

BEFORE THE CONTRACT REVIEW BOARD
OF METRO

FOR THE PURPOSE OF AUTHORIZING) RESOLUTION NO. 94-1936
AN EXEMPTION TO METRO CODE CHAPTER)
2.04.041 (c) COMPETITIVE BIDDING) Introduced by Rena Cusma,
PROCEDURES AND AUTHORIZING A SOLE) Executive Officer
SOURCE CONTRACT WITH THE)
40-MILE LOOP LAND TRUST)

WHEREAS, the Metropolitan Greenspaces Master Plan states that the planning and development of a regional trails and greenway system is an integral component of a regional system of parks and natural areas; and

WHEREAS, the Metropolitan Greenspaces Program has outlined a four-phase approach for inventorying, mapping, preserving, protecting and acquiring natural areas; and

WHEREAS, the Metropolitan Greenspaces Master Plan calls for an interconnected system of parks, natural areas, and greenspaces connected by a system of trails, greenways and bikeways; and

WHEREAS, by Metro Council Resolution No. 93-1872, the Peninsula Crossing Trail which is located in north Portland, was deemed to be a trail of regional significance and added to the Greenspaces Master Plan and trails system map; and

WHEREAS, Metro's Regional Trails Working Group, the city of Portland Parks Bureau, 40-Mile Loop Land Trust, and various neighborhood organizations are working with staff in Metro's Regional Parks and Greenspaces Department to conduct a feasibility study as to the how a trail could be planned and constructed; and

WHEREAS, Metro will carry out an extensive public involvement effort to inform and involve adjacent property owners and the north

Portland community of trail planning efforts for the Peninsula Crossing Trail; and

WHEREAS, the 40-Mile Loop Land Trust is uniquely qualified to work on trail planning and development projects in an urban environment; and

WHEREAS, the 40-Mile Loop Land Trust's objectives include the planning and development of a regional system of trails, in which inter-regional and regional trails are connected to local and neighborhood trails; and

WHEREAS, the 40-Mile Loop Land Trust has unique experience and a proven track record in the development of the Greenspaces Master Plan and regional trails system; and

WHEREAS, the 40-Mile Loop Land Trust has been a unique private partner and crucial to the successful planning, fundraising and development/construction of the 40-Mile Loop Trail (now closer to 140 miles), Springwater Corridor (16 miles) and other trail links in the regional system; and

WHEREAS, the 40-Mile Loop Land Trust works with Metro, local agencies, other nonprofit organizations, neighborhood organizations, businesses and citizens in the planning and protection of trail corridors, and development and construction of trails; and

WHEREAS, the 40-Mile Loop Land Trust has access to and is eligible to apply for grants and technical assistance from nationally recognized trail/greenway advocacy organizations, foundations and corporations and resource people in the field of trails and greenways planning; and

WHEREAS, the 40-Mile Loop Land Trust is a cooperator in the Metropolitan Greenspaces Program; and

WHEREAS, the 40-Mile Loop Land Trust is the only nonprofit trails organization in Metro's region able to match the requirements needed to carry out the Peninsula Crossing Trail feasibility study, and for organizing public, private, corporate, foundation and governmental support, including fundraising for the feasibility study; and

WHEREAS, Metro Regional Parks and Greenspaces proposes a \$30,000 Peninsula Crossing Trail Feasibility Study with contributions of \$2,500 from the Regional Parks and Expo Fund (Greenspaces Planning) and \$2,500 from the Smith and Bybee Lakes Trust Fund, and with the balance to be solicited from other governmental agencies, nonprofit organizations, and the private sector; and

WHEREAS, an exemption from competitive bidding would allow the execution of a sole source contract with the 40-Mile Loop Land Trust to perform the study; and

WHEREAS, it is unlikely that such exemption will encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts; and

WHEREAS, the awarding of public contracts pursuant to the exemption will result in substantial cost savings to the public contract agency, now, therefore,

BE IT RESOLVED,

That based on the findings attached as Exhibit "A" and incorporated herein, the Metro Contract Review Board hereby exempts Contract No. 903647, for a Peninsula Crossing Trail Feasibility Study from the competitive bidding requirements and authorizes the Executive

Officer to execute a sole source, multi-year contract with the 40-Mile Loop Land Trust pursuant to sections 2.04.041(c), 2.04.060(a), and 2.04.033(a)(1), respectively, of the Metro Code.

ADOPTED by the Contract Review Board of Metro, this 26th day of

May 1994.



Judy Wyers, Presiding Officer

EXHIBIT "A"

The Contract Review Board has considered the staff presentation in consideration of this Resolution and makes the following findings of fact:

1. Regional Parks and Greenspaces Department has a need for technical services, planning, public and private fundraising, and community outreach for its regional trails and greenways program as detailed in the Greenspaces Master Plan, including carrying out a feasibility study for the Peninsula Crossing Trail in north Portland.
2. Regional Parks and Greenspaces Department has a need for a uniquely qualified partner in the development of a fund raising strategy, including eligibility for and applying for private contributions, corporate and foundation grants to fund the feasibility study.
3. The 40-Mile Loop Land Trust's and its Master Plan's key objectives include: planning for and supporting the creation of a trail and open space system that connects existing parks and greenspaces for the region's citizens; and having the 40-Mile Loop serve as a hub for inter-regional and regional trails, connecting neighborhoods to regionally significant natural areas, including sites owned and operated by Metro.
4. The objectives of The 40-Mile Loop Land Trust in trails and open space planning/development are consistent with those of Metro and its Greenspaces Master Plan and trails system map. Activities of the 40-Mile Loop Land Trust would be complementary to Metro's trails planning efforts, particularly for the 40-Mile Loop Trail and Peninsula Crossing Trail which are crucial segments in the overall regional loop trail system.
5. The 40-Mile Loop Land Trust is uniquely qualified because it and its board members and resource people have carried out trails planning, fundraising, community outreach, feasibility studies and master plans including development of design standards, signage guidelines for more than ten years. The plans and guidelines have been used by the cities of Portland and Gresham. Metro staff has observed the trust's expertise and success in working with localities, property owners, citizens, and community groups during the past six years and at a recent public workshop on the Peninsula Crossing Trail held in the north Portland area.
6. The 40-Mile Loop Land Trust has offered to advise and assist Metro in various community outreach activities related to the feasibility study, including hosting a tour of the 40-Mile Loop and Peninsula Crossing Trail for adjacent property owners and north Portland citizens and attending community meetings

