

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING AN)
INTERGOVERNMENTAL AGREEMENT WITH)
THE CITY OF PORTLAND FOR MANAGEMENT)
OF PROPERTY IN THE EAST BUTTES/BORING)
LAVA DOMES TARGET AREA)

RESOLUTION NO. 98-2701

Introduced by Mike Burton
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, at the election held on May 16, 1995, the Metro area voters approved the Open Spaces, Parks and Streams Bond Measure (Ballot Measure 26-26) which authorized Metro to issue \$135.6 million in general obligation bonds to finance land acquisition and capital improvements; and

WHEREAS, the Open Spaces, Parks and Streams Bond Measure provided that lands acquired by Metro with the regional share of the bond funds would be "land banked" with minimal maintenance, and no bond funds can be legally used for any operating expenses on these lands; and

WHEREAS, the Open Spaces, Parks and Streams Bond Measure stated that Metro Regional Parks and Greenspaces Department may operate and maintain these lands, 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, on July 25, 1996 via resolution 96-2361, the Metro Council adopted a refinement plan for the East Buttes/Boring Lava Domes regional target area, which included a confidential tax-lot specific map identifying priority properties for acquisition, and which identified certain properties as Tier IB properties and encouraged partnerships involving Metro and local governments to acquire and manage Tier IB properties; and

WHEREAS, in August, 1998, Metro and the owners of a 15.45-acre property (the "Property") located in Tier IB between Powell Butte and Johnson Creek, and adjacent to the Springwater Corridor Trail, entered into a Purchase and Sale Agreement whereby the City of Portland (the "City") will contribute 28.8% of the purchase price and Metro will contribute 71.2% of the purchase price, and the City and Metro will share title as tenants in common proportionate to these contributions; and

WHEREAS, having been identified in the East Buttes and Boring Lava Domes Target Area refinement plan as a Tier IB acquisition, the transaction must include a minimum 25% non-Metro match, which will be provided by the City as set forth above; and

WHEREAS, the City and Metro desire that the City should operate, manage, and maintain the Property, including the demolition and removal of structures, restoration and

enhancement of the Property, and use of the property as a passive flood storage wetland, at the City's sole expense; and

WHEREAS, an intergovernmental agreement (IGA) involving Metro and the City would benefit the Property, as well as the public in general, by restoring a portion of the property to its natural state, providing increased care for the property and aiding in the management of Johnson Creek; and

WHEREAS, the IGA attached to this resolution as Exhibit A sets forth management, maintenance, and operation guidelines for the City, requiring that the Property be managed for protection of the Property's natural resources in accordance with the Metropolitan Greenspaces Master Plan, the Open Spaces Bond Measure, the Powell Butte Master Plan, and the Johnson Creek Resources Management Plan; and

WHEREAS allowable uses under this IGA include a passive flood storage wetland, environmental education, riparian restoration, habitat enhancement, and public recreation consistent with these goals; with the primary goal being to manage the Property as an open space with floodplain management uses; and

WHEREAS, the IGA attached hereto as Exhibit A has been approved by the Portland City Council for management of the Property, and potentially, additional properties in the East Buttes and Boring Lava Domes Target Area; now therefore,

BE IT RESOLVED,


That the Metro Council approves and authorizes the Metro Executive Officer to execute the Intergovernmental Agreement with the City of Portland, attached hereto as Exhibit A, wherein the City will restore and manage the Property in the East Buttes/Boring Lava Domes target area.

ADOPTED by the Metro Council this 1ST day of OCTOBER, 1998.



Jon Kvistad, Presiding Officer

Approved as to Form:



Daniel B. Cooper, General Counsel

EXHIBIT A

RESOLUTION NO. 98 - 2701

INTERGOVERNMENTAL AGREEMENT

Powell Butte - Brownwood Property

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 NE Grant Avenue, Portland, OR, 97232 ("Metro"), and the City of Portland by and through its Department of Parks and Recreation located at 1120 SW 5th Avenue, Portland, OR 97204 ("the City") (collectively, "the Parties").

