

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING )	RESOLUTION NO. 98-2699
AN INTERGOVERNMENTAL AGREEMENT )	
WITH THE CITY OF PORTLAND )	
TO MANAGE THE WHITAKER PONDS )	Introduced by Mike Burton
MASTER PLAN AREA PROPERTIES )	Executive Officer

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

WHEREAS, in 1995, via Resolution 95-2159, Metro approved the Whitaker Ponds Concept Master Plan, which details the proposed restoration of the ponds as a natural area and environmental educational site for Portland; and

WHEREAS, Whitaker Ponds was identified as a local share project by Multnomah County, pursuant to Ballot Measure 26-26; and

WHEREAS, Metro has agreed to administer Multnomah County local share projects; and

WHEREAS, pursuant to Ballot Measure 26-26 and Resolution 96-2425, Metro purchased the former Espedal, Klein (jointly owned with BES), Krueger, Stickler and Talbert Properties, and accepted (jointly with BES) the donation of the former Hayes Property (hereafter, the "Whitaker Ponds Properties"), all identified to be priority lands for plan implementation in the Whitaker Ponds Concept Master Plan; and

WHEREAS, funds for the acquisition of the Whitaker Ponds Properties were provided by BES and the Multnomah County Natural Area Fund, in addition to Ballot Measure 26-26 and Multnomah County Local Share funding; and

WHEREAS, Ballot Measure 26-26 stated that Metro's Regional Parks and Greenspaces Department may operate and maintain the lands purchased pursuant to Measure 26-26, or other cooperative arrangements may be made with other jurisdictions or park providers to operate and maintain these lands consistent with the Greenspaces Master Plan; and

WHEREAS, Metro and Portland Parks wish to preserve the Whitaker Ponds Properties as open space in accordance with Ballot Measure 26-26, the Metro Greenspaces Master Plan, and the Whitaker Ponds Concept Master Plan; and

WHEREAS, BES owns the former Klein and Hayes parcels jointly with Metro, and is constructing a pollution reduction facility on the former Hayes property pursuant to an intergovernmental governmental Agreement (IGA) with Metro; and

WHEREAS, Portland Parks and BES wish to conduct educational and interpretive programs at Whitaker Ponds; and

WHEREAS, Portland Parks has agreed to accept responsibility for operation, maintenance and management of the Whitaker Ponds Properties and future Whitaker Ponds acquisitions, in accordance with Ballot Measure 26-26, the Metro Greenspaces Master Plan, and the Whitaker Ponds Concept Master Plan; and

WHEREAS, an IGA with Portland Parks and BES would benefit the properties and the public in general by: 1) providing increased care for the properties; 2) encouraging public natural area use; 3) allowing for environmental education opportunities; and 4) providing for partial implementation of the Whitaker Ponds Concept Master Plan; and

WHEREAS, such an IGA would set forth management, maintenance, and operation guidelines for Portland Parks and BES, requiring that the Whitaker Ponds Properties be managed primarily for habitat protection, natural resource restoration, and protection of water quality, including environmental education and recreation consistent with the goals set forth in the Whitaker Ponds Concept Master Plan, and the requirements set forth in Ballot Measure 26-26 and the Metro Greenspaces Master Plan, and

BE IT RESOLVED,

That the Metro Council authorizes the Metro Executive Officer to execute the Whitaker Ponds Properties IGA with Portland Parks and BES, attached hereto as Exhibit A, whereby the City of Portland will manage the Whitaker Ponds Properties and, potentially, additional properties to be acquired at Whitaker Ponds by Metro under the Whitaker Ponds Concept Master Plan.

ADOPTED by the Metro Council this 1<sup>ST</sup> day of OCTOBER,  
1998.

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

Approved as to Form:

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



**EXHIBIT A**  
**to Resolution No. 98-2699**

**INTERGOVERNMENTAL AGREEMENT**

**Whitaker Ponds Natural Area Properties**

This Intergovernmental Agreement ("Agreement") dated this \_\_\_\_\_ day of \_\_\_\_\_, 1998, is by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the 1992 Metro Charter, located at 600 Northeast Grand Avenue, Portland, Oregon, 97232-2736 ("Metro"), and the City of Portland, Bureau of Parks and Recreation, located at 1120 SW Fifth Avenue, Portland, Oregon, 97204 ("Parks"), and the City of Portland, Bureau of Environmental Services, located at 1120 SW Fifth Avenue, Portland, Oregon, 97204 ("BES").

**RECITALS:**

WHEREAS, Whitaker Ponds is located within the Columbia Slough Watershed, which was identified as a regionally significant Open Space in the Metro Greenspaces Master Plan and Metro Open Spaces, Parks and Streams 1995 Ballot Measure 26-26 ("Metro Open Spaces Bond Measure");

WHEREAS, pursuant to the Metro Open Spaces Bond Measure, Metro purchased with bond proceeds certain properties surrounding Whitaker Ponds in Northeast Portland, Oregon, as follows:

"Krueger Parcel" - 6938 N.E. 47th Ave.

Parcel 1: Lot 31, LONDON ACRES, in the City of Portland, County of Multnomah, and State of Oregon.

Parcel 2: A tract of land in the Northwest one-quarter of Section 18, Township 1 North, Range 2 East of Willamette Meridian, in the County of Multnomah, and State of Oregon, said tract lying adjacent to the Southeast corners of Lot 31, LONDON ACRES, a plat of record in said County and State, the tract being more particularly described as follows:

Beginning at the Southerly Southeast corner said Lot 31 and running thence North 03° 50' 25" East along the Southerly portion of the Easterly line of said Lot 31, 61.20 feet to an angle corner therein; thence South 78° 10' 00" East along the Easterly portion of the Southerly line of Lot 31, 67.95 feet to the Easterly Southeast corner thereof; thence South 01° 28' 00" West along the Southerly extension of the East line of said Lot 31, 48.86 feet to the Easterly extension of the South line of said Lot 331; thence North 88° 35' 00" West, 69.37 feet to the point of beginning.

"Espedal Parcel"

A tract of land in the Northeast one-quarter of Section 18, Township 1 North, Range 2 East of the Willamette Meridian, in the County of Multnomah, and State of Oregon, being more particularly described as follows:

Beginning at the Southeast corner of tract of land conveyed to Tom Dick Maltby by Deed recorded July 29, 1954, in Book 1672, page 508, being at a point on the division line of the East and West halves of the A. Whitaker Donation Land Claim, which point is North 0° 00' 50" West 1,561.19 feet from a boat spike in the center of NE Columbia Boulevard, and which is South 0° 00' 50" East 2,145.87 feet from a point on the North line of the A. Whitaker Donation Land Claim; thence North 69° 00' West along the center of the slough 469.95 feet; thence North 71° 00' West continuing along the center of the slough 197.48 feet; thence South 417.46 feet to a point in the center of another slough, which is the Northwest corner of the Beneich Tract referred to in Deed Book 962, page 117, Records of Multnomah County, Oregon; thence South 74° 44' 20" East 519.97 feet to the Northeast corner of said Beneich Tract; thence South 77° 02' 40" East 127.15 feet to a point that is North 0° 00' 50" West 314.00 feet from the Northeast corner of the Wolfe Tract referred to in Deed Book 737, page 27, Records of Multnomah County, Oregon, which point is also on the division line of the A. Whitaker Donation Land Claim; thence North 0° 00' 50" West 350/14 feet to the point of beginning.

"Hayes Parcel"

A tract of land in the Northwest one-quarter of Section 18, Township 1 North, Range 2 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, to-wit:

Beginning at the Southeast corner of Lot 34, LONDON ACRES, thence South 85° 28' 00" East, along the Northerly line of that certain tract of land described in Deed Book 612, page 1122, recorded April 4, 1968, Multnomah County Records, 34.90 feet to the Northeast corner of said Deed Book 612, page 1122 tract; thence South 00° 30' 27" West along the East line of said Deed Book 612, page 1122 tract, 182.71 feet to a 5/8 inch iron rod; thence North 88° 37' 38" West, 450.10 feet to the Southeast corner of Lot 29, LONDON ACRES; thence North 03° 50' 25" East along the East line of said LONDON ACRES; thence South 88° 37' 21" East along the Easterly extension of the South line of said Lot 31, a distance of 69/18 feet to the Southerly extension of the East line of said Lot 31; thence North 01° 26' 28" East along said Southerly extension, 48.23 feet to a Southerly Southwest corner of said Lot 34; thence tracing the South boundaries of said Lot 34 along the following courses: South 78° 10' 00" East 119/61 feet; thence South 01° 41' 00" West, 29.86 feet; thence South 85° 28' 00" East 217.51 feet to the point of beginning.



"Stickler Parcel" - 7008 N.E. 47th Ave.

Lot 32, LONDON ACRES, in the City of Portland, County of Multnomah, and State of Oregon.

"Klein Parcel"

Lot 34, LONDON ACRES, in the City of Portland, County of Multnomah, and State of Oregon.

"Talbert Parcel" - 7040 NE 47th Ave.

Lot 33, LONDON ACRES, in the City of Portland, County of Multnomah, and State of Oregon.

(hereafter referred to as the "Properties.")

WHEREAS, in 1995, Metro approved the Whitaker Ponds Concept Master Plan ("Master Plan"), attached as Exhibit A and incorporated herein, which details the proposed development of the ponds as a natural area and environmental educational site for Portland;

WHEREAS, in 1997, the City of Portland Parks and Recreation completed its Whitaker Ponds Technical Team Report ("Technical Team Report"), attached as Exhibit B and incorporated herein, studying the costs and feasibility of improving and maintaining the ponds as a natural area and environmental educational site for Portland;

WHEREAS, Metro and Parks wish to preserve the Whitaker Ponds Properties as open spaces in accordance with the Metro Open Spaces Bond Measure and the Metro Greenspaces Master Plan, and the Whitaker Ponds Concept Master Plan;

WHEREAS, BES has contributed funds to property acquisition at Whitaker Ponds, and is constructing a pollution reduction facility on the property described as the Hayes Parcel, above, and has agreed to maintain that facility;

WHEREAS, BES and Parks wish to conduct educational and interpretive programs at Whitaker Ponds;

WHEREAS, Metro, Parks and BES wish to enter into this Agreement to provide for the responsibilities and obligations of the parties with respect to the acquisition, allowable uses, maintenance and operation of these Whitaker Ponds Properties;

Now, therefore, the parties agree as follows:

**A. Acquisition**

Between August 9, 1995 and December 3, 1996, Metro acquired the Properties via donation and with funding from the Metro Open Spaces Bond Measure 26-26, Multnomah County Bond Measure 26-26-Local Share, BES, and the Multnomah County Natural Area Fund.

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

1. The Properties shall be managed, maintained and operated in accordance and in a manner consistent with this Agreement, Metro's Greenspaces Master Plan, the Metro Open Spaces Bond Measure, and the adopted Whitaker Ponds Concept Master Plan (June 1995)(this Agreement and these plans collectively referred to as the "Plans"), and the recommendations set forth in the Whitaker Ponds Technical Team Report, dated February 28, 1997, subject to the limitations set forth in sections C3 and C4, set forth below. These Plans shall constitute the Resource Protection Plans for the Property, as described in the Metro Greenspaces Master Plan. In case of conflict among Plans, the Plan affording the highest level of resource protection shall govern. In case of conflict among the Plans and the Whitaker Ponds Technical Team Report, the Whitaker Ponds Concept Master Plan shall govern.
2. Metro and Parks agree that, except as provided in B5 and B6 below, Parks shall be responsible for the ongoing management, maintenance, restoration, improvement and operation of the Whitaker Ponds Properties, pursuant to the Whitaker Ponds Concept Master Plan. Parks shall further undertake and assume all of Metro's responsibilities as set forth in the Metro-BES Edmund Hayes/Klein Property I.G.A., dated October 22, 1997, attached as Exhibit C and incorporated herein, and the Metro-BES-East Multnomah Soil and Water Conservation District Talbert House I.G.A., dated January 6, 1998, attached as Exhibit D and incorporated herein. Metro shall have no management, maintenance or operation responsibility for the Properties, during the term of this I.G.A.
3. Metro grants to Parks, its agents and contractors, the right to enter and occupy the Properties for the purpose of performing all activities reasonably necessary for the management, maintenance and operation of the Properties set forth in this Agreement.
4. Metro grants to Parks, its agents and contractors, the right to restore vegetation, develop and construct trails, install signage, improve access to the site and make other site improvements only as described in the "Level I - Basic Site Improvements" appendix to the Technical Team Report.
5. BES shall be responsible for the management, maintenance and operation of the pollution reduction facility being constructed by BES on the "Hayes Parcel" referenced above, in accordance with the terms of the Metro-BES Edmund Hayes/Klein Property I.G.A., dated October 22, 1997. BES shall also continue to be responsible for performing its obligations as



set forth in the Metro-BES-East Multnomah Soil and Water Conservation District Talbert House I.G.A. dated January 6, 1998.

6. If Metro executes an agreement to purchase additional property within the Whitaker Ponds target area which Metro would like Parks to manage under the terms of this Agreement, Metro shall notify Parks in writing in the form attached hereto as Exhibit F ("Notice of Acquisition"). Parks shall notify Metro if Parks does not wish to accept management responsibilities for that property in accordance with this Agreement, using Parks' best efforts to make this notification prior to the closing date for the acquisition. If Parks has not so notified Metro within thirty (30) days of receiving Metro's Notice of Acquisition, then Parks shall be deemed to have accepted the new Property for management, maintenance and operation responsibilities in accordance with the terms and conditions of this Agreement.
7. The term of Parks' management, maintenance and operation responsibilities for the Properties shall be ten (10) years from the date of this Agreement, renewable by mutual written agreement for additional ten (10) year periods.

C. Limitations on Use

1. The Properties shall be managed, maintained, operated, and protected in accordance with the Plans, the "Level I - Basic Site Improvements" appendix to the Technical Team Report, and their intended uses as a) a place for environmental learning and stewardship; b) natural area open space; c) a place for passive recreation; d) protected wildlife habitat; and e) an area of enhanced and protected water quality with the primary goals being protection and enhancement of Whitaker Ponds' natural resources and habitat.
2. The Properties may be used by the public in Parks' discretion, in manner consistent with the Plans, the "Level I - Basic Site Improvements" appendix to the Technical Team Report, and for environmental and other science-based learning, passive recreation, and habitat restoration and enhancement. In addition, the Properties may be used in Parks' discretion and under its supervision, for organized, publicly-sponsored events and activities, including events intended to promote environmental awareness and events and activities designed to promote neighborhood and other public involvement in maintenance of the Properties. In planning and scheduling such events, resource protection shall be given the highest priority; events shall not be scheduled at such a frequency or of such a duration that they negatively impact the natural resources of the Properties.
3. Prior to implementing Levels II and III of the Technical Team Report, or commencing any of the improvements set forth therein, Parks shall develop a detailed site improvement plan (hereafter, "Enhanced Site Plan") for the Properties and shall provide Metro with a copy of the Enhanced Site Plan. Metro shall thereafter have 45 days from the date of its receipt of the Enhanced Site Plan to determine its consistency with the Whitaker Ponds Concept Master Plan. If Metro finds elements of the Enhanced Site Plan to be inconsistent with the Whitaker Ponds Concept Master Plan, Metro shall provide a written explanation of the inconsistencies.



to Parks, including the modifications required to obtain the required consistency. If, after a review of Metro's recommendations, Parks finds that the Enhanced Site Plan cannot be made consistent with the Whitaker Ponds Master Plan and still implement the recommendations of Levels II and III of the Technical Team Report, Parks may pursue an amendment to the Whitaker Ponds Concept Master Plan. If Parks chooses to pursue an amendment of the Whitaker Ponds Concept Master Plan, Parks shall first provide the community and all stakeholders with public notice and opportunity for written comment, and hold a community meeting to explain the Enhanced Site Plan and requested Whitaker Ponds Concept Plan amendment. Based on the results of the public comment and community meeting, Parks shall submit a request to Metro to amend the Whitaker Ponds Concept Master Plan, which amendment may be approved or denied by the Metro Council in its sole discretion.

4. Metro shall have the right to review and comment on any changes in the Plans, the Technical Team Report, or the detailed site improvement plan relating to the management, maintenance, improvement or operation of the Properties. Any changes in the Technical Team Report or the Site Plan shall not conflict with the guidelines set forth in this Agreement, in the Metro Greenspaces Master Plan, the 1997 Metro Regional Framework Plan, and the Whitaker Ponds Concept Master Plan. Parks shall give Metro written notice as soon as possible, but in any event no less than 90 days in advance of a proposal to amend Parks' Technical Team Report or Site Plan where such amendment would alter Parks' management, maintenance, improvement or operation of the Properties. If Metro fails to respond within the designated time, it is deemed to have consented to the proposed changes.
5. Except as pursuant to the adopted (or amended) Whitaker Ponds Concept Plan, the Properties shall not be subdivided or partitioned, nor shall any development rights, **easement rights**, timber rights or other rights related to the Properties be sold or otherwise granted, nor shall there be any alteration of any water or timber resource, except as necessary for construction of trail or other improvements, for the purpose of improving resource values, or as necessary to protect public safety.
6. Metro has implemented the stabilization and security measures as set forth in Exhibit E, prior to executing this Agreement.
7. Parks shall maintain security of the Properties and shall provide fencing, gates, signage, and other measures Parks deems necessary to increase safety on the Properties and to preserve and protect the Properties' natural resources.

**E. Dwellings**

Parks shall provide for and manage the occupancy and/or lease of the dwellings known as the Krueger and Talbert houses (properties described as the "Krueger Parcel" and the "Talbert Parcel"), and any new residences located on real property that is hereafter acquired for incorporation into the Whitaker Ponds Natural Area pursuant to paragraph B6, above. Parks shall manage the tenancies, maintain the dwellings in good, habitable condition, may collect



rents, and shall pay all taxes and assessments on the dwellings, if any, when due. Upon mutual agreement of Metro and Parks, Parks may remove and/or demolish the Krueger and Talbert houses. Any agreement to remove and/or demolish the houses must be in writing.

***F. Programming***

Parks and BES, in concert with other public and private organizations, shall be responsible for providing for any staffing needs at the Properties, as well as for providing educational and interpretive programs and services at the Properties.

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

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

***H. General Provisions***

1. Indemnification. Parks, and BES, to the maximum extent permitted by law and subject to the Oregon Tort Claims Act, ORS Chapter 30, shall defend, indemnify and save harmless Metro, its officers, employees, and agents from and against any and all liabilities, damages, claims, demands, judgments, losses, costs, expenses, fines, suits, and actions, whether arising in tort, contract, or by operation of any statute, including but not limited to attorneys' fees and expenses at trial and on appeal, relating to or resulting from the management, maintenance or operation of the Properties, including but not limited to construction of trails or in relation to any other improvement on the Properties.
2. Oregon Constitution and Tax Exempt Bond Covenants. The source of funds for the acquisition of these Properties is from the sale of voter-approved general obligation bonds that are to be paid from ad valorem property taxes exempt from the limitations of Article XI, section 11(b), 11(c), 11(d) and 11(e) of the Oregon Constitution, and the interest paid by Metro to bond holders is currently exempt from federal and Oregon income taxes. The City covenants that it will take no actions that would cause Metro to be unable to maintain the

current status of the real property taxes as exempt from Oregon's constitutional limitations or the income tax exempt status of the bond interest. In the event the City breaches this covenant, Metro shall be entitled to whatever remedies are available to either cure the default or to compensate Metro for any loss it may suffer as a result thereof.

3. Funding Declaration and Signage. Parks may provide on-site signage informing the public that Parks is managing the site. Metro will provide on-site signage which shall be installed by Parks, stating that funding for the acquisition came from Metro's Open Spaces, Parks and Streams Bond Measure. Parks shall also document in any publication, media presentation or other presentations, that funding for the acquisition came from Metro's Open Spaces, Parks and Streams Bond Measure. All signage will be consistent with Metro guidelines for open spaces projects.
4. Joint Termination for Convenience. Metro and the City may, by mutual agreement, terminate all or part of this Agreement based upon a determination that such action is in the public interest.
5. Assignment. BES may not assign any of its rights or responsibilities under this Agreement without written consent from Metro, except BES may delegate or subcontract for performance of any of its responsibilities under this Agreement. Parks may not assign any of its rights or responsibilities under this Agreement without written consent from Metro, except Parks may delegate or subcontract for performance of any of its responsibilities under this Agreement.
6. Fixtures. All fixtures placed upon the premises during the term of occupancy shall become property of Metro.
7. Survivability. If any provision of this Agreement shall be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision which in itself is valid, if such remainder would then continue to conform with the terms and requirements of applicable law and the intent of this Agreement.
8. Laws of Oregon. This Agreement shall be governed by the laws of the state of Oregon, and the parties agree to submit to the jurisdiction of the courts of the state of Oregon. All applicable provisions of ORS chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the state of Oregon, are hereby incorporated as if such provisions were a part of this Agreement including but not limited to ORS 279.015 to 279.320.
9. Notices. All notices or other communications required or permitted under this Agreement shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by fax and regular mail.



To Metro: Metro  
 Charles Ciecko, Director  
 Regional Parks and Greenspaces  
 600 NE Grand Avenue  
 Portland, OR 97232-2736

To Parks: City of Portland  
 Charles Jordan, Director  
 Portland Parks and Recreation  
 1120 SW Fifth Ave., Room 1302  
 Portland, OR 97204

To BES: City of Portland  
 Susan Barthel  
 Bureau of Environmental Services  
 1120 SW Fifth Ave., Room 400  
 Portland, OR 97204

10. Assignment. The City may not assign any of its rights or responsibilities under this Agreement without prior written consent from Metro, except the parties may delegate or subcontract for performance of any of its responsibilities under this Agreement.
11. Severability. If any covenant or provision in this Agreement shall be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision which in itself is valid, if such remainder would then continue to conform with the terms and requirements of applicable law and the intent of this Agreement.
12. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written agreements or representations relating to this Properties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties.

The Agreement is not intended to benefit any third party, nor shall any third party have any right or claim arising out of the provisions of the Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year set forth above.

CITY OF PORTLAND  
BUREAU OF PARKS AND RECREATION

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

CITY OF PORTLAND  
BUREAU OF ENVIRONMENTAL SERVICES

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

METRO

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



**EXHIBIT A**  
**to Intergovernmental Agreement - Whitaker Ponds**

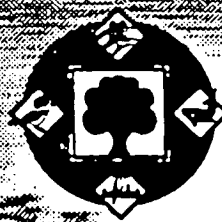
**Metro Whitaker Ponds Concept Master Plan**

(Full Master Plan too large to include.)

# Whitaker Ponds Concept Master Plan



METRO

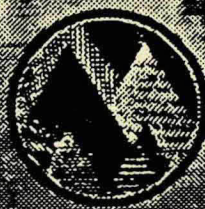


Metro Regional Parks  
and Greenspaces

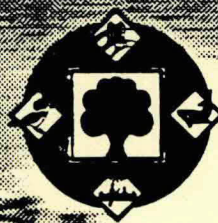
June 1995



# Whitaker Ponds Concept Master Plan



**METRO**



**Metro Regional Parks  
and Greenspaces**

**June 1995**



# **Whitaker Ponds Concept Master Plan**

**Prepared for**

**Metro Regional Parks  
and Greenspaces  
600 NE Grand Avenue  
Portland, OR 97232  
(503) 797-1850**

**Funded by**

**Metro Regional Parks and Greenspaces  
Multnomah County Natural Areas Fund**

**Prepared by**

**Walker & Macy  
111 SW Oak, Suite 200  
Portland, OR 97204**

**SRI/Shapiro  
1650 NW Front, Suite 302  
Portland, OR 97209**

**June 1995**

**Cover photo courtesy of Steve Terrill  
*Printed on recycled-content paper***



# **Acknowledgments**

## **METRO**

**Mike Burton, Executive Officer**

### **Metro Council**

**Ruth McFarland, Presiding Officer  
Don Morissette, Jon Kvistad, Susan McLain,  
Ed Washington, Rod Monroe, Patricia McCaig**

### **Regional Parks and Greenspaces**

**Charles Ciecko, Director  
Jane Hart, Project Manager  
Nancy Chase, Jim Morgan**

## **MULTNOMAH COUNTY**

**Board of County Commissioners**

## **PORTLAND PUBLIC SCHOOLS**

**Environmental Health & Safety  
Pamela Brown, Whitaker Facility Liaison**

## **CITY OF PORTLAND**

### **Bureau of Environmental Services**

**Liane Scull, Columbia Slough Watershed Manager  
Chee Choy, Columbia Slough Sediment Study Manager**

## **TRUST FOR PUBLIC LAND**

**Jim Desmond**

## **ENVIROCORPS**

## **WHITAKER PONDS ADVISORY PANEL**

## **Whitaker Ponds Advisory Panel**

**Pamela Brown**  
*Portland Public Schools*

**Erwin Bergman**  
*Cully Neighborhood Association*

**Kim MacColl, Jr.**  
*Oregon Wildlife Heritage Foundation*

**Edna Mae Pittman**  
*Concordia Neighborhood Association*

**Kin Daily**  
*Oregon Department of Fish & Wildlife*

**Sally Creasman**  
*Madison High School*

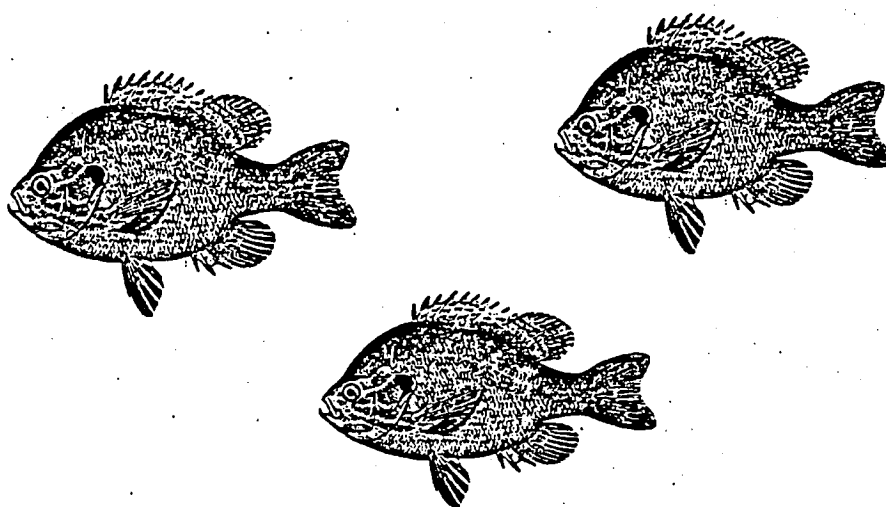


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# I. Executive Summary





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## EXECUTIVE SUMMARY

### Value of the Master Plan

The Master Plan crafted for Whitaker Ponds establishes a vision for the future which brings together diverse interest groups into a single effort to enhance and protect the ponds and their natural surroundings for passive enjoyment while continuing to provide little league activities. The Master Plan sets forth goals and priorities for implementation and provides direction to project partners, local citizens and service groups who wish to get involved in restoration efforts.

Protection and enhancement of this unique natural resource will provide numerous benefits to the community including: improved habitat for fish and wildlife, water quality improvement, stormwater management, opportunities for recreation, and environmental education and increased awareness and appreciation for natural systems. In addition, the ponds offer an important natural outlet for the park-deficient and densely populated northeast neighborhoods, and can provide local youth and adults with the opportunity to experience nature on a first-hand basis through activities such as fishing, wildlife identification, and site restoration projects.

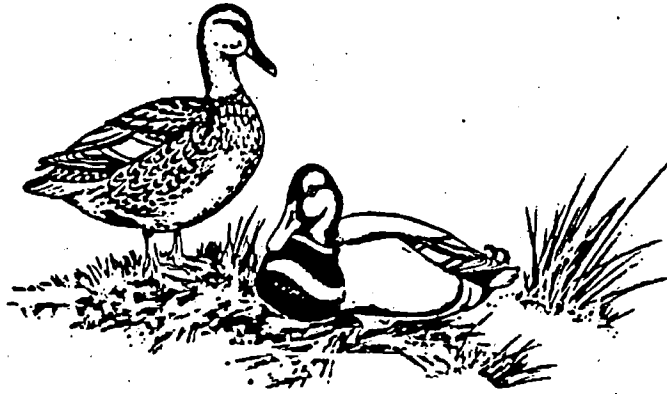


### Components of The Master Plan

The concept Master Plan is described fully in Chapter IV. Key components include the following:

- Provision of a primary access to the site off 47th Avenue.
- Incorporation of water quality enhancement measures.
- Commitment to restoring and enhancing riparian and upland habitats.
- Expansion of emergent wetlands to attract wildlife.
- Provision of environmental education opportunities including signage and wildlife viewing areas.
- Provision of a buffer between industrial properties and recreational public use areas.
- Provision of a range of natural resource dependent recreational opportunities.
- Establishment of a warmwater fishery.
- Incorporation of a canoe/boat launch on the Whitaker Slough and access by the Multnomah County Drainage District for slough maintenance.
- Separation of active recreational uses on the School District property, and the passive uses on the north side of the ponds relating to natural resource enhancement and appreciation.
- Provision of a pedestrian trail system on the northern portion of the site, with viewpoints to the ponds and slough.
- Incorporation of an environmental learning center.
- Provision for an on-site resident ranger to increase security and safety.

## II. Introduction



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## INTRODUCTION

On an early Saturday in July, you and your friend decide to throw the fishing gear and binoculars in the car, put the canoe on top and head to the Whitaker Ponds Natural Area. In a few minutes you arrive at the Whitaker Ponds entrance at NE 47th Avenue and notice the early morning mist rising from the west pond. A family of cinnamon teal is busy searching the edge of the nearby Whitaker Slough for food. Dozens of swallows are swooping over the pond nabbing insects in the air.

The choice you face is to launch the canoe at the ramp and drift east on the Whitaker Slough through the verdant tunnel of cottonwoods and willows, or take the fishing gear and walk down the path to one of the angling clearings along the pond edge. Today the canoe will stay on the car and you head down the pond trail.

Before you know it, an hour has gone by, and the fishing has been pretty good. Across the ponds to the south the little league has started their day and the chatter of the young players and the cheers of spectators drift in and out. It doesn't get much better than this on a Saturday morning.

All of this and more is possible for generations to come if the community and project partners start now to work cooperatively together toward implementing the Whitaker Ponds Master Plan.



*Enjoying a summer morning on the West Pond. (Trust for Public Land Photo)*



## Project Context & Goals

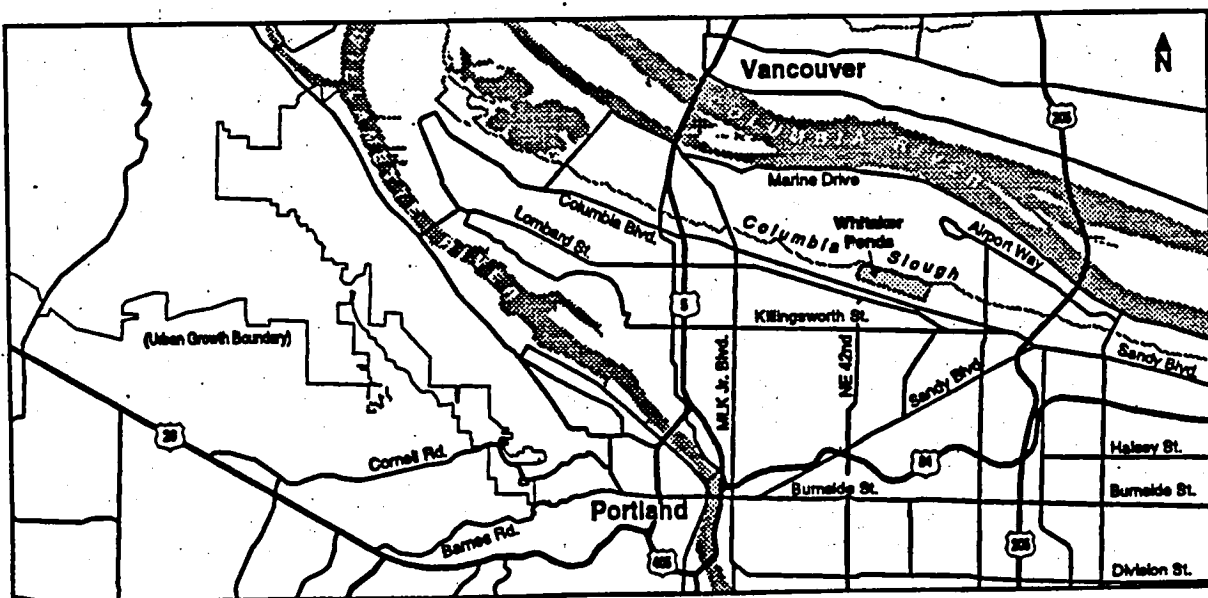
In an age where urban natural areas are rapidly being replaced by shopping centers and parking lots, the Whitaker Ponds site provides a natural jewel for the park-deficient portion of northeast Portland. This regionally significant natural area is unique because it has become surrounded by industrial development, yet is located close to densely populated areas where residents have little opportunity to experience the natural world.