and workshops. The trust has experience in such activities, particularly in its work on the Springwater Corridor with the cities of Gresham, Milwaukie and Portland, and Multnomah and Clackamas counties, and Oregon State Parks.

7. The 40-Mile Loop Land Trust will administer funds received by Metro and other public/private agencies to carry out a feasibility study for the Peninsula Crossing Trail. The land trust will seek proposals from qualified consultants to carry out the study. Metro will have input in this selection process and serve on the consultant review and selection panel.
8. It is unlikely that this exemption will encourage favoritism or diminish competition for public contracts because: 1) the strong public/private partnership necessary required to successfully raise funds and carry out the feasibility study will limit prospective bidders from participating, and application of The 40-Mile Loop Land Trust's expertise to this project will provide expanded opportunities for public contracts in the future, and 2) the various funding sources for this project recognize The 40-Mile Loop Land Trust's expertise as part of their support and approval of funds for the feasibility study.
9. The award of this public contract based on exemption from competitive bidding will result in substantial cost savings to Metro and other public agencies because of the efficiencies created by the 40-Mile Loop Land Trust's access and eligibility to seek funds from private and corporate donors, foundations, and local businesses, including engineering firms willing to donate professional services for the feasibility study. The Land Trust can also access nationally recognized organizations and experts in the field of trails and greenways planning.

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, located at 600 N.E. Grand Avenue, Portland, OR 97232-2736, and 40-Mile Loop Land Trust, referred to herein as "Contractor," located at c/o Mel Stout, David Evans & Associates, 2828 SW Corbett, Portland, Oregon, 97201.

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

1. **Duration.** This personal services agreement shall be effective June 1, 1994 and shall remain in effect until and including June 30, 1995, unless terminated or extended as provided in this Agreement.
2. **Scope of Work.** Contractor shall provide all services and materials specified in the attached "Exhibit A -- Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.
3. **Payment.** Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed FIVE THOUSAND AND 00/100THS DOLLARS (\$5,000.00).
4. **Insurance.**
 - a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
 - (1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability. The policy must be endorsed with contractual liability coverage; and
 - (2) Automobile bodily injury and property damage liability insurance.
 - b. Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.
 - c. Metro, its elected officials, departments, employees, and agents shall be named as **ADDITIONAL INSURED**S. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.

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

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

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

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

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

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

9. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses

necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

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

11. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapter 279, and the recycling provisions of ORS 279.545 - 279.650, to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.

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

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

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

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

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

METRO

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A
Scope of Work / Terms of Payment

Attachment 1 of this agreement specifies the work plan and products to be completed by the contractor.

Project completion date is June 30, 1995.

Contract amount not to exceed \$5,000 (\$2,500 from Smith and Bybee Lakes Trust Fund and \$2,500 from Greenspaces Planning and Capital Development). Contract amount payable upon receipt of products stated in Attachment 1 and upon approval of Metro Greenspaces Division Manager.

Total cost of the feasibility study is estimated at \$30,000. Metro Regional Parks and Greenspaces Department staff will coordinate fundraising efforts with organizations and agencies in order to secure contributions from the following:

Metro Greenspaces	\$2,500
Smith and Bybee Lakes Trust Fund (funding approved)	\$2,500
North Portland Enhancement Committee (NPEC)	\$2,500
Portland General Electric (funding approved)	\$1,000
The Conservation Fund, Arlington, VA (funding approved)	\$1,000
Portland Parks and Recreation	\$2,500
Portland Department of Transportation	\$6,500
Portland Bureau of Environmental Services,	
Columbia Wastewater Treatment Plant Headworks Project	\$6,500
Donated Engineering Services from Private Vendor (In-kind)	\$5,000
Total	\$30,000

Metro Regional Parks and Greenspaces staff will participate in the selection of a consultant for this project by serving on a panel which will interview, select and oversee the consultant.

The Peninsula Crossing Trail Committee consisting of neighborhood representatives, City of Portland staff, Metro staff, and Councilor Sandi Hansen will communicate with adjacent property owners and renters, and citizens/businesses in the adjoining neighborhoods to involve them in the study. The Peninsula Crossing Trail Committee will serve as liaison between the community and the selected consultant for this project.