Witnesseth:

WHEREAS, on May 16, 1995, voters approved the Open Spaces, Parks and Streams bond measure (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 Metro's Open Spaces, Parks and Streams bond measure, the East Buttes and Boring Lava Domes have been identified as a regional acquisition target area, and the Brownwood property ("the Property") has been identified, based on its value as a natural area, as a property to be purchased partially with regional bond measure proceeds in partnership with the City; and

WHEREAS, Metro and the City will jointly purchase the Property as tenants in common, with Metro holding a 71.2% undivided interest and the City holding a 28.8% undivided interest, proportionate to each party's contribution to the purchase price; and

WHEREAS, the City, in conjunction with the Portland Bureau of Environmental Services (BES), at its sole expense, will undertake demolition and removal of the structures on the Property, and set aside an approximate 12-acre portion of the land, excavate a basin and revegetate it with wetland plants to create a wetland environment, with associated water quality, fish and wildlife benefits, that will also serve as a passive, non-structural flood storage wetland; and

WHEREAS, Metro and the City wish to enter into this Agreement to authorize the management of the Property by the City and to authorize the subsequent removal of the structures and creation of a passive flood storage wetland by the City, 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 are hereby authorized to purchase the Property for EIGHT HUNDRED THOUSAND DOLLARS (\$800,000). At closing, Metro will contribute 71.2% of the purchase price (\$570,000); and the City will contribute 28.8% of the purchase price (\$230,000).
2. Metro and the City shall take title to the Property as tenants in common, with Metro having a 71.2% undivided interest and the City having a 28.8% undivided interest.
3. Metro shall be responsible for negotiating the Purchase and Sale Agreement and any terms of the transaction with the Property owner and for undertaking the normal due diligence investigations conducted by Metro pursuant to the Open Spaces Measure practices. If the City requires any due diligence investigations not required by Metro, the City shall be solely responsible for those items. Metro shall also be responsible for drafting and coordinating escrow instructions and closing details, and shall pay the Buyer's closing costs.
4. The parties acknowledge that they have both had the opportunity to conduct due diligence investigations on the Property and have reviewed environmental reviews and analyses on both properties.

B. Demolition and Removal of Structures.

1. The City shall be solely responsible for the demolition and removal of any and all structures on the property. This includes, but is not limited to two detached single-family dwellings (the "Main House" and the "Cottage House") with a 31.5' x 39.5' barn, a detached 2 car garage and attached lean-to. The City acknowledges that the Main House has an underground oil storage tank that must be removed, at their sole expense, and that any environmental remediation or clean-up relating to the Property required under state and/or federal law shall be the City's sole responsibility. The City may be reimbursed up to \$5,000 from the Seller's escrow holdback pursuant to the terms of the Purchase and Sale Agreement between Metro and the Brownwoods.
2. The City shall be fully responsible for obtaining all bids, permits, approvals, authorizations, of whatever kind or nature, related to the demolition of the structures, and 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 resulting from the demolition of the structures or its agreements set forth in this Agreement.
3. Metro shall have no further stabilization responsibilities for the Property.

C. Construction, Management, Maintenance, and Operation of the Passive Flood Storage Wetland.

1. A passive flood storage wetland designed to create a wetland environment and mitigate flooding effects of Johnson Creek shall be constructed on approximately 12 acres of the Property.
2. The City shall be responsible for the design, construction, management, maintenance, operation and repair of the passive flood storage wetland, 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 passive flood storage wetland, the City shall submit the proposed passive flood storage wetland to Metro for review and approval.
4. No construction, future alteration, expansion, or improvement of the passive flood storage wetland shall be conducted by the City without Metro's prior review and approval.
5. The City shall ensure that the passive flood storage wetland is maintained. As part of the design of the passive flood storage wetland, the City shall develop a manual detailing the bureau's responsibilities and plans for its maintenance and operation.