The study area encompasses approximately 90 acres of publicly and privately owned land bordered by the Whitaker Slough to the north, NE 47th Avenue to the west, NE Columbia Boulevard to the south, and light industry to the east. Contained within this study area are two groundwater-fed ponds, five softball fields, the Whitaker Facility, several residential properties, six industrial tenants, and a five-acre scrap metal yard that Metro is negotiating to obtain. Surrounding the ponds is a zone of riparian vegetation and open fields providing valuable wildlife habitat for a host of waterfowl. Although much of this site has become degraded over the years, restoration efforts can turn this area into a valuable natural asset for the community.

Protection and enhancement of this unique natural area will provide the community with opportunities to view wildlife, increase their awareness of natural resources and wetland habitats, and participate in a variety of recreational activities including warmwater fishing. By restoring this degraded site in an environmentally sensitive manner, opportunities also exist to expand wildlife habitat and improve water quality in the ponds.

The following goals can be achieved by implementing this Master Plan:

- Restore the ponds and their surroundings to attract a more diverse and abundant wildlife and fisheries population
- Encourage environmental stewardship through school education programs and an on site environmental learning center
- Improve water quality to maintain a warmwater fishery
- Encourage public access by providing trails and wildlife viewing areas
- Insure compatibility between existing industrial and recreational activities and increased public use by providing permanent separation between the natural area



Vicinity Map

north of the ponds and active recreation and industrial uses to the south

- Negotiate with interested property owners for use of key parcels of land.

## **Planning Background**

A primary mission of Metro's Regional Parks and Greenspaces Department, is to work cooperatively with the public to maintain the quality of life for the region by protecting urban natural areas for wildlife and people. The Metropolitan Greenspaces Master Plan of 1992 targeted the area surrounding Whitaker Ponds as a regionally significant greenspace in the Columbia Slough watershed.

In May of 1994, Metro entered into an agreement with Portland Public Schools, a major land owner in the planning area, that calls for Metro to lead the effort to develop a Master Plan that enhances and protects the Whitaker Ponds area for wildlife, while providing appropriate levels of recreation. The Master Plan will guide future restoration and public use of the ponds, and is intended to provide opportunities for environmental stewardship and education for generations to come. This proposed project is one of many ongoing projects and programs aimed at improving the overall health of the Columbia Slough watershed.

The Trust for Public Land (TPL), the Bureau of Environmental Services (BES), and Multnomah County (through its Natural Areas Fund), are also partners in the project. The Trust for Public Land holds an option to purchase a 5-acre scrap metal yard in the northwest corner of the study area, and BES and Multnomah County have committed to providing the funds necessary to purchase the property. Acquisition of this property serves BES's goal of providing water quality improvement demonstration projects along the Columbia Slough, and meets the goals of Multnomah County's Natural Area Protection and Management Plan.

The May 1995 passage of Metro's Open Space, Parks and Streams Bond Measure provides funding for local jurisdictions within the metro region to purchase or improve natural areas. The Board of Multnomah County Commissioners designated \$300,000 of their allocation of the bond funds for the acquisition of lands adjacent to the Whitaker Ponds.

One of the more unique project partners in this planning effort has been the EnviroCorps, the local branch of President Clinton's recently created national program called AmeriCorps. The AmeriCorps program was patterned after the Peace Corps and Vista. Portland's program provides young adults the opportunity to gain work experience and tuition credit through restoration efforts in urban areas. EnviroCorps members have been involved in numerous aspects of this project ranging from neighborhood canvassing and public workshops to site assessment and plan formulation. EnviroCorp's involvement provides an important link between past environmental restoration efforts at the ponds and the future ecological health and stewardship of the area. Members of EnviroCorps will implement components of the plan in the Spring of 1995 including planting, removal of undesirable plant species, and general clean up of the site.

In addition to the aforementioned project partners, several school and youth groups have participated in research or restoration activities at Whitaker Ponds. In the past few years, Metro's Greenspaces Department awarded restoration/enhancement grants to organizations such as Cascadia Quest, with a goal of providing young adults with experience in environmental education. In addition to the Metro funded projects, Grant and Madison high school students (Urban Rangers) and Sabin Elementary School students have conducted environmental education and stewardship projects at the ponds such as wildlife surveys and vegetation inventories.

## Public Involvement

A key component of any successful Master Plan is the involvement of members of the public that will be utilizing, enjoying, and managing the area. By incorporating the needs and concerns of all users and land owners, a plan can be formulated which sets an appropriate vision for the future and establishes a sense of pride in the community.

Due to the large number of private land owners within the planning area, it is crucial to obtain consensus among all interested parties and achieve balance between the concerns of industrial land owners and the anticipated increase in public access to the ponds. The planning process has allowed for numerous opportunities for the community, adjacent industrial property owners, and tenants, to express their concerns and desires. Public involvement was encouraged through the following activities:

- Creation of an extensive list of stakeholders to involve and inform about the project.
- Meeting notices mailed to stakeholders.
- Neighborhood canvassing of approximately 2000 homes and businesses by EnviroCorps members to inform them of upcoming public meetings.
- Two public meetings to receive input on project goals and concept designs for the study area.
- Individual meetings with property owners, industrial tenants, and recreational users around the ponds to discuss the nature of the Master Plan and to clearly understand their concerns.
- Establishment of a 6-member independent advisory panel consisting of landowners in the area, neighborhood associations, natural



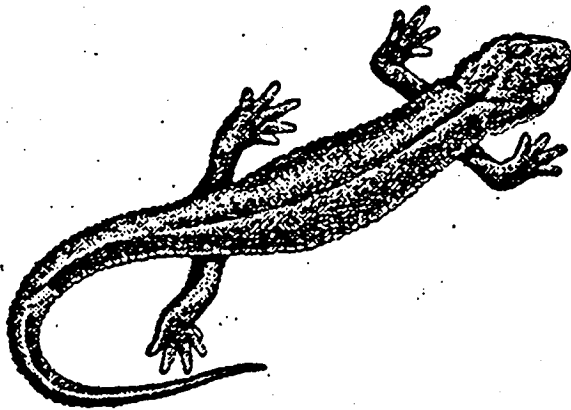
*Envirocorps members removing blackberries*



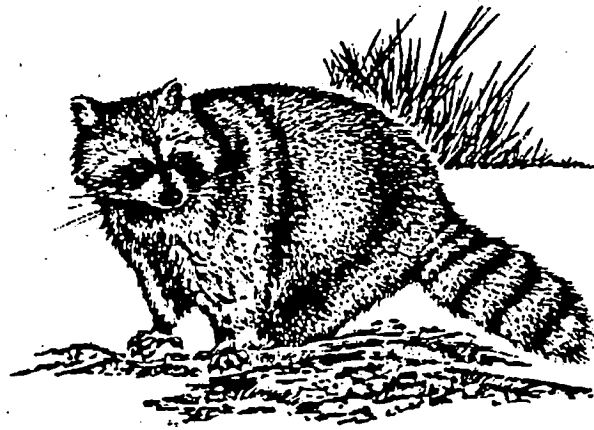
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resource experts and educators. This panel was involved in all public meetings and provided Metro with their recommendation for a concept to be developed more fully as the final Master Plan.

- Presentations at the public meetings from community organizations and agencies that have a vested interest in the project, including Lakeside Little League, EnviroCorps, the Trust for Public Land, Portland Public Schools, Oregon Wildlife Heritage Foundation, Oregon Department of Fish and Wildlife, Concordia Neighborhood Association, and Cully Neighborhood Association.
- Distribution of the Draft Master Plan for public review and comment.
- Presentation of the final Master Plan to the Metro Council at a public hearing for their approval and adoption.
- Distribution of the adopted Master Plan to interested public.
- Numerous press articles informing the public of EnviroCorps' involvement in the project (see appendices).



### III. Existing Conditions



## EXISTING CONDITIONS

### Location

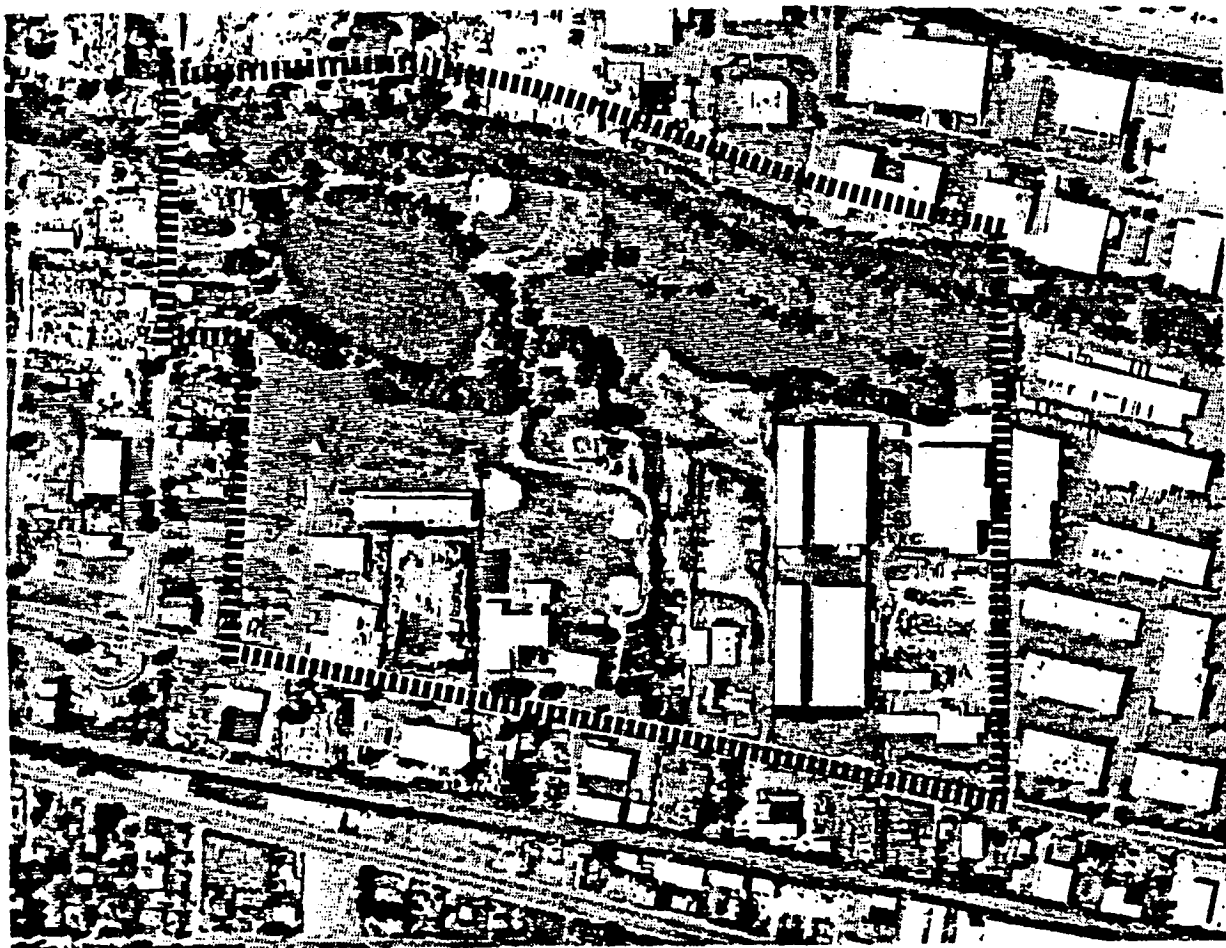
The Whitaker Ponds study area consists of approximately 90 acres situated behind Portland Public School's Whitaker Facility near N.E. 47th Avenue and Columbia Boulevard. The Whitaker Slough, a branch of the Columbia Slough, forms the northern boundary and the ponds are connected to this waterway at the northwestern end of the west pond.

### Zoning

The study area is entirely within a heavy industrial zone. An Environmental Conservation overlay conserves the natural resources and resource values of the area around

the ponds. This overlay includes a 40-80 ft. wide corridor surrounding the pond, as well as the area between the Whitaker Slough and the ponds, as illustrated in the zoning map on page 13. The Master Plan has targeted the land falling within the environmental conservation zone for the recommended restoration and enhancement activities. The proposed activities are consistent with the type of uses allowed within a conservation overlay zone.

Project approval will be subject to environmental review by the City Planning Bureau to confirm that the proposed activities are consistent with the Environmental Zone Approval Criteria contained in Chapter 33.430.250 of the City's development code.



*Aerial View of the Whitaker Ponds Study Area*



## Ownership

The 90 acre study area includes a mixture of public and private properties, along with the ponds and their natural surroundings, which comprise approximately 25 acres. The study area is predominately under private ownership and contains a variety of industrial tenants as illustrated in the ownership map on page 15. However, at the core of the study area lies a 21-acre tract of land belonging to the Portland Public Schools. This parcel contains the Whitaker Facility which is no longer used for student classrooms, and 5 baseball fields that are actively used by Lakeside Little League teams. Portland Public Schools support the use of their land for site restoration, environmental education, and stewardship, natural resource dependent recreational opportunities, and little league activities.

All of the remaining properties surrounding the ponds are privately owned, including one land-locked vacant parcel on the north side of the east pond.

A five-acre privately owned scrap metal yard is located off 47th Avenue between the Whitaker Slough and the northwest shore of the west pond. This operation contains old rusting cars, stacks of miscellaneous metals, creosote treated scrap wood, old tires, other debris, a house and several small storage sheds. Less than 20 feet of bank separates the scrap metal yard from the shoreline. The Trust for Public Land currently holds an option to purchase the property for Metro, pending results of Level I and Level II environmental testing of the soil and water quality. The operator of the scrap metal yard has agreed to remove all debris from the site as part of the sale agreement.

Several owner occupied residential properties lie along NE 47th Avenue just south of the scrap metal yard providing residents with nice vistas of the two ponds. All of the residential properties fronting the west pond offer good possibilities for reuse for environmental learning, picnic areas, or on-site resident park



Existing scrap yard

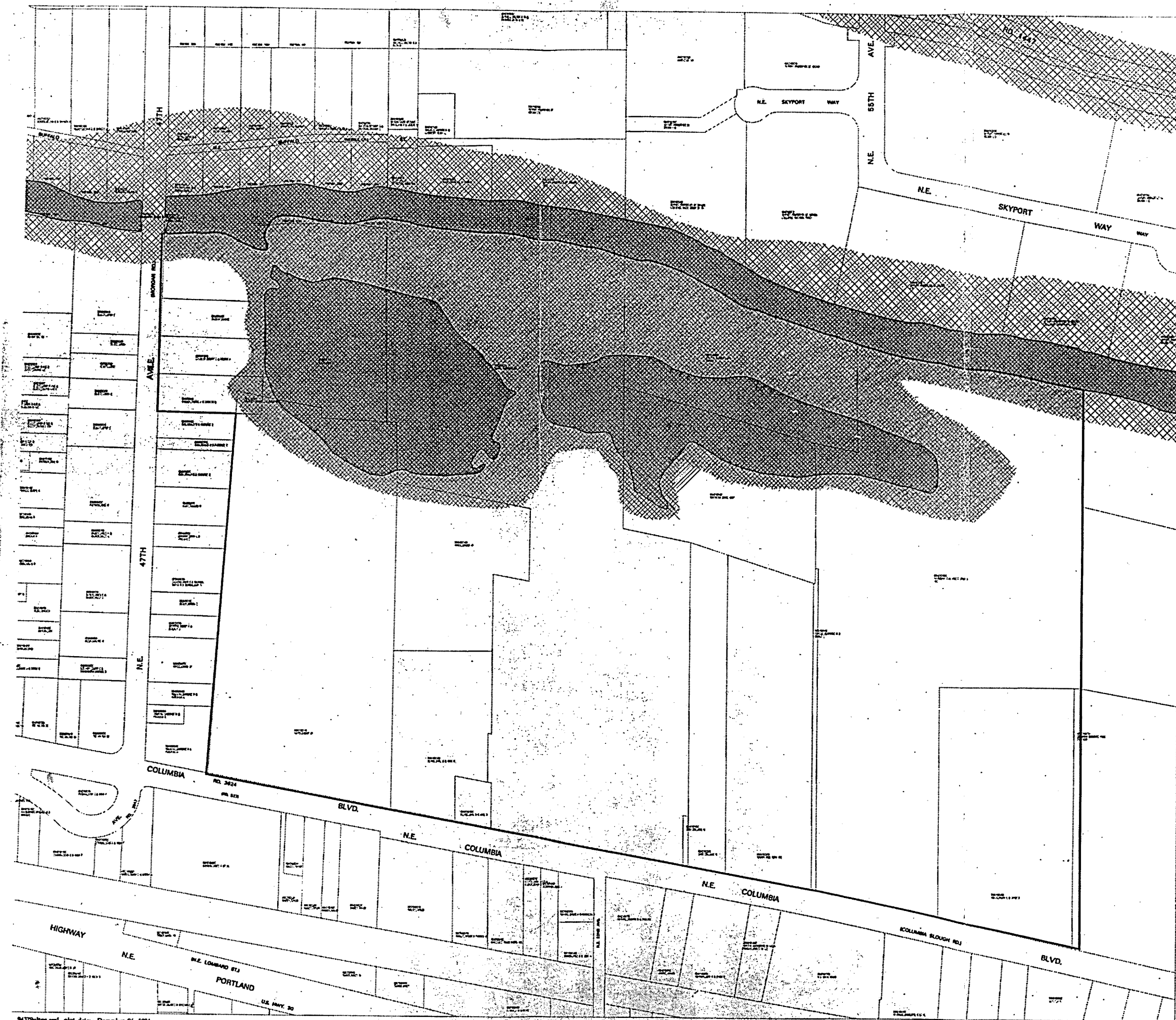


Tires at existing scrap yard

**"rangers" facilities. Plans are underway to purchase these properties as they become available, subject to environmental testing.**

**Special concerns and challenges arise from this unique blend of industrial, residential and public land owners within the planning area. While a goal of the Master Plan is to increase use of the area by the public, industrial owners are justifiably concerned with safety, security, and liability exposure should accidents occur on their property. An important component of the Master Plan for the area is, therefore, to reach an acceptable and appropriate balance between public access, natural resource enhancement, and non-interference with neighboring industrial activities.**

**To provide for effective management and protection of the ponds and their immediate surroundings, Metro has targeted several key parcels for Master Plan implementation. Highest priority parcels include those immediately adjacent to the ponds and those between the ponds and the Whitaker Slough where riparian enhancement, restoration, recreational activities, screening or buffering is desired. Second priority parcels include properties directly north of the Whitaker Slough. These priority areas are illustrated on page 47.**



**R L I S**  
 Regional Land  
 Information System

## Whitaker Ponds: Zoning/Overlays

Northeast Portland  
(all Heavy Industrial)

# Zoning

Study Area within  
Environmental Conservation  
Overlay

Study Area

**SOURCES:**

**PARCEL MAP**  
 City of Beaverton, Beaverton, Oregon City and Tigard:  
 Beaverton, City, 1994.  
 Map accuracy: assumed point positional accuracy is plus or  
 minus one foot or less.  
 Data collection date: 11-1997

**Multnomah County Map of Clatsop Area**  
 Source: Multnomah County Assessor, 1994.  
 Map accuracy: based on existing cadastral data. Low level  
 accuracy, no coordinate geometry.

**Boundary of map area, coordinate geometry**  
 Source: Portland General Electric and Metro, 1994.  
 Map accuracy: assumed point positional accuracy is plus or  
 minus one foot.  
 Data collection date: 11-1997, 11-1997 or 11-1997

400 NE Grand Ave  
 Portland, OR 97232-2736  
 (503) 797-1700



# Whitaker Ponds

Northeast Portland

## Ownership

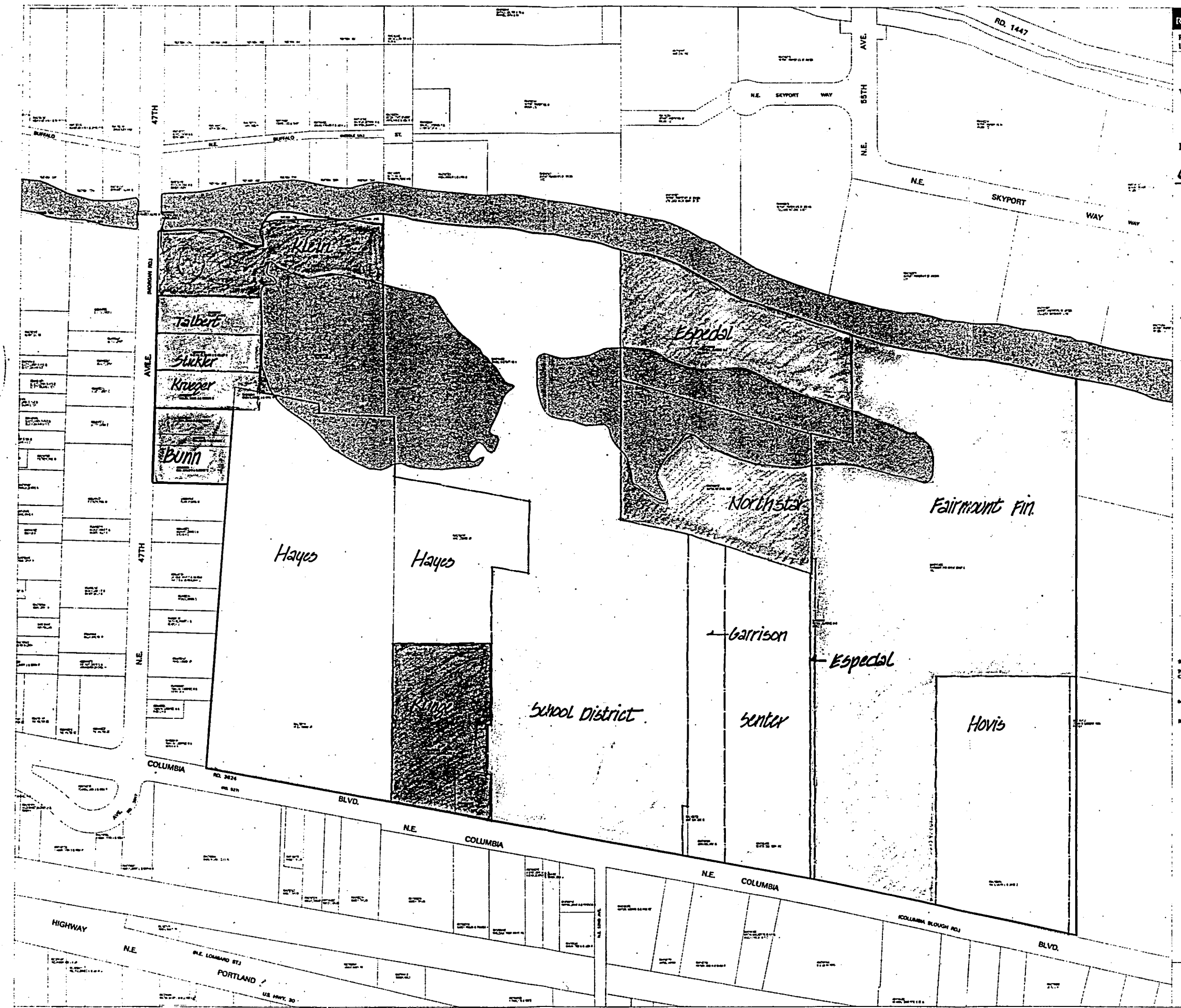
Study Area

**SOURCES:**  
SOURCE MAP  
City of Portland, Multnomah County and Tigard  
Source: City, 1994  
Map accuracy: aerial photo positional accuracy is plus or  
minus one foot at 1:50,000  
Data collection date: 12/94  
Map accuracy: ground photo positional accuracy is plus or  
minus one foot at 1:50,000  
Map accuracy: ground photo positional accuracy is plus or  
minus one foot at 1:50,000  
Data collection date: 12/94, 1/95 or 1/96



Scale: 1" = 1/2 MI  
0 1/2 1 1 1/2 2

600 NE Grand Ave  
Portland, OR 97232-2734  
(503) 797-1700



## Land Use

The existing land use patterns, shown in the land use map on page 19, largely reflect ownership type. The Portland School District property contains 5 ball fields that are used heavily by Little League teams in spring through fall. The Little League consists of 28 teams and the fields are used Monday through Saturday for practice or competitions. Tournaments occur in July and August. Intramural games are played by teams from surrounding industries. The Little League maintains the two fields closest to the ponds and the School District maintains the fields closest to the school.

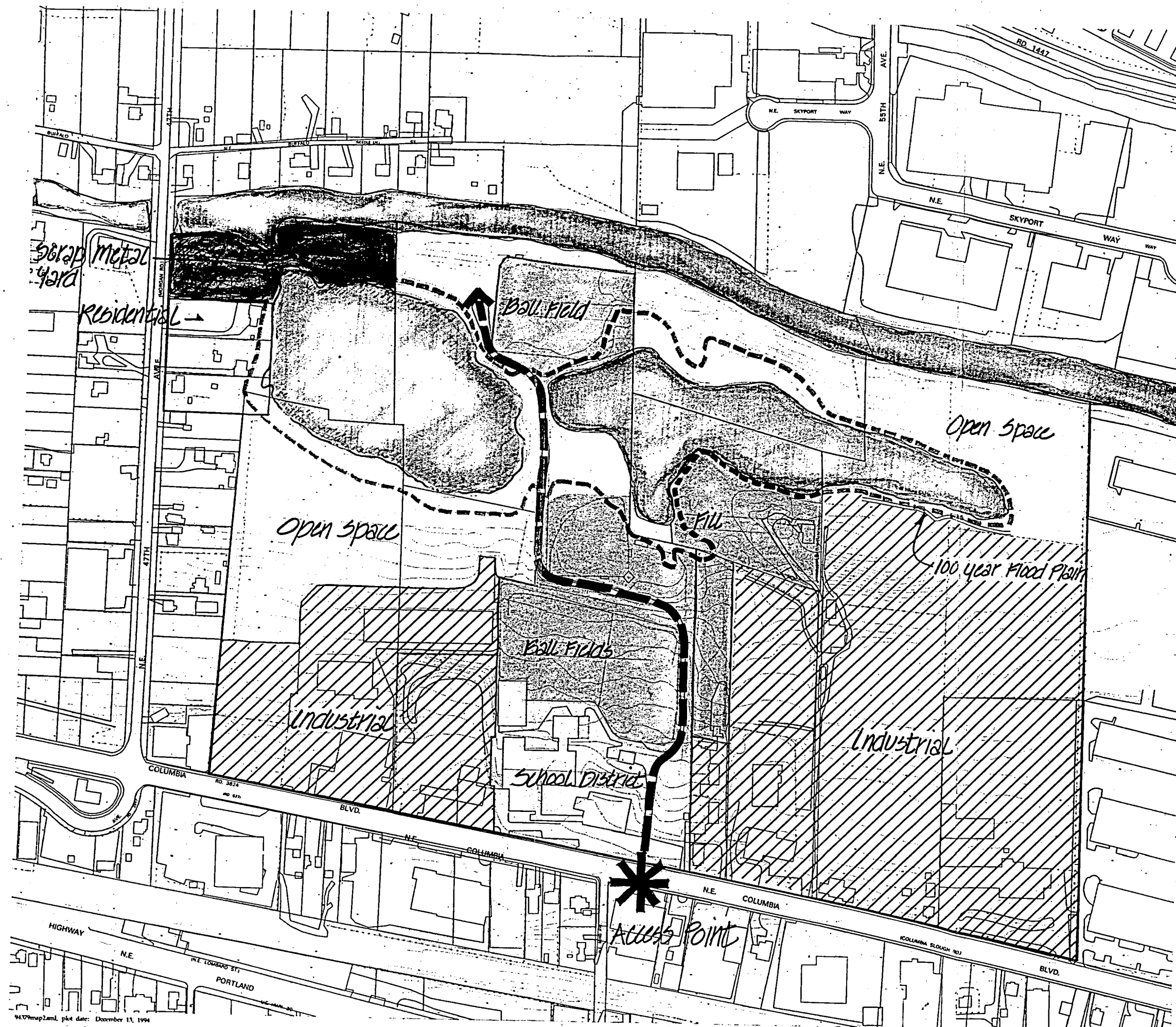
The Whitaker Facility building is held in reserve by the School District in case of emergency closing of another school. The Portland Police Department leases space in the building for training programs, and utilizes the fields for canine training.

The only access to the site occurs off NE Columbia Boulevard through the School District property. This entrance is gated for security reasons. Due to the high volume of traffic and large trucks along Columbia Boulevard, this entrance does not provide a safe access point.

The remainder of the southern portion of the study area is developed for various industrial tenants. With the exception of the scrap yard, and one ball field, the northern portion of the site is undeveloped. However, the open space is generally degraded and has been invaded by nuisance plant species such as blackberries, teasel, and purple loosestrife.



*Ballfield north of Whitaker Ponds*

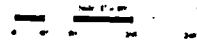


# Whitaker Ponds

Northeast Portland  
Map #2

## Existing Land Use

- ~ Roads
- ~ Trees/Shrubs
- ~ Water
- ~ Buildings
- ~ Contours
- ~ Fence
- ~ Taxlots
- ~ Study Area



400 NE Grand Ave  
Portland, OR 97232-2736  
(503) 747-1700





## Hydrology

The Whitaker Ponds themselves cover an area of approximately 11 acres. The two ponds are physically separated by an unpaved access road, but are hydrologically connected through an 18-inch diameter metal culvert. Water flows from the east to west pond and eventually into the Whitaker Slough through a 60-inch diameter metal culvert located at the west pond's northwest corner. The east pond, except for its culvert connection with the west pond, is isolated. A stream channel, which once flowed into the southern edge of the east pond, no longer exists.

A 1994 study conducted by SRI/SHAPIRO identified the primary hydrologic source for the ponds as groundwater, which flows into the ponds year-round from the south and east. Several springs are located along the southern banks of both ponds and at the eastern end of the east pond. Stormwater runoff, direct precipitation, and the Columbia Slough also contribute water to the ponds.

Water depths in both ponds are relatively shallow, due primarily to the accumulation of up to 4 feet of sediment. Water levels fluctuate with the season and with the level of the Columbia Slough. The water level in the west pond is directly influenced by its connection to the Whitaker Slough. When water levels in the slough are low due to summer draw-down, the

level in the west pond is also low. Observations indicate that water depths in the west pond fluctuate between approximately 2 and 4 feet.

The east pond is shallower than the west pond, with water levels measured as little as 1 foot deep. Water flows year-round through the culvert beneath the access road from the east pond into the west. The constant supply of groundwater maintains the water level in the pond. The height of the culvert connecting the two ponds does not allow the east pond to become less than approximately 1 foot deep.

### Water Quality

The water quality of both ponds appears to be relatively low due, in part, to the discharge of stormwater and groundwater which is known to be high in nutrients. Untreated stormwater enters the ponds through pipes draining adjacent roads and parking lots. One such pipe conveys stormwater from a storm drain on Columbia Boulevard into the southwest corner of the west pond. Based on a visual assessment by SRI/SHAPIRO, this contaminated water creates oily sheens on the water surface, lowering the quality of the habitat for fish and amphibians. Sediments carried through the pipes settles to the bottom when it reaches the pond creating shallow water and increasing the water temperature.

