

# A G E N D A

600 NORTHEAST GRAND AVENUE | PORTLAND, OREGON 97232 2736  
TEL 503 797 1538 | FAX 503 797 1793



**METRO**

MEETING: METRO COUNCIL REGULAR MEETING  
DATE: March 14, 1996  
DAY: Thursday  
TIME: 2:00 PM  
PLACE: Council Chamber

Approx.  
Time\*

Presenter

2:00 PM

## **CALL TO ORDER AND ROLL CALL**

(5 min.)

### **1. INTRODUCTIONS**

(5 min.)

### **2. CITIZEN COMMUNICATIONS**

(5 min.)

### **3. EXECUTIVE OFFICER COMMUNICATIONS**

### **4. CONSENT AGENDA**

2:15 PM

4.1 Consideration of Minutes for the March 7, 1996 Metro Council Meeting.

(5 min)

### **5. ORDINANCES - FIRST READING**

2:20 PM

5.1 **Ordinance No. 96-631**, Adopting the Annual Budget for FY 1996-97, Making Appropriations and Levying Ad Valorem Taxes: and Declaring an Emergency.

(5 min.)

### **6. RESOLUTIONS**

2:25 PM

6.1 **Resolution No. 96-2292**, For the Purpose of Authorizing an Exemption to Metro Code Chapter 2.04.060 , Personal Services Contracts Selection Process, and Authorizing a Sole-Source Contract with Stop Oregon Litter and Vandalism for the Sponsorship of the Annual SOLV IT Cleanup Event on Saturday, April 20, 1996.

(15 min.)

McCaig

COUNCIL AGENDA, March 14, 1996

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- |                      |      |  |            |
|----------------------|------|--|------------|
| 2:40 PM<br>(10 min.) | 6.2  | <b>Resolution No. 96-2262</b> , For the Purpose of Authorizing the Executive Officer to Amend Public Contract 904257 with United Recycling to Purchase Manufacturing Equipment Under the Metro Recycling Business Development Grant Program.       | McLain     |
| 2:50 PM<br>(10 min.) | 6.3  | <b>Resolution No. 96-2295</b> , For the Purpose of Approving a Flood Debris Removal Action Plan and Extension of Credit for Disposal of Flood-Created Debris.  | McLain     |
| 3:00 PM<br>(15 min.) | 6.4  | <b>Resolution No. 2296A</b> , For the Purpose of Authorizing RFP No. 95R-17B REM for Phase II Commercial Food Waste Collection and Processing and Authorizing the Executive Officer to Enter into a Contract.                                      | McCaig     |
| 3:15 PM<br>(10 min.) | 6.5  | <b>Resolution No. 96-2297</b> , To Authorize Obtaining a Loan to Finance Improvements to the Portland Metropolitan Exposition Center.  | Monroe     |
| 3:25 PM<br>(10 min.) | 6.6  | <b>Resolution No. 96-2298</b> , To Authorize Obtaining Interim Financing for Improvements to the Portland Metropolitan Exposition Center.  | Monroe     |
| 3:35 PM<br>(10 min.) | 6.7  | <b>Resolution No. 96-2287</b> , For the Purpose of Ratifying the LIU Local 483 Collective Bargaining Agreement.  | McFarland  |
| 3:45 PM<br>(5 min.)  | 6.8  | <b>Resolution No. 96-2289</b> , For the Purpose of Confirming a Citizen Member Appointee to the Metro Policy Advisory Committee.   | Washington |
| 3:50 PM<br>(5 min.)  | 6.9  | <b>Resolution No. 96-2290</b> , For the Purpose of Confirming a Citizen Member Alternate to the Metro Policy Advisory Committee.   | Washington |
| 3:55 PM<br>(10 min.) | 6.10 | <b>Resolution No. 96-2285</b> , For the Purpose of Authorizing a Phase II Intergovernmental Agreement with Multnomah County Regarding Parks and Other Facilities.  | McFarland  |
| 4:05 PM<br>(15 min.) | 7.   | <b>EXECUTIVE SESSION Held pursuant to ORS.192-660(1)(e).<br/>Deliberations with persons designated to negotiate real property transactions. (**PUBLIC COMMENT REGARDING THE REFINEMENT PLANS WILL BE ACCEPTED PRIOR TO THE EXECUTIVE SESSION.)</b> |            |

- |                      |     |  |         |
|----------------------|-----|--|---------|
| 4:20 PM<br>(5 min.)  | 7.1 | <b>Resolution No. 96-2299</b> , For the Purpose of Approving a Refinement Plan for the Tualatin River Greenway and Access Points as Outlined in the Open Space Implementation Work Plan. | Kvistad |
| 4:25 PM<br>(5 min.)  | 7.2 | <b>Resolution No. 96-2300</b> , For the Purpose of Approving a Refinement Plan for the Tonquin Geologic Target Area as Outlined in the Open Space Implementation Work Plan.              | Kvistad |
| 4:30 PM<br>(5 min.)  | 7.3 | <b>Resolution No. 96-2301</b> , For the Purpose of Approving a Refinement Plan for the Rock Creek Greenway as Outlined in the Open Space Implementation Work Plan.                       | McLain  |
| 4:35 PM<br>(10 min.) | 8.  | <b>COUNCILOR COMMUNICATIONS</b>  |         |
| 4:45 PM              |     | <b>ADJOURN</b>   |         |

Please Note: \* All Times listed on the agenda are approximate; items may not be considered in the exact order listed.

For assistance / services per the Americans with Disabilities Act (ADA), dial TDD 797-1804 or 797-1540 (Council Office).

## STAFF REPORT

### CONSIDERATION OF ORDINANCE NO. 96-631 ADOPTING THE ANNUAL BUDGET FOR FISCAL YEAR 1996-97, MAKING APPROPRIATIONS AND LEVYING AD VALOREM TAXES; AND DECLARING AN EMERGENCY

Date: January 31, 1996

Presented by: Mike Burton  
Executive Officer

## FACTUAL BACKGROUND AND ANALYSIS

I am forwarding to the Council for consideration and approval my proposed budget for Fiscal Year 1996-97.

Council action, through Ordinance No. 96-631, is the next step in the process for the adoption of Metro's operating financial plan for the forthcoming fiscal year. Final action by the Council to adopt this plan must be completed by June 30, 1996.

Oregon Revised Statutes 294.635, Oregon Budget Law, requires that Metro prepare and submit Metro's approved budget to the Tax Supervising and Conservation Commission by May 15, 1996. The Commission will conduct a hearing during June 1996 for the purpose of receiving information from the public regarding the Council's approved budget. Following the hearing, the Commission will certify the budget to the Council for adoption and may provide recommendations to the Council regarding any aspect of the budget.

Once the budget plan for Fiscal Year 1996-97 is adopted by the Council, the number of funds and their total dollar amount and the maximum tax levy cannot be amended without review and certification by the Tax Supervising and Conservation Commission. Adjustments, if any, by the Council to increase the level of expenditures in a fund are limited to no more than 10 percent of the total value of any fund's appropriations in the period between approval, scheduled for May 2, 1996, and adoption.

Exhibits B and C of the Ordinance will be available at the public hearing on February 15, 1996.

## EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends that the Council conduct a public hearing on Ordinance No. 96-631. The Executive Officer recommends that the Council schedule consideration of the proposed budget and necessary actions to meet the key dates as set out in Oregon Budget Law described above.

KR:rs

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BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF ADOPTING THE )  
ANNUAL BUDGET FOR FISCAL YEAR )  
1996-97, MAKING APPROPRIATIONS )  
AND LEVYING AD VALOREM TAXES; )  
AND DECLARING AN EMERGENCY )

ORDINANCE NO. 96-631

Introduced by  
Mike Burton, Executive Officer

WHEREAS, the Multnomah County Tax Supervising and Conservation Commission held its public hearing on the annual Metro budget for the fiscal year beginning July 1, 1996, and ending June 30, 1997; and

WHEREAS, recommendations from the Multnomah County Tax Supervising and Conservation Commission have been received by Metro (attached as Exhibit A and made a part of the Ordinance) and considered; now, therefore,

THE METRO COUNCIL ORDAINS AS FOLLOWS:

1. The "Fiscal Year 1996-97 Metro Budget," attached hereto as Exhibit B, and the Schedule of Appropriations, attached hereto as Exhibit C, are hereby adopted.

2. The Metro Council does hereby levy ad valorem taxes, as provided in the budget adopted by Section 1 of this Ordinance, for a total amount of TWENTY-TWO MILLION SEVEN HUNDRED SIXTY-SIX THOUSAND FOUR (\$22,776,004) DOLLARS to be levied upon taxable properties within the Metro District as of 1:00 a.m., July 1, 1996. The following allocation and categorization subject to the limits of Section 11b, Article XI of the Oregon Constitution constitute the above aggregate levy.

SEVEN MILLION TWO HUNDRED THIRTY-FOUR THOUSAND FOUR HUNDRED FORTY-FOUR (\$7,234,444) DOLLARS shall be for the Zoo Operating Fund, said amount authorized in a tax base, said tax base approved by the voters of Metro at a general election held May 15, 1990, and subject to the General Government Limitation.

FIVE MILLION FOUR HUNDRED SIXTY-NINE THOUSAND SIX HUNDRED SIXTY-THREE (\$5,469,663) DOLLARS shall be for the General Obligation

Debt Service Fund, said levy needed to repay a portion of the proceeds of the Convention Center Project General Obligation bonds as approved by the voters of Metro at a general election held November 4, 1986. Said levy is excluded from the General Government Limitation

NINE MILLION TWO HUNDRED ONE THOUSAND SIX HUNDRED EIGHTY-TWO (\$9,201,682) DOLLARS shall be for the General Obligation Debt Service Fund, said levy needed to repay a portion of the proceeds of the Open Spaces, Parks and Streams General Obligation bonds; as approved by the voters of Metro at a special election held May 16, 1995. Said levy is to be excluded from the General Government Limitation.

EIGHT HUNDRED SIXTY THOUSAND TWO HUNDRED FIFTEEN (\$8,060,215) DOLLARS shall be for the General Obligation Debt Service Fund, said levy needed to repay a portion of the proceeds of the Zoo Capital Project general obligation bonds. The Zoo Capital Project general obligation bonds are anticipated to be presented to voters of the Metro region at a special election to be held in September 1996. Said levy is to be excluded from the General Government Limitation.

#### SUMMARY OF AD VALOREM TAX LEVY

	Subject to the General Government <u>Limitation</u>	Excluded from <u>the Limitation</u>
Zoo Tax Base	\$7,234,444	
Convention Center Gen'l. Obligation Bonds		\$ 5,469,663
Open Spaces Gen'l. Obligation Bonds		9,201,682
Zoo Capital Project Gen'l. Obligation Bonds	<u>                    </u>	<u>860,215</u>
Category Total	\$7,234,444	\$15,531,560
TOTAL LEVY	\$22,766,004	

3. Pursuant to Metro Code Section 7.01.020(b) pertaining to the Metro Excise Tax, the Council hereby confirms that the rate of tax shall be the maximum amount allowed under the Metro Code.

4. In accordance with Section 2.02.125 of the Metro Code, the Metro Council hereby authorizes personnel positions and expenditures in accordance with the Annual Budget adopted by Section 1 of this Ordinance, and hereby appropriates funds for the fiscal year beginning July 1, 1996, from the funds and for the purposes listed in the Schedule of Appropriations, Exhibit C.

5. Pursuant to Metro Code 2.04.032(D) the Council approves the list of new contracts for FY 1996-97 and their designations as shown in Exhibit E, attached hereto.

6. The Executive Officer shall make the following filings as provided by ORS 294.555 and ORS 310.060:

a. Multnomah County Assessor

- 1) An original and one copy of the Notice of Levy marked Exhibit D, attached hereto and made a part of this Ordinance.
- 2) Two copies of the budget document adopted by Section 2 of this Ordinance.
- 3) A copy of the Notice of Publication required by ORS 294.421.
- 4) Two copies of this Ordinance.

b. Clackamas and Washington County Assessor and Clerk

- 1) A copy of the Notice of Levy marked Exhibit D.
- 2) A copy of the budget document adopted by Section 2 of this Ordinance.
- 3) A copy of this Ordinance.
- 4) A copy of the Notice of Publication required by ORS 294.421.

7. This Ordinance being necessary for the health, safety, or welfare of the Metro area, for the reason that the new fiscal year begins July 1, 1996, and Oregon Budget Law requires the adoption of a budget prior to the beginning of the fiscal year, an emergency is declared to exist and the Ordinance takes effect upon passage.

ADOPTED by the Metro Council on this \_\_\_\_\_ day of June, 1996.

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

ATTEST:

Approved as to Form:

\_\_\_\_\_  
Recording Secretary

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

KR:rs

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## STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 96-2292 FOR THE PURPOSE OF AUTHORIZING AN EXEMPTION TO METRO CODE CHAPTER 2.04.060, PERSONAL SERVICES CONTRACTS SELECTION PROCESS, AND AUTHORIZING A SOLE-SOURCE CONTRACT WITH STOP OREGON LITTER AND VANDALISM (SOLV) FOR THE SPONSORSHIP OF THE ANNUAL "SOLV-IT" CLEANUP EVENT ON SATURDAY, APRIL 20, 1996.

Date: February 7, 1996

Presented by: Judith Mandt

### PROPOSED ACTION

Adoption of Resolution No. 96-2292 would authorize an exemption to competitive contract procedures and authorize the execution of a personal services contract (Exhibit A) with Stop Oregon Litter and Vandalism (SOLV). The contract will provide services in coordinating the seventh annual "SOLV-IT" Cleanup event scheduled for Saturday, April 20. SOLV is the only agency of its kind to coordinate this type of event on this scale. SOLV will target six large chronic illegal disposal sites in the Metro region and up to 60 community-based events in conjunction with neighborhood associations and other volunteer organizations at sites that have been identified as chronic local problem areas.

### FACTUAL BACKGROUND

Metro has supported the annual one-day "SOLV-IT" clean up since the event first started in 1990. Over that period of time, the scale of illegal dumping has become more manageable on a site-by-site basis. Six years of efforts have resulted in the removal of nearly 700 tons of discarded debris with the help of some 20,000 volunteers. Waste from the large sites should really be viewed in pounds: Each discarded piece of debris, every old television set, couch, mattress, tire, rusted barbecue, dirty diaper, old appliance and other trash is manually hauled out of the area or individually picked up and stuffed into litter bags and carted from the ravines and creeks to waiting drop boxes and trucks. It is pulled from hillsides and fields, and out of ditches, much of it in or dangerously close to waters that are migratory stops and riparian habitat or used by swimmers and fishers, and in the hardest way possible -- with old-fashioned sweat and muscle from places where it is too haphazard for vehicles to go. Even measured in tons, it represents nearly one-and-a-half million pounds.

23,160 old tires...laid end to end, they would line the roads from Metro Central Station to the Metro Zoo and beyond;

201,233 pounds of scrap metal....that is the equivalent of 75 cars;

315,000 pounds of wood waste and yard debris....would fill 118 drop boxes;

That is....21 Jack Gray Transport trucks of compacted waste.

A few years ago, with the help of the Association of Oregon Contractors, SOLV undertook to install barricades and plantings, attempting to reduce or eliminate casual access to chronic sites. This is an effort that has continued, with neighborhood associations placing signs and securing permission to install barriers on private property. On the down side, illegal dumpers have moved on to other places, and though the "mega" sites in isolated locations dumped in for years are starting to disappear, the trend now is more widely dispersed at smaller sites that are more accessible and closer to the population. Working with neighborhood associations' activities, this year will focus on the numerous smaller but chronic dumpsites in neighborhoods and cleaning up the fewer large sites in the region that remain chronic.

In 1995, about 155 tons of waste were cleaned up at 6 major sites and 60 neighborhood sites in 20 areas of the region. Comparisons for 1994 and 1995 are as follows:

	<u>Mixed Waste</u>	<u>Scrap Metal</u>	<u>Tires</u>
1994	83 tons	8.2 tons	4,836
1995	155 tons	6.1 tons	2,213

Wood waste and yard debris, while not measured, were sorted and recovered when possible, though it was generally too contaminated for separation from mixed waste. Illegal disposal of yard debris appears to fluctuate from year to year, with no major attributable cause.

Metro will be one of four primary event sponsors which include KINK Radio, PGE, US West, and Weyerhaeuser. Local haulers helped with SOLV-IT since the beginning. Last year they included: American Sanitary Service, Cloudburst Recycling, Ege Disposal, Gruetter Disposal Service, Hertz Equipment Rental, Miller Sanitary Service, Sever & Son, Walker Garbage Service, Washington County Drop Box, Waste Management, and Weyerhaeuser Company. Additional assistance with waste hauling is provided by the City of Portland, Port of Portland, Clackamas and Washington Counties, and Mt. Hood Community College. The estimated cost of the event is \$100,000. In-kind and donated services from organizations and other businesses in the community are solicited by SOLV to help reduce direct costs. Additionally, each primary event sponsor has agreed to provide in-kind services as part of their participation. Metro will provide printing of posters and brochures, site map production, use of clean up equipment on day of event, volunteer recruitment, and assistance with calls in the Metro Recycling Information and Regional Environmental Management reception.

The Scope of Work calls for SOLV to perform the following:

1. Develop and procure all print and electronic media advertisements, recognizing Metro as a primary sponsor along with other sponsors.
2. Community Cleanup Events:  
Community-based cleanup events will include collection of separated recyclables and/or reusables such as scrap metal, tires, etc. conducted at 50 to 60 public properties. SOLV will work with local governments, neighborhood associations, and civic organizations to identify and select sites to be scheduled for cleanup.

3. Cleanup of Illegal Dump Sites on Public Land: SOLV will conduct cleanups on six large, chronic illegal dump sites in and near the region.
  - a) Activities and/or events must be distinctly different from normal maintenance responsibilities of local governments (such as public works road crews or parks department cleanups).
  - b) Installation of prevention devices such as barricades or plantings for sites as appropriate.
4. Reporting: The Contractor's Project Manager will provide Metro with event information including a report describing the cleanups:
  - a) Total amount collected for each type of material and where material was disposed or recycled;
  - b) Number of participants in the event and number of volunteers contributing to the cleanup and recycling activities.
  - c) Highlights of the event.
5. SOLV is responsible for overall event coordination, including working directly with KINK Radio and other primary sponsors to publicize the event, solicit donations from other businesses and organizations, and recruit and organize volunteers to clean up, drive trucks, unload and transfer debris, and transport to disposal and recycling facilities.

We will again field a team of Metro volunteers to help with clean up. Each year about 50 Metro employees and their families have volunteered their Saturday to help clean-up at the site of their choice. Last year, we selected Smith & Bybee Lakes. This year, Metro employees will be asked to adopt Whitaker Pond. **Anyone reading this staff report is welcome and needed to participate in this event.**

### BUDGET IMPACT

In FY 1995-96, \$30,000 is listed for the clean-up program in the Environmental Services Division budget.

In-kind contributions include: Assistance from the Creative Services Division, Metro Recycling Information, and Regional Environmental Management reception in answering cleanup inquiry calls from the public; contacts with the media and Metro's radio ad productions; designing, printing and mailing of event brochures; and operations assistance from Metro disposal facilities.

### EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 96-2292.

BEFORE THE METRO CONTRACT REVIEW BOARD

FOR THE PURPOSE OF AUTHORIZING ) RESOLUTION NO. 96-2292  
AN EXEMPTION TO METRO CODE )  
CHAPTER 2.04.060, PERSONAL SERVICES ) INTRODUCED BY MIKE BURTON,  
CONTRACTS SELECTION PROCESS, AND ) EXECUTIVE OFFICER  
AUTHORIZING A SOLE-SOURCE )  
CONTRACT WITH STOP OREGON LITTER )  
AND VANDALISM (SOLV) FOR )  
SPONSORSHIP OF THE ANNUAL "SOLV-IT" )  
CLEANUP EVENT ON SATURDAY, )  
APRIL 20, 1996 )

WHEREAS, Metro supports cleanup events to rid the region of illegal dump sites and to assist local governments with clean-up of chronic problem sites; and

WHEREAS, Metro has provided technical and financial support for the past six "SOLV-IT" events; and

WHEREAS, the 1995 "SOLV-IT" event succeeded in collecting more than 155 tons of mixed solid waste, 6.1 tons of recyclable scrap metal, and 2,213 waste tires; and

WHEREAS, the 1996 annual event is coordinated by Stop Oregon Litter and Vandalism (SOLV) and KINK Radio, and includes four other major sponsors: Metro, US West, PGE, and Weyerhaeuser; and

WHEREAS, the coordinating organization is the only organization qualified to perform the services as outlined in the contractual Scope of Work; and

WHEREAS, the Executive Officer has reviewed the contract with SOLV and hereby recommends Council approval; now, therefore,

BE IT RESOLVED, THAT

The Metro Contract Review Board hereby exempts the attached contract (Exhibit "A" hereto) with SOLV from the competitive proposal requirement pursuant to Metro Code Chapter 2.04.060. because the Board finds SOLV to be the sole provider of the required services.

ADOPTED by the Metro Contract Review Board this \_\_\_\_\_ day of \_\_\_\_\_, 1996.

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

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## PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, located at 600 NE Grand Avenue, Portland, Oregon 97232, and STOP OREGON LITTER AND VANDALISM (SOLV), referred to herein as "Contractor," located at P.O. Box 1235, Hillsboro, Oregon 97123.

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

1. Duration. This personal services agreement shall be effective March 15, 1996, and shall remain in effect until and including June 15, 1996, unless terminated or extended as provided in this Agreement.
2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Exhibit A -- Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.
3. Payment. Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed THIRTY THOUSAND AND 00/100 DOLLARS (\$30,000.00).
4. Insurance.
  - a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
    - (1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability. The policy must be endorsed with contractual liability coverage; and
    - (2) Automobile bodily injury and property damage liability insurance.
  - b. Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.
  - c. Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.
  - d. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.

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

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

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

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

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

9. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

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

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

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

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

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

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

16. Modification. Notwithstanding any and all prior agreements or practices, this Agreement constitutes the entire Agreement between the parties, and may only be modified in a writing signed by both parties.

STOP OREGON LITTER AND  
VANDALISM (SOLV)

METRO

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

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

\_\_\_\_\_  
Print name and title

\_\_\_\_\_  
Print name and title

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

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

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EXHIBIT A

**SCOPE OF WORK**

**PROJECT:** Coordination of Annual "SOLV-IT" Event  
**CONTRACTOR:** Stop Oregon Litter and Vandalism (SOLV)  
**PROJECT TERM:** March 15, 1996 through June 15, 1996  
**PROJECT TOTAL:** \$30,000

**CONTRACTOR'S RESPONSIBILITIES:**

Contractor shall be responsible for conducting a community and illegal dump site cleanup event on Saturday, April 20, 1996, in the metro region. The number and exact location of sites will be determined by April 20, 1996.

1. **Community Cleanup Events:**

Community-based cleanup events will include collection of separated recyclables and/or reusables such as scrap metal, tires, etc. conducted at approximately 50 public properties. SOLV will work with local governments and neighborhood organizations to identify and select sites to be scheduled for cleanup.

2. **Cleanup of Illegal Dump Sites on Public Land:** SOLV will conduct cleanups on six large chronic illegal dump sites in the region

- a. Activities and/or events must be distinctly different from normal maintenance responsibilities of local governments (such as public works road crews or parks department cleanups).
- b. Installation of prevention devices such as barricades or plantings for sites as appropriate.

3. **Publicity:** Provide recognition of Metro as a major sponsor in all event media publicity, event signage, etc.

4. **Reporting:** The Contractor's Project Manager will provide Metro with event information including a report describing the cleanups:

- a. Total amount collected for each type of material and where material was disposed or recycled;
- b. Number of participants in the event and number of volunteers contributing to the cleanup and recycling activities.
- c. Highlights of the event.

**METRO'S RESPONSIBILITIES:**

Metro will provide printing of the event materials such as brochures and posters, assistance with distribution of same, and will provide other assistance as necessary to develop and evaluate the project, including coordination between the Contractor and Metro's Creative Services Division.

**PAYMENT AND EVENT REVENUE:**

Metro will expedite the lump sum payment of \$30,000 to the Contractor immediately following contract approval. Any expenses which exceed Metro's total cash contribution of \$30,000 are the responsibility of the Contractor. The majority of the event revenue is contributed by the following major sponsors: Metro, KINK, US West, PGE, and Weyerhaeuser. Additional revenue is generated from donations of \$10,000 and \$5,000 packages from other local businesses, to be used in covering costs of staging the SOLV-IT event.

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# TRANSMITTAL SUMMARY

600 NORTHEAST GRAND AVENUE | PORTLAND, OREGON 97232 2736  
 TEL 503 797 1700 | FAX 503 797 1799



**METRO**

To: Risk and Contracts Management

From: \_\_\_\_\_ Date: 2/16/96 Vendor: SDLV  
 Department: REM Subject: PO Box 1235  
 Division: Administration  Bid  Contract Hillsboro OR 97123  
 Name: Judith Manolt  RFP  Other Vendor no.: 3003  
 Title: Manager Contract no.: 904861  
 Extension: 1149 Purpose: SDLV-IT Event-1996

**Expense**

Procurement  Personal/professional services  Services (L/M)  Construction  IGA

**Revenue**

<input type="checkbox"/> Contract	Budget code(s): _____	Price basis	Contract term
<input type="checkbox"/> Grant	<u>531-310213-52490-75000</u>	<input type="checkbox"/> Unit prices, NTE	<input checked="" type="checkbox"/> Completion*
<input type="checkbox"/> Other	_____	<input type="checkbox"/> Per task	<input type="checkbox"/> Annual
	This project is listed in the 199 <u>5</u> -199 <u>6</u> budget.	<input checked="" type="checkbox"/> Total/lump sum	<input type="checkbox"/> Multi-year**
	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Type A	Payment required	<u>3/1/96</u>
	<input type="checkbox"/> No <input type="checkbox"/> Type B	<input checked="" type="checkbox"/> Lump sum	Beginning date*
		<input type="checkbox"/> Progress payments	<u>6/15/96</u>
			Ending date

Total commitment	Original amount	\$ <u>30,000<sup>00</sup></u>
	Previous amendments	\$ _____
	This transaction	\$ _____
	Total	\$ <u>30,000<sup>00</sup></u>
	A. Amount of contract to be spent fiscal year <u>9596</u>	\$ <u>30,000<sup>00</sup></u>
	B. Amount budgeted for contract <u>Misc. Prof Services</u>	\$ <u>1,280,786<sup>00</sup></u>
	C. Uncommitted/discretionary funds remaining as of <u>2/16/96</u>	\$ <u>832,199<sup>63</sup></u> ...

**Approvals**

Project manager: \_\_\_\_\_ Division manager: Ray Barber for Terry Petersen Department director: \_\_\_\_\_  
 Fiscal: \_\_\_\_\_ Budget manager: \_\_\_\_\_ Risk: \_\_\_\_\_

BEFORE THE METRO CONTRACT REVIEW BOARD

FOR THE PURPOSE OF AUTHORIZING THE )  
EXECUTIVE OFFICER TO AMEND PUBLIC ) RESOLUTION NO. 96-2262  
CONTRACT 904257 WITH UNITED RECYCLING )  
TO PURCHASE MANUFACTURING EQUIPMENT ) Introduced by Mike Burton  
UNDER THE METRO RECYCLING BUSINESS ) Executive Officer  
DEVELOPMENT GRANT PROGRAM )

WHEREAS, A technical evaluation committee in April 1995 selected United Recycling, Inc. (URI) to receive a Metro Recycling Business Development Grant for \$27,500; and

WHEREAS, The Metro Council in May 1995 authorized the Executive Officer to enter into a public contract with (URI) to use grant funds to purchase two industrial shredders; and

WHEREAS, URI has installed one of these shredders; and

WHEREAS, Metro has disbursed \$15,000 of this \$27,500 grant to URI, leaving an outstanding balance of \$12,500; and

WHEREAS, The Recycling Business Development Grant is a matching grant; and

WHEREAS, URI has matched \$15,000 in Metro grant funds received with \$121,000 of its own funds (i.e., cash and debt) for this project; and

WHEREAS, URI is on course to achieve the objectives stated in the grant contract; and

WHEREAS, Changes in URI's markets have dictated they modify the way they implement the project partially funded by the grant;

WHEREAS, It is not prudent at this time for URI to purchase one of the shredders called for in its contract; and

WHEREAS, URI has incurred significant additional expenses (e.g., electrical system upgrade required by the utility) to complete the project; and

WHEREAS, URI used debt financing (in anticipation of receiving undisbursed grant funds) to temporarily cover additional expenses required to complete the project;

WHEREAS, URI is poised to move to its next stage of development, given sufficient cash flow; and

WHEREAS, Payment of additional expenses required to complete this project reduce URI's cash flow and impede its planned growth; and

WHEREAS, URI's planned growth will increase demand for locally generated drywall waste; and

WHEREAS, Fostering development of the local recycling industry is an objective of the Regional Solid Waste Management Plan; and

WHEREAS, The Solicitation for Applications (RFP #94R-40-SW) governing the Recycling Business Development Grant Program allows grant funds to be used for plant upgrades (i.e., electrical system improvements); now therefore,

BE IT RESOLVED,

That the Metro Council authorizes the Executive Officer to amend Public Contract 904257 with United Recycling, Inc. per the terms and conditions specified in Change Order No. 1 (attached as Exhibit A) to this resolution.

ADOPTED by the Metro Contract Review Board this \_\_\_\_ day of \_\_\_\_\_, 1995.

\_\_\_\_\_  
J. Ruth McFarland, Presiding Officer

## STAFF REPORT

### IN CONSIDERATION OF RESOLUTION NO. 96-2262 FOR THE PURPOSE OF AUTHORIZING THE EXECUTIVE OFFICER TO AMEND PUBLIC CONTRACT 904257 WITH UNITED RECYCLING FOR THE PURCHASE OF MANUFACTURING EQUIPMENT UNDER THE METRO RECYCLING BUSINESS DEVELOPMENT GRANT PROGRAM.

Date: December 20, 1995

Presented by: Debbie Gorham  
Andy Sloop

#### PROPOSED ACTION

Approval of Resolution No. 96-2262, authorizing the Executive Officer to amend Public Contract 904257 with United Recycling for the purchase of manufacturing equipment under the Metro Recycling Business Development Grant Program.

#### BACKGROUND

The Waste Reduction budget for FY 1994-95 included \$55,000 for a recycling business development grant program. A technical evaluation committee selected two projects for funding. Each received \$15,000 in FY 1994-95. The balance of the grant funds (\$12,500 for each recipient) has been carried over to FY 1995-96. The proposed contract amendment will not change the dollar value of the original contract with United Recycling (URI), the grantee seeking the amendment.

URI is seeking the contract amendment because changes in its product markets have dictated that it modify the way it implements the project partially funded by the grant. As a result of market changes, it is not prudent at this time for URI to purchase one of the shredders called for in its contract. At the same time, though, URI has incurred significant additional expenses (e.g., electrical system upgrade required by the utility) to complete its grant project. URI used debt financing (in anticipation of receiving undisbursed grant funds) to temporarily cover these expenses.

URI is an emerging drywall recycler located in North Plains. URI's primary product is gypsum fertilizer in a pelletized form. URI is using Metro grant funds to improve the efficiency and throughput of its processing system. Grant funds are also earmarked to develop the ability to convert wallboard facepaper residue into marketable products, thus eliminating the need for disposal. URI has invested approximately \$121,000 of its own money (cash and debt) in this project.

Public Contract 904257 with (URI) is a multi-year contract that extends through June 30, 1996. This contract called for the purchase and installation of two shredders, one to pre-shred large pieces of wallboard for feeding into a crusher, and the other to finely shred facepaper residue to specifications for a particular market. After installing the first shredder, the targeted user of the fine-shred facepaper deferred use of this product indefinitely. At the same time, Portland General Electric required URI to upgrade its processing plant electrical systems in conjunction with installation of the first shredder. This was work which should have been included in the

subcontractor quote for fabrication of the first shredder, but wasn't. Thus, it is not prudent for URI to purchase the second shredder at this time, and URI has incurred \$24,000 in unanticipated expenses required to complete the project.

Staff has visited URI's processing plant twice during the project. Staff also has reviewed detailed business information for URI and is satisfied with the company's performance. As a direct result of plant improvements partially financed with the Metro grant, URI's average monthly output has increased from approximately 100 tons in December 1994, to more than 400 tons currently. Moreover, these plant improvements have lead to stronger product demand due to increased customer confidence in meeting delivery schedules. This has enabled URI to raise its product price from \$50 to \$58 per ton and to lower its tipping fees to attract more waste wallboard.

URI is working diligently to develop several markets for the facepaper residue and may make additional plant improvements once a market is secured.

Cash flow allowing, URI is planning to add staff and implement plant improvements in response to increased product demand. It achieved a positive cash flow for the first time in October 1995. Disbursement of the grant funds will help ensure adequate cash flow for the company to move to its next stage of development. Fostering such development is consistent with the objectives of the grant program and Metro's Regional Solid Waste Management Plan.

According to the pertinent Solicitation for Applications (RFP #94R-40-SW), grant funds may be used for plant upgrades (i.e., electrical system improvements).

#### BUDGET IMPACT

The FY 1995-96 Regional Environmental Management Department budget contains \$25,000 for 1994-96 recycling business development grant projects, \$12,500 of which is earmarked for this contract.

#### EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 96-2262.

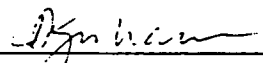
# CHANGE ORDER SUMMARY


CONTRACTOR: United Recycling  
PROJECT: Purchase, Install & Test Shredder and Conveyor  
PURPOSE: Additional Services  
CONTRACT NO.: 904257 BUDGET NO. 531-310320-524190-75990  
DEPARTMENT: Regional Environmental Management  
ACCOUNT NAME Operating

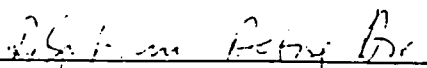
## THIS REQUEST IS FOR APPROVAL OF CHANGE NUMBER: 1

1. The original contract sum was	\$27,500.00
2. Net change by previously authorized change order	\$0.00
3. The contract sum prior to this request was	\$27,500.00
4. Total amount of this change order request	\$0.00
5. The new contract sum, including this change order	\$27,500.00
6. The contract sum paid in FY 94-95	\$15,000.00
The contract sum paid in FY 95-96	\$0.00
7. Fiscal Year appropriation for FY 95-96	\$958,010.00
Line item name: Misc. Prof. Services	
Estimated appropriation remaining as of 12/22/95	\$865,175.08
8. Start Date: 12/28/95	Expire Date: 6/30/96

## REVIEW AND APPROVAL:

 1-3 '96  
Manager, Environmental Mgmt. Date

  
Fiscal Review Date

 1-3 '96  
Director, Environmental Mgmt. Date

\_\_\_\_\_  
Budget Review Date

\_\_\_\_\_  
Director, Administrative Services Date  
VENDOR #12915

\_\_\_\_\_  
Legal Review Date



**MODIFICATION TO THE CONTRACT BETWEEN METRO AND UNITED RECYCLING**

This change order, dated as of the last signature date below, is entered into between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, and United Recycling, Inc., "Contractor," pursuant to the Public Contract dated May 18, 1995 (the "original contract"). In exchange for the promises and other valuable consideration described in the original contract, subsequent change orders, and this change order, the parties agree as follows:

1. Contractor has provided the following additional work and/or items as of the date of this contract amendment:  

Upgraded processing plant electrical systems as required for operation of processing equipment purchased under the "original contract" (904257).
2. Metro agrees to pay the Contractor the lump sum of \$12,500 for the above-described services and/or materials. This is the amount of grant funds from the "original contract" that have not been disbursed as of the date of this change order. Metro shall pay the Contractor immediately upon execution of this change order.
3. Contractor will not purchase the shredder per Section 1. A., paragraph 5 of the "original contract," as this equipment is not needed to accomplish the objectives of the contract.
4. The maximum compensation which Metro shall be obligated to pay the Contractor pursuant to this change order shall be \$12,500. The maximum contract price in the original contract is not affected by this change order.

Except as modified herein, all other terms and conditions of the original contract and previous change orders (if any) remain in full force and effect.

UNITED RECYCLING, INC.

METRO

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name and title

\_\_\_\_\_  
Print name and title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

PUBLIC CONTRACT

THIS Contract is entered into between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, whose address is 600 NE Grand Avenue, Portland, Oregon 97232, and United Recycling, whose address is 1190 SE Frontage Road, North Plains, Oregon 97133, hereinafter referred to as the "CONTRACTOR."

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

ARTICLE I  
SCOPE OF WORK

CONTRACTOR shall perform the work and/or deliver to METRO the goods described in Attachment A, the Scope of Work, which is incorporated herein by this reference. All services and goods shall be of good quality and, otherwise, in accordance with the Scope of Work.

