

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING THE ) RESOLUTION NO. 98-2643  
EXECUTIVE OFFICER TO AMEND THE TUALATIN )  
RIVER ACCESS POINTS TARGET AREA )  
REFINEMENT PLAN AND TO EXECUTE )  
AN INTERGOVERNMENTAL AGREEMENT WITH ) Introduced by Mike Burton  
THE CITY OF TUALATIN TO MANAGE PROPERTY ) 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, Metro has purchased over 3,200 acres pursuant to the open spaces, parks and streams bond measure and the associated implementation work plan; and

WHEREAS, the Tualatin River Access Points target area was designated as a greenspace of regional significance in the Greenspaces Master Plan and identified as a regional target area in the open space, parks and streams bond measure; and

WHEREAS, on February 22, 1996, the Metro Council adopted a refinement plan for the Tualatin River Access Points target area which authorized the purchases of sites on the river, illustrated in a confidential tax-lot specific map identifying priority properties for acquisition; and

WHEREAS, an objective of the Tualatin River Access Points target area refinement planning focused on establishing acquisition or management partnerships with other public agencies providing for potential access sites and natural areas along the river, including the "Tualatin City Greenway," referring to the Tualatin River Greenway within the Tualatin Urban Growth Boundary (hereafter "the Tualatin River Greenway"); and

WHEREAS, the refinement plan map for Tiers I and II of the Tualatin River Access Points target area does not currently include the Tualatin River Greenway, which includes the properties identified in Exhibit A to this Resolution; and

WHEREAS, Metro staff omitted the Tualatin River Greenway from the Tualatin River Access Points target area refinement plan map due to a mapping error; and

WHEREAS, Metro and the City of Tualatin are interested in the potential to jointly purchase an 8.53-acre property designated as part of the Tualatin River Greenway in the Tualatin Development Code and listed in Exhibit A (hereafter "the 8.5-acre property"); and

WHEREAS, the City of Tualatin (hereafter "the City") has tentatively agreed to contribute 27% of the purchase price of the 8.5-acre property, and requested Metro to contribute 73% of the purchase price, and Metro and the City would share title as tenants in common proportionate to these contributions; 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 temporarily "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, the City has agreed to accept responsibility for operation, maintenance and management of the 8.5-acre property; and

WHEREAS, an intergovernmental agreement (IGA) with the City would benefit the properties and public in general by providing integrated care for the properties; and

WHEREAS, such an IGA would set forth management, maintenance, and operation guidelines for the City, requiring that the property be managed for passive recreation, pedestrian/bicycle use, environmental education, and habitat restoration, with the primary goals being protection of the property's natural resources, enhancement and protection of wildlife habitat, and public recreation consistent with these goals; and

WHEREAS, the IGA attached hereto as Exhibit B has been approved by the Tualatin City Council for management of the 8.5-acre property in the Tualatin River Access Points target area; now, therefore

BE IT RESOLVED,

That the Metro Council amends the Tualatin River Access Points regional target area refinement plan to include the properties identified in Exhibit A, and authorizes the Metro Executive Officer to execute the attached IGA with the City of Tualatin, attached hereto as Exhibit B, wherein the City will manage the 8.5-acre property within the Tualatin River Access Points target area.

ADOPTED by the Metro Council this 14<sup>th</sup> day of May, 1998.

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

Approved as to Form:


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

EXHIBIT A

Resolution 98-2643

Properties in the Tualatin River Greenway to be added to the Tualatin River Access Points target area refinement plan:

<u>Clackamas County Tax Account Number</u>	<u>Acreage</u>	
R21E19 01000	2.75	
R21E19 00900	<u>5.78</u>	
Total	8.53	Property under contract for purchase by Metro and the City of Tualatin, pending Metro Council amendment of the refinement map.
R21E19DA 10400	7.79	

## INTERGOVERNMENTAL AGREEMENT

### Miller 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 Northeast Grand Avenue, Portland, Oregon, 97232-2736 ("Metro"), and the City of Tualatin, located at 18880 SW Martinazzi Avenue, Tualatin, OR 97062-0369 ("the City").