Adjacent residences and businesses are on septic systems and are not yet connected to sewage treatment systems. As water from drain fields flow into the ground, nutrients may be contributed to the groundwater. Groundwater high in nutrients flows into the ponds, where shallow depths, high temperatures, and low water flows cause summer algal blooms. Algal blooms indicate water flow levels and may have a detrimental impact on the habitat for warmwater game fish.

The Portland Bureau of Environmental Services (BES) has the responsibility of improving the



*View of Whitaker Slough from NE 47th Avenue*

water quality of the entire Columbia Slough Watershed. Many water quality improvement projects are underway along the slough in areas like the Whitaker Ponds.

#### Sediment Quality

Pond sediments were tested in 1994 to investigate the potential for a warmwater fishery. Preliminary results suggest evidence of substances typically found in stormwater runoff.

A recent study by the City of Portland (BES) has determined that various contaminants have been found in the waters and sediments of the nearby Whitaker Slough. More information about Columbia Slough sediment contamination can be found in the Screening Level Risk Assessment Report prepared for BES in February 1995.



Riparian Vegetation

## Vegetation Communities

Three main vegetation communities are currently present in the Whitaker Ponds planning area: upland, riparian, and wetland (see map on page 27). All of these vegetation communities have been influenced by human disturbance.

#### Upland Vegetation

The upland vegetation community includes abandoned pastures and ballfields. The upland community is dominated by herbaceous weedy species and Himalayan blackberry, with scattered trees and shrubs, both native and introduced. The ballfields are seeded with non-native grasses and are regularly mowed. The upland fields are dominated by non-native grasses as well as Himalayan blackberry and teasel. Species present in the upland community of Whitaker Ponds include:

##### Trees:

*Abies grandis*  
*Acer macrophyllum*  
*Betula papyrifera*  
*Chamaecyparis lawsonii*  
*Pseudotsuga menziesii*

Grand fir  
Bigleaf maple  
Paper birch  
Port Orford cedar  
Douglas fir

##### Shrubs:

*Amelanchier alnifolia*  
*Berberis aquifolium*  
*Chaenomeles* sp.  
*Corylus cornuta*  
*Gaultheria shallon*  
*Holodiscus discolor*  
*Ilex aquifolium*  
*Prunus* sp.  
*Prunus laurocerasus*  
*Rhododendron* sp.  
*Rosa multiflora*  
*Rosa pisocarpa*  
*Rubus discolor*  
*Rubus ursinus*  
*Salix scouleriana*

Serviceberry  
Tall Oregon grape  
Quince  
Hazelnut  
Salal  
Oceanspray  
Holly  
Cherry  
English laurel  
Rhododendron  
Rose  
Clustered wild rose  
Himalayan blackberry  
Pacific blackberry  
Scouler's willow

#### Herbaceous:

<i>Achillea filimentosa</i>	Yarrow
<i>Agrostis tenuis</i>	Colonial bentgrass
<i>Bromus</i> sp.	<i>Brome</i> sp.
<i>Chrysanthemum leucan.</i>	Oxeye daisy
<i>Cichorium intybus</i>	Chicory
<i>Cirsium arvense</i>	Canada thistle
<i>Cirsium vulgare</i>	Bull thistle
<i>Dactylus glomerata</i>	Orchard grass
<i>Daucus carota</i>	Queen Anne's Lace
<i>Dipsacus sylvestris</i>	Teasel
<i>Epilobium paniculatum</i>	Tall willow-weed
<i>Festuca arundinacea</i>	Tall fescue
<i>Galium aparine</i>	Catchweed bedstraw
<i>Geranium molle</i>	Dovefoot geranium
<i>Hedera helix</i>	Baltic ivy
<i>Lactuca muralis</i>	Wall lettuce
<i>Lathrus latifolius.</i>	Sweetpea
<i>Plantago lanceolata</i>	English plantain
<i>Polystichum munitum</i>	Sword fern
<i>Rumex crispus</i>	Curly dock
<i>Trifolium pratense</i>	Red clover

#### Riparian Vegetation

The riparian plant community is located on the banks of the Whitaker Slough and around the perimeter of the two ponds. In general, the riparian plant community contains a mix of tree and shrub species, most of which are native.

The dominant species are cottonwood (*Populus trichocarpa*) and red alder (*Alnus rubra*). Steep banks and areas of fill along the pond perimeters preclude the establishment of extensive riparian vegetation in portions of both ponds.

Vegetation in the riparian zone around the west pond is dominated by black cottonwood, which shades the portion of the pond closest to the banks. The west end of the pond lacks riparian vegetation due to residences along NE 47th Avenue. In addition, fill material associated with the junkyard located in the northwest corner of the pond has created banks approximately 10 to 12 feet high. These high, steep banks have limited the amount of riparian vegetation

located in this area. In general, the banks around the west pond range from 18 to 42 inches in height.

The riparian area of the east pond is narrow and discontinuous. Large areas of the north and south banks are dominated by Himalayan blackberry, with scattered black cottonwood trees. Steep banks and areas of fill also occur both on the north and south banks of the east pond, which limits the growth of riparian vegetation. In general, bank heights range from 12 to 72 inches.

Native riparian vegetation has been planted on the northwest edge of the east pond. The plants are a mix of trees and shrubs and include species such as willow (*Salix* sp.), Pacific ninebark (*Physocarpus capitatus*) and Red-osier dogwood (*Cornus stolonifera*).

The following is a list of species comprising the riparian community:

#### Trees:

<i>Alnus rubra</i>	Red alder
<i>Fraxinus latifolia</i>	Oregon ash
<i>Populus trichocarpa</i>	Black cottonwood
<i>Salix lasiandra</i>	Pacific willow
<i>Salix scouleriana</i>	Scouler willow

#### Shrubs:

<i>Cornus stolonifera</i>	Red osier dogwood
<i>Rosa pisocarpa</i>	Clustered wild rose
<i>Crataegus douglasii</i>	Douglas hawthorn
<i>Spiraea douglasii</i>	Hardhack

#### Wetland Vegetation Community

The wetland vegetation community is located in isolated areas around the perimeter of both ponds. In the east pond, this community is isolated to the far eastern end and along a small area of the southern edge. In the west pond the wetland areas are located along the eastern edge, and in the southwest corner. These emergent wetland areas generally have gradual banks and water depths less than 12 inches.

This community is dominated by emergent wetland species, both native and introduced. Reed canarygrass (*Phalaris arundinacea*) and purple loosestrife (*Lythrum salicaria*) are two introduced species which tend to be very invasive and need to be controlled to prevent them from establishing monotypic stands.

Wetland species observed on-site include the following:

<i>Bidens cernua</i>	<i>Nodding beggars tick</i>
<i>Callitriche stagnalis</i>	<i>Water starwort</i>
<i>Conium maculatum</i>	<i>Poison hemlock</i>
<i>Echinochloa crusgalli</i>	<i>Barnyard grass</i>
<i>Eleocharis sp.</i>	<i>Spikerush</i>
<i>Epilobium watsonii</i>	<i>Watson's willow-weed</i>
<i>Equisetum arvense</i>	<i>Common horsetail</i>
<i>Geum macrophyllum</i>	<i>Large-leaved avens</i>
<i>Iris pseudocorus</i>	<i>Yellow flag iris</i>
<i>Juncus effusus</i>	<i>Soft rush</i>
<i>Lemna minor</i>	<i>Duckweed</i>
<i>Lythrum salicaria</i>	<i>Purple loosestrife</i>
<i>Oenanthe sarmentosa</i>	<i>Water parsley</i>
<i>Phragmites communis</i>	<i>Common reed</i>
<i>Phalaris arundinacea</i>	<i>Reed canarygrass</i>
<i>Plantago lanceolata</i>	<i>English plantago</i>
<i>Polygonum sp.</i>	<i>Knotweed</i>
<i>Ranunculus repens</i>	<i>Creeping buttercup</i>
<i>Rorippa nasturtium-aqu.</i>	<i>Watercress</i>
<i>Scirpus validus</i>	<i>Soft stem bulrush</i>
<i>Solanum dulcamara</i>	<i>Bittersweet nightshade</i>
<i>Sparganium emersum</i>	<i>Burreed</i>
<i>Typha latifolia</i>	<i>Cattail</i>
<i>Urtica dioica</i>	<i>Stinging nettle</i>
<i>Veronica americana</i>	<i>Speedwell</i>

## Wildlife Habitat

A variety of mammals, birds, and reptiles use the Whitaker Ponds. Species utilizing the area tend to be urban-tolerant, and no Rare, Threatened or Endangered (RTE) species are believed to occur on the site.

Mammals in the area are generally ubiquitous urban species such as opossum, raccoon, mole,

squirrel, and nutria. Beaver and turtles have been known to occupy the ponds in the past, and recent beaver activity was observed on the southern bank of the west pond. Mammal habitat in Whitaker Ponds is restricted due to surrounding land use, insufficient cover, and human disturbance. The existing vegetation patterns around the ponds are discontinuous and sparse. The Whitaker Slough, however, provides a migration corridor for some species, though the slough both up and downstream of the ponds is extensively developed.

Approximately 40 species of birds have been observed utilizing the ponds and the surrounding area. The majority are songbirds or waterfowl. A pair of red-tailed hawks have been known to nest in the cottonwood trees along the southern banks of the east pond. Great blue herons are regular visitors to both ponds. As with mammals, cover and nesting areas are limited for bird species. Large trees and snags are utilized by a number of species, but are relatively rare in the Whitaker Ponds riparian vegetation community.

Whitaker Ponds are home to a large population of common carp (*Cyprinus carpio*). Carp, which are native to Asia, were introduced to Oregon in the late 1800s. The ponds are ideal habitat for the carp. They prefer shallow, slow moving water and are very tolerant of adverse conditions, such as high water temperatures, pollution, and low oxygen levels. Carp are prolific breeders and are capable of spawning in as little as 3 to 4 inches of standing water. Carp stir the sediments of the ponds creating turbid water and conditions unsuitable for many warmwater game fish such as bass and crappie.

Another common fish in Whitaker Ponds is the three-spine stickleback (*Gasterosteus aculeatus*). This small fish is easily identified by the three spines along its back. It lives near the bottom and is often found in large schools. Other species of fish found within the ponds are mosquito fish (*Gambusia affinis*) and suckers (*Catostomus sp.*).



The number of amphibians in the ponds has been reduced probably because of water quality degradation. Stormwater runoff from parking lots and roads may have contributed to increased sedimentation and contamination from substances such as oil. Shallow water depths, due to sedimentation, creates conditions leading to higher water temperatures, which adversely affects many species. In addition, the uniformity of the depth of the ponds and the lack of woody debris within the water suitable for cover, also negatively impacts species diversity.

The following is a list of animal species known to utilize the site:

#### **Mammals:**

Beaver (*Castor canadensis*)  
Mole (*Scapanus sp.*)  
Muskrat (*Ondatra zibethicus*)  
Nutria (*Myocaster coypus*)  
Opossum (*Didelphis marsupialis*)  
Raccoon (*Procyon lotor*)

#### **Birds:**

American goldfinch (*Carduelis tristis*)  
American robin (*Turdus migratorius*)  
Barn swallow (*Hirundo rustica*)  
Bewick's wren (*Thryomanes bewickii*)  
Black capped chickadee (*Parus atricapillus*)  
Bufflehead (*Bucephala albeola*)  
Bushtit (*Psaltiriparus minimus*)  
Canada goose (*Branta canadensis*)  
Cliff swallow (*Petrochelidon pyrrhonota*)  
Common crow (*Corvus brachyrhynchos*)  
Common merganser (*Mergus merganser*)  
Double crested cormorant  
(*Phalacrocorax auritus*)  
Downy woodpecker (*Picoides pubescens*)  
European starling (*Sturnus vulgaris*)  
Great blue heron (*Ardea herodias*)  
Hairy woodpecker (*Picoides villosus*)  
House finch (*Carpodacus mexicanus*)  
House sparrow (*Passer domesticus*)  
Killdeer (*Charadrius vociferus*)

Kingfisher (*Megasceryle alcyon*)  
Mallard (*Anas platyrhynchos*)  
Northern flicker (*Colaptes auratus*)  
Northwestern crow (*Corvus caurinus*)  
Orange crowned warbler (*Vermivora celata*)  
Oregon junco (*Junco hyemalis*)  
Red-tailed hawk (*Buteo jamaicensis*)  
Red-winged blackbird (*Agelaius phoeniceus*)  
Ring-necked pheasant (*Phasianus colchicus*)  
Scrub jay (*Aphelocoma coerulescens*)  
Song sparrow (*Melospiza melodia*)  
Spotted sandpiper (*Actitis macularia*)  
Stellar's jay (*Cyanocitta stelleri*)  
Teal (*Anas sp.*)  
Tree swallow (*Iridoprocne bicolor*)  
Various gulls (*Larus sp.*)  
Willow flycatcher (*Empidonax traillii*)  
Wood duck (*Aix sponsa*)

#### **Fish/Amphibians:**

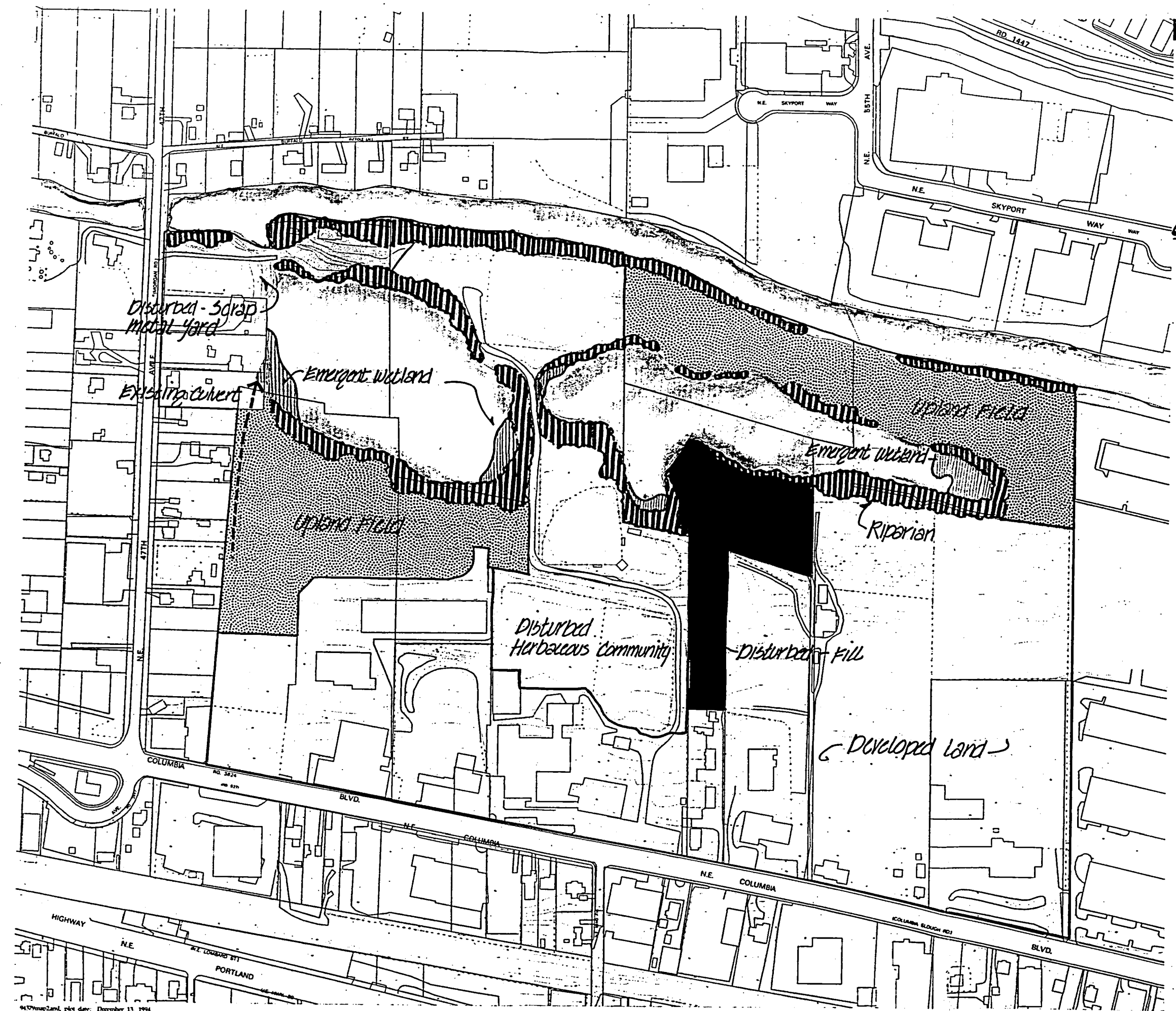
Carp (*Cyprinus carpio*)  
Mosquito fish (*Gambusia affinis*)  
Stickleback (*Gasterosteus aculeatus*)  
Sucker (*Catostomus sp.*)  
Bullfrog (*Rana catesbeiana*)

# Whitaker Ponds

Northeast Portland  
Map #2

## Vegetation Communities

- ∧ Roads
- ∧ Trees/Shrubs
- ∧ Water
- ∧ Buildings
- ∧ Contours
- ∧ Fence
- ∧ Taxlots
- ∧ Study Area



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## **Project Issues**

During the development of the Master Plan many issues affecting plan implementation were identified and discussed in public workshops and in one-on-one meetings with interested landowners and citizens. Key issues affecting plan implementation are discussed above in the Existing Conditions section and are summarized below. Each of these issues are addressed through specific recommended actions identified in Chapter IV, Concept Master Plan and Chapter V, Plan Implementation.

### **Natural Resources**

- Water quality in the ponds is questionable and could be affecting habitat for fish and amphibians.
- Testing of sediments and water samples needs to be undertaken in coordination with the Columbia Slough Sediment Project.
- The site is degraded and in need of clean up and restoration.
- There is a lack in diversity of habitat types. Emergent wetlands and aquatic environments need enhancement.
- Riparian zones need enhancement.
- The banks are too steep in some areas, limiting the amount of riparian vegetation.
- Invasive plant species need to be eliminated or controlled.
- Pollutants/nutrients from stormwater runoff and maintenance of ball fields could be contributing to water quality problems.

### **Ownership**

- Numerous private parcels are contained within the study area, making overall management difficult.
- Industrial neighbors have concerns for privacy, liability, safety and security.
- Existing vehicular access off Columbia Boulevard is unsafe.

### **Recreation**

- The ponds are too shallow to support a warmwater fishery.
- There is no variety in the depths of the pond.
- The feasibility of dredging the ponds needs to be determined based on sediment tests and cost estimates.
- The presence of a large number of carp pose problems to establishment of a fishery.
- Activity generated by the northernmost ball fields conflicts with natural resource protection on the north side of the ponds.
- Little League teams currently operate with 5 ball fields. To replace the northernmost field, existing fields to the south should be upgraded.

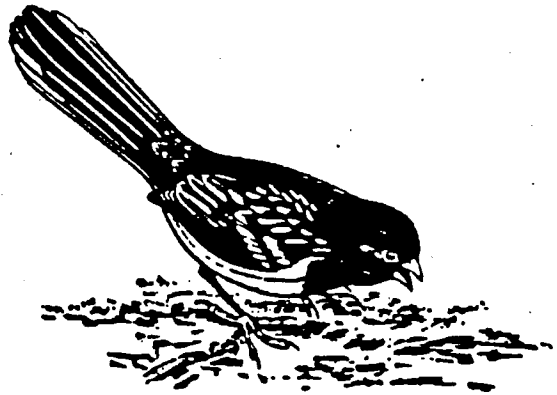
### **Funding Sources for Plan Implementation**

- Limited funding is available to implement the Master Plan.
- Additional funding sources must be identified and earmarked for specific activities such as dredging, property acquisition, canoe/boat launch construction, and relocation of the northernmost ball field.

### **Project Partnerships**

- Project momentum could slow down if committed partnerships are not formed.
- Public and private sector project partners and their roles and responsibilities for short term and long term involvement need to be identified and formalized where possible.
- A list of volunteers and community supporters willing to participate in plan implementation activities should be developed.

## IV. Concept Master Plan





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## CONCEPT MASTER PLAN

### Intent

The intent of the Concept Master Plan is to create a vision for the future restoration of a degraded natural resource which accommodates concerns of property owners and offers the combined benefits of wildlife enhancement, water quality improvement, recreational opportunities, educational interpretation, and improved quality of life for present and future generations. The Master Plan is also intended to provide direction for volunteer groups such as EnviroCorps to implement site improvements and restoration activities.

### Mission Statement

Restore and enhance the Whitaker Ponds Natural Area and provide appropriate levels of recreational activities for generations to come.

### Goals

#### I. Restore Natural Resources

The existing resources on the site have become severely degraded as the use of the land shifted from an agriculturally based to an industrial based economy. A major goal of the Master Plan is to restore the ponds area to a pre-disturbance condition. This involves removal of non-native plant and animal species, clean up of debris, establishment of native plant and animal species, improvement of water quality if required, and re-establishment of the physical connection between the ponds to maintain a warmwater fishery.

#### II. Provide Environmental Education and Stewardship Opportunities

By restoring the natural resources of the area and creating more diversity in habitat types, a more complex biological system can be created. As wildlife enhancement is balanced with appropriate levels of public use, numerous opportunities exist to educate visitors about the complex natural system they are participating in. Use of the area for educational and

stewardship purposes will be encouraged through:

- Development of a trail system with interpretive signage and view points highlighting specific features of the site.
- Incorporation of an environmental learning center.
- Encouragement of school groups to use the site for environmental demonstration projects.
- Involvement of volunteer groups such as EnviroCorps in restoration projects.

#### III. Improve Water Quality

Sedimentation and questionable water quality in the ponds may be a result of past agricultural practices, industrial neighbors, the lack of a stormwater sewer system in the area, and hydrological connection with the Whitaker Slough. Water quality and sediment sampling is required to determine the potential for a successful warmwater fishery on site. Potential flow from the Whitaker Slough into the ponds should be eliminated. If feasible, pond sediments could be dredged to create deepwater habitat necessary for a sustainable fishery. The Master Plan also calls for a system of bioswales to be used to treat runoff from impervious areas before release into the ponds.

#### IV. Encourage Community Access and Use

Natural areas such as Whitaker Ponds are a rare commodity, especially in the densely populated areas of northeast Portland. To encourage greater use and enjoyment by the community, a variety of recreational programs and amenities have been incorporated into the Master Plan, including:

- Development of a warmwater fisheries in the ponds.
- Provision of ball fields for Little League activities.

- Incorporation of picnic areas.
- Incorporation of a canoe/boat launch onto the Whitaker Slough.
- Development of a looped trail system offering views to the ponds and the slough.
- Provisions of parking for 20 cars off 47th Avenue.

#### **V. Incorporate the Concerns of Adjacent Property Owners**

The Master Plan developed for the ponds area was based on a series of meetings both with individual land owners and the general public to solicit input on project goals, limitations, constraints, and alternatives to development. These meetings were very helpful in establishing the framework for future restoration efforts.

To implement the Master Plan, specific negotiations must continue to allow for purchase or easements of key parcels of land.

#### **VI. Insure Compatibility between Industrial Activities and Recreational Users**

As mentioned earlier in this chapter, the land owners adjacent to the pond have very valid reasons to be concerned about liability and security issues relating to increased public use. To address this concern, the Master Plan provides a buffer zone on the south side of the ponds which prohibits public access and which provides for fencing and additional plantings to provide a clear separation. To increase security even further, the entrance to the site will be gated and secured at night, and a resident park "ranger" is recommended to occupy one of the existing private residences as property becomes available.



*View of local residences on the West Pond*

## **Components of the Master Plan**

The Concept Master Plan for Whitaker Ponds is illustrated on page 39. Key components of the plan are briefly described below.

### **Public Access and Use**

A new primary access to the site is provided off 47th Avenue with parking for 20 cars. This provides a safer vehicular access than can be provided off Columbia Boulevard. This entrance will be gated and secured in the evening. The park gate should be opened early enough and closed late enough to allow ample opportunity for fishing and wildlife viewing when these activities are most productive. Routed off the parking lot will be a canoe/boat launch to the Whitaker Slough. Multnomah County Drainage District is interested in joint use of the boat launch for their dredging equipment and should be a partner in this component. The interior portions of the site will be limited to pedestrian use only. No motorized vehicles will be permitted. The culvert and land bridge between the two ponds will be removed to eliminate the existing access to the south.

To increase protection of the natural resources, the Master Plan provides zones for similar types of activities. For example, active recreation activities such as softball, will be located on the south side of the ponds on School District property. The north side of the ponds will be restored and enhanced for wildlife habitat and passive recreation activities. Picnicking sites will be provided near the parking lot for ease of access and trash removal.

Non-motorized boats and float tubes should not be allowed on the ponds. Use of non-motorized boats and float tubes would conflict with the goals to prohibit public access and protect riparian wildlife habitat on the southern portion of the ponds. In addition, due to the pond size, boats would conflict with pier and bank anglers.

Metro and Portland Public Schools should explore their roles and responsibilities with regard to management of activities north and

south of the ponds. An approach worth exploring would be for Metro or another partner to be solely responsible for management of activities north of the ponds, and for the School District to continue as it has to be solely responsible for managing facilities and uses, including Little League, on their property south of the ponds.

### **Environmental Education**

A feature of the environmental education program could be an Environmental Learning Center which includes classrooms, administration offices, and resource library. This Center could be housed in one of the existing residences along 47th Avenue as these parcels become available for purchase. The Center would be a good staging area for field trips by various school programs. Routed from the Center would be a pedestrian trail system leading to a series of viewing areas overlooking the ponds and the slough. Trails and viewing areas would be buffered with vegetation to minimize disruption to wildlife. Interpretive signage would be provided at key points along the trail to inform visitors of the unique aspects of the area.

### **Buffer Zones**

To maximize safety and security and reduce conflict between public use and industrial activity, no public access is proposed on the southern portion of the ponds, with the exception of the School District property. With the cooperation of individual property owners, these buffer zones would be planted heavily to enhance riparian habitats and increase screening of industrial operations. Fencing would also be incorporated along the boundary of the buffer area and industrial property to further increase security.

### **Water Quality Enhancement**

The water quality in Whitaker Ponds needs to be tested and, if necessary, improved to make the habitat suitable for warmwater gamefish, amphibians and other wetland dependent

species. The culvert connecting the west pond with the Whitaker Slough needs to be replaced with a weir to eliminate movement of water and fish from the Whitaker Slough into the ponds system, and to control the water levels in the ponds.

The ponds are currently receiving untreated stormwater from adjacent roads and parking lots. It is imperative that the majority of the stormwater be treated prior to flowing into the ponds. Pipes conveying stormwater to the ponds could be located and directed toward a treatment facility constructed along the southern edge of the west pond. This would assure that stormwater currently flowing from Columbia Boulevard, NE 47th Avenue, and the parking lots of adjacent industrial sites would be treated and the majority of the oil and sediment removed.

The treatment facility could be a combination of biofiltration swales and a sedimentation pond. The vegetated biofiltration swales would remove many of the nutrients found in stormwater. The sedimentation pond would slow the flow of the water allowing sediment to sink to the bottom before sediment laden water can flow into the west pond. The water quality treatment facility would be constructed in areas dominated by upland grasses, with limited removal of native trees or shrubs. Sedimentation ponds would be maintained periodically to assure effective operation. Development of this treatment facility should be coordinated with the City's Columbia Slough Water Quality Improvement Program.

#### **Sediment Removal (Dredging)**

Sediment, at least 4 feet deep, currently exists within the ponds. This sediment has contributed to the shallowness of the ponds and the uniformity of the depth. Shallow water depths limit the space for fish production and increase temperature and the likelihood of oxygen depletion. The existing silt bottom limits spawning by warmwater game fish, as well as the diversity of invertebrates available for fish food.

To increase the quality of the habitat of Whitaker Ponds, up to 4 feet of sediment should be removed from portions of both ponds. The sediment must first be tested for possible contamination to determine whether removal is feasible. Sediment testing should be coordinated with the City's Columbia Slough Sediment Program. The removal of the sediments will increase the depth of the water and, along with increased bank shading, will allow cooler temperatures especially near the banks. Cooler temperatures are conducive for the reproduction of fish. The removal of the sediment will create a variety of water depths, increasing the diversity of habitats within the ponds.

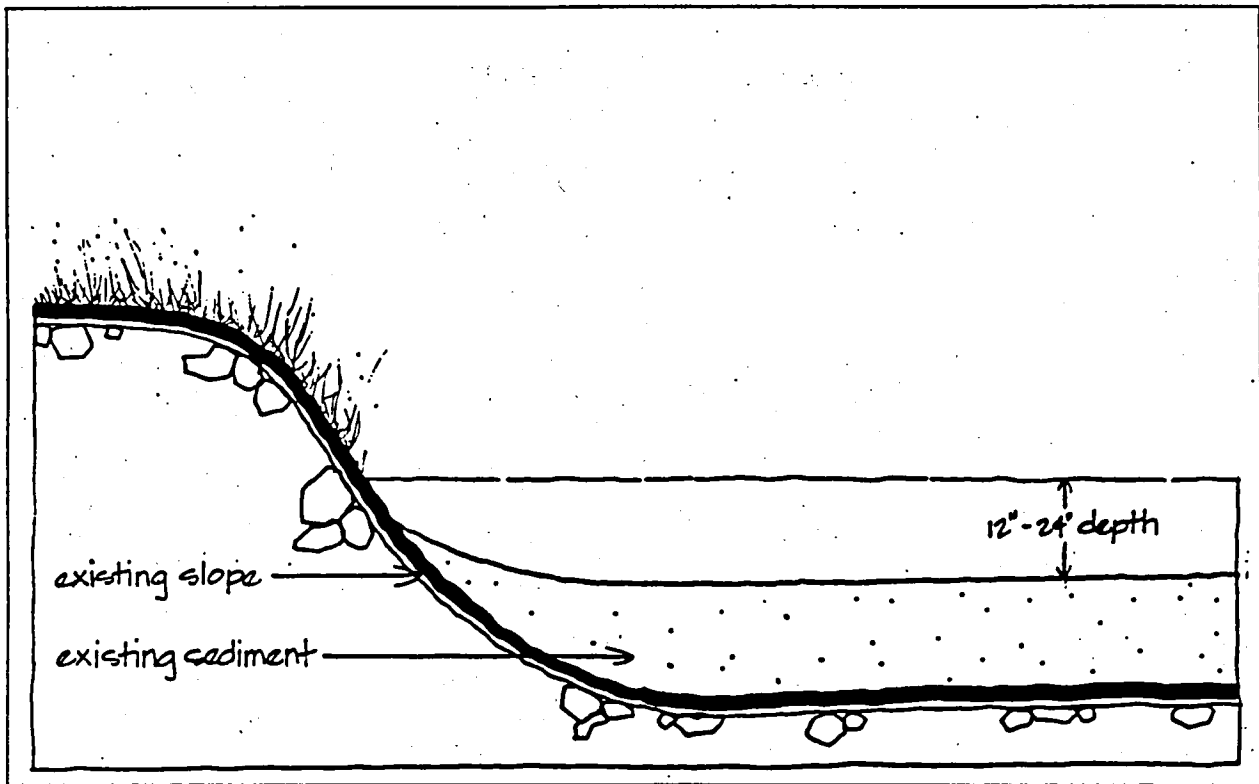
The Multnomah County Drainage District should be consulted for their potential role in dredging the ponds. Dredging funds may be available from Oregon Department of Fish and Wildlife's Fish Restoration and Enhancement Program.

