed over any typed information.

Personal Acknowledgment
STATE OF OREGON)
County of _____) ss.

Corporate Acknowledgment
STATE OF OREGON)
County of _____) ss.

Personally appeared the above named

and acknowledged the foregoing instrument to be his
voluntary act and deed.

Personally appeared _____
_____ and _____
_____ who being duly sworn, each
for himself and not one for the other did say that the
former is the _____ president and that the latter is
the _____ secretary of _____
_____, a corporation, and that the
seal affixed to the foregoing instrument was signed and
sealed in behalf of said corporation by authority of its
board of directors; and each of them acknowledged said
instrument to be its voluntary act and deed.

Before me:

Before me:

NOTARY PUBLIC FOR OREGON

NOTARY PUBLIC FOR OREGON

WITNESS my hand and official seal.

WITNESS my hand and official seal.

Notary's signature
My Commission Expires: _____
Stamp seal below

Notary's signature
My Commission Expires: _____
Stamp seal below

(Grantor's Name and Address)

City of Oregon City
625 Center Street
P.O. Box 3040
Oregon City, OR 97045-0304
(Grantee's Name and Address)

Accepted on behalf of the City of Oregon City on the
condition that the easement granted is free and clear
from any taxes, liens, and encumbrances.

Mayor

City Recorder

PDX_DOCS:449721.3 [34758-05700]

Temporary Easement for Work Area (3 years or duration of Project, whichever is sooner)

A parcel of land lying in the NE¼ of Section 29 and the NW¼ of Section 29, Township 2 South, Range 2 East of the W.M., Clackamas County, Oregon and being a portion of those certain tracts of land described in that Warranty Deed - Statutory Form to Metropolitan Service District of Portland, Oregon recorded June 30, 1977 in Instrument Number 77-25593, of the Official Records of Clackamas County, Oregon.

Said parcel being that portion of said property lying within the following described tract:

Beginning at a point opposite and 88.00 feet Westerly of Engineer's Station "W" 268+40.00 on the relocated center line of Washington Street; thence in a straight line to a point opposite and 83.00 feet Westerly of Engineer's Station "W" 268+85.00 on said center line; thence in a straight line to a point opposite and 67.00 feet Westerly of Engineer's Station "W" 269+25.00 on said center line; thence in a straight line to a point opposite and 69.00 feet Westerly of Engineer's Station "W" 269+48.00 on said center line; thence in a straight line to a point opposite and 57.00 feet Westerly of Engineer's Station "W" 269+73.00 on said center line; thence in a straight line to a point opposite and 46.00 feet Westerly of Engineer's Station "W" 270+50.00 on said center line; thence in a straight line to a point opposite and 47.00 feet Westerly of Engineer's Station "W" 270+70.00 on said center line; thence in a straight line to a point opposite and 43.00 feet Westerly of Engineer's Station "W" 271+47.00 on said center line; thence in a straight line to a point opposite and 60.00 feet Westerly of Engineer's Station "W" 271+64.50 on said center line; thence in a straight line to a point opposite and 98.00 feet Northwesternly of Engineer's Station "W" 272+18.00 on said center line; thence in a straight line to a point opposite and 72.00 feet Northwesternly of Engineer's Station "W" 272+18.00 on said center line; thence in a straight line to a point opposite and 33.50 feet Westerly of Engineer's Station "W" 271+51.00 on said center line; thence in a straight line to a point opposite and 41.00 feet Westerly of Engineer's Station "W" 269+82.00 on said center line; thence in a straight line to a point opposite and 35.00 feet Westerly of Engineer's Station "W" 268+78.00 on said center line; thence in a straight line to a point opposite and 88.00 feet Westerly of Engineer's Station "W" 268+40.00 on said center line and the point of beginning.

The center line of relocated Washington Street referred to herein is described as follows:

Beginning at Engineer's center line Station "W" 250+02.92, said Station being North 66°48'26" East, 1941.22 of the Quarter Corner common to Sections 20 and 29, Township 2 South, Range 2 East of the W.M, thence South 29°57'00" West 812.61 feet; thence along a 1527.89 foot radius curve to the right (the long chord of which bears South 36°55'36" West, 371.17 feet) 372.09 feet; thence South 43°54'12" West 497.33 feet;