### WITNESSETH:

WHEREAS, on May 16, 1995, voters approved Ballot Measure 26-26, Open Spaces, Parks, and Streams, 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 ("Metro Open Spaces Bond Measure"); and

WHEREAS, the City is a local parks provider which has received Metro Open Spaces Bond Measure local share funding for this project through an intergovernmental agreement between METRO and the City entered into on October 24, 1995 ("Local Share IGA"); and

WHEREAS, the Tualatin River Greenway and Access Points Target Area and the Metro Greenspaces Master Plan identify regionally significant natural area sites in the Tualatin River watershed; and

WHEREAS, pursuant to the Metro Open Spaces Bond Measure, but contingent on Metro Council Approval, Metro entered into a Purchase and Sale Agreement, dated March 2, 1998 to purchase certain property on the Tualatin River in the City of Tualatin, Oregon, with Open Spaces Bond Measure proceeds, as follows:

Approximately 8.5 acres of real property, consisting of two tax lots, 900 and 1000, known as the Miller property, including a residence, outbuildings and dock, at 5485 Nyberg Lane, Tualatin, as more particularly described in Exhibit A attached hereto ("Miller Property");

WHEREAS, on \_\_\_\_\_, 1998, the Metro Council adopted resolution #98-2643, amending the Tualatin River Access Points Target Area Refinement Plan and authorizing Metro to enter into this Agreement and to jointly purchase, manage, operate and maintain the Miller Property in accordance with the Purchase and Sale Agreement and the terms set forth in this Agreement; and

WHEREAS, on April 27, 1998 the Tualatin City Council authorized the City to enter into this Agreement and to jointly purchase, manage, operate and maintain the Miller Property in accordance with the Purchase and Sale Agreement and the terms set forth in this Agreement;

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WHEREAS, Metro and the City wish to purchase the Miller Property and preserve it as open space in accordance with the Metro Open Spaces Bond Measure, the Metro Greenspaces Master Plan, Tualatin's Greenway Protection District Overlay (GPO) and Natural Areas chapter of the Tualatin Development Code, and Tualatin's Greenway Development Plan, and Tualatin's Brown's Ferry Park Master Plan; and

WHEREAS, Metro and the City 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 the Miller Property;

Now, therefore, the parties agree as follows:

**A. Acquisition**

1. Metro and the City are hereby authorized to purchase the Miller Property for ONE MILLION ONE HUNDRED THOUSAND DOLLARS (\$1,100,000), in accordance with the Purchase and Sale Agreement. At Closing, Metro shall contribute (\$800,000), or approximately 73% of the purchase price, and the City shall contribute (\$300,000), or approximately 27% of the purchase price.
2. Metro and the City shall take title to the Property as tenants in common, with Metro having an undivided SEVENTY-THREE PERCENT (73%) interest and the City having an undivided TWENTY-SEVEN PERCENT (27%) interest in the property.
3. Metro shall be responsible for negotiating the sale and for determining the terms and conditions of said Purchase and Sale Agreement and any other terms of the transaction as determined between Metro and the Property owner. Metro shall be responsible for conducting the normal due diligence investigations pursuant to Metro Open Spaces Bond Measure requirements. If the City requires any due diligence investigations not normally performed 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 each had the opportunity to conduct due diligence investigations on the Property and have reviewed environmental reviews and analyses on the property.

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

1. The City shall be responsible for the ongoing management, maintenance, and operation of the Miller Property in accordance with the terms of this Agreement.
2. The Miller Property shall be managed, maintained and operated in accordance with the Greenspaces Master Plan, the Open Spaces Bond Measure, and the City of Tualatin's Brown's Ferry Park Master Plan, Tualatin's Greenway Protection District Overlay(GPO) and Natural Areas chapter of the Tualatin Development Code, and Tualatin's Greenway Development Plan, dated November 27, 1995 (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

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conflict among Plans, the Plan affording the highest level of resource protection shall govern.