D. Management, Maintenance, and Operation of the Property

1. The Property shall be managed, maintained, and operated by the City in accordance with the Greenspaces Master Plan; the Open Spaces Bond Measure; the Powell Butte Master Plan, adopted by the Portland City Council on December 4, 1996; the Johnson Creek Resources Management Plan; the operations and maintenance manual provided in C(5) above (collectively, "the Plans"); and the terms and conditions set forth in this Agreement. 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.
2. If Metro executes agreements to purchase additional properties within the East Buttes-Boring Lava Domes Target Area which Metro would like the City to manage under the terms of this Agreement, Metro shall notify the City in writing in substantially the form attached hereto as Exhibit B ("Notice of Acquisition"). The City shall notify Metro in writing if the City does not wish to accept management responsibility for those additional properties, using the City's best efforts to make this notification prior to the closing date for the acquisition.

3. Metro grants the City, its agents and contractors, the right to enter the Property for the purpose of performing all activities reasonably necessary for the management, maintenance and operation of the Property.

4. The term of the City's management, maintenance, and operation responsibilities for the Property shall be ten (10) years from the date of this Agreement, renewable by mutual written agreement for additional ten (10) year periods.

E. 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 D 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 and enhancement of the Property's natural resources.

2. The Property may be used by the public, in the City's discretion, for passive recreation, pedestrian activity, nonmotorized bicycle use, and/or habitat enhancement. Allowable uses of the Property consistent with the limitations set forth herein may include environmental education, wetlands riparian restoration, habitat enhancement and stormwater management in accordance with section C, set forth above.

3. Metro shall have the right to review and comment on any changes in the Plans relating to the management, maintenance, or operation of the Property. Any changes in the Plans made or proposed by the City that relate to management, maintenance, or operation of the Property shall not conflict with the guidelines set forth in this Agreement, in the Greenspaces Master Plan, or with the uses and restrictions described in the Open Spaces Bond Measure. The City 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 the City's Plans where such amendment would alter the City's management, maintenance or operation of the Property.

4. The Property shall not be subdivided or partitioned, nor shall any development rights, timber rights, mineral rights, easement or lease rights, or other rights related to the Property be sold or otherwise granted. 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, the City may make changes necessary for the safe and effective function of the passive flood storage wetland 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

F. Permits, Taxes, and Assessments

1. As stated in the Greenspaces Master Plan, by accepting management responsibility for the Property the City agrees to be responsible for funding the stabilization, operation and maintenance of the Property with the City's own resources. The City's management responsibility shall include responsibility for all taxes or assessments for the Property.
2. The City shall be responsible for obtaining at its sole cost and expense any permits necessary for managing, maintaining, or operating the passive flood storage wetland.
3. Any permits granted by the City to users of the Property shall comply with the terms and limitations set forth in this Agreement and in the Plans.

G. General Provisions

1. Indemnification. The City, 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 any claim based on any act or occurrence arising from the management, maintenance or operation of the Property, including but not limited to construction of trails or in relation to any other improvement on the Property.
2. Oregon Constitution and Tax Exempt Bond Covenants. The source of funds for the acquisition 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.
3. Funding Declaration and Signage. The City shall provide on-site signage informing the public that funding for the acquisition of part of the Property came from Metro Open Spaces Measure bond proceeds, and that the City is responsible for the development, management, maintenance and operation of the passive flood storage wetland. 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. On-site signage shall be

subject to prior review and approval by Metro. All signage shall 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. 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).

6. 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.

7. 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 the City: City of Portland
James Sjulín
Natural Resources Supervisor
1120 SW Fifth Ave., Room 1302
Portland, OR 97204

and: City of Portland
Ivy Frances
Johnson Creek Watershed Manager
1120 SW Fifth Ave. Room 1100

with a copy to: City of Portland
City Attorney's Office
1220 S.W. Fifth Ave.
Portland, OR 97204

8. Assignment. The City may not assign any of its rights or responsibilities under this Agreement without prior written consent from Metro, except the City may delegate or subcontract for construction of the passive flood storage wetland.

9. 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.

10. 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 of terms of this Agreement shall bind either party unless in writing and signed by both parties.