ARTICLE II  
TERM OF CONTRACT

The term of this Contract shall be for the period commencing May 1, 1995, through and including June 30, 1996.

ARTICLE III  
CONTRACT SUM AND TERMS OF PAYMENT

METRO shall compensate the CONTRACTOR for work performed and/or goods supplied as described in the Scope of Work. METRO shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in the Scope of Work.

ARTICLE IV  
LIABILITY AND INDEMNITY

CONTRACTOR is an independent contractor and assumes full responsibility for the content of its work and performance of CONTRACTOR's labor, and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract, and shall indemnify, defend and hold harmless METRO, its agents and employees, from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Contract. CONTRACTOR is solely responsible for paying CONTRACTOR's subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and METRO.

ARTICLE V  
TERMINATION

METRO may terminate this Contract upon giving CONTRACTOR seven (7) days written notice. In the event of termination, CONTRACTOR shall be entitled to payment for work performed to the date of termination. METRO shall not be liable for indirect or consequential damages. Termination by METRO will not waive any claim or remedies it may have against CONTRACTOR.

ARTICLE VI  
INSURANCE

CONTRACTOR shall purchase and maintain at CONTRACTOR's expense, the following types of insurance covering the CONTRACTOR, its employees and agents.

A. Broad form comprehensive general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability. The policy must be endorsed with contractual liability coverage.

B. Automobile bodily injury and property damage liability insurance.

Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an aggregate limit, the aggregate limit shall not be less than \$1,000,000. METRO, its elected officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided to METRO thirty (30) days prior to the change.

This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 must cover CONTRACTOR's operations under this Contract, whether such operations be by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them.

CONTRACTOR shall provide METRO with a certificate of insurance complying with this article and naming METRO as an insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

ARTICLE VII  
PUBLIC CONTRACTS

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 provision were a part of this Agreement, including, but not limited to, ORS 279.310 to 279.320. Specifically, it is a condition of this contract that Contractor and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws, Chapter 684.

ARTICLE VIII  
ATTORNEY'S FEES

In the event of any litigation concerning this Contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to any appellate courts.

ARTICLE IX  
QUALITY OF GOODS AND SERVICES

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trades.

CONTRACTOR guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by METRO, whichever is later. All guarantees and warranties of goods furnished to CONTRACTOR or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of METRO.

ARTICLE X  
OWNERSHIP OF DOCUMENTS

All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by CONTRACTOR pursuant to this agreement are the property of METRO and it is agreed by the parties hereto that such documents are works made for hire. CONTRACTOR does hereby convey, transfer and grant to METRO all rights of reproduction and the copyright to all such documents.

ARTICLE XI  
SUBCONTRACTORS

CONTRACTOR shall contact METRO prior to negotiating any subcontracts and CONTRACTOR shall obtain approval from METRO before entering into any subcontracts for the performance of any of the services and/or supply of any of the goods covered by this Contract.

METRO reserves the right to reasonably reject any subcontractor or supplier and no increase in the CONTRACTOR's compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this agreement. CONTRACTOR shall be fully responsible for all of its subcontractors as provided in Article IV.

ARTICLE XII  
RIGHT TO WITHHOLD PAYMENTS

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

If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in METRO's opinion, violated that provision, METRO shall have the right to withhold from payments due CONTRACTOR such sums as shall satisfy that provision. All sums withheld by METRO under this Article shall become the property of METRO and CONTRACTOR shall have no right to such sums to the extent that CONTRACTOR has breached this Contract.

ARTICLE XIII  
SAFETY

If services of any nature are to be performed pursuant to this agreement, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

ARTICLE XIV  
INTEGRATION OF CONTRACT DOCUMENTS

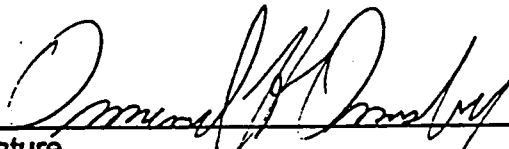
All of the provisions of any bidding documents including, but not limited to, the Advertisement for Bids, Request for Bids or Proposals, General and Special Instructions to Bidders, Proposal, Bid, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Contract are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire and integrated agreement between METRO and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both METRO and CONTRACTOR. The law of the state of Oregon shall govern the construction and interpretation of this Contract.

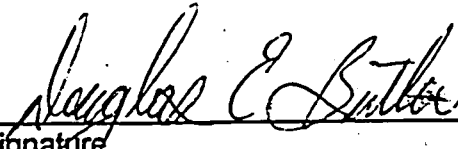
ARTICLE XV  
ASSIGNMENT

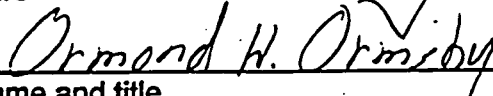
CONTRACTOR shall not assign any rights or obligations under or arising from this Contract without prior written consent from METRO.

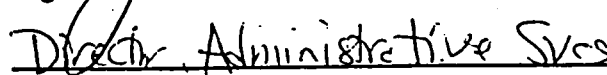
UNITED RECYCLING

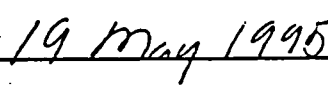
METRO

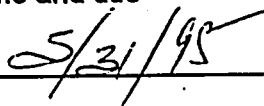
  
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Signature

  
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Attachment A

SCOPE OF WORK

1. Description of the Work.

A. Purchase, Install, Test and Equipment

Contractor will purchase, install, test, and operate certain shredding and related production equipment.

The first such equipment will be acquired from Pacific Shredder Technologies, Inc., 1335 NW Northrup St., Portland, Oregon. This equipment has the following nomenclature and description.

1. Shredder: Model PST 11-48 HS, 100 H.P.
2. Conveyor: Hydraulic Discharge

Equipment will be placed at the beginning of the production line in such manner as to reduce random sized drywall received from various suppliers. The intent of this equipment and its operation is to create a uniform sized material which will provide consistent feeding of equipment down line.

This change is anticipated to result in greater production of gypsum powder through the creation of even flow rates and material that is optimally sized for introduction into crushing equipment. The increased exposed surface area of the reduced drywall will also increase the recovery of gypsum from the paper backing and further expedite separation of the two materials.

The second piece of equipment complements the first. It will further reduce the paper backing for subsequent resale.

This equipment will be procured through a competitive bid process.

B. Project Monitoring and Reporting

Metro staff will visit the Contractor's site periodically to monitor implementation of the Contractor's grant project. With the exception of proprietary processing and financial information, all observations and information obtained during these visits will become part of the public record.

The Contractor will prepare three progress reports for Metro. The first must be received at Metro's offices 30 days after installation of the first shredder purchased under this contract. The second must be received at Metro's offices by December 30, 1995. The third must be received by June 30, 1996. These reports shall contain the following information:

1. Total tons of drywall *received* each month from generators in the Metro area, from July 1, 1994, through the month preceding the report.

2. Total tons of drywall *received* each month from generators outside the Metro area, from July 1, 1994, through the month preceding the report.
3. Total tons of drywall *processed* each month, from July 1, 1994, through the month preceding the report.
4. Number of tipping accounts, loads tipped and gross tipping revenue, by month, from July 1, 1994, through the month preceding the report.
5. Total tons of product sold and gross revenues for each product, by month, from July 1, 1994, through the month preceding the report.
6. Total employees and total salaries and wages, by month, from July 1, 1994, through the month preceding the report.
7. Brief narrative description/journal of barriers encountered during implementation of grant project, strategies to overcome barriers, and results of implementing strategies.

#### C. Conditions

1. Contractor will continue to test products regularly to ensure that they are safe for their intended agricultural uses.
2. A minimum of 50 percent of the post-consumer recycled material used in the Contractor's product will be from the Metro area.

#### D. Additional Documents

Metro's Solicitation for Applications for Recycling Business Development Grant (RFP #94R-40-SW), and Contractor's Grant Application, including business plan, are incorporated into this contract by this reference. In the event of any conflict, this contract, and then the Solicitation, shall prevail.

#### 2. Payment and Billing.

Contractor shall perform the above work for a maximum price not to exceed TWENTY-SEVEN THOUSAND, FIVE HUNDRED DOLLARS (\$27,500).

The maximum price includes all fees, costs and expenses of whatever nature. Metro will pay Contractor in two installments. The first installment will be \$15,000 payable within 30 days of contract execution and prior to June 30, 1995. The second payment will be \$12,500. This payment will be contingent upon receipt of the first progress report and satisfactory installation and start-up of the first shredder purchased under this contract. The second payment will be payable prior to June 30, 1996.

Contractor will provide Metro with itemized invoices for all equipment purchased under this grant.

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF APPROVING ) RESOLUTION NO. 96-2295  
A FLOOD DEBRIS REMOVAL ACTION )  
PLAN AND EXTENSION OF CREDIT ) Introduced by Executive Officer,  
FOR DISPOSAL OF FLOOD-CREATED ) Mike Burton  
DEBRIS )

WHEREAS, The flooding that occurred in the Metro region during February 1996 has resulted in the declaration of disaster for Multnomah, Washington and Clackamas Counties by the Governor of Oregon; and

WHEREAS, The President of the United States has declared that the Metro region is eligible for federally funded disaster relief; and

WHEREAS, There is an urgent need to provide environmentally safe disposal of flood-created debris at Metro facilities in order to protect human health in the Metro region; and

WHEREAS, Local governments and Metro anticipate that state and federal funds will be available to pay at least seventy-five percent (75%) of the charges for disposal of flood-created debris; and

WHEREAS, The Metro Executive Officer has prepared, in consultation with the Council and local government officials, a Flood Debris Removal Action Plan which includes extending credit to local governments for the charges for disposal of flood-created debris at Metro facilities and charging individuals less than the normal charge of disposal pending reimbursement to Metro and local governments by the state and federal government for such charges; and



WHEREAS, Pursuant to Metro Code Section 5.02.060, the Executive Officer has authority to establish credit requirements for disposal at Metro facilities; now, therefore,

BE IT RESOLVED THAT,

The Metro Council approves of the Action Plan and extraordinary credit requirements attached as Exhibit A, established by the Executive Officer pursuant to Metro Code Section 5.02.060 relating to disposal charges for flood-created debris.

ADOPTED by the Metro Council this \_\_\_\_ day of \_\_\_\_\_ 1996.

---

Jon Kvistad, Presiding Officer

Approved as to Form:

---

Daniel B. Cooper, General Counsel

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# METRO FLOOD DEBRIS REMOVAL ACTION PLAN

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# METRO FLOOD DEBRIS REMOVAL ACTION PLAN

## I. Goals

The Goals of the Flood Debris Removal Action Plan are to:

- Provide immediate, accessible and convenient service to residents and businesses needing disposal of flood debris.
- Utilize the existing system of solid waste collection and disposal facilities as much as possible.
- Fully document and account for the changes to collect and dispose of flood debris in accordance with state and federal reimbursement procedures.
- Charges to regional residents at the time of collection and disposal for flood debris will be decided by local governments.
- Local government and Metro will seek federal and/or state reimbursement for charges not covered.
- Recycling opportunities will be pursued where feasible.

## II. Implementation Schedule

Announcement of Action Plan	Monday, Feb. 12, 9:00 A.M.
Metro and Local Government coordination meeting to determine service needs and sites	Monday, Feb. 12, 3:00 P.M.
Announcement of first satellite collection sites and disposal locations Announcements of additional sites as available	Tues., Feb. 13, 10:00 A.M.
First weekend of extensive demand for flood debris disposal service	Fri., Sat and Sun. Feb. 16-18
Closure of satellite sites	To be determined. Two to four weeks service expected.

### **III. Service Plan**

#### **A. Collection and Disposal Sites**

##### **1. Metro Transfer Stations**

Metro South Station in Oregon City and Metro Central Station in NW Portland will be open to take flood debris from both commercial haulers and private self-haul customers.

Special operating procedures are being put in place to handle traffic and other problems from projected increases in the number of customers to the facilities.

##### Waste Accepted:

- All mixed waste (both putrescible and non-putrescible). Excluded waste includes: liquid waste, medical waste, and hazardous waste
- Household hazardous waste

##### Charges:

Commercial vehicles: Charges for waste delivered to the facility as flood debris (and authorized by a local jurisdiction as such) will be billed to the local jurisdiction. Local jurisdictions will be responsible for obtaining federal and/or state reimbursement and paying Metro charges. Late charge provisions of Metro Code Section 5.02.060 (C), (D), and (E) are waived for participating local government projects until local governments obtain a finding from FEMA. Local governments are required to pay Metro fees and taxes related to flood debris upon the FEMA determination.

Self-haul vehicles: Charges to customers for waste delivered to the facility that are designated as flood debris will be developed consistent with charges at satellite drop sites.

##### **2. Satellite Drop Sites**

Affected local governments are locating sites convenient to flooded areas. They will staff and arrange with haulers for delivery and removal of drop boxes from the sites, and disposal of the waste at an appropriate facility.

At the major sites, Metro will provide for collection and disposal of household hazardous waste that results from flood damage.

Local governments and Metro will work together to provide uniform types of services at these satellite sites.

### Waste Accepted:

- All mixed waste resulting from flood damage.
- Household hazardous waste resulting from flood damage. Hazardous waste should be handled cautiously and kept separate from other waste.
- Sand bags. Bags heavily contaminated with sewage, oil or other harmful materials should be handled separately. Non-contaminated bags should be kept out of mixed waste for reuse and recycling.
- Separate containers for recyclables, yard debris, and other items will be provided as needed for specific local areas.

### Charges:

Each local jurisdiction will determine its own policy. Local jurisdictions will be responsible for obtaining validation from customers that waste delivered to the sites is flood debris. These validations will be necessary to apply for federal reimbursement of hauler collection charges and disposal charges.

### **3. *Non-Metro Facilities.***

Local transfer stations, disposal facilities, processing facilities, and a number of yard debris composters are also open and available to local residents.

### Types of Waste Taken:

Metro Recycling Information will provide specific information on these facilities regarding materials taken, hours of operation and charges.

### Charges:

Charges for wastes delivered to these facilities are generally set by the facility operations. However, some are set through franchise agreements with local governments. Local jurisdictions will be responsible for obtaining federal and/or state reimbursement and paying non-Metro and Metro charges. Late charge provisions of Metro Code Section 5.02.060 (C), (D), and (E) are waived for participating local government projects until the local government obtains a finding from FEMA. Local governments are required to pay Metro fees and taxes related to flood debris upon the FEMA determination.

### **4. *Additional Clean-Up Options***

Local governments may tailor services to the needs of their individual areas. Examples include:

- Direct residents to set-out some flood materials in their normal garbage service.
- Ask that residents call their haulers for drop box service.

- Set up special curbside collection events for flood debris.
- Provide individual drop boxes for private sites (e.g. an apartment complex) or streets for use by a small number of households.

## **B. Public Information and Coordination**

The following elements are critical in providing information to the public and coordinating services in the region:

- Local media should expect regular updates of this Action Plan.
- As conditions change, there will be updates regarding both regional and local sites, additions of new sites and other special announcements.
- Metro will coordinate the distribution of information regarding flood debris removal with local government solid waste personnel and their public information officers.
- Metro will place display advertisements in all local papers in order to reach residents in the affected areas. Metro will also air radio and television public service announcements.

## **C. State and Federal Procedures for Reimbursement**

In order to improve the possibility of reimbursement for debris removal from the federal government, the following steps will be taken:

- Finalize a documentation and tracking system for the cost of collecting and disposing of flood debris that is in accord with state and federal reimbursement guidelines.
- Metro will review with Federal Emergency Management Agency (FEMA) staff the forms and procedures that are to be used locally. These will be provided to local governments with additional information and examples.

## **IV. Detailed Action Plan Elements**

Metro is providing detailed technical materials to deal with the following important debris removal concerns:

### **A. Hazardous Waste**

A coordinated management strategy for Metro, local governments, and the state to handle hazardous waste resulting from the flooding.

### **B. Transfer Station Operations**

Detailed operating procedures for the handling of additional waste flow resulting from the flooding.

### **C. Public Information & Regional Coordination**

Procedures for the distribution information and coordination of services regarding flood debris removal.

### **D. Flood Debris Handling - Health and Safety Issues**

Guidelines for the safe handling of flood debris.

### **E. Accounting and Documentation for Federal Reimbursement**

Detailed forms and operating procedures for tracking, documenting, and cost accounting for the collection and recycling or disposal of flood debris.

# METRO

## DEBRIS CLEAN-UP SAFETY TIPS

### Flood Waters

Flood waters may contain any number of hazardous items, including disease carrying waste and rodents, hazardous waste, and hidden hazards such as currents, electrical hazards, and structural hazards.

- Do not drink the water.
- Do not allow children to play in the water.
- Use life preservers in boats and in moving water.
- Avoid skin contact with water if possible.
- Wear rubber gloves to protect skin.
- Wear rain-gear and safety glasses if possible.
- ALWAYS wash hands and face with soap and water after contact with flood waters.
- Report any raw sewage, rodent problems or dead animals to local authorities.
- Seek medical treatment if unusual skin rashes, abdominal pain, or other symptoms appear.

### Buildings

- Before entering a building, assess the building perimeter for weak points including damaged or rotted load bearing beams, patios, roofs, walls, and pathways. Do not use or enter areas that appear questionable. Notify others of the hazard.
- Report any unusual odors, including natural gas and unidentified odor sources, to your service provider.
- Have an electrical inspection done before turning on power or using electrical appliances.

### Hazardous Materials

Be alert for household chemicals and other materials which may be hazardous. Many households cleaning products, hobby and automotive products, and paints are hazardous or harmful to the environment.

- Check labels for words like danger, warning, caution, corrosive, flammable and combustible. These all indicate hazardous chemicals.
- Use gloves and safety glasses when handling chemicals.
- DO NOT MIX PRODUCTS TOGETHER. Dangerous reactions can occur.
- Make sure chemicals are sealed. Use plastic bags as outer containers.
- Always label the outer container.
- Report any unusual waste such as drums to your local authorities immediately. Do not attempt to handle drums of unknown materials.
- Wash with water after handling or coming into contact with chemicals.
- Call the Oregon Poison Control center if you have a chemical exposure emergency: (1-800- 452-7165)
- Dispose of all hazardous materials properly. Call 234-3000 for information.

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## STAFF REPORT

### IN CONSIDERATION OF RESOLUTION NO. 96-2295 FOR THE PURPOSE OF APPROVING A FLOOD DEBRIS REMOVAL ACTION PLAN AND EXTENSION OF CREDIT FOR DISPOSAL OF FLOOD CREATED DEBRIS

Date: February 20, 1996

Presented by: Bern Shanks

#### PURPOSE

The recent flooding that occurred in the Metro region during February 1996 has resulted in a declaration of disaster for Multnomah, Washington and Clackamas Counties by the Governor of Oregon and the President of the United States has declared that the Metro region is eligible for federally funded disaster relief.

The attached "Metro Flood Debris Removal Action Plan" has been developed to assist citizens, businesses and local governments with the urgent need to provide environmentally safe disposal of flood-created debris at Metro facilities in order to protect human health in the Metro region. The goals of the plan are to:

- Provide immediate, accessible and convenient service to residents and businesses needing disposal of flood debris.
- Utilize the existing system of solid waste collection and disposal as much as possible.
- Fully document and account for all charges associated with collecting and disposing of flood debris in accordance with state and federal reimbursement procedures.
- Allow local governments to decide on charges to regional residents at the time of collection and disposal of flood debris. Local governments and Metro will seek federal reimbursement for charges not covered.
- Recycling opportunities will be pursued where feasible.

In consultation with local governments, the plan provides for extension of credit to local governments for charges associated with disposal of flood-created debris at Metro facilities pending reimbursement to Metro and local governments by the federal and/or state governments. Additionally, late charge provisions of the Metro Code are waived for participating local government projects until the local government obtains a finding from the Federal Emergency Management Agency. Local governments are required to pay Metro fees and taxes related to flood debris upon the FEMA determination.

#### EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 96-2295.

## STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 96-2296 FOR THE PURPOSE OF AUTHORIZING RFP NO. 95R-17B REM FOR PHASE II COMMERCIAL FOOD WASTE COLLECTION AND PROCESSING AND AUTHORIZING THE EXECUTIVE OFFICER TO ENTER INTO A CONTRACT(S)

---

Date: February 22, 1996

Presented by: Jim Goddard

### PROPOSED ACTION

Adopt Resolution No. 96-2296 to permit the Executive Officer to issue Request For Proposals for the Phase II Commercial Food Waste Collection and Processing Project.

### FACTUAL BACKGROUND AND ANALYSIS

On November 16, 1995, Metro Council approved Resolution 95-2172A which released the Phase I Commercial Food Waste Collection and Processing Request For Proposal (RFP 95R-17A-REM). At that time, the process for awarding the contract for a pilot project was described as a two-phase RFP process. Phase I required that a brief proposal be submitted for collection of food waste, processing of food waste or for both collection and processing of food waste. The Phase II RFP follows the format of the Phase I RFP but asks for much more detailed information and is the basis for award of the contract. The Phase II RFP requires that the proposer teams be able to provide both collection and processing for the pilot project. It is expected that proposers of hauling only or processing only services in Phase I will team to provide a comprehensive proposal for Phase II. Only proposers from Phase I would be allowed to submit a Phase II proposal.

Proposals were received from 10 processors and 6 haulers in Phase I. Each proposer was interviewed by an evaluation committee made up of staff from Metro, local government and DEQ. Based on the interviews, the evaluation committee expects to receive a number of acceptable proposals for Phase II. It is possible that contracts would be awarded to more than one proposer while staying within the budget allocated for this pilot project.

There appears to be a great deal of interest in starting food waste collection and processing operations in the Metro region. The pilot project(s) resulting from award of the Phase II RFP should help establish initial operations of one or more foodwaste processors in the region while helping to remove the barriers so that others may begin operations in the future.

### TIMELINE

This is a multi-year project. The contract(s) will be awarded in May, 1996 and is expected to be completed by June, 1997.

## BUDGET IMPACT

The maximum amount allocated for this contract is \$175,000.00. The 1995-96 budget contains a total of \$190,000.00 for development of an organic waste system. \$175,000.00 will be available for this contract(s). The remaining budget will be used by Metro to support the contract(s). Since award of the contract(s) are expected in May, 1996, approximately \$150,000.00 will be carried over to fiscal year 1996-97.

## EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 96-2296.

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BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING	)	RESOLUTION NO. 96-2296A
RFP NO. 95R-17B REM FOR PHASE II	)	
COMMERCIAL FOOD WASTE COLLECTION	)	Introduced by Mike Burton
AND PROCESSING AND AUTHORIZING THE	)	Executive Officer
EXECUTIVE OFFICER TO ENTER INTO A	)	
CONTRACT(S)	)	

WHEREAS, Resolution No. 94-1915A directs staff to revise the Regional Solid Waste Management Plan and Metro Code to include new options for managing organic waste in the region; and

WHEREAS, A public process composed of a series of workshops, meetings and a regional conference were conducted to examine new options for managing organic waste in the Metro region, whose participants included waste generators, waste haulers, waste processors, business leaders, government officials and other interested parties; and

WHEREAS, Key recommendations from the public workshops, meetings and organic waste management conference include conducting a food waste collection and processing project that focuses on recovering source separated organics from commercial food-related businesses; and

WHEREAS, The Regional Solid Waste Management Plan adopted by the Metro Council (Ordinance 95-624) on November 30, 1995, in continuing to recognize and support the state hierarchy (ORS 459.015) for managing solid waste, specifies landfilling as the least preferred option; and

WHEREAS, The Regional Solid Waste Management Plan contains recommended solid waste management practices to test, demonstrate and implement programs for recovering food waste from food-related businesses in an environmentally sound and publicly acceptable manner.

WHEREAS, The region may benefit from a potential cost savings if less expensive alternatives to landfilling organic waste can be developed; and

WHEREAS, Processing organic waste produces environmentally beneficial products; and

WHEREAS, It is in Metro's best interest to utilize a request for proposals to obtain the innovative foodwaste collection and processing services requested in RFP 95R-17B-REM; and

WHEREAS, The resolution was submitted to the Executive Officer for consideration and was forwarded to the Metro Council for approval; now therefore;

BE IT RESOLVED,

1. The Metro Council authorizes issuance of RFP #95R-17B-REM attached as Exhibit A, and authorizes the Executive Officer to enter into a contract(s) arising from the RFP.

ADOPTED by the Metro Council this \_\_\_\_\_ day of \_\_\_\_\_, 1996.

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Jon Kvistad, Presiding Officer

Approved as to Form:

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Daniel B. Cooper, General Counsel

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**REQUEST FOR PROPOSALS**  
for

**Phase II**

**Commercial Food Waste Collection and Processing**

**RFP # 95R-17B-REM**

**Metro**  
**Regional Environmental Management Department**  
**600 NE Grand Avenue**  
**Portland, OR 97232**

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# REQUEST FOR PROPOSALS

## Phase II Commercial Food Waste Collection and Processing

### I. INTRODUCTION

The Regional Environmental Management Department of 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, is requesting proposals to provide commercial pre-consumer vegetative food waste collection and processing services (RFP #95R-17B-REM). Proposals will be due no later than 4:00 p.m., Friday, April 19, 1996, in Metro's business offices at 600 NE Grand Avenue, Portland, OR 97232-2736. Details concerning the project and proposal are contained in this document.

### II. BACKGROUND/HISTORY OF PROJECT

According to the 1993/94 Metro Waste Characterization Study, approximately 200,000 tons of food waste and 60,000 tons of non-recyclable paper were delivered to the region's disposal facilities during the year-long study period. This waste will be described as "food waste" throughout this Phase II RFP. There are currently no significant on-site or post-collection recovery programs in place to divert these materials from the landfill. The Regional Solid Waste Management Plan, which gives the metropolitan region direction for meeting solid waste needs during the next decade (1995-2005), identifies source-separated organic waste recovery as an important program element that will bring the region closer to its 53% recycling goal by 2005.

In 1993/94 Metro conducted a series of public workshops to help develop a regional organic waste management strategy. The participants targeted composting pre-segregated food wastes from the commercial sector as a viable part of the overall strategy. This approach is valuable because it not only diverts waste from the landfill but converts it to a useful end product. In August 1995, a work group of Metro staff was formed to ascertain what elements are necessary to ensure the success of a food waste recovery system. This RFP is a result of the work group recommendations.

Currently, the Metro region diverts almost 100,000 tons a year of yard debris from the landfill, creating valuable soil products from it. Processing food waste is the next logical step to removing even more organic material from the wastestream. In fact, estimates predict that recovering food wastes and non-recyclable paper can be done in the long-term that is equal to or lower cost than collecting, transferring and landfilling waste. This has been proven in many areas of the country where food waste composting has already begun. It should be possible to economically recover food waste in the Metro region as well. The information obtained from this project will help Metro, local governments, food businesses, waste collectors, and food waste processors determine how they can best work together to implement organic waste recovery programs that are cost effective, environmentally sound, and publicly acceptable.



### III. PROJECT OVERVIEW

The overall purpose of the project is to test the collection and recovery of commercial pre-consumer vegetative food waste (excluding meat, dairy products, greases and fats) from food-related businesses as an alternative to the current practice of landfilling. Pre-consumer means food which has not been served to or purchased by the public. Examples include: food waste from the preparation of meals in a restaurant, spoiled or past-dated food from a grocery store; waste from a food warehouse, or processing residual from a food plant/facility.

This project is expected to help establish an economically viable and self-sustaining food waste recovery system that will help the region meet its waste recovery goals, without using flow control. This could be the first step toward establishing a comprehensive system that could process all food waste regardless of type or origin. The project will be completed through partnerships between Metro, local governments, DEQ, and private industry who will identify opportunities and remove barriers that prevent the food waste recovery system from developing.

This RFP is the second phase of a two phased proposal process. Responses to this RFP can only be made by those who submitted a proposal in response to the Phase I RFP (RFP # 95R-17A-REM) which was issued in November 1995. The Phase II RFP follows the same format as the Phase I RFP with proposers being asked to answer questions and provide specific information in a predetermined format. The categories of information requested for Phase II are the same as in Phase I, but more detail is required. Based on results from the Phase I RFP process, alternative processing proposals for type of feedstock, volumes and processing timeframe will be considered for the pilot project.

Proposers must also be able to provide collection and processing service whereas Phase I proposers could provide either or both services. Proposers who only provided one part of the project in Phase I, collecting or processing, will need to team with another firm to provide a complete food waste management system for Phase II. If one part of a Phase I proposal was not acceptable the proposer may want to consider teaming with another Phase I proposer to submit a Phase II proposal.

Metro may award contracts for more than one demonstration project, if funding allows. Each contract needs to include both collection and processing services for the projects. More than one collector can provide collection services for a processor. A collector can also submit a proposal with more than one processor. The contract will contain the appropriate requirements for both collection and processing operations. These requirements will likely include extensive conditions to ensure proper health and safety during the demonstration project with the opportunity to check incoming waste and dispose of it at a transfer station if Metro, local governments or DEQ deem it necessary. It may also include provisions for immediate removal of material from the processing site for disposal at a transfer station.

The successful project team will be expected to collect and process at least 1,000 tons of preconsumer vegetative waste (excluding meat and dairy products, grease and oils) from food warehouses, grocery stores and restaurants over a period of eight months. Non-recyclable paper may be included if it is acceptable for the process. The proposer may propose to handle more waste over a similar period of time. If a proposer believes that they can process a more diverse mix of food waste while meeting the other project parameters, they may propose to do so as an alternative

proposal. The total period of the pilot study shall not exceed 12 months. The successful proposer will be responsible for obtaining the food waste and any bulking agent required by the process.

Metro has allocated \$175,000, for this demonstration. This money is intended to defray the extraordinary costs associated with a small scale project and the costs associated with meeting Metro, local government, and DEQ data requirements. These requirements include reporting, monitoring and testing as described in this RFP. Metro does not make a financial commitment to the successful food waste collector and processor team beyond the term of this project. Therefore, proposals that appear to be economically viable and self-sustaining in long-term operations, will be viewed more favorably than those that require long-term subsidy.

#### IV. PROJECT DESCRIPTION

##### A. Collection

This project requires the participation of a Metro area collection firm permitted by the local government to collect pre-segregated food waste in their jurisdiction. Food waste will be collected from food related businesses (e.g., grocery stores, restaurants, food processors) and delivered to a designated processing site. A Metro Transfer Station could potentially be used to reload and consolidate food waste for transport to a processing site. The condition for using a Metro Transfer Station as a reload are included in Attachment 1.

The successful proposer must have a sufficient number of food related businesses on their hauling routes that will be willing to participate in this project. It is expected that the most economical collection routes would receive waste from businesses that are clustered within a relatively concentrated geographical area. However, the collector will determine which businesses will be included in this pilot project. The clusters of businesses are analogous to "urban centers" which are hubs for provision of goods and services in the Metro region. Urban centers are a key focus of Metro's Region 2040 growth concept. This food waste trial supports the objective of the 2040 growth concept.

Metro and local governments will, upon request from the successful proposer, assist in establishing a program for the participating businesses to source-separate food wastes. Metro and local governments would work closely with the participating businesses and waste hauler to: 1) develop in-house separation and collection methods; 2) provide informational material; and, 3) provide in-house training and follow-up to ensure separation efficiencies and minimize contaminants to the food and paper wastes. These wastes will be limited to pre-consumer vegetative material (excluding meat, dairy products, greases and fats) and non-recyclable paper depending on the needs of the processor with whom the collector is teamed. The food and paper wastes must be pre-segregated from other waste by the participating businesses and collected by the hauler on a regularly scheduled basis for the duration of this project. The organic wastes (e.g., vegetative food waste, and bulking agent such as non-recyclable paper, and yard debris) may be collected together if they meet the processors requirements and they can be managed together on the generation and processing site.

## B. Processing

A wide variety of methods exist for processing the organic fraction of the wastestream. These processes range from windrow composting to producing electricity from methane generated by anaerobic digestion of the organic matter. Metro is interested in processes which are economically viable in the long-term. At this time, Metro does not expect to be able to guarantee flow to an organics processing facility. However, Metro is willing to explore other contractual arrangements with the hauler and processor in order to facilitate a food waste recovery system.

An appropriate site for the processing facility will be critical to the success of this project. While different processes will have different siting requirements, no processing proposal will be accepted unless a specific processing site is identified. This site must be appropriate for the particular process proposed. The selected proposal(s) will be required to obtain full permitting of the site. If the site can not be permitted, the contract for this pilot project will be terminated. The proposer must also determine how odors and other nuisance conditions will be controlled at the processing site. All proposers must keep in mind that this material is classified as a solid waste. In addition to local government land use permits, building and other permits, the proposed site will be required to meet all applicable Metro regulatory requirements and obtain all applicable Department of Environmental Quality (DEQ) permits.

## V. PROPOSAL SUBMITTAL QUESTIONS

Proposers are required to answer all of the questions and provide all of the information requested in this section. Proposals must follow the format and sequence of this section.

### A. Collection

- A1. Describe your current collection operations.
  - Where do you currently collect waste?
  - Where are you franchised?
  - Will you be collecting waste from areas that are beyond your current collection area? (If so, include a Letter of Approval from the new jurisdiction(s) and agreement with the franchised hauler in the area(s))
- A2. Describe how you will get businesses to participate in the proposed food waste collection program.
  - How will you work with generators to set up a food waste separation program?
  - How will you get them to use the program?
  - What monitoring and continuing education will you provide?
- A3. What type of recycling programs have you set up for businesses in the past?

A3.1 Describe other programs or experience you have in setting up programs involving source-separated organics.

A4. Describe your proposed collection method.

- Describe the equipment to be used by the customer (types and size of containers, and location.)
- Describe your collection equipment and how you will prevent liquids from leaking out of the collection vehicle. Do you propose any modifications to your collection truck?
- What will be the frequency of food waste collection?
- What are the biggest problems you anticipate facing with your proposed collection method and how will you address them?
- Describe incentives to ensure customer participation.

A5. List on form A the customers that you will target for participation in this pilot project. Include a letter from each customer stating their willingness to participate in the project. If you consider your customer information to be *confidential*, mask the identities of the name of the business on Form A of your proposal. Retain an unmasked copy of Form A at your offices where it can be reviewed by the evaluation committee upon request.

A6. Itemize the capital and operating cost on Form B1 for collecting food waste in the pilot project. Indicate the level of funding required from Metro for the project. Metro wants each collector to itemize the capital and operating costs on Form B2 for collecting food waste in the pilot project and delivering it to the transfer station. The hauler could be directed to do this in the event of temporary site closure or to test reloading of food waste for delivery to a processor.

## **B. Processing**

### **B.1 Site**

B1.1 Provide the following information about the proposed food waste processing site.

- Address and tax lot(s).
- Size (acres) and configuration.
- Zoning and existing land use permits.
- Permits/licenses that you need to participate in this project. Indicate the status of the permits/licenses and the schedule for obtaining all of them. Attach any applicable permit/license documents.
- Attach a completed DEQ Land Use Compatibility Statement (Form C) for the proposed project. The form must be completed and signed by both the applicant and the local government planning department.
- Ownership. (Attach a statement from the land owner allowing use of the site for the project.)

- Describe, in detail, the existing site conditions and current use of the property (please include photographs of the proposed site).
- Attach a location map showing the site's location relative to the Metro region.

**B1.2** Provide the following information about the area surrounding the proposed food waste processing site:

- Describe adjacent land uses.
- Describe why you believe that the site is suitable for this project.
- Provide a vicinity map showing current land use for at least a one mile radius from the site. Show the distance to the nearest residence, business or public facility, major access routes, and nearby environmentally sensitive areas. Show the prevailing wind direction.

**B1.3** Provide a site plan showing the location of the proposed operations at a scale no smaller than one-inch equals 100 feet. Distinguish between existing elements and proposed elements that will be constructed as part of this project. The following must be provided:

- A schematic drawing of the site and facilities showing layout and general dimensions of all proposed processes to be utilized in the processing of food waste and in the production of a final product, including but not limited to: delivery access and mixing area, staging, equipment storage, processing, curing and final product storage area.
- The location of all buildings and any other pertinent location data with respect to the operation of the proposed facility (i.e., utilities, water supply and capacity, fencing, access roads, paved areas, etc.).
- The drainage patterns of the proposed site and surrounding areas. At a minimum, the direction of both on-site and off-site drainage, as well as the location of any ditches, swales, berms, paving or structures that exist or will be constructed to control runoff and leachate generated by the operation.
- Describe, in writing, all improvements and modifications required to conduct food waste processing on the site.

## **B2. PROPOSED PROCESS**

Since this pilot project is expected to lead to a long-term food waste processing operation, questions will be asked about processing in the pilot project and long-term operations. Please answer both sets of questions.