#### **Site Restoration**

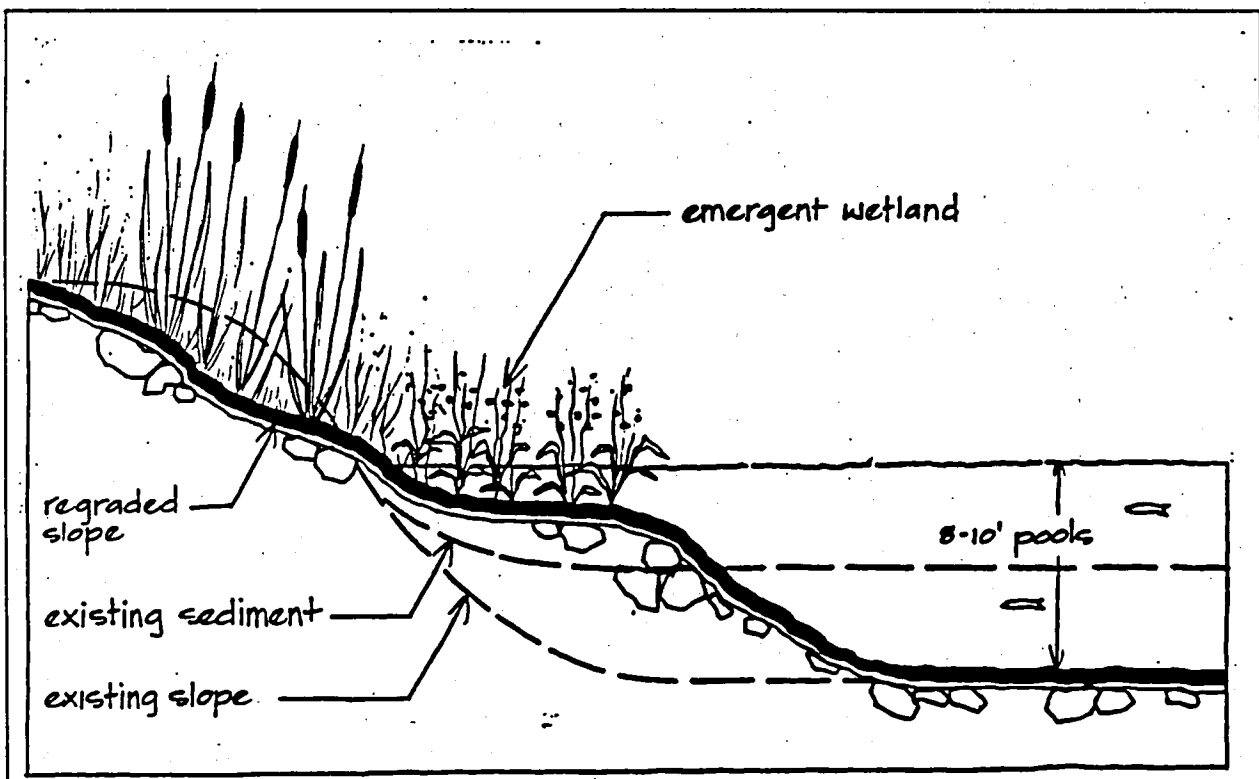
**Emergent Wetland Enhancement.** Very few areas of emergent vegetation currently exist within the ponds as illustrated in Cross Section 1. Emergent vegetation is very important for providing food and cover for wildlife and invertebrates and for improving water quality by trapping sediment and removing nutrients. To increase the amount of emergent vegetation within the ponds, it will be necessary to create gentle slopes along the banks of the ponds as illustrated in Cross Section 2. Gentle slopes between 7:1 and 10:1 can be created by grading the pond banks.

Although the water depth in the east pond is shallow, emergent vegetation has not become established. More suitable substrate in the east pond could be created by raising and lowering water levels, using the proposed west pond weir to simulate seasonal fluctuations. Water level fluctuations would need to be within a range that would not adversely affect a warmwater fishery. A proposed enhancement plan





Cross Section 1: Existing Condition



Cross Section 2: Proposed Restoration

fishery. A proposed enhancement plan involving fluctuating water levels would require close coordination with the Oregon Department of Fish and Wildlife. These newly created areas could be planted with a variety of native vegetation.

A list of native herbaceous species suitable for an emergent area are as follows:

<i>Bidens cernua</i>	<i>Nodding beggars tick</i>
<i>Carex rostrata</i>	<i>Beaked sedge</i>
<i>Carex obnupta</i>	<i>Slough sedge</i>
<i>Eleocharis sp.</i>	<i>Spikerush</i>
<i>Juncus ensifolius</i>	<i>Dagger-leaf rush</i>
<i>Oenanthe sarmentosa</i>	<i>Water parsley</i>
<i>Polygonum sp.</i>	<i>Knotweed</i>
<i>Rorippa nasturtium-aqu.</i>	<i>Watercress</i>
<i>Scirpus validus</i>	<i>Soft stem bulrush</i>
<i>Scirpus acutus</i>	<i>Hard stem bulrush</i>
<i>Sparganium emersum</i>	<i>Burreed</i>
<i>Typha latifolia</i>	<i>Cattail</i>

**Riparian Zone Enhancement.** Riparian vegetation along the margins of the ponds and the Whitaker Slough has many benefits for wildlife and the water quality of the ponds. Riparian vegetation provides travel corridors, cover, nesting areas, and an abundant food source for many species of wildlife. The roots of riparian vegetation binds soil particles which stops erosion. Overhanging vegetation shades the water, lowering its temperature, and tree limbs falling into the water provides cover for fish and substrate for macro invertebrates.

Riparian vegetation can be enhanced around all portions of the ponds and along the Whitaker Slough. Areas currently lacking significant riparian vegetation include the northern edge of the east pond. This area should be planted with species tolerant of dry soil conditions, such as Douglas fir and Big-leaf maple. Riparian vegetation is also needed along the southern edge of the east pond, which is currently dominated by a dense growth of blackberries. This area should be planted with species such

as Red alder and Black cottonwood that can provide shade and woody debris to the ponds, which are important for fish.

The following list of trees and shrubs are appropriate for planting in the Whitaker Ponds area:

#### Trees:

<i>Acer macrophyllum</i>	<i>Bigleaf maple</i>
<i>Alnus rubra</i>	<i>Red alder</i>
<i>Fraxinus latifolia</i>	<i>Oregon ash</i>
<i>Thuja plicata</i>	<i>Western red cedar</i>
<i>Populus trichocarpa</i>	<i>Black cottonwood</i>
<i>Pseudotsuga menziesii</i>	<i>Douglas fir</i>

#### Shrubs:

<i>Amelanchier alnifolia</i>	<i>Serviceberry</i>
<i>Berberis aquifolium</i>	<i>Tall Oregon grape</i>
<i>Cornus stolonifera</i>	<i>Red osier dogwood</i>
<i>Corylus cornuta</i>	<i>Hazelnut</i>
<i>Crataegus douglasii</i>	<i>Douglas hawthorn</i>
<i>Gaultheria shallon</i>	<i>Salal</i>
<i>Holodiscus discolor</i>	<i>Oceanspray</i>
<i>Rosa pisocarpa</i>	<i>Clustered wild rose</i>
<i>Salix scouleriana</i>	<i>Scouler's willow</i>
<i>Salix lasiandra</i>	<i>Pacific willow</i>

Native trees and shrubs should be planted in a random manner to simulate natural conditions. Plants should be clustered and not planted in a defined pattern. The eventual height of the trees and shrubs should be estimated and the moisture requirements of the plants should be known to determine the most suitable location for planting.

#### Non-native Plant Control

The growth of selected non-native plants needs to be controlled within the emergent wetland and riparian areas. Many non-native species within both vegetation communities will continue to grow despite attempts to control their growth. Species such as purple loosestrife and reed canarygrass are capable of forming large monotypic stands. These monotypic

stands not only preclude the growth of native species, they decrease habitat suitable for many birds, fish, and invertebrates.

English ivy and Himalayan blackberry are two non-native species which need to be controlled within the riparian areas. English ivy is common on many of the trees growing adjacent to the ponds. Himalayan blackberry is common in all areas surrounding the ponds. While Himalayan blackberry does provide habitat for wildlife, it easily outcompetes native plant species.

Initial control of all non-native species should be by hand. If this method is not effective, other control strategies could be used, including the application of chemicals. However, chemical applications should be viewed as a last resort.

#### **Warmwater Fisheries**

The Oregon Wildlife Heritage Foundation and Oregon Department of Fish and Wildlife strongly support a put and take fishery for the short term, and development of a warmwater fishery for the long term, at Whitaker Ponds. These activities will provide local youth with fishing, outdoor recreation, and educational opportunities. The Oregon Wildlife Heritage Foundation is committed to assist with funding for fish stocking and angling education.

Initially, a put and take fishery could be available to the public by simply raising the water levels of the ponds. The depth of the water in the ponds would need to be increased an additional two feet to a maximum depth of between 5 and 6 feet with the installation of a control weir in the west pond. The weir, which will be a box culvert capable of supporting vehicle traffic, will replace the 60-inch diameter corrugated metal culvert in the northwest corner of the west pond. This box culvert will contain stop boards, which can be placed at various heights to control the water depth. The year-round flow of groundwater in the ponds will ensure that the water level is maintained at a stable level. The weir will be designed to ensure that the

water quality and warmwater fish population in the Ponds are kept totally separate from the Whitaker Slough System. Water would flow in a direction from the Ponds to the Slough only, and fish from the slough could not migrate to the Ponds.

Suitable warmwater gamefish habitat within the ponds is limited due to many factors. These include: shallow water, high water temperatures, turbid water, and lack of food and cover. Shallow water is exasperated by the large amount of sediment within both of the ponds. When this sediment is eventually removed, it will increase the variety of water depths within the ponds. The ideal depth for a pond capable of providing suitable conditions for warmwater fish reproduction is between 8 and 10 feet. Depths shallower than this can support fish populations, but they may have to be stocked periodically to maintain a viable population for fishing.

In addition to shallow water, the sediment is stirred into the water column by the large number of carp found within the ponds. This creates turbid water conditions which is not suitable for many species of gamefish. It will be necessary, therefore, to remove the carp from the ponds prior to stocking with gamefish such as bass, bluegill, and crappie. Any fish removal will be conducted with Oregon Department of Fish and Wildlife oversight.

The culvert beneath the access road should eventually be removed to allow water to flow freely between the two ponds. An opening of approximately 20 feet will be sufficient to allow fish passage between the two ponds. The location of the opening should be chosen to minimize the loss of large trees along the access road.

Larger fish will probably inhabit the west pond because of the deeper water and cooler water temperatures. The east pond, with the enhancement of emergent wetland areas, will provide habitat and refuge for smaller fish. Piles

provide habitat for fish and other aquatic species.

In order to provide a fishery program, the Master Plan, illustrated on page 39, proposes to:

- Upgrade the culvert between Whitaker Slough and the west pond to allow raising of the west pond by 2' to allow for a put and take fishery. Residences on the Pond would not be affected by this minimal increase in water level.
- Remove the carp in the ponds.
- Connect the two ponds into one water body by removing the existing culvert and road between the ponds. This also creates a physical barrier between the natural surroundings north of the ponds and the more developed and active area to the south.
- Dredge the west pond and a channel to the east pond if determined to be feasible.
- Enhance areas along the north shore of the west pond for angling activities.
- Incorporate two fishing piers on the north side of the west pond.
- Explore an agreement with the School District that would remove them from liability of placing fish piers on the north side of the west pond.

#### **Active Recreation**

The Little League has utilized the existing ball fields for years through a joint-use agreement that the School District has with the Portland Parks and Recreation Bureau. The Little League receives a use permit from the Portland Parks and Recreation Bureau. The Master Plan provides for continued Little League participation but proposes concentrating sports activities to the south side of the ponds. The northernmost ball field would be removed and the area restored to a native plant community.

Phased implementation of this plan shall be done in such a manner so as to assure that a replacement ball field is available for use prior to removal of the existing field located north of the ponds. Replacement costs will be part of plan implementation. Furthermore, in relocating the northernmost field, every effort will be made to relocate it on property south of the ponds, proximate to the existing ball fields and in a manner that maintains the number of fields on the site at five. The Lakeside Little League should be consulted and involved in the ballfield relocation process. Their involvement will have a positive affect on the project.

#### **Security**





As in most urban areas, security is always a concern. To provide for increased security, the Master Plan proposes gating the entry to the site, and providing accommodations for an on-site resident park "ranger" to keep watch over the area during all hours of the day or night. An ideal location for the park ranger would be near the entrance to the park along 47th Avenue where traffic to and from the park can be easily observed. Control of access would be improved by the removal of the existing culvert and road between the ponds.



## Whitaker Ponds

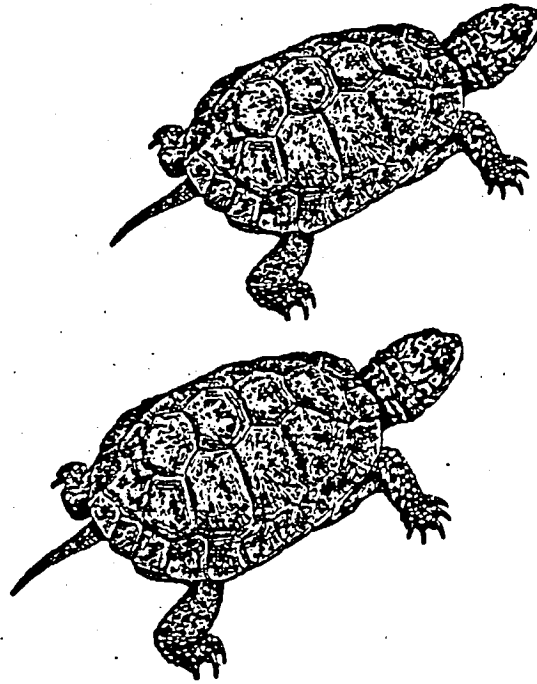
Northeast Portland  
Map #3

# Concept Master Plan

-  Water  
 Buildings  
 Tracks  
 Study Area



## V. Plan Implementation



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## PLAN IMPLEMENTATION

The concepts presented herein establish the desired vision for the project. Committed partnerships, energy and funding will be necessary to bring the plan to fruition. At present, limited funding is available and those funds are targeted for easements and/or land acquisition, not site improvements. However, easements and/or land acquisition is an important first step, since plan implementation can only occur on publicly owned land or where clear legal agreements have been negotiated with adjacent property owners. Priority lands for implementation are shown in the map on page 47.

### Priority Tasks

Due to the conceptual nature of this plan, several unknowns concerning water quality, dredge feasibility, permitting, implementation costs, and funding sources need further attention. Many of these items will directly affect the timing, scope and phasing of plan implementation and, therefore, must be addressed as a first priority. These top priority items include:

1. **Conduct Level I and Level II environmental testing for all parcels optioned for purchase.** These tests are crucial to determine the suitability of the parcels for Master Plan activities.
2. **Determine the potential of a warmwater fishery.** Test sediment and water quality in the west and east ponds to determine potential for a short term put and take fishery and a longer term, more sustainable fishery.
3. **Determine the feasibility of dredging.** Based on the results of environmental testing concerning sediment condition in the ponds, the feasibility and cost of dredging must be investigated. This is important to address early since dredging

operations could impact large areas of the site. Dredging may also provide fill material to reshape the shoreline. It will, therefore, be important to coordinate all restoration, facilities improvement, and riparian enhancement with the dredging plans.

4. **Prepare more detailed designs, cost estimates, and construction documents.** As issues concerning water quality and dredging become resolved, more detailed designs, cost estimates, phasing plans and construction specifications need to be prepared to guide site improvements.
5. **Obtain approvals and permits from necessary agencies.** After the design has been finalized and approved, permits will be necessary from agencies such as the Corps of Engineers, Division of State Lands, Oregon Department of Fish and Wildlife, and City of Portland Planning Bureau for all work affecting the ponds or slough.
6. **Seek private and public funding and partnerships to assist in the implementation of the plan.** Possible sources include:
  - The Bureau of Environmental Services (land acquisition, for restoration and water quality improvement; committed to partially funding purchase of the Klein property)
  - Oregon Wildlife Heritage Foundation (committed to funding components of the fishery program)
  - Trust for Public Land (holds option and negotiating for purchase of the Klein property)
  - Multnomah County Natural Area Fund (committed to contributing \$75,000 for land acquisition)

- \$300,000 of Multnomah County's share of the May 1995 Open Space, Parks and Streams Bond Measure Funds is designated for land acquisition adjacent to the Whitaker Ponds.
- Portland Public Schools (explore possibility of conveying ponds area to an appropriate agency)
- Oregon Department of Fish and Wildlife/Fish Restoration and Enhancement Program for dredging funds.
- Urban League of Portland (Urban Parks Program)
- Portland Parks & Recreation (coordinate with Urban Parks & Open Space Strategy)
- Pacific Power and Light Co. (committed partner in areas of employee volunteers, environmental education programs, in-kind services).
- Metro's Regional Parks and Greenspaces Department fiscal year 1995-96 proposed budget includes \$11,000 for restoration projects
- Seek partnership with Multnomah County Drainage District for
  1. dredging services
  2. funds to construct a boat ramp for joint use
- Federal grants for restoration
- Seek educational support from the Portland Public Schools and community colleges for outdoor school programs

The Priority Tasks table on page 43 illustrates a general sequencing of the Master Plan. This sequencing is based on undertaking Level I and II Environmental Testing, ongoing negotiations with property owners for the acquisition of key easements or parcels of land, and analyzing the feasibility of dredging. While most components of the plan are contingent upon fund raising over a 5-10 year time horizon, immediate site restoration activities can be undertaken by EnviroCorps members. The Oregon Wildlife Heritage Foundation has also expressed a desire to establish a put and take fishery prior to dredging the ponds.

## Cost Estimate

The Cost Estimate for Site Improvements table on page 45 identifies a range of estimated costs required to implement the Master Plan. The cost estimates are for facilities development and do not include costs for land acquisition, operation, and maintenance activities, or stocking the ponds for a put and take fishery. An operation and maintenance budget should be developed when a site managing agency is identified. Costs for stocking the ponds for a put and take fishery could range from \$6,000 to \$10,000 a year (pers. comm. Al Smith, ODFW).



## Priority Tasks

Priority Tasks	Related Master Plan Recommendations
1. Conduct Level I & II Environmental Assessment on the Klein property.	<ul style="list-style-type: none"> <li>• Clean up debris on parcel.</li> </ul>
2. Purchase Klein property	<ul style="list-style-type: none"> <li>• Explore appropriate owner/manager</li> <li>• Design and construct parking lot</li> <li>• Incorporate picnic areas</li> <li>• Build canoe/boat launch</li> </ul>
3. Establish put and take fishery	<ul style="list-style-type: none"> <li>• Test the ponds for dredging and fishery potential</li> <li>• Upgrade culvert to weir on Whitaker Slough to raise water level by 2'</li> <li>• Remove carp</li> <li>• Clear zones in the north bank for fishing access</li> <li>• Establish trails from parking area to fishing areas</li> <li>• Establish fish stocking program</li> </ul>
4. Identify immediate activities for EnviroCorps	<ul style="list-style-type: none"> <li>• Prepare detailed site design for initial site improvement activities</li> <li>• Clean up debris on the site</li> <li>• Clear blackberries</li> <li>• Enhance upland areas</li> <li>• Enhance buffer zones upon agreement with owners</li> <li>• Enhance riparian zones in areas not impacted by future dredging</li> </ul>
5. Determine feasibility of dredging.	<ul style="list-style-type: none"> <li>• Perform dredge feasibility study</li> <li>• If dredging is feasible, collaborate with Multnomah County Drainage District to implement task.</li> </ul>

Priority Tasks	Related Master Plan Recommendations
6. If dredging is feasible, establish work plan and implement.	<ul style="list-style-type: none"> <li>• Upgrade one field on the south side of the pond for tournament play</li> <li>• Connect ponds by removing culvert and road</li> <li>• Remove north ball field</li> <li>• Dredge ponds</li> <li>• Create emergent wetlands</li> <li>• Enhance riparian zones</li> <li>• Build fishing piers</li> <li>• Stock ponds with appropriate species of fish</li> </ul>
7. Purchase residential properties as they become available, subject to environmental testing	<ul style="list-style-type: none"> <li>• Determine feasibility of renovating properties for an Environmental Learning Center, and residence for a Park Ranger</li> </ul>
8. Continue negotiations with property owners for purchase or easements	<ul style="list-style-type: none"> <li>• Enhance riparian and buffer zones as permitted</li> <li>• Extend trail on north side as permitted</li> </ul>
9. Explore and identify appropriate owner/management/partnership for each task	<ul style="list-style-type: none"> <li>• Continue discussions between Metro and Portland Public Schools</li> <li>• Explore the roles, responsibilities and other appropriate project partners for plan implementation</li> </ul>

## Cost Estimate for Site Improvements

Proposed Site Improvements	Estimated Cost Ranges
Dredge Feasibility Study	\$20,000 - \$30,000
Design & construct parking lot & picnic area	\$20,000 - \$25,000
Design & construct canoe launch at Slough	\$10,000 - \$25,000
Design & construct (2) fishing piers (floating pier \$25/sf)	\$40,000
Design & upgrade weir on Whitaker Slough	\$5,000 - \$10,000
Remove carp from Ponds	\$200
Remove Culvert between Ponds and dredge Ponds to establish longterm warmwater fishery	\$150,000
Remove north ballfield <ul style="list-style-type: none"> <li>• regrade</li> <li>• remove fencing and backstop</li> <li>• 15 trees replanted</li> </ul>	\$20,000 - \$25,000
Design and construct trails, viewpoints, interpretive signage <ul style="list-style-type: none"> <li>• crushed rock paths</li> <li>• 5 signs @ \$350 ea.</li> <li>• 3 benches @ \$700 ea.</li> </ul>	\$10,000
Design and create emergent wetlands, enhance riparian buffers and upland areas	\$30,000
Upgrade ballfield on South side of ponds to tournament level <ul style="list-style-type: none"> <li>• regrade/fill</li> <li>• fine grade</li> <li>• seed</li> <li>• reuse existing fence</li> <li>• 2 new backstops and dugout</li> </ul>	\$50,000 - \$54,000
Upgrade existing residence for Environmental Learning Center	\$50,000 - \$75,000
Upgrade existing residence for Park Ranger residence	\$10,000
Design & construct bio-swale including stormwater pipe disconnect	\$45,000 - \$60,000
<b>Total</b>	<b>\$410,200 - \$564,200</b>

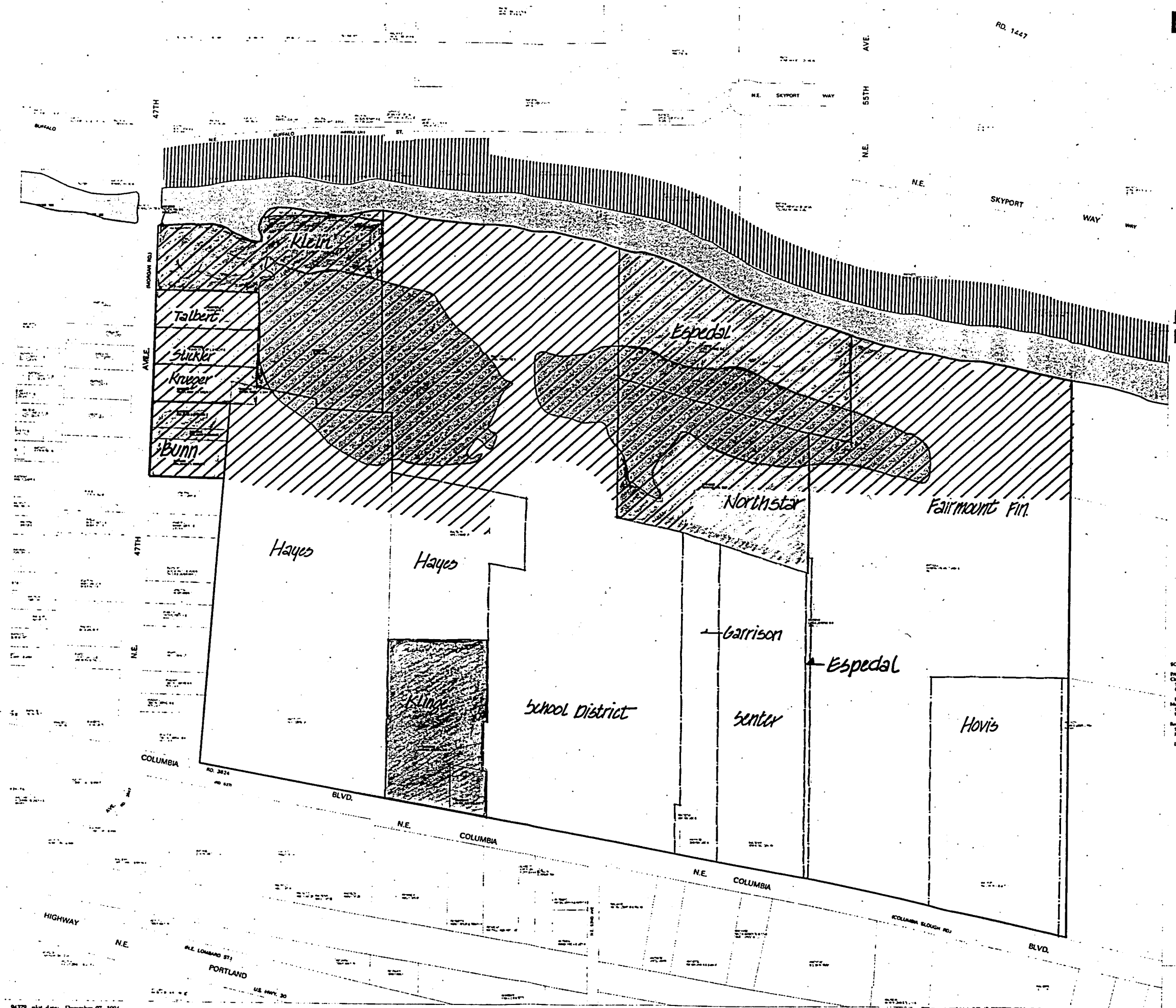
The above site improvements do not include land acquisition costs or annual operations and maintenance costs. Site improvements would only occur after the associated lands were in public ownership.

# Whitaker Ponds

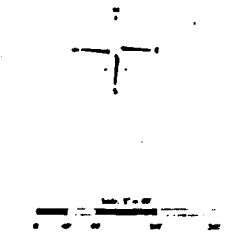
Northeast Portland

## Priority Lands for Plan Implementation

- High Priority
- Secondary Priority



SOURCES:  
FINDING MAP  
City of Portland, Multnomah County and Tigard  
Source: City, 1994  
Map accuracy: current point positional accuracy is plus or minus 10 feet or better.  
Data collection date: 11-1997  
Multnomah County Dept of Civil Eng.  
Source: Multnomah County Assessor, 1994  
Map accuracy: based on existing aerial photography. Line work created using computerized planimetry.  
Boundary of region.  
Source: Portland General Electric and Mason, 1994  
Map accuracy: current point positional accuracy is plus or minus 10 feet.  
Data collection date: 11-1997, 11-1997 or 11-1997



600 NE Grand Ave  
Portland, OR 97232-2736  
(503) 797-1700





## VI. Appendix



Wapato *Sagittaria latifolia*

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## **Contents of Appendix**

**Agreement between Portland Public Schools and Metro**

**Metro Council Resolution Approving the Whitaker Ponds Concept Master Plan**

**Public Comment Letters on Draft Master Plan and Metro's Response Letters**

**Public Involvement Information**

---


**Agreement Between Portland Public Schools and Metro**

## AGREEMENT IN CONCEPT BETWEEN PORTLAND PUBLIC SCHOOLS AND METRO

Metro proposes to lead the collective development of a management plan for the ponds on the Whitaker site, 5135 NE Columbia Boulevard, ("Whitaker") and their natural surroundings. Metro envisions this plan incorporating natural restoration, environmental education, and natural resources stewardship, while providing appropriate recreational opportunities. We wish to lead all stakeholders in and around this site in developing a long-term management plan that will be developed with consensus. Given this proposal is in the developmental stage, the undersigned agrees to:

- (1) support the concept of developing the ponds area located on the "Whitaker" site for environmental education and natural resources stewardship;
- (2) cooperate in the development of a management plan for the site;
- (3) support programs oriented toward community access to the "Whitaker" ponds site compatible with the District's policies, that may include a proposed program for developing the ponds for inner-city kids fishing;
- (4) propose that "Whitaker" property immediately surrounding the ponds not be considered surplus in the foreseeable future; (Also, recommended would be -- in the unlikely event the District's adjacent property to the pond area should be disposed of -- the Metro Greenspaces would be offered the first option to buy the pond area portion.)
- (5) designate a contact person for this project.

No monetary commitment is being requested or implied. Ultimately, a management plan will be developed that will enhance the programs of participants while conserving diminishing resources.

  
Donald D. McElroy  
Executive Deputy Superintendent  
Portland Public Schools

4/28/94  
Date

---

**Metro Council Resolution Approving the Whitaker Ponds  
Concept Master Plan**



I HEREBY CERTIFY THAT THE FOREGOING  
IS A COMPLETE AND EXACT COPY OF THE  
ORIGINAL THEREOF.

*Carthy Rose*  
Clerk of the Metro Council

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF  
APPROVING THE WHITAKER PONDS  
CONCEPT MASTER PLAN

)  
)  
)  
)

RESOLUTION NO. 95-2159

Introduced by Mike Burton,  
Executive Officer

WHEREAS, On July 23, 1992, through Resolution No. 92-1637, the Metro Council adopted the Metropolitan Greenspaces Master Plan which identified a desired system of natural areas interconnected with greenways and trails; and

WHEREAS, Preparing master plans for natural areas is a primary strategy for balancing wise public use of natural areas with protection of the natural values of the area; and

WHEREAS, The Columbia Slough wetlands are considered regionally significant greenspaces; and

WHEREAS, The Whitaker Ponds are wetlands in the Columbia Slough Watershed; and

WHEREAS, In May 1994, Metro and the Portland Public Schools entered into an agreement that called for Metro to lead the development of a Master Plan for enhancing and protecting the Whitaker Ponds area while providing appropriate levels of recreation; and

WHEREAS, The Metro Council approved \$12,500 in the FY 1994-95 budget to contract for professional services to prepare a Whitaker Ponds Master Plan; and

WHEREAS, In November 1994, Metro Parks and Greenspaces Department entered into a contract with the consulting firm of Walker & Macy to provide master planning services; and

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

WHEREAS, many private and public organizations participated in development of the Master Plan and have committed funds and/or support for Master Plan implementation; and

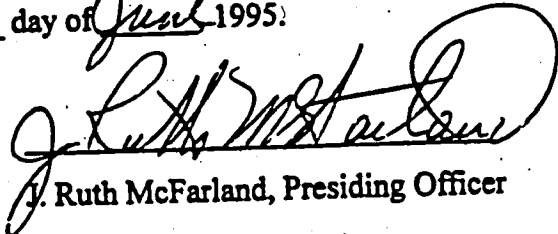
WHEREAS, The draft Master Plan document was presented to the February 28 Metro Council work session; and

WHEREAS, The draft Master Plan was distributed to the public for review and comment and those comments were incorporated into the final Master Plan; now, therefore,

BE IT RESOLVED,

That the Metro Council approves and adopts the Whitaker Ponds Concept Master Plan document in its entirety as shown in Exhibit A.

ADOPTED by the Metro Council this 1 day of June 1995.



J. Ruth McFarland, Presiding Officer

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**Public Comment Letters on Draft Master Plan  
and Metro's Response Letters**



**METRO**

**OPPORTUNITY TO REVIEW  
Draft WHITAKER PONDS CONCEPT MASTER PLAN  
February 21, 1995**

**Action:** You are invited to review and provide written comments on Metro Regional Parks and Greenspaces Department's Draft Whitaker Ponds Concept Master Plan (copy enclosed). Written comments on the Draft Whitaker Ponds Concept Master Plan will be accepted until 5:00 pm on March 14, 1995. Please mail written comments to Jane Hart, Regional Parks and Greenspaces Department, Metro, 600 NE Grand Ave., Portland, OR 97232-2736.

**Future Opportunities for Public Involvement:** Following the close of the public comment period for the Whitaker Ponds Concept Master Plan, a Final Whitaker Ponds Concept Master Plan will be prepared. When the Final Whitaker Ponds Concept Master Plan is available for distribution, it will be presented to the Metro Council for approval and adoption by Resolution at a public hearing. You will receive written notice when the Final Whitaker Ponds Concept Master Plan is available and the date that it will be presented at a Metro Council Public Hearing.