3. The residence, outbuildings, and dock will be managed and maintained by the City. The residence and other improvements may be used for park and recreation purposes consistent with the Greenspaces Master Plan, such as environmental learning, or for residential leasing. The residence and other improvements may be not be used for purposes other than park uses, environmental learning or residential leasing. The income generated from the residence, if any, shall be split equally between the City and Metro, with Metro receiving one-half of the gross rental receipts minus direct expenses not paid by the lessee for utilities, maintenance and repairs, trash removal, and insurance from any residential leasing of the Property. The City shall provide Metro with copies of all leases, contracts, and/or other documents relating to uses of the improvements. No lease for longer than 5 years shall be executed without Metro approval. If the City uses the residence for office space or for a Flexible Space Building as contemplated in Section 3.7.1.4 (a) of the Brown's Ferry Park Master Plan, the City shall provide approximately 80 square feet of improved office space inside the residence and parking outside the residence adequate to serve one Metro Parks and Greenspaces employee.
4. If Metro executes an agreement to purchase additional property within the Tualatin River Access Points Target Area which Metro would like the City to manage under the terms of this Agreement, Metro shall notify the City in writing in the form attached hereto as Exhibit B ("Notice of Acquisition"). The City shall notify Metro if the City does not wish to accept management responsibilities for that property in accordance with this Agreement, using the City's best efforts to make this notification prior to the closing date for the acquisition. If the City has not so notified Metro within thirty (30) days of receiving Metro's Notice of Acquisition, then the City 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.
5. 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.

**C. Limitations on Use**

1. The Property shall be managed, maintained and operated by the City in accordance with the Open Spaces Bond Measure, the Plans, and the Agreements as set forth in section B above. 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's natural resources, enhancement and protection of wildlife habitat, and public recreation consistent with the foregoing.
2. The Residence Building and outbuildings on Tax Lot 1000 shall not remain vacant for an unreasonable length of time. The structures shall be regularly maintained by the City in a manner that preserves the structures in their current condition, as a minimum standard.

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3. The Property may be used by the public, in the City's discretion, for passive recreation, pedestrian activity, nonmotorized bicycle use, parks-related office space, and/or habitat enhancement or educational opportunities, consistent with the Greenspaces Master Plan and the Plans. Metro shall have the right to approve of any improvements, trails or alteration of any water or forest resource on the Property, and the City shall give Metro 90 days advance written notice of its intent to construct any improvements, trails, or alteration of water or timber resource on the Property. In emergency situations, the City may make changes necessary for the safe and effective function of the improvements without advance written consent of Metro, if such emergency situation makes such advance written consent impractical. 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.
4. 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.
5. The Property shall not be subdivided or partitioned, nor shall any development rights, timber rights, mineral rights, or other rights related to the Property 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. The City shall maintain security of the Property, and shall provide additional fencing, gates, signage, and other measures as the City may deem necessary to increase safety on the Property, and to preserve and protect the Property's natural resources.

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

1. As stated in the Greenspaces Master Plan, by accepting management responsibility for the Property the City agrees to be responsible for funding the 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 any permits necessary for management, maintenance or operation of the Property.
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.
4. The City shall be responsible for contacting and coordinating with other local or state agencies regarding any management, maintenance or operation issues that may arise with respect to the Property.

**E. 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 the management, maintenance or operation of the Property, including but not limited to the public's use of the property and the waterfront, trail construction or tenant/landlord issues related to the improvements on the Property.
2. Oregon Constitution and Tax Exempt Bond Covenants. The source of funds for the acquisition of the Property 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 Signs. The City shall provide on-site signs informing the public that the City is managing the Property. Metro will provide on-site signs stating that funding for the acquisition came from Metro Open Spaces Bond Measure proceeds and local share bond measure contributions by the City. The City shall also document in any publication, media presentation or other presentations, that funding for acquisition of the Property came 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 jointly terminate all or part of this Agreement based upon a determination that such action is in the public interest. Termination under this provision shall be effective upon ten (10) days written notice of termination issued by Metro, subject to the mutual written agreement of the parties.
5. Termination for Cause. Either party may terminate this Agreement in full, or in part, at any time before the expiration date, whenever that party determines, in its sole discretion, that the party has failed to comply with the conditions of this Agreement and is therefore in default. The terminating party shall promptly notify the other party in writing of that determination and document such default as outlined herein. The other party shall have thirty (30) days to cure the problem.
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