### **B2.1 PILOT PROJECT**

**B2.1.1** Provide the following information about the proposed methods and equipment that will be used to process the food waste in the pilot

project. (Describe the proposed process.) The narrative should be written to follow a load of food waste through the entire process; from its delivery to the site, through the processing equipment and processing areas, to storage and delivery of the final product. The narrative should reference the process flow diagram and site map to add clarity. Indicate the time for each step

B2.1.2 Describe food waste requirements. What type and quality of food waste or other currently non-recyclable organic materials will be acceptable in your proposed process?

- What quantity of food waste or other currently non-recycled organic materials will you process during this project?. Indicate the size of loads you will receive and the regularity of delivery required to make this a continuous operation during the pilot.
- List the contaminants that you expect to arrive with the food waste, and how these will affect operations, and how they will be removed and where they will be disposed.

B2.1.3 Describe bulking agent requirements

- What type and quality of bulking agent will you need to process the food waste? Is preprocessing required to make it acceptable to the process. Also describe unacceptable contaminants and how they will be dealt with if they arrive on-site.
- What quantity of bulking agent will you need to process the proposed amount of food waste? Indicate the size of loads you will receive and the regularity of delivery required to make this a continuous operation during the pilot. If a greater quantity of bulking agent is required than you anticipate, is it available and in what quantities? How will you store the bulking agent?
- What is the source of bulking agent and how will it be delivered to the processing site?.
- What is the proposed ratio of food waste to bulking agent? Discuss how you determined the quantities.

B2.1.4 Describe the methods that will be used to control and monitor the process. (See Attachment 2-Process monitoring and Reporting Requirements.)

- How will you control and monitor each stage of the process, including material receipt and storage, size reduction and/or mixing, processing, and, final product production and storage?
- Describe each monitoring procedure and/or test, the reason for selecting it, the acceptable range of results and corrective action to be taken if the process is out of the acceptable range.

- How will the proposed process ensure destruction of pathogens and weed seeds?

**B2.1.5 Process equipment.** List all major equipment used in the process. Include its size, manufacturer, whether it is new or existing and if it will be used exclusively for this pilot. Reference the process flow diagram and site layout drawing as needed.

- What are the utility and enclosure requirements for the process?
- How will equipment breakdowns affect the pilot project and how will the process be affected until the equipment is brought back into service? include a maintenance schedule.

**B2.1.6 End products (See Attachment 3 - Product Quality Standards)**

- List types of end products produced, the size of the target markets for each, and the value of the end products.
- How will the end products be marketed and sold?

**B2.1.7 Odor control**

- How will you reduce or avoid generating odors and how the odors produced will be controlled, (i.e., processing controls and monitoring, biofilter, enclosed building, rural location)?
- What measures will be taken if odors are not controlled by the proposed process?
- How will you work with the surrounding community if they complain about odors?

**B2.1.8 Nuisance Controls.** Describe the proposed means of controlling:

- insects, birds and animals
- noise
- dust and airborne particles
- What measures will be taken if the nuisances are not controlled by the proposed process?
- How will you work with the surrounding community if they complain about nuisances?

**B2.1.9 Environmental Controls.**

- Describe methods for handling leachate from both delivered feedstocks and generated from the processing method. Include how the leachate will be collected, treated, reused or disposed.

- Describe methods that divert precipitation run-on around the processing site, and methods to control the run-off from the facility resulting from precipitation.

B2.1.10 What is the expected tipping fee for the trial project?

B2.1.11 Provide a narrative description of how you propose for this project to be funded. How much through tip fees and how much financial assistance from Metro?

B2.1.12 Itemize the capital and operating cost on form D for processing food waste in the pilot project list the support required from Metro for the project.

### B3. PILOT PROJECT OPERATING PARAMETERS

B3.1 Complete the schedule (form E) to show how soon you can begin to process the food waste once a pilot project contract is signed including permitting, procurement, construction and startup.

B3.2 Who will be in charge of the project? List their experience as it relates to the pilot project.

- Site manager, (the person on-site during the pilot project).
- Project manager (if different from site manager).
- Technical expert, (if different from site manager or project manager)

B3.3 Describe the company's experience as it relates to this pilot project.

- Other food waste recovery and processing projects similar to this pilot. Describe the start date, process used, costs, and current status of the operation (if it is no longer in operation, describe why).
- Work in related areas.
- 

### B4. LONG-TERM OPERATIONS

B4.1 Describe the differences between the pilot program and a long term operation. What aspects would change? Remain the same?

B4.2 Describe the required changes needed to transition from the pilot scale operation to full scale operations.

- Changes to the site.
- Changes to the equipment.
- Changes to the process.



- B4.3 What is the expected tipping fee for long term operations? Itemize the capital and operating cost on form Ffor collecting and processing food waste in a long term operation.

## VI. SCHEDULE

Issue Phase I RFP	Nov. 95
Review Phase I proposals (involve local government work group)	Jan. 96
* Project Check Point: Verify Feasibility	
Identify those eligible to propose Phase II	Jan. - Mar. 96
Develop Phase II RFP	Feb. 96
Review Phase II RFP with Metro management, SWAC, Metro Councilors, local government work group, DEQ and potential proposers. Get input.	Feb. 96
Issue Phase II RFP	Mar. 96
* Project Check Point: Verify Feasibility	
Award Phase II RFP	May 96
Begin accepting food waste	Jul. - Aug. 96
Complete Pilot Project	Jun. 97
Assess feasibility of food waste recovery in the region (local governments, DEQ, Metro). Report with recommendations.	Sept. - Oct. 97

## VII. PAYMENT

Payment terms are dependent on the selected proposal(s). (Initial payment before July 1996 should be less than \$25,000.)

## VIII. PROJECT ADMINISTRATION

Metro's project manager and contact for this project is Jim Goddard, in the Waste Reduction & Planning Services Division of Metro's Regional Environmental Management Department.

Metro intends to award contract(s) to one or more contractor(s) after completion of the Phase II RFP process for one or more pilot projects. The contractor(s) will assume responsibility for any/all subcontractor work, as well as the day-to-day direction and internal management of the project, unless otherwise specified in this RFP or otherwise agreed upon in the actual contract(s).

## IX. PROPOSAL INSTRUCTIONS

### A. Submission of Proposals

Five (5) copies of the proposal shall be furnished to Metro, addressed to:

Jim Goddard  
Metro Regional Environmental Management Department  
600 NE Grand Avenue  
Portland, OR 97232-2736

### B. Deadline

Proposals will not be considered if received after 4:00 p.m., April 19, 1996

### C. RFP as Basis for Proposals

This Request for Proposals represents the most definitive statement Metro will make concerning the information upon that Proposals are to be based. Any verbal information that is not addressed in this RFP will not be considered by Metro in evaluating the Proposal. All questions relating to this RFP should be addressed to Jim Goddard at (503) 797-1677. Any questions, that in the opinion of Metro, warrant a written reply or RFP amendment will be furnished to all parties receiving this RFP. Metro will not respond to questions received after Friday, April 5, 1996.

### D. Information Release

All proposers are hereby advised that Metro may solicit and secure background information based upon the information, including references, provided in response to this RFP. By submission of a proposal all proposers agree to such activity and release Metro from all claims arising from such activity.

### E. Minority and Women-Owned Business Program

Metro and its contractors will not discriminate against any person or firm based on race, color, national origin, sex, sexual orientation, age, religion, physical handicap, political affiliation or marital status.

Metro extends equal opportunity to all persons and specifically encourages disadvantaged, minority, and women-owned businesses to access and participate in this and all Metro projects, programs, and services.

In the event that any subcontracts are to be utilized in the performance of this agreement, the proposer's attention is directed to Metro Code provisions 2.04.100 & 200.

Copies of that document are available from the Risk and Contracts Management Division of Administrative Services, Metro, Metro Center, 600 NE Grand Avenue, Portland, OR 97232 or call (503) 797-1717.

## X. PROPOSAL CONTENTS

The proposal should be submitted on recyclable, double-sided recycled paper (post consumer content). No waxed page dividers or non-recyclable materials should be included in the proposal. The following are proposal requirements to ensure that they are concise and provide only the requested information.

The total submittal for the Phase II proposal will consist of the responses to the questions and the information requested in section V of this Request for Proposals, A cover letter signed by an officer of the proposing company will also be included. Additional information will not be considered during the review of the proposals. An electronic version of Section V is available from Metro upon request.

## XI. GENERAL PROPOSAL/CONTRACT CONDITIONS

### A. Limitation and Award

This RFP does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to waive minor irregularities, accept or reject any or all proposals received as the result of this request, negotiate with all qualified sources, or to cancel all or part of this RFP.

### B. Billing Procedures

Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of Metro before reimbursement of services can occur. Contractor's invoices shall include an itemized statement of the work done during the billing period, and will not be submitted more frequently than once a month. Metro shall pay Contractor within 30 days of receipt of an approved invoice.

### C. Validity Period and Authority

The proposal shall be considered valid for a period of at least one hundred and twenty (120) days and shall contain a statement to that effect. The proposal shall contain the name, title, address, and telephone number of an individual or individuals with authority to bind any company contacted during the period in that Metro is evaluating the proposal.

### D. Conflict of Interest

A Proposer filing a proposal thereby certifies that no officer, agent, or employee of Metro or Metro has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of Metro; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer for the same call for proposals; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

## XII. EVALUATION OF PROPOSALS

Phase II proposal evaluation will be performed by a team of Metro, local government and DEQ staff. (NOTE: Scores from Phase I RFP will not have a bearing on Phase II evaluations).

### FOOD WASTE COLLECTION

- 10% **Suitability of Existing Customer Base**
  - Number and type of businesses in geographically concentrated areas.
  - Potential quantity and quality of feedstock.
  
- 10% **Type of Equipment**
  - Suitability, new or proposed modifications.
  
- 10% **Approach and understanding of project objectives**
  - Previous experience with business recycling programs.
  - Ability to work with the targeted businesses and secure their participation.

### FOOD WASTE PROCESSING

- 30% **Site**
  - Appropriate location, ability to secure all necessary permits in a timely manner (e.g., land use, DEQ), existing and proposed on-site and off-site conditions for project.
  
- 25% **Proposed Process**
  - Overall soundness of proposed processing system
  - Appropriate feedstock requirements and sources
  - Appropriate and effective odor and environmental controls
  - Reasonable processing costs and tipping fee
  - Ability to transition pilot project into long-term operations
  - Ability to produce and market end product
  
- 15% **Pilot Project Operating Parameters**
  - Experience and ability to implement and follow through on proposal

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**FORM A -- PROPOSED CUSTOMER BASE - FOOD WASTE COLLECTION**

Name of Business	Proposed collection method and frequency EXAMPLE: 1 20 yard compacted drop-box per week				Estimated Volume and Description of Vegetative Waste Per Week EXAMPLE: 1/2 of drop-box is food waste (mixed produce, paper)
	Drop Box	Compacted Drop Box	Container	Other	
<b>Grocery Stores</b>					
<b>Restaurants</b>					
<b>Food Warehouses/Distributors</b>					
<b>Food Processors</b>					
...					

**FORM B1 -- COLLECTION CAPITAL AND OPERATING COSTS FOR  
DIRECT DELIVERY TO THE PROCESSING SITE**

	Total Cost	Metro Support
<b>Capital Costs</b>		
Collection		
Vehicle		
Containers		
Educational Materials		
Other		
<b>TOTAL CAPITAL COSTS</b>	<hr/> <hr/>	

<b>Operating Costs</b>		
Collection		
Labor		
Fuel, Tires, etc.		
Miscellaneous		
<b>TOTAL OPERATING COSTS</b>	<hr/> <hr/>	

**TOTAL CAPITAL AND OPERATING COSTS**

**FORM B2 -- COLLECTION CAPITAL AND OPERATING COSTS FOR  
DELIVERY TO A METRO TRANSFER STATION**

	Total Cost	Metro Support
<b>Capital Costs</b>		
Collection		
Vehicle		
Containers		
Educational Materials		
Other		
<b>TOTAL CAPITAL COSTS</b>	<hr/> <hr/>	

<b>Operating Costs</b>		
Collection		
Labor		
Fuel, Tires, etc.		
Miscellaneous		
<b>TOTAL OPERATING COSTS</b>	<hr/> <hr/>	

**TOTAL CAPITAL AND OPERATING COSTS**

**FORM C -- DEPARTMENT OF ENVIRONMENTAL QUALITY  
LAND USE COMPATIBILITY STATEMENT (LUCS)**

**WHAT IS A LUCS?** The LUCS is the process DEQ uses to determine that DEQ permits and other approvals that affect land use are consistent with the local government comprehensive plan.

**WHY IS A LUCS REQUIRED?** Oregon law requires that state agency activities related to land use be consistent with local comprehensive plans. DEQ Division 18 administrative rules identify agency actions that are defined as programs affecting land use. These programs must have a process for determining local plan consistency.

**WHEN IS A LUCS REQUIRED?** A LUCS is required for nearly all DEQ permits, some general permits, and certain approvals of plans or related activities that affect land use. These activities are listed in this form. In cases where a source needs more than one DEQ permit or approval, a single LUCS may be used.

A permit modification requires a LUCS when:

- there is a physical expansion on the property or the use of additional land is proposed
- there is a significant increase in discharges to water
- there is a relocation of an outfall outside of the source property, or
- there is any physical change or change of operation of an air pollutant source that results in a net significant emission rate increase as defined in OAR 340-28-110.

A permit renewal requires a LUCS if one has not previously been submitted, or if one of the above four permit modification factors apply.

**HOW TO COMPLETE A LUCS:**

- The LUCS form is included in the DEQ permit application or approval packet.
- Applicant fills out Section 1 of the LUCS and then submits it to the city or county planning office.
- The local planning office determines if the business or facility meets all local planning requirements.
- The local planning office must attach written findings of fact for local reviews or other necessary planning approvals that are required of the applicant.
- The applicant includes the completed LUCS and attachments with the permit application or approval submittal.

**WHERE TO GET HELP:** Questions on the LUCS are to be directed to region staff responsible for processing the source permit or other approval application or, to Management Services Division at 800-452-4011 or (503) 229-6408.

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**SECTION 1 - TO BE FILLED OUT BY APPLICANT**

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1. Name of applicant \_\_\_\_\_ Contact person \_\_\_\_\_

Telephone \_\_\_\_\_

Mailing address:

Location address:


Tax Acct. # \_\_\_\_\_ Tax Lot # \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_ Section \_\_\_\_\_  
Latitude \_\_\_\_\_ Longitude \_\_\_\_\_

2. Describe type of business or facility and the services or products provided:

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3. Circle the type of DEQ permits or approvals being applied for at this time:

Air Notice of Const.  
Air Discharge Permit\*  
Title V Air Permit  
Air Indirect Source Permit  
Parking/Traffic Circ. Plan

SW Disp/Auth Permit  
Waste Tire Storage Permit  
HW/PCB Storage/Trmt/Disch Permit  
Pollution Control Bond Request  
Wastewater Revolving Loan Request

Fed. Permit WQ Cert.  
WQ NPDES/WPCF Permit\*\*  
WQ Stormwater General Permit  
Wastewater/Sewer Facility Plan\*\*\*  
Other WQ General Permit # \_\_\_\_\_\*\*\*\*

\* excluding Portable facility permits      \*\*for on-site const-installation permits use DEQ form F:\WLANDUSE.OSS  
\*\*\*includes review of plan changes that require use of new land      \*\*\*\*general permits 600, 700, 1200CA and 1500 are exempt

4. This application is for a: new permit \_\_\_\_\_ permit renewal \_\_\_\_\_ permit modification \_\_\_\_\_ other \_\_\_\_\_

**SECTION 2 - TO BE FILLED OUT BY CITY OR COUNTY PLANNING OFFICIAL**

5. The facility proposal is located: \_\_\_\_\_ inside city limits \_\_\_\_\_ inside UGB \_\_\_\_\_ outside UGB

6. Name of city or county that has land use jurisdiction\*: \_\_\_\_\_  
*\*jurisdiction means the legal entity that is responsible for land use decisions for the subject property or land use.*

7. The business or facility complies with all applicable local land use requirements: \_\_\_\_\_ yes \_\_\_\_\_ no

7a. List all local reviews or approvals that were required of the applicant before the LUCS consistency was determined (This does not include past requirements that do not relate to the pending DEQ permit request.):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7b. If no, identify reasons for noncompliance or list requirement(s) that the applicant must comply with before LUCS consistency can be determined:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7c. Is local government currently processing remaining requirements to attain LUCS consistency: \_\_\_\_\_ yes \_\_\_\_\_ no Anticipated date of decision \_\_\_\_\_

7d. Is a public notice and hearing required? \_\_\_\_\_ yes \_\_\_\_\_ no hearing date \_\_\_\_\_

8. Planning official reviewer's telephone number: \_\_\_\_\_

**SIGNATURES**

\_\_\_\_\_  
Planning official (print planning official's name) Title \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_  
Planning official (print planning official's name) Title \_\_\_\_\_ Date \_\_\_\_\_  
*(depending upon city/county agreement on jurisdiction outside city limits but within UGB)*

ATTENTION: A LUCS approval cannot be accepted by DEQ until all local requirements have been met. Written findings of fact for all local decisions addressed under 7 through 7b must be attached to the LUCS.



**FORM D -- PROCESSING CAPITAL AND OPERATING COSTS**

<b>Total Cost</b>	<b>Metro Support</b>
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**Capital Costs**

Process		
Design and Engineering		
Permits		
Site Improvements		
Process Equipment		
Rolling Stock		
Other		

**TOTAL CAPITAL COSTS**

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**Operating Costs**

Process		
Labor		
Utilities, Fuel, etc.		
Supplies		
Bulking Agent		
Testing and Misc.		

**TOTAL OPERATING COSTS**

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**TOTAL CAPITAL AND OPERATING COSTS**

**FORM E -- SCHEDULE FOR PILOT PROJECT**

	1996								1997					
	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
<b>AWARD OF CONTRACT</b>														
<b>Processing</b>														
• Land use permit														
• DEQ permit														
• Site modifications														
• Metro franchise														
• Equipment purchase/modifications														
• Initiate operations														
• Full pilot project operations														

	1996								1997					
	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
<b>Collection</b>														
• Equipment purchase/modifications														
• Establish collection system in buisness														
• Begin initial food collection														
• Full pilot project operations														

**FORM F-- LONG-TERM PROCESSING AND COLLECTION CAPITAL AND OPERATING COSTS**

	Total Cost
<b>Capital Costs</b>	
Process	
Design and Engineering	
Permits	
Site Improvements	
Process Equipment	
Rolling Stock	
Other	
Subtotal Process	
Collection	
Vehicle	
Containers	
Educational Materials	
Other	
Subtotal Collection	
<b>TOTAL CAPITAL COSTS</b>	<hr/> <hr/>

<b>Operating Costs</b>	
Process	
Labor	
Utilities, Fuel, etc.	
Supplies	
Bulking Agent	
Testing and Misc.	
Subtotal Process	
Collection	
Labor	
Fuel, Tires, etc.	
Miscellaneous	
Subtotal Collection	
<b>TOTAL OPERATING COSTS</b>	<hr/> <hr/>

**TOTAL CAPITAL AND OPERATING COSTS** \_\_\_\_\_

**ATTACHMENT 1**  
**CONDITIONS FOR USING A METRO TRANSFER STATION**

**Metro Central Transfer Station**

If Metro Central Transfer Station is proposed for use as a reload facility for this demonstration project, the following conditions will apply:

1. Haulers will deliver source separated loads of food waste to Metro Central Transfer Station during normal operating hours. The loads will be tipped per the directions of the transfer station operator.
2. The processor will provide equipment and labor for transporting food waste from Metro Central to the processor's site. Final arrangements need to be made directly with the transfer station operator. The maximum loading height of the transfer equipment will be 12 feet from the transfer station floor.
3. The transfer station operator will provide space at the transfer station for the reload operation plus the equipment and labor required to reload the food waste into the transportation equipment provided by the processor. The price for this item will be set at \$5.00 per ton for the term of the food waste collection and processing contract.
4. The processor will make arrangements with the hauler to recover the cost of transporting reloaded food waste from the transfer station to the processing site and for the tipping fee at the processing site. Metro will deduct the reload cost from the food waste collection and processing contract and make payment to the transfer station operator for the reload operation.
5. If a load of food waste received at the transfer station is deemed to be inappropriate to send to the processing site, it will be disposed at a fee of \$75 per ton. If the transfer station is not used, Metro reserves the right to reject any inappropriate loads that arrive at the processors site and have them disposed at a Metro Transfer Station at a cost of \$75 per ton.

**Metro South Transfer Station**

If Metro South Transfer Station is proposed for use as a reload facility for this demonstration project, the following conditions apply:

1. Haulers will deliver source-separated loads of food waste to Metro South Transfer Station from station opening until 8:00 a.m., or after 2:00 p.m. until station closing. Loads will be tipped per directions of the transfer station operator.

2. The processor will provide equipment and labor for transporting food waste from Metro South to the processor's site. Final arrangements need to be made directly with the transfer station operator. Maximum loading height for transfer equipment will be 12 feet from the transfer station floor.
3. Transfer station operator will provide a space at the transfer station for the reload operation plus equipment and labor required to reload the food waste into the transportation equipment provided by the processor. The price for this item will be set at \$5.00 per ton for the term of the food waste collection and processing contract.
4. The processor will make arrangements with the hauler to recover the cost of transporting reloaded food waste from the transfer station to the processing site and for the tipping fee at the processing site. Metro will deduct the reload cost from the food waste collection and processing contract, and make payment to the transfer station operator for the reload operation.
5. If a load of food waste received at the transfer station is deemed to be inappropriate to send to the processing site, it will be disposed at a fee of \$75.00 per ton. If the transfer station is not used, Metro reserves the right to reject any inappropriate loads that arrive at the processing site and dispose of it at a Metro transfer station at a cost of \$75.00 per ton.

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## ATTACHMENT 2 - PROCESS MONITORING AND REPORTING REQUIREMENTS

### PROCESS MONITORING

Proposals must contain a draft schedule and description of the proposed process monitoring procedures. The process monitoring methods will be dependent on the proposed processing technique.

The successful proposer will be responsible for developing a process monitoring schedule and conducting a process monitoring program. Process monitoring provides the means to assess processing conditions and determine the need for activities such as air flow adjustments, water addition, and pile turning. Note that Metro may independently perform (not part of this contract) a number of baseline feedstock tests and final product quality tests.

Process Monitoring Program - The process monitoring program will entail the collection of field and laboratory data throughout the project.

A **Submittal:** Proposers must provide a description of the process monitoring, laboratory and recordkeeping activities to be performed, including frequency, equipment to be used, and monitoring locations. For example, a composting operation would describe how the process monitoring plan and schedule will address the following parameters:

- Temperature
- Oxygen concentration
- Bulk density (lbs/CY)
- Leachate generation
- Moisture content
- pH
- Aeration rate
- Odor generation
- Nuisance pests
- Qualitative parameters: odor, color, texture

B. **Testing and Sampling Plan** - The successful proposer will: 1) develop and implement a plan to define methods and procedures for sample testing, and 2) obtain and test representative samples, use data for process control, plan for contingencies, and document process flow.

The number, size, type, and frequency of samples taken will be determined by testing needs. Sampling will be more frequent during facility start-up as operating personnel learn how to control the process and to demonstrate successful compliance with operating, contractual, and regulatory requirements.

#### Sampling Plan

The successful proposer will be required to submit for Metro review and approval, a sampling plan that describes the following:

- 1) Qualifications of persons performing sampling
- 2) Specific sampling locations
- 3) Sampling frequency
- 4) Random sampling protocol (if that approach is used)
- 5) Number of samples
- 6) Sampling equipment and supplies
- 7) Sampling procedure and documentation

## 8) Sample management

- C. **Material Balance/Flow** - Process flow data from the facility must be collected and analyzed to: understand and control the process and provide information for other purposes such as regulatory compliance and waste audits.

Process flow evaluation includes the basic information required to track the total material flow throughout the facility, often referred to as material balance. The successful proposer shall develop and use a series of data sheets and flow diagrams to track items such as:

- **Feedstocks processed** - Record the type, source, date, time, and weight of all acceptable waste delivered to the facility.
- **Unacceptable waste** - Record the amounts, types, and disposition of all wastes rejected as unacceptable by the facility.
- **Recyclable material recovery** - Record the amounts and disposition of recyclable materials by type.
- **Residue generation** - Record the amounts and disposition of residue generated, by process source (e.g. tip area, feedstock preparation, compost screening).
- **Compost production** - Record the amount and disposition of compost material produced from each major process unit (e.g. active composting, stabilization, curing, screening, storing).
- **Product storage** - Record increases and decreases in inventory of all products stored in the facility, by location and type of material (e.g. raw feedstocks/bulking agents, stabilized compost)

## RECORD KEEPING AND REPORTING REQUIREMENTS

The successful proposer will be responsible for keeping accurate and legible records of all processing operations and process monitoring, including but not limited to, feedstock and bulking agent intake and receipt, preprocessing, processing, stabilization, curing, testing, and disposition of final product. All processing data shall be provided to Metro on a regularly scheduled (monthly) basis. All record keeping and reporting procedures and forms will be approved by Metro prior to the commencement of any processing.

## ATTACHMENT 3 - PRODUCT QUALITY STANDARDS

Feedstocks and the final mature product produced from this project will be independently sampled and laboratory tested by a Metro consultant. The feedstocks and final products may be examined for the following quality and public health/environmental parameters (as applicable):

- pH
- C:N Ratio
- ICP Test - Plant nutrients and trace metals
- Particle size
- Water holding capacity
- Other (salt, sodium, chloride, nitrate, total soluble salts)
- Foreign Matter Content
- Weed Seed Viability
- Maturity (respiration rate and cress seed germination)
- Bulk density
- Pesticide residue
- Color, texture, and odor

The product quality standards will be finalized during negotiations with the successful proposer.

### Pathogen Reduction

A product that contains pathogens in amounts that exceed the maximum acceptable pathogen concentrations described below shall be designated for disposal or additional processing.

- The density of fecal coliform in the compost product shall be less than 1,000 Most Probable Number per gram of total solids (dry weight basis); or
- The density of Salmonella sp. bacteria in the compost shall be less than three (3) Most Probable Number per four (4) grams of total solids (dry weight basis).



## **STAFF REPORT**

### **TO AUTHORIZE OBTAINING A LOAN TO FINANCE IMPROVEMENTS TO THE PORTLAND METROPOLITAN EXPOSITION CENTER**

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Date: February 23, 1996

Presented by: Craig Prosser

#### **FACTUAL BACKGROUND AND ANALYSIS**

Resolution 96-2297 authorizes a loan to finance a portion of the cost of a new building at the Portland Metropolitan Expo Center. This is part of the package of actions necessary for the construction of a new building at the Expo Center in time to host the Smithsonian Exhibit in March 1997.

Most of the cost of the new building will be paid out of existing Oregon Convention Center and Expo resources in FY 1996-97. These resources will not cover the entire cost of the facility, however. Approximately \$3 million will be financed or borrowed internally to complete the project financing. Staff has been discussing the possibility of a privately placed bond with a private company for a portion of this need. Resolution 96-2297 authorizes the executive Officer to negotiate and execute this loan and establishes the framework within which this loan may be initiated.

Under the terms of Metro General Revenue Bond Master Ordinance, before Metro may undertake any revenue bond financing for a particular department outside of the General revenue Bond structure, it must first establish a comprehensive financing method for issuance of these "Department Obligations." Resolution 96-2297 establishes that comprehensive plan for the MERC enterprises. This comprehensive plan includes the ability to pledge the revenues from the MERC enterprises, , and establishes standards to use in accounting for the enterprise revenues and debt service obligations. The resolution also establishes a priority for the use of enterprise revenues which conforms with the requirements of the General Revenue Bond Master Ordinance and ensures that operations will be funded prior to the payment of debt service.

Section 11 of the resolution authorizes Metro to borrow no more than \$3 million from the privately placed bond, establishes a priority for the transfer of \$325,000 per year from Expo to the Regional Parks operations, and authorizes the Executive Officer or his designee to negotiate the terms and conditions of the loan with the private company and to execute the loan documents.

#### **EXECUTIVE OFFICER'S RECOMMENDATION:**

The Executive Officer recommends adoption of Ordinance 96-2297.

**BEFORE THE METRO COUNCIL**

TO AUTHORIZE OBTAINING A )  
LOAN TO FINANCE )  
IMPROVEMENTS TO THE )  
PORTLAND METROPOLITAN )  
EXPOSITION CENTER )

RESOLUTION NO. 96-2297

Introduced by

Mike Burton, Executive Officer

WHEREAS, Metro is authorized under its charter and Title 8 of the Metro Code to enter into Credit Agreements and issue Revenue Bonds after taking Authorizing Action in the form of a resolution; and,

WHEREAS, Metro's General Revenue Bond Ordinance authorizes Metro to issue Department Obligations, which include bonds, notes and similar obligations, if: (i) the obligations are issued or incurred pursuant to or within the limitations and restrictions imposed by an indenture, ordinance or similar governing documents which establishes a comprehensive method for financing the undertakings of a Department; and, (ii) the obligations are payable solely and only out of the related Department Revenues; and,

WHEREAS, Metro desires to obtain a loan to finance improvements to the Expo Center and to repay the loan solely from the revenues of the Expo Center; and,

WHEREAS, MERC is the Department of Metro which operates the Expo Center; and,

WHEREAS, this Resolution is an Authorizing Action under Title 8 of the Metro Code, and is a document governing the issuance of Department Obligations for MERC which provides a comprehensive method for financing the undertakings of MERC, and limitations and restrictions on the issuance of those obligations in accordance with the General Revenue Bond Ordinance;

NOW, THEREFORE, BE IT RESOLVED:

**Section 1. Definitions.**

Capitalized terms used in this Resolution shall have the following meanings unless the context clearly requires use of a different meaning:

"1996 Expo Center Loan Agreements" means the Credit Agreements authorized by Section 11 and the related Revenue Bonds evidencing the obligation of Metro to make the payments required by those Credit Agreements.

"Code" means the Internal Revenue Code of 1986, as amended, including the rules and regulations promulgated thereunder.

"Credit Agreement" has the meaning defined for that term in Title 8 of the Metro Code.

"Debt Obligations" has the meaning defined for that term in the General Revenue Bond Ordinance.

"Defeasance Obligations" means direct non-callable obligations of the United States of America and securities fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America, to which direct obligation or guarantee the full faith and credit of the United States of America has been pledged, Refcorp interest strips, CATS, TIGRS, STRPS, or defeased municipal bonds rated AAA by one or more nationally recognized rating agencies (or any combination thereof).

"Department Obligation" has the meaning defined for that term in the General Revenue Bond Ordinance.

"Enterprise" means any set of economic activities which are operated by MERC and which are, or may be, accounted for separately. The Enterprises of MERC on the date of adoption of this Resolution are listed in Section 2.1 of this Resolution.

"Enterprise Obligation" means a Department Obligation payable solely from the revenues of an Enterprise, which is issued in accordance with this Resolution, and which is not a Subordinate Enterprise Obligation. "Enterprise Obligation" includes all Parity Obligations.

"Enterprise Obligation Documents" means this Resolution and the indenture, Credit Agreement, loan agreement, bond and other documents which establish the rights and duties of Metro and Owner with respect to Enterprise Obligations.

"Enterprise Revenues" means the revenues, receipts and charges attributable to an enterprise, as defined in the related Enterprise Obligation Documents. Enterprise Revenues do not include amounts used to pay excise taxes or any other taxes imposed on an Enterprise or on Enterprise Revenues.

"Executive Officer" means Executive Officer of Metro or the person designated by the Executive Officer to act on behalf of Metro under this Resolution.

"Expo Center" means the Portland Metropolitan Exposition Center.

"Fund" means a fund, an account, a cost center, or any other accounting entity that allows Metro to maintain accurate records of the revenues and expenditures of an Enterprise.

"General Revenue Bond Ordinance" means Metro Ordinance 91-439 as amended, including any amendments made after adoption of this Resolution.

"MERC" means the Metropolitan Exposition and Recreation Commission, a Department of Metro.

"Metro" means the metropolitan service district organized pursuant to Article XI, Section 14 of the Oregon Constitution, ORS Chapter 268, and the 1992 Metro Charter, and located in Multnomah, Clackamas and Washington Counties in the State of Oregon.

"Metro Code" means the codified ordinances of Metro.

"Metro Council" means the legislative body of Metro.

"Operating Expenses" means the expenses of operating and maintaining an Enterprise, as defined in the related Enterprise Obligation Documents.

"ORS" means the Oregon Revised Statutes.

"Owner" means the registered owner of a Enterprise Obligation or, if an Enterprise Obligation is not in registered form, the person entitled to receive payments of principal and interest on an Enterprise Obligation.

"Parity Obligation" means any obligation which has the same claim for payment from the revenues of an Enterprise as another Enterprise Obligation.

"Priority Payments" means any credits or payments described in Enterprise Obligation Documents which are permitted by the Enterprise Obligation Documents to be made from Enterprise Revenues before the payment of debt service on Enterprise Obligations.

"Rebate Payments" means any rebates or penalties which are required to be paid to the United States under Section 148 of the Code in connection with Enterprise Obligations.

"Resolution" means this resolution and any amendments adopted in compliance with Section 9 of this Resolution.

"Subordinate Enterprise Obligations" means obligations having a lien on the revenues of an Enterprise which is subordinate to the lien of Enterprise Obligations.

"Subordinated Debt" has the meaning defined for that term in the General Revenue Bond Ordinance.

## **Section 2. Designation of MERC as Department; Designation of Enterprises; Comprehensive Financing Method.**

2.1. For purposes of issuing Department Obligations, as defined in the General Revenue Bond Ordinance, MERC shall be treated as a Department of Metro. MERC currently has responsibility for operating the following Enterprises:

- 2.1.1. The Expo Center;
- 2.1.2. The Civic Stadium;
- 2.1.3. The Oregon Convention Center; and,
- 2.1.4. The Portland Center for the Performing Arts.

2.2. So long as no Enterprise Obligations are outstanding for an Enterprise, Metro may change any Enterprise at any time, or combine any Enterprise with another Enterprise. If Enterprise Obligations are outstanding for an Enterprise, Metro may change that Enterprise or combine it with other Enterprises only to the extent permitted by terms of the Enterprise Obligation Documents.

2.3. Metro may finance each Enterprise with general obligation bonds, Debt Obligations, Subordinated Debt, or Enterprise Obligations.

- 2.3.1. General obligation Enterprise Obligations may be issued as provided in the Metro Code.
- 2.3.2. Debt Obligations and Subordinated Debt may be issued to finance an Enterprise as provided in the General Revenue Bond Ordinance.
- 2.3.3. Department Obligations issued to finance an Enterprise shall be in the form of Enterprise Obligations, and shall be issued only as provided in this Resolution.

### **Section 3. Enterprise Obligations.**

3.1. Enterprise Obligations shall be payable solely from the portion of the gross revenues of the Enterprise which are pledged to pay the Enterprise Obligations. Pursuant to ORS 288.594, any pledge of any portion of the gross revenues of an Enterprise which is authorized by Metro for the benefit of the Owners of Enterprise Obligations shall be valid and binding from the date of issuance of the Enterprise Obligations. The revenues so pledged and thereafter received by Metro shall immediately be subject to the lien of such pledge without any physical delivery or further act, and the lien of the pledge shall be superior to all other claims and liens whatsoever to the fullest extent permitted by ORS 288.594(2).

3.2. Metro shall account separately for the Enterprise Revenues and Operating Expenses of any Enterprise for which Enterprise Obligations are outstanding.

### **Section 4. Deposit and Use of Gross Revenues of an Enterprise.**

All Enterprise Revenues of an Enterprise for which Enterprise Obligations are outstanding shall be credited to a Fund, and shall be used only as described in this

section as long as any Enterprise Obligations for that Enterprise remain outstanding. So long as Enterprise Obligations are outstanding for an Enterprise, the Enterprise Revenues of that Enterprise shall be used and expended only for the following purposes and in the following order of priority:

- 4.1. At any time to pay General Assessments which are then due;
- 4.2. So long as no payments described in the preceding subsection are due or overdue, to pay Operating Expenses;
- 4.3. So long as no payments described in the preceding two subsections are due or overdue, to make Priority Payments;
- 4.4. So long as no payments described in the preceding three subsections are due or overdue, to pay any Rebate Payments;
- 4.5. So long as no payments described in the preceding four subsections are due or overdue, to pay debt service on Enterprise Obligations, to fund any Enterprise Reserves, or to make payments to entities providing credit enhancement for an Enterprise Obligation;
- 4.6. So long as no payments described in the preceding five subsections are due or overdue, to pay any other costs or expenses authorized by law and permitted by the Enterprise Obligation Documents.