Attachment 1
Penninsula Crossing Trail Feasibility Study

Scope of Work
Work Plan and Products

1. Title search of land within and abutting the right of way, taking into consideration easement issues such as the gas line, Portland's unimproved Carey Blvd., adjacent land owned by the city or private property owners.
2. Mapping of trail corridor and all adjacent properties and properties within one-half mile (land use, zoning, utility and other easements, etc.)
3. Detailed planning, preliminary engineering to develop the trail in the right of way, including meeting all Americans with Disabilities Act (ADA) requirements.
4. Cost estimates for trail development and construction (e.g. grading, paving, plantings/vegetation, fencing, street crossings, lighting, benches, etc.)
5. Coordination with Peninsula Crossing Trail Committee, Metro, Portland Parks/Environmental Services/Transportation/Planning, ODOT, Port of Portland, and other affected government agencies as identified, neighborhood organizations, affected property owners, and citizens and businesses in the north Portland area.
6. Slough crossing plan and cost estimates, including a potential new bridge over the slough.
7. Developing the trail across the Columbia Wastewater Treatment Plant land.
8. Identify and plan the connection of the trail to Smith and Bybee Lakes and the future Interpretive Center as well as the connection of the trail to the Willamette Greenway.
9. Provide schematics and designs of the trail.
10. Develop a Operations and Maintenance Plan, including which agency shall own and maintain the trail.
11. Provide a fundraising plan and strategy for obtaining funds to develop the trail.

**Smith & Bybee Lakes Natural Area
Management Committee**

coordinated by:

Metro

Ed Washington, Chair
600 N.E. Grand Avenue
Portland, Oregon 97232-2736
503/797-1750

Sandi Hansen, Chair
Regional Facilities Committee
Metro Council

April 7, 1994

Dear Councilor Hansen:

On March 29, 1994, the Smith and Bybee Lakes Management Committee voted unanimously to commit \$2,500 from the Lakes Trust Fund to the feasibility study of establishing the Peninsula Crossing Trail. This proposed trail was viewed by the committee as an important link between the Smith and Bybee Lakes Natural Area and the surrounding community and region.

This commitment of funds is a contribution to the collective effort of other agencies (i.e. Metro Parks & Greenspaces, PGE, City of Portland) and non-profits (i.e. The Conservation Fund, 40-Mile Loop Trust). The feasibility study will be conducted under the auspices of the 40-Mile Loop Land Trust, the more qualified group for conducting the feasibility of establishing this vital link in the regional trail system.

Please consider releasing a contract to the 40-Mile Loop Land Trust for conducting the feasibility study for establishing the Peninsula Crossing Trail.

Sincerely,



Jim Morgan
Regional Parks & Greenspaces

PORTLAND PARKS AND RECREATION



1120 SW FIFTH AVE, SUITE 1302, PORTLAND, OREGON 97204-1933

TELEPHONE (503) 823-2223

FACSIMILE (503) 823-5297



CHARLIE HALES, COMMISSIONER

CHARLES JORDAN, DIRECTOR

April 14, 1994

TO: Mel Huie
Metro Greenspaces

FROM: Jim Sjulín
Natural Resources Program

RE: Funding Request for Peninsula Crossing Feasibility Study.

The requested contribution of \$2,500 from Portland Parks has been approved (see attached).

Please submit an invoice to Dennis Choquette, Parks Accounting, Bldg. 106, Room 1302.

c: Pam Arden, 40 Mile Loop Land Trust
Jim Morgan, Metro Greenspaces
Dennis Choquette, Parks Accounting

PORTLAND PARKS AND RECREATION



1120 SW FIFTH AVE, SUITE 1302, PORTLAND, OREGON 97204-1933

TELEPHONE (503) 823-2223

FACSIMILE (503) 823-5297



CHARLIE HALES, COMMISSIONER

CHARLES JORDAN, DIRECTOR

April 7, 1994

TO: David Judd
Deputy Director

FROM: Jim Sjulín 
Natural Resources Program

RE: \$2,500 request from Portland Parks Trust Fund for Peninsula Crossing
Trail feasibility study.

Jim,

Your request is approved
Pls cc this memo to Font

Dennis C. + John S.

Thanks
DJ

I believe that I've talked to you about the Peninsula Crossing trail project that the 40 Mile Loop Land Trust is pursuing. Essentially, this is a very exciting urban trail project which would connect the 40 Mile Loop trail system from the Smith & Bybee Lakes area to the Willamette Greenway at the PDC/McCormick & Baxter site. The trail is able to do this by following a City of Portland street right-of-way (N. Carey Blvd.) for 2+ miles. I do have a growing file of additional information if you'd like to learn more.

Needed is a feasibility study so that the project can be ready to go for the next round of ISTEAA or CMAQ funding. Even though the trail follows street right-of-way for over 90% of the distance, a bridge across the Columbia Slough is needed, permission will be needed from the railroad to achieve the desired connection to the Greenway, and street crossings and concerns from adjoining neighbors will need to be addressed.

Enclosed is an update of the funding picture for the \$30,000 feasibility study. I have checked funding sources that have committed. I have been active in the development of the funding plan and assisted Pam Arden with the grant request to The Conservation Fund.

It's time for Portland Parks to commit \$2,500 to the cause. I trust that the leverage provided by all the outside funding will make a good case for this amount from the Portland Parks Trust Fund. In fact, I would appreciate knowing if I have been too conservative in my request.

THE CONSERVATION FUND

1800 NORTH KENT STREET, SUITE 1120
ARLINGTON, VIRGINIA 22209
(703) 525-6300
FAX (703) 525-4610

April 6, 1994

Bob Akers
40 Mile Loop Land Trust
c/o Steel Rives Boley & Grey
900 S.W. 5th Ave., Suite 2300
Portland, OR 97204

Dear Mr. Akers:

It is my pleasure to inform you that the Awards Committee of the American Greenways DuPont Award Program has approved a grant of \$ 1000 to support your greenway project. Your application was selected from the more than 230 proposals that we received from groups and organizations working on local greenway projects around the country.

The funding for your award was made possible through the generous support of DuPont and is administered by The Conservation Fund in partnership with DuPont and the National Geographic Society.