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

CITY OF PORTLAND
PARKS AND RECREATION

METRO

By: _____

By: _____

Title: Director of Parks and Recreation

Title: Executive Officer

EXHIBIT A

LEGAL DESCRIPTION

PARCEL I:

A tract of land in Section 18, Township 1 South, Range 3 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Beginning at a point 1980 feet North of the Southwest corner of said Section 18; thence East 923.2 feet; thence South 1415.6 feet; thence West 923.2 feet; thence North along said section line 1415.6 feet to the place of beginning.

EXCEPTING THEREFROM any portion of the above described tract lying South of the center line of the Johnson Creek Drainage Canal.

ALSO EXCEPTING that certain parcel of land conveyed by Deed recorded in Book 296 at Page 124, said parcel being the right of way of the O.W.P. Railroad Company.

ALSO EXCEPTING that certain parcel of land described in Deed recorded in Book 348, Page 206, said parcel being that portion which lies North of the O.W.P. Railroad Company Tract.

ALSO EXCEPTING THEREFROM that portion described in Deed recorded April 28, 1967 in Book 558 at Page 1635.

PARCEL II:

A tract of land in Section 18, Township 1 South, Range 3 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

That portion of Governmental Lot 4 lying South of the right of way of the O.W.P. Railroad Company.

PARCEL III:

That portion of Lots 31 and 33, JENNELYND ACRES, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Beginning at a point on the center line of Johnson Creek Channel as now constructed, which point is located South $89^{\circ}07'$ East, 174.40 feet from the reentrant corner on the West line of the L.S. Jenne Donation Land Claim in Section 18, Township 1 South, Range 3 East of the Willamette Meridian, Oregon, said point being on the South line of Tract 33, JENNELYND ACRES, running thence North $89^{\circ}07'$ West 174.40 feet to said reentrant corner, it being the most Westerly Southwest corner of said Tract 33; thence North $0^{\circ}45'$ West on the West line of said Tract 33, and being on the West line of said Jenne Donation Land Claim 91.30 feet, more or less, to the Portland Electric Power Company's Southeasterly right of way line; thence North $48^{\circ}11'$ East on said right of way line 253.30 feet, more or less, to the Northeast corner of Tract 30, JENNELYND ACRES; thence South $63^{\circ}21'$ West on the Northeast line of said Tract 30, JENNELYND ACRES 32.54 feet to the center line of Johnson Creek Channel as now constructed; thence Southerly on the said center line of Johnson Creek Channel on a curve to the left (the chord of which bears South $15^{\circ}51'$ West 151.04 feet) with a radius of 286.50 feet 152.79 feet to end of curve; thence South $0^{\circ}34'$ West 103.01 feet to the place of beginning.

LEGAL DESCRIPTION

PARCEL IV:

LOT 83, SYCAMORE ACRES, in the City of Portland, County of Multnomah and State of Oregon, EXCEPTING THEREFROM that portion deeded to the public by Deed recorded November 3, 1927 in Book 1126 at Page 121.

EXHIBIT B
Notice of Acquisition

_____, 199_

James Sjulín
Natural Resources Supervisor
City of Portland
Parks and Recreation Department
1120 SW Fifth Ave., Rm. 1302
Portland, OR 97204

Re: Acquisition of Property in the East Buttes/Boring Lava Domes Target Area

Dear Jim:

Pursuant to the Metro Open Spaces Parks and Streams bond, and the Intergovernmental Agreement regarding the East Buttes/Boring Lava Domes Property between Metro and the City of Portland ("the City") dated _____, 1998 attached hereto ("Intergovernmental Agreement"), this shall serve as notice of acquisition of an interest in the following property in the East Buttes/Boring Lava Domes Target Area:

Legal Description ("the Property")

Pursuant to Paragraph D (2) of the Intergovernmental Agreement, Metro requests that the City manage the Property pursuant to the terms of the Intergovernmental Agreement. As set forth in the Intergovernmental Agreement, unless the City notifies Metro within thirty (30) days of receipt of this letter that the City does not wish to accept management responsibility for the Property, the City shall be deemed to have accepted the 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, Director, Metro Regional Parks and Greenspaces
Alison Kean Campbell