#### **Section 5. Enterprise Obligation Funds and Accounts.**

Metro may authorize the creation of debt service Funds and reserve Funds for Enterprise Obligations, and may obligate itself to maintain such Funds so long as Enterprise Obligations are outstanding.

#### **Section 6. Rate Covenants.**

Metro may enter into covenants for the benefit of Owners which require Metro to establish and maintain rates, charges and other Enterprise Revenues which are sufficient to permit Metro to pay all General Assessments, Operating Expenses, Priority Payments, Rebate Payments and debt service on Enterprise Obligations, to fund reserves for Enterprise Obligations, and to maintain any level of coverage required by the Enterprise Obligation Documents.

#### **Section 7. Parity Obligations.**

The Enterprise Obligation Documents shall provide the terms under which Parity Obligations may be issued, and the terms under which Subordinate Enterprise Obligations may be issued.

## **Section 8. General Covenants.**

Metro hereby covenants and agrees with the Owners of outstanding Enterprise Obligations as follows:

- 8.1. That it will continue the operation of each Enterprise for which Enterprise Obligations are outstanding until those Enterprise Obligations are paid.
- 8.2. That it will promptly cause the principal, premium, if any, and interest on the Enterprise Obligations to be paid as they become due in accordance with the provisions of this Resolution, the Enterprise Obligations and the documents authorizing the Enterprise Obligations.
- 8.3. That it will keep all covenants and agreements made for the benefit of Owners in the Enterprise Obligation Documents.
- 8.4. That it will maintain complete books and records relating to the operation of each Enterprise for which Enterprise Obligations are outstanding in accordance with generally accepted accounting principles.
- 8.5. That it will promptly deposit into all Funds the Enterprise revenues and other amounts which are required to be so deposited by the documents authorizing the Enterprise Obligations.
- 8.6. That it will, to the extent required by the documents authorizing Enterprise Obligations, maintain insurance on the properties of each Enterprise with responsible insurers, and that it will dispose of the proceeds of such insurance in the manner specified in the documents authorizing the Enterprise Obligations.
- 8.7. Metro will not, while any Enterprise Obligations are outstanding, sell, mortgage, lease or otherwise dispose of or encumber any properties of an Enterprise in violation of the documents authorizing the Enterprise Obligations.

## **Section 9. Amendment of Resolution.**

- 9.1. This Resolution may be amended without the consent of any Owners for any one or more of the following purposes:
  - 9.1.1. To cure any ambiguity or formal defect or omission in this Resolution;
  - 9.1.2. To add to the covenants and agreements of Metro in this Resolution, other covenants and agreements to be observed by Metro which are not contrary to or inconsistent with this Resolution as theretofore in effect;
  - 9.1.3. To authorize issuance of Enterprise Obligations or Subordinate Enterprise Obligations;

9.1.4. To confirm, as further assurance, any security interest or pledge created under this Resolution;

9.1.5. To make any change which, in the reasonable judgment of Metro, does not materially and adversely affect the rights of the owners of any outstanding Enterprise Obligations;

9.2. This Resolution may be amended for any other purpose only upon consent of Owners of not less than fifty-one percent 51% in aggregate principal amount of the affected Enterprise Obligations; provided, however, that no amendment shall be valid without the consent of Owners of 100 percent of the aggregate principal amount of the Enterprise Obligations outstanding which:

9.2.1. Extends the maturity of any Enterprise Obligation, reduces the rate of interest upon any Enterprise Obligation, extends the time of payment of interest on any Enterprise Obligation, reduces the amount of principal payable on any Enterprise Obligation, or reduces any premium payable on any Enterprise Obligation, without the consent of the affected Owner; or

9.2.2. Reduces the percent of Owners required to approve resolutions which amend this Resolution.

## **Section 10. Defeasance.**

Unless otherwise provided in the documents authorizing an Enterprise Obligation, Metro may defease and deem all or any portion of outstanding Enterprise Obligations to be paid by:

10.1. irrevocably depositing cash or noncallable, nonprepayable Defeasance Obligations in escrow with an independent escrow agent which are calculated to be sufficient for the payment of Enterprise Obligations which are to be defeased; and;

10.2. filing with the escrow agent an opinion from an independent financial advisor or certified public accountant to the effect that the money and the principal and interest to be received from the Defeasance Obligations are calculated to be sufficient, without further reinvestment, to pay the defeased Enterprise Obligations when due; and,

10.3. if interest on the defeased Enterprise Obligations is excludable from gross income under the Code, filing with the escrow agent an opinion of nationally recognized bond counsel that the proposed defeasance will not cause interest on the defeased Enterprise Obligations to be includable in gross income under the Code.

If Enterprise Obligations are defeased under this Section, all obligations of Metro with respect to those defeased Enterprise Obligations shall cease and terminate, except for the obligation of Metro and the escrow agent to pay the defeased Enterprise Obligations from the amounts deposited in escrow.



## **Section 11. The 1996 Expo Center Loan Agreements.**

11.1. Pursuant to the Metro Charter and Section 8.01.050 the Metro Council hereby authorizes Metro to borrow an aggregate principal amount of not more than \$3,000,000 to finance improvements to the Expo Center by entering into one or more 1996 Expo Center Loan Agreements. The 1996 Expo Center Loan Agreements shall be Enterprise Obligations for the Expo Center and shall be in the form of Credit Agreements, and may include Revenue Bonds evidencing the obligation of Metro to make the payments required by the Credit Agreements.

11.2. The 1996 Expo Center Loan Agreements shall be payable solely from the gross revenues of the Expo Center which remain after payment of the General Assessments on the Expo Center, the Operating Expenses of the Expo Center, a Priority Payment in the form of an annual transfer of \$325,000 of Expo Center revenues to Metro Regional Parks operations, and any Rebate Payments in connection with the 1996 Expo Center Loan Agreements, all as defined and provided in the 1996 Expo Center Loan Agreements and any related documents.

11.3. Metro covenants for the benefit of the Owners of the 1996 Expo Center Loan Agreements to comply with all provisions of the Code which are required for interest on the 1996 Expo Center Loan Agreements to be excluded from gross income for federal taxation purposes. The covenants contained in this Section and any covenants in the 1996 Expo Center Loan Agreements shall constitute contracts with the owners of the 1996 Expo Center Loan Agreements, and shall be enforceable by them. In determining what actions are required to comply, Metro may rely on an opinion of nationally recognized bond counsel. Metro makes the following specific covenants with respect to the Code:

- 11.3.1. Metro will not take any action or omit any action if it would cause the 1996 Expo Center Loan Agreements to become "arbitrage bonds" under Section 148 of the Code.
- 11.3.2. Metro shall operate the facilities financed with the 1996 Expo Center Loan Agreements so that the 1996 Expo Center Loan Agreements do not become private activity bonds within the meaning of Section 141 of the Code.
- 11.3.3. Metro shall pay, when due, all rebates and penalties with respect to the 1996 Expo Center Loan Agreements which are required by Section 148(f) of the Code.

11.4. The Executive Officer may, on behalf of Metro and without further action by the Metro Council:

- 11.4.1. Pledge the Enterprise Revenues of the Expo Center described in Section 11.2 to pay the 1996 Expo Center Loan Agreements;

11.4.2. Negotiate the terms of the 1996 Expo Center Loan Agreements within the limitations of Section 11.1 of this Resolution, including, but not limited to, provisions regarding:

11.4.2.1. the interest rate to be paid on the 1996 Expo Center Loan Agreements and the payment schedule for the 1996 Expo Center Loan Agreements;

11.4.2.2. the imposition and maintenance of minimum rates, charges and other Enterprise Revenues of the Expo Center;

11.4.2.3. the ability of Metro to prepay the 1996 Expo Center Loan Agreements;

11.4.2.4. the ability of Metro to issue Parity Obligations and Subordinate Enterprise Obligations for the Expo Center;

11.4.2.5. the ability of Metro to sell or otherwise dispose of property which is part of the Expo Center; and,

11.4.2.6. the rights of the Owners of the 1996 Expo Center Loan Agreements if Metro defaults;

11.4.3. Execute and deliver the 1996 Expo Center Loan Agreements;

11.4.4. Execute and deliver any related certificates or documents and take any actions which are reasonably required to carry out this Resolution and obtain funds to improve the Expo Center.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 1996.

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Jon Kvistad, Presiding Officer

Approved as to Form:

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Daniel B. Cooper, General Counsel

## **STAFF REPORT**

### **TO AUTHORIZE OBTAINING INTERIM FINANCING FOR THE IMPROVEMENTS TO THE PORTLAND METROPOLITAN EXPOSITION CENTER**

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Date: February 23, 1996

Presented by: Craig Prosser

#### **FACTUAL BACKGROUND AND ANALYSIS**

Resolution 96-2298 authorizes a credit facility to provide interim, cash flow financing for a portion of the cost of a new building at the Portland Metropolitan Expo Center. This is part of the package of actions necessary for the construction of a new building at the Expo Center in time to host the Smithsonian Exhibit in March 1997.

Resolution 96-2297 authorizes a privately placed revenue bond with a private firm to provide up to \$3 million towards the cost of the new building. Construction of this facility is on a fast track, however, and funds may not be available from that bond in time to provide cash flow for initial expenditures. Resolution 96-2298, therefore, authorizes the Executive Officer to request proposals for, and execute, an interim financing arrangement which would be repaid from the proceeds of the privately placed bond. This facility will only be used if, and to the extent that, funds are not available from the privately placed bond within the time needed by the project.

In addition, the authorization for this credit facility contains a second element. Staff have identified potential resources of \$12.5 million for the new building from Convention Center and Expo Center fund balances and the proceeds of the privately placed bond. The total project may cost \$13 million, however. The authorization for this credit facility is therefore \$3.5 million, to provide flexibility for obtaining the final \$500,000 for the project, if needed. The \$500,000 increment could be repaid from the Expo Center profits from the Smithsonian Exhibit (building rental, concessions, and parking) or other Expo Center revenues.

#### **EXECUTIVE OFFICER'S RECOMMENDATION:**

The Executive Officer recommends adoption of Ordinance 96-2298.

**BEFORE THE METRO COUNCIL**

TO AUTHORIZE OBTAINING	)	RESOLUTION NO. 96-2298
INTERIM FINANCING FOR	)	
IMPROVEMENTS TO THE	)	Introduced by
PORTLAND METROPOLITAN	)	
EXPOSITION CENTER	)	Mike Burton, Executive Officer

WHEREAS, Metro is authorized under its charter and Title 8 of the Metro Code to enter into Credit Agreements and issue notes after taking Authorizing Action in the form of a resolution; and,

WHEREAS, Metro's General Revenue Bond Ordinance authorizes Metro to issue Subordinated Debt which is payable from Metro's Revenues and Available Funds on a basis which is second and subordinate to the payment from Revenues and Available Funds of the amounts owing on Outstanding Debt Obligations, and are not secured by a pledge of and lien on the Trust Estate, all as defined and provided in the General Revenue Bond Ordinance; and,

WHEREAS, Metro desires to obtain interim financing for improvements to the Expo Center in the form of Subordinated Debt;

NOW, THEREFORE, BE IT RESOLVED:

**Section 1. Definitions.**

Capitalized terms used in this Resolution shall have the following meanings unless the context clearly requires use of a different meaning:

"Available Funds" has the meaning defined for that term in the General Revenue Bond Ordinance.

"Code" means the Internal Revenue Code of 1986, as amended, including the rules and regulations promulgated thereunder.

"Credit Agreement" has the meaning defined for that term in Title 8 of the Metro Code.

"Debt Obligations" has the meaning defined for that term in the General Revenue Bond Ordinance.

"Executive Officer" means Executive Officer of Metro or the person designated by the Executive Officer to act on behalf of Metro under this Resolution.

"Expo Center" means the Portland Metropolitan Exposition Center.

"Fund" means a fund, an account, a cost center, or any other accounting entity that allows Metro to maintain accurate records of revenues and expenditures of Revenues or Available Funds.

"General Revenue Bond Ordinance" means Metro Ordinance 91-439 as amended, including any amendments made after adoption of this Resolution.

"Metro" means the metropolitan service district organized pursuant to Article XI, Section 14 of the Oregon Constitution, ORS Chapter 268, and the 1992 Metro Charter, and located in Multnomah, Clackamas and Washington Counties in the State of Oregon.

"Metro Code" means the codified ordinances of Metro.

"Metro Council" means the legislative body of Metro.

"ORS" means the Oregon Revised Statutes.

"Resolution" means this resolution.

"Revenues" has the meaning defined for that term in the General Revenue Bond Ordinance.

"Subordinated Debt" has the meaning defined for that term in the General Revenue Bond Ordinance.

## **Section 2. The 1996 Expo Center Interim Financing Agreements.**

2.1. Pursuant to the Metro Charter and Section 8.01.050 the Metro Council hereby authorizes Metro to borrow not more than \$3,500,000 to provide interim financing for improvements to the Expo Center by entering into one or more 1996 Expo Center Interim Financing Agreements. The 1996 Expo Center Interim Financing Agreements shall be Credit Agreements and Subordinated Debt, and may be in the form of notes, loan agreements, lines of credit or similar documents.

2.2. The 1996 Expo Center Interim Financing Agreements shall be payable from Metro's Revenues and Available Funds on a basis which is second and subordinate to the payment from Revenues and Available Funds of the amounts owing on Outstanding Debt Obligations, and shall not be secured by a pledge of and lien on the Trust Estate, all as defined and provided in the General Revenue Bond Ordinance as provided in the 1996 Expo Center Interim Financing Agreements and any related documents.

2.3. Metro covenants for the benefit of the Owners of the 1996 Expo Center Interim Financing Agreements to comply with all provisions of the Code which are required for interest on the 1996 Expo Center Interim Financing Agreements to be excluded from gross income for federal taxation purposes. The covenants contained in this Section

and any covenants in the 1996 Expo Center Interim Financing Agreements shall constitute contracts with the owners of the 1996 Expo Center Interim Financing Agreements, and shall be enforceable by them. In determining what actions are required to comply, Metro may rely on an opinion of nationally recognized bond counsel. Metro makes the following specific covenants with respect to the Code:

- 2.3.1. Metro will not take any action or omit any action if it would cause the 1996 Expo Center Interim Financing Agreements to become "arbitrage bonds" under Section 148 of the Code.
- 2.3.2. Metro shall operate the facilities financed with the 1996 Expo Center Interim Financing Agreements so that the 1996 Expo Center Interim Financing Agreements do not become private activity bonds within the meaning of Section 141 of the Code.
- 2.3.3. Metro shall pay, when due, all rebates and penalties with respect to the 1996 Expo Center Interim Financing Agreements which are required by Section 148(f) of the Code.

2.4. The Executive Officer may, on behalf of Metro and without further action by the Metro Council:

- 2.4.1. Issue a request for proposals to provide interim financing to Metro for the Expo Center improvements, and select one or more proposers whose terms are most favorable to Metro;
- 2.4.2. Pledge the Revenues and Available Funds on a basis which is second and subordinate to the payment from Revenues and Available Funds of the amounts owing on Outstanding Debt Obligations and any previously issued Subordinated Debt to which the Revenues and Available Funds have been pledged;
- 2.4.3. Negotiate the terms of the 1996 Expo Center Interim Financing Agreements within the limitations of Section 2.1 of this Resolution, including, but not limited to, provisions regarding:
  - 2.4.3.1. the interest rates and fees to be paid in connection with the 1996 Expo Center Interim Financing Agreements, and the payment schedules for the 1996 Expo Center Interim Financing Agreements;
  - 2.4.3.2. the imposition and maintenance of minimum rates, charges and taxes which comprise the Revenues and Available Funds;
  - 2.4.3.3. the creation of Funds to pay the 1996 Expo Center Interim Financing Agreements;

- 2.4.3.4. the ability of Metro to prepay the 1996 Expo Center Interim Financing Agreements;
- 2.4.3.5. the ability of Metro to issue other Subordinated Debt;
- 2.4.3.6. the rights of the Owners of the 1996 Expo Center Interim Financing Agreements if Metro defaults;
- 2.4.4. Execute and deliver the 1996 Expo Center Interim Financing Agreements;
- 2.4.5. Execute and deliver any related certificates or documents and take any actions which are reasonably required to carry out this Resolution and obtain funds to improve the Expo Center.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 1996.

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Jon Kvistad, Presiding Officer

Approved as to Form:

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Daniel B. Cooper, General Counsel

## STAFF REPORT

### RESOLUTION NO. 96-2287, FOR THE PURPOSE OF RATIFYING THE LIU LOCAL 483 COLLECTIVE BARGAINING AGREEMENT

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Date: February 7, 1996

Presented by:

Mark B. Williams  
Nancy Meyer

#### **Background:**

- The LIU Local 483 Contract expired on June 30, 1995. The Union submitted a timely request to bargain a successor agreement. Negotiations were concluded on October 12, 1995, when Metro and LIU reached a tentative agreement for a four-year successor agreement.
- Zoo and Parks management have been experiencing difficulties with some employees abusing sick leave and sick leave privileges and wanted to include contract language regarding sick leave abuse. We were successful in including these provisions:

**Fiscal Impact:** Costs for current fiscal year 95-96 are consistent with the adopted budget figures.

#### Wages:

- The employees in this bargaining unit are paid at one rate per classification; there are no salary ranges because of the nature of trades-type work, thus there is a long history of granting cost of living adjustments (COLA) only for these employees.
- Wages are increased from 85% of CPI to 100% of CPI for years one and two of the contract, due to the low CPI rate of 2.9% for this year and an anticipated low rate for next year. Additionally, the existing contract has a minimum of 3% and a maximum of 6% increases in wages for the term of the contract and that language has not been changed. Thus the impact of the 100% CPI for the first two years is none to minimal.

#### Health & Welfare Benefits:

- The cap on insurances has decreased, from the previous contract, for the term of this contract, by as much as \$52 per employee per month for the first year and progressive amounts every year thereafter.



**Shift Premiums:**

- Shift premiums have not been increased for ten years for this bargaining unit, resulting in lower than market comparable rates. This contract increases shift premiums by \$.10 per hour for second shift, and \$.15 per hour for third and fourth shifts for the entire four-year term of the contract. These increases are minimal in light of other comparables, but were agreeable to the Union.

**Recommendation:** This contract is consistent with the comparable labor market, is consistent with the adopted budget figures for FY 95-96, and will maintain a stable labor relations environment with LIU Local 483 for a four-year period from 1995 to 1999. It is therefore recommended by the Executive Officer that Resolution No. 96-2287 be approved.

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF RATIFYING  
THE LIU, LOCAL 483 COLLECTIVE  
BARGAINING AGREEMENT

)  
)  
)  
)

RESOLUTION NO. 96-2287  
Introduced by Mike Burton,  
Executive Officer

WHEREAS, Metro and LIU Local 483 have reached agreement on a four-year successor agreement, from July 1, 1995 through June 30, 1999; and

WHEREAS, the agreement provides to increase wages to 100% of CPI in years one and two, and 85% of CPI in years three and four, to increase shift premiums to \$.10 and \$.15 per hour worked for the term of the contract, to cap insurances at current costs for the first year of the contract and up to 15% of CPI for each additional year, to add sick leave abuse language, and other minor language housekeeping; and

WHEREAS, the agreement is consistent with the adopted FY95-96 budget figures and is cost neutral to Metro for the current fiscal year; now, therefore,

BE IT RESOLVED,

1. That the LIU Local 483 Collective Bargaining Agreement is amended as provided in the tentative agreement (Exhibit A) attached hereto.

ADOPTED by the Metro Council this \_\_\_\_ day of \_\_\_\_\_, 1996.

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

Approved as to form:

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

AGREEMENT between  
METRO and the LABORERS INTERNATIONAL UNION, LOCAL NO. 483

THIS AGREEMENT, made and entered into this 1st day of July 1994 1995, by and between ~~Metropolitan Service District (Metro)~~ METRO, Portland, Oregon, its successors and assigns, hereinafter called the "Employer," and LABORERS INTERNATIONAL UNION, LOCAL NO. 483, hereinafter called the "Union."

## PREAMBLE

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, sexual orientation, race, color, creed, national origin, handicap or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement. Nothing in this section, however, shall be construed to prohibit actions taken because of bona fide job qualifications.

Upon notification to the Union of filing for redress of any item in this preamble in another recognized legal forum, any grievance filed by that same employee or Union under this Article will be withdrawn.

## 1. DEFINITIONS

- 1.1 **REGULAR EMPLOYEE:** Any employee who works full-time on a yearly basis in a job classification contained in Schedule A.
- 1.2 **REGULAR PART-TIME EMPLOYEE:** Any employee, other than on-call employees, whose employment is part-time and lasts longer than 720 hours in any calendar year, or in the case of on-call employees 720 hours in a calendar year, but works less than full-time, in a job classification contained in Schedule A, and such employment re-occurs each year.
- 1.3 **EMERGENCY EMPLOYMENT EMPLOYEE:** Any employee employed full-time through an emergency public employment program in a job classification in Schedule A. The tenure for an Emergency Employment employee will be no longer than the period for which their employment is funded.
- 1.4 **TEMPORARY EMPLOYEE-** Any employee, other than on-call Typists/ Receptionists, Cashroom Clerks for the period of March 1 through September 30, and Stationmasters, whose period of employment will last no longer than 720 hours in any calendar year. On-call Typists/Receptionists, Cashroom Clerks for the period of March 1 through September 30, and Stationmaster's period of employment may last 720 hours in any one calendar year. Temporary/on-call employees are not entitled to vacation pay, health and welfare, sick leave, and personal holidays. Temporary on-call employees working consecutive years shall

not be entitled to accumulate time for purposes of personal holidays or for any other purpose under this Agreement. Employees hired to fill temporary positions shall be notified by the Employer, upon hiring, that the employee will be employed in the temporary position for no more than 720 hours for those on-call, in any calendar year.

1.5 SUPERVISOR: The head of one of the Offices, Divisions or Departments established by the Employer.

1.6 Before a Temporary or Emergency Employment employee can become a Regular or Regular Part-Time employee, he/she must have gone through the same job selection process as any other applicant.

## 2. MANAGEMENT RIGHTS

2.1 The Employer shall have and retain sole responsibility for the management and operation of the Zoo and Parks direction and control of its work force, facilities, properties, programs and activities, except as expressly limited by the terms of this Agreement.

## 3. RECOGNITION

3.1 The Employer recognizes the Union as the sole collective bargaining agent for all members of the Bargaining Unit employed by the Employer at the Washington Park Zoo and Parks, excluding Parks seasonal employees, confidential employees, supervisory employees including first line supervisors, administrative employees, and employees whose primary duties consist of security or guard functions.

3.2 No supervisor nor salaried employee shall perform any of the work covered under this Agreement, except in cases of emergency. Emergency is defined as a situation beyond the control of the Employer which the Employer could not anticipate, including but not limited to:

(a) Unanticipated situations where bargaining unit employees were contacted but were not available for work, or:

(b) The Employer has made an unsuccessful attempt to contact bargaining unit employees at their current home number as listed with the Employer.

Emergencies shall not include those day-to-day situations which require immediate action which have been normally performed by Bargaining Unit employees. A supervisor may use tools or equipment and perform work when the objective is to show, explain or train employees in the proper performance of their work assignments.

**3.3 No first line supervisor shall perform the work covered under this Agreement except under the following circumstances:**

**3.3.1 In cases of emergency as defined in paragraph 3.2.**

**3.3.2 When the objective is to show, explain or train employees in the proper performance of their work assignments.**

**3.3.3 As long as he/she does not replace a regular employee of the Bargaining Unit.**

**3.4 Except as provided in this Article, work performed under classifications covered by this Agreement shall be performed at rates and conditions herein established. Any work which is performed by Bargaining Unit employees shall not be contracted out. This does not, however, restrict the Employer from contracting out work previously subcontracted.**

#### **4. UNION MEMBERSHIP**

**4.1 All Regular, Regular Part-Time and Emergency Employment employees who are covered by this Agreement shall, not later than thirty-one (31) calendar days from the date of this Agreement or from the date of employment, as the case may be, join and remain members of the Union, by tender of regular dues and initiation fees, or tender to the Union his/her fair share which shall be equivalent to regular dues and initiation fees. Temporary employees shall not be required to become or remain members of the Union, but as a condition of employment shall pay a monthly fee for each calendar month following the first thirty (30) calendar days of employment.**

**4.2 If any employee is a member of a church or religious body which has bona fide religious tenets or teachings which prohibit such employee from being a member of or contributing to a labor organization, such employee shall pay an amount, of money equivalent to regular Union dues and initiation fees and assessments, if any, to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish written proof to the Employer that this has been done.**

**4.3 The Union will defend and hold harmless the Employer, its directors, officers, administrators, and agents from any liability arising out of the application or administration of the Union Membership provisions of this Agreement.**

#### **5. DUES CHECKOFF**

**5.1 The Employer agrees to deduct from the paycheck of each employee, who has so authorized it, the regular initiation fee and regular monthly dues uniformly required**

of members of the Union and fair share according to ORS 243.650. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employee shall be on forms furnished by the Employer and may be revoked by the employee upon written request. The performance of this service is at no cost to the Union.

- 5.2 The Employer will not be held liable for check-off errors but will make proper adjustments with the Union for errors as soon as is practicable but no later than the end of the following pay period.
- 5.3 The Union agrees to defend and hold the Employer harmless against any and all claims, suits, orders or judgments brought against the Employer which are based upon the provisions of this Article.

## **6. HOURS OF WORK**

- 6.1 Forty (40) hours shall constitute the normal workweek, eight (8) hours per day, five (5) consecutive days per week with two (2) consecutive days off. Notice of change in shift starting times or days off will be given prior to the end of the workweek before the workweek in which the change becomes effective, and such change will be effective for not less than one (1) workweek.
- 6.2 Except in cases of emergency, all employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift. Rest periods shall be scheduled near the middle of each one-half (1/2) shift whenever feasible.
- 6.3 Notwithstanding the workweek set forth in 6.1 and 6.2 above, the Employer and the Union may, by mutual agreement, initiate a workweek consisting of four (4) consecutive ten (10) hour days with three (3) consecutive days off. Overtime rates will be paid for all hours over ten (10) hours worked in any one day, for any work performed on the employee's three (3) scheduled days off, and holidays. If a 4-10 work schedule is implemented, and found to be less favorable after discussion by Management and the Union, either party may elect to return to the 5-8 schedule.

## **7. SHIFTS**

Shift work shall be permitted in all classifications, without restrictions, on the following basis:

- 7.1 The day shift is any full shift which begins between 6:00 a.m. and 11:59 a.m.. Part-time work which is commenced after 11:59 a.m. and completed by 6:59 p.m. is day shift work.

7.2 Employees transferred from one shift to another, unless relieved from work at least a full shift before starting their new shift, shall be paid the overtime rates for the first such new shift worked.

7.3 The second or swing shift shall be defined as any full shift which begins between 12:00 Noon and 6:59 p.m. An employee scheduled on the second shift shall receive a ~~forty cents (\$ .40)~~ fifty cents (\$ .50) per hour shift differential in addition to his/her regular hourly rate (as set forth in Schedule A).

7.4 The third or graveyard shift shall be defined as any full shift which begins between 7:00 p.m. and 5:59 a.m. Employees scheduled on the third shift shall receive a shift premium of ~~forty five cents (\$ .45)~~ sixty cents (\$ .60) per hour in addition to the regular hourly rate (as set forth in Schedule A).

7.5 Relief shifts shall be defined as:

7.5.1 Any workweek schedule which includes multiple shifts with a maximum of three (3) day shifts.

7.5.2 Employees regularly assigned to relief shifts shall be paid ~~fifty five cents (\$ .55)~~ seventy cents (\$ .70) per hour premium for all hours worked

7.5.3 Employees working relief shifts shall not receive shift premium authorized in Sections 7.3 and 7.4 above.

7.5.4 Employees assigned to sliding shift at Parks shall be paid the second shift premium, fifty cents (\$ .50) per hour, for all time worked during daylight savings time.

7.6 The shift premium provided for by 7.3, 7.4 and 7.5 above shall not apply during hours when earning overtime or when on vacation, sick leave, or any other paid leave of absence and shall not be included in an employee's regular hourly rate for purposes of computing overtime or other premium or holiday pay of any kind.

## 8. OVERTIME

8.1 Overtime at the rate of one and one-half (1-1/2) times an employee's established hourly rate exclusive of shift premium, shall be paid for all work performed outside of or in excess of an employee's established shift hours and on the employee's sixth and seventh day of work in any week and on holidays, provided, however, that the Employer may compensate for such overtime by time off (at a time mutually agreed upon) at the rate of one and one-half (1-1/2) hours off for each hour of overtime to a maximum of sixty (60) hours in one (1) year worked.

- 8.2 A record of overtime hours worked or offered to each employee shall be maintained in each work unit for each month and such information shall be posted. An employee who wishes additional or less available overtime shall review the matter with his/her immediate supervisor and Union representative.
- 8.3 Employees required to work around the clock (three shifts) and required to continue work through their regular assigned shift shall continue to receive pay at the overtime rate.
- 8.4 An employee who is required to work more than four (4) hours before, or two (2) hours beyond his/her regular shift shall be allowed a thirty (30) minute lunch period on the Employer's time, to be taken not later than the expiration of such four (4) or two (2) hour overtime period. In the event such employee works for more than four (4) hours, or more than two (2) hours before or beyond such four (4) or two (2) hour overtime period, he/she shall receive an additional thirty (30) minute lunch period on the Employer's time for each additional four (4) or two (2) hour overtime increment as the case may be.
- 8.5 Lunch periods may be scheduled by the Employer, provided only that no lunch period will be scheduled before three and one-half (3-1/2) or after five (5) hours from the beginning of an employee's shift except in emergency situations. No employee shall be required to take his/her lunch period later than five (5) hours after the beginning of his/her shift. In the event it is not possible to allow a lunch period during such five (5) hours, the employee shall receive time and one-half for his/her one-half (1/2) hour lunch period and shall also be allowed a reasonable opportunity to eat his/her lunch on the Employer's time. For purposes of this Section, a "reasonable opportunity" shall include, with respect to Railroad employees, eating lunch at their duty stations.

## 9. REPORTING PAY AND MINIMUM PAY

- 9.1 Any Regular and Emergency Employment employee who is scheduled to report for work on his/her scheduled shift and who presents himself/herself for work as scheduled, but where work is not available or made available for him/her, shall be paid at his/her regular rate for eight (8) hours.
- 9.1.1 9.1 above shall not apply to Regular Part-Time or Temporary employees whose minimum guarantee shall be four (4) hours.
- 9.2 Any employee called to return to work immediately, or before the employee's next work shift, and such call is after the employee has left the Employer's premises at the end of his/her last shift, shall be paid for a minimum of four (4) hours at the rate of one and one-half (1-1/2) times the regular rate. However, when any employee is required to work in excess of eight (8) hours in any workday, and the excess time is



adjacent to the employee's regular work schedule, the employee will be paid time and one-half (1-1/2) only for the time worked in excess of eight (8) hours .

9.2.1 If a Regular Part-Time or Temporary employee is called to work on the Railroad and circumstances make it unfeasible to operate the trains and the employee is sent home, and then later on this same day is called to return to work, he/she shall be guaranteed only two (2) hours pay for the second call.

9.3 Any employee required to work a split shift shall be paid at the rate of time and one-half (1-1/2) for not less than eight (8) hours of such shift (exclusive of any overtime worked in addition thereto). Time worked on the employee's sixth (6th) or seventh (7th) day shall not be covered by this paragraph.

9.4 Upon determination by the Zoo Director or Parks Director, or the Zoo or Parks Director's designee, of inclement weather conditions and such determination results in the decision to close the Washington Park Zoo or the Parks and to send the staff home before the end of their normal shift, those employees required by Management to stay on the job shall receive one (1) hour travel pay.

## 10. WORK OPPORTUNITIES AND SENIORITY

10.1 Regular Part-Time employees shall have seniority only within their job classifications and such seniority shall accrue only on the basis of continuous employment from their date of hire. Emergency Employment employees shall have seniority only within their own group during their limited term of employment. Temporary employees shall accrue no seniority rights under this Article.

10.2 Except as provided in 10.1, in the matter of lay-off and recall of employees, as well as in the matter of promotion, selection of jobs or opportunities to work on new jobs, processes, or a preferred job within the Bargaining Unit and the selection of work shifts and vacation periods, the Employer shall prefer those employees with the greatest length of service with the Employer in accordance with the following sections.

10.2.1 All employees, who transferred to the employment with the Employer from the Portland Zoological Society, seniority dates shall be such dates as their original employment with the Society.

10.2.2 If two or more employees were employed in any classification on the same day, seniority shall be determined by their order of hire by the Employer's records.

10.3 Seniority of an employee as used in this Agreement shall be based upon his/her continuous length of employment with the Employer from their date of hire. Any

employee who voluntarily quits, is discharged, or who doesn't return to work from a leave of absence, as provided for in this Agreement, will forfeit all seniority rights with the Employer. Seniority shall continue and accumulate on the following basis:

10.3.1 During a lay-off.

10.3.2 Any authorized leave of absence in which an employee continues his/her pay status.

10.3.3 During a military leave of absence as provided for by law.

10.3.4 Up to one (1) year because of leave of absence caused by personal sickness or injury. The employee's seniority will be frozen after such leave provided he/she has requested to return to work as provided in 14.3.

10.3.5 Up to eighteen (18) months for an industrial accident.

10.3.6 Up to ninety (90) working days for a personal leave of absence.

10.3.7 Up to one (1) year for an educational leave of absence.

10.3.8 Any employee who voluntarily quits, is discharged, or who doesn't return to work from a leave of absence, as provided for in this Agreement, will forfeit all seniority rights with the Employer.

10.4 The Employer shall provide the Union a seniority list showing the continuous service of each employee. This list will be furnished to the Union on July first (1st) of each year and the Employer shall notify the Union by written communication immediately upon any change therein.

10.5 Reductions in force shall be accomplished by removing from the classification in which the over-supply exists the junior person in that classification. An employee so removed shall be entitled to work in a lower classification in which he/she has held Regular status in the order of his/her seniority in that classification in the Zoo and Parks.

10.5.1 No lay-offs or reduction to a lower classification shall be executed as long as there are Temporary employees, volunteers, or work release employees serving within the affected classifications covered by this Agreement.

10.5.2 The Employer shall re-employ laid-off employees on a strict seniority basis for the classification from which the employee was laid off.

10.5.3 On re-employment of laid-off employees, the Employer shall notify the employee by certified letter, with a copy to the Union, mailed to his/her last known address. The employee shall have five (5) days to report his/her intentions to the Employer and shall report to work within two (2) weeks after notification by the Employer, or, as mutually agreed. Failure to accept recall to work will terminate any rights for re-employment.

- 10.5.4 The rights to re-employment conferred by sections 10.5.2 and 10.5.3 shall continue for two years from the date of lay-off and then be terminated.

10.6 Work Unit, as discussed in the following Sections, shall be defined as Animal Management, Visitor Services, Administration, and Facilities Management, which will be subdivided into Gardener, Maintenance, Custodial and Railroad, and Blue Lake Regional Park, Oxbow Regional Park, Marine facilities, Pioneer Cemeteries, and Operations & Maintenance Support for the purpose of vacation selection only.

10.7 Vacation selections shall be by classification on the basis of seniority within the Work Unit in which employed:

10.7.1 Each employee will be entitled to exercise his/her seniority for only one (1) vacation selection each year. For purposes of this section "selection" means one or more consecutive days.

10.7.2 Such selection shall be made by bid posting between January 15 and February 15, of each year for vacations between April 1 of that year and March 31 of the next year in accordance with the following:

10.7.2.1 Any employee wishing to submit a bid concerning preferred vacation scheduling shall do so in writing not later than February 15. Employees on the top third of the seniority list will submit their preferred vacation bid in writing no later than January 25. Employees on the middle third of the seniority list will submit their preferred vacation bid in writing no later than February 5. Employees on the bottom third will submit their bids no later than February 15. Failure to submit a bid on a timely basis means that seniority vacation bidding rights are forfeited for that year.

10.7.2.2 Any duplication in preferred vacation scheduling shall be worked out between employees submitting such duplicate bids and the supervisor involved in accordance with 10.7.2.1.

10.7.2.3 In the event duplicate bids cannot be worked out to the satisfaction of the employees involved and the Employer in

accordance with 10.7.2.1, seniority shall control subject only to the overall staffing needs of the Zoo operation.

10.7.2.4 Requests for vacation after the preferred vacation has been satisfied shall be on a first come first served basis and shall not be unreasonably denied.

10.8 For the purposes of this Article, a qualified employee is an employee who is qualified by knowledge, skill and experience, and is physically able to perform the job. The parties recognize the desirability of preferring qualified employees. In the selection process for promotion, the Employer shall award one (1) percent of the total possible score to each qualified employee for each full year of continuous employment at the Zoo and Parks up to a maximum of ten (10) percent. In the event two or more qualified employees have the same final score, the employee with the greater length of service shall receive preference. When a vacancy occurs in a regular job, present employees shall be given the first opportunity on the following basis:

10.8.1 If the vacancy involved is a new job process or a preferred job within a classification first opportunity shall be given to qualified employees in that classification within the Work Unit where the vacancy occurs.