We encourage you to draw attention to this award by contacting the media, local officials and your congressional representatives. A sample press release is enclosed for you to tailor to your circumstances and distribute as soon as possible.

A check in the amount of the grant will be sent to you once we receive an executed copy of this letter. This grant is subject to your agreement to the following terms and conditions:

1. To use the grant funds solely for the project described in your proposal.
2. To provide a minimum of 5 color slides that illustrate the purpose and nature of your project and the character of your greenway, and to give The Conservation Fund a nonexclusive right to use and to reproduce these slides to describe your project.
3. To acknowledge the sponsorship and financial support of The Conservation Fund and DuPont in public appearances, presentations, written materials, interviews, and any other works relating to the project created with grant funds, and to provide The Conservation Fund with copies of all written or audio visual materials that mention or relate to the project.

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award letter

4. We encourage you to personally thank DuPont for their generosity. To do this you can write to E.S. Woolard, Jr., Chairman, DuPont Corp., 1007 Market Street, Wilmington, Delaware 19898.

Please return a signed copy of this letter to me and keep the other copy for your own records.

On behalf of The Conservation Fund, I wish you every success in this important conservation endeavor.

Sincerely yours,

Edward T. McMahon
Director, American Greenways

ACCEPTED AND AGREED:

Date: _____

cc: Mel Huie

**American Greenways DuPont Awards
Grant Recipients 1994**

Pima Trails Association, Tucson, AZ

To facilitate the founding of the Arizona Trail Association.

Ridgway Santa Rosa Creek Club, Santa Rosa, CA

To create an audio-visual video/slide show as part of the environmental project for the Santa Rosa Creek Trail.

Adams County Trails and Open Space Foundation Inc., Henderson, CO

To produce a map and other graphics for an informational brochure on greenways in Adams County.

East Haddam Land Trust, Inc., East Haddam, CT

To hire a contractor to map greenways in the East Haddam area.

Green-Links, New Canaan, CT

To plan and construct a Green-Links trail through a wooded area.

Northern Delaware Greenway Council, Inc., Wilmington, DE

To print and publish the Northern Delaware Greenway Comprehensive Implementation Plan.

Nanticoke Watershed Preservation Committee, Seaford, DE

To create a professional display to educate the public about the values of greenways and natural heritage in Delaware.

Rails to Trails Conservancy, Tallahassee, FL

To develop, promote and host an open workshop for citizens to discuss rail-trail design issues in the area.

Scrub Land Trust Inc., Melbourne, FL

To support workshop on the comprehensive effort to enhance a natural wildlife corridor that has been impacted by development.

Corkscrew Regional Ecosystem Watershed Trust, Bonita Springs, FL

To produce a public awareness display on area greenways which will be exhibited at the Southwest Florida International Airport.

Georgia Wildlife Federation, Conyers, GA

To develop, publish and distribute a full color brochure to raise public understanding and appreciation of the Alcovy Greenway.

Bikeways Maui, Inc., Kihei, HI

To offer a clearinghouse for greenway activities and enhance awareness of specific projects as part of an island-wide greenway system.

Openlands Project, Chicago, IL

To produce a 12-page publication on the economic benefits of protecting greenways.

Fox Valley Land Foundation, Elgin, IL

To supply volunteers with equipment and materials for stewardship work which will preserve and upgrade railroad prairies.

Grand Cal Task Force, Whiting, IN

To develop interpretive signage on greenways, wetlands, and wildlife along the Grand Calumet River banks.

Friends of the Lake and Wyandotte County Parks Inc., Kansas City, KS
To provide interpretive signs for a multipurpose trail.

Great Barrington Land Conservancy, Great Barrington, MA
To develop a right-of-way trail protection plan for the Housatonic River Walk.

Organization for the Assabet River, Concord, MA
To fund early stages of planning and design of the Assabet Valley Greenway River n' Rail Trail.

Coalition for the Capital Crescent Trail, Bethesda, MD
To develop an attractive, well-designed and landscaped trailhead.

Baltimore City Dept. of Recreation and Parks, Baltimore, MD
To design an informational map/brochure for the Gwynns Falls Greenway.

Portland Trails, Portland, ME
To produce a professional display which will showcase interpretive information about the importance of greenways.

Northwest Michigan RC&D Council Inc., Traverse City, MI
To hold a series of 6 public workshops to discuss the Grand Traverse Bay Watershed greenway initiative.

Midtown Greenway Coalition, Minneapolis, MN
To conduct an Inter-neighborhood Visioning Conference for the Midtown Greenway.

St. Charles County Greenway Network, St. Charles, MO
To establish an environmental area at the confluence of the Mississippi and Missouri Rivers.

Mount Helena Ridge Planning Group, Helena, MT
To assist in the development of a user survey in Mt. Helena Park and materials to be used for the management plan.

Greenville Greenways Committee, Greenville, NC
To develop an illustrative master plan for a key greenway segment along an urban stream corridor.

Mt. Washington Valley Economic Council, North Conway, NH
To develop a brochure and map and purchase signage to promote the use of greenways.

Greater Newark Conservancy, Newark, NJ
To develop and print tri-lingual literature for community outreach associated with the Van Buren Greenway Project.

Village of Clyde, Clyde, NY
To purchase 3.19 acres of abandoned railroad property along the Erie Canal Corridor for a hike/bike path.

Tompkins County Greenway Coalition, Ithaca, NY
To publish and distribute a conceptual plan for a county-wide greenway system.

New York - New Jersey Trail Conference, New York, NY
To plan and develop a 200-mile Highlands Trail System as part of a larger greenway system extending from NY to NJ.