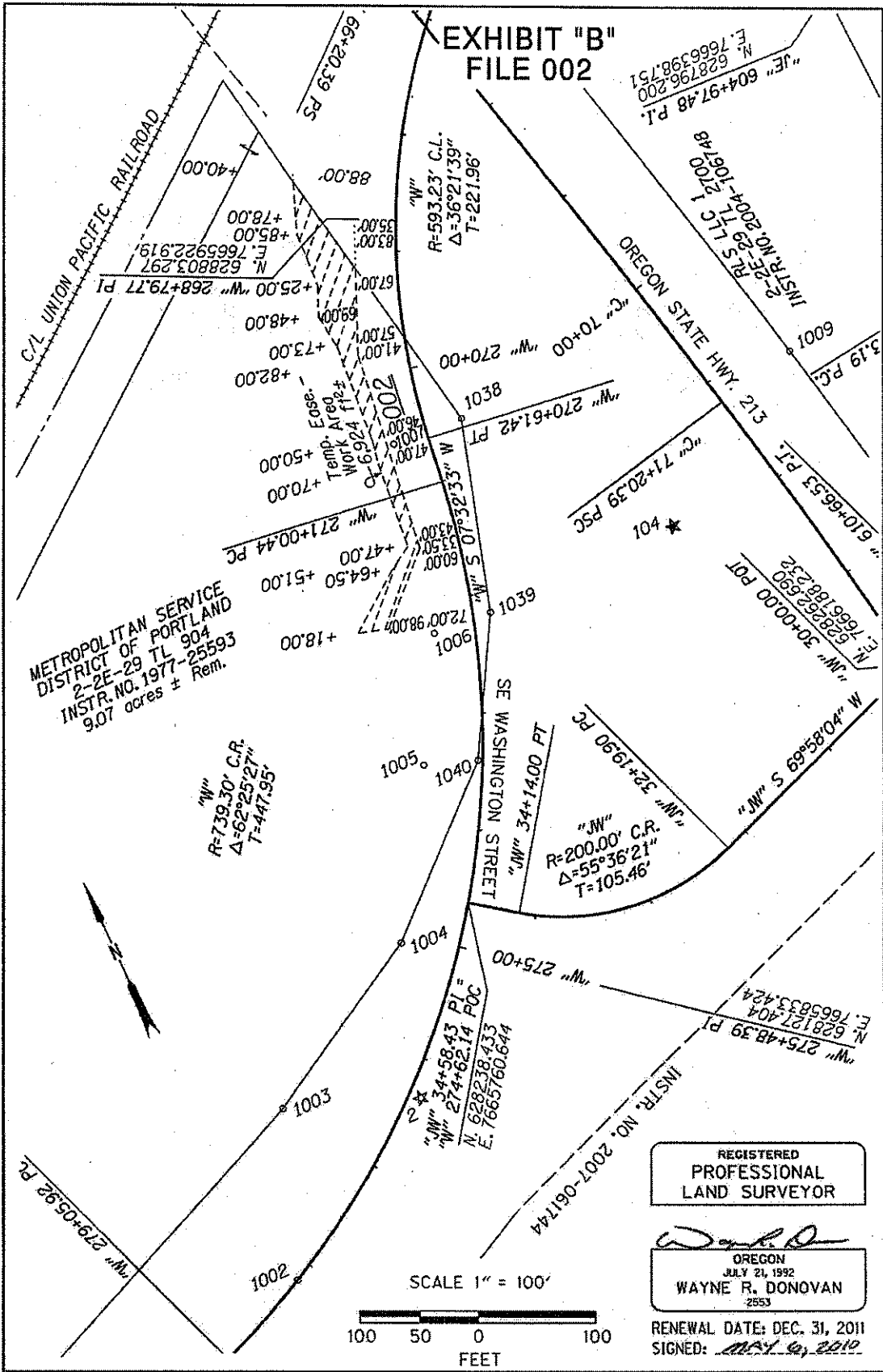
thence along a 593.23 foot radius curve to the left (the long chord of which bears South 25°43'23" West, 370.19 feet) 376.47 feet; thence South 07°32'33" West 39.02 feet; thence along a 739.30 foot radius curve to the right (the long chord of which bears South 38°45'17" West, 766.22 feet) 805.47 feet; thence South 69°58'00" West 183.94 feet to Engineer's center line Station "W" 280+89.86, said station being South 00°15'46" West 1627.38 feet from said Quarter Corner common to Sections 20 and 29.

Bearings are based upon the Oregon State Plane Coordinate System 1983 (CORS 96) Epoch 2002, North Zone.

This parcel of land contains 6,924 Square Feet, more or less.



RENEWAL DATE: 12/31/11
SIGNED: MAY 6, 2010



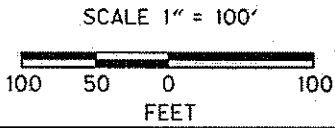
**EXHIBIT "B"
FILE 002**

METROPOLITAN SERVICE
DISTRICT OF PORTLAND
2-2E-29 TL 904
INSTR. NO. 1977-25593
9.07 acres ± Rem.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Wayne R. Donovan
OREGON
JULY 21, 1992
WAYNE R. DONOVAN
2553

RENEWAL DATE: DEC. 31, 2011
SIGNED: *Wayne R. Donovan*



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CITY OF OREGON CITY			
SECTION	OR 213: I-205 TO REDLANDS ROAD O'XING JUG HANDLE IMPROVEMENTS		
DRG. NO.	FILE 002	METRO	
HIGHWAY	OR 213	KEY NO.	16322
COUNTY	CLACKAMAS COUNTY		
SCALE :	1"=100'	DATE :	MAY 6, 2010

LEGEND

Temp. Ease. for Work Area 6,924 ft². ±

CONSULTING ENGINEERS
www.obec.com