10.8.2 Whenever a vacancy occurs which creates promotional opportunities within the unit, or transfer to a vacancy, qualified employees within the Work Unit where a promotional opportunity exists shall be given first opportunity to fill such vacancy, and second opportunity to fill promotional opportunity shall be afforded to any qualified employee covered by this Agreement.

10.8.3 An employee filling a promotional opportunity or filling a vacancy shall work the work schedule specified for such job.

10.8.4 Promoted employees shall serve a ninety (90) working day probationary period. The probationary period shall be used by the Employer as an evaluation period in which the Employer will make written evaluation to the employee at the completion of thirty (30), sixty (60) and eighty-five (85) calendar days of his/her probationary period.

10.8.5 Any employee who is promoted and fails to qualify for the new position shall be returned to his former classification with all rights and conditions of employment he/she had in his/her former classification.

10.8.6 Within ninety (90) calendar days of promotion, any employee may elect to return to his/her former classification with no loss of rights and

conditions of employment; provided a vacancy exists in the employee's former classification within six (6) months of the promotion.

10.9 All vacancies which create job opportunities within the Bargaining Unit under Article 10 shall be posted in the work location of the affected employees. Such job opportunities shall be posted for a period of seven (7) working days. Employees shall bid in writing on such opportunities according to the provisions of this section and such bid shall be made no later than the eighth (8th) working day after the first day of posting. The Employer will make a good faith effort to promote from within prior to advertising for outside candidates. This constitutes an internal Metro recruitment.

10.9.1 If the Employer makes an assignment from within the Bargaining Unit, the assignment will normally be made within seven (7) working days after the bid is closed. The name and seniority of the employee assigned to the job shall be posted and a copy given to the Union. Upon request of any applicants, the Employer shall submit in writing to applicants concerned the reasons for the choice with a copy to the Union.

10.10 Whenever a vacancy occurs in any regular job, the Employer may temporarily fill it by appointment. Qualifications and seniority shall be the two governing factors in such appointments. Employees on temporary assignments shall retain their seniority in their regular job classification. Temporary appointments shall not exceed 720 hours.

10.10.1 The Employer shall pay an employee assigned to a higher classification the rate for that classification.

10.10.2 If assigned to the classification at the beginning of the employee's shift, he/she shall receive the higher rate for a minimum of four (4) hours, but if more than four (4) hours he/she shall receive eight (8) hours. If an employee is assigned after the beginning of the shift and works four (4) hours or less he/she shall receive a minimum of four (4) hours at the higher rate, and if he/she works more than four (4) hours he/she shall be paid the higher rate for the balance of the shifts.

10.10.3 When it is necessary to work employees in a lower classification, the Employer shall pay the employee his/her regular rate for his/her regular classification.

10.11 It is hereby recognized the desirability of full-time Zoo employees being trained in all phases of Railroad operations and as such employees are trained, they shall, in the next season, replace those part-time Railroad employees then employed by the Zoo. Such Railroad employees will be replaced on the basis of their seniority within their classification with the Zoo.

## 11. HOLIDAYS

11.1 Holiday eligibility will be pro-rated based on actual scheduled hours worked within the preceding pay period, with the exception that personal holiday eligibility will be pro-rated based upon the employee's full-time equivalent (FTE) status. The following holidays shall be recognized and observed as guaranteed paid holidays:

11.1.1 New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, and additional days designated by the President and confirmed by the Congress of the United States or by the Governor and confirmed by the Legislature of the State of Oregon as legal holidays for all citizens. After completion of six (6) months' service, each employee covered by the terms of this Agreement shall have two (2) personal holidays per fiscal year. The personal holidays shall be arranged upon reasonable notice and by mutual agreement between the employee and the supervisor. Personal holidays not taken within the year accrued will be forfeited. Personal holiday time must be utilized prior to use of any vacation time, and will be monitored by payroll.

11.1.2 A Regular Part-Time employee shall be entitled to receive Personal Holiday pay only upon completion of six (6) consecutive calendar months in which such employee works eighty (80) hours or more per month.

11.2 Whenever one of the above-listed holidays falls on Saturday, the Friday before or the Monday following said holiday shall be considered as a holiday and paid for as such. The Employer shall have the option to schedule employees off for that holiday on either of such days in accordance with operational needs. As to any employee who is not given either the preceding Friday or the following Monday off as a holiday, the preceding Friday shall be deemed the holiday. Notwithstanding the foregoing, those jobs which operate seven (7) days per week and/or twenty-four (24) hours per day will observe Christmas on December 25, New Year's on January 1, and Independence Day on July 4th.

11.3 Whenever a holiday falls on Sunday, the following Monday shall be deemed a holiday and paid for as such. Whenever a holiday falls on an employee's regularly scheduled day off, the employee may, prior to such holiday, choose the first work day preceding or following such holiday, subject to overall staffing needs of the Zoo and Parks operation, and such day shall be considered a holiday and paid for as such.

11.4 Eligible employees shall receive eight (8) hours regular pay for each of the holidays set forth above on which they perform no work. Eligible employees who work a 4-10 schedule shall receive ten (10) hours regular pay for each of the holidays set forth above on which they perform no work. In addition to an

employee's holiday pay he/she shall be paid the overtime rate for any holiday he/she is required to work. However, if an employee is regularly scheduled to work on a holiday, he/she will be permitted to defer the holiday with regular pay until a later date. An employee under this section can accumulate no more than five (5) deferred or postponed holidays. Deferred or postponed holidays will be taken at a time mutually agreeable to the supervisor and the employee. Prior to the use of any vacation time, any deferred or postponed holiday time must be taken. The employee will endeavor to schedule the deferred or postponed holiday within the fiscal year it accrues.

11.4.1 An eligible employee shall be any employee who has been an employee of the Employer at least ten (10) days prior to the holiday.

11.4.2 No employee shall receive holiday pay if the employee is absent on his/her scheduled work day either immediately preceding or immediately following the holiday, unless he/she was on pay status for the entire such day before and day after, or unless he/she has previously applied to his/her supervisor in writing for permission to be so absent and such written request has been approved by the Director. However, in emergency situations where an employee is unable to procure prior approval for such absence he/she may submit a written request for holiday pay, stating the reason for his/her absence, to the Director. If the Director considers the reason for the absence excusable, the holiday pay shall be paid. Should the Director either question the validity of the request or consider the reason for the absence insufficient cause for being absent, he/she shall contact the Union, discuss the case with them, and together shall render a decision. The deliberation and decision shall be based upon both the following considerations:

11.4.2.1 Whether the absence would have been granted had prior approval been sought, and, in addition

11.4.2.2 Whether the reason for not seeking prior approval was a valid one. Such decision shall be final and binding and not subject to the grievance procedure.

11.4.3 If a holiday is observed during an employee's vacation period, he/she may have his/her vacation lengthened (either before or after) for one (1) day with pay or he/she may choose a deferred holiday with pay.

11.4.4 If an eligible employee is on sick leave and a holiday is observed, he/she shall be paid for such holiday and it shall not count against his/her accumulated sick leave.

11.4.5 Notwithstanding any other provision of this Article, Regular Part-Time employees shall be eligible for paid holidays only if working on a regularly scheduled basis, holiday pay for eligible Regular Part-Time employees will be computed on the basis of hours worked in accordance with Article 11.1. Regular Part-Time employees who accept on-call work on holidays will be paid, at the overtime rate, only for time worked.

## 12. VACATIONS

All employees except Temporary employees shall receive vacations with pay as follows:

12.1 Annual vacation leave for employees shall be computed on the basis of hours worked during each calendar year. The rate that annual vacation leave accrues shall depend on the number of years of total service for the Employer, whether or not total service was broken. If in a calendar year an employee hired before July 1, 1978 will have attained the following number of years of total service, then on the employee's anniversary date, annual vacation leave shall accrue at the following rates. For employees hired after July 1, 1978, their anniversary date for the purpose of accruing annual vacation leave shall be their date of hire.

<u>Total Years of Service</u>	<u>Accrual Rate per Semi-Monthly Pay Period</u>	<u>Vacation Leave Per Year</u>	<u>Maximum Accrual (2x Annual)</u>
0 through 4	3.333 hours	80 hours	160 hours
5 through 9	5.000 hours	120 hours	240 hours
10 through 14	5.833 hours	140 hours	280 hours
15 through 19	6.666 hours	160 hours	320 hours
20 through 24	7.500 hours	180 hours	360 hour
25 years or more	8.333 hour	200 hours	400 hours

<u>Total Years of service</u>	<u>Accrual per hours worked</u>	<u>Vacation and leave per year</u>	<u>Maximum Accrual (2X Annual)</u>
0 through 4	.0385 hours	80 hours	160 hours
5 through 9	.0577 hours	120 hours	240 hours



10 through 14	.0674 hours	140 hours	280 hours
15 through 19	.0770 hours	160 hours	320 hours
20 through 24	.0865 hours	180 hours	360 hours
25 yrs. or more	.0962 hours	200 hours	400 hours

12.2 An non-probationary employee's vacation is deemed earned at the end of each pay period pursuant to Article 19.

12.3 In computing vacation "years of total service" as used in 12.1 above:

12.3.1 Includes time taken while on leave of absence with pay or military service without pay.

12.3.2 Includes absence because of an on-the-job injury up to eighteen (18) months.

12.3.3 For Regular Part-Time employees, total length of service shall constitute the accumulative number of months in which such employee actually worked eighty (80) hours or more. Such employee will accrue vacation leave on the basis of time actually worked each month.

12.4 Employees shall continue to earn vacation credit for:

12.4.1 A period of one year because of an absence caused by an on-the-job injury.

12.4.2 Any authorized leave of absence where an employee continues his/her pay status.

12.4.3 Any authorized personal leaves of absence not to exceed thirty (30) days in a fiscal year.

12.5 The total number of vacation hours accrued at the end of the first payroll period in January cannot exceed an employee's vacation accrual for the preceding twenty-four (24) month period. Except, however, if during the month of December, the Employer requires an employee to work his/her vacation period that was previously scheduled, and approved, the amount of vacation worked may be carried over in addition to two year's accumulation.

12.6 Whenever an employee with more than ninety (90) working days service is laid off or terminated, his/her accrued and unused vacation hours shall be paid in accordance with state law.

- 12.7 Employees shall be permitted to choose either a split or entire vacation.  
Employees shall have the right to determine their vacation time on the basis of seniority as provided in Article 10.

### 13. HEALTH AND WELFARE

13.1 The Employer shall pay into the Oregon Laborers-Employers Trust Fund on behalf of each regular and emergency employment employee who works eighty (80) hours or more per month, the required monthly premium under the Health Maintenance Medical Plan. New employees who work eighty (80) hours or more by the twentieth (20th) day of a month, will be eligible to use their health and welfare one month earlier than is provided in the Oregon Laborers-Employers Health and Welfare Trust Fund Handbook as it reads of this date. For detailed eligibility requirements check the Oregon Laborer-Employee Health and Welfare Trust Fund Handbook. Such sum shall be applied to purchase monthly medical, psychiatric, dental, eye care, insurance and sick leave benefits under such Fund for each eligible employee and his or her eligible dependents in accordance with the Health Maintenance Medical Plan of the Fund. Payments shall be submitted each month on behalf of eligible employees and dependents for the preceding month to Oregon Laborers Trust Funds, 2929 N. W. 31st Avenue, Portland, Oregon 97210, the administrators of the Fund. The parties recognize the administrative desirability of a single health and life insurance program for all employees. Employees of the Employer who are employed at the Washington Park Zoo and who are outside the Bargaining Unit covered by this Agreement may, at Employer option, be covered by such insurance on the same terms as specified above under uniform rules of eligibility and qualification as specified in the applicable plan. Regular Part-Time employees, after they have worked ninety (90) working days and work eighty (80) hours or more per month, will be provided health and welfare coverage.

13.2 Any eligible employee who does not work the required eighty (80) hours per month during the preceding month shall have the option to self-pay, by payroll deduction or by direct payment. Payroll deduction shall be contingent upon and operative only in the event an employee works a sufficient number of hours during a subject month to cover the required payment. Temporary employees are not eligible for health and welfare coverage as provided by this Agreement.

~~13.2.1 During the term of this Agreement the Employer will pay the following amounts for health insurance coverage provided by the Oregon Laborers Trust Fund pursuant to Article 13.1.~~

~~(a) Effective July 1, 1991 to June 30, 1992, the Employer shall pay into the Oregon Laborers-Employers Trust Fund an amount not to exceed 412.5% of the \$308.84 composite rate paid during 1990-91.~~

~~(b) Effective July 1, 1992 to June 30, 1993 the Employer shall pay into the Oregon Laborers Employers Trust Fund an amount not to exceed 122.5% of the \$308.81 composite rate paid during 1990-91.~~

~~(c) Effective July 1, 1993 to June 30, 1994, the Employer shall pay into the Oregon Laborers Employers Trust Fund an amount not to exceed 132.5% of the \$308.81 composite rate paid during 1990-91.~~

~~(d) Effective July 1, 1994 to June 30, 1995, the Employer shall pay into the Oregon Laborers Employers Trust Fund an amount not to exceed 142.5% of the \$308.81 composite rate paid during 1990-91.~~

13.2.1 During the term of this Agreement, Metro will contribute full premium costs for health insurance coverage provided by the Oregon Laborers Trust (OLT) for those employees who elect OLT health coverage.

13.3 Effective July 1, 1991, all regular employees, and regular part-time employees who work 20 hours or more per week may enroll in the Metro sponsored health and welfare plan. Metro sponsored health coverage will include medical, dental and vision coverage for the employee and his/her dependents. Metro sponsored Welfare coverage will include long term disability, accidental death and dismemberment, life and dependent life insurances, pursuant to Article 13.5.

13.4 During the term of this Agreement Metro will pay the following amounts for medical, dental and vision coverages:

~~(a) Effective July 1, 1991, Metro shall contribute an amount not to exceed 112.5% of the composite rate of \$308.81 that Metro paid during 1990/91 per employee for an equivalent medical, dental and vision plan provided by an HMO and/or indemnity carrier.~~

~~(b) Effective July 1, 1992 Metro shall contribute an amount not to exceed 122.5% of the composite rate of \$308.81 that Metro paid during 1990/91 per employee for an equivalent medical, dental and vision plan provided by an HMO and/or indemnity carrier.~~

~~(c) Effective July 1, 1993, Metro shall contribute an amount not to exceed 132.5% of the composite rate of \$308.81 that Metro paid during 1990/91 per employee for an equivalent medical, dental and vision plan provided by an HMO and/or indemnity carrier.~~

~~(d) Effective July 1, 1994 Metro shall contribute an amount not to exceed 142.5% of the composite rate of \$308.81 that Metro paid during 1990/91 per employee for an equivalent medical, dental and vision plan provided by an HMO and/or indemnity carrier.~~

13.4 During the term of this Agreement Metro will pay the following amounts for medical, dental, and vision coverages for eligible employees:

(a) Effective July 1, 1995, Metro shall contribute up to \$388 per employee per month for the medical, dental and vision plans provided by an HMO and/or indemnity carrier.

(b) In the event that insurance premium costs increase during the term of the contract, then, effective July 1, 1996, July 1, 1997, and July 1, 1998, Metro will contribute up to the remaining 15% of the increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers, CPI-W (January to January) for the City of Portland, Oregon, published by the Bureau of Labor Statistics, US Department of Labor, of salary (\* as established by the formula below) applied to the previous year's actual insurance costs for the combined highest medical, dental and vision coverages provided by Metro.

\* Formula for increases in Metro's contribution for insurance premiums:

June 30 payroll (all regular bargaining unit employees - excluding overtime) × 15% of CPI-W ÷ # of regular employees in the bargaining unit on June 30 payroll × 2 (for Metro contribution for each full month)

(c) In the last year of the contract only, effective July 1, 1998, if the insurance premium cost increases are above the 15% of CPI-W in (c) above, Metro shall contribute up to \$440 per employee per month for the medical, dental and vision plans provided by an HMO and/or indemnity carrier.

(d) In no event shall the increase in Metro's contribution exceed the actual cost of any contract year's combined highest medical, dental and vision premium amounts provided by Metro.

13.5 Life insurance, dependent life, accidental death and dismemberment, and long term disability coverages shall be provided to all employees who enroll in the Metro plan. Such coverages will be provided at no cost to the employee unless adjustments are made by the joint committee, to keep medical, dental and vision costs below the cap for that coverage, pursuant to Article 13.6 of this Agreement.

13.6 ~~No later than July 1, 1991 or~~ Wwithin thirty (30) days from the signing of this Agreement, a joint eight (8) member committee comprised of four (4) members appointed by the Union and four (4) members appointed by Metro shall be formed. Metro shall make available to the committee current information regarding insurance premium rates and projected increases as such information becomes available to Metro. The committee shall meet to consider adjustments to benefits or

coverages to stay below the specified Employer contributions for each year of the Agreement. Each employee may contribute the remainder of the actual composite premium cost greater than the Employer contribution, if necessary.

A lawful meeting shall be comprised of an equal number of Union and Metro Committee members with not less than two of each group. The Committee shall make recommendations to the Executive Officer to keep health care costs under the amounts set forth in Sections 13.2.1 through 13.5 of this article.

The Executive Officer shall consider the committee's recommendations and have the authority to make Plan modifications as necessary. In the event that the parties do not agree, the union has the right to utilize the remedies available under ORS 243.712-243.732 including mediation and factfinding.

13.7 The Employer will not be liable for payroll deduction or premium payment errors, but will make proper adjustment for errors as soon as practicable, upon knowledge of the error.

#### 14. SICK LEAVE

14.1 Regular employees and regular part-time employees shall earn sick leave at the rate of .05 hours per hour in pay status to a maximum of 104.4 hours in a calendar year. four (4) hours per biweekly payroll period or 4.333 hours per semimonthly pay period; provided, ~~Regular Part-Time employees shall earn sick leave at the rate of four (4) hours for each eighty (80) hours worked.~~ Qualified employees shall be eligible for use of earned sick leave after ninety (90) calendar days service with the Employer.

The parties agree that in those instances where the provisions of this article are in conflict with current Workers' Compensation law and administrative rules, said laws and administrative rules will prevail.

14.2.1 An employee shall be entitled to use a maximum of four (4) consecutive calendar days sick leave without a doctor's certificate if the employee has accumulated not less than four hundred (400) hours of sick leave. Otherwise, the employee will be entitled to use a maximum of three (3) consecutive calendar days sick leave without a doctor's certificate. If an employee is on sick leave prior to his/her regular weekly scheduled days off, the scheduled days off will not be counted for the purpose of requiring a doctor's certificate. When a doctor's certificate is required, it will contain the date of treatment and the date the employee may return to work. Pregnancy shall be considered an illness for the purpose of this Article. Employees may accumulate unlimited sick leave. Employees may use up to five (5) days in any fiscal year for illness in his/her immediate family; (immediate family means spouse, children, father, mother) if supported by

a statement from the attending physician. Notwithstanding the foregoing, any employee who is considered to be misusing sick leave may be subject to discipline pursuant to Article 25 - Discipline and Discharge and/or may be required to furnish a doctor's certificate for each day of illness. "Misusing sick leave" shall include (a) exhaustion of all accrued sick leave, and/or use of four (4) days of sick leave in the preceding six (6) months. No employee shall be disciplined or discharged for misusing sick leave solely on the basis of (a) or (b) above unless the employer has first notified the employee that he/she appears to be misusing sick leave and given the employee an opportunity to respond. The assistant director must concur with any discipline imposed pursuant to this section.

14.2.2 In addition, employees using sick leave shall notify or cause to be notified, his/her immediate supervisor or his/her designee ~~within one (1) hour of~~ thirty (30) minutes before commencement of his/her shift. However, animal keepers must notify the supervisor on duty before the start of their shift consistent with usual practice. Sick leave with pay may not be allowed unless such report has been made.

14.3 Upon application, supported by a statement of the attending physician, a leave of absence will be granted without pay for a period not to exceed one (1) year in cases of pregnancy, personal illness or physical disability that is non-job-related. Any employee requesting such a leave shall file such request in writing with the Director and attach thereto a statement of the attending physician. Such leave shall also be granted for critical illness in the immediate family if supported by a statement of the attending physician and by proof that the illness requires the employees attendance. Employees upon ceasing work, shall use such vacation and sick leave as may have been earned, except that such vacation time must have been regularly available to him or to her during the calendar year and the sick leave shall not exceed the amount which has been earned up to the time the employee ceases work. The leave of absence without pay shall commence immediately; or if used, upon exhaustion of earned sick leave and vacation. After a leave of absence of ninety (90) working days or longer, an employee desiring to return to work must give the Employer ten (10) days written notice of their intent to return. However, if a vacancy does not exist at the time such employee decides to return from a leave, he/she shall be placed on the appropriate laid-off list in accordance with seniority which list shall be subject to the provision of section 10.5.4. Pregnant employees who continue to work after knowledge of their pregnancy shall sign a release of liability in favor of the Employer concerning possible harm to the fetus from animal-related diseases.

14.4 Temporary employees shall accrue no sick leave benefits.

14.5 Sick pay is provided in a specified amount per week as of the execution of this Agreement, as a consequence and as a part of the Health and Welfare coverage

provided under Article 13 of this Agreement. It is mutually agreed that there will be no duplication of sick leave benefits paid by the Oregon Laborers-Employers Trust Fund and sick leave provided under this Agreement. As a consequence, any such leave benefits paid by the Oregon Laborers- Employers Trust Fund shall be credited against any sick leave payments which would otherwise be payable by the Employer under this Article 14 and shall not be payable by the Employer. Any sick leave payments from the Health and Welfare Fund with which the Employer is credited shall (not) be charged against the employee's accumulated sick leave under section 14.1 of this Article 14. Employees eligible for sick pay from the Trust Fund must apply for said pay, and shall not be paid by Metro for amounts which should have been received from the Trust Fund.

14.6 During an absence due to an industrial accident which is accepted by Workers' Compensation, any employee covered by this Agreement shall be entitled to receive an income supplement from the Employer for as many days as he/she had accrued sick leave on the day of the accident. The Employer and the Union agree that the daily supplement will be 1/3 of the normal gross daily wages. Both parties agree to the principle that the employee should suffer no financial penalty nor should the employee have a financial advantage by being in a disability status. Medical progress reports and an independent medical examination may be required as a condition of all such payments. The cost of an independent medical examination will be paid by the Employer.

14.6.1 On an employee's date of hire, he/she shall be credited with a total of fifteen (15) days of industrial accident leave. Such leave shall be available for time lost because of industrial injury for two (2) years from the employee's date of hire and shall be used prior to the supplement outlined in 14.6 above.

14.6.2 Payments made by the Employer under subsections 14.6 and 14.6.1 above shall not be charged to accrued sick leave.

14.6.3 If an employee exhausts all benefits in 14.6 and 14.6.1 above, and remains employed with Employer, the Employer shall maintain the employee's health and welfare insurance benefits for a period not to exceed three (3) months, providing he/she was eligible for Employer-paid benefits at the time of the accident.

14.6.4 Any employee who suffers an industrial accident shall have the right for a period of eighteen (18) months to return to the position he/she held at the time of his/her accident if he/she is physically capable of performing the duties of such position.

14.6.5 If an injured employee has become medically stable and is physically unable to return to the position he/she held at the time of injury, or the

eighteen (18) month period in 14.6.4 has expired, then he/she will be re-employed in accordance with applicable State law.

14.6.6 Employees whose benefits under 14.6 have expired will automatically be placed on an Industrial Accident Leave of Absence. However, an employee who has not returned to work within the eighteen (18) month period in 14.6.4 shall have his/her seniority frozen and shall accumulate no further seniority until they return to work.

14.6.7 Employees hired as replacements for persons on Industrial Accident Leave, in accordance with 14.6.4, 14.6.5 and 14.6.6, will be informed as to the right of an injured worker to return to his/her job.

14.7 The Employer agrees to convert sick leave pay, upon retirement, to a PERS Supplement, as contemplated by ORS 237.153.

14.8 The Employer agrees to convert sick leave pay upon retirement, for those employees covered under the Employer's private retirement program on the same basis as those employees under PERS.

14.9 No sick leave pay shall be paid for injuries related to outside employment.

14.10 Employer and Union agree to work together during the period of the Agreement to identify and curb abuse of sick leave and industrial accident benefits.

14.11 An employee using twenty-four (24) hours or less sick leave in a fiscal year, shall be credited with one (1) day of additional vacation or pay (to comply with Letter of Understanding).

14.12 Parental leave as provided under this Article shall be no less than provided for in ORS 659.360.

## **15. OTHER LEAVES**

15.1 An employee absent from duty by reason of the death of his or her spouse, parents, children, sister, brother, grandparent, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law or son-in-law shall be allowed not to exceed two (2) days time off duty without deduction of pay on account of such absence.

15.2 An additional two (2) days leave shall be allowed an employee for necessary funeral travel time in the event of a death in his/her immediate family. Approval for such travel time shall be made by the Director.



15.3 Under exceptional circumstances, leave for death may be granted by the Director upon the death of a person other than the employee's immediate family.

15.4 When an employee attends a funeral ceremony for a fellow employee within his/her own Department, he/she will be granted four (4) hours time off with pay to attend such funeral ceremony, subject to the needs of the operation.

15.5 With reasonable advance notice and with consent of the Employer, employees may be permitted other unpaid leaves of absences under the following conditions:

15.5.1 Personal leaves of absence, where the employee will return to work within ninety (90) working days. Personal leaves of absence shall not be granted for other outside employment.

15.5.2 Job related educational leaves of absence may be granted for a period not to exceed one (1) year.

Educational leave privileges will be rescinded in those instances where an employee is found to be engaged in other employment not directly related to the pre-approved education program.

The return to work criteria shall be that used in 14.3, except that accrued sick leave may not be used during an educational leave of absence.

## 16. JURY DUTY

16.1 All employees shall be granted leave with pay and without loss of any benefits of his/her employment, to serve as a juror or witness in response to a subpoena or similar service issued out of a state or federal court, subject to the following provisions:

16.1.1 The employee granted such leave shall pay all money received for his/her service as juror or witness to the Employer, less any travel allowance received.

16.1.2 Where the employee is required to serve as a juror or witness on a scheduled day off or vacation days, and such day cannot reasonably be rescheduled, he/she may retain the fee paid for service as a juror or witness on his/her day off or vacation day.

16.1.3 If an employee granted leave under this Article is excused from service as juror or witness with more than two (2) hours remaining in his/her work shift, he/she shall notify his/her supervisor and shall report to work the remainder of his/her shift if his/her supervisor requests him/her to do so.

For the purpose of this Article, the employee shall be considered as working the day shift.

## **17. SAFETY--SANITATION**

17.1 The Employer will exert every reasonable effort to provide and maintain safe working conditions, and the Union will cooperate to that end and support the Employer when discipline is reasonably required in the case of safety regulation violations.

17.2 The Union will encourage their members to work in a safe manner. Metro agrees to provide a safe and healthful workplace, as required by law. Metro also agrees to provide and maintain all clothing, tools and equipment required by Metro for use by the employee.

Metro and the Union will establish joint labor-management safety committees in compliance with current Oregon law and administrative rules. Joint Safety committees will be established to represent the following primary places of employment:

1. Metro Center
2. Metro Washington Park Zoo
3. All Solid Waste facilities under Solid Waste Department and control.

Metro and the Union will each elect or appoint an appropriate number of representatives and alternates to the committees specified above in accordance with the statute. Metro and the Union agree to establish new committees as required by expansion or reorganization. Each safety committee shall inquire into and make recommendations to Metro on all safety issues in the work area.

17.2.1 Each month each supervisor shall hold a safety meeting with his/her crew. The supervisor will report on the action or disposition of any recommendations or complaints of the safety committee that would have an effect on his/her crew.

17.3 All work performed by the employees shall be governed by the provisions set forth in the Oregon State Safety Codes.

17.4 No employees shall operate any vehicle or machinery which does not comply with the Safety Codes or the laws of the State of Oregon.

17.4.1 Whenever any automotive or other equipment is taken out of service for safety or mechanical reasons, the Employer shall place a tag on the

equipment stating the equipment is out of service. A record of service will be maintained and be available for review by the operator of such equipment.

- 17.5 Any employee who believes that any working condition or machinery is unsafe, shall immediately call it to the attention of the safety committee or his/her supervisor.
- 17.6 No employee shall be disciplined for refusal to violate the Safety Code or the laws of the State of Oregon.
- 17.7 Any condition which the Union believes a violation of reasonable sanitation practices may be taken up through the Grievance procedure under Article 26.
- 17.8 Where noxious or poisonous gases may accumulate, the Employer shall provide proper protection and ventilation. Proper lighting and ventilation shall be provided for all enclosed working spaces.
- 17.9 No employee shall be required to work alone in a situation in which working alone is hazardous. In the determination of whether it is hazardous to work alone, the Employer's safety officer, the Union, and the safety committee of the operation involved shall meet to discuss and make recommendations as to what constitutes such a hazardous condition when the question arises.
- 17.10 Each employee shall be required to wear such safety and protective apparel and devices as furnished by the Employer.

## 18. UNION REPRESENTATION

- 18.1 The Business Representative of the Union shall have access to the Zoo and Parks facilities, provided he/she does not interfere or cause employees to neglect their work.
- 18.2 It is recognized by the Employer that shop stewards are desirable for the proper administration of the terms of this Agreement. The parties also recognize that it is desirable that the person designated as steward shall perform his/her fair share of the work that he/she is qualified to perform. In no event shall the Employer discriminate against a steward in the matter of layoffs or rehires or discharge him/her on account of the proper performance of his/her steward's duties.
- 18.3 The Union shall have a right to take up any disciplinary action brought against a shop steward by the Employer as a grievance at Section 26.1.2 of the Grievance Procedure, and the matter shall be handled in accordance with this procedure through arbitration, if deemed necessary by either party.

## **19. PAY**

- 19.1 Payday shall be either biweekly or semimonthly. Payday shall be within ten calendar days of the close of each pay period. Employees shall be paid prior to the end of their assigned shift.
- 19.2 The Employer shall account to the employee on his/her paycheck stub for overtime hours, straight time hours, and vacation and sick time earned and accumulated in the same manner such accounting is made to all other Metro employees.
- 19.3 Work time shall be reflected on time cards provided by the Employer. Employees reporting after the scheduled reporting time shall be paid as of the nearest one-tenth (1/10) of an hour.

## **20. STRIKES AND LOCKOUTS BARRED**

There shall be no lockouts on the part of the Employer, nor suspension of work on the part of the employees. This Agreement is a guarantee that for the duration of the Agreement there will be neither strikes nor lockouts, and that all complaints, grievances or disputes arising under its provisions will be settled pursuant to its grievance procedure.

## **21. MAINTENANCE OF STANDARDS**

- 21.1 The Employer agrees that all conditions of employment in its individual operations relating to wages, hours of work, overtime differentials and general working conditions directly related to job performance shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, except where those standards have been modified through collective bargaining. It is agreed that the provisions of this Article shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement, if such error is corrected with ninety (90) days from the date of error. Any disagreement between the local Union and the Employer with respect to this matter shall be subject to the grievance procedure.
- 21.2 As of the effective date of this Agreement, Personal Holiday accrual (§11.1.1), defined holiday scheduling (§11.4), vacation accrual during leaves (§12.4.3), vacation carryover (§12.5) and sick leave for family illness (§14.2) are to be based upon fiscal rather than calendar years. It is agreed that such conversion from a calendar to a fiscal year basis shall not cause any employee to lose or gain any benefit to which the employee would or would not have otherwise been entitled pursuant to the previous calendar year basis for such benefits.

## 22. WAGES

22.1 Wages shall be paid in accordance with the provisions of Schedule A attached hereto, as follows:

(a) Effective July 1, 1991, the rates and ranges of all employees shall not be increased, but employees shall receive in lieu of a wage increase, a 6% contribution to PERS pursuant to Article 27.

Effective July 1, 1992, the rates and ranges of all employees shall be increased by eighty-five percent (85%) of the increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers, (CPI-W) (January to January) for the City of Portland, Oregon, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase be less than three percent (3%) or greater than six percent (6%).

Effective July 1, 1993, the rates and ranges of all employees shall be increased by eighty-five percent (85%) of the increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers, (CPI-W) (January to January) for the City of Portland, Oregon, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase be less than three percent (3%) or greater than six percent (6%).

Effective July 1, 1994, the rates and ranges of all employees shall be increased by eighty-five percent (85%) of the increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers, (CPI-W) (January to January) for the City of Portland, Oregon, published by the Bureau of Labor Statistics, U.S. Department of Labor. However, in no event shall the salary increase be less than three percent (3%) or greater than six percent (6%).

(b) Effective July 1, 1995 and July 1, 1996 the rates and ranges of all employees shall be increased by one-hundred percent (100%) of the increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers, CPI-W (January to January) for the City of Portland, Oregon, published by the Bureau of Labor Statistics, US Department of Labor. However, in no event shall the salary increase be less three percent (3%) or greater than six percent (6%).

(c) Effective July 1, 1997, and July 1, 1998 the rates and ranges of all employees shall be increased by eighty-five percent (85%) of the increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers, CPI-W (January to January) for the City of Portland, Oregon, published by the Bureau of Labor Statistics, US Department of Labor. However, in no event shall the salary increase be less three percent (3%) or greater than six percent (6%).

22.2 Before classifying a newly created position or reclassifying or merging an existing position or positions, the Employer shall notify the Union and discuss the effect thereof. The Union agrees that the Employer has the sole authority to classify, reclassify and merge positions. The above does not preclude the Union from monitoring the Employer's classification and reclassification of positions in Schedule A.

22.3 Whenever the Employer creates a new classification which comes under the jurisdiction of the Union, or modifies the job duties of existing classifications, the Employer and the Union shall meet immediately to negotiate a wage scale as a result of such changes. If agreement is not reached, the Employer may implement the wage scale on an interim basis. Final wage scale determination will be made by a three (3) person panel consisting of one (1) Employer selected representative, one (1) Union-selected representative, and one (1) neutral party to be selected by mutual agreement between the Employer and the Union.

22.4 All job classifications covered by this Agreement shall have a description of the duties and responsibilities made up by the Employer and available for inspection. It is agreed that if the Employer intends to modify existing job descriptions, both parties shall meet and discuss such changes prior to such changes taking effect.

## 23. CLOTHING

23.1 Where the Employer now furnishes, ~~launders~~ and requires specified working clothing for employees in its various operations, such practice will continue. Employees shall be required to wear such clothing. The Employer may expand this policy to any of its operations covered by this Agreement. The employer agrees to have a washer and dryer available on the premises at the Zoo for Zoo employees to launder their work clothes in an emergency situation.

23.2 The Employer will furnish raincoats and rainpants in those cases where the nature of the work requires employees to work out-of-doors in inclement weather. The Employer will also furnish a winter coat for any regular part-time or regular full-time employee who requests it.

23.3 Any employee with ninety (90) working days of service or more, working in a position where the Employer requires safety shoes, shall be reimbursed upon proof of purchase, up to \$75.00 annually and may accumulate two (2) years annual allowance for the purchase of safety shoes. Purchase of safety shoes shall be on the employee's time. Such safety shoes must be worn when on duty. Proof of purchase shall be on authorization forms issued by the Employer.

## **24. UNION BULLETIN BOARDS**

The Employer shall furnish bulletin boards in places mutually satisfactory to the Employer and the Union. Such bulletin boards shall be used by the Union to post notices of interest to the employees.

## **25. DISCIPLINE AND DISCHARGE**

25.1 Disciplinary actions shall include only the following: oral reprimand, written reprimand, demotion, suspension or discharge in writing.

25.1.1 Disciplinary action or measures may be imposed only for just cause. Disciplinary actions imposed upon an employee may be processed as a grievance through the regular grievance procedure. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

25.2 The Employer shall not discharge any non-probationary employee without just cause. If, in any case, the Employer feels there is just cause for such discharge, the employee involved will be suspended for five (5) working days without pay or accrual of benefits. The employee and his/her Union representative will be notified in writing that the employee has been suspended and is subject to discharge. Such notification shall state the reason in detail for the suspension and discharge specifying dates, locations, and the particular nature of the reason for the suspension and discharge.

25.2.1 The Union shall have the right to take up the suspension and/or discharge as a grievance as specified at 26.1.2 of the Grievance procedure, and the matter shall be handled in accordance with this procedure through arbitration, if deemed necessary by either party.

25.2.2 Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment, or as otherwise stipulated by mutual agreement or by an arbitrator under the grievance procedure hereinafter set forth.