Staff Report

CONSIDERATION OF RESOLUTION NO. 98-2701 FOR THE PURPOSE OF AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PORTLAND FOR MANAGEMENT OF PROPERTY IN THE EAST BUTTES/BORING LAVA DOMES TARGET AREA

Date: September 8, 1998

Presented By:

**Charles Ciecko
Jim Desmond**

Proposed Action

Resolution No. 98-2701 requests authorization for the Executive Officer to execute an intergovernmental agreement (IGA) with the City of Portland ("the City") for management of a property in the East Buttes-Boring Lava Domes Target Area.

Background and Analysis

In August, 1998, Metro entered into an Agreement of Purchase and Sale to purchase a 15.45-acre property in the East Buttes/Boring Lava Domes Target Area ("the Property"). The City of Portland has agreed to contribute 28.8% of the purchase price and Metro will contribute 71.2% of the purchase price. The Property is situated between Powell Butte and Johnson Creek, and adjacent to the Springwater Corridor Trail, and was included as a Tier 1B priority in the refinement plan adopted by the Metro Council on July 25, 1996, pursuant to Resolution No. 96-2361. The transaction is scheduled to close on October 2, 1998.

The joint acquisition of the Property by Metro and the City will allow the City to restore the Property to its natural state by demolishing and removing all structures. A portion of the Property currently being grazed will be restored to native wetland vegetation while providing a passive, non-structural flood storage wetland and associated water-quality, fish and wildlife benefits. The City will create a floodplain storage basin by excavating earth from an approximate 12-acre portion of the Property adjacent to Johnson Creek and then cutting a channel to connect to the Creek, thereby allowing for creek water to form a pond during high-water levels.

Through the proposed IGA, the City would assume financial, maintenance and management responsibility for the Property, and for all work done on the Property by the City and its contractors. Metro and the City would share title as tenants in common proportionate to their contributions to the purchase price. The Portland City Council is scheduled to authorize adoption of the IGA in mid-September, 1998. Acquisition of the Property is subject to such City Council approval.

Findings

Authorization of the Executive Officer's execution of the IGA with the City is recommended based on the following:

- The East Buttes/Boring Lava Domes Target Area Refinement Plan objectives establish a challenge grant program for properties identified as Tier IB priorities for acquisition. The Property is a Tier IB property to be acquired through the cooperative efforts of Metro and the City according to the guidelines of the challenge grant program. The IGA establishes management guidelines for Metro and the City, the Property's co-owners.
- The location of the Property adjacent to Powell Butte and the Springwater Corridor Trail, both of which are managed by Portland Parks and Recreation, makes the City the appropriate manager of the site.
- Under the IGA, the Property 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 is landbanked for an indefinite period of time.
- The IGA will relieve Metro of management costs arising from the Property, while fulfilling acquisition objectives related to objectives established in the East Buttes/Boring Lava Domes Target Area.
- Due to recent acquisitions resulting from Metro's Open Spaces program, usage of the Springwater Corridor Trail is anticipated to increase in the future. The Property is approximately one mile from a future trailhead at SE 174th Avenue and Foster Road, purchased with Open Spaces, Parks and Streams bond measure proceeds, to be developed by the City of Portland using its own funds. The acquisition and protection of the Property as set forth in the IGA will enhance the greenspaces encountered by users of the trail.
- A portion of the Property's use as a flood storage wetland will aid in management of Johnson Creek, which floods during heavy rainfall. Protection of the resources along Johnson Creek, as well as the public safety to those citizens and users of the Springwater Trail, will be enhanced through the City's use and management of the Property.

Budget Impact

The City of Portland would become responsible for the restoration, management, maintenance and operation of the Property, in conjunction with its own adjacent park facilities. This would reduce Metro's land-banking costs and future operation and maintenance expenses.

Executive Officer's Recommendation

The Executive Officer recommends passage of Resolution No. 98-2701.