East Coast Greenway Alliance, New York, NY
To map route options in each state and produce a brochure.

Saratoga County Heritage Trails Committee, Round Lake, NY

To design appropriate signage for the bicycle/pedestrian section of the Saratoga Springs Recreational Trail System.

Clintonville Area Commission, Columbus, OH

To produce a residents handbook and informational display relating to the Ravine Protection Project.

* **40 Mile Loop Land Trust, Portland, OR**

To produce a feasibility study for the Peninsula Crossing Trail, a 2.3 mile urban bicycle/pedestrian path and bridge.

Pennsylvania Environmental Council, Wilkes-Barre, PA

To design an illustrative greenways opportunities map of the Wyoming Valley.

Friends of the Atglen-Susquehanna Trail, Inc., Quarryville, PA

To conduct an environmental assessment of a 23 mile abandoned rail corridor.

Moraine Preservation Fund, Zelienople, PA

To conduct title search, survey work and cartography.

Pulaski Middle School, Chester, PA

To develop and disseminate an activity workbook for a student built environmental/ecological field station.

Bucks County Audubon Society, New Hope, PA

To develop public access to a stream corridor and land newly acquired by the Bucks County Audubon Society.

Metro Greenways Commission, Nashville, TN

To publish a brochure which will promote the concept of greenways countywide.

South Chickamauga Creek Greenway Alliance, Chattanooga, TN

To conduct an environmental survey and provide a conceptual Landscape Master Plan.

Friends of Village Creek, Kennedale, TX

To file for 501(c)(3) non-profit status and initiate a greenway plan.

Austin Parks Foundation, Austin, TX

To design and produce a map of the Barton Creek Greenbelt.

Murray City Parks and Rec. Advisory Board, Murray, UT

To provide maps and educational literature on wildlife and riparian corridors to be placed at trailheads along the Jordan River Parkway.

Northern Virginia Planning District Commission, Annandale, VA

To assist in the planning for the alignment of the Potomac Heritage Trail in Northern Virginia.

Metro Richmond Greenways, Richmond, VA

To establish a greenway route along an abandoned trolley line in Hanover County.

Prince William Natural Resources Council, Inc., Woodbridge, VA

To develop a comprehensive greenways plan for the county.

National Committee for the New River, Blacksburg, VA

To assist in the completion of preliminary park designs on four sites along the Giles County Greenway.

Upper Valley Land Trust Inc., Norwich, VT

To coordinate the further development of the Connecticut River Primitive Campsites.

Cross-Vermont Trail Committee, Waterbury, VT

To produce and install trail markers and create a detailed base map for the Cross-Vermont Trail.

Logan Neighborhood Association, Spokane, WA

To produce and educational brochure on the Pearl St. Greenway.

Hansville Chamber of Commerce, Hansville, WA

To cover legal expenses involved in acquiring donated easements from adjacent landowners.

Washington Water Trails Association, Seattle, WA

To produce a series of Stewardship Workshops in the Puget Sound region to establish a dynamic stewardship program for the new water trail there.

Kinnickinnic River Land Trust, Inc., River Falls, WI

To map plant communities in the canyon area of the Kinnickinnic River Valley to identify endangered or threatened plants in the river corridor.

Mountain Resource Conservation & Development Area Inc., Fayetteville, WV

To conduct a series of meetings which bring together community leaders, business owners, and residents to discuss the issues related to zoning regulations, sign ordinances and alternative transportation.

Laramie Chamber of Commerce Greenway Committee, Laramie, WY

To modify an existing bridge over Spring Creek to allow wheelchair access to adjacent picnic and fishing areas.

DATE	DESCRIPTION	AMOUNT	DISCOUNT	NET	
03/16/94	CONTRIBUTION	16846	1,000.00	.00	1,000.00
<p>William (Andy) DeWyse LOCAL GOVT AFFAIRS SPECIALIST St. Helens 1771 Columbia Blvd St. Helens, OR 97051 503/397-4421 Fax: 503/464-7306</p> <p>PGE Portland General Electric 121 SW Salmon Street 1WTC-9 Portland, Oregon 97204 503/464-7620 Fax: 503/464-2354</p>					
<i>For Peninsula Crossing Trail</i>					
PLEASE DETACH BEFORE DEPOSITING		TOTALS ->	1,000.00	.00	1,000.00

FORM0002
Portland General Electric Co.
121 SW SALMON STREET
PORTLAND, OR 97204

6E-513672
Seafirst Bank
Disbursement Account
First Union National Bank
Chapel Hill, North Carolina
66-156
531

TO THE ORDER OF:
40 MILE LOOP LAND TRUST
2828 SW CORBETT
PORTLAND OR 97201

DATE 03/17/94
THIS CHECK MUST BE PRESENTED FOR
PAYMENT WITHIN NINETY DAYS FROM DATE

\$1,000.00

Portland General Electric Co.
John W. Heik

⑈0513672⑈ ⑆053101561⑆ 2079985266435⑈

PGE
RC 881
Portland General
121 S.W. Salmon
Portland, Oregon

PERSONAL

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 94-1936 AUTHORIZING A SOLE SOURCE EXEMPTION FROM COMPETITIVE BIDDING PURSUANT TO METRO CODE CHAPTER 2.04.041 (c) AND AUTHORIZING A SOLE SOURCE, MULTI-YEAR CONTRACT FOR THE PENINSULA CROSSING TRAIL FEASIBILITY STUDY WITH THE 40-MILE LOOP LAND TRUST

Date: May 18, 1994

Presented by: Mel Huie

FACTUAL BACKGROUND AND ANALYSIS

If approved, this resolution would allow Metro to enter into a sole source, multi-year contract with the 40-Mile Loop Land Trust (a nonprofit organization with IRS approved 501 (c) (3) status) to carry out a feasibility study for the proposed Peninsula Crossing Trail in north Portland. Metro's financial commitment under this sole source contract for the feasibility study would not exceed \$5,000 (\$2,500 from the Regional Parks and Expo Fund (Greenspaces Planning) and \$2,500 from the Smith and Bybee Lakes Trust Fund). The scope of work for the study is detailed in the attached contract.