25.3 The first ninety (90) working days of an employee's employment shall constitute a probationary period. During the probationary period an employee may be terminated for any reason without recourse under the Grievance and Arbitration procedures of this Agreement.

25.4 If the Employer has reason to discuss any disciplinary action with an employee, the employee shall be given the option of having a Union representative present at any such discussion.

25.5 Upon request of an employee records of reprimands shall be removed from an employee's personnel file after one (1) year, provided, however, that the employee has taken corrective action, and has received no other disciplinary actions.

## **26. GRIEVANCES, COMPLAINTS AND ARBITRATION**

26.1 A grievance for the purpose of this Agreement is defined as a dispute regarding the meaning or interpretation of a particular clause of this Agreement or regarding an alleged violation of this Agreement. Grievances shall be processed in the following manner:

26.1.1 Any employee with a grievance shall refer the matter orally within 7 calendar days or in writing within 14 calendar days of the date upon which the alleged grievance occurred. The employee may be accompanied by a Union representative in any discussion following such reference to the supervisor. The Union may take up any grievance with or without the consent of the employee.

26.1.2 If the matter is not settled within ten (10) calendar days of reference to the supervisor, the matter may be referred to the Director, provided that such reference shall be in writing, shall state the nature of the grievance, the section of the Agreement allegedly violated, and the remedy requested, and shall be presented to the Director or his/her designated representative within fifteen (15) calendar days of the expiration of the ten (10) calendar day period for settlement with the supervisor. The Director, or his/her designate, and such assistants as he/she may select shall meet promptly to attempt to settle such grievance with the grievance committee of the Union.

26.1.3 Should the grievance committee and the Director fail to effect a settlement of the dispute within ten (10) calendar days of its submission to the Director, the Union shall have the right to perfect and submit the grievance in writing to the Executive Officer, provided that such submission shall be within twenty (20) calendar days from the date of submission to the Director.

26.1.4 Should the parties fail to settle the dispute with the Executive Officer within fifteen (15) calendar days from the date of submission to him/her, it may be referred in writing within ten (10) calendar days thereafter to a Board of Adjustment, or mediation upon mutual agreement of parties which shall convene to hear the matter. The Board of Adjustment shall consist of two (2) members designated by the Executive Officer and two (2) members designated by the Union involved. Members of the Board of Adjustment designated by the Executive Officer and the Union shall not be from the Department or local union involved. The Board of Adjustment



shall convene within twenty (20) calendar days following referral of the grievance to hear evidence submitted by the Union involved, the grievant, the Department involved, or the Executive Officer. The Board of Adjustment shall decide the issue by majority vote of its members within five (5) calendar days following the hearing. The decision of the Board of Adjustment shall be final and binding on all parties.

26.1.5 If the grievance remains unresolved by mediation, or by reason of a Board of Adjustment deadlock, the Union shall have the right to submit the matter to arbitration. In the event the Union elects to do so, it must notify the Executive Officer of its decision in writing within twenty-one (21) calendar days from the date of the decision of the Board of Adjustment. After the grievance has been so submitted, the parties or their representatives shall jointly request the State Mediation and Conciliation Service for a list of names of seven (7) arbitrators. The parties shall select an arbitrator from that list by such method as they may jointly select or, if they are unable to agree upon a method, then by the method of alternate striking of names under which the grieving party shall strike the first name objectionable to it, and the Employer shall then strike the first name objectionable to it. The final name left on the list shall be the arbitrator.

26.2 The arbitrator's decision shall be final and binding, but he/she shall have no power to alter, modify, amend, add to or detract from the terms of this Agreement. His/her decision shall be within the scope and terms of this Agreement and shall be given in writing forty-five (45) days after the hearing. However, nothing in this section prohibits the parties from attempting to resolve the grievance through mediation.

26.3 The Employer and the Union shall divide equally and pay the arbitrator's fee, the cost of any hearing room and cost of reporting if requested by the arbitrator. All other expenses shall be borne by the party incurring them.

## **27. RETIREMENT**

27.1 Effective July 1, 1991, and during the term of this Agreement, all eligible unit employees shall participate in the Oregon Public Employees Retirement System (PERS), as provided in the Oregon Revised Statutes. The extent of PERS membership shall include prior eligibility service, and the unused sick leave option, which shall become effective July 1, 1992. PERS membership shall not include prior benefit service.

27.2 Metro agrees to pay the employee's contribution to the Oregon Public Employees Retirement System in the amount of six (6%) percent of the employee's base salary, in addition to required employer contributions.

27.3 Employer may alter or amend the plan or plans provided in paragraph 27.1, change the insurance carrier or funding agent or consolidate, adopt and execute a substitute plan or plans provided that the total employer contribution to such plan or plans shall not be less than eleven (11) percent of earned wages and that current vesting practices shall not change in any way which would result in a decrease in retirement benefits to any given employee. Employer and Union will meet and confer prior to any such action by Employer.

## 28. SAVING CLAUSE

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree immediately to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

## 29. TERMINATION -- RE-OPENING

29.1 This Agreement shall be in full force and effect from July 1, ~~1994~~ 1995 until June 30, ~~1995~~ 1999, and it shall cease and expire on that date.

29.2 The Union will notify the Employer, not later than January 15, ~~1995~~ 1999, that it intends to reopen this Agreement for the purpose of negotiation all or part of this Agreement.

29.3 If notice is given as herein provided, representatives of the Employer and the Union shall meet and shall negotiate proposed changes without unnecessary delay. In the event that agreement is not reached prior to the expiration of this contract, the contract shall remain in effect during the continued good faith negotiations.

For METRO:

For LIU Local 483:

By: \_\_\_\_\_  
Mike Burton  
Executive Officer

By: \_\_\_\_\_  
Glen Feuerborn  
Business Manager

**BEFORE THE METRO COUNCIL**

**FOR THE PURPOSE OF CONFIRMING  
A CITIZEN MEMBER APPOINTEE TO  
THE METRO POLICY ADVISORY  
COMMITTEE (MPAC)**

) RESOLUTION NO. 96-2289  
)  
)  
) Introduced by Mike Burton,  
) Executive Officer

WHEREAS, The Metro charter, and Metro Code Section 6.01.030, provides that three citizen members of the Metro Policy Advisory Committee (MPAC) shall be appointed by the Executive Officer and confirmed by the Metro Council, and;

WHEREAS, The citizen members representing Metro serve indefinite terms until such time as they may be replaced by subsequent appointment or appointments of the Executive Officer and confirmed by the Metro Council.

**BE IT RESOLVED,**

That Mitchell C. Wall be confirmed as a citizen member of the Metro Policy Advisory Committee (MPAC).

ADOPTED by the Metro Council this \_\_\_\_ day of \_\_\_\_\_, 1996.

---

Jon Kvistad, Presiding Officer

## STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 96-~~1289~~ FOR THE PURPOSE OF CONFIRMING A CITIZEN MEMBER APPOINTEE TO THE METRO POLICY ADVISORY COMMITTEE (MPAC).

---

Date: February 12, 1996

### PROPOSED ACTION:

To adopt a resolution naming Mitchell C. Wall to serve as citizen member of MPAC representing Metro. Council approval constitutes confirmation as required by the Metro Charter and Metro Code Section 6.01.030.

### BACKGROUND:

Mitch Wall has a long history of citizen involvement in Clackamas County and Milwaukie. Mitch has been an active member of his community through his service on various boards and committees. This includes currently chairing the District Advisory Board of North Clackamas Parks and Recreation District, serving on the North Clackamas Parks Foundation Board, the Milwaukie Community Center Advisory Board and as the current director of the Milwaukie Rotary Club's International Service Program.

Mitch's contribution and connection to the business community in Milwaukie and Clackamas County has also been noticed. In 1993 he was chosen the North Clackamas County Chamber of Commerce Business Person of the Year

I recommend Mitch Wall's appointment to MPAC. I believe that he will provide an important citizen voice to the committee based on years of community service and civic involvement.

**BEFORE THE METRO COUNCIL**

**FOR THE PURPOSE OF CONFIRMING  
A CITIZEN MEMBER ALTERNATE TO  
THE METRO POLICY ADVISORY  
COMMITTEE (MPAC)**

) RESOLUTION NO. 96-2290  
)  
)  
) Introduced by Mike Burton,  
) Executive Officer

WHEREAS, The Metro charter, and Metro Code Section 6.01.030, provides that three citizen members of the Metro Policy Advisory Committee (MPAC) shall be appointed by the Executive Officer and confirmed by the Metro Council, and;

WHEREAS, The MPAC by-laws, Section 2 (e), provides that members and alternates representing citizens will be appointed by the Executive Officer and confirmed by the Metro Council.

WHEREAS, The citizen members representing Metro serve indefinite terms until such time as they may be replaced by subsequent appointment or appointments of the Executive Officer and confirmed by the Metro Council.

**BE IT RESOLVED,**

That Demi Desoto be confirmed as a citizen alternate of the Metro Policy Advisory Committee (MPAC).

ADOPTED by the Metro Council this \_\_\_\_ day of \_\_\_\_\_, 1996.

---

Jon Kvistad, Presiding Officer

**STAFF REPORT**

**IN CONSIDERATION OF RESOLUTION NO. 96-~~2290~~ FOR THE PURPOSE OF CONFIRMING A CITIZEN MEMBER ALTERNATE TO THE METRO POLICY ADVISORY COMMITTEE (MPAC).**

---

Date: February 12, 1996

**PROPOSED ACTION:**

To adopt a resolution naming Demi DeSoto to serve as citizen alternate to MPAC representing Metro. Council approval constitutes confirmation as required by the Metro Charter and Metro Code Section 6.01.030.

**BACKGROUND:**

Demi DeSoto is an active and involved member of his community. He brings with him the distinction of service to many important community boards and organizations in Clackamas County. This includes service to the North Clackamas School District on their Business Advisory Task Force and serving on the Sheriff's Citizens Advisory Council for the Clackamas County Enhanced Law Enforcement District .

Demi's contribution and connection to the business community is even stronger. His service includes work on the Clackamas County Economic Development Commission's EDC Marketing Committee and the Clackamas Town Center Area Study Task Force.

I recommend Demi DeSoto's appointment to MPAC. I believe that he will provide an important citizen voice on the committee based on years of business leadership and civic involvement.

## **STAFF REPORT**

### **RESOLUTION NO. 96-2285, AUTHORIZING A PHASE II INTERGOVERNMENTAL AGREEMENT WITH MULTNOMAH COUNTY REGARDING PARKS AND OTHER FACILITIES**

Date: February 2, 1996

Presented by: Executive Officer Mike Burton

#### **FACTUAL BACKGROUND AND ANALYSIS**

The Metro Council adopted Resolution No. 93-1877 on December 9, 1993, authorizing an Intergovernmental Agreement (IGA) between Metro and Multnomah County for transfer of the management of certain Multnomah County facilities to Metro. Facilities transferred included the Expo Center, Blue Lake and Oxbow Regional Parks, Glendoveer Golf Course, fourteen Pioneer Cemeteries, and other park and marine facilities and natural areas. The agreement anticipated a Phase II agreement for transfer of ownership of the facilities, to be concluded by December 31, 1995 with transfer effective July 1, 1996.

Staff from both agencies began meeting in the spring of 1995 to identify issues and recommend potential agreement language to a negotiating team. Staff issued a report to the negotiating teams on September 25 which identified the issues that had been resolved and those still outstanding. Negotiating team members were Executive Officer Mike Burton, Presiding Officer Ruth McFarland, and Administrative Services Director Doug Butler from Metro, and Chair Beverly Stein, Commissioner Tanya Collier, and Environmental Services Director Betsy Williams from Multnomah County. The negotiating teams met on October 2 and November 27, reaching agreement on the issues at the November 27 meeting. Subsequently, the Metro Council and Multnomah County Board of Commissioners adopted resolutions extending the original IGA's deadline for adoption of a Phase II agreement from December 31, 1995 to April 1, 1996, in order to allow time to draft and conclude a formal written agreement.

Resolution 96-2285 would authorize the Executive Officer to conclude the Phase II agreement with Multnomah County. Major issues covered in the Intergovernmental Agreement include:

- County transfers ownership of all facilities to Metro, with one exception. Ownership of Oxbow Regional Park would not transfer, in order that State Recreational Vehicle (RV) registration fees could continue to help support the parks system; State policy currently provides that these fees are to be shared with counties that own or operate parks. The agreement stipulates that Metro will seek a change in this policy which would allow Metro to receive these fees in support of Metro's regional parks system, and that Multnomah County will assist Metro in that effort. Ownership of Oxbow will follow if the law is changed to allow Metro to receive RV funds.

- Transfer of ownership of the Expo Center will become effective upon adoption of the IGA; all other facilities will be transferred effective July 1, 1996.
- County will transfer \$1.2 million from its Natural Areas Fund to support the operations of the transferred park and cemetery facilities. Provision is made for County to purchase land on Sauvie Island adjacent to Howell Territorial Park using a portion of these funds in FY 1995-96, subject to Metro approval. County had previously committed to do so if an agreement with the seller could be reached.
- County will amend its marine fuel tax ordinance to allow Metro to receive its proceeds in support of the facilities.
- County will continue ownership of the Morrison Building, adjacent to Lone Fir Cemetery; space in that building currently used by cemetery staff will continue to be available without rent through FY 1998-99.
- County will budget sufficient funds for the County Sheriff to continue current patrol functions at Blue Lake and Oxbow Regional Parks.
- The County Sheriff will continue to use office, dock, and related space at the Gleason and Chinook Landing marine facilities.
- Metro may continue to use certain County services at internal County rates, at Metro's option. These services include fleet management, radios, water quality testing, and sign fabrication.
- Metro shall administer the County's local share funds from Measure 26-26.

#### **EXECUTIVE OFFICER'S RECOMMENDATION**

The Executive Officer recommends adoption of Resolution No. 96-2285.



**BEFORE THE METRO COUNCIL**

**FOR THE PURPOSE OF AUTHORIZING ) RESOLUTION NO. 96-2285  
A PHASE II INTERGOVERNMENTAL )  
AGREEMENT WITH MULTNOMAH ) Introduced by Mike Burton,  
COUNTY REGARDING PARKS AND ) Executive Officer  
OTHER FACILITIES )**

WHEREAS, Metro and Multnomah County entered into an Intergovernmental Agreement titled "Intergovernmental Agreement Regarding Transfer of Regional Parks, Natural Areas, Golf Courses, Cemeteries, and Trade/Spectator Facilities Presently Owned and Operated by Multnomah County to Metro" dated as of December 9, 1993 (Phase I Agreement); and

WHEREAS, the Agreement was intended to be the first phase of a two-phase transfer of ownership and full responsibility for all Multnomah County parks, natural areas, golf courses, and the Expo Center to Metro; and

WHEREAS, pursuant to the Phase I Agreement Multnomah County and Metro have determined that a final transfer of ownership of the County Facilities transferred to Metro should occur subject to the terms, conditions, obligations and limitations contained in the Phase II Agreement attached as Exhibit "A"; now, therefore,

**BE IT RESOLVED,**

That the Executive Officer is authorized to enter into an agreement providing for the Phase II transfer of Multnomah County parks, natural areas, golf courses, cemeteries,

and trade/spectator facilities presently owned and operated by Multnomah County to Metro in a form substantially similar to the attached Exhibit "A".

ADOPTED by the Metro Council this \_\_\_ day of \_\_\_\_\_, 199\_\_.

---

Jon Kvistad, Presiding Officer

Approved as to Form:

---

Daniel B. Cooper, General Counsel

jep  
1258

# INTERGOVERNMENTAL AGREEMENT

## Phase II Intergovernmental Agreement Regarding Transfer of Ownership of Regional Parks, Natural Areas, Golf Courses, Cemeteries, and Trade/Spectator Facilities Presently Owned by Multnomah County to Metro.

### (PHASE II AGREEMENT)

This Phase II Agreement dated as of \_\_\_\_\_, 1996, is between  
Metro (METRO); and Multnomah County (COUNTY).

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## **RECITALS:**

1. **METRO and COUNTY entered into an Intergovernmental Agreement titled "Intergovernmental Agreement Regarding Transfer of Regional Parks, Natural Areas, Golf Courses, Cemeteries, and Trade/Spectator Facilities Presently Owned and Operated by Multnomah County to Metro" dated as of December 9, 1993 (Phase I Agreement).**
2. **Pursuant to the Phase I Agreement the COUNTY and METRO have determined that a final transfer of ownership of the County Facilities transferred to METRO should occur subject to the terms, conditions, obligations and limitations contained in this Phase II Agreement.**

## **SECTION 1**

### **DEFINITIONS**

**In this Agreement, the following terms shall have the following meanings unless the context indicates otherwise:**

**"Council" or "Metro Council" means the Metro Council provided for in the 1992 Metro Charter, or the lawful successor thereto.**

**"County" means Multnomah County, Oregon, or the lawful successor thereto.**

**"County Chair" means the duly elected Chair of the Multnomah County Board of Commissioners, or the lawful successor thereto.**

**"County Commission" means the Multnomah County Board of Commissioners, or the lawful successor thereto.**

"County Facilities" means all park facilities and natural areas currently owned by COUNTY, and operated by METRO pursuant to the Phase I Agreement including but not limited to Glendoveer Golf Course; Pioneer Cemeteries; the Multnomah County Exposition Center (EXPO), including any COUNTY-owned property appurtenant to EXPO; and any new acquisitions of natural areas by COUNTY. A complete list of all properties contemplated for transfer is attached and incorporated herein as Exhibit 1.

"EXPO" means the Multnomah County Exposition Center, including any COUNTY-owned property appurtenant thereto.

"Metro" means Metro, or the lawful successor thereto.

"Metro ERC" means the Metropolitan Exposition-Recreation Commission.

"Metro ERC Facilities" means the Oregon Convention Center and other convention, trade, or spectator facilities owned by Metro or operated by Metro ERC.

"Metro Executive Officer" or "Executive Officer" means the duly elected Metro Executive Officer provided for in the 1992 Metro Charter, or the lawful successor thereto.

"Other Facilities" means present and future regional parks, natural areas, golf courses, cemeteries, and trade, or spectator facilities other than the County Facilities and current Metro and Metro ERC Facilities.

"Sheriff" means the duly elected Multnomah County Sheriff or the lawful successor thereto.

////

## SECTION 2

### PURPOSE

The purpose of this Phase II Agreement is to provide for the second phase of consolidation of operation, management, and ownership of all regional park facilities, regional natural areas, and trade/spectator facilities owned by COUNTY and operated by METRO, including but not limited to Glendoveer Golf Course, Pioneer Cemeteries, and EXPO, into the mix of natural spaces and trade/spectator facilities currently owned or operated by METRO. The first phase of consolidation was of limited duration pending this full consolidation, which includes transfer of ownership of the County Facilities to METRO. It is understood between COUNTY and METRO that this second phase of consolidation, including transfer of ownership, is of critical importance to both COUNTY and METRO.

This Agreement is not intended to benefit any individual, employee, group of employees, corporation, or other legal entity other than METRO and COUNTY. This Agreement shall not be deemed to vest any rights in, nor shall it be deemed to be enforceable by, any third party in any proceeding whatsoever.

## SECTION 3

### TERMS OF TRANSFER

#### A. Transfer of Ownership

Effective July 1, 1996, COUNTY hereby transfers to METRO all right, title and interest it possesses in the property described herein. The transfer shall be evidenced by the giving of

statutory warranty deeds, thereafter COUNTY shall have no interest in any such property except as specifically provided for in this Agreement.

The properties to be transferred to METRO are:

1. All park facilities and natural areas currently owned or operated by COUNTY, or purchased by COUNTY, or purchased by COUNTY through its natural areas acquisition and protection fund program referred to in Section 3 E(3) of the Phase II Agreement;
2. Glendoveer Golf Course;
3. Pioneer Cemeteries; and
4. EXPO.

A complete list of all properties to be transferred is attached and incorporated herein as Exhibit 1.

The recording of deeds shall occur as soon as is practicable on or after July 1, 1996.

METRO may request that surveys be conducted by COUNTY, as may be reasonably necessary, in order to determine property boundaries.

**B. Prior Transfers and Assignments**

All transfers of funds, and personnel from COUNTY to METRO pursuant to the Phase I Agreement are hereby confirmed and deemed completed and final. All assignments by COUNTY of its interests in contracts, licenses, leases and all other agreements transferred or assigned to METRO pursuant to the Phase I Agreement are confirmed and deemed completed and final.

**C. Personal Property**

Effective July 1, 1996, COUNTY hereby transfers to METRO all personal property utilized in operation of the County Facilities, or located thereon, including any personal property associated with the management or operation of the County Facilities.

**D. Natural Areas Acquisition and Protection Fund**

On or before July 1, 1996, COUNTY shall transfer to METRO the balance in the County's Natural Areas Acquisition and Protection Fund which is estimated to be \$1.2 million. The final balance transferred to METRO shall be subject to audit which shall verify that COUNTY has maintained the fund for its stated purpose, in accordance with Multnomah County Resolution No. 93-338 (attached as Exhibit 2) and the Phase I Agreement, and that proceeds from sales of the property known generically as "the Edgefield property" or "Edgefield Manor" which occur or which are agreed to prior to July 1, 1996, shall be placed within the Natural Areas Acquisition and Protection Fund, consistent with Multnomah County Resolution No. 93-338. After transfer of the fund to METRO, COUNTY shall have no further obligation to maintain the fund or place sale proceeds within the fund. METRO shall utilize the fund balance transferred from COUNTY for the sole purpose of maintaining, improving or operating parks and cemetery facilities transferred to METRO by COUNTY.

**E. EXPO/Multnomah County Fair**

COUNTY represents and warrants to METRO (a) that the current arrangements surrounding the Multnomah County Fair, the Multnomah County Fair Board, and Multnomah



County, which, inter alia, require the Fair to pay a fee for the use of EXPO, are lawful, proper, and in full compliance with the provisions of any agreements, deeds, duties, or contracts, express or implied, which exist regarding the Fair or EXPO, and (b) that Multnomah County has full authority to enter into and carry out this Intergovernmental Agreement insofar as EXPO, the Multnomah County Fair, and all other County Facilities are concerned. The provisions of Section 3(F)(1) shall include any claims made by or on behalf of the Multnomah County Fair, the Multnomah County Fair Board, any users of the Fair, or any parties claiming contractual rights, including claims of any third party beneficiaries, with respect to EXPO, the Fair or the COUNTY's past, present, or future actions with respect to EXPO or the Fair. The Multnomah County Fair shall continue to be the sole and exclusive responsibility of COUNTY. METRO shall continue to make EXPO space and expertise available for the Multnomah County Fair, through a contract(s) with the Multnomah County Fair Board. COUNTY may specify the dates for the fair. COUNTY shall give METRO reasonable notice of such dates consistent with normal business practice.

F. Indemnification

1. COUNTY, to the maximum extent permitted by law and subject to and within the limits of the Oregon Tort Claims Act, ORS 30.260 to 30.300, shall defend, indemnify and save harmless METRO, Metro ERC, and their officers, employees, and agents from and against any and all liabilities, damages, claims, demands, judgments, losses, costs, expenses, remedial actions, fines, suits, and actions, whether arising in tort, contract, or by operation of any statute, including the Workers' Compensation laws, 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 that takes place prior to January 1, 1994, arising from the operations of the County Facilities. COUNTY's duty of indemnification shall extend to any pollution condition, contamination, fuel leak, discharge, release or hazard which occurred or originated prior to January 1, 1994, or is the result of conditions which were created prior to January 1, 1994.

2. METRO, to the maximum extent permitted by law, subject to and within the limits of the Oregon Tort Claims Act, ORS 30.260 to 30.300, shall defend, indemnify and save harmless COUNTY, and its officers, employees, and agents from and against any and all liabilities, damages, claims, demands, judgments, losses, costs, expenses, remedial actions, fines, suits and actions, whether arising in tort, contract, or by operation of any statute, including the Workers' Compensation laws, 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 that takes place on or after January 1, 1994, arising from the operations of the County Facilities by METRO or Metro ERC. METRO's duty of indemnification shall extend to any pollution condition, contamination, fuel leak, discharge, release or hazard which occurred or originated on or after January 1, 1994, or is the result of conditions which were created on or after January 1, 1994.

3. The foregoing indemnification, defense, and hold harmless provisions are for the sole and exclusive benefit and protection of METRO, Metro ERC, and COUNTY, and their respective officers, employees, and agents, and are not intended, nor shall they be construed, to confer any rights on or liabilities to any person or person other than METRO, COUNTY, and their respective officers, employees, and agents.

G. County Ordinances

1. All COUNTY ordinances, resolutions, executive orders, procedures, or rules governing, restricting, or regulating the use of the County Facilities in force and effect on January 1, 1994, shall remain in force and effect with regard to the County Facilities until superseded or repealed by any ordinance, resolution, executive order, procedure or rule duly adopted or promulgated by METRO, subject, however, to any restrictions contained in paragraphs K and L. In the case of EXPO, METRO may delegate its authority to supersede or repeal previous COUNTY directives to Metro ERC. COUNTY shall cooperate and assist METRO in the implementation of any METRO action to supersede or repeal previous COUNTY directives that may require COUNTY action to amend COUNTY ordinances.

2. METRO shall have full power and authority to enforce any COUNTY ordinances, resolutions, executive orders, procedures, or rules governing, restricting, or regulating the use of the County Facilities, to the full extent that COUNTY possesses such authority. In the case of EXPO, METRO may delegate its enforcement authority to Metro ERC.

H. County Marine Fuel Tax

COUNTY agrees to amend Multnomah County Code Section 5.30.340 to provide that the fees (taxes) collected by COUNTY from the sales of motor fuel used to propel or operate motor boats may be used for the purpose of development, administration, operation and maintenance of COUNTY Facilities transferred to METRO pursuant to this Agreement. COUNTY further agrees to pay such sums as it receives from the sale of motor fuel used to propel or operate motor boats on or before September 1 of each year for the amounts received in the previous fiscal year.

I. Morrison Building/Office Space

1. The transfer of ownership provided for in Section 3(A) shall not include that portion of the Lone Fir Cemetery property on which the building located at 2115 S.E. Morrison Street and hereinafter referred to as the Morrison Building is located. A site plan showing the portion of the Lone Fir Cemetery property excluded from transfer to METRO is attached as Exhibit 2 hereto.

2. From July 1, 1996, to June 30, 1999, COUNTY shall continue to provide METRO to free use of the space in the Morrison Building currently utilized for cemetery operations conducted by METRO. This includes an office, storage and other associated space. This obligation shall cease sooner than June 30, 1999, if METRO shall transfer responsibility to operate the cemeteries prior to such time or if COUNTY shall sell the Morrison Building or otherwise cease to occupy the building for any COUNTY purposes.

J. Multnomah County Sheriff/Marine Operations

1. COUNTY agrees to continue to budget sufficient funds to allow Sheriff to maintain the level of patrol and surveillance at Blue Lake Park and Oxbow Park that was in effect during 1994 and 1995. Specifically this includes periodic patrols and the stationing of patrol cars in both parks on warm weather weekends, holidays and special events. This obligation shall continue as long as the Sheriff is providing patrol services in the COUNTY.

2. COUNTY agrees that the Sheriff will continue to commission parks staff to perform those certain law enforcement functions currently performed by METRO staff at the

parks facilities. Sheriff will also make training available for parks' staff to perform these functions. METRO shall pay any extraordinary training costs.

3. **Chinook Landing Facility.** As long as COUNTY honors its obligations pursuant to this Agreement, METRO agrees to allow Sheriff the continued use of the garage, office space, and boathouse, including dock, presently utilized by Sheriff at the Chinook Landing facility. Sheriff shall have the full responsibility to maintain, insure, protect and reconstruct, if necessary, the garage, boathouse, dock and elevated walkway to the boathouse including paying all expenses related thereto. METRO shall maintain the building in which the office space is located but shall have no obligation to Sheriff or COUNTY to maintain the interior office space or alarm system. Attached as Exhibit 3 is a site plan showing the location of the facilities at Chinook Landing to be utilized by Sheriff.

4. **James M. Gleason Facility.** As long as COUNTY honors its obligations pursuant to this Agreement, METRO agrees to allow Sheriff to occupy the office structure presently located at the James M. Gleason Boat Ramp Facility as well as the walkway, dock and boathouses presently utilized by the Sheriff for marine patrol purposes. It shall be COUNTY's obligation to maintain, insure and reconstruct, if necessary, all facilities and structures utilized by Sheriff, and pay all expenses associated with their use by Sheriff. A site plan showing the location of these facilities is attached as Exhibit 4. In addition, COUNTY and Sheriff may at no expense to METRO relocate the existing facilities described above to a different location on the Gleason facility or onto adjacent property METRO may acquire from the Port of Portland subject to METRO's right to approve the location and design thereof.

5. Radios. COUNTY and Sheriff agree that METRO may continue the use of radio frequencies assigned to Sheriff under current practices. METRO shall pay its share of any annual FCC fees. Sheriff shall provide repair and maintenance of METRO radios consistent with existing interdepartmental billing practices.

**K. Measure 26-26 Local Share Funding**

Pursuant to the Phase I agreement and a separate intergovernmental agreement entered into between METRO and COUNTY (the Local Share IGA), METRO is currently administering the "local share" funds allocated to COUNTY pursuant to the adoption of Metro's Open Spaces Bond Measure approved by the voters on May 16, 1995 (Measure 26-26). METRO and COUNTY agree that METRO shall be responsible for and have full authority to carry out the local share projects described in the local share IGA. Title to any property purchased with local share funds shall be taken in METRO's name and be subject to the requirements of Measure 26-26. METRO may after consultation with the County Board determine that projects are cost prohibited, degraded or otherwise infeasible and substitute other eligible projects as necessary.

**L. Oxbow Park/Campground Facilities**

1. As to Oxbow Park the final transfer of ownership provided for in Section 3(A) above shall not occur until such time as METRO is eligible to directly receive from the State of Oregon the funds currently received by COUNTY pursuant to ORS chapter 390 from state Recreational Vehicle Registration fees. Until such time, METRO shall be deemed to be leasing Oxbow Park from COUNTY, and operating Oxbow Park on behalf of COUNTY pursuant to COUNTY's written policies on parks and recreation as set forth in this Agreement. COUNTY

shall maintain eligibility for such funds, apply to the State to receive the funds, and pay over to METRO all funds received. METRO shall co-operate with COUNTY to assist its efforts to apply for and receive such funds. COUNTY shall assist METRO's efforts to obtain necessary legislative approval.

2. Final transfer of title and ownership of COUNTY's interest in Oxbow Park shall occur within 30 days of METRO's written notice to COUNTY that METRO is eligible to receive funding directly from the State or that it waives its right to receive funding under this section.

3. COUNTY assigns to METRO its interest in the lease agreements with the United States Department of the Interior (Bureau of Land Management) and the State of Oregon Department of Fish and Wildlife for those portions of Oxbow Park for which COUNTY does not own.

M. County Services

COUNTY agrees that METRO may continue to utilize COUNTY-provided services at rate COUNTY's charges to other COUNTY departments. These services include fleet services, radio repair, inmate labor, sign fabrication and water quality testing. METRO shall have no obligation to utilize COUNTY services but may do so subject to standard terms and conditions to be established by COUNTY at costs no higher than charged by COUNTY to its own departments. COUNTY shall have no obligation to provide services except subject to its standard terms and conditions and payment of costs by METRO.

N. Historical Society

COUNTY agrees to match annually any METRO contribution in an amount up to \$10,000 to the Oregon Historical Society to support the Society's activities at the Bybee Howell House.

O. Road Maintenance

COUNTY shall have no obligation to maintain roads at park facilities except for the maintenance of existing dedicated COUNTY roads.

**SECTION 4**

**DISPUTE RESOLUTION**

A. Exhaustion of Dispute Resolution Process Required

Neither party shall resort to litigation to enforce any of the terms of this Agreement unless and until the dispute resolution process established in this section has been completed, provided, however, that a party may institute litigation in a court of competent jurisdiction to require a party to participate as provided herein.

B. Procedure

In the event of a dispute arising under this Agreement between the parties, the parties shall first attempt to resolve the dispute by negotiations with each other in good faith. In the event that such negotiations do not provide a mutually-agreeable settlement, either party may initiate the following dispute resolution process:

1. The initiating party shall give written notice of initiation of dispute resolution proceedings to the Metro Executive Officer, to the County Chair, and to a person mutually agreed to by the Metro Executive Officer and the County Chair. The three together shall constitute the



Dispute Resolution Committee. The notice shall identify the dispute as to which the dispute resolution process is being initiated.

2. Not later than fifteen (15) days after receipt of the notice of initiation, each party to this Agreement may submit a written statement to the Dispute Resolution Committee stating the party's position on the dispute.

3. Not later than thirty (30) days after notice of initiation, the Dispute Resolution Committee shall decide on a resolution of the dispute and shall notify the parties to this Agreement of the resolution. Decisions of the Dispute Resolution Committee shall be by majority vote.

4. Decisions of the Dispute Resolution Committee shall be final and binding on the parties unless, within 60 days of receipt of the decision of the Committee, the governing board of either party by duly adopted resolution gives written notice of its rejection of the decision.

## **SECTION 5**

### **REMEDIES**

In the event a party fails to comply with any provision of this Agreement, in addition to any other right or remedy specified in this Agreement, then any other party shall be entitled to any remedy available at law or in equity, provided that the party has first exhausted its remedies under Section 4 of this Agreement.

## **SECTION 6**

### **AUTHORITY TO MAKE DECISIONS**

This Agreement provides for various approvals, waivers, executions of further documents implementing this Agreement, or other decisions or actions to be made or taken on behalf of COUNTY and METRO hereunder. Except as otherwise specifically provided in this Agreement, such approvals, waivers, executions, or other decisions or actions shall be deemed made or taken if in writing and executed by the County Chair, if on behalf of COUNTY, and by the Metro Executive Officer, if on behalf of METRO. Any amendments to this Agreement must be approved by the County Commission and the Metro Council.

#### **SECTION 7**

#### **ATTORNEYS' FEES**

In the event of a suit or action to interpret or enforce the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees and expenses, including the cost of depositions and expert witnesses, at trial and on appeal of the suit or action, in addition to all others sums provided by law.

#### **SECTION 8**

#### **NOTICE**

Any notice provided for hereunder shall be deemed sufficient if deposited in the United States mail, certified mail, return receipt requested, postage prepaid, addressed either to the following address or to such other address or addresses as the recipient shall have notified the sender of by notice as provided herein:

**METRO:**                      Executive Officer  
   Metro

600 N.E. Grand Avenue  
Portland, OR 97232-2736

With a copy to:

Clerk of the Council  
Metro  
600 N.E. Grand Avenue  
Portland, OR 97232-2736

Office of General Counsel  
Metro  
600 N.E. Grand Avenue  
Portland, OR 97232-2736

COUNTY:

County Chair  
Multnomah County  
1120 S.W. Fifth Avenue, Rm. 1410  
Portland, OR 97204

With a copy to:

County Counsel  
Multnomah County  
1120 S.W. Fifth Avenue, Rm. 1530  
Portland, OR 97204

Notice hereunder shall be deemed received three (3) days after mailing as provided in this Section or on actual delivery to the addressee, whichever occurs first.

## SECTION 9

### EXECUTION OF FURTHER DOCUMENTS

In order to complete implementation of the provisions of this Agreement, it may be necessary for METRO and COUNTY to execute further documents enabling implementation. Each of them shall execute such further documents and take such other steps as are reasonably necessary or appropriate to implementing the provisions hereof.

## **SECTION 10**

### **WAIVERS**

The waiver of any provision of this Agreement, whether a waiver as to a particular application of the provision, or as to all applications of the provision, shall be binding on the party making the waiver only if in writing and executed by the party. Unless otherwise expressly provided in the written waiver, the waiver by a party of performance of a provision as to a particular application shall not be a waiver of nor prejudice the party's right to require performance of the provision as to other applications or of any other provision.

## **SECTION 11**

### **ENTIRE AGREEMENT**

This Agreement is the entire agreement between the parties. This Agreement may not be modified except by a written amendment dated and approved and signed by all the parties hereto then in existence. No party shall be bound by any oral or written statement or course of conduct of any officer, employee, or agent of the party purporting to modify this Agreement.