**For Further Information:** If you have any questions on this Draft Whitaker Ponds Concept Master Plan, please contact me at (503) 797-1585.

A handwritten signature in cursive script that reads "Jane Hart". The signature is written in black ink and is positioned above the printed name and title.

Jane Hart  
Project Manager  
Regional Parks and Greenspaces Department

Enclosure:  
Draft Whitaker Ponds Concept Master Plan

March 6, 1995

DEPARTMENT OF  
FISH AND  
WILDLIFE



Jane Hart  
Regional Parks and Greenspaces Department  
Metro  
600 NE Grand Ave.  
Portland, OR 97232-2736

SALEM DISTRICT  
OFFICE

Re: Comments on Draft Whitaker Ponds Concept Master Plan

These comments are provided to supplement the input I provided as a member of the Whitaker Ponds Advisory Panel during development of the draft plan.

#### Page 39 - Public Access and Use

Gating the entrance to the parking area off 47th Avenue and securing it at night is an acceptable security measure. However, the gate should be opened early enough and closed late enough to permit fishing and wildlife viewing during the early morning and evening hours when these activities are often most productive. I suggest closing the gate from one hour after sunset to one hour before sunrise.

#### Page 40 - Sediment Removal (Dredging)

My primary concern with the shallow depths is lack of space for fish production and angling, rather than high temperatures. High temperatures alone rarely kill warmwater game fish or prevent reproduction. Usually fish kills are caused by oxygen depletion. This occurs more often in a small volume of water.

The existing silt bottom is unsuitable for spawning by warmwater game fish and limits the diversity of invertebrates available for fish food.

#### Page 40 - Emergent Wetland Enhancement

Using the proposed West Pond weir to raise and lower the water level to simulate seasonal fluctuations may not be compatible with maintaining fish populations if depths are only marginally adequate for fish at the maximum water level.



4412 Silverton Road NE  
Salem, OR 97305  
(503) 378-6925  
FAX (503) 378-6233



Page 43 - Warmwater Fisheries

The outlet dam should be designed to prevent movement of undesirable fish from the slough into the West Pond

The issue of fishing access from floating devices isn't addressed. I believe that non-motorized craft could be permitted on the West Pond, at least until ponds are connected, without conflicting with other uses. However I believe I recall some opposition within the advisory panel to allowing water access. Perhaps you have some notes on this issue from public or advisory panel meetings. I'm sure that it will come up if a fishery is provided. Those who use float tubes will want a ruling on these devices.

Page 50 - Plan Implementation

The correct title of this agency's potential funding source is the Fish Restoration and Enhancement Program.

Page 51 - Priority Tasks

Item 3 - Establish put and take fishery.

Second in priority to raising the water level should be placement of fishing piers. These are needed from the outset to provide the physically challenged with access to deeper, fish-holding water. Piers should be designed for removal during dredging. Since School District policy won't allow placement of piers, it will be necessary for Metro to negotiate an agreement with the district to alleviate their concerns about liability.

Thank you for the opportunity to participate in development of the plan and to review this draft.

*Kin Daily*

Kin Daily  
Warmwater Fish Biologist



**METRO**

Kin Daily  
Oregon Department of Fish and Wildlife  
4412 Silverton Rd., NE  
Salem, OR 97305

Dear Kin:

May 11, 1995

**SUBJECT: RESPONSE TO MARCH 6, 1995 COMMENT LETTER ON DRAFT  
WHITAKER PONDS CONCEPT MASTER PLAN**

Thank you for your March 6, 1995 comment letter on the Draft Whitaker Ponds Concept Master Plan. We appreciate the time you have taken to provide your valuable input. This letter will address your comments and concerns and identify any related changes that will be made in the Final Whitaker Ponds Master Plan. Comments will be addressed in the order that they were raised in your letter.

**1. Public Access and Use**

The final Master Plan will include a statement that the park gate should be open early enough and closed late enough to allow ample opportunity for fishing and wildlife viewing when these activities are most productive. Exact times will need to be established at a future date when a managing agency has been identified. For your information, other Metro parks open and close their gates at legal sunrise and legal sunset.

**2. Sediment Removal (Dredging)**

Language reflecting your primary concerns with the shallow depths of the ponds will be included in the final Master Plan in Chapter 4 under Sediment Removal. Regarding oxygen depletion, a pre-development monitoring plan will be developed for the ponds this summer to begin to characterize the parameters required to support a temporary put-and take-fishery.

**3. Emergent Wetland Enhancement**

The final Master Plan will qualify the emergent wetland enhancement discussion with the statement that the fluctuating water levels would be within a range that would not detrimentally impact a fishery. A proposed enhancement plan involving fluctuating water levels would require close coordination with ODFW.

#### **4. Warmwater Fisheries**

We agree that in development of a warmwater fishery, every precaution must be taken to eliminate the migration of potentially contaminated fish from the Columbia Slough and Whitaker Slough into the Whitaker Ponds. The draft Master Plan recommends that the culvert between the Whitaker Slough and the west pond be upgraded, which would eliminate movement of water and fish from the Whitaker Slough into the pond system.

#### **5. Fishing access from floating devices.**

Boat usage on the ponds was not recommend as a master plan element in the draft Master Plan. There are several reasons for that policy and we agree that the final Master Plan should be explicit about boat usage. As you know the Whitaker Ponds Master Plan attempts to balance public use of the natural area with wildlife habitat enhancement and protection. In order to accomplish that balance, the draft Plan recommends enhancing buffer zones on the south side of the ponds and prohibiting public access in those areas. Prohibiting public access on the south side of the ponds also meets the goal of providing assurances to adjacent industrial neighbors regarding liability and security issues. If boats and float tubes were allowed on the west pond there would be no way to prevent them from inadvertently disturbing wildlife living near the southern pond edge or from debarking on private property. In addition, due to the relatively small size of the pond, there could be conflict between boat and bank anglers.

If the dredging proves feasible, and the two ponds were joined by removing the existing culvert, the east pond would serve as a refuge and spawning area for fish. With no barrier between the west and east ponds it would be impossible to allow boating on the west pond and prevent it on the east pond. If boating had been allowed on the west pond it would be extremely difficult to reverse the policy when the two ponds were joined.

#### **6. Plan Implementation**

The final Master Plan will reflect the correct program name of ODFW's potential funding source.

#### **7. Priority Tasks**

The draft Master Plan identifies the dredge feasibility study as a first priority. The dredge feasibility study would determine whether fishing piers should go in the ponds before or after dredging. Regardless of the results of the dredge feasibility study, bank angling opportunities would be developed following the raising of the water levels.



# CITY OF PORTLAND ENVIRONMENTAL SERVICES



1120 S.W. Fifth Ave., Room 400, Portland, Oregon 97204-1972  
(503) 823-7740, FAX (503) 823-6995

March 15, 1995

Jane Hart  
Metro  
600 N.E. Grand Avenue  
Portland  
Oregon 97232-2736

Dear Jane:

**SUBJECT: COMMENTS ON DRAFT WHITAKER PONDS CONCEPT  
MASTER PLAN**

Thank you for the opportunity to provide comments on the above-referenced plan. The City of Portland's Bureau of Environmental Services (BES) strongly supports this restoration plan. However, we feel that some substantive issues have not been addressed in the Concept Master Plan.

BES and Metro have had discussions regarding the design and construction of a pollution reduction facility, such as wetlands/ swales, to passively treat stormwater entering the west end of Whitaker Pond. Incorporation of these facilities are important to the long range vision of the watershed program. However, it should be noted that stormwater pollution reduction facilities are not allowed in the environmental conservation overlay zone. We may be able to discuss this issue with the City's Bureau of Planning at a future date.

BES is conducting a sediment remedial investigation / feasibility study of the Columbia Slough. This project aims to determine the nature and extent of sediment contamination, determine types and levels of risks, and propose remedial actions to mitigate risk at high risk locations. We have just completed the screening level risk assessment (SLRA) of 300 sites in the Upper and Lower Slough. The SLRA results show that the Whitaker Ponds are adjacent to a potentially high risk site in the Slough. We recommend that sediments from the Whitaker ponds be tested for contamination to ensure that fishery and other aquatic life will not be adversely impacted, and that fish from the ponds are safe for consumption. Please feel free to call Chee Choy, Project Manager of the Sediment Project, at 823-5310 about the status of the sediment study.

The Oregon Health Division has issued a health advisory against consuming fish caught from the Columbia Slough because PCBs have been found in fish tissues. The recently completed screening level risk assessment of the Columbia Slough Sediment Project also found contaminants such as PCBs, DDE, and arsenic in fish caught from the Slough. These contaminants may pose potential health risk to humans. The Whitaker Pond Master Plan envisions a put and take warmwater fishery. Although we think this is a great goal to

Jane Hart  
Metro  
March 15, 1995  
Page 2

achieve, caution is warranted in the development of the warmwater fishery. In addition, the hydrology of the ponds and outfall structure need further consideration so that there is no migration of fish between the Slough and the ponds. The design of the Whitaker Ponds Project should discourage fishing from the Slough.

In summary, BES strongly supports this project shown by our partnership with Metro on site development. We believe that addressing the above points will ensure an improved final product that is technically viable from an environmental perspective.

Sincerely,

A handwritten signature in cursive script that reads "Liane M Scull".

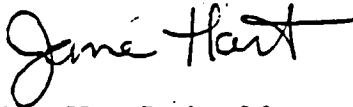
Liane M. Scull, P.E.  
Columbia Slough Watershed Manager



As you mentioned, the School District's policy does not allow placement of fishing piers. Your concern is addressed in Chapter 4 under Components of the Master Plan. In the section on Public Access and Use it is recommended that Metro and the School District explore the approach of Metro being solely responsible for management of activities north of the ponds while the School District continue to be solely responsible for the facilities and uses south of the ponds. In the section on Warmwater Fisheries, it is recommended that an agreement be explored with the Portland Public Schools that would remove them from their concerns about liability. Metro would favor a decision by the School District to convey the property in the pond area to Metro, thereby releasing the school district of liability and allowing the use of fishing piers. Fishing piers would meet requirements of ADA.

We hope that your concerns have been fully addressed with this letter. Should you need further clarification on any of the issues, please call me at 797-1585.

Sincerely,

A handwritten signature in cursive script that reads "Jane Hart". The signature is written in black ink and is positioned above the printed name and title.

Jane Hart, Project Manager  
Metro Regional Parks and Greenspaces Department

CC: Al Smith, ODFW



Liane Scull  
City of Portland Environmental Services  
1120 SW 5th Ave., Room 400  
Portland, OR 97204

**METRO**

May 9, 1995

Dear Liane:

**SUBJECT: RESPONSE TO MARCH 15, 1995 COMMENT LETTER ON  
DRAFT WHITAKER PONDS CONCEPT MASTER PLAN**

Thank you for your March 15 comment letter on the Draft Whitaker Ponds Concept Master Plan. We appreciate the time you have taken to provide input into this planning process. This letter will address your comments and concerns and identify any related changes that will be made in the Final Whitaker Ponds Master Plan. Comments will be addressed in the order that they were raised in your letter.

1. Design and construction of a pollution reduction facility in the Environmental Conservation Overlay Zone.

Following up on our recent phone conversation, construction of the proposed stormwater reduction facility (bioswale) is consistent with the type of development allowed in environmental conservation zones in the location of Whitaker Ponds. Of course, project approval would be subject to Environmental Zone Approval Criteria contained in Chapter 33.430.250 of the City's development code and an environmental review by the Planning Bureau. The City's Environmental Zone Approval Criteria will be referenced under *Zoning in the Existing Conditions Chapter* of the final Master Plan.

2. Sediment Sampling of the Whitaker Ponds.

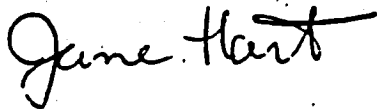
Your recommendation that sediments from Whitaker Ponds be tested for contamination is consistent with recommendations outlined in Chapter 5 of the Draft Master Plan. A first priority task called out in that Chapter is to perform water quality and sediment sampling to determine suitability of the ponds for an initial fish stocking program and longer term self-sustaining warmwater fishery. The final Master Plan will contain a statement that sediment sampling of the Whitaker Ponds will be coordinated with the Screening-Level Risk Assessment that BES conducted as part of the Sediment Remedial Investigation and Feasibility Study for the Columbia Slough.

3. Development of Warmwater Fishery.

We agree that in development of a warmwater fishery, every precaution must be taken to eliminate the migration of potentially contaminated fish from the Columbia Slough and Whitaker Slough into the Whitaker Ponds. In light of the existing health advisory against consuming fish caught from the Columbia Slough, the Whitaker Ponds system will need to be completely separated from the Slough prior to stocking the ponds with healthy fish. The draft Master Plan recommends that the culvert between the Whitaker Slough and the west pond be upgraded to a weir, which would eliminate movement of water and fish from the Whitaker Slough into the pond system. Chapter 4 of the final Master Plan will discuss the design requirements of the weir including the need to eliminate the possibility of fish migrating from the Whitaker Slough into the ponds.

We hope that your concerns have been fully addressed with this letter. Should you need further clarification on any of the issues discussed in this letter, please call me at 797-1585.

Sincerely,



Jane Hart, Project Manager  
Metro Regional Parks and Greenspaces Department

CC: Chee Choy, City of Portland, BES

---

## **Public Involvement Information**

# NEWS RELEASE

600 NORTHEAST GRAND AVENUE | PORTLAND, OREGON 97232 3736  
TEL 503 797 1510 | FAX 503 797 1790



**METRO**

From the Office of Public and Government Relations  
Merrie Waylett, director, (503) 797-1790

Dec. 6, 1994

For immediate release

For more information, call Jane Hart at (503) 797-1585

## **Whitaker ponds in Northeast Portland focus of community meeting**

A community workshop scheduled Wednesday, Dec. 14, will solicit ideas and comments about the future management of a northeast Portland greenspace.

The meeting, hosted by Metro, Portland Public Schools and EnviroCorps, is being held to discuss plans to enhance and protect the Whitaker ponds adjacent to the Columbia Slough and part of the old Whitaker School grounds.

The workshop will be held from 6 to 8 p.m. at Whitaker Middle School Cafeteria, 5700 NE 39th Ave., Portland.

The study area considered encompasses about 90 acres of publicly and privately held land bordered by the Columbia Slough, Northeast 47th Avenue, Northeast Columbia Boulevard and the eastern edge of the ponds. The site offers a unique opportunity to maintain the existing recreational use and provide watershed protection to the slough, wildlife habitat and public access.

Representatives of Metro, Portland Public Schools, Cully Neighborhood Association, Lakeside Little League, EnviroCorps, the Oregon Wildlife Heritage Foundation and the Trust for Public Land will be on hand for presentations and to lead the discussion.

###



THE OREGONIAN, THURSDAY, DECEMBER 8, 1994

## **Whitaker Ponds program community meeting topic**

A community meeting to discuss restoration of Whitaker Ponds in Northeast Portland is scheduled for 6 to 8 p.m. Wednesday at Whitaker Middle School, 5700 N.E. 39th Ave.

The session will be held by Metro, Portland Public Schools and EnviroCorps, a branch of the national AmeriCorps effort. The agencies are working together to restore the 90-acre areas of land that is bordered by the Columbia Slough, Northeast 47th Avenue and Northeast Columbia Boulevard.

The site offers the opportunity to maintain existing recreational uses and provide protection to the slough and enhance wildlife habitat and public access.

# **NOTICE**

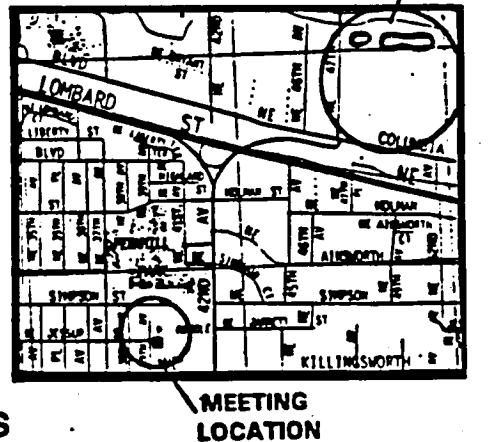
## **COMMUNITY WORKSHOP**

Now's the time to get involved! Please join us to learn about plans to improve a special natural area in Northeast Portland. We want to hear your ideas about the long-term management of the Whitaker Ponds, located near the old Whitaker School in Northeast Portland.

**WHAT:** A community workshop to receive public input on long-term management goals for the Whitaker Ponds area of the old Whitaker School. Meeting sponsors include Portland Public Schools, EnviroCorps and Metro.

**WHEN:** Wednesday, December 14, 1994  
6:00pm to 8:00pm

**WHERE:** Whitaker Middle School  
The Cafeteria  
5700 NE 39th Avenue  
Portland, OR



## **MEETING HIGHLIGHTS**

- View maps and aerial photographs of the Whitaker Ponds Study Area.
- Hear presentations from: Portland Public Schools, Cully Neighborhood Association, Lakeside Little League, EnviroCorps (Recipients of President Clinton's Citizenship Grant), Oregon Wildlife Heritage Foundation, Trust for Public Land, and Metro.
- Share your verbal histories and old photographs of the Whitaker Ponds area.
- Provide your ideas and comments to an independent review panel responsible for recommending a concept design for the Whitaker Ponds area.
- Learn about the next steps in the project and your opportunities for future involvement in the development of the management plan.

*Refreshments will be served.*

**For additional information, call Jane Hart at Metro 797-1585.**

## **AGENDA**

for the

### **WHITAKER PONDS MEETING**

**Wednesday, December 14, 1994, 6-8pm  
Whitaker Middle School Cafeteria, 5700 NE 39th Ave.**

- |   |  |                  |
|---|--|------------------|
| <b>1. Welcome</b>   | <b>Metro Councilor Ed Washington</b>                                   | <b>6:00-6:05</b> |
| <b>2. Where are the Whitaker Ponds?<br/>Why are we here tonight?<br/>What are the next steps?</b> | <b>Jane Hart, Metro, Regional Parks<br/>and Greenspaces Department</b> | <b>6:05-6:15</b> |
| <b>3. Advisory Panel Introductions</b>  | <b>Sally Creasman, Teacher,<br/>Madison High School</b>                | <b>6:15-6:30</b> |
| <b>4. Community Presentations</b>   |  | <b>6:30-6:45</b> |
| Lakeside Little League  | Karen Schade, Board President  |                  |
| EnviroCorps Representatives   | Jim Desmond, Project Coordinator                                       |                  |
| Trust for Public Land   |  |                  |
| <b>5. Consultant Presentation</b>   | <b>Walker &amp; Macy, SRI/Shapiro</b>                                  | <b>6:45-7:00</b> |
| Existing conditions of the Whitaker Ponds study area  |  |                  |
| <b>6. Receive Public Input on Whitaker Ponds<br/>Management Plan Goals</b>                        |  | <b>7:00-7:55</b> |
| <u><b>We want to hear your QUESTIONS, CONCERNS, and COMMENTS</b></u>                              |  |                  |
| <b>7. Closing Remarks</b>   | <b>Councilor Ed Washington</b>   | <b>7:55-8:00</b> |

**MEMORANDUM**

**TO:** Jane Hart/Metro  
**FROM:** Bennett Burns/Walker & Macy  
**RE:** Whitaker Ponds Public Meeting of 12-14-94  
**JOB #:** 9472  
**DATE:** December 21, 1994  
**COPIES:** Doug Macy, John Van Staveren

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- I. The meeting was kicked off with comments by Metro Councilor Ed Washington. Jane Hart then provided project background, goals, and next steps for public involvement.

Project goals include:

- Restore the natural resources on the site.
- Provide environmental education and stewardship opportunities.
- Encourage community access and use through a variety of programs.
- Incorporate the needs and concerns of all property owners and users.
- Improve water quality.

The next steps in the Whitaker Ponds management planning process are included at the end of this memo.

- II. The Advisory Panel members were then introduced and each made a brief statement as to their interest in the project. Panel members included:

- **Sally Creasman- Madison High School**  
Sally is a teacher at Madison High School and a member of Columbia Slough Watershed Council. The focus of her interest in the project is on providing environmental education opportunities for school children.
- **Erwin Bergman- Cully Neighborhood Association**  
Erwin is a resident in the nearby Cully Neighborhood and is very interested in improving pedestrian access to the park and enhancing the area as a unique natural area to increase livability and provide a natural "sanctuary" for the densely populated northeast residents.

- **Ned Hayes Jr.- Property Owner**  
Ned owns the land south of the western pond. This property has been leased to Volth Sulzer for numerous years and the tenant has the option to buy the property. Ned supports the project but is concerned with balancing industrial use with wildlife enhancement, public access and recreation.
- **Pamela Brown- Portland Public Schools**  
Metro is currently working cooperatively with Portland Public Schools to utilize the defunct Whitaker School site for natural area enhancement, environmental stewardship, and increased community access. Pamela is the party representing Portland Public Schools in the development of the Management Plan.
- **Kim MacColl Jr.- Oregon Wildlife Heritage Foundation**  
Kim has been working with Metro, ODFW and the City of Portland for over 3 years to develop an area to provide inner city kids with fishing, outdoor recreation, and educational opportunities. The organization has agreed to provide funding for the project for construction of docks, fencing, habitat improvement, and water quality enhancement.
- **Edna Mae Pittman- Concordia Neighborhood Association**  
Edna Mae is a resident in the nearby Concordia Neighborhood and is very interested in developing the area as a natural outlet for the park deficient northeast neighborhoods.
- **Kin Daily- Oregon Department of Fish & Wildlife**  
Kin is interested in enhancing wildlife opportunities in urban areas and has been working with the Oregon Wildlife Heritage Foundation to develop a warm water fisheries at this site. Kin would prefer to develop the fishery on the western pond while protecting the eastern pond for enhanced wildlife value.

III. Brief presentations were made from community organizations that have a vested interest in the project:

- **Lakeside Little League- Karen Schade**  
This Little League organization utilizes the existing ball fields at Whitaker School during the softball season which lasts from February to August. A one-week tournament is held in August during which the area receives participants and spectators from across the northwest. At present time, all existing fields are utilized.
- **AmeriCorps**  
AmeriCorps, a recently created national program patterned after the Peace Corps and Vista, is sponsoring approximately 20 young adults to restore wildlife habitats and urban greenspaces. In addition to gaining work experience, the AmeriCorps volunteers will earn tuition credit to be applied to the college of their choice. At Whitaker Ponds, volunteers will be assisting in plan development as well as implementation of restoration strategies.



- **Trust For Public Land- Jim Desmond**  
The Trust For Public Land has been actively involved in negotiations to purchase the Klien property north of the western pond, which contains a debris dump. This parcel is key to the management plan since it provides access off 47th Avenue and is contiguous with the School District property.

- IV. An analysis of the existing conditions was presented by Walker & Macy and SRI/SHAPIRO. Maps describing zoning, ownership, existing use patterns and vegetative communities were discussed. It was pointed out that the ponds were shallower than originally presumed and that an existing culvert is spewing oil into the ponds. The origin of this culvert is unclear. It was also pointed out that the area could benefit from more emergent wetlands and an enhanced riparian zone.
- V. The public discussion portion of the evening produced many comments and concerns as summarized below:
- The ponds provide important flood storage capacity during times of heavy rain.
  - Natural springs were historically identified as providing a source of fresh water for the ponds.
  - The surrounding area does not contain sewers, which may have effected ground water quality.
  - The industrial area to the south may have had an impact on water quality in the ponds.
  - A concern was expressed about contaminants in the silt. Testing needs to be conducted on the sediments.
  - Planting of large trees is needed on the south side of the ponds to provide shade and improve habitat.
  - Whitaker School is used heavily for police training operations. Training is focused in the classroom currently, but there may be a need to use the ponds for water training.
  - Police training at Whitaker School may help deter vandalism.
  - A police training operation may not balance with the natural character of the site.
  - Little League currently uses all existing fields for practice or games.
  - 1000 people per day come to the site to watch softball during tournaments.
  - The southernmost field is used for disadvantaged athletes. It is the most accessible.
  - It may be desirable to relocate the northernmost ballfield to create a continuous open space on the north side.

- The site is not completely secure.
- There have been problems with gang vandalism.
- Industrial owners to the south have a concern about access, liability, and safety on their property. Access needs to be controlled on the south side of the ponds.
- Voith Sulzer has possible plans for expansion to the north towards the ponds. The Management Plan must accommodate buffering, security, and allow for industrial growth.
- A warm water fishery would be an important recreational resource for urban youths.
- Provide an accessible dock for wheelchair bound anglers.
- The recent restoration project was a good effort and utilized an appropriate palette of natives, but the planting should look more natural with larger drifts of similar species.
- Some blackberries could be left as barriers.
- English ivy is invasive and should not be planted.
- Pedestrian access is needed from neighborhoods to the south.
- Look at access to the site through the dump area. 47th Avenue could provide a safer access point.
- Multnomah County Drainage District needs access to the slough for flood control and clean up.
- Consider routing a pedestrian path around both lakes.
- Incorporate benches and viewing blinds along the trail.

VI. Next Steps in the Whitaker Ponds Management Planning Process

1. December 15 - January 12, 1995:  
Based on public input at december 14th community workshop, EnviroCorps will work with Metro consultant to develop 2 to 3 conceptual illustrations of the proposed improvements to the Whitaker Ponds Management Planning study area.
2. January 12, 1995:  
Receive public input on the conceptual drawings of proposed improvements to the Whitaker Ponds Management Planning study area. Meeting Objective: Reach consensus on a conceptual design that reflects Management Plan goals.

3. **January 12, 1995:**  
Advisory Panel recommends conceptual design for the Whitaker Ponds Management Plan.
4. **January 12-January 26:**  
Consultant refines selected concept and develops narrative for the management plan document.
5. **January 26, 1995:**  
Draft final Management Plan released for public review. Consultant presents draft final Management Plan to Metro Council.
6. **February 15, 1995:**  
Close of public comment period for draft final Management Plan.
7. **February 26, 1995:**  
Final Management Plan document available to public.

## **NOTICE**

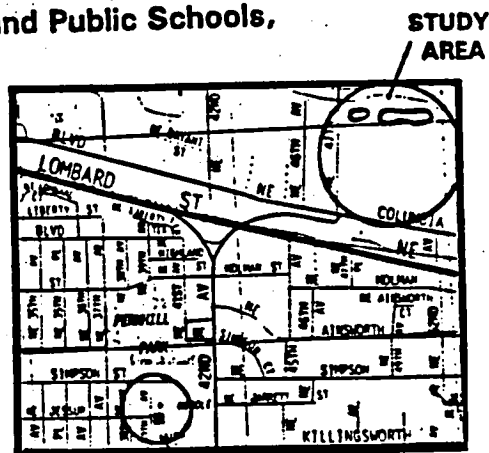
### **COMMUNITY WORKSHOP**

Come view the design drawings for proposed future uses of the Whitaker Ponds study area near the old Whitaker School in NE Portland. We want to know if your ideas and concerns about the study area have been incorporated into the design drawings.

**WHAT:** A community workshop to review and discuss design drawings of proposed future uses in the Whitaker Ponds study area. Public input at this meeting will help shape a preferred design upon which to develop the Whitaker Ponds Management Plan. Meeting sponsors include Portland Public Schools, EnviroCorps and Metro.

**WHEN:** Thursday, January 12, 1995  
7:00pm to 9:00pm

**WHERE:** The Whitaker Middle School  
The Cafeteria  
5700 NE 39th Avenue  
Portland, OR



### **MEETING HIGHLIGHTS**

- ◆ Review conceptual drawings that propose various environmental restoration and education opportunities and recreational uses for the Whitaker Ponds Study Area.
- ◆ Provide your ideas and comments about the designs to an independent review panel responsible for recommending a concept design for the Whitaker Ponds study area.
- ◆ Learn about the next steps in the project and your opportunities for future involvement in development of the management plan.

*Refreshments will be served.*

For additional information, call Jane Hart at Metro 797-1585.

# **AGENDA**

**for the**

## **WHITAKER PONDS COMMUNITY WORKSHOP**

**Thursday, January 12, 1995, 7-9pm  
Whitaker Middle School Cafeteria, 5700 NE 39th Ave.**

- |  |   |                  |
|--|---|------------------|
| <b>1. Welcome</b>  | <b>Metro Councilor Ed Washington</b>                            | <b>7:00-7:05</b> |
| <b>2. Progress Report</b>  | <b>Jane Hart, Metro Project Manager</b>                         | <b>7:05-7:15</b> |
| <b>3. Advisory Panel Report</b>  | <b>Erwin Bergman, member Cully<br/>Neighborhood Association</b> | <b>7:15-7:20</b> |
| <b>4. Consultant Presentation</b>  | <b>Bennett Burns and Doug Macy,<br/>Walker &amp; Macy</b>       | <b>7:20-7:40</b> |
| <ul style="list-style-type: none"><li>• Review existing conditions</li><li>• Review management plan goals</li><li>• Summarize public input received to date</li><li>• Review resource management plan alternatives</li></ul> |   |                  |
| <b>5. EnviroCorps Update</b>   | <b>Brian Elliott and Karen Shay,<br/>EnviroCorps members</b>    | <b>7:40-7:45</b> |
| <b>6. Receive Public Input on Whitaker Ponds Resource<br/>Management Plan Alternatives</b>   |   | <b>7:45-8:55</b> |
| <p><b>This is the opportunity to share your ideas and concerns about the<br/>various resource management plan alternatives for the Whitaker Ponds<br/>study area.</b></p>  |   |                  |
| <b>7. Closing Remarks</b>  | <b>Councilor Ed Washington</b>                                  | <b>8:55-9:00</b> |

**MEMORANDUM**

**TO:** Jane Hart/Metro  
**FROM:** Bennett Burns/Walker & Macy  
**DATE:** January 17, 1995  
**RE:** Whitaker Ponds Public Meeting of 1-12-95

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- I. The meeting was initiated with opening comments by Metro Councilor Ed Washington. Jane Hart then recapped the project background, the planning process to date, and indicated the next steps for public involvement.
- II. Erwin Bergman, member of the Cully Neighborhood Association and advisory panel, outlined the Advisory Panel's role in the plan development. Following the public meeting, the panel will meet at the Whitaker Pond site to discuss the three alternative concepts and then make their recommendation to Metro on the preferred concept. The panel will also be involved in reviewing the draft management plan and will attend the final Metro council hearing on the plan.
- III. The site analysis maps that were presented at the December 14th meeting were summarized by Walker & Macy to help familiarize all members of the audience with the project. The maps described zoning, ownership, existing use patterns, and vegetative communities.
- IV. Project goals were recapped with two new goals added since the last meeting. Project goals include:
  - Restore the natural resources of the site.
  - Provide environmental education and stewardship opportunities.
  - Encourage community access and use through a variety of programs.
  - Incorporate the needs and concerns of all property owners and users.
  - Improve water quality.
  - Insure compatibility between industrial activities and recreational users.



- V. Three alternative concepts for natural resource management were presented by Doug Macy. The concepts illustrated zones for different types of activities and represented a range in the intensity of active recreation verses natural resource protection and enhancement.

The alternatives were designed to allow for phasing over time, but with the intent of establishing a long range vision for site development.

Due to site constraints, common goals and overall concerns, each of the alternatives possesses a set of common features, which include:

- Provision of a primary access to the site off 47th Avenue with parking for 40 cars. This provides a safer vehicular entry than can be offered along Columbia Boulevard.
- Incorporation of water quality enhancement measures. To improve water quality in the ponds, stormwater runoff from all new impervious surfaces should be treated through bioswales. In addition, point source pollutants should be identified and eliminated.
- Commitment to restoring and enhancing riparian and upland habitats. Through creating more diversity in vegetative communities, wildlife habitat can be significantly improved.
- Provision of environmental education opportunities. Wildlife viewing areas, interpretive signage, and educational programs should be incorporated into the overall management of the site.
- Provision of a buffer between industrial users and recreational users. To maximize safety, security, and reduce the conflict between human use and industrial activity, no public access is proposed on the southern portion of the ponds, with the exception of the school district property. With the cooperation of private owners, these buffer zones would be planted heavily to enhance riparian habitats and increase screening of industry.