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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

To City: City of Tualatin  
Paul Hennon  
Parks and Recreation Director  
18880 SW Martinazzi Avenue  
Tualatin, OR 97062-0369

8. Assignment. The parties may not assign any of its rights or responsibilities under this Agreement without prior written consent from the other party, except the parties may delegate or subcontract for performance of any of its responsibilities under this Agreement.
9. 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.
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 TUALATIN

METRO

By: \_\_\_\_\_  
Lou Ogden

By: \_\_\_\_\_  
Mike Burton

Title: Mayor

Title: Executive Officer

EXHIBIT A  
PROPERTY DESCRIPTION

**PARCEL 1:** A tract of land in the Northeast one-quarter of Section 19, Township 2 South Range 1 East of the Willamette Meridian, in the City of Tualatin, County of Clackamas and State of Oregon, described as follows:

Beginning at a basalt stone set at the center of said Section 19; thence South 89° 22' East 318.00 feet to the Southwest corner of a tract of land conveyed to Carl L. Schaber, et ux, by deed recorded May 10, 1960 in Book 571, page 127, Clackamas County Deed Records; thence North 0° 18' East 100.26 feet to a three-fourths 3/4 inch iron pipe; thence North 2° 48' East 100 feet to an iron pipe; thence North 2° 48' East 105.47 feet to the North boundary line of a tract of land conveyed to John L. Raicy, et ux, by deed recorded August 3, 1940 in Book 271, page 301, Clackamas County Deed Records; thence West along the North boundary line of said Raicy tract to the Northwest corner thereof; thence South 0° 45' East tracing the West boundary line of said Raicy tract to the point of beginning. EXCEPT therefrom that portion described in Deed of Dedication from M. Scott Miller and Lynn B. Miller to The City of Tualatin, recorded March 3 1997, Fee No. 97-015239.

**PARCEL 2:** A tract of land in the Northeast one-quarter of Section 19, Township 2 South, Range 1 East of the Willamette Meridian, in the City of Tualatin, County of Clackamas and State of Oregon, described as follows:

Beginning at an iron pipe on the South line of the Northeast one-quarter of said Section 19 which is South 89° 22' East 318 feet from a basalt stone at the center of said section, said point being the Southwest corner of that tract described in deed to Carl L. Schaber, et ux, recorded May 10, 1960 in Book 571, page 126, Clackamas County Deed Records; thence South 89° 22' East 50 feet to an iron rod; thence North 0° 45' West parallel with the West line of that tract described in deed to M. Scott Miller, et al, recorded September 12, 1977 as Recorder's Fee No. 77 36680, Clackamas County Records, 200 feet to an iron rod; thence continuing North 0° 45' West 106.62 feet, more or less, to the North line of said Schaber tract; thence South 89° 05' 15" West along said North line 35.63 feet to the Northwest corner of said Schaber tract; thence South 2° 48' West along the West line of said Schaber tract 105.47 feet to an iron pipe; thence continuing South 2° 48' West along said West line 100 feet to an iron pipe; thence South 0° 18' West along said West line 100.26 feet to the point of beginning.

**PARCEL 3:** A tract of land located in the Northeast one-quarter of Section 19, Township 2 South, Range 1 East of the Willamette Meridian, in the City of Tualatin, County of Washington and State of Oregon, being more particularly described as follows:

Beginning at a 3/4 inch iron pipe located in the South boundary of said Northeast one-quarter that is South 89° 22' East 318.00 feet distant from the stone marking the center of said Section 19; from said beginning point thence North 0° 18' East 100.26 feet to a 3/4 inch iron pipe; thence North 2° 48' East, 100.0 feet to an iron pipe; thence continuing North 2° 48' East, 105.47 feet to the center of the Tualatin River; thence down stream on the center of said river along the following five courses and distances: North 89° 05' 15" East (description in Book 271 page 301, Clackamas County Deed calls this East) 219.61 feet; South 81° 40' East 222.35 feet; South 80° 52' East 215.70 feet; South 78° 06' East 331.90 feet (to the Southwest corner of the plat of Pilkington), South 75° 50' East 17.0 feet to the East boundary of the Southwest one-quarter of the Northeast one-quarter of said Section

EXHIBIT A  
PROPERTY DESCRIPTION

19; thence departing from said river and following the last mentioned boundary South 181.0 feet to the Southeast corner of the said Southwest one-quarter of the Northeast one-quarter; thence following the South boundary of the said Southwest one-quarter of the Northeast one-quarter North 89° 22' West 1004.34 feet to the place of beginning.