The cost of the entire feasibility study is estimated at \$30,000. Contributions from other governmental agencies and private organizations are being sought. Metro Regional Parks and Greenspaces staff are coordinating fundraising efforts to complete the feasibility study.

Contributions for the feasibility study will be sought from:

- | | |
|--|---------|
| o Metro Greenspaces
(staff recommends funding) | \$2,500 |
| o Smith & Bybee Lakes Trust Fund
(committee has approved funding) | \$2,500 |
| o North Portland Enhancement
Committee (NPEC)
(application due May 19, 1994) | \$2,500 |
| o Portland General Electric
(funding approved) | \$1,000 |
| o The Conservation Fund
Arlington, VA
(funding approved) | \$1,000 |
| o Portland Parks and Recreation
(funding approved) | \$2,500 |
| o Portland Dept. of Transportation
(request to be made) | \$6,500 |
| o Portland Bureau of Environmental
Services, Columbia Wastewater
Treatment Plant Headworks Project
(request to be made) | \$6,500 |
| o Donated Engineering Services from
Private Vendor (in-kind services)
(request to be made) | \$5,000 |

\$30,000

The proposed Peninsula Crossing Trail is listed as a regionally significant trail in Metro's Greenspaces Master Plan and trails system map. The trail corridor runs parallel to (on the east side) and above the active Burlington Northern Railroad line which is in its own right of way which is below street level. The trail would follow the Carey Blvd. right-of-way owned by the city of Portland. Carey Blvd. was never developed into a street. It is unimproved and covered by grass and blackberry bushes. The corridor is approximately three miles long. The right-of-way easement is generally 50 feet, and in some places is 60 feet wide. In a few segments of the corridor one-half of the right-of-way was abandoned by the city and reverted to adjacent property owners.

The proposed trail would interconnect two major greenspace areas: On the south -- Willamette Blvd. and a proposed greenspace site on the river (undeveloped land owned by PDC), and eventually the entire Willamette Greenway -- to Smith and Bybee Lakes, the Columbia Slough and Columbia River on the north. The 40-Mile Loop, Marine Drive Trail and Kelly Point Park would be connected by the proposed trail as well.

The University of Portland campus, Holly Cross School, Roosevelt High School, George Middle School, Portsmouth School, and Astor School are within walking distance of the proposed trail.

The trail is of regional significance due to the fact that it interconnects the key natural areas, greenspaces, parks, and water bodies in north Portland. It directly ties together three regionally significant natural areas: the Willamette River and Greenway; Smith and Bybee Lakes Regional Park; and the Columbia River and Slough. It would also tie the north Portland area to the west side (Forest Park, Cornelius Pass, Washington County, Forest Grove, Hillsboro and Beaverton) via the St. Johns Bridge and proposed Burlington Northern Rails to Trail. Downtown Portland would be connected by the Willamette Greenway. Vancouver would be connected to north Portland via the 40-Mile Loop and I-5 bridge.

The communities of St. Johns, the north peninsula area, and northeast Portland will be connected by this trail. Industrial and commercial districts will be interconnected to residential areas. Recreational and transportation benefits will be derived from the trail. Commuters on bikes and pedestrians would find this trail user-friendly. Three Tri-Met bus lines cross the trail right of way.

In addition, the trail offers a major restoration opportunity in an area where large open spaces and natural areas are limited. The Greenspaces Master Plan calls for restoration activities to be undertaken in the North / Northeast Portland area. The Peninsula Crossing Trail could also be developed into a linear park. This trail meets that specific recommendation.

HOW THE IDEA WAS BROUGHT TO METRO'S ATTENTION

The trail proposal was brought to the Greenspaces Program's

attention by community based organizations in north Portland (Peninsula Trail Crossing Committee, 40-Mile Loop Land Trust, Smith and Bybee Lakes group and Kenton Neighborhood). Initial discussions on the proposed trail have involved Metro Smith and Bybee Lakes staff (Jim Morgan), Portland Parks/Environmental Services/Transportation bureaus and city bike program, Multnomah County, Port of Portland, North Portland Enhancement Committee staff and Greenspaces staff.

Councilor Sandi Hansen, and Pam Arden representing Multnomah County Commissioner Gary Hansen, Jim Sjulín of the Portland Parks and Recreation Bureau have requested that Metro add the Peninsula Crossing trail to the Greenspaces Master Plan and map.

The proposal was presented to and reviewed by the Greenspaces Trails and Greenways working group (9/21/93), Greenspaces Technical Advisory Committee (10/15/93), and Greenspaces Policy Advisory Committee (11/3/93). Each committee voted unanimously to recommend to the Metro Council that the Peninsula Crossing Trail is of regional significance and that it be added to the Greenspaces Master Plan and map. The Council amended the Master Plan by adding the trail corridor by Resolution No. 93-1872 in December 1993.

Inclusion in the Greenspaces Master Plan will assist in seeking federal, state, regional, local grants, as well as private contributions from foundations, corporations and individuals.