The three alternatives are described below:

- (A) Active Recreation/Natural Resource Enhancement  
This concept involves the least amount of alteration to the site and provides the greatest amount of active recreation while also providing for restoration of riparian and upland zones. Key factors include:

- No dredging of the ponds. The pond depths and wetland emergent zones remain unchanged, thus a fisheries program is not recommended.
- The northernmost (tournament level) ballfield is removed and the area is developed into a picnic area. To replace a tournament level field, one of the southern fields would be regraded and fences for tournament activity.
- A series of trail loops are provided throughout the site with view points by the ponds.

(B) **Active Recreation/Fisheries/Natural Resource Enhancement**  
This concept involves dredging the ponds and connecting both ponds into a continuous water body. Key features include:

- Creation of warm water fisheries. Deep pools 8-10' would be created to improve fish habitat, fishing piers would be added to the west pond, and the east pond would be enhanced for juvenile fish rearing habitat.
- No pedestrian connection would be provided between the northern portion of the site and the southern portion.
- The northernmost (tournament level) ballfield is removed and the area is developed into a picnic area. To replace a tournament level field, one of the southern fields would be regraded and fences for tournament activity.
- The northern portion would be restored and enhanced for wildlife habitat and environmental education. Access to the eastern pond would be limited.
- The southern portion of the School District property would continue to be used for softball.

(C) **Natural Resource Enhancement Fisheries/Environmental Education.**  
The third alternative sets a long range vision of relocating the Little League activity to another location once another location has been identified and focuses management on natural resource enhancement and environmental education. Key features include:

- Creation of warm water fisheries through dredging the ponds and incorporating fishing piers. The two ponds would be connected, but a pedestrian bridge would link both sides.

- The eastern pond would be enhanced for juvenile fish rearing and habitat protection. Access would be restricted to one viewpoint along the eastern pond.
- An environmental learning center would be incorporated into a wing of the old Whitaker School, with trails radiating from the center to numerous vegetative zones and interpretive stations.
- The portion of the School District property presently containing ballfields would be restored into an arboretum-type planting, containing native meadows, native forests, and shrub communities. The area could be used for outdoor classrooms and demonstration projects.

VI. EnviroCorps members Brian Elliot and Karen Shay described the restoration measures that they could undertake, to implement the preferred concept plan, assuming Metro purchases the Klein property (junkyard). These measures include:

- Clean-up of the northern bank of the western pond to remove concrete and debris.
- Planting of riparian and upland plant communities on the school property and along buffer zones as negotiated with property owners.
- Construction of trails and observation points.

VII. The discussion of the alternatives generated much discussion. Of particular concern, was the overall reduction in the number of ballfields from five to four. Little League sponsors felt four fields would not be adequate to meet the seasonal demands, and were strongly opposed to any plan that reduced their playing opportunities. However, everyone supported the notion of relocating the northernmost field as long as a nearby site could be acquired for its relocation.

Other public comments on the alternatives included:

- Support of the concept to consolidate active recreation and allow the northern portion of the site to be managed for wildlife and natural resource protection.
- Support of establishment of warm water fishery.
  - Would it be possible to raise the water level of the pond instead of dredging? According to SRI, it is only possible to raise the water level by 2-3' which is insufficient for a fisheries.
  - If we could block fish passage into the slough, it might help create a more contained fishery.

- Important to balance all concerns and interests.
- Support of establishing an environmental education program. This would be a good location for school groups and community groups.
- Support the idea of zoning different uses for the north and south portions of the site, but a pedestrian connection would be helpful.
- More trails are needed for community enjoyment.
- Concern for liability issues for property owners. Easement and purchase agreements need to be clearly defined.

**VIII. Next steps in the Planning Process.**

- (A) January 18, 1995. Advisory panel meets at the site and recommends conceptual design for the Whitaker Ponds Management Plan
- (B) January 18-February 9, 1995: Consultant refines selected concept and develops narrative for the Management Plan document.
- (C) February 9, 1995: Draft final Management Plan released for public review.
- (D) Mid february, 1995: Consultant presents draft final Management Plan to Metro Council. Date to be determined.
- (E) February 23, 1995: Close of public comment period for draft final Management Plan.
- (F) Early March 1995: Final Management Plan document available to public. Date to be determined.

Copy: John Van Staveren

BB/ch

# **Give the Metro Council your comments on the Whitaker Ponds Master Plan**

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**What:** The Metro Council will take action on Metro's Executive Officer recommendation to approve and adopt the Whitaker Ponds Master Plan. This is your opportunity to provide the Metro Council your thoughts on the Whitaker Ponds Master Plan.

**When:** Thursday, June 1, at 2:00 pm  
(The Master Plan is the first item on the agenda. If you want to speak, come a little early to sign up)

**Where:** Metro Regional Center  
Metro Council Chambers (northwest corner of the 3rd floor)  
600 NE Grand Avenue, Portland

**Written**

**Comments:** If you cannot attend please fax (797-1849) or mail your comments to Jane Hart (Metro, 600 NE Grand Ave., Portland, OR 97232)

**Parking:** Metro parking garage off NE Irving

*Master Plan documents will be available to the public following Metro Council approval.*

For more information,  
call Jane Hart at 797-1585

# AmeriCorps to help restore some of Columbia Slough

■ Workers in the new program will receive a small monthly wage and college tuition credits for their part in the project

By JOE FITZGIBBON

Correspondent, The Oregonian

At least two dozen of President Clinton's newly created AmeriCorps workers will be helping restore portions of the Columbia Slough before the end of summer.

On Monday, President Clinton announced the creation of AmeriCorps, a cadre of 20,000 young men and women to work on soil conservation projects in return for college tuition waivers and monthly living expenses.

In a program patterned after Peace Corps and Vista, college-aged young people will work for a year restoring wildlife habitats, farmlands and urban greenspaces. In addition to a stipend of about \$700 a month, AmeriCorps volunteers will earn a \$4,725 tuition credit to be applied to a college of their choice.

The Corporation for National and Community Service (CNCS), under the guidance of the U.S. Department of Agriculture, selected a Portland

project to restore portions of the Columbia Slough and Whitaker Pond as a model for the national service program.

"This sends out an important message to the entire region, but especially the African-American community that we are going to do something about environmental damage," said Metro Councilor Ed Washington, who co-sponsored the project proposal with Portland State Professor Barry Messer. Washington grew up in North Portland near the Columbia Slough and said that he has made its restoration a personal goal.

"People of color have been fishing and using the slough for recreation and it's long past time we make it the jewel it's always had the potential to be."

According to Messer, the program will hire 20 youths full-time to work on restoration projects along the slough over the next two years. Another dozen part-time college students will act as mentors for high school students from Roosevelt, Grant, Jefferson and Marshall high schools studying natural resource management along the 18-mile waterway.

Messer said that he and Washing-

## ENVIRONMENTAL PEACE CORPS

■ **WHAT:** The newly created AmeriCorps to help solve environmental problems.

■ **WHO'S IN IT:** High school and college students.

■ **WHAT DO THEY DO:** In Portland, the job will be work along the Columbia Slough and Whitaker Pond

■ **WHAT DO THEY GET:** A \$700 monthly stipend and up to \$4,725 in tuition credits.

■ **WHERE TO CALL:** Contact Ed Washington at Metro, 797-1546 or call 1-800-94ACORPS.

ton spent more than a year drafting the slough proposal and expected work to get under way around Labor Day.

"The actual amount of money we will have to spend has not been determined yet, but it might be close to \$1 million," said Messer.

For its initial year, CNCS will fund 42 different AmeriCorps projects operating in 32 states. Portland and five other urban sites were selected for funding, including Atlanta, Chicago, East St. Louis, Boston and Washington, D.C.



# The Oregonian

# PORTLAND



## ◀ SUNDAY SERENADE:

Lucia Galizia spins traditional Neapolitan hits on her hourlong, Sunday morning radio show aimed at Portland's Italian community/ Page 11



## ◀ TECHNICAL DIFFICULTIES:

A perennial power, the Techsters face strong challenges from several PIL girls teams/ Page 5



MARV BONDAROWICZ/The Oregonian

## THE CLEANUP

- **WHAT:** Cleanup of the Whitaker ponds, a 22-acre wetland.
- **WHERE:** Near old Whitaker Grade School, Northeast 52nd Avenue and Columbia Boulevard.
- **WHO:** EnviroCorps is doing most of the work, with assistance from Metro, Portland, the school district and other agencies.

On a drenching winter day, Kathryn Heriza (left) and Avis Dunas plant ferns along the edge of Whitaker ponds.

# Being Recycled

Avis Dunas, 65, says it was time to recycle herself through AmeriCorps, working on the Whitaker ponds restoration

“

Working on this project — and being with all these young people — it's all brought me back to life.

Avis Dunas

”

By JOE FITZGIBBON  
Special writer, The Oregonian

Her face is mud-speckled. Errant strands of white hair mat tightly against her damp forehead. Still, 65-year-old Avis Dunas sloshes through ankle-deep mud in her yellow rainslicker, waving off help as she totes buckets of fertilizer and wetland plants for Whitaker ponds restoration. By nearly all accounts, the former teacher and restaurant critic is the oldest and probably best-educated member of President Clinton's recently formed AmeriCorps. And, according to crew members, the most inspiring. “Quite frankly, I don't love all of the digging and weed pulling, but I wanted to help my country,” Dunas said. “Working on this project — and being

with all these young people — it's all brought me back to life.”

In June, the president announced the formation of a cadre of 20,000 men and women willing to work on community projects in exchange for monthly living allowances and college tuition waivers.

Metro and Portland State University officials jumped at the chance to complete several environmental projects and accepted a federal grant to hire two crews of 20 workers.

Dunas was selected from hundreds of applicants and will spend the year working with young men and women — most a third of her age — restoring a 22-acre wetlands on the grounds of the old Whitaker Grade School.

The Chicago native holds advanced degrees in teaching and art history from UCLA. She took on the low-paying job because she wanted to change her life.

“It's getting harder and harder for a teacher my

age to find a job,” she said. “The way I look at it, I'm the one being recycled.”

The school, located along Northeast 52nd Avenue and Columbia Boulevard, currently houses a police training facility and three baseball fields.

Metro biologist Jim Morgan points toward two huge ponds nestled in the back of the school, overgrown with blackberry bushes and piled up with debris.

“We want this to be a place where kids will be able to walk out into the woods, throw a fishing line in the ponds, and forget for a few hours that they're in the city,” he said.

Morgan's plans call for relocating one of the ballparks closer to the school building. He also wants to create a wildlife habitat using the ponds as a centerpiece and connect the entire area to the nearby

Please turn to  
**RECYCLED, Page 4**

## Recycled: Hard labor mixes with organizing

■ Continued from Page 1  
Columbia Slough.

A longtime resident of the area, Metro Councilor Ed Washington, supports the project.

"These ponds and sloughs were where many of us were exposed to the basic sciences — where we learned about tadpoles, frogs and plants," said Washington. "By giving young people part of the responsibility to restore them, they'll come away with a better appreciation of these special places."

Of immediate concern to Morgan, though, is the small mountain of scrap metal, plastic pipe, machine parts and creosote-treated timber dumped near the ponds.

AmeriCorps workers hired for the restoration will earn about \$4 an hour for their work, and, by year's end, receive a \$4,725 college tuition waiver to a college or university of their choice.

Dunas calls herself a "tree-hugger" who during the past 40 years has taught special education students, hard-core prisoners and well-to-do graduate students in Southern California.

She spent six years writing "The Single's Guide to Los Angeles" and was co-host of a Los Angeles television show that reviewed ethnic restaurants.

But her most enjoyable times, Dunas said, were spent leading her own tours of museums, cemeteries and shopping malls.

Crew members, most in their early 20s, marvel at her stamina, work ethic and gift of gab.

"Her knowledge and enthusiasm is a stimulation to all of us," said team leader Michael A. Burch. "She's such an extrovert that it's helped us build good relationships among the crew."

When she completes her year of service, Dunas wants to produce her own children's television show or move to Asia to study homeopathic medicine.

According to Barry Messer, urban affairs professor at PSU, AmeriCorps workers will spend much of the week on labor-intensive projects.

But, he added, the crew will also study community organizing and environmental issues while working with nonprofit groups on individual projects. Plans call for the group to canvass the old Whitaker School neighborhood during the next few weeks to encourage local residents and business owners to help develop a master site plan.



Avis Dunas (left) and Kathyrn Heriza place ferns along the edge of a pond.

MARV BONDAROWICZ/The Oregonian

## Portland's slice of AmeriCorps

Oregon received more than \$600,000 in federal grants to fund 15 AmeriCorps projects. In Portland, they are:

■ **Friends of the Children:** Patterned after Big Brothers/Big Sisters Association, 24 AmeriCorps members work with at-risk second graders from five inner-city schools. Members visit homes, tutor the children and spend time with them on weekends in an attempt to help the youngsters build self-esteem.

■ **I Have a Dream Foundation:** These 24 AmeriCorps men and women have adopted nearly 300 third and fourth graders to assist them in developing strong social and academic skills. Students who graduate from high school will earn an all-expenses-paid college education from the foundation.

■ **Green Corps:** Five AmeriCorps college graduates are assisting low-income families weatherize their homes. They will teach community groups the risks of lead poisoning and help neighborhoods plan and construct community gardens.

■ **Green Lights Program:** A group of 10 AmeriCorps members will assist the Bonneville Power Administration in helping 75 area schools and public buildings become more energy efficient.

■ **EnviroCorps:** Two AmeriCorps teams, made up of 20 people, will restore Whitaker Ponds, a wetlands site near the Columbia Slough, improve public access to Smith and Bybee lakes and develop a vacant lot in North Portland into a neighborhood park.

"Right now there are more people in AmeriCorps than were in Peace Corps at its peak," said Mary Carroll, assistant director of the Oregon Community Service Commission. "Most of the public may not know about them or their work yet, but, by the end of the year, I think we'll all see that change."

25 cents

# THE SCANNER

*"Challenging People to Shape a Better Future Now"*

INSIDE

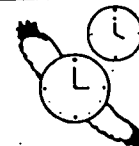
Kids Quiz Candidates

Page 2

Welfare Myths and Realities

Page 5

Spring Forward:  
Daylight-Saving Time  
Starts Sunday



## Retrofitting the Urban Landscape



Photo by Julie Keefe

GREEN SPACES from left, Portland students, Stacy Jensen, and Danny... the ground at the old Whitaker School site before planting trees, shrubs and groundcover on Monday. The students joined 25 members of Cascadia Quest, a Seattle group that brings young people together from many countries to work on environmental restoration and service projects in the Pacific Northwest. In the Whitaker project, at Northeast 47th Avenue and Columbia Boulevard in Portland, a \$5,000 Metro Green spaces grant allowed the workers to put in native plants that will create a habitat for wildlife and improve water quality. The Portland Private Industry Council recruited local participants and paid them a stipend for three weeks of volunteer work.

## Domestic Violence Harms Us All

By Angela Wilson

Four women spoke about family violence in Northeast Portland last Saturday. The message they carried was clear: Family brutality is killing us, our children and our futures.

"Looking at Solutions: Violence Where We Live," sponsored by Delta Sigma Theta Sorority Inc., was held at the Mallory Avenue Christian Church. A small but enthusiastic audience listened to the speakers from the realms of education, social services and law enforcement discuss the extent of the problem and possible solutions.

The numbers are startling. Last year, 62 people were murdered in Portland. Of those, 21—mostly women—were killed by being beaten, stabbed or shot by their husbands or partners.

"That's very high for a city of our size," said Portland Police Officer and panelist Dorothy Elmore. "Think of the [cases] not documented or that went unreported."

*"Most of the violence done to women is done to women who are trying to leave. The men say, 'If you leave me, I will kill you.'"*

Dorothy Elmore

## REGIONAL PARKS AND GREENSPACES STAFF REPORT

### CONSIDERATION OF RESOLUTION NO. 98-2699 FOR THE PURPOSE OF AUTHORIZING THE EXECUTIVE OFFICER TO EXECUTE AN IGA WITH THE CITY OF PORTLAND TO MANAGE THE WHITAKER PONDS MASTER PLAN AREA PROPERTIES.

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Date: September 1, 1998

Presented By: Charles Ciecko  
Heather Nelson Kent

#### Proposed Action:

Resolution no. 98-2699 requests authorization for the Executive Officer to execute an intergovernmental agreement (IGA) with the City of Portland Parks and Recreation Department (Portland Parks) and Portland Bureau of Environmental Services (BES) for management, maintenance and operations responsibilities for the Whitaker Ponds Master Plan area.

#### Background and Analysis

In 1995 the Metro Council adopted the Whitaker Ponds Concept Master Plan which details the proposed restoration of the ponds as a natural area and environmental educational site for Portland residents. Since 1994, Metro, together with BES, has purchased several properties that were targeted for acquisition in the Whitaker Ponds Concept Master Plan.

Metro, the City of Portland, environmental groups, non-profit organizations and other citizens have invested hundreds of hours and thousands of dollars to clean up, restore and rehabilitate the Whitaker Ponds area. The area currently supports environmental education programs, community events and recreation opportunities on a very limited basis. In addition, under an agreement with Metro and BES, Whitaker Ponds is home to the Columbia Slough Watershed Council.

There have been major improvements already made at Whitaker Ponds. With this IGA, Whitaker Ponds is more likely to become available for public use and benefit at an earlier date than if Metro retains all operations and management responsibilities and the property continues to be landbanked for an indefinite period of time. Through this partnership, Portland Parks and BES will provide ongoing care for the properties, encourage public use of this unique natural area and allow for new and expanded environmental education opportunities. Under this agreement, Portland Parks also commits that the Whitaker Ponds Properties will continue to be managed primarily for habitat protection, natural resource restoration and protection of water quality in accordance with the Whitaker Ponds Concept Master Plan.

#### Budget impact:

The City of Portland would become responsible for the management, maintenance and operation of the Whitaker Ponds Properties, in conjunction with its own properties currently owned and managed through an IGA with Metro. This would reduce Metro's landbanking costs and future operation and maintenance expenses.

#### Executive Officer's Recommendation:

The Executive Officer recommends adoption of Resolution No. 98-2699.



EXHIBIT B  
to Intergovernmental Agreement -  
Whitaker Ponds

Executive Summary  
Whitaker Ponds Technical Team Report

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The Whitaker Ponds Technical Team was appointed in October 1996 to study and report to Metro and Portland Parks and Recreation on the costs of developing and maintaining the Whitaker Ponds natural area site in northeast Portland, as well as possible sources of funding for the project. In response to this charge, the committee looked at three possible levels of site improvement: Level 1, Basic Improvements; Level 2, Additional Site Improvements and Ballfield Relocation; and Level 3, Youth Fishery, Environmental Education Complex, and Year-Round Programming.

Recommendations

- *Level 1 site improvements should be implemented.* Most of these improvements will be paid for with BES and other funds, donations or volunteers. No Metro funds are needed beyond those already authorized or committed to the site. Unless the team is otherwise instructed, we plan to proceed with these improvements.
- *The warmwater fishery should not be pursued at this time.* The costs are simply too high given the risks and uncertainties involved.
- *A management agreement between the city, Portland Public Schools and Metro is needed* before significant improvements beyond Level 1 can occur. Work on the agreement should begin as soon as possible.
- *A partnership agreement between members of the Technical Team is needed.* We will discuss the elements of such an agreement in detail at our next meeting.
- *A project manager is needed.* We believe this position is fundable, and request authorization to develop a position description, funding strategies, and a description of how such a position would be administered.

Costs

The three levels of improvement are as follows:

- ⇒ Level 1 - Basic Improvements - Level 1 improvements will make the site safer and more accessible to existing users, improve the site's capacity to handle greater use, and provide a modest increase in programs. They include such things as driveway and parking area upgrades, additional improvements to acquired dwellings, trail development, continued revegetation, providing safe access to the westernmost pond and Whitaker Slough, and providing covered shelter and a picnic area.

Estimated costs: Improvements - \$225,000; Operations and Maintenance - \$69,000, including minimal staffing; Available - \$100,000 (BES).

- ⇒ Level 2 - Ballfield Relocation and Additional Site Improvements - Same as Level 1 but also includes removal and possible relocation of the Little League ball field located to the north of the ponds, and the related upgrading of four fields south of the ponds. Other improvements in Level 2 include removing the culvert between the two ponds, acquiring a van to help transport classes to the site, establishing a picnic area, and increased staffing.

Estimated costs: Improvements - \$420,000; Operations and Maintenance - \$80,000

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MEMORANDUM

TO: Charles Jordan, Director, Portland Bureau of Parks and Recreation  
Mike Burton, Executive Officer, Metro  
Ed Washington, Councilor, Metro

FROM: Whitaker Ponds Technical Team  
(Pam Wiley, Trust for Public Land; Domonic Boswell, Urban League of Portland; Dave Yamashita, Portland Parks and Recreation; Greg Wolley, Metro; Susan Barthel, Portland Bureau of Environmental Services; Pam Brown, Portland Public Schools)

SUBJ: Whitaker Ponds Report

DATE: February 28, 1997

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Background

The Whitaker Ponds Technical Team was appointed in October 1996 to study and report to Metro and Portland Parks and Recreation on the costs of developing and maintaining the Whitaker Ponds natural area site in northeast Portland. Specifically, the team was asked to respond to the following questions:

- What are the estimated costs of developing the site as envisioned in the Whitaker Ponds management plan? Can implementation of the plan be phased in over a number of years?
- What would be required to operate the site? What are possible sources of funding (by general category) for site operation and maintenance?
- What kinds of management agreements might be needed? (For example, if BES funds development of the environmental field station, will they also maintain it? Does the Little League maintain the ballfields?)
- Identify other policy, site management and budgetary issues which must be considered and resolved to ensure that Portland Parks and Recreation meets "due diligence" requirements.

This memo contains the team's response to these questions.



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site improvements. The second column displays operation and maintenance costs. The third and fourth columns show existing and potential funding sources and ideas or strategies for implementing the improvement.

Land acquisition has not been included in the tables. Metro currently owns about 11.3 acres of the approximately 33 acres included in the Whitaker Ponds Master plan implementation map (p. 47 of plan document). The 33 acres includes 10 acres of Portland Public School District land, which will remain in District ownership.

There is approximately \$327,000 remaining for land acquisition at Whitaker Ponds. The estimated value of the remaining properties desired for purchase is \$401,000. These 11.4 acres include Hayes/Voith Sulzer (2 acres), the north Bunn property (1/3 acre), Northstar (4.34 acres), and Fairmont (4.8 acres). Based on these estimates, Metro will need an additional \$74,000 to achieve the acquisition goals for Whitaker. Negotiations are underway with Hayes/Voith Sulzer and Bunn. Northstar and Fairmont have historically been uninterested in selling to Metro.

The Fairmont acquisition should be timed to coincide with Level 2 improvements, since part of the property falls on the north side of the ponds and is close to the proposed trail. Northstar would be a Level 3 acquisition; it has desirable shoreline for wetland restoration, but will not be needed for public access in the near future.

The three levels of development can be described as follows:

### Level 1: Basic Improvements

While major strides have been made in site clean-up and replanting, small debris, including glass, litters the surface of the former dump site. There is no adequate place for school children to seek shelter from the elements, and no public restroom facilities. There are no improved trails, and walking along the ponds entails climbing over and around fallen limbs. There is no safe access to the waters' edge, either at the ponds or on the adjacent Whitaker Slough.

Despite these limitations, the site is actively used by a number of science teachers, the Saturday Academy program of the Urban League, and Columbia Slough public education staff of BES, which estimates that approximately 85 students per month visit the site through its programs alone. Staff to the Columbia Slough Watershed Council is housed in the refurbished Talbert House. Lakeside Little League uses the ballfield area intensively during the softball season.

Improvements planned in the Level 1 scenario will make the site more safe and accessible to existing users, improve the site's capacity to handle greater use, and provide a modest increase in programs at the site. Improvements in this scenario include such things as upgrading the entryway and parking area, additional improvements to acquired dwellings, trail development, continued revegetation,



Lakeside site, and improving one of the existing fields to a level appropriate for senior girls' play. Other possibilities include lighting the fields for evening play, or gaining space by reconfiguring the fields and by replacing existing "standard-sized" fields with smaller fields designed for T-ball. Any work on the ballfields should be closely coordinated with BES, as a sewer extension project is planned for this area in the next several years.

Even if a satisfactory solution can be brokered, the money involved in relocating and upgrading these fields is significant. Site improvement costs for Level 2 are estimated at about \$420,000, most of which is related to dealing with the ball fields. Operations and maintenance costs are projected at about \$80,000.

Level 3: Full Site Improvements Plus Expanded Environmental Education Facilities and Programs

There are two significant additions to the site under the Level 3 scenario: a youth fishery and a new environmental education complex. Each is discussed below:

♦ Youth Fishery/Dredge Feasibility Study

A key element of the Whitaker Ponds Concept Master Plan adopted by Metro in 1995 was an urban warmwater fishery oriented to area youth. The concept for the fishery was introduced to the master planning committee by representatives of the Oregon Department of Fish and Wildlife and the Oregon Wildlife Heritage Foundation. Both organizations have a keen programmatic interest in developing urban fishing programs, especially youth-oriented programs. At the time, the foundation felt that it could participate in such an effort financially, perhaps at a substantial level of giving. (The foundation no longer has funds to support this initiative.) The master plan included a budget estimate of \$210,000 - 225,000 for establishing the fishery, including a dredge feasibility study, dredging to create suitable habitat, and the construction of two fishing piers.

The purpose of the dredge feasibility study was to determine whether and at what cost and environmental impact the dredging could be accomplished. Completion of this study has been seen as crucial to moving forward with additional site improvements at Whitaker Ponds, since improvements made prior to dredging might be negatively impacted by dredging operations.

Last year, TPL and the Urban League offered to contribute \$15 - 20,000 in Lila Wallace-Reader's Digest Foundation funds toward the \$50,000 - plus cost of the study, and to help raise private funds for the reminder. In the meantime, questions have arisen regarding the long-term ownership and management of the site, the expense of developing and maintaining the

- Expense - It was the opinion of BES staff that sediments from Whitaker Ponds would contain enough contaminants to warrant extensive testing and review by DEQ. (For example, the cost of analyzing and interpreting 12 sediment and 5 fish tissue samples was estimated at \$60 - 70,000. The test to determine the safety of disposing the dredged sediments on land would add \$10,000.) Cost estimates for the dredging itself range from \$50,000 to \$400,000, depending on whether the entire pond area was dredged or several small, deep pools were created to provide suitable habitat. (It was noted that even in the latter case fish would likely migrate through the entire pond area, raising safety concerns.) Other solutions, such as capping sediments, would raise the cost even higher.

♦ Environmental Learning Center

As previously noted, Whitaker Ponds already serves as an outdoor learning laboratory for many students and teachers in northeast Portland. An average of 85 students per month (in season) have visited the site through the Columbia Slough education program administered by the Bureau of Environmental Services.

Level I calls for construction of a covered shelter and other improvements to enhance environmental learning opportunities at the site at minimal cost. The team believes the site has the potential to support a much more comprehensive environmental learning program, including a multi-use complex that could serve as a regional education center and teaching facility and provide meeting space for community groups. Such a facility would need to accommodate 50-60 people at a time (two classes at once). A rough schematic of the possible lay-out for such a center is attached to this memo.

Much more discussion and analysis needs to be given to the environmental learning center concept. Satisfaction with and use of the site "as is" and with Level I improvements should be evaluated before proceeding with additional education-oriented improvements. Questions to be answered include the following:

- *What is the demand for the proposed use?* A Portland Parks and Recreation study of system-wide service needs may help answer this question. Existing environmental education facilities would be contacted for user statistics and programming information. Schools in the area should be surveyed to determine interest and need.



- Multnomah County Drainage District #1 - The Drainage District offices are located not far from the site. Drainage District management has offered to contribute labor, materials and technical expertise toward site development tasks related to pond hydrology, and to small construction projects.
- Pacific Power and Light - PP&L employees have participated in several clean-up projects at Whitaker Ponds. Company managers have expressed interest in assisting the project financially, especially in the areas of staffing and programming. We have also been encouraged to think about submitting a grant request to the PacifiCorp foundation.

Questions 3 & 4. What kinds of management agreements might be needed? Identify other policy, site management and budgetary issues which must be considered and resolved to ensure that Portland Parks and Recreation meets "due diligence" requirements.

Partnerships bring more resources to a project, leveraging limited public or private dollars, broadening the base of support, and often making the difference between success and failure. Partnerships are also fragile and unwieldy; they can be very difficult to manage.

As the Whitaker Ponds partnership has evolved, so has the need to make clear the nature of partners' relationships, responsibilities and expectations. At least two kinds of agreements are needed in the short-term to address these issues and move things forward:

- *A Management Agreement* between Metro, Portland Public Schools and Portland Parks and Recreation is needed to spell out ownership and management responsibilities at the site. The team believes it will be difficult to mount a successful private fundraising effort without such an agreement in place. It may also be difficult to reach agreement on the location of the covered shelter, picnic area, etc. without a clear understanding of who will be responsible for maintaining these improvements over time.
- *A Partnership Agreement* between Metro, Portland Public Schools, Portland Parks and Recreation, the Bureau of Environmental Services, TPL and the Urban League is also needed. Such an agreement would spell out why the partnership is needed, clarify in writing the funding and other priorities of the partnership, "assign" leadership for various roles to each partner, and clarify lines of communication and authority. (e.g., Who needs to be involved in efforts to raise private funds? Who would be the named applicant in a grant request? If a jointly-funded staff person is hired, who will s/he work for?)

Other agreements likely to be needed include an agreement with Lakeside Little League regarding maintenance of ballfield improvements and an agreement with BES regarding improvements financed with EPA funds. Neither of these needs to be complex

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- *A partnership agreement between members of the Technical Team is needed.* We will discuss the elements of such an agreement in detail at our next meeting.
- *A project manager is needed.* We believe this position is fundable, and request authorization to develop a position description, funding strategies, and a description of how such a position would be administered.

**Conclusion**

We hope that the information provided in this memo and its attachments responds adequately to the questions you originally presented, and would be happy to meet or talk with you individually or as a group to discuss our findings in more detail. We have appreciated the opportunity to work on this project, and continue to be enthusiastic about the potential of Whitaker Ponds.

**Attachments**

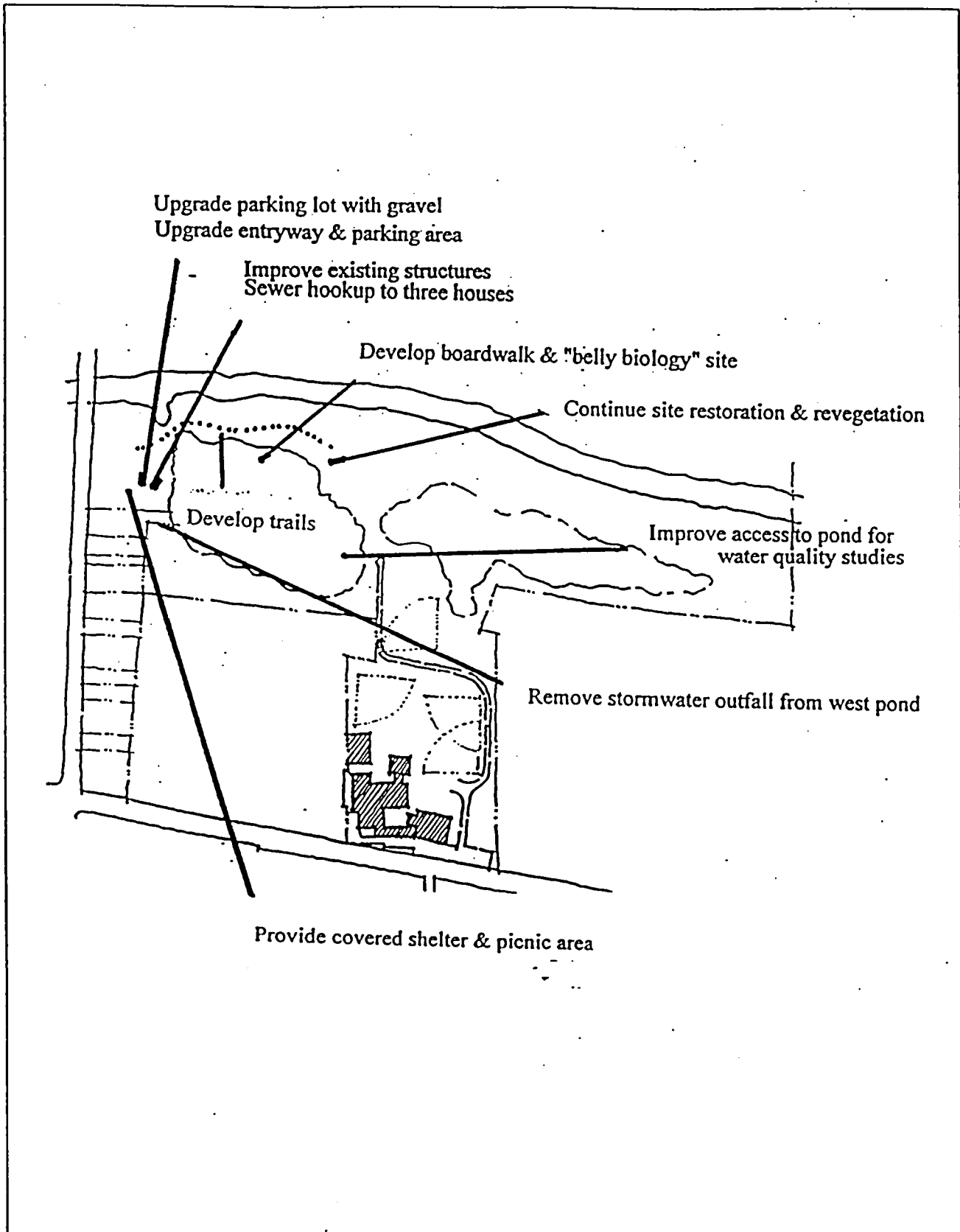
Tables detailing development and operations/maintenance costs for the three levels of site improvement follow. Also attached are a map of the site showing key proposed improvements, and a concept schematic of an environmental learning center.