EXCEPTING THEREFROM that portion thereof conveyed to Scott Miller by Deed recorded January 17, 1980, Recorder's Fee No. 80-1749, Clackamas County Records.

PARCEL 4: A tract of land in the Northeast one-quarter of Section 19, Township 2 South, Range 1 East of the Willamette Meridian, in the City of Tualatin, County of Washington and State of Oregon, described as follows:

The North 32 feet of the East one-half of the Northwest one-quarter of the Southeast one-quarter of Section 19, Township 2 South, Range 1 East of the Willamette Meridian, in the County of Clackamas and State of Oregon.

EXCEPTING THEREFROM that portion described in Deed of dedication from M. Scott Miller, et al to the City of Tualatin, recorded March 3, 1997, Fee No. 97015238, Clackamas County Records.

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**EXHIBIT B**

Notice of Acquisition

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

City of Tualatin  
Paul Hennon  
Parks and Recreation Director  
8515 SW Tualatin Road  
Tualatin, OR 97062

Re: Acquisition of Property along Tualatin River

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

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

[Property Address], in the City of Tualatin, County of \_\_\_\_\_ and State of Oregon, being more particularly described in Exhibit I 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, Director, Metro Regional Parks and Greenspaces

## Staff Report

### **CONSIDERATION OF RESOLUTION NO. 98-2643 FOR THE PURPOSE OF AMENDING THE TUALATIN RIVER ACCESS POINTS TARGET AREA REFINEMENT PLAN AND AUTHORIZING THE EXECUTE OFFICER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF TUALATIN TO MANAGE PROPERTY**

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**Date: April 14, 1998**

**Presented by:**

**Charles Ciecko  
Jim Desmond**

#### **PROPOSED ACTION**

Resolution No. 98-2643 would provide Metro Council approval for an amendment to the Tualatin River Access Points Target Area confidential refinement map, and approval for an Intergovernmental Agreement (IGA) with the City of Tualatin Parks and Recreation Department to manage properties jointly purchased by Metro and the City of Tualatin in the Tualatin River Access Points Target Area.

#### **BACKGROUND AND ANALYSIS**

##### **Amendment to Refinement Map**

On February 22, 1996, the Metro Council approved Resolution No. 96-2299 for the purpose of approving a refinement plan for the Tualatin River Access Points Target Area, including a confidential, tax-lot specific refinement map (the "Map") outlining areas in which Metro is authorized to purchase properties under the open spaces, parks and streams bond measure. The primary objective of the refinement plan is to acquire a minimum of 266 acres to establish four regional access point sites along the Tualatin River Greenway in the area identified on the Map as Tier I. Thus far, Metro has acquired two sites totaling 262 acres and is negotiating on additional properties. The Map also identified two Tier II areas, both east and west of the Tier I area. In the eastern Tier II area, Metro has purchased a 12.5-acre site, and in the western Tier II area Metro is in the process of purchasing a small riverfront parcel.

The Metro Council also adopted Partnership Objectives for the refinement plan (see Attachment A), including an objective to "Establish acquisition or management partnerships with other public agencies providing for current, proposed or potential access sites and natural areas along the river including: ... the Tualatin City Greenway," referring to the Tualatin River Greenway within the Tualatin Urban Growth Boundary (hereafter "the Tualatin River Greenway"). The City of Tualatin's Greenway Development Plan, Map 72-1 (Attachment B) identifies the location of the Tualatin River Greenway extending from Brown's Ferry Park on Nyberg Lane through privately-owned riverfront properties to another city-owned property to the east.