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APPROVED AS TO FORM

MULTNOMAH COUNTY

\_\_\_\_\_  
Multnomah County Counsel

By: \_\_\_\_\_  
Beverly Stein, County Chair

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

APPROVED AS TO FORM

METRO

\_\_\_\_\_  
Metro General Counsel

By: \_\_\_\_\_  
Mike Burton,  
Executive Officer

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

gl  
1178g

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF APPROVING A	)	RESOLUTION NO. 96-2299
REFINEMENT PLAN FOR THE TUALATIN	)	
RIVER GREENWAY AND ACCESS POINTS	)	
TARGET AREA AS OUTLINED	)	Introduced by Mike Burton
IN THE OPEN SPACE IMPLEMENTATION	)	Executive Officer
WORK PLAN		

WHEREAS, In July 1992, Metro completed 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 electors of Metro approved Ballot Measure 26-26 which authorizes Metro to issue \$135.6 million in general obligation bonds to finance land acquisition and capital improvements pursuant to Metro's Open Spaces Program; and

WHEREAS, the Tualatin River Greenway and Access Points 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, in November 1995, the Metro Council adopted the Open Space Implementation Work Plan, which calls for a public "refinement" process whereby Metro adopts a Refinement Plan including objectives and a confidential tax lot specific map identifying priority properties for acquisition; and

WHEREAS, Resolution No. 95- 2228 authorizes the Executive Officer to purchase property with accepted acquisition guidelines as outlined in the Open Space Implementation Work Plan, now therefore,

BE IT RESOLVED,

That the Metro Council adopts the Tualatin River Greenway and Access Points Refinement Plan, consisting of objectives and a confidential tax lot specific map identifying priority properties for acquisition, authorizing the Executive Officer to begin the acquisition of property and property rights as detailed in the Open Space Implementation Work Plan adopted in November, 1995 and in Resolution No. 95-2228.

ADOPTED by Metro Council this \_\_\_\_\_ day of \_\_\_\_\_, 1996.

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

Approved as to Form:

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

## Staff Report

### **CONSIDERATION OF RESOLUTION NO. 96-2299, FOR THE PURPOSE OF APPROVING A REFINEMENT PLAN FOR THE TUALATIN RIVER ACCESS POINTS AS OUTLINED IN THE OPEN SPACE IMPLEMENTATION WORK PLAN**

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**Date: February 22, 1996**

**Presented by: Charles Ciecko  
Jim Desmond**

#### **BACKGROUND AND ANALYSIS**

**The Target Area description in the Bond Measure Fact Sheet (authorized by Council Resolutions 95-2113, 94-2050 and 94-2029B) was as follows:**

"Tualatin River Greenway. Acquire 266 acres to establish four regional access points along the River."

**In the 1992 Greenspaces Master Plan, the Tualatin River Greenway Target Area was described as follows:**

Tualatin River Greenway and Access Points (Tualatin River Watershed). Flows from headwaters in the Coast Range to confluence with the Willamette River. Runs through a mosaic of agriculture, commercial and industrial land use areas. Lush riparian vegetation in some areas.

and

The Tualatin River is typical of the slow flowing, meandering small rivers and streams that flow through the Willamette Valley floor. The relatively low slope makes it ideal for canoeing and for amateur boaters. There are few access points on the Tualatin along its course, which makes its land acquisition for recreational uses more important. An additional facility that allows for camping would be a significant recreational activity along the river.

**Finally, the Master Plan describes the Tualatin River Greenway Trail as follows:**

This Greenway has been proposed for many years and has recently enjoyed new interest. Most of the Tualatin is outside the urban growth boundary. The wide floodplain and relatively few interruptions from transportation corridors make this an extremely important focus for multiple-use low-intensity recreation. As a river trail, the Tualatin is a fairly slow-moving watercourse that is ideal for the novice canoeist. Active agricultural lands offer wonderful views along most of its length.

#### **Target Area Description:**

The Tualatin River meanders through Washington County for over seventy miles and through Clackamas County for eight miles before joining the Willamette River at West Linn. Current conditions below the Lake Oswego Corporation dam at Mile 3, and much above Hillsboro's new Rood Bridge Park at Mile 38, make even small boat navigation problematic, due to rapids, low water conditions and/or logjams. Between these two points however, the river is friendly to even

novice boaters and canoeists. West of the 99W Bridge, the areas surrounding the river are primarily agricultural, but below the bridge, the Tualatin becomes a clearly urban river, with homes and businesses lining both banks, and frequent major bridge crossings.

Important public parks and natural areas on the river include the Fernhill Wetlands in Forest Grove, Bryant Woods/Canal Acres in Lake Oswego, and Rood Bridge, Cook, Tualatin, and Willamette parks. Significant natural areas are the 650 acre Jackson Bottom Wetlands and the 800 acre Tualatin River National Wildlife Refuge (TRNWR) in Sherwood, which is planned to eventually encompass 3,000 acres. Currently, the entire study area has only two developed public boat access points (at Tigard's Cook Park and at Tualatin Park, and they are within one mile of each other). Unofficial "put-ins" are used by boaters at the three bridge crossings (Schamberg, Harris and Scholls) along the agricultural river between Hillsboro and 99W. Three additional public boat access points are in the construction planning stages, one at Rood Bridge Park in Hillsboro and two along the urban River in Tualatin and Rivergrove (within two miles of each other). A private landfill company will also be constructing a public access at Minter Bridge, three miles upstream from Rood. Together, the newly developed additions will still leave nearly thirty miles of the Tualatin, between Hillsboro and Tualatin, without benefit of formal public access.

#### **Refinement Process:**

The Open Space Implementation Work Plan adopted by the Metro Council in November, 1995, required that a Refinement Plan be submitted to the Council for approval for each target area. The Refinement Plan will contain objectives and a confidential tax lot specific map identifying priority properties for acquisition, enabling Metro to begin the acquisition of property and property rights as detailed in the Open Space Implementation Work Plan and in Resolution No. 95-2228. Resolution No. 95-2228 "authorizes the Executive Officer to acquire real property and property interests subject to the requirements of the *Acquisition Parameters* and *Due Diligence* guidelines of the Open Space Implementation Work Plan."

A variety of public involvement and research activities were conducted to identify viable access points and criteria used, surrounding natural areas, and objectives for the program. Resources reviewed included river mile data and access analysis by Tualatin Riverkeepers; parks and open space plans of relevant municipalities; Washington County's Greenspaces Local Share data; various publications on the Tualatin, produced by the Unified Sewerage Agency (USA); Clackamas County, Portland Audobon Society; USFWS materials on the TRNWR; aerial, topographic, and soils surveys; the 1968 State Game Commission study of the Tualatin, and various water-sports oriented books. Stakeholder interviews are attached as Appendix A.

Representatives of those entities currently involved in developing or managing boating access sites were especially helpful in identifying the necessary characteristics for successful small boat usage and typical water-related recreational activities (in addition to those already contemplated the Greenspaces Master Plan). Some of the important findings were:

- Site should include more than just boat access, should have some habitat value, enough land area to accommodate large groups and large group transportation, and provide access to river to non-boaters.
- Site should include access for bank fishing, picnicking, and sightseeing, and may possibly be located on a creek just up from the confluence with the Tualatin.
- Sites at major bridge crossings are recommended to allow increased accessibility.
- Increased access should give visibility to the river and build a public appreciation for the resource.



Based on the stakeholder interviews, an analysis of the needs of small boat users and passive recreational populations, and ecological and social considerations, five possible access subareas within the study area have been identified and summarized in Appendix A. Specific objectives for the Tualatin River Access Points are listed below.

In addition, public workshops were held February 13th in Hillsboro ( approximately 20 persons attended) and on February 21st, 1996 at the Wilsonville Community Development Annex (approximately 45 persons attended) to discuss the proposed Target Area and subarea boundaries and proposed program objectives for the Tualatin River and for two other target areas. A questionnaire ( See attached) was circulated and the results will be summarized as they are returned. Attendee's comments and questions are summarized in Appendix C.

#### **Regional Parks and Greenspaces Advisory Committee**

A presentation of the Staff Report was given by Metro Staff and its consultant at a public meeting in the Metro Council Chambers on February 20th, 1996. This analysis and resulting objectives were approved by a unanimous vote of the full Regional Parks and Greenspaces Advisory Committee.

## **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.

## Appendix A

### TUALATIN RIVER INTERVIEW NOTES

Current as of: January 31, 1996

#### 1. Rob Baur - Tualatin Riverkeepers

16295 SW 85th  
Tigard, OR 97224

This meeting was also attended by Lew Scholl, TRK Boardmember, and briefly by Mary Vogel, new TRK Program Director and Kathy Clair, former TRK President. Rob provided me with a comprehensive list of 23 possible sites between the Willamette and Jackson Bottom. We reviewed each one against Metro mapping. He and Lew provided information on 11 more sites in the upper reaches of the River of more limited accessibility, or that would be suitable for park sites (as opposed to water access sites). Rob provided some tax maps, and property owner addresses, and his assessment of the "best" sites of the 34. He also provided a copy of a 1968 Oregon State Game Commission report which identified many of the same sites.

#### 2. Paul Hennon and Jim Jacks - City of Tualatin

Box 369  
Tualatin, OR 97062

Discussed Tualatin River access issues at the end of Tonquin Scablands interview. Tualatin has one of public accesses on lower River and is building a second at Brown's Ferry. They were unaware that the City of Rivergrove just downstream from Browns Ferry was also planning a boat access. They were interested in a joint venture with Metro to develop a regional access point at the 99W Bridge.

#### 3. John McGinity - Friends of TRNWR

Box 1306  
Sherwood, OR 97140

Conducted a phone interview with John. He felt the best access point within the future Refuge was the Amstad property northeast of the Schamsburg Bridge. This site is highly accessible and although within the Refuge, it is isolated by River and road, thus development for boats would not unduly harm Refuge wildlife or habitat values.

#### 4. Tim Erwert - City of Hillsboro

123 W. Main  
Hillsboro, OR 97123

boaters. Indicated that there were very few areas along River to access for their educational programs, particularly to all 3 of the Rivers "zones". They defined these zones as the upper, narrow, forested, clear running river; the Forest Grove to 99W agriculturally dominated river (log jammed above Rood Bridge, mostly clear below); and the urban river (99W to West Linn). Only the urban river had any degree of public accessibility, but has limited remaining habitat value.

They suggested that the Metro access system should also facilitate a point to point driving or biking tour of the River. Susan preferred the acquisition of linear greenway parcels, Pat preferred fewer but larger park sites. The River between Jackson Bottom and Rood Bridge was badly jammed and not suitable for "thru" canoe access, but had some excellent habitat values.

In the vicinity of Jackson Bottom, they mentioned the Dairy Creek site previously suggested by Hillsboro City Manager Tim Erwert. USA has purchased 200 acres along Dairy Creek for addition to the Preserve on the west side of Highway 219. Landfill to the south is doing mitigation and restoration that should eventually come to the Preserve and/or City Parks. The Jackson Bottom stair at 219 was probably not adaptable to a boat access but there was a low bank area along the early parts of the Kingfisher Trail that was suitable (the result of USA pipeline work). The Jackson Bottom master plan pledges to "work to provide canoe access" but doesn't say how and where.

#### **8. Jerry Rodgers - County Watermaster**

**111 NE Lincoln  
Hillsboro, OR 97124**

Jerry suggested that boat launches should be well spaced along River, and that sites downstream of 99W should not be a priority due to the relatively large number of developed accesses and the amount of urban development. Favored larger assemblies of land around boat launch sites. Also suggested looking at tribs of Tualatin (Rock & Dairy in particular) for access sites.

As for launch sites, he suggested major bridge crossings - Harris, Scholls, 99W, Schamberg. For other kinds of access he recommended buying sites that would facilitate the TRNWR, the Gotter Farm floodplain in Scholls and the bend in the River identified as Site #20 by Rob Baur of the Tualatin Riverkeepers (note: Site #20 is one of out-of-UGB sites on County's Reedville list).

#### **9. Russ Sterenberg - Hillsboro Parks**

**626 SE Ninth Ave  
Hillsboro, OR 97123**

Discussed plans for Hillsboro's Rood Bridge Park. Park will be open in September 1996 and complete 1 year later. There will be a full boat ramp constructed. Again recommended that regional Greenspace money be used to enlarge the Dairy Creek Park (Walnut at TV Highway),

although a water connection between these 2 parks was probably not possible due to large number of logjams. Suggested that Metro look at tribs (Rock and Dairy) for launch sites.

Recommended that once basic launch sites are acquired that Metro should concentrate on new sites that link existing resources .... for instance, Fernhill to Dairy Creek, Jackson Bottom to Rood Bridge, etc. Indicated that Rob Stockhouse at U of P Biology Dept. had done a Fernhill/Jackson Bottom trail study.

Russ recommended that the Tualatin River Greenspaces project had to give "value" to other than boaters, should be linking other regional and local Greenspaces resources, should be concentrating "where the threats were" after satisfying basic access requirements, and had to find sites that were available to the most people. He felt that narrow greenway-type acquisitions would spread resources too thin, there were too many river miles. Suggested acquiring lands around launch sites.

#### **10. Ralph Webber - TRNWR Assistant Manager**

**20555 SW Gerda Lane  
Sherwood, OR 97140**

Talked via phone. He could not personally meet until after January 1. Promised to remind Refuge Manager of my five week old request for a meeting. As of writing, a meeting is tentatively scheduled for February 21.

#### **11. Linda Kelly and Bill Gaffi - USA**

**155 No. First  
Hillsboro, OR 97124**

Bill is USA GM (and a highly skilled canoeist), Linda is PR Director. Both had canoed extensively on the Tualatin. We first reviewed USA's plans and properties along the River. The only active property purchase USA has in the works is the Thomas Dairy between the Durham Treatment Plant and Tigard's Cook Park. USA had also acquired the Zucher property adjacent to Gales Creek and Fernhill Wetlands and would like to sell most of it for open space. The possibility of using Gales Creek Greenspaces funds was raised. Linda Kelly also indicated that the former Gaston Treatment Plant site (.3m east of Highway 47 on Gaston Road) was on the River and available, and in fact USA and the County once developed a plan for a park on the site.

Linda stated that the Greenspaces project should help give visibility to the River and build a public appreciation and value of the River resource. Bill offered the idea of developing a multi-day canoe trail from Hillsboro to the urbanized parts of the River. Stops should be spaced so there is a relatively easy one day float between take-outs (5-10 miles). Sites should include camping facilities. Bill also suggested that sites need not necessarily include vehicle accessible put-ins, that sites could simply serve boaters who want to take out for the night or for a break.

Linda suggested that another criteria for site selection and/or development could be a "visitor attraction" ... access to interpretive facilities, another open space or park, etc.

Specific sites mentioned by Bill and Linda were the Stafford, Harris and Schamberg Bridges and the County's Rainbow Lane site. Bill felt 99W was too close to Cook Park and wouldn't best serve his idea of even spacing of the launch sites. Bill felt that Hillsboro Park's idea of connecting existing sites via land, or that greenway strip parcels in general, would not sit well with adjacent residents or farmers due to trespass concerns.

In conclusion, we discussed what would happen after Metro acquired sites, as the Greenspaces bond was not being used for site development. Bill proposed the Tualatin River Canoe Trail as a State park, with Metro providing the land base. This would be the only State park in Washington County.

## **12. Mike Houck - Portland Audubon Society**

**5151 NW Cornell  
Portland, OR 97210**

Addressed the issue of focusing the Tualatin River Greenway acquisition project on the River from Jackson Bottom to Highway 99W. He was comfortable with excluding the River below 99W based on the number of developed resources, but was inclined to give further consideration to sites in the upper River (Gaston, Cherry Grove, etc.). Described the tentative recommendation to acquire a site in the vicinity of 99W, and 3 additional sites in three target subareas between 99W and Rood Park in Hillsboro, to provide a public access about every 5 to 10 miles. Also to target remaining Greenspaces funds to acquire lands beyond just accesses within the River's oxbows. He was comfortable with this approach.

## **Appendix B**

### **Tualatin River Greenway Trail Subarea Descriptions**

Five subareas have been identified for focusing acquisition efforts within the Tualatin River Regional Target Area.

#### **1. Highway 99W**

This is the smallest subarea along the Tualatin River Greenway Trail, only including lands immediately adjacent to the 99W Bridge. Extensive and relatively new development has occurred in all four quadrants surrounding this bridge, including three large multi-family projects and an R.V. park. Accordingly, opportunities for acquiring lands for habitat values alone are limited or non-existent, except for a small pond system in the northwest quadrant adjacent to King City, and to a certain extent in the southeast quadrant along Hazelbrook Road. The City of Tualatin does own some greenway parcels on the south bank of the River in this general vicinity.

Due to prior development and limited habitat values, acquisitions within this subarea should be limited to compact sites most suitable for developed river access, including vehicle parking and rest facilities. ODOT has suitable land available in this vicinity and the City of Tualatin has expressed an interest in partnering with Metro in access development. Acquisition in this area would have the following significance:

- Provide the southerly "anchor" to a 30 mile River Trail through Washington County
- Highly visible and accessible to Pacific Highway 99W
- Partnership opportunities with ODOT and with the City of Tualatin
- Links to City of Tualatin's River Greenway.

#### **2. Lands adjacent to Wildlife Refuge**

The planned 3000-acre Tualatin River National Wildlife Refuge (TRNWR - it is now approximately 800 acres) forms the core of this "Refuge" subarea. An additional 400 acres of lands adjacent to the Refuge are the subarea. All told, about 12 river miles meander through Subarea #2. The only River crossing in this subarea is the Schamberg Bridge at Mile 16.

As evidenced by the recent creation of the TRNWR, this area contains a wide variety of excellent habitats. Two major oxbow bend systems, Beef Bend and The Seven Bends, account for the 12 river miles in a stretch of geography that is just over four miles "as the crow flies." Eight creek tributaries of various sizes flow into the River, and in winter the Chicken Creek and Onion Flats floodplains often turn into broad, shallow lakes. Farmed lands, riparian areas, wetlands, and wooded upland habitats can all be found. An abundance of wildlife and bird species are in evidence, including tundra swans, waterfowl, and Roosevelt Elk. Acquisition in this area would have the following significance:

- Partnership opportunities with U.S. Fish and Wildlife to assist TRNWR acquisitions

- Links to the City of Sherwood's Greenway Loop Trail, to the Tonquin Geologic Area, and potentially to Cooper Mountain and TRNWR trails
- A key "stop" along a 30 mile River Trail through Washington County.
- Diverse River habitats throughout, including major oxbows and seasonal floodplain "lakes"
- Moderately good access from a County road and nearby to bridges

### **3. Scholls**

This subarea is bounded by the Scholls unit of the TRNWR on the southeast and by Lindow Creek on the northwest. The River flows for some six miles in between, including the Scholls oxbow bends. A major multi-channel creek system (McFee, Baker and Heaton creeks) drains down from Chehalem Mountain and into the River in the vicinity of the community of Scholls and the aforementioned oxbows.

As with all the lands along the targeted 30 miles of Tualatin River, there is a mix of farms, residences, and natural area habitats. The only bridge crossing in this subarea of the River is the Scholls Bridge at Mile 26.9 near Groner School. The following objectives would be served through acquisitions in this area.

- Another key stop along a 30 mile river stretch through Washington County
- Opportunity to acquire habitat lands in the vicinity of a major oxbow and creek system
- Moderately good access from a County road and nearby to bridges

### **4. Farmington/Hillsboro**

The Farmington/Hillsboro subarea includes seven miles of River, and is bounded by the City of Hillsboro's Rood Bridge Park on the north and Lindow Creek on the south. River Road closely parallels the east side of the River in this subarea. Meriweather Golf Course fronts on the west side of the River for about three miles. As with all the other Tualatin River subareas, except Minter/Jackson Bottom (#5), only one bridge crosses the River, Harris Bridge at Mile 33.3.

Excluding Lindow Creek, and Hillsboro's Rock Creek in the vicinity of Rood Bridge Park, six creeks drain into the Tualatin within Subarea #4. Two come down off of Chehalem Mountain to the west, and four from Cooper Mountain to the east. Acquisition in this area would have the following significance:

- The final "stop" in a series of evenly spaced accesses along the agricultural River
- Very good access from County Roads, especially River Road, and nearby to bridges
- Links to the Rock Creek (Hillsboro) Regional Target Area
- Two smaller oxbow systems show excellent habitat values

### **5. Minter/Jackson Bottom**

This six mile reach of the River flows just south of the City of Hillsboro between Rood Bridge and the Jackson Bottom Wetlands Preserve. The River first sweeps south and west from Rood in a series of tight bends, then north to Jackson Bottom and Highway



219. Minter Road crosses this section of River at about midpoint, with Rood Bridge at its east end and the Highway 219 Bridge to the west.

Unlike the other River sections in the Target Area, Minter/Jackson Bottom is of limited navigability. Numerous logjams clog the River, making for short, double-back river trips at best. Nonetheless, developed and informal accesses are better in this subarea than elsewhere along the agricultural River, with three bridge crossings, two planned public boat accesses, and various forms of access from within the Jackson Bottom Wetlands Preserve. Landfill properties south and east of Jackson Bottom are eventually planned for restoration as parkland. Wetlands restoration and creation is also planned. One major creek system (Davis) drains into the River from the south. Acquisition in this area would have the following significance:

- Opportunity for partnerships with USA, City of Hillsboro and private groups
- Multiple river crossings provide excellent access
- Links to the Dairy/MacKay Creek Regional Target Area
- Logjams limit boat use, but invite a different quality of river experience



METRO

## TUALATIN RIVER ACCESS POINTS STUDY QUESTIONNAIRE

The Metro staff invites you to participate in the Refinement process for the Tualatin River Access Points study. Refinement is the public process through which Metro adopts specific geographical boundaries and objectives for each target area. In the course of this process we interview stakeholders, evaluate the undeveloped land in the target area and formulate preliminary objectives. Please assist us by completing this questionnaire and sharing your ideas.

1. For the Refinement process being undertaken by the Metro staff, what key elements of the Tualatin River Greenway and Access Points acquisition should be emphasized as part of the acquired land? (rank in order from 1 to 5, with 1 being the most preferred choice, and 5 as the least important).

- \_\_\_\_\_ Connecting links to open space natural areas, trails and greenways
- \_\_\_\_\_ Acquisition of large land parcels, with existing or future potential to support a diversity of plants and animal life
- \_\_\_\_\_ Acquisition of large land parcels, with existing or future potential to provide picnicking and camping facilities
- \_\_\_\_\_ More access points to the Tualatin River to accommodate motorized boaters
- \_\_\_\_\_ More access points to the Tualatin River to accommodate non-motorized boats for 5-8 mile trips

2. What other interests should be emphasized? (Rank 1 to 6, same as above).

- \_\_\_\_\_ Preservation/restoration of natural wildlife habitat  
Name of particular type of habitat \_\_\_\_\_
- \_\_\_\_\_ Picnicking and camping areas accessible only by water
- \_\_\_\_\_ Trails for hiking and biking
- \_\_\_\_\_ Public access and educational opportunities
- \_\_\_\_\_ Wetlands and riparian corridors
- \_\_\_\_\_ Watershed/tributary protection

3. Specifically, where would you like to have better river access?

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Are there any river points where you would recommend against access?  
Please briefly explain why.

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4. What further suggestions would you propose to enhance the regional natural area?

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5. What additional information would be helpful to you?

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6. Additional comments:

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7. Are you interested in participating in the Open Space Program as a willing seller or benefactor in the form of a donation, dedication or conservation easement?

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Name, Address, Phone (OPTIONAL)

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\_\_\_\_\_ Please add my name to your Tualatin River Access Points Study Mailing List regarding future information, public meetings and events.

Please return to Metro Open Spaces Program, 600 Northeast Grand Avenue, Portland, OR 97232-2736. You may also call Metro's Open Space Hotline (797-1919), for more information or to leave a comment.

## Appendix C

### **Tualatin River Greenway and Access Points Public Workshops**

**Hillsboro Public Services Bldg.**

**February 13th, 1996**

**Wilsonville Community Development Center**

**February 21st, 1996**

#### **Comments and Questions:**

**Would the State be your partner if an access point was sited at the 99W bridge?**

The Metro staff responded that the City of Tualatin was interested in partnership there, using local share funds.

**Why are there such large acreages on the map?**

The Metro staff responded that the map shows a large study area within which we may acquire access sites.

**Are you asking us tonight to prioritize sites?**

We are asking for any and all input. This target area differs from the other 13 regional sites because we are specifically looking for river access sites.

**Are you going to reassess the 100 year flood plain lines?**

The Metro staff explained the current efforts by FEMA, the Army Corps of Engineers and other agencies to verify new flood areas and the characteristics of a flood plain.

Richard Devlin, former Metro Councilor, stated that a hydrologist told him that a 100 year flood means a 1 in 100 chance for flooding every year. He also stated that the Metro staff had done an outstanding job of looking at the river areas. He did not agree with the omission of Cherry Grove but understood the rationale behind it. He also stated that an acquisition in Lake Oswego would be high priced, but as a member of the Tualatin Riverkeeper, he was disappointed that he did not hear any discussion on acquisitions beyond the Lake Oswego dam. He said the river below there was not very canoeable, but it was hard for people to get access to. Richard stated that access below the dam was desirable so people could understand the entire river.

The Metro staff stated that it was not included in the proposed Refinement Area because of the dam and difficulty of portage, but that Metro was hearing more voices in support of inclusion.

**Is there a reason you can't put a portage trail there?**

April Olbrich of the Tualatin Riverkeepers, and a current Metro employee, stated that the Riverkeepers had safety concerns about the proposition. The Metro staff also cited prohibitive land cost as a possible hindrance.

**Richard Devlin stated that the original Greenspaces Master Plan included the lower river.**

Metro staff replied that some of the local share funds from the bond measure and other partnerships could possibly be used for the purpose of including the lower river, or that a donation of land could accomplish the objective.

Richard Devlin stated that he thought it was important to place access in Areas 2 and 5 because of proximity to the TRNWR and Jackson Bottom Wetlands Preserve.

A boy scout troop leader stated that Area 3 has some nice potential overnight camping sites.  
Metro staff replied that is the type of opportunity where partnerships may be employed.

Can you acquire four accesses with your available funds?  
Metro staff replied that they believe so.

Will you get the river access points or the land areas first?  
Metro staff reiterated the prioritized objectives.

Will there be problems with "deferred greenbelt taxes" if land changes hands? Speaker then referenced a problem with the Clackamas County Tax Assessor.  
We don't think so, but will research that.

It is important to get "comfortable" places, with no one shooting at you.

Will you provide for motorized boaters?  
The Metro staff stated that per the Bond Measure, we don't want to encourage that. Noted the role of the State Marine Board in those types of decisions.

Have you given thought to historical significance such as ferry crossings?  
The Metro staff stated that it is taken into consideration, along with the other stated criteria.

Is there a minimum size for the access points?  
Approximately 50 to 60 acres should be adequate. Farm zones may have larger minimum requirements.

RE: Farmland. Will you consider neighbors feelings about putting in roads, vandalism, etc.?  
For those reasons, the Metro staff stated that concentrated sites are better.

Is the TRNWR interested in cooperative access?  
Metro's consultant stated that there are prime sites within the boundaries of the proposed refuge, but their first priority is wildlife and habitat protection.

If you do purchase land that is now informal access site, will that continue, or will you fence it off for now?  
The Metro staff explained the stabilization and landbanking aspects of the program.

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF APPROVING A	)	RESOLUTION NO. 96-2300
REFINEMENT PLAN FOR THE TONQUIN	)	
GEOLOGIC AREA AS OUTLINED	)	Introduced by Mike Burton
IN THE OPEN SPACE IMPLEMENTATION	)	Executive Officer
WORK PLAN		

WHEREAS, In July 1992, Metro completed 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 electors of Metro approved Ballot Measure 26-26 which authorizes Metro to issue \$135.6 million in general obligation bonds to finance land acquisition and capital improvements pursuant to Metro's Open Spaces Program; and

WHEREAS, the Tonquin Geologic 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, in November 1995, the Metro Council adopted the Open Space Implementation Work Plan, which calls for a public "refinement" process whereby Metro adopts a Refinement Plan including objectives and a confidential tax lot specific map identifying priority properties for acquisition; and

WHEREAS, Resolution No. 95- 2228 authorizes the Executive Officer to purchase property with accepted acquisition guidelines as outlined in the Open Space Implementation Work Plan, now therefore,

BE IT RESOLVED,

That the Metro Council adopts the Tonquin Geologic Area Refinement Plan, consisting of objectives and a confidential tax lot specific map identifying priority properties for acquisition, authorizing the Executive Officer to begin the acquisition of property and property rights as detailed in the Open Space Implementation Work Plan adopted in November, 1995 and in Resolution No. 95-2228.

ADOPTED by Metro Council this \_\_\_\_\_ day of \_\_\_\_\_, 1996.

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

Approved as to Form:

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

## Staff Report

### **CONSIDERATION OF RESOLUTION NO. 96-2300, FOR THE PURPOSE OF APPROVING A REFINEMENT PLAN FOR THE TONQUIN GEOLOGIC TARGET AREA AS OUTLINED IN THE OPEN SPACE IMPLEMENTATION WORK PLAN**

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**Date: February 22, 1996**

**Presented by: Charles Ciecko  
Jim Desmond**

#### **BACKGROUND AND ANALYSIS**

**The Target Area description in the Bond Measure Fact Sheet (authorized by Council Resolutions 95-2113, 94-2050 and 94-2029B) was as follows:**

"Tualatin Vicinity. Tonquin Geologic Area. Acquire 277 acres of unique geologic features, wetland and upland habitats."

**In the 1992 Greenspaces Master Plan, the Target Area was described as follows:**

"Tonquin Geologic Area (Willamette River and Tualatin River watersheds). Unique geologic feature bearing 10,000 year old scars associated with the Bretz Floods. Portions used for sand and gravel quarries."

**The Master Plan also identifies a future regional trail through the Tonquin:**

"The Tonquin Trail connects the Tualatin River National Wildlife Refuge to the Willamette River near Wilsonville. It passes through the Tonquin Geological Area and the Dammasch property recently acquired by the Division of State Lands, before joining the Willamette Greenway Trail."

#### **Target Area Description:**

The Tonquin Geologic Area (also known as the Scablands) was created by the Bretz Floods event between 8,000 and 11,000 years ago and is generally located between the cities of Tualatin and Sherwood. (See attached map). "Scablands" is a common geologic term describing lands that have been scoured to bedrock by flooding. Scablands geology is characterized by the relatively narrow channels where flood action stripped the land down to basalt bedrock, leaving steep rock bluffs and uneven, rocky channel floors. Within the Tonquin channels, fourteen closed depressions or potholes (known by the German word "kolk") were formed by the action of swirling water and debris actually eroding the bedrock itself. Numerous exposed basalt hummocks and knolls, around which floodwaters divided, were historically in evidence. South of the actual scablands, the floodwaters slowed, the channels merged, and sediments and gravel were redeposited along the remaining two to three miles to the Willamette River, in the vicinity that is now North Wilsonville. Associated with this distinctive scablands geology are numerous streams, ponds, wetlands and wooded riparian areas. Drought tolerant plant species (such as madrone and oak trees) that thrive in shallow rocky soils are abundant.

Gravel operations have contributed significantly to the considerable (and permanent) reduction of intact scablands geology, particularly the formerly complex pattern of channels and knolls just east of the Sherwood City limits and Tonquin Road. In the southeasterly portion of the Tonquin Geologic Area where Coffee Creek and Mill Creek flow, numerous wetlands and ponds are in evidence.

The Tonquin region can be divided into six areas characterized by scabland features, specific watersheds, or wider stretches where the floods deposited soils and gravels picked up in its surge through the Scablands. A visible depiction of the Bretz Floods story may be accomplished by acquisitions in a portion or each of the areas. The subareas are described in Attachment A.

### **Refinement Process:**

The Open Space Implementation Work Plan adopted by the Metro Council in November, 1995, required that a Refinement Plan be submitted to the Council for approval for each target area. The Refinement Plan will contain objectives and a confidential tax lot specific map identifying priority properties for acquisition, enabling Metro to begin the acquisition of property and property rights as detailed in the Open Space Implementation Work Plan and in Resolution No. 95-2228. Resolution No. 95-2228 "authorizes the Executive Officer to acquire real property and property interests subject to the requirements of the *Acquisition Parameters* and *Due Diligence* guidelines of the Open Space Implementation Work Plan."

The resources reviewed included Washington County and Tualatin Goal 5 inventories; Sherwood, Wilsonville, and Tualatin Comprehensive Plans; aerial, topographic and soils surveys; technical reports published in Oregon Geology; and papers and books prepared by Dr. John Allen, PSU Geology Department, and others. These materials were reviewed to develop a technical and scientific understanding of the outcomes of the Bretz floods, and the geographic bounds of "scabland" and "deposit" areas.

Stakeholder interviews were conducted and a summary of all interview results is attached as Appendix A. As a result of the refinement process thus far, relevant features and constraints within the target area were identified and six subareas were defined, using elements of the historic flood event as one of the primary guidelines. Other guidelines include the resulting drainages and wetlands, and the original intent of the Greenspaces Master Plan to acquire significantly large natural areas. The subareas are described in Appendix B.

A public workshop was conducted on February 21st, 1996 at the Wilsonville Community Development Annex to discuss the proposed overall Target Area and subarea boundaries and proposed program objectives. Approximately 45 persons attended and their comments and questions are summarized in Appendix C. A questionnaire (See attachment) was circulated at the meeting and the results will be summarized as they are returned.

### **Regional Parks and Greenspaces Advisory Committee**

A presentation of the Staff Report was given by Metro Staff and its consultant at a public meeting in the Metro Council Chambers on February 20th, 1996. This analysis and resulting objectives were approved by a unanimous vote of the full Regional Parks and Greenspaces Advisory Committee.



## **OBJECTIVES**

The following are prioritized specific objectives of the Tonquin Geologic Area Proposed Refinement Plan. The Refinement Plan area contains approximately 2,500 acres.

### **TIER I**

Acquire a minimum of 277 acres of unique geologic features, wetland and upland habitats that meet the following objectives.

- Preservation of the best remaining examples of scablands geology (scour channels, kolks, bluffs and basalt divides) and associated flora and fauna (such as madrone and oak groves).
- Acquisition of all or part of the Division of State Lands property, Wilsonville, in order to provide a regional scale natural area/park site.
- Link the Tonquin Geologic Area with the Willamette River Greenway.
- Create a Tonquin Greenway to provide linkages between Division of State Lands properties and the Tualatin River National Wildlife Refuge and/or the Tualatin River including the varied geological features, and allow for connected wildlife and greenbelt corridors.
- Preserve the 100-year floodplain and associated wetlands and riparian areas of the three main creeks (Rock, Coffee and Mill) within the Target Area.

### **TIER II**

- ◆ Work with adjacent rock and quarry owners and local jurisdictions on the long term reclamation plans for those quarry areas with the goal of expanding the open space potential of the Refinement Area.

## **PARTNERSHIP OBJECTIVES**

- Pursue partnerships with agencies such as the US Fish and Wildlife Service to promote linkages with the TRNWR, and the Cities of Tualatin, Sherwood and Wilsonville.

## **Executive Officer's Recommendation**

The Executive Officer recommends passage of Resolution No. 96-2300.

## Appendix A

### TONQUIN INTERVIEW NOTES

Current as of January 31, 1996

#### **1. Carole Connell and Lisa Nell - City of Sherwood Planning Dept.**

**90 NW Park Street  
Sherwood, OR 97140**

Talked via phone to Planning Director and Associate Planner, and later interviewed them face-to-face. Provided me with copy of complete file on the Scablands compiled as an outcome of 1990 Sherwood Periodic Review. File included Washington County Plan references, portions of Dr. John Allen's books, and correspondence from several interested residents.

#### **2. Clay Gladsgo - Clackamas County Planning Dept.**

**902 Abernathy Road  
Oregon City, Oregon 97045**

Contacted Planning Dept. and requested any Comp Plan or other references in County plans to the Scablands. Mr. Gladsgo indicated that there were none. Indicated there was once a quarry development application in the southwest corner of the Scablands but that this was denied.

#### **3. Mike Houck - Urban Naturalist at Portland Audubon**

**5151 NW Cornell Road  
Portland, Oregon 97210**

Corresponded via Email. Mike worked with Washington County on their 1985 Goal 5 Inventory of the Scablands. Referred me to Dr. John Allen at PSU Geology Department, author of book on glacial flooding, and to Larry Svart, a Washington County Planner who was involved in 1985 Inventory.

Interviewed via phone on January 31, and outlined the basic approach to this target area ie: telling the complete story of the Bretz floods from scouring to deposition. Described the 6 subareas within the proposed refined target area. Mike felt that this vision made some sense but that most Greenspaces resources should be spent in the actual Scablands, not the deposition areas. Mike felt the BNRR pond was a superior example with all the Scablands indicators in one compact place and should be given serious consideration, even if it didn't fit into a future Tonquin Trail. He also preferred ending the trail by going all the way down Coffee Creek rather than shifting west to Mill Creek thru Dammasch. Mike agreed that there were valuable natural areas within the Dammasch subarea, but felt going in this direction instead of all the way down Coffee Creek was stretching the intent of the bond measure.