**LEVEL 1 CONTINUED**

Site Improvement	Cost to Develop	Operations and Maintenance	Assets/Sources of Funding	Implementation Strategies
Interpretive signage	\$2,500	\$500		
Upgrade parking lot with gravel	\$1,000	na		
Other capital - (riding mower, small canoe, weed trimmer, etc.)	\$10,000	replacement		
Permits/fees	\$5,000	One time expense		
Educational programming through 1998 (Slough education position at BES spending appx. .25 time on WP)	\$10,000	\$10,000 through 1998	BES	
Project Manager (.5 FTE through 1998)	\$40,000	\$40,000 through 1998		
Other educational programming			As funds allow	
<b>TOTALS</b>	\$222,650 (including \$50 k for ADA imp. to Talbert)	\$68,500 (exclusive of replacement costs on small capital)	appx. \$100,000 (non-O&M)	
Other Improvements				
Sewer hook-ups to three houses (not a near-term cost, but will need to be paid for when sewer extension is completed)	\$35 - 40,000	Included in annual O&M for houses		Will occur in 2000 when BES extension comes through area
Removal of stormwater outfall from west pond	\$60,000		BES	

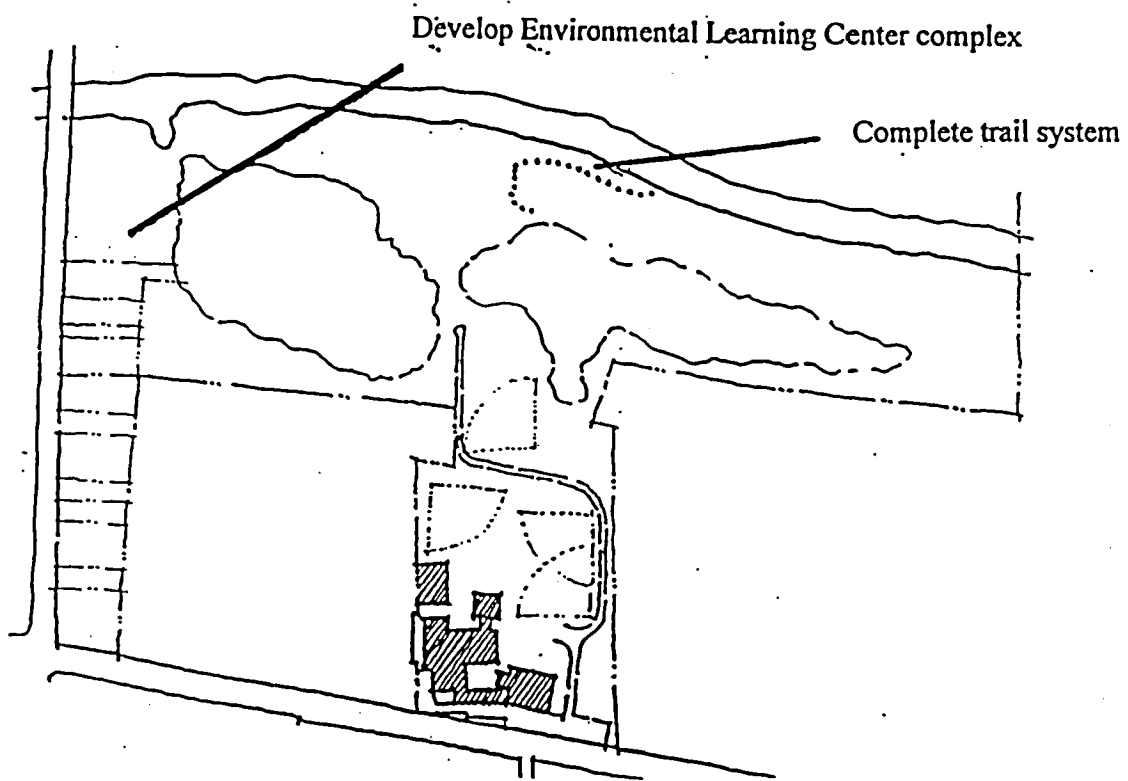
LEVEL 2 CONTINUED				
Site Improvement	Cost to Develop	Operations and Maintenance	Assets/Sources of Funding	Implementation Strategies
"Stewards" program	\$20,000	\$15,000		
.5 FTE caretaker	\$20,000	\$20,000		
.5 FTE interpretive specialist	\$35,000	\$30,000		
<b>TOTAL</b>	\$421,375 exclusive of paved parking area, land acquisition and n. ballfield removal	\$80,000 exclusive of wetlands maintenance, other minor replacement/ maintenance		

## Level 1 Improvements





### Level 3 Improvements



**EXHIBIT C**  
**to Intergovernmental Agreement -**  
**Whitaker Ponds**

**INTERGOVERNMENTAL AGREEMENT**  
**Edmund Hayes/Klein Property at Whitaker Ponds**

This Intergovernmental Agreement ("Agreement") dated this \_\_\_\_ day of \_\_\_\_, 1997, is by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the 1992 Metro Charter, located at 600 NE Grant Avenue, Portland, OR, 97232 ("Metro"), and the City of Portland by and through its Bureau of Environmental Services (BES), located at 1120 SW 5th Avenue, Portland, OR 97204 ("the City") (collectively, "the Parties").

Witnesseth:

WHEREAS, on May 16, 1995, voters approved Measure 26-26 authorizing METRO, a metropolitan service district organized under the laws of the State of Oregon and the 1992 METRO Charter, to issue up to \$135.6 million in general obligation bonds for the protection of open spaces, parks and streams; and

WHEREAS, pursuant to Measure 26-26 Metro administers the Multnomah County Local Share bond funds, and Whitaker Ponds has been identified as a targeted local share bond measure project based on its value as a natural area, and Whitaker Ponds was also identified in the bond measure as an area containing "optioned properties" to be purchased with bond measure proceeds; and

WHEREAS, in 1992, Metro approved the Whitaker Ponds Concept Master Plan which details development of the ponds as a natural and environmental educational site for Portland. Since the plan was approved, Metro and the City have collaborated on purchasing property surrounding Whitaker Ponds in north Portland; and

WHEREAS, the Bureau of Environmental Services (BES) set aside a portion of the Columbia Slough Revitalization Grant to construct a bioswale pollution reduction facility (PRF) at Whitaker Ponds, which will filter stormwater from approximately 15 acres of surrounding industrial land before it enters Whitaker Ponds, to improve water quality in the Columbia Slough; and

WHEREAS, Metro, the City, and Edmund Hayes have been involved in negotiations regarding a 2 acre portion of certain property owned by Mr. Hayes on Whitaker Ponds, on which the PRF will be located, which property is more particularly described in Exhibit A attached hereto ("the Hayes Property"); and

WHEREAS, Mr. Hayes and the Trust For Public Land ("TPL") have entered into a donation agreement regarding the Hayes Property, attached hereto as Exhibit C ("TPL-Hayes Donation Agreement") in which TPL and Mr. Hayes have agreed that TPL may assign its interest

in the Hayes Property and in the donation agreement to Metro and/or the City of Portland, pursuant to a lot line adjustment allowing the conveyance of the Hayes Property; and

WHEREAS, Metro owns another piece of property in Whitaker Ponds known as the "Klein Property" which is adjacent to the Hayes Property, as more particularly described in Exhibit B attached hereto, which property was purchased by Metro with Measure 26-26 bond proceeds to be preserved as open space as required by the bond measure and the Metro Greenspaces Master Plan; and

WHEREAS, to accomplish a transfer of the Hayes Property, it will be consolidated with the Klein Property through a lot line adjustment process, wherein Metro will transfer a one-half interest in the Klein Property to the City as a tenant-in-common, each owning an undivided one-half interest, and Metro and the City will take title to the Hayes Property as tenants in common, each owning an undivided one-half interest, resulting in the Hayes and Klein Properties being consolidated into one tax lot (referred to herein as "the Property"); and

WHEREAS, on June 19, 1997 via Resolution No. 97-2525 the Metro Council authorized the acceptance of the donation of the Hayes Property and the transfer of a one-half interest in the Klein Property to the City, and on \_\_\_\_\_ via Resolution No. \_\_\_\_\_ the Portland City Council authorized the acceptance of a one-half interest in the Hayes and Klein Properties; and

WHEREAS, Metro and the City wish to enter into this Agreement to authorize the acceptance of the assignment from TPL and acceptance of the deed to the Hayes Property, to authorize the transfer by Metro and acceptance by the City of a one-half interest in the Klein Property, to authorize the construction of the PRF on the Property, and to provide for the responsibilities of the parties and limitations of use for the Property, as set forth herein.

Now, therefore, the parties agree as follows:

**A. Acquisition**

1. Metro and the City shall accept the assignment of TPL's interest in the TPL-Hayes donation agreement regarding the Hayes Property, and shall accept title to the Hayes Property as grantees of the deed conveying title to the Hayes Property to the City and Metro as tenants in common, with the City and Metro each having an undivided one-half ownership interest..
2. Pursuant to the Hayes lot line adjustment Metro will convey to the City and the City will accept from Metro a deed conveying a one-half ownership interest in the Klein Property as tenants in common, with the City and Metro each having an undivided one-half ownership interest.



3. The parties acknowledge that they have both had the opportunity to conduct due diligence investigations on both properties and have reviewed environmental reviews and analyses on both properties.

**B. Construction, Management, Maintenance, and Operation of the Bioswale Pollution Reduction Facility.**

1. A bioswale passive pollution reduction facility ("PRF"), designed to filter stormwater from approximately 15 acres of surrounding industrial land prior to entering Whitaker Pond, shall be constructed on the portion of the Property formally known as the Hayes Property.

2. BES shall be responsible for the design, construction, management, maintenance, and operation of the PRF, in accordance with all applicable laws, permits, and the terms and conditions of this Agreement.

3. Prior to seeking bids for the construction of the PRF, the City shall submit the proposed PRF design to Metro for review and approval.

4. No future alteration, expansion, or improvement of the PRF shall be conducted by the City without Metro's prior review and approval.

5. BES shall ensure that the PRF works properly. As part of the PRF design, BES shall develop an O&M manual detailing the bureau's responsibilities and plans for maintenance and operation.

**C. Management, Maintenance, and Operation of the Property**

1. The Property shall be managed, maintained, and operated in accordance with the Greenspaces Master Plan, the Open Spaces Bond Measure, the Whitaker Ponds Concept Master Plan, and the terms and conditions set forth in this Agreement. These plans and agreements shall constitute the Resource Protection Plans for the Property, as described in the Metro Greenspaces Master Plan. In case of conflict among Plans, the Plan affording the highest level of resource protection shall govern.

2. As set forth in section B above, the City shall manage, maintain, and operate the PRF and that portion of the Property formally known as the Hayes Property, and Metro shall manage, maintain, and operate that portion of the Property formally known as the Klein Property.

3. Metro shall construct a perimeter fence on that portion of the Property formally known as the Hayes Property, in accordance with the provisions of the TPL-Hayes Donation Agreement.

#### **D. Limitations on Use**

1. The Property shall be managed, maintained, and operated in accordance with the Open Spaces Bond Measure, the Plans, and the Agreements as set forth in section C above, and the uses of the Property shall be consistent with maintaining the Property as a natural area open space, with the primary goal being protection of the Property' natural resources.
2. Allowable uses of the Property consistent with the limitations set forth herein may include environmental education, riparian restoration, and habitat enhancement. Stormwater management in accordance with the PRF as set forth herein is also an allowable use on that portion of the Property formally known as the Hayes Property. No dredging of the western pond located on the Property shall take place without the written consent of both the City and Metro.
2. Neither Metro nor the City shall alter the Property or any portion thereof, or construct any improvements, trails, or alter any water resource, without the advance written consent of the other, except that in, emergency situations, BES may make changes necessary for the safe and effective function of the PRF without the advance written consent of Metro, if such emergency situation makes such advance written consent impractical. Each party shall provide the other party with 90 days advance written notice of its desire to construct any improvements, trails, or alteration of water or timber resource on the Property. In any event, no improvements or trails shall be constructed on the Property and no alteration of water or timber resource shall occur that are inconsistent with this Agreement, with the Plans, or with the Open Spaces Bond Measure
3. Any changes to the Whitaker Ponds Conceptual Master Plan affecting the Property may only be made with the participation and approval of Metro and the City.

#### **E. Permits, Taxes, and Assessments**

1. Taxes and property assessments for the Property shall be paid on a pro-rata basis based on the acreage of the former properties, with BES paying all taxes and property assessments based on the Hayes pro-rata acreage, and Metro paying all taxes and property assessments based on the Klein pro-rata acreage. The Klein Property is approximately 5 acres and the Hayes Property is approximately two acres.
2. BES shall be responsible for obtaining at its sole cost and expense any permits necessary for managing, maintaining, or operating the PRF.

#### **F. General Provisions**

1. Indemnity. Metro shall indemnify, defend and hold harmless the City and its officers, agents, contractors and employees, against all loss, damage, expense and liability resulting from injury to or death of persons, or property damage, arising out of or in any way connected to the



tortious or wrongful acts of Metro agents or employees acting within the scope of employment and duties in performance of this Agreement, subject to the limitations and conditions of the Oregon Tort Claims Act ORS Chapter 30 or as otherwise limited by law.

The City shall indemnify, defend and hold harmless Metro and its officers, agents, contractors, and employees, against all loss, damage, expense and liability resulting from injury to or death of persons, or property damage, arising out of or in any way connected to the tortious or wrongful acts of City agents or employees acting within the scope of employment and duties in performance of this Agreement, subject to the limitations and conditions of the Oregon Tort Claims Act ORS Chapter 30 or as otherwise limited by law.

2. Joint Termination for Convenience. Metro and BES may, by mutual agreement, terminate all or part of this Agreement based upon a determination that such action is in the public interest.
3. Assignment. BES may not assign any of its rights or responsibilities under this Agreement without prior written consent from Metro, except BES may delegate or subcontract for construction of the PRF facility.
4. Severability. If any covenant or provision of this Agreement shall be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision which in itself is valid, if such remainder would then continue to conform with the terms and requirements of applicable law and the intent of this Agreement.
5. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written agreements or representations relating to the property. No waiver, consent, modification or change in terms of this Agreement shall bind either party unless in writing as designed by both parties.
6. Oregon Constitution and Tax Exempt Bond Covenants. The source of funds for the acquisition of a portion of the Property is in part from the sale of voter-approved general obligation bonds that are to be paid from ad valorem property taxes exempt from the limitations of Article XI, section 11(b), 11(c), 11(d) and 11(e) of the Oregon Constitution, and the interest paid by Metro to bond holders is currently exempt from federal and Oregon income taxes. The City covenants that it will take no actions that would cause Metro to be unable to maintain the current status of the real property taxes as exempt from Oregon's constitutional limitations or the income tax exempt status of the bond interest. In the event the City breaches this covenant, Metro shall be entitled to whatever remedies are available to either cure the default or to compensate Metro for any loss it may suffer as a result thereof.
7. Funding Declaration and Signs. Metro shall provide signs for the Property informing the public that funding for the acquisition of part of the Property came from Metro Open Spaces



Measure bond proceeds, and the City shall provide signs for the Property informing the public that the City is responsible for the management, maintenance and operation of the PRF. The City shall also document in any publication, media presentation or other presentations, that funding for acquisition of the Property came in part from Metro Open Spaces Measure bond proceeds. All on-site signs shall be subject to prior review and approval by both parties.

8. Documents are Public Property. All records, reports, data, documents, systems and concepts, whether in the form of writings, figures, graphs, or models which are prepared or developed in connection with the acquisition, management, maintenance or operation of the Property shall become public property. Nothing in this section or in any other part of this Agreement shall be construed as limiting Metro's or the City's ability to consider real property transactions in executive session pursuant to ORS 192.660(1)(e) or as requiring disclosure of records that are otherwise exempt from disclosure pursuant to the Public Records Law (ORS 192.410 to 192.505) or Public Meetings Law (ORS 192.610 to 192.690).

9. Law of Oregon. This Agreement shall be governed by the laws of the state of Oregon, and the parties agree to submit to the jurisdiction of the courts of the state of Oregon. All applicable provisions of ORS chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the state of Oregon, are hereby incorporated as if such provisions were a part of this Agreement including but not limited to ORS 279.015 to 279.320.

10. Notices. All notices or other communications required or permitted under this Agreement shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by fax and regular mail.

To Metro: Metro  
Charles Ciecko  
Director, Metro Regional Parks and Greenspaces  
600 NE Grand Avenue  
Portland, OR 97232-2736

with a copy to: Metro  
Office of General Counsel  
600 NE Grand Avenue  
Portland, OR 97232-2736

To City: City of Portland Bureau of Environmental Services  
Amy Chomowicz  
1120 SW Fifth Ave.  
Portland, OR 97204



IN WITNESS WHEREOF,

The Oregon Graduate Institute and the City of Portland Bureau of Environmental Services have executed this Agreement as of the date first above written.

METRO

By: Mike Burton

Name: Mike Burton

Metro Executive Officer

Date: 10-22-97

Approved as to form:

APPROVED AS TO FORM

Ally A. Rogers

City Attorney

Date: 8/5/95

CITY OF PORTLAND

By: Dean Marriott

Name: Dean Marriott

Director, Bureau of Environmental Services

Date: 8/6/97

By: Erik Sten

Name: Erik Sten

Commissioner

Date: 9/4/97

By: Barbara Clark

Name: Barbara Clark

Date: 9/4/97

EXHIBIT A  
LEGAL DESCRIPTION OF HAYES PROPERTY

A tract of land in the northwest one-quarter of Section 18, T.1N., R.2E., W.M., Multnomah County, Oregon, to wit:

Beginning at the southeast corner of Lot 34, "London Acres"; thence S.85°28'00"E. along the northerly line of that certain tract of land described in Deed Book 612, Page 1122, recorded April 4, 1968, Multnomah County Records, 34.90 feet to the northeast corner of said Deed Book 612, Page 1122 tract; thence S.00°30'27"W. along the east line of said Deed Book 612, Page 1122 tract, 182.71 feet to a 5/8-inch iron rod; thence N.88°37'38"W., 450.10 feet to the southeast corner of Lot 29, "London Acres"; thence N.03°50'25"E. along the east line of said "London Acres", 200.15 feet to the southerly southeast corner of Lot 31, "London Acres"; thence S.88°37'21"E. along the easterly extension of the south line of said Lot 31, 69.18 feet to the southerly extension of the east line of said Lot 31; thence N.01°26'28"E. along said southerly extension, 48.23 feet to the southerly southwest corner of said Lot 34; thence tracing the south boundaries of said Lot 34 along the following courses: S.78°10'00"E., 119.61 feet; thence S.01°41'00"W., 29.86 feet; thence S.85°28'00"E., 217.51 feet to the Point of Beginning.

Contains 2.08 acres, more or less.

**EXHIBIT B**  
**LEGAL DESCRIPTION OF KLEIN PROPERTY**

Lot 34, LONDON ACRES PLAT NO. 2, in the County of Multnomah and State of Oregon.

EXHIBIT C  
TPL-HAYES DONATION AGREEMENT  
DONATION AGREEMENT

This is an Agreement dated June 25, 1997, between EDMUND HAYES, JR. ("Donor") and THE TRUST FOR PUBLIC LAND, a nonprofit California public benefit corporation, ("Donee").

RECITALS

A. The addresses and telephone numbers of the parties to this Agreement are as follows:

DONOR:

Edmund Hayes, Jr.  
4256 SW Patrick Place  
Portland, Oregon 97201

Tel: (503) 227-2123

DONEE:

The Trust for Public Land  
1211 SW Sixth Avenue  
Portland, Oregon 97204  
Attn: Bowen Blair, Jr.  
Tel: (503) 228-6620  
FAX: (503) 228-4529

Copies of any Notices to Donor should also be sent to:

Mark A. Norby, Esq.  
Stoel Rives  
900 SW Fifth Avenue, Suite 2300  
Portland, Oregon 97204-1268  
Tel: (503) 224-3380  
FAX: (503) 220-2480

B. Donor is the owner of certain real property in Multnomah County, Oregon described on Exhibit A attached hereto and hereby incorporated by this reference.

Said real property, together with any and all improvements, fixtures, timber, water and minerals located thereon and any and all rights appurtenant thereto including but not limited to timber rights, water rights, grazing rights, access rights and mineral rights, shall be referred to in this Agreement as the "Subject Property."

C. It is the mutual intention of Donor and Donee that the Subject Property be preserved and used eventually for public, open space and recreational purposes. However this intention shall not be construed as a covenant or condition to this Agreement. Donee makes no representation that any efforts it may undertake to secure the eventual government acquisition of the Subject Property will be successful.



D. Donor acknowledges that Donee is entering into this Agreement in its own right and that Donee is not an agent of any governmental agency or entity. Donor and Donee understand and acknowledge that it is Donee's intention and expectation that the Subject Property will ultimately be conveyed to Metro and the City of Portland, and that Donee's willingness and interest in accepting the donation of the Subject Property is predicated on such intention and expectation.

E. Donee is a conservation organization having among its purposes the acquisition on behalf of the public of open space, scenic and recreational lands. Donee is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code and is included in the "Cumulative List of Organizations described in Section 170(c) of the Internal Revenue Code" published by the Internal Revenue Service. Donee is not a private foundation within the meaning of Section 509(a) of the Internal Revenue Code.

F. Donor intends that the fair market value of the Subject Property shall be a charitable contribution to Donee. However, Donee makes no representation as to the tax consequences of the transaction contemplated by this Agreement. Donor will obtain independent tax counsel and be solely responsible for compliance with the gift value substantiation requirements of the Internal Revenue Code.

THE PARTIES AGREE AS FOLLOWS:

1. Donation of the Subject Property. For and in consideration of the mutual covenants and promises contained in this Agreement and in acknowledgement of Donee's material reliance on this Agreement and Donee's expenditure of significant funds and time in connection herewith, Donor agrees to grant to Donee or to Donee's designee, the Subject Property by donation on the terms and conditions set forth in this Agreement. Donee shall not be obligated to accept title to the Subject Property if (a) the donation of the Subject Property is not consummated under this Agreement because of Donor's failure, refusal or inability to perform any of Donor's obligations under this Agreement; (b) Donee elects to terminate this Agreement because any of Donor's representations or warranties cease to be true prior to close of escrow; (c) Donee elects to terminate this Agreement because Donor is unable to remove a title exception objected to by Donee; (d) Donee elects not to close by reason of damage to the Subject Property in accordance with Section 10 of this Agreement; or (e) Donee elects to terminate this Agreement in accordance with Section 9 of this Agreement because of unacceptable environmental conditions on the Subject Property.

2. Escrow and Closing. The parties shall open an escrow with Ticor Title Insurance Company ("Escrow Agent") for the purpose of closing the conveyance of the Subject Property. Escrow shall close on or before July 30, 1997.



3. Title. Donor shall convey the Subject Property to Donee or Donee's designee by a special warranty deed free and clear of all liens and encumbrances except as provided for in this Section 4. Within 10 days of the date of this Agreement, Donee shall order a preliminary title report covering the Subject Property from Escrow Agent, together with copies of all instruments identified as exceptions in the title report. Within 15 days of receiving the title report and exception documents, Donee shall give written notice to Donor of the exceptions to title set forth in the preliminary title report that Donee shall require Donor to remove of record at or before the close of escrow (the "Unacceptable Exceptions"). Any new exception appearing on an update or supplement to the preliminary title report shall be considered to be an Unacceptable Exception unless and until it is approved by Donee in writing.

If Donee fails to give Donor notice of the Unacceptable Exceptions within the time frame set forth above, then the exceptions identified in the preliminary title report shall be deemed to be approved by Donee. Exceptions not objected to or approved by Donee shall be referred to in this Agreement as "Permitted Exceptions". Following receipt of Donee's list of Unacceptable Exceptions, Donor shall have 10 days to remove the Unacceptable Exceptions or other wise provide for them in a manner acceptable to Donee at Donor's sole cost. Donor shall inform Donee in writing if Donor is unable or unwilling to remove any Unacceptable Exceptions, in which case Donee may elect to either :

- (a) accept title to the Subject Property subject to such Unacceptable Exceptions; or
- (b) refuse to accept title to the Subject Property and terminate this Agreement.

4. Title Insurance. Donor shall provide Donee at Donor's expense with a standard coverage owner's policy of title insurance in the full amount of the fair market value of the Subject Property insuring that title to the Subject Property is vested in Donee upon close of escrow subject only to Permitted Exceptions noted in Section 3.

5. Donor's Covenants. Donor shall not do any of the following without the prior written consent of Donee: (a) make or allow to be made, extend or allow to be extended any leases, contracts, options or agreements whatsoever affecting the Subject Property; (b) cause or permit any lien, encumbrance, mortgage, deed of trust, right, restriction or easement to be placed upon the Subject Property that will not be removed on or before the close of escrow ; (c) permit any mortgage, deed of trust or other lien to be foreclosed upon due to Donor's actions or omission, including failure to make a required payment; or take or permit

any action that could have a material adverse effect on the physical condition or fair market value of the Subject Property.

6. Donor's Representations. Donor represents the following:

(a) Donor has full power and authority to enter into this Agreement and to convey title to the Subject Property in accordance with this Agreement.

(b) Following the completion of any necessary lot line adjustment or partition of the Subject Property into a legal, transferrable parcel, the conveyance of the Subject Property in accordance with this Agreement will not violate any provision of state or local subdivision laws.

(c) No one other than Donor will be in possession of any portion of the Subject Property at the close of escrow.

(d) There is no suit, action, arbitration, legal, administrative or other proceeding or inquiry pending or, to the best of Donor's knowledge, threatened against the Subject Property or any portion thereof, or pending or, to the best of Donor's knowledge, threatened against Donor which could affect Donor's title to the Subject Property or any portion thereof, affect the value of the Subject Property or any portion thereof, or subject an owner of the Subject Property, or any portion thereof, to liability.

(e) There are no:

(i) Private rights which will result in the creation of any liens upon the Subject Property or any portion thereof;

(ii) Uncured notices from any governmental agency notifying Donor of any violations of law, ordinance, rule or regulation which would affect the Subject Property or any portion thereof;

(iii) Actual or impending mechanics liens against the Subject Property or any portion thereof.

(f) Except for that lease of the Subject Property to Sulzer Escher Wyss, Inc., there is no lease, license, permit, option, rental agreement, right of first refusal or other agreement, written or oral, which affects the Subject Property or any portion thereof.

(g) Except as may be identified in that report entitled Phase II Environmental Site Assessment Activities, Whitaker Pond, 7114 NE 47th Avenue, Portland, Oregon dated February 14, 1997, issued by Hahn and Associates, Inc., to the best of Donor's knowledge, there is no other condition



at, on, under or related to the Subject Property presently or potentially posing a significant hazard to human health or the environment, whether or not in compliance with law, and, except as may be indicated in the report identified above, and except to the extent that storm water run-off draining onto the Subject Property may have introduced Hazardous Substances onto the Subject Property, there has been no production, use, treatment, storage, transportation, or disposal of any Hazardous Substance, as hereinafter defined, on the Subject Property nor any release or threatened release of any Hazardous Substance, pollutant or contaminant into, upon or over the Subject Property or into or upon ground or surface water at the Subject Property. For purposes of this Agreement, Hazardous Substance shall have the meaning set forth at 42 U.S.C. Section 9601 (14).

(h) Subject to Seller obtaining that lease amendment described below, the execution of this Agreement will not constitute a breach or default under any agreement to which Donor is bound and/or to which the Subject Property is subject.

Each of the above representations is material and is relied upon by Donee. Each of the above representations shall be deemed to have been made as of the close of escrow and shall survive the close of escrow. Donor shall indemnify, defend with counsel of Donee's choice and hold Donee harmless from all expense, loss, liability, damages and claims, including Donee's attorney fees, if necessary, arising out of the breach of any of Donor's warranties, representations and covenants.

If, before the close of escrow, Donor discovers any information or facts that would materially change the foregoing warranties and representations, Donor shall immediately give notice to Donee of those facts and information. If any of the foregoing warranties and representations cease to be true before the close of escrow, Donor shall be given an opportunity to remedy the problem before the close of escrow. If the problem is not remedied before close of escrow, Donee may elect to either (a) terminate this Agreement in which case Donee shall have no obligation to accept title to the Subject Property or (b) accept title to the Subject Property despite the existence of such problem, in which case Donee will be deemed to have waived its right to object to the problem.

7. Existing Lease. The Subject Property is currently subject to a lease dated October 27, 1987, as amended, (the "Lease"), in favor of Sulzer Escher Wyss, Inc. ("Sulzer"). The Lease contains a purchase option in favor of Sulzer. The donation of the Subject Property by Donor to Donee is contingent on Donor obtaining an amendment of the Lease releasing the Subject Property from the Lease, including the purchase option feature of the Lease.



8. Other Conditions Precedent to Donee's Acceptance of the Subject Property. Donee shall have no obligation to accept the Subject Property from Donor, and Donor shall have no obligation to donate the Subject Property to Donee unless and until each of the following conditions precedent have been satisfied:

(a) Donee shall have obtained any necessary approval to accept the donation of the Subject Property by its Board of Directors;

(b) The Subject Property shall have been divided through a lot line adjustment, partition or other legal subdivision so that the Subject Property is a legal, conforming parcel physically separated from the larger legal lot that it is now a portion of, and capable of being legally transferred from Donor to Donee. Donee, working with Metro, the City of Portland and Multnomah County, as necessary, shall be responsible for obtaining any necessary approvals to complete the lot line adjustment or other division of the Subject Property contemplated by this subparagraph;

(c) Donor shall have granted to Metro and the City of Portland a temporary construction easement and permanent maintenance easement over the property adjacent to the Subject Property to permit the construction and maintenance of a storm water drainage swale on the Subject Property, such easements to be in form and substance satisfactory to Metro and the City of Portland and Donor. The construction easement shall be located as set forth in the diagram attached hereto as Exhibit B, and shall be approximately 30 feet in width and shall be for a duration of one year following the transfer of the Subject Property to Donee. The maintenance easement shall be 20 feet in width, shall be located in the same place as the construction easement, and shall be permanent in duration. To the extent practicable, the construction and maintenance easements will be located along the existing storm easement.