The confidential, tax-lot specific refinement map inadvertently omitted the Tualatin River Greenway within the Tualatin Urban Growth Boundary, resulting in an inability to develop partnerships and acquire properties as envisioned in the Refinement Plan. An amendment to the refinement map will add two contiguous properties, one of which has recently become

available for purchase, to the map and allow for a joint purchase by the City of Tualatin (the "City") and Metro.

The sites are an 8.5-acre property and a 7.8-acre property between the City's Brown's Ferry Park and a parcel already owned by the City. The 8.5-acre parcel immediately east of Brown's Ferry Park, available for purchase, has approximately 1,300 linear feet of high quality Tualatin River frontage and is improved with a single-family residence. The City has committed to contribute 27% of the purchase price of the 8.5-acre property, and Metro and the City will share title on the properties as tenants in common, Metro with a 73% undivided interest, and the City with a 27% undivided interest. It would effectively be added to Brown's Ferry Park and be managed by the City of Tualatin Parks and Recreation Department under the terms of an IGA.

The owners of the 8.5-acre parcel have entered into a purchase and sale agreement with Metro, subject to the Metro Council's approval of the amendment of the refinement plan map and of the IGA. In order to acquire the property, Metro would have to amend the Tualatin River Access Points Target Area refinement map to include the property.

### **Intergovernmental Agreement**

The open spaces, parks and streams bond measure anticipated that some acquired lands could be managed by local parks providers. Metro has previously entered into intergovernmental agreements (IGAs) with other local parks providers to manage some of the properties acquired with bond funds. The proposed resolution would authorize the executive officer to enter into an IGA with the City of Tualatin to manage the 8.5-acre subject property in a manner consistent with the bond measure covenants. The terms and provisions of the proposed IGA are consistent with other comparable IGAs previously authorized by the Council.

The Tualatin City Council has authorized the City to enter into an intergovernmental agreement (IGA) to operate, manage and maintain the property as open space. Under the IGA, the property would also be more likely to become available for public use and benefit at an earlier date than if Metro retains all operations and management responsibilities.

### **FINDINGS**

Amendment of the Tualatin River Access Points Target Area refinement plan is recommended based upon these findings:

The City of Tualatin's River Greenway area should have been on the refinement map because an objective of the refinement plan encouraged acquisition or management partnerships with other public agencies providing for current, proposed or potential access sites and natural areas along the river, including the Tualatin City Greenway. The original map was in error.

The Target Area descriptions in the Greenspaces Master Plan and Bond Measure Fact Sheet (authorized by Council Resolutions 95-2113, 94-2050 and 94-2029B) include the Tualatin River Greenway within the Urban Growth Boundary of the City of Tualatin.

The refinement plan describes the accessory conditions and add-on qualities that are desirable around a canoe access point, such as additional land for picnicking, good vehicular access from an arterial or collector road, and parking. Brown's Ferry Park, at 19.8 acres, is relatively small

and the additional properties represent an opportunity to build on to an existing, top-quality canoe ramp and park, with plentiful parking and other amenities. The City of Tualatin has indicated that this acquisition is a top priority that will provide the potential to greatly improve public access to the river at Brown's Ferry Park, thus increasing the regional significance of this access point.

Resolution 98-2643 would authorize Metro to amend the refinement plan map for the Tualatin River Access Points Target Area and correct a mapping error. It would therefore also authorize Metro to purchase land identified as "Privately Owned Parcels" in Attachment B.

Resolution 98-2643 would authorize Metro to enter into a Tualatin River Access Points IGA with the City of Tualatin for the City to manage the 8.5-acre parcel and potentially other properties within the Tualatin River Access Points Target Area. Metro and the City will share title as tenants in common with Metro having a 73% undivided interest and the City having a 27% undivided interest.

### **BUDGET IMPACT**

Bond funds will supply 73% of the acquisition cost. Pursuant to the IGA, the City of Tualatin would become responsible for the management, maintenance and operation of certain property purchased with open spaces, parks and streams bond funds. This would reduce Metro's land banking costs and future operation and maintenance expenses. Maintenance costs of the property may also be offset by any rental income generated under the City's management. If the City uses the property for rental purposes, the net rental income will be divided equally between the City and Metro.

### **Executive Officer's Recommendation**

The Executive Officer recommends passage of Resolution No. 98 - 2643.