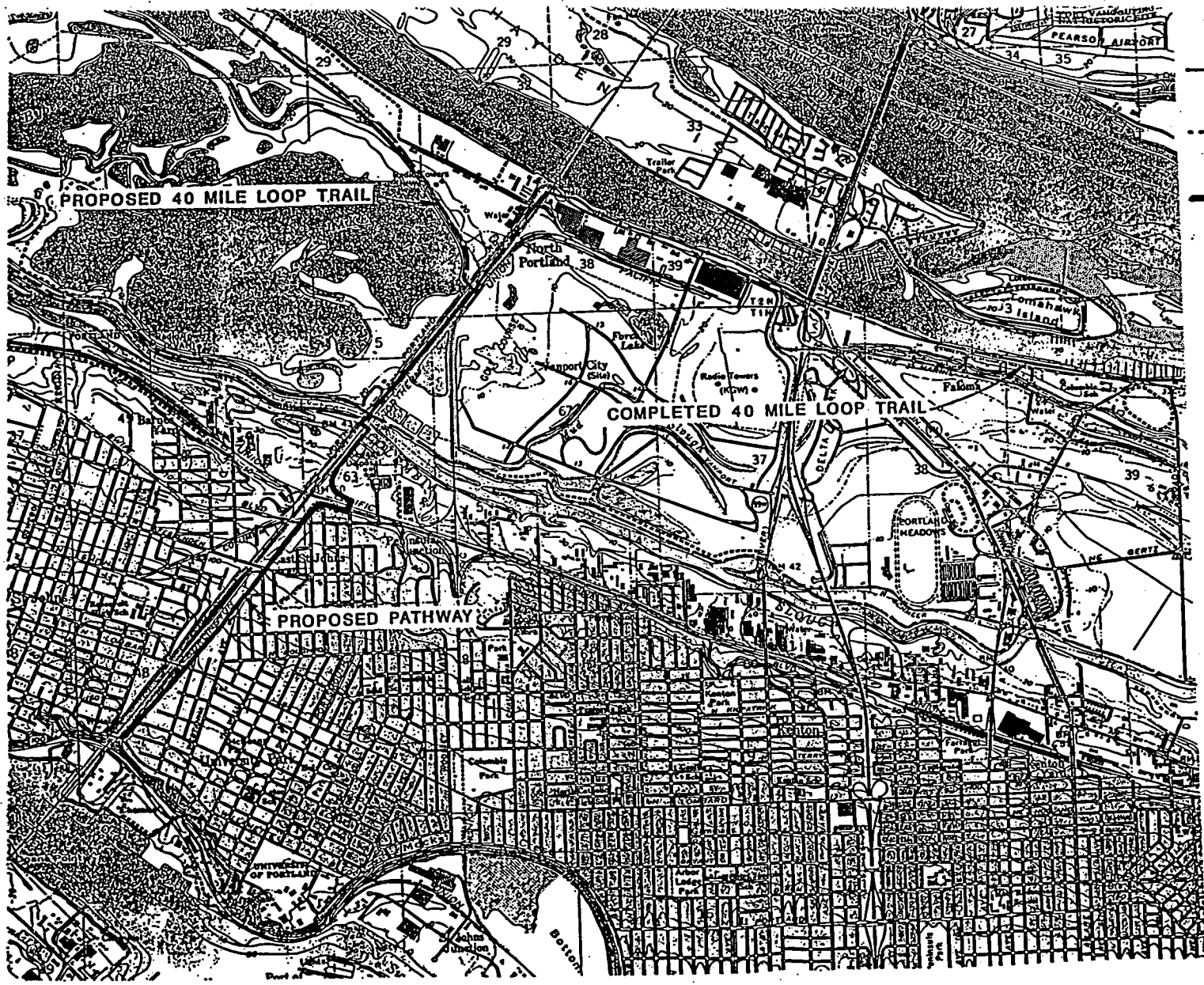
FEASIBILITY STUDY, MASTER PLAN AND IMPLEMENTATION

With the inclusion of the trail into the Greenspaces Master Plan, the 40 Mile Loop Land Trust and Peninsula Crossing Trail working group will undertake a feasibility study to outline all the planning and community involvement steps necessary to construct the trail. Issues to be addressed include detailed planning and design, title search, easement and property acquisition where necessary, preliminary engineering, road and slough crossings, fencing, sidewalk improvements, determining costs, fund raising plan and strategy, and operations and maintenance/management plan. Extensive citizen involvement activities and planning efforts with cooperating agencies will be required to realize the Peninsula Crossing Trail.

The 40-Mile Loop Land Trust is seeking funds to carry out the study. It will serve as the organization coordinating Requests for Proposals (RFPs), interviewing potential consultants, selecting the consultant, and monitoring the contract. Metro Parks and Greenspaces staff will serve on the consultant review and selection panel, and project management committee.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends approval of Resolution 94-1936.