(d) Donor shall have entered into an agreement with Metro with regard to (i) the construction of a 6 foot high cyclone fence along the south and west boundaries of the Subject Property within thirty (30) days following the transfer of the Subject Property to Metro; (ii) the use, to the extent legally allowable, of the Subject Property by Donor as an undeveloped buffer if such a buffer is required in addition to the usual setback requirements under applicable zoning codes in connection with any development of the property adjacent to the Subject Property by Donor, provided such buffer use does not preclude Metro's



intended uses of the Subject Property; and (iii) the distribution to Donor of copies of any environmental reports, test data or studies relating to the environmental condition of the Subject Property or the existence of Hazardous Substances on the Subject Property.

The fence described above shall be installed at the sole expense of Metro or its designee along the south and west boundaries of the Subject Property no later than thirty (30) days after the close of escrow. The installation of the fence as described above, and the use of the Subject Property as a buffer in the manner contemplated by subparagraph 8(d)(ii) above, are both intended for the benefit of Donor and its tenant Sulzer Escher Wyss, Inc., and its subsidiaries, and future owners of property adjacent to the Subject Property, all of whom are intended to be express third party beneficiaries of the obligation to install the fence and the ability, to the extent legally permissible, to utilize the Subject Property as a buffer in the manner specified above, and shall therefore all have the right to enforce such obligations or rights.

9. Donor's Promise to Remove Personal Property. Prior to close of escrow, Donor promises to remove or cause to be removed from the Subject Property at Donor's expense any and all personal property and/or trash from the Subject Property placed or deposited on the Subject Property between the date of this Agreement and the close of escrow. Donor agrees to maintain the Subject Property in its existing condition as of the date of this Agreement, except for damage due to natural conditions beyond the reasonable control of Donor. Satisfaction of the promises contained herein shall be subject to Donee's inspection and approval of the physical condition of the Subject Property at the date of closing.

10. Right to Inspect Subject Property. During the term of this Agreement Donee through its employees and agents may enter upon the Subject Property for the purpose of making inspections and investigations as Donee deems appropriate, including, without limitation, making an environmental assessment of the soils, waters and improvements on the Subject Property. Should the Donee determine, in its sole discretion, based on its investigation of the Subject Property, that the environmental conditions on the Subject Property are unacceptable to Donee, Donee shall so notify Donor and Donor may elect to remove such unacceptable environmental conditions by close of escrow. In the event Donor is unwilling or unable to remove any such unacceptable conditions, Donee may elect to terminate this Agreement in which case Donee shall have no obligation to accept title to the Subject Property.



11. Notices. All notices pertaining to this Agreement shall be in writing delivered to the parties hereto personally by hand, courier service or Express Mail, or by first class mail, postage prepaid, at the addresses set forth in Recital A.

12. Legal Costs. If any legal action is brought by either party to enforce any provision of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and court costs in such amounts as shall be allowed by the court.

13. Prorations and Fees. Real property taxes on the Subject Property shall be prorated as of the close of escrow based upon the latest available tax bill. Donor and Donee agree that the proration of property taxes on the Subject Property shall be based on an allocation to the Subject Property of five percent (5%) of the total property taxes for the land (not including buildings) for the parcel which contains the Subject Property. The escrow fee, any documentary tax or real property transfer tax arising out of the conveyance of the Subject Property, the premium for the title insurance policy and any other fees and charges shall be paid by Donor.

14. Binding on Successors. This Agreement shall be binding not only upon the parties but also upon their heirs, personal representatives, assigns, and other successors in interest.

15. Additional Documents. Donor and Donee agree to execute such additional documents, including escrow instructions, as may be reasonable and necessary to carry out the provisions of this Agreement.

16. Entire Agreement; Modification. This Agreement constitutes the entire agreement between Donor and Donee pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all the parties.

17. No Merger. The obligations contained in this Agreement, except for those specifically discharged in escrow (such as conveyance of title to the Subject Property and delivery of documents in the escrow), shall not merge with transfer of title but shall remain in effect until fulfilled.

18. Assignment. Donee may not assign its interest under this Agreement, nor may it designate any third party as the grantee of any deed conveying title to the Subject Property without the prior written consent of Donor, except that Donee may assign its interest under this Agreement and to the Subject Property to Metro and/or the City of Portland, and Donee may designate Metro and/or the City of Portland as the grantee of the deed conveying title to the Subject Property in order to

facilitate the lot line adjustment that is required as part of this Agreement, or to otherwise expedite or facilitate the ultimate acquisition of the Subject Property by Metro and the City of Portland as contemplated by this Agreement.

19. Statutory Notice. The property described in this instrument may not be within a fire protection district protecting structures. The property is subject to land use laws and regulations which, in farm or forest zones, may not authorize siting or construction of a residence. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify approved uses and existence of fire protection for structures. (Statutory notice required by ORS 93.040(2)).

IN WITNESS of the foregoing provisions the parties have signed this Agreement below:

DONOR:

Edmund Hayes, Jr.  
Edmund Hayes, Jr.

Date: June 25, 1997

DONEE:

THE TRUST FOR PUBLIC LAND, a  
nonprofit California public  
benefit corporation

By: Bonnie Rainey

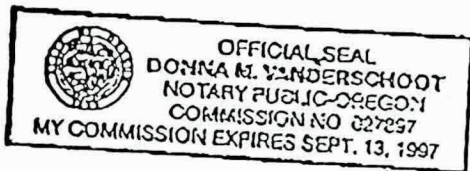
Title: Vice President

Date: 6/26/97



State of Oregon )  
County of Multnomah ) ss.

On this 25<sup>th</sup> day of June, 1997, before me, the undersigned notary for the State of Oregon, personally appeared Edmund Hayes, Jr., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument and acknowledged to me that he executed said instrument as his free and voluntary act for the uses and purposes therein mentioned.



Donna M. Vanderschoot  
NOTARY PUBLIC in and for the State of  
Oregon, residing at  
1170 SW Eden Ct, Tigard, OR 97223  
My appointment expires:  
9/13/97

Oregon  
State of Washington )  
County of ~~King~~ Multnomah ) ss.

On this 26<sup>th</sup> day of June, 1997, before me Sandy Mack, the undersigned Notary Public in and for the state of Washington, personally appeared Bowen Blay Jr. Oregon, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Vice President, on behalf of The Trust for Public Land, the corporation therein named and acknowledged to me that the corporation executed said instrument as its free and voluntary act and deed for the purposes therein mentioned, and on oath stated that he was authorized to so execute said instrument.



Sandy Mack  
Print Name: Sandy Mack  
Notary Public in and for the State  
of Washington, Residing at Portland  
Oregon  
My commission expires 2/05/00

## Exhibit A

A tract of land in the northwest one-quarter of Section 18, T.1N, R.2E, W.M., City of Portland, Multnomah County, Oregon, to wit:

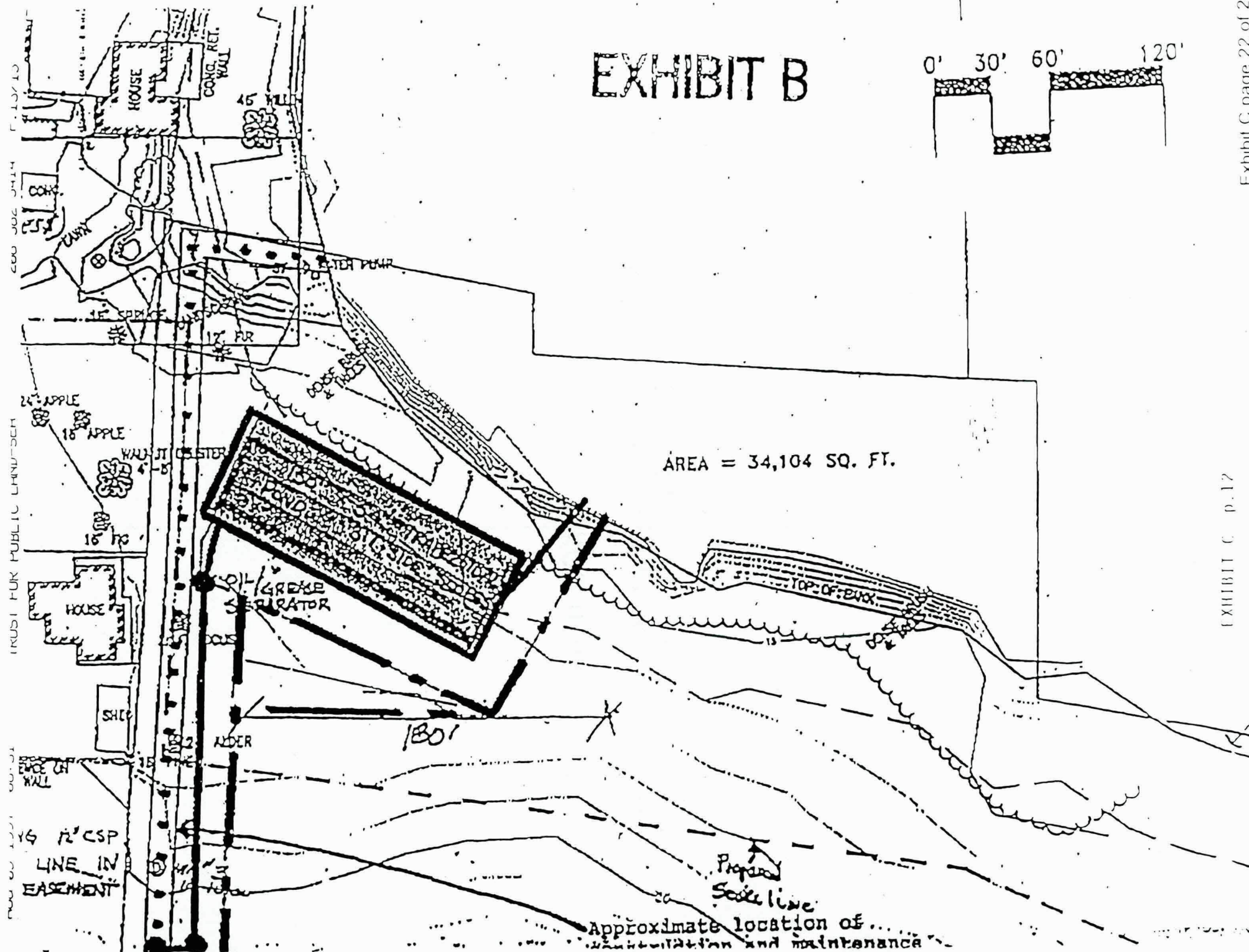
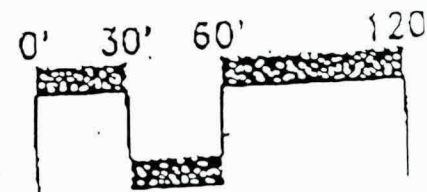
Beginning at the northeast corner of that tract of land described in Book 612, Page 1122, recorded April 4, 1968, Multnomah County Deed Records; thence N. 85° 28' W along the north line of said Book 612, Page 1122 parcel, 33 feet to the southeast corner of Lot 34, "London Acres," thence tracing the southerly line of said Lot 34 along the following courses: N 85° 28' W, 217.64 feet; thence N 01° 41' E, 28.88 feet; thence N 78° 10' W along the southerly line of Lot 34 and the northerly south line of Lot 31, "London Acres," 187.37 feet to an angle corner in the southeasterly part of said Lot 31; thence S 03° 50' 25" W along the easterly line of said "London Acres," 260.77 feet to the southeast corner of Lot 29, "London Acres," thence S 88° 37' 38" E along the easterly extension of the south line of said Lot 29, 450.10 feet to the east line of said Book 612, Page 1122 tract; thence N 00° 30' 27" E along said east line, 182.71 feet to the Point of Beginning.

LESS Parcel 2 of Exhibit "A" of Volume 85, Page 147400, recorded November 28, 1985, Multnomah County Records.

Contains 80,635 square feet (2.081 acres) more or less.



# EXHIBIT B





## ASSIGNMENT OF DONATION AGREEMENT

The Trust for Public Land, a nonprofit California public benefit corporation ("Assignor") hereby assigns to Metro, a municipal corporation, and the City of Portland, a municipality of the State of Oregon, (collectively "Assignee"), without representation or warranty except as provided herein, all of Assignor's right, title and interest in and to that certain Donation Agreement dated as of June 25, 1997 by and between Edmund Hayes, Jr. as donor and Assignor as donee (the "Donation Agreement") a copy of which is attached hereto and hereby incorporated by this reference. Assignor represents that as of the date of this Agreement the Donation Agreement is in full force and effect and that Assignor has received no notices or other information indicating that there are any breaches of either party's obligations, representations or warranties under the Donation Agreement.

By signing below, Assignee agrees as follows:

1. To jointly and severally accept this assignment according to the terms of this Agreement;
2. That Assignee has full power and authority to enter into this Agreement and the person(s) signing this Agreement for Assignee have full power and authority to sign for Assignee and bind it to this Agreement;
3. That Assignee has reviewed the Donation Agreement and understands all the terms and provisions thereof, and that Assignee has had the opportunity to make such inspections, investigations and studies regarding the Subject Property, and the transaction contemplated by the Donation Agreement as Assignee deems necessary, and that Assignee is not relying on any statements or representations of Assignor regarding the same except as provided in this Agreement in accepting this assignment or proceeding with the transaction contemplated by the Donation Agreement; and
5. That Assignee shall indemnify and hold Assignor harmless from any claims, obligations, costs or liabilities related to the Donation Agreement arising from events occurring after the effective date of this assignment, excluding claims, obligations, costs or liabilities caused by the acts or omissions of Assignor.

Assignor and Assignee agree that, notwithstanding this assignment, Assignor shall assist and cooperate with Assignee and with the donor under the Donation Agreement to consummate the donation of the Subject Property to Assignee or to Assignee and its designee, and to assist Assignee and the donor under the Donation Agreement claim and document any tax deduction that the donor may be entitled to as result of making the donation of the Subject Property as contemplated by the Donation Agreement.

Dated as of the \_\_\_\_\_ day of \_\_\_\_\_ 1997.

The Trust for Public Land

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

Its: \_\_\_\_\_

Metro

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

Its: \_\_\_\_\_

The City of Portland

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

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

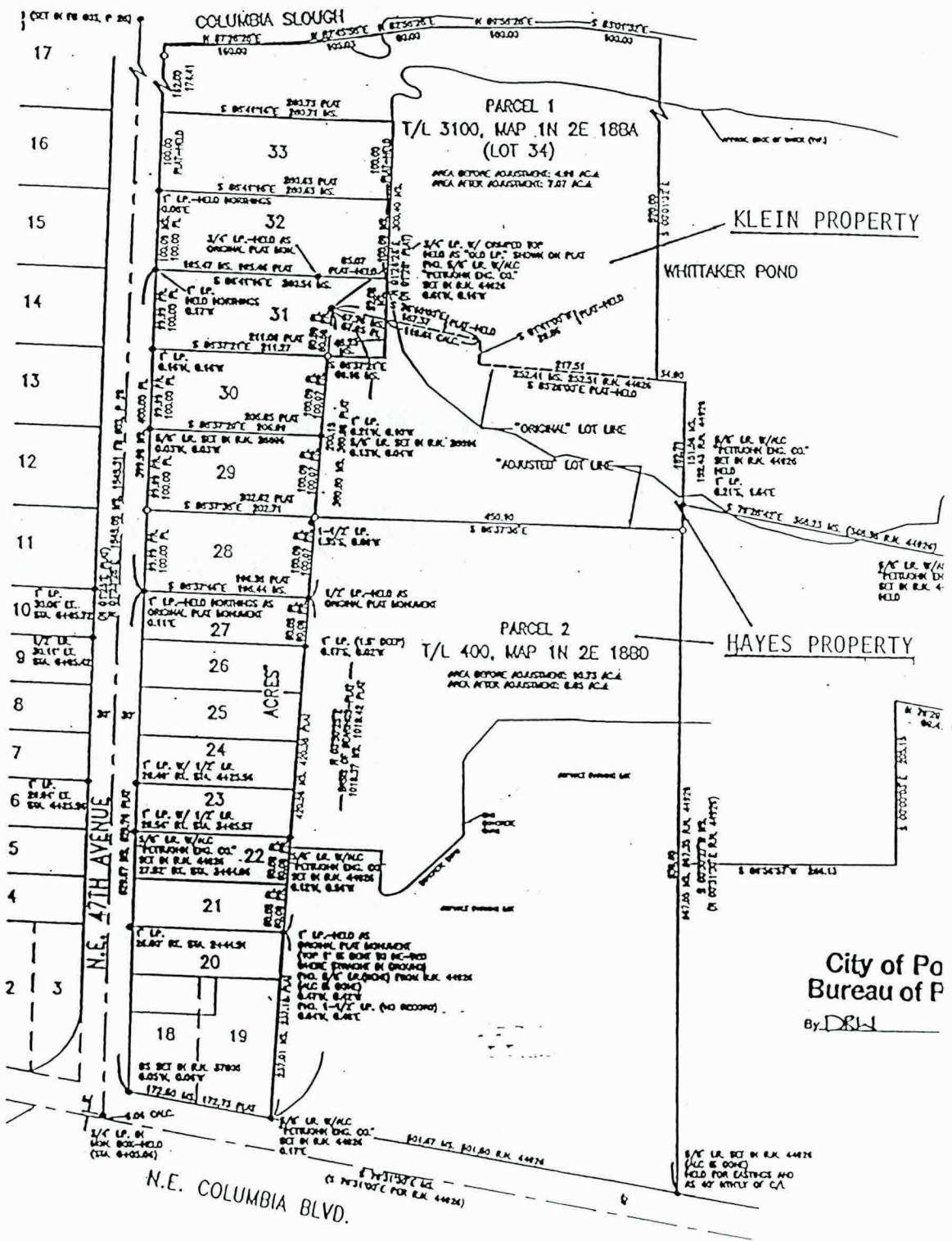
#### DONOR'S CONSENT

Edmund Hayes, Jr. ("Donor") of the Donation Agreement, hereby consents to the Assignment of the Donation Agreement in accordance with, and subject to, the terms, conditions and covenants of the Assignment and Donation Agreement. All rights, obligations and representations, warranties, covenants, conditions and agreements arising out of the Donation Agreement are hereby deemed to be made between Edmund Hayes, Jr. as "Donor" and Metro and the City of Portland as "Donee".

\_\_\_\_\_  
Edmund Hayes, Jr.

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

# **EXHIBIT D** **PROPERTY MAP** Former Klein and Hayes properties are shown





# ORDINANCE No. 171489

\* Accept conveyance of property from Metro and approve an Intergovernmental Agreement with Metro as tenants in common for property in North Portland. (ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. The Columbia Slough has been identified by the State of Oregon, in accordance with the Federal Clean Water Act (PL 100-4; as amended) as being a water quality-limited water body. Improving the water quality to provide for and protect beneficial uses in the Columbia Slough system is an important and stated goal of the City's Clean River Program as adopted by the Council on March 28, 1990.
2. Whitaker Ponds in North Portland provides important water quality opportunities for the Columbia Slough and educational opportunities for North Portland residents. The Trust for Public Lands is donating two acres of property adjacent to Whitaker Ponds to Metro. Through a lot line adjustment, the donated property will be added to a parcel that Metro currently owns. Metro requests that the City jointly take title to the combined property.
3. The City of Portland Environmental Services will construct a pollution reduction facility (PRF) on the property. The PRF will filter stormwater before it enters Whitaker Ponds which flow into the Columbia Slough.
4. This transaction does not entail a transfer of funds. Metro and the City will jointly own donated property and a parcel which Metro currently owns.

NOW, THEREFORE, the Council directs:

- a. The City accepts the conveyance of the property described in the IGA, as a tenant in common with Metro.
- b. The Commissioner of Public Utilities and Auditor grant the Director of the Bureau of Environmental Services the authority to execute an Intergovernmental Agreement and between BES and Metro and execute the Assignment of the Donation Agreement in substantially the form of Exhibit C of the IGA.

Section 2. The Council declares that an emergency exists because a delay in proceeding with this project could delay construction of the PRF which is necessary to improving water quality in Whitaker Ponds and the Columbia Slough, and the PRF is funded with a grant which must be expended in FY 1997-98; therefore, this ordinance shall be in full force and effect from and after its passage by the Council.

Passed by the Council, AUG 13 1997  
Commissioner Erik Sten

Amy Chomowicz  
August 5, 1997


BARBARA CLARK  
Auditor of the City of Portland  
by   
Deputy

Exhibit C page 26 of 26

**EXHIBIT D**  
**to Intergovernmental Agreement -**  
**Whitaker Ponds**

**INTERGOVERNMENTAL AGREEMENT**

Occupancy Agreement- 7040 NE 47th Ave, Portland, OR, 97218

City of Portland, Bureau of Environmental Services; Metro and  
East Multnomah Soil and Water Conservation District

This intergovernmental agreement entered into as of this 25th day of November, 1997, is by and between the City of Portland, Bureau of Environmental Services, 1120 SW 5th Ave, Portland, OR, 97204-1972, (BES), Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, located at 600 NE Grand Avenue, Portland, OR, 97232-2736 (Metro), and the East Multnomah Soil and Water Conservation District, 2115 SE Morrison, Portland, OR, 97214 (EMSWCD).

Witnesseth:

WHEREAS, Metro owns a parcel of real property (hereafter, the "Site"), bordering Whitaker Ponds, which is occupied by a house (hereafter the "Talbert House"), described in Exhibit A;

WHEREAS, in 1992, Metro approved the Whitaker Ponds Master Plan (hereafter, "Master Plan"), which details the development of Whitaker Ponds as a natural resource and environmental education site for Portland;

WHEREAS, since approval of the Master Plan, BES has unofficially used, and wishes to continue to use officially, the Site for environmental education classes and outings funded through the Columbia Slough Revitalization Grant;

WHEREAS, since 1996, EMSWCD has unofficially occupied the Talbert House, using it as an office for the Columbia Slough Watershed Council, and wishes to continue its occupancy;

WHEREAS, Metro wishes to continue its efforts to improve and develop the Site consistent with the Master Plan;

NOW, THEREFORE, the parties agree as follows:

Metro shall:

1. Deliver occupancy of the Talbert House to EMSWCD in the form of a key to the Talbert House and a key to the gate to the Site. Deliver occupancy of the Site to BES by providing a Talbert House key and a Site gate key.
2. Not require rental payments from BES or EMSWCD.
3. Perform the necessary structural repairs required to bring the Talbert House up to current City of Portland health and safety code standards. These repairs shall be limited to roofing, plumbing, electrical, and heating. Metro will maintain these elements and the structure for the duration of the time that Metro is responsible for site management of Whitaker Ponds. If and/or when management responsibilities are transferred to another



agency or organization, Metro may assign its maintenance obligations under this Agreement to that agency or organization.

4. Continue to have a right to access, use, improve and develop the Site, and a right to enter the Talbert House upon 24 hours notice to make necessary repairs.
5. Maintain a current comprehensive general liability policy of insurance on the Site or provide proof of self insurance, insuring Metro against liability for injury to person or property of members of the public.

EMSWCD shall:

1. Occupy the Talbert House for a period of two years, from 1/1/97 to 12/31/98.
2. Maintain a minimum of twenty (20) hours per week of staff presence at the Talbert House, and notify Metro of any extended periods of no occupancy.
3. Use the Talbert House for office space, meetings and educational programs consistent with the goals and intent of the Whitaker Ponds Master Plan, and shall make no residential or overnight use of the property.
4. Perform any necessary cosmetic enhancements to the Talbert House. Cosmetic enhancements include, but are not limited to: interior and exterior paint, carpet and floor covering replacement, replacement of appliances, light fixtures, decorations, purchase and installation of security measures such as bars, doors, lights, and alarm systems.
5. Maintain the house in a clean and sanitary condition at all times.
6. Install a telephone, and pay the costs of installation and monthly telephone bills.
7. Pay all monthly utility bills, including water, sewer, electricity and garbage.
8. Install and maintain a functioning smoke alarm in the Talbert House, testing it every six months. Install and maintain a fire extinguisher, and fully stocked first aid kit in the Talbert House at all times.
9. Keep the gate to the Site closed (at all times).
10. Permit no acts to be done on the Site in violation of any law or ordinance.
11. Notify Metro within twenty-four (24) hours of any non-emergency health and safety concern on Site.
12. Notify Metro and the appropriate law enforcement agency immediately, regarding any emergency crisis which threatens the health or safety of people on the Site or damage to the Talbert House or grounds.
13. During EMSWCD's occupancy of the Talbert House, EMSWCD shall maintain a current policy of insurance or provide proof of self insurance, including personal property

insurance in an amount sufficient to cover all personal property located in the Talbert House or on the Site and owned by EMSWCD/Columbia Slough Watershed Council, and insurance or proof of self insurance against liability for personal injuries or property damages suffered on the Site, or as a result of EMSWCD's activities on the Site, by EMSWCD's invitees, in the amount of \$500,000 per occurrence or \$1,000,000 aggregate.

14. Shall not assign its rights and responsibilities under this agreement without Metro's consent.
15. Upon expiration of this Agreement, return the premises clean and in the same condition as when the occupancy began, ordinary wear and tear excepted.
16. Shall pay as due all claims for services, work and materials furnished to the Talbert House at EMSWCD's order; and shall keep the Talbert House free of all liens caused by failure to pay for said services, work and/or materials furnished to the Talbert House.

BES shall:

1. Have the right to occupy and use the Site for educational classes and outings consistent with the goals and intent of the Master Plan, for a period of two years, from 1/1/97 to 12/31/98.
2. Participate in maintaining the grounds in a clean and sanitary condition at all times and in as good a condition as the grounds were in at the commencement of BES's occupancy.
3. Notify Metro within twenty-four (24) hours of any non-emergency health and safety concern on Site.
4. Notify Metro and the appropriate law enforcement agency immediately, regarding any emergency crisis which threatens the health or safety of people on the Site or damage to the Talbert House or grounds
5. Provide adult supervision of groups visiting the Site.
6. Secure written permission from Metro for additional Site improvements which BES desires.
7. During the term of this Agreement, BES shall maintain a current policy of insurance in the minimum amount of \$500,000 per occurrence or \$1,000,000 aggregate, or provide proof of self insurance, including insurance against personal injury and property damage suffered by BES's invitees, and members of the public involved in BES sponsored activities on the Site.
8. Shall pay as due all claims for services, work and materials furnished to the Site at BES's order, and shall keep the Site free of all liens caused by failure to pay for said services, work and/or materials furnished to the Site.

### Indemnification:

The City, Metro and EMSWCD shall each defend, indemnify and hold harmless the others, their officers, agents and employees, against all loss, damage, expenses, judgments, claims and liability, whether arising in tort, contract or by operation of any statute or common law, arising out of or in any way connected to each entity's own acts or omissions under this Agreement, or the wrongful acts of each entity's officers, agents and employees acting within the scope of employment or duties in performance of this Agreement, subject to the limitations and conditions of the Oregon Constitution and the Tort Claims Act, ORS Chapter 30.

### General Provisions

1. Metro and BES and EMSWCD may, by mutual agreement, terminate all or part of this Agreement based upon a determination that such action is in the public interest.
2. BES may not assign any of its rights or responsibilities under this Agreement without written consent from Metro, except BES may delegate or subcontract for performance of any of its responsibilities under this Agreement.
3. EMSWCD may not assign any of its rights or responsibilities under this Agreement without written consent from Metro, except EMSWCD may delegate or subcontract for performance of any of its responsibilities under this Agreement.
4. All fixtures placed upon the premises during the term of occupancy shall become property of Metro.
5. If any provision of this Agreement shall be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision which in itself is valid, if such remainder would then continue to conform with the terms and requirements of applicable law and the intent of this Agreement.
6. All notices or other communications required or permitted under this Agreement shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by fax or regular mail.

To Metro:

Metro  
Pam Novitzky  
Regional Parks and Greenspaces  
600 NE Grand Ave  
Portland OR 97232-2736

To BES:

City of Portland  
Susan Barthel  
Bureau of Environmental Services  
1120 SW Fifth Ave, Rm 400  
Portland OR 97204

To EMSWCD:

East Multnomah Soil and Water Conservation District  
Dianna L. Pope  
2115 SE Morrison  
Portland, OR 97215

This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written agreements or representations relating to the property. No waiver, consent, modification, or change in terms of this Agreement shall bind either party unless in writing and signed by all parties.

IN WITNESS WHEREOF, Metro, the City, and East Multnomah Soil and Water Conservation District have executed this Agreement as of the date first written above.

Approved as to form:

Pete Kastner

Date: 11/24/97

CITY OF PORTLAND

by: Dean Marriott

Name: Dean Marriott, Director  
Bureau of Environmental Services

Date: 11/25/97

by: Erik Sten

Name: Erik Sten  
Commissioner of Public Works

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

Approved as to form:

J. M. H.

Date: 12/18/97

METRO  
by: Charles C. C.

Name: Charles C. C.  
Date: 1/6/98

Approved as to form:

\_\_\_\_\_

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

EAST MULTNOMAH SOIL AND WATER  
CONSERVATION DISTRICT

by: Dianna L. Pope

Name: Dianna L. Pope, Chair  
Board of Directors

Date: 12/9/97

## Exhibit A

Lot 33, LONDON ACRES, in the City of Portland, County of Multnomah and State of Oregon, also known as the "Talbert House", located at 7040 NE 47th Ave., Portland Oregon.



**EXHIBIT E**  
**to Intergovernmental Agreement - Whitaker Ponds**

**Metro Stabilization and Security Measures Performed**

**Whitaker Ponds Stabilization Costs Summary**  
**as of June 30, 1998**

**Klein Property:** Junkyard Cleanup. Includes removal of 400 tons of mixed debris, tires, wood, metal, junk cars, house demolition, tipping fees, drop boxes, equipment and labor. Cost: \$43,000.

**Espedal Property:** Brush removal and stabilization planting on 3.5 acres, including first two years of maintenance. Cost: \$3800

**Stickler Property:** Boarding up and subsequent demolition of the Stickler House. Cost: \$10,000.

**Krueger Property:** Complete renovation of the house, including roof, interior/exterior painting, room addition, flooring, repair and replacement of plumbing and fixtures, electrical upgrades, debris removal and landscaping. Cost: \$31,000

**Talbert Property:** House renovation, including new heating and electrical systems, garage demolition, break-in repairs, and tree removal. Cost: \$3,900.

**Hayes Property:** Construction of 760 foot fence. Cost: \$5,320.

**General Land Improvements/Maintenance:** Construction of 350 foot chain link fence fronting NE 47th Ave., debris removal, inmate crew labor, Americorps crew labor, equipment rental, maintenance mowing. Cost: \$7,050.

**EXHIBIT F**  
**to Intergovernmental Agreement - Whitaker Ponds**

**Notice of Acquisition**

\_\_\_\_\_, 199\_\_

City of Portland  
Bureau of Parks and Recreation  
1120 SW Fifth Avenue, Rm. 1302  
Portland, OR 97204

Re: Acquisition of Property in Whitaker Ponds target area

Dear \_\_\_\_\_:

Pursuant to the Metro Open Spaces Bond Measure 26-26, and the Intergovernmental Agreement between Metro and City of Portland, dated \_\_\_\_\_, 1998, attached hereto ("Intergovernmental Agreement"), this shall serve as notice of acquisition of the following property in the Whitaker Ponds target area:

[Property Address], in the City of Portland, County of Multnomah and State of Oregon, being more particularly described in the Exhibit attached hereto ("the Property").

Pursuant to the Intergovernmental Agreement, Metro requests that the City manage this Property pursuant to the terms of the Intergovernmental Agreement. Please notify Metro in writing if the City does not wish to accept management responsibility for this Property. As set forth in the Intergovernmental Agreement, if the City does not so notify Metro within thirty (30) days of receipt of this letter, the City shall be deemed to have accepted the new Property for management, maintenance, and operation in accordance with the terms and conditions of the Intergovernmental Agreement.

If you have any questions, please do not hesitate to contact me at 797-1914.

Sincerely,

Jim Desmond, Manager  
Metro Open Spaces Acquisition Division

cc: Charles Ciecko

Whitaker Ponds IGA - Metro, City of Portland Parks and BES

9/15/98 kaj i:\docs#14.os\07option\03whtkr.pnd\wpigapdx.doc