## **OBJECTIVES:**

The following are prioritized specific objectives of the Tualatin River Access Points Proposed Refinement Plan. The Refinement Plan area contains approximately 9,000 acres.

### **TIER I**

Acquire a minimum of 266 acres to establish four regional access point sites along the Tualatin River Greenway that meet the following objectives:

- Locations along the river at intervals of 5 to 10 river miles, allowing for day trips and shorter trips than is now practicable
- Safe accessibility from a public roadway that can adequately accommodate additional traffic
- Developable for boat ramps and/or docks by reason of existing shallow slopes and banks
- Associated with sufficient uplands for such features as parking, restrooms, picnic areas, and buffering from the River and adjacent uses.
- Preservation of floodplain, wetland and riparian habitats along the river, while providing possible access to natural areas in and around the access points, including distinctive habitats such as the interiors of oxbows and the confluences of major creek tributaries.

### **TIER II**

Acquire additional access sites to provide for one or more take-out points to accommodate a variety of trip lengths, mid-trip rest stops, or to provide sufficient space for camping areas.

Acquire, through the use of easements, donations or dedications, or partnership agreements, larger natural area and open space habitats concentrating on those with distinctive features such as oxbows that provide the highest ratio of river frontage to acreage.

### **PARTNERSHIP OBJECTIVES**

Establish acquisition or management partnerships with other public agencies providing for current, proposed or potential access sites and natural areas along the river including:

- US Fish and Wildlife Service's TRNWR, and the Jackson Bottom Wetlands Preserve
- Other natural area preserves on or near the River, particularly Fernhill Wetlands, Bryant Woods/Canal Acres, and the Tualatin City Greenway
- Oregon State Marine Board
- Oregon Department of Fish and Wildlife

Cooperative agreements with groups such as the Tualatin Riverkeepers for the purpose of monitoring and/or maintenance of acquired sites.

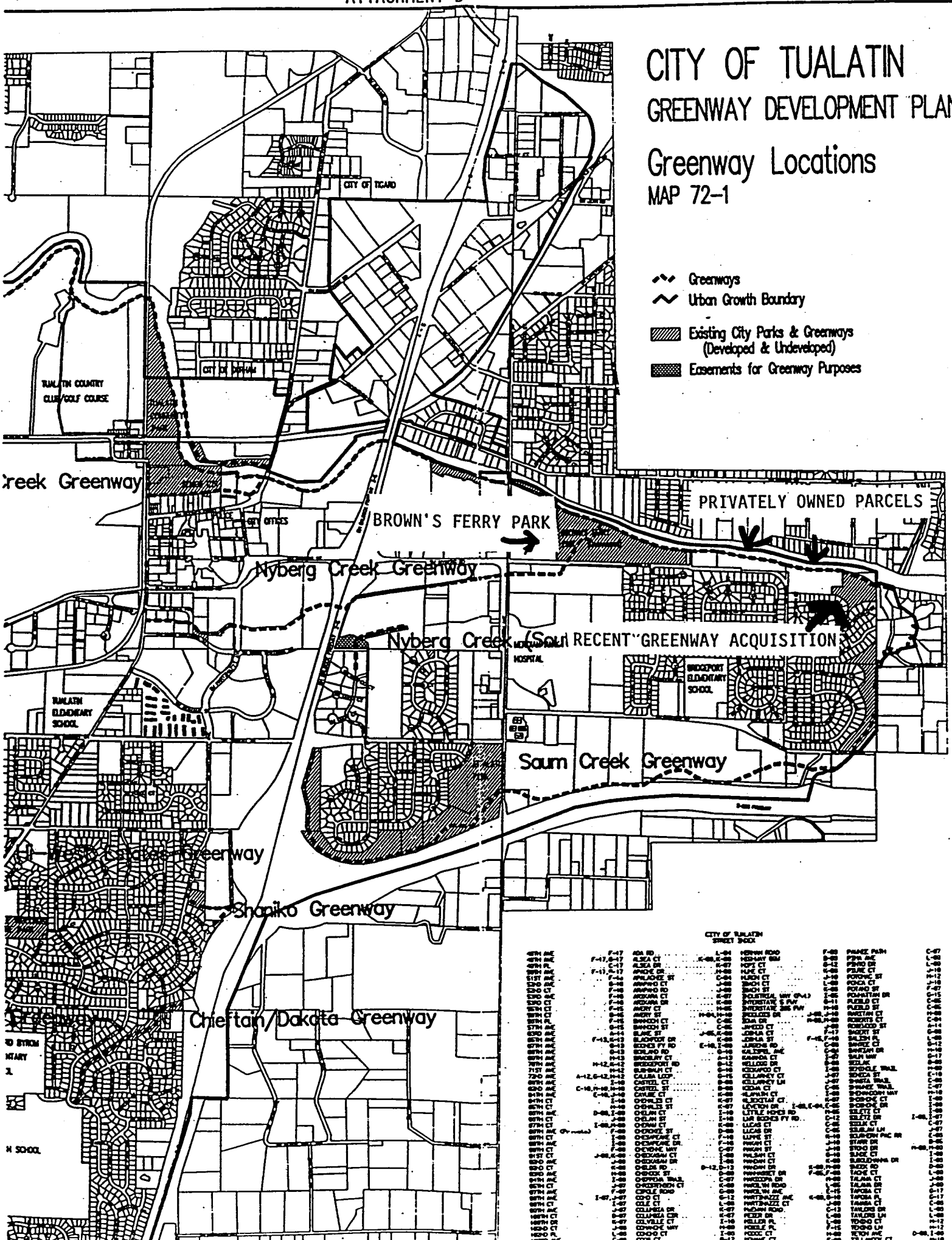
Investigate the potential to improve portage around the Lake Oswego Diversion Dam in cooperation with the Lake Corporation.