**4. Dr. Kip Ault - Lewis and Clark Science Education Department**

**0615 SW Palatine Hill Road  
Portland, OR 97219**

Referred to Dr. Ault by Rob Baur of Tualatin Riverkeepers. Discussed his knowledge of the Scablands. Dr. Ault said Dr. Allen was the best source of information.

**5. Rob Baur - Tualatin Riverkeepers**

**16295 SW 85th  
Tigard, OR 97224**

Discussed the Scablands as an aside to interview on Tualatin River accesses. Rob had driven around the area looking for Scablands geology but really didn't know what to look for. Suggested I talk to Dr. Kip Ault at Lewis and Clark.

**6. Dr. Geof Beasley - area resident**

**24050 SW Baker Road  
Sherwood, OR 97140**

Dr. Beasley's home is just south of a medium sized Scablands scour channel and bedrock kolk (pond). He is a one person "Friend of the Scablands". Gave permission to cross his property to access the kolk channel. Provided copies of correspondence and other materials he had (mostly duplicative of Sherwood materials). Referred me to Ed Chinn, another resident interested in preserving the Scablands. Offered to help set up public workshop and/or in-home "coffee"

**7. Jack Broome - Wetlands Conservancy**

**9675 SW Tualatin-Sherwood Road  
Tualatin, OR 97062**

Jack was particularly interested in the narrow kolk channel through which the Burlington Northern Railway cuts. Described means of accessing the long narrow pond area, area flora and fauna, and the steep exposed basalt cliffs. Felt this was a prime area for acquisition despite access difficulties. Jack felt the areas bounded by Tonquin and Tonquin Loop roads may once have been prime scablands "habitat" but presence of aggregate operations and gunclub had either destroyed or "locked up" the resources.

We also reviewed property records along Coffee Creek. He pointed out present and prospective wetlands holdings by The Trust for Public Lands and The Wetlands Conservancy south of Grahams Ferry Road. Suggested some Scablands acquisitions could focus on linking these parcels, or acquiring Coffee Creek wetlands between Grahams Ferry and Tonquin Loop.

Referred me to Bryan Boyce, a horticulturalist formerly resident in the area who could provide some input on plant species associated with the Scablands.

#### **8. Bryan Boyce - Horticulturalist**

**13285 S. Clackamas River Dr.  
Oregon City, OR 97045**

Talked to Mr. Boyce briefly on the phone. He indicated a preference for the BNRR pond area.

#### **9. Dr. John Allen - PSU Geology Department**

**Box 751  
Portland, OR 97207**

Author of Cataclysms on the Columbia, definitive work on the glacial floods that formed the Scablands. Reviewed materials in his books and Metro's mapping. Confirmed that our translation of the Scabland map in his book to Metro base map was accurate. Described action of floods that formed the Scablands. Floods overtopped low ridge, hit higher points of land (divides), separated into channels, and accelerated downhill, scouring thru soils to basalt bedrock and sometimes into the bedrock itself (kolks). This action did not occur above 300 foot elevation, as the flood waters did not have sufficient energy or frequency to scour to bedrock. Dr. Allen stated unequivocally that the southern limit of the Scablands was in the vicinity of the Clackamas County line, Tooze Road and Day Road. The western limit was in the City of Sherwood, slightly uphill from Murdock/Baker Roads, and was bounded on the southeast along the general line of Grahams Ferry Road. Tualatin-Sherwood Road was the approximate north limit.

South of the County line, etc. the flood waters slowed and spread out into wider flows. At this point, sediments and gravels were redeposited by the floods and the Scablands "disappear". Dr. Allen was clear that whatever other values the southerly area's lands had, that they had to exhibit extensive exposed or shallow basalt bedrock along scour channels to be considered "scablands".

Dr. Allen felt the most concentrated scablands geology was historically in the areas now dominated by aggregate operations. Much of the geology is now effectively destroyed, especially protruding bedrock knolls left by the scouring. He identified the kolk pond along the BNRR and the large kolk near Meadowbrook Lane at the right angle turn in the County line as meriting preservation. Finally, he identified the Rock Creek channel as notable for its exposed bluffs and for the fact it "captures" and carries north to the Tualatin River several drainages that normally would flow directly south to the Willamette. The scabland scouring action in effect created a reverse drainage.

Dr. Allen loaned me a copy of his out of print book The Magnificent Gateway, which references the Scablands. He also suggested I contact Don Hall or John Beaulieu at the Oregon Dept. of Geology and Mineral Industries for more recent research, mapping and data on the Scablands.

## **10. Paul Hennon and Jim Jacks - City of Tualatin**

**Box 369  
Tualatin, OR 97062**

Paul is Tualatin's Parks and Recreation Director and Jim is the Planning Director. Parks Planner Virginia Hobson also attended. They provided me with copies of Tualatin's Comp Plan references to the Scablands, City Zoning maps and Goal 5 inventory mapping, and copies of the background materials they had accumulated. They identified the "Seely Creek" drainage just south of the UGB bounded by Boones Ferry, Grahams Ferry and Day roads as an important resource. This area is a Scablands scour channel as identified by Dr. Allen's work. The City is acquiring small holding at the upper reaches of the creek thru development, and the same developer may be willing to part with additional holding just outside the UGB. They stated, however, that the pattern of rural residential development along Seeley (the creek is essentially the "backyard" of numerous acrages) may make acquisition difficult. The area is also the most distant from other core Scabland resources.

Within Tualatin's area of influence they picked the "Burlington Northern" pond as the best compact site exhibiting Scablands geology in association with other values (wetlands, woods). Basalt is exposed in cliff walls along what was a narrow flood scour channel. The pond is a kolk. Access is limited, however, to either private Tigard Sand and Gravel roads or the BNRR right of way. There is an informal agreement between Tualatin and Tigard S & G to leave the west side of the kolk area wooded. Jim Jacks was to get me the names of officials involved.

Further to the west, they commented on the value of the Coffee Creek floodplain between Tonquin Loop Road and Grahams Ferry and the upper reaches of Rock Creek outside of the proposed TRNWR. They felt both drainages could be key links in a future Tonquin Trail. The largest kolk in the Scablands is in this vicinity.

Paul and Jim agreed that just buying small isolated features would make things more local than regional but that the BN kolk channel should nevertheless be purchased. After that, something of a size that befit the regional system was in order. They suggested that building purchases off of the Rock Creek channel and the TRNWR was appropriate.

Suggested I talk to Richard Devlin, former Tualatin City Councilor.

## **11. Kate Halstead - Oregon Dept. of Geology and Mineral Industries**

**800 NE Oregon Street, #965  
Portland, OR 97232**

Referred me to May and July 1995 issues of Oregon Geology, which focused on channel scablands! Picked up copies at ORGAMI bookstore. She was going to contact a geologist now in ORGAMI Baker City office who previously studied the Scablands.

**12. Ralph Webber - TRNWR Assistant Refuge Manager**

**20555 SW Gerda Lane  
Sherwood, OR 97140**

Talked via phone. Could not meet until after January 1. Promised to remind Refuge Manager of my five week old request for a meeting. As of the current date of this Interview Summary, a meeting was tentatively scheduled for February 21.

**13. Charlotte Lehan - Friends of Goal 5/City of Wilsonville**

**3000 Town Center Loop E  
Wilsonville, OR 97070**

Charlotte is also a Wilsonville City Councilor and TWC Boardmember. A staffer (Chris) from Wilsonville Community Development Department also attended. Charlotte provided a copy of a report she had put together on the Coffee Creek drainage and we reviewed my findings thus far on the extent and condition of the Scablands. I indicated that the "BNRR" Pond, although isolated from Rock/Coffee Lake Creeks, was a high quality scabland remnant, and that the historic core of the Scablands was that area heavily impacted by gravel operations. The Rock Creek channel is also a notable Scablands feature, but one presumably protected by the TRNWR.

Most of our discussion centered on providing a logical natural area link from the Scablands to the Willamette, particularly where you have to "jump" drainages (ie: Rock to Coffee or Coffee to Mill). We also discussed the desirability of using the Metro Greenspaces acquisitions to begin the process of establishing the Tonquin Trail.

It was agreed that the connection of the Rock and Coffee drainages would augment the TRNWR. USFWS is authorized to buy land for the Refuge down to the Washington County line (although no funding was obtained in 1995). A variety of sources (field survey, aerials, topos and Professor Allen data ) indicate there are one or perhaps two scabland channels linking these two drainages.

Along the Coffee Creek drainage we discussed the TPL and Beck parcels south of Grahams Ferry Road and the possible donations of wetlands along Seely Ditch (Young and Picullel) to TWC. Charlotte noted that Seely Ditch was mislabeled on Metro's maps, and that the City of Wilsonville has plans for an east-west connection of Boeckman and Westfall Roads at the north end of the Ditch. We discussed the origins of Seely Ditch and the impacts on Coffee Lake and Coffee Creek. The vicinity of the original lakebed and the vestigial island seemed a good site to build up some acquisitions, especially given the quality of the habitat and the existing or proposed TWC and TPL holdings. South of Picullel's property, topography and urban development narrows the stream channel significantly, and Charlotte and Chris both recommended the natural area jump west to Mill Creek via State lands rather than thread this needle. In any event, the Wilsonville Comprehensive Plan prospectively protects the lower end of Coffee Creek with an Open Space designation.

Between Coffee Creek and Dammasch Hospital are 2-3 large tracts of land currently outside of the UGB (but hoped to be included as an outcome of 2040 process). Both Charlotte and Chris felt that a natural area link could be established as part of the future development of this land.

The State owns considerable property just east of Grahams Ferry (Dammasch Hospital, et.al.). City has a commitment to do a master development plan for Dammasch and has a lease/purchase option on property to the south, less 20 acres which is slated to go to the School District. There are also 2 nature parks in an adjacent subdivision, and the adjacent Living Enrichment Center has wetland areas and just bought 50 acres across Grahams Ferry to preserve woodland. Both Chris and Charlotte felt a Tonquin Trail corridor could be brought thru here provided there were some lot line adjustments between Dammasch and other State property and that Metro picked up Wilsonville's lease option.

The southwest end of the State property includes Mill Creek as it parallels Bell Road until it crosses Wilsonville Road. Mill Creek from this point until it joins the Willamette has recently been for sale.

Suggested I talk to Scott Burns at PSU Geology about recent Scablands research. Also, Andrew Bryant is a professional forester and area resident (work phone: 682-0572) with an interest.

#### **14. Oregon Mine Land Reclamation Division**

Talked via phone. Neither Tigard Sand and Gravel nor Oregon Asphaltic have filed reclamation plans, nor are they required to do so. T S&G is not engaged in a permitted activity (not doing enough mining), OA is grandfathered. Morse Bros. has three permits/plans in Washington County. Ordered Morse's plans.

## Appendix B

### **Tonquin Geologic Subarea Descriptions**

#### **1. Burlington Northern Kolk Pond - 80+ Acres**

Located on a site accessible only by foot down a BNRR track line, this kolk pond is generally cited as the best remaining. A narrow scour channel between two basalt divides includes year-round ponds, wetlands, scoured basalt bluffs and forested areas (including madrone). The high bluffs, open water and narrow channel contribute to the perception of isolation. Addition of this property to Metro's greenspaces would preserve a full range of distinct scabland features and associated habitat, link to Tualatin's Hedges Creek Greenway, and act as a buffer from resource extraction activities. This site would complement any future BNRR rail to trail conversion or eventual reclamation of nearby gravel pits.

#### **2. Middle Rock Creek Floodplain - 354+ Acres**

Middle Rock Creek is an "underfit" (i.e., draining a larger area than its size would normally indicate) stream draining into the Tualatin River to the north. Except for its upper reaches in Area 3, Rock Creek itself is currently entirely within the proposed Tualatin River National Wildlife Refuge (TRNWR). The middle reach of the creek (approximately Tualatin-Sherwood Road to County line) is already in partial Federal and City ownership.

This 320 acre area (south of Oregon Street) includes that portion of the middle reach that drains through a major Bretz Flood scabland scour channel, and is fed by a complex secondary scour channel along Murdock Road, which includes three kolks and two basalt divides. The Rock Creek bluffs are considered the best examples of scabland bluffs in the Tonquin. Large madrones can be found throughout this area.

About half of this area is within the UGB and undergoing rapid development. The balance is primarily 100-year floodplain and within the TRNWR boundary. Therefore, a system of partnerships or Inter-governmental Agreements, if successful, will achieve significant protection of the creek and floodplain. Potential liaisons include:

- Partnership with US Fish and Wildlife (USFWS) to financially assist TRNWR acquisitions where Federal funds may be unavailable
- Partnership with City of Sherwood in expansion of its Murdock Road area parks
- Partnerships with USFWS and Tualatin Valley Gun Club in securing mutually beneficial buffer areas along the east side of Tonquin Road.

#### **3. Upper Rock Creek (439 +)**

Rock creek's "headwaters" consist of several small stream channels which flow down the east slope of Parrett Mountain, where they are captured by scour channels and then demonstrate a "reverse flow" to the north, a unique feature of scablands. South of the Washington County line and the proposed TRNWR boundary, Rock Creek then turns westward. This area includes diverse floodplain, wetland and woodland habitats and four significant scabland features are exhibited; the point of reverse drainage, a large kolk (plus



two smaller kolks), basalt divides, and the Rock Creek/Coffee Creek scour channel connection.

Acquisitions south of the County line would form functional additions to southerly units of the TRNWR, and facilitate connection to the Tualatin River Greenway via northerly units of the TRNWR. A provision for the future Tonquin Trail from the Rock Creek to the Coffee Creek drainages may be established in Upper Rock Creek.

#### **4. Coffee Creek- 700+ Acres**

Coffee Creek is another "underfit" stream, originating in what was historically the most concentrated "zone" of scablands geology, and what is now the center of gravel extraction activities (between Tualatin-Sherwood Road and Tonquin Loop Road). South of Tonquin Loop Road, Coffee Creek skirts the Tualatin Valley Fire Training Center and flows into a broad, wet floodplain that extends over two miles to the Seeley Drainage Ditch. Coffee Creek reemerges as a "natural" stream at the Wilsonville city limits, the approximate location of the large gravel bar deposited by the Bretz Floods. Within Wilsonville itself, Lower Coffee Creek flows through a narrow ravine before draining into the Willamette. The slowing and broadening of the Coffee Creek drainage parallels the action of the Bretz Floods. The BNRR forms the approximate east boundary of this 600 acre area.

Private, non-profit land trusts (The Trust for Public Land -TPL and The Wetlands Conservancy - TWC) already own or are negotiating for approximately 130 acres of Coffee Creek floodplain south of Grahams Ferry Road. Acquisitions in this area have the potential to preserve significant floodplains, wetlands and wildlife habitat by linking up with TPL and TWC lands and the City of Wilsonville's Lower Coffee Creek Greenway. A route may be established for the planned Tonquin Trail, and restoration of Coffee Lake as a major historic natural area may be envisioned.

The preservation of lower Coffee Creek may be a partnership opportunity with the City of Wilsonville, and an greenway corridor to Dammasch and Mill/Corral Creek may be possible through easements, dedications, fee or less than fee acquisitions.

#### **5. Dammasch Hospital/ODSL Wilsonville Tract - 800+ acres**

Straddling the border of the Mill Creek and Coffee Creek drainages is the Dammasch State Hospital, and another large public ownership property referred to as the ODSL (Oregon Department of State Lands) site due south of the hospital. The private non-profit Living Enrichment Center is also in this vicinity. The Center has maintained wetlands on its headquarters property and purchased another 50 acres of woodlands to the west for preservation.

All or portions of the State properties have been proposed at various times for numerous activities - a drinking water treatment plant, open space, as a school site, conversion to a film production studio, etc. Currently the City of Wilsonville is committed to master planning of the Dammasch site and a lease/purchase for most of the ODSL site, whose northern boundary is used for this specific area. The ODSL site in particular contains significant wetland, which are contiguous with a City nature park.

This site affords singular opportunities including partnerships with the City of Wilsonville and its school district, the State of Oregon, and others in the reuse of existing public property for open space and recreation needs. A depiction of the Bretz Floods and resulting geologic features may be located here. It provides another link for the future Tonquin Regional Trail and preserves wetland, stream and woodland habitats..

#### **6. Mill/Corral Creek - 100+ Acres**

Mill and Corral Creeks drain the southeast flank of Parrett Mountain. Mill Creek actually flows along the west edge of the ODSL site before joining Corral Creek and draining through a deep wooded ravine to its confluence with the Willamette River. The significance of this creek system lies in protecting a drainage in the Tonquin "area of influence" that does not benefit from other municipal, county, regional or Federal protection. It may also effectively extend the Dammasch/ODSL open space and provides the final leg for the route of the Tonquin Trail.



METRO

## TONQUIN GEOLOGIC AREA QUESTIONNAIRE

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The Metro staff invites you to participate in the Refinement process for the Tonquin Geologic Area study. Refinement is the public process through which Metro adopts specific geographical boundaries and objectives for each target area. In the course of this process we interview stakeholders, evaluate the undeveloped land in the target area and formulate preliminary objectives. Please assist us by completing this questionnaire and sharing your ideas.

1. For the Refinement process being undertaken by the Metro staff, what key elements of the Tonquin Geologic Area acquisition should be emphasized as part of the acquired land? (rank in order from 1 to 6, with 1 being the most preferred choice, and 6 as the least important ).

\_\_\_\_\_ Unique geologic features, such as the scour channels, kolks, bluffs and basalt divides

\_\_\_\_\_ Connecting links to open space natural areas, such as the Tualatin River National Wildlife Refuge and the Willamette River Greenway

\_\_\_\_\_ Acquisition of Oregon's Department of State Lands' Wilsonville property, emphasizing existing or future potential to support a diversity of plants and animal life

\_\_\_\_\_ Trails for hiking and biking

\_\_\_\_\_ Public access and educational opportunities

\_\_\_\_\_ Wetlands and riparian corridors

\_\_\_\_\_ Watershed protection

2. What other interests should be emphasized? (Rank 1 to 5, same as above).

\_\_\_\_\_ Possible geologic interpretive/historical areas

\_\_\_\_\_ Picnicking and camping areas

\_\_\_\_\_ Hiking and biking

\_\_\_\_\_ Public access and educational opportunities

\_\_\_\_\_ Wildlife viewing

3. What further suggestions would you propose to enhance the regional natural area?

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4. What additional information would be helpful to you?

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5. Additional comments:

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6. Are you interested in participating in the Open Space Program as a willing seller or benefactor in the form of a donation, dedication or conservation easement?

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Name, Address, Phone (OPTIONAL)

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Please add my name to your Tonquin Geologic Area Refinement Plan Mailing List regarding future information, public meetings and events.

Please return to Metro Open Spaces Program, 600 Northeast Grand Avenue, Portland, OR 97232-2736. You may also call Metro's Open Space Hotline (797-1919), for more information or to leave a comment.

**Appendix C  
Wilsonville Community Development Center  
Tonquin Geologic Area Public Workshop**

**February 21st, 1996**

**Comments and Questions:**

What will happen to the acquired lands as far as access? Will it be fenced off?

The Metro staff stated that will be decided on a case by case basis and briefly explained "stabilization". For now, we are landbanking.

Please explain what decisions will be made at the meetings on March 4th and the 14th?

Metro staff briefly reviewed again the refinement process, Regional Facility Committee meetings, full Council meeting, and overall vision of the Greenspaces Master Plan.

Will the decisions on March 5th and 19th be on how to prioritize among the 5 areas?

Metro staff explained how the Tier 1 and 2 objectives worked.

Do you prioritize based on values or financial partnerships?

Metro staff emphasized interest in partnerships of all types, reviewed criteria as it relates to land values.

RE: Wilsonville tract and Dammasch lands - If the State holds lands, how likely are they to open them up for public access?

Metro staff referred to Management Plan of Dammasch and Wilsonville. Explained amendment to Plan to allow for sale of lands. Charlotte Lehan of the City of Wilsonville explained that the Tract is in the School fund and DSL will negotiate with any interested parties.

Is Peach Cove in this area?

It is in the Willamette Narrows target area, coming up for refinement in March.

Richard Devlin, former Metro Councilor, stated that this is a complex geologic area and Metro's focus should be on the specific features, but that the other aspects of the area (such as water features) are very important too. He suggested that the State agencies such as DSL and LCDC should reach a unified vision for the area.

If you focus on recreational as well as the geologic features, and tie them together, more people will take interest in the area.

Coffee Lake Creek is an important potential recreational site. Hydrology studies indicate restoration of the lake is possible, and wildlife viewing is good there.

Metro staff indicated that a partnership with the Wetlands Conservancy is a goal there.

The Burlington Northern Kolk Pond in Area 1 has the potential for good access, there may be parking to the east near 108th and Hybach Rd.

The Wilsonville Tract and the Coffee Lake Creek area are the most important priorities. Are there scablands in the TRNWR?

Consultant Jim Rapp stated that it may be a deposit area, but scablands are concentrated in the Tonquin Geologic Area.

When you say "open space", what does it mean?

Metro Staff explained Bond Measure and Master Plan. Charlotte Lehan explained significance of the UGB, that land inside such as Dammasch, is developable, whereas the Wilsonville Tract is not, so they are for differing uses. She stated the Wilsonville tract would be an important connection to the Coffee Lake Creek area.

Could the Wilsonville tract be annexed by Wilsonville?

Charlotte Lehan stated that the City would love to preserve it and remarked that if it was in the UGB, the price would go up and since it is not, it is still intended for agricultural use. Annexation is not necessary if it will not be developed.

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF APPROVING A	)	RESOLUTION NO. 96-2301
REFINEMENT PLAN FOR THE ROCK CREEK	)	
GREENWAY AS OUTLINED IN THE	)	Introduced by Mike Burton
OPEN SPACE IMPLEMENTATION	)	Executive Officer
WORK PLAN		

WHEREAS, In July 1992, Metro completed 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 electors of Metro approved Ballot Measure 26-26 which authorizes Metro to issue \$135.6 million in general obligation bonds to finance land acquisition and capital improvements pursuant to Metro's Open Spaces Program; and

WHEREAS, the Rock Creek Greenway 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, in November 1995, the Metro Council adopted the Open Space Implementation Work Plan, which calls for a public "refinement" process whereby Metro adopts a Refinement Plan including objectives and a confidential tax lot specific map identifying priority properties for acquisition; and

WHEREAS, Resolution No. 95- 2228 authorizes the Executive Officer to purchase property with accepted acquisition guidelines as outlined in the Open Space Implementation Work Plan, now therefore,

BE IT RESOLVED,

That the Metro Council adopts the Rock Creek Greenway Refinement Plan, consisting of objectives and a confidential tax lot specific map identifying priority properties for acquisition, authorizing the Executive Officer to begin the acquisition of property and property rights as detailed in the Open Space Implementation Work Plan adopted in November, 1995 and in Resolution No. 95-2228.

ADOPTED by Metro Council this \_\_\_\_\_ day of \_\_\_\_\_, 1996.

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

Approved as to Form:

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

## Staff Report

### CONSIDERATION OF RESOLUTION NO. 96-2301 FOR THE PURPOSE OF ADOPTING TARGET AREA BOUNDARIES AND OBJECTIVES FOR THE ROCK CREEK GREENWAY

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Date: February 23, 1996

Presented by: Charles Ciecko  
Jim Desmond

## BACKGROUND AND ANALYSIS

The target area description in the Bond Measure Fact Sheet (authorized by Council Resolutions 95-2113, 94-2050 and 94-2029B) was as follows:

"Rock Creek Corridor. Acquire 300 acres along the greenway."

In the 1992 Green Spaces Master Plan, the target area was described as follows:

Rock Creek is a complex system of several tributaries in western Washington County. After originating in the Tualatin Mountains, Rock Creek passes over low-gradient terrain through agricultural lands and rapidly urbanizing areas between Beaverton and Hillsboro.

The branching pattern of the tributaries provides a foundation on which lengthy riparian connections could be reestablished that would improve habitat values and be accessible to a large number of the region's residents. As with other watersheds in the Tualatin basin, water quality is a concern.

### **Target Area Description:**

The headwaters of Rock Creek originate on the west side of the Tualatin Mountains in unincorporated Multnomah County, southwest of N.W. Skyline Boulevard. The creek flows through unincorporated Washington County woodlands and agricultural lands before crossing into the urbanized area near West Union and Springville Roads. The watershed for Rock Creek includes in excess of 18,000 acres and numerous tributary streams. Major tributary streams include Abbey, Dawson, Holcomb, Bronson, Willow and Beaverton Creeks.

The City of Hillsboro Parks Department and the Tualatin Hills Parks & Recreation District own and manage some natural areas along Rock Creek. Larger sites owned by the City of Hillsboro along the Rock Creek Corridor include Rood Bridge Park (61 acres) where Rock Creek flows into the Tualatin River and Noble Woods Park (36 acres) where Rock Creek flows southwest of West Baseline Road at 231st Avenue. The City of Hillsboro is also securing dedication of the 100-year floodplain on an incremental basis as a condition of development of adjacent properties.

Tualatin Hills Parks & Recreation District (THPRD) owns Rock Creek Park adjacent to the north side of Highway 26 and the Bethany Pond area south of West Union Road. Similar to the City



of Hillsboro, THPRD has obtained dedication and ownership of portions of the 100-year floodplain along tributary streams (Beaverton, Bronson and Willow Creeks) through the land development permit process.

Extending south from the Holcomb Creek/Rock Creek confluence area near Portland Community College to the mouth at the Tualatin River, the 100-year floodplain of the main stem of Rock Creek encompasses approximately 830 acres. The creek flows through two privately owned golf courses: Rock Creek Country Club and Orenco Woods.

Outside of the publicly owned segments of Rock Creek, there are areas along the creek where the riparian corridor is still intact, particularly in creek confluence areas. However, urbanization pressures are very strong in Hillsboro and the Bethany area. Westside Light Rail Transit (LRT) will cross Rock Creek on a structure and two stations will be located in proximity to the creek corridor (Orenco and 205th/Quatama stations). Intensive urban development is planned within a 1/4 mile radius of the LRT stations.

### **Refinement Process:**

In November and December, 1995, sixteen stakeholders were interviewed to identify key issues pertaining to the Rock Creek greenway. These interviews included representatives of the City of Hillsboro, Washington County, THPRD, Multnomah County, Washington County Soil & Water Conservation District, Unified Sewerage Agency, Metro 2040 staff, and a meeting with the Friends of Rock, Bronson and Willow Creeks. A summary of the stakeholder interviews is included in the Appendix (A-1). Key issues and questions raised in the interviews are highlighted below:

Development within the 100-year floodplain is restricted by a number of existing regulations. Should regional bond funds be spent to acquire floodplain areas?

Wooded upland sites adjacent to the floodplain and within the UGB are most vulnerable to development pressure.

A connected greenway in this portion of Washington County can provide needed "access to nature" for a rapidly growing area.

Metro should coordinate open space acquisition efforts with City of Hillsboro efforts and the USA sub-basin strategy for Rock, Bronson and Willow Creeks to leverage the regional bond dollars.

Public input to LRT station community planning has repeatedly emphasized the importance of accessible open space and natural areas to balance higher development densities.

A public workshop was held on February 13, 1996 to present Metro's staff's refinement strategy and objectives for the Rock Creek Greenway. Over 5000 notices were mailed to area residents and other interested stakeholders.

Questions and comments from the public workshop are summarized in Appendix A-2: "Rock Creek Greenway Refinement Plan Meeting Notes."

Biologist's evaluation of the Rock Creek Greenway based on the regional target area criteria is included in Appendix A-3 and provides key findings leading to the recommended Refinement Area Boundary.

On February 20, 1996, the Regional Parks and Greenspaces Advisory Committee held a public hearing on the Rock Creek Refinement plan and with minor changes, incorporated in this report, and recommended approval.

**RECOMMENDATION:**

The long-term vision for the Rock Creek Greenway is proposed as follows:

Protect/enhance continuous floodplain and riparian corridor of Rock Creek from the headwater areas in Forest Park to the mouth at the Tualatin River for multiple values:

- wildlife habitat
- community identity "access to nature" in rapidly developing area
- linear connection with larger parks and natural areas such as Forest Park and Jackson bottom
- water quality/water quantity management
- education and stewardship opportunities.

**OBJECTIVES:**

The following are prioritized objectives of the Rock Creek Greenway Proposed Refinement Plan.

**Tier 1:**

Acquire a minimum of 300 acres along the Rock Creek Corridor to include:

- key upland sites adjacent to the Rock Creek floodplain within the UGB, with an emphasis on sites at creek confluence areas.
- floodplain/riparian corridor along Bronson and Beaverton Creeks (tributaries of Rock Creek) between Orenco and 205th/Quatama LRT station areas.
- the creation of a regional natural area north of West Union Road at the confluence of Rock Creek and Holcomb Creek.

**Tier 2:**

Acquire key links to complete continuous public floodplain.

Expand regional natural area at the confluence of Rock Creek and Holcomb Creek.

Expand acquisition of the headwaters area to link Rock Creek Greenway with Forest Park.

**Partnership Objectives:**

Support the City of Hillsboro and Washington County in the protection of the 100-year floodplain.

Pursue partnership opportunities with the City of Hillsboro, Washington County, Tualatin Hills Parks & Recreation District, Tri-Met and Unified Sewerage Agency to leverage the regional Open Space bond dollars targeted to the Rock Creek Corridor.

**Executive Officer's Recommendation:**

The Executive Officer recommends passage of Resolution No. 96-2301.

**STAKEHOLDER INTERVIEWS  
ROCK CREEK GREENWAY**

**Wink Brooks, Hillsboro Planning Director**  
Phone: 681-6153

**Comments:**

important to have a regional discussion of acquisition of the 100 year floodplain vs. exactions or dedications  
Hillsboro doesn't count the floodplain as "buildable" land  
Hillsboro quite successful in obtaining dedication of the floodplain as a condition of development approval  
position that open space acquisition efforts should focus inside the UGB and should emphasize values for people; need green infrastructure to balance higher densities  
areas outside of the UGB are not "at risk" for development; wooded uplands adjacent to the FP inside the UGB have no protection

**Russ Sterenberg, Hillsboro Parks Director**  
**Scott Talbott, Hillsboro Parks Planner**  
Phone: 681-6220

**Comments:**

Rock Creek Greenway can be a wonderful public amenity for the community & region; currently little public awareness and advocacy for the greenway  
Hillsboro doesn't have overall master plan for the Greenway; focusing on public ownership of the floodplain to link and connect other larger open spaces such as the Tualatin River, Rood Ridge Park, Noble Woods park.  
May also be opportunities to link the Greenway with the BN rails-to-trails project  
Rock Creek crosses through two privately owned golf courses - could complicate opportunities for linear public greenway  
Need Metro's help to establish a vision for this corridor; currently just reacting to development projects and trying to get floodplain area under public ownership  
critical to build public support and advocacy for what this corridor could be

**Hal Bergsma and Ross Van Loo**  
**Washington County Planning Dept.**  
**Phone: 640-3519**

**Comments:**

floodplain/wetland areas are heavily regulated by federal, state and local programs  
wooded uplands receive very little protection under existing programs  
100-year floodplain is typically protected with development review - may be reserved as an open space tract or transferred to THPRD  
county allows density transfers from floodplain to upland areas  
why spend regional dollars to buy creek corridors that are already protected by many layers of government  
recognize that it may take years to pull a system together with incremental dedication  
Holcomb Lake area should be considered - it is adjacent to urban area and contiguous with other Rock Creek public ownership sites  
regional \$\$ should be focused on key upland sites adjacent to the floodplain - recognize that these sites will be very expensive  
focus on open space near LRT station areas where high densities are planned  
most of the Rock Creek Greenway will fall under Hillsboro's jurisdiction and they are considered the key local agency

**Andy Priebe, Planner**  
**Tualatin Hills Park & Recreation District**  
**Phone: 645-6433**

**Comments:**

public doesn't care whether natural areas are owned/managed by Metro, the county, cities or THPRD  
public expects cooperation and coordination between the different providers  
acquisition, conservation and protection of natural areas is part of the mission of THPRD; balance with active recreation areas & facilities  
Rock Creek Greenway important for linkages/corridor connections  
focus on land areas with diversity and unique attributes; THPRD would have a difficult time justifying acquisition of sites outside of the UGB  
extreme pressures to tie up sites quickly; shocked at prices of land within the UGB  
THPRD has been receiving dedication of floodplain/wetland areas through the Washington County/Beaverton development review process

recognize that it is very difficult to develop trails in floodplain/wetland/riparian areas

corridor building should be a central theme of the acquisition efforts

THPRD still shows power corridors for potential trail/bikeway connections. BPA is changing posture on trails because of concerns regarding EMF. This may shift greater emphasis to creeks for connectivity

**Susan McLain, Metro Council**

**John Fregonese, Metro Growth Management**

**Phone: 797-1750**

**Comments:**

Rock Creek Greenway reflects strong 2040 public values: access to nature; ribbons of green through the urban area; separation of communities by natural features

linear nature of greenway provides great access to nature for a wide geographic area

few large sites within the UGB; acquisition should consider smaller upland sites adjacent to the floodplain

look for partnership opportunities with the City & USA

Rock Creek can be a tremendous open space resource and amenity for an area that is urbanizing very rapidly

Metro will be asking locals to tighten up floodplain regulations as one of the tools to speed implementation of 2040

Susan indicated that Jackson Bottom provided a good example of what this area could be; partnership roles; tremendous educational resource

John felt that it made the most sense to focus Metro funds on acquisition of a few key "beads" along the necklace - floodplain with adjacent upland and riparian areas

Proximity to nature critical in LRT station areas - opportunities for very creative planning with intensive development framed by the natural creek corridor  
protection of the creek/riparian corridor is most important; with selective access only

**Lori Faha, Water Quality Program  
Unified Sewerage Agency  
Phone: 648-8730**

**Comments:**

draft plan for Rock Creek, Bronson and Willow Subbasin - will go before the USA Board for adoption in the Spring of 1996  
plan emphasizes nonstructural solutions to water quantity/quality problems - ordinances for riparian protection, erosion control, education  
Holcomb Lake site north of West Union the priority site for water quality: stormwater detention would be a major benefit to flood control and natural area protection downstream  
USA willing to put \$\$ toward public ownership; potential for compatible uses; no visible change in existing natural conditions except during high water periods  
segment of Rock Creek north of Orenco is a functioning floodplain with associated wetlands and shading offered by vegetation  
good enhancement opportunities where creek and riparian corridor has been heavily disturbed through the two golf courses  
confluence of Dawson & Rock Creek identified by ODFW for fisheries potential  
USA regulations require 25 foot setback from top of bank for water quality - only applies to new development  
balanced cut and fill regulations deal with issues of flood control

**Friends of Rock, Bronson & Willow Creeks  
c/o Mary Vogel @ Tualatin Riverkeepers  
Phone: 624-0855**

**Comments:**

sense that people didn't know what portions of Rock Creek would be acquired with the bond measure; residents of Bethany thought that tributaries would be eligible  
some questioned the wisdom of spending funds on 100-year floodplain that is restricted from development  
why not look at acquisition of upland areas adjacent to the floodplain; make purchase contingent upon dedication of the floodplain  
upland sites will be expensive - they are buildable  
sense that contractors aren't using erosion control measures properly  
no strong feelings from this group whether funds should be focused inside or outside of the UGB. Don't want Metro held hostage with unrealistic price demands

sense that natural areas along the LRT corridor are doomed; pressure for higher densities near LRT may conflict with desires to preserve open space in proximity to higher densities

**Scott Pemble, Planning Director**  
**Multnomah County**  
Phone: 248-3043

Comments:

county has completed Goal 5 inventories for the west hills; special regulations for stream corridors and wildlife corridors  
headwater areas outside of the UGB are typically in forest designations; county cannot regulate forest harvest activities (must comply with FPA regulations)  
county can regulate siting of new dwellings; typically require a 300 foot setback from the center of the stream; some provisions for variances  
wildlife corridor regs. deal with fencing along the roads; very difficult to enforce  
sense that domestic animals and agricultural practices probably have the most impact on stream & wildlife corridors; forestry practices can coexist  
are headwater areas at risk? Outside of the UGB, resource zoning in place, stream corridor overlays – not as vulnerable as other sites

**Rand Fisher**  
**Washington County SWCD**  
Phone: 681-0953

Comments:

some new rural land management regulations taking effect for the Tualatin Basin emphasize non-disturbance area of 20 feet from top bank of streams  
best management practice to fence and keep livestock out of streams  
try to maintain/restore riparian corridor  
FPA kicks in for harvest of timber for sale (even applies to sale of firewood); depends on enforcement  
very slow process of education; goal of better coordination of all planning/regulatory efforts within the watershed  
SWCD regulations will apply to any farmer using grant/loan programs; no application to rural residences with no commercial farm activities



Rock Creek Public Workshop

2/13/96

Attended by 10 people

**QUESTIONS AND COMMENTS:**

**What is the land use along the northernmost edge of Rock Creek?**

Mostly farm and forest. EFU and Agricultural