LEGEND:

- COMPLETED 40 MILE LOOP TRAIL
- - - PROPOSED 40 MILE LOOP TRAIL
- PROPOSED PATHWAY

PROPOSED 40 MILE LOOP TRAIL

COMPLETED 40 MILE LOOP TRAIL

PROPOSED PATHWAY

REGIONAL FACILITIES COMMITTEE REPORT

RESOLUTION NO. 94-1936, AUTHORIZING AN EXEMPTION TO METRO CODE CHAPTER 2.04.041(c) COMPETITIVE BIDDING PROCEDURES AND AUTHORIZING A SOLE SOURCE CONTRACT WITH THE 40-MILE LOOP LAND TRUST

Date: May 19, 1994

Presented by: Councilor Gates

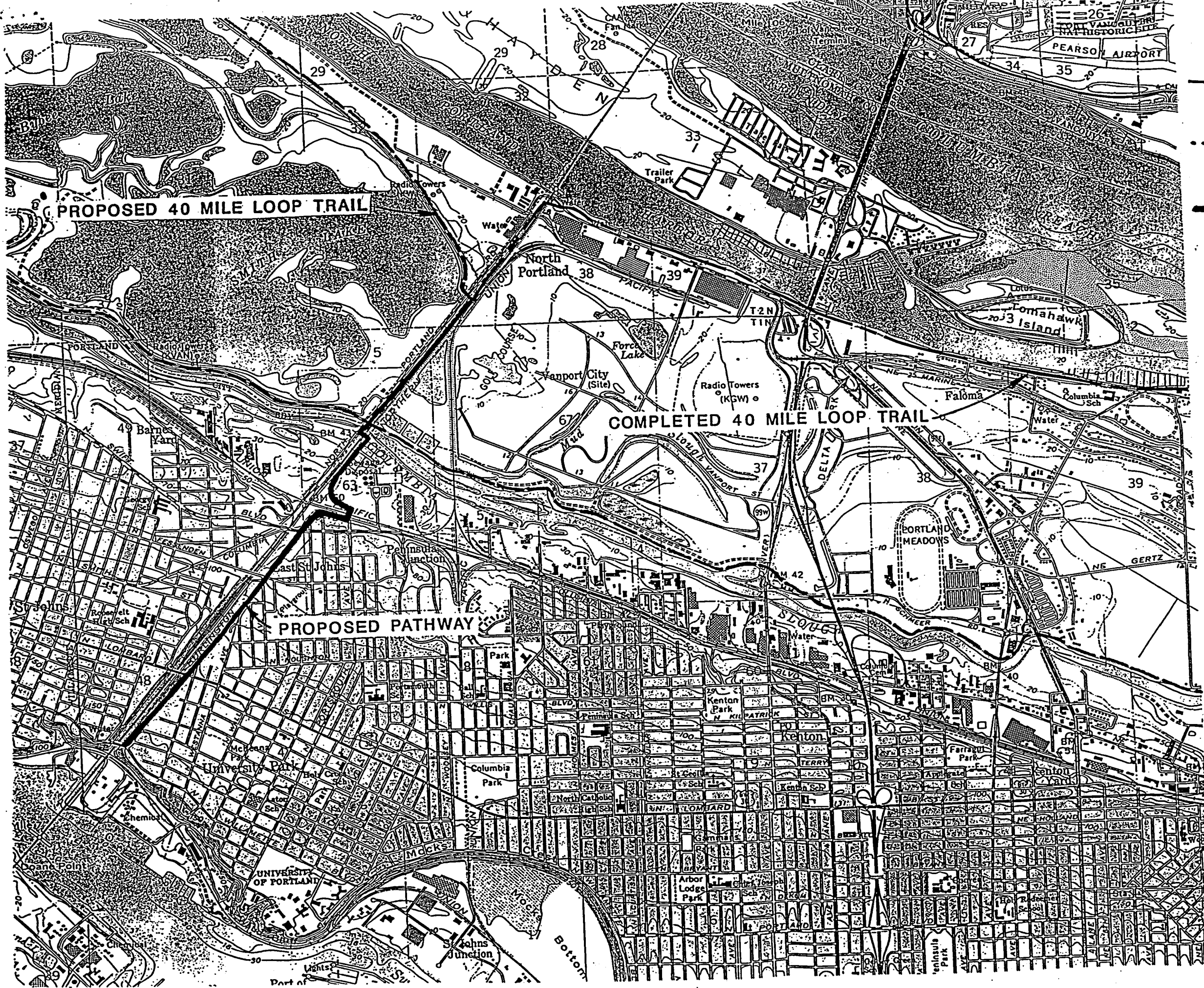
COMMITTEE RECOMMENDATION: At its May 18, 1994 meeting the Regional Facilities Committee voted 4-0 to recommend Contract Review Board adoption of Resolution No. 94-1936. Councilors Hansen, Gates, Moore and Washington voted in favor. Councilor McFarland was absent.

COMMITTEE DISCUSSION/ISSUES: Senior Regional Planner Mel Huie presented the staff report and narrated a slide presentation showing the Peninsula Crossing Trail. He described the route of the proposed trail and discussed its individual components. He said Metro's proposed share of the cost for the feasibility study is \$5,000 (of the \$30,000 total study cost), split equally between the Regional Parks & Expo Fund and the Smith & Bybee Lakes Trust Fund.

Councilor Moore asked if \$30,000 was an appropriate amount of money for this project, citing the Burlington Northern study which is of comparable cost (\$45,000) for a much longer trail. Mr. Huie said the costs of the engineering study for crossing the Columbia Slough added to the Peninsula Crossing Trail study total. Councilor Moore said her concern is that the funding for the Burlington Northern study might not be adequate. Mr. Huie said the estimate for the Burlington Northern study was on the conservative side, in part because it is not certain the line will be abandoned. Councilor Moore asked Mr. Huie the likelihood of receiving funding from the City of Portland's Office of Transportation. Mr. Huie said this trail is part of the city's bicycle plan, but added that this funding source was not secured. Staff is working to secure that funding through Commissioner Blumenauer's office.

LEGEND:

- COMPLETED 40 MILE LOOP TRAIL
- PROPOSED 40 MILE LOOP TRAIL
- PROPOSED PATHWAY



PROPOSED 40 MILE LOOP TRAIL

COMPLETED 40 MILE LOOP TRAIL

PROPOSED PATHWAY

Original for

94-1952
1936