### **Executive Officer's Recommendation**

The Executive Officer recommends passage of Resolution No. 96-2299.



# CITY OF TUALATIN GREENWAY DEVELOPMENT PLAN Greenway Locations MAP 72-1



- ~ Greenways
- ~ Urban Growth Boundary
- Existing City Parks & Greenways (Developed & Undeveloped)
- Easements for Greenway Purposes

CITY OF TUALATIN  
STREET BOOK

898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000	1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040 1041 1042 1043 1044 1045 1046 1047 1048 1049 1050 1051 1052 1053 1054 1055 1056 1057 1058 1059 1060 1061 1062 1063 1064 1065 1066 1067 1068 1069 1070 1071 1072 1073 1074 1075 1076 1077 1078 1079 1080 1081 1082 1083 1084 1085 1086 1087 1088 1089 1090 1091 1092 1093 1094 1095 1096 1097 1098 1099 1100	1101 1102 1103 1104 1105 1106 1107 1108 1109 1110 1111 1112 1113 1114 1115 1116 1117 1118 1119 1120 1121 1122 1123 1124 1125 1126 1127 1128 1129 1130 1131 1132 1133 1134 1135 1136 1137 1138 1139 1140 1141 1142 1143 1144 1145 1146 1147 1148 1149 1150 1151 1152 1153 1154 1155 1156 1157 1158 1159 1160 1161 1162 1163 1164 1165 1166 1167 1168 1169 1170 1171 1172 1173 1174 1175 1176 1177 1178 1179 1180 1181 1182 1183 1184 1185 1186 1187 1188 1189 1190 1191 1192 1193 1194 1195 1196 1197 1198 1199 1200	1201 1202 1203 1204 1205 1206 1207 1208 1209 1210 1211 1212 1213 1214 1215 1216 1217 1218 1219 1220 1221 1222 1223 1224 1225 1226 1227 1228 1229 1230 1231 1232 1233 1234 1235 1236 1237 1238 1239 1240 1241 1242 1243 1244 1245 1246 1247 1248 1249 1250 1251 1252 1253 1254 1255 1256 1257 1258 1259 1260 1261 1262 1263 1264 1265 1266 1267 1268 1269 1270 1271 1272 1273 1274 1275 1276 1277 1278 1279 1280 1281 1282 1283 1284 1285 1286 1287 1288 1289 1290 1291 1292 1293 1294 1295 1296 1297 1298 1299 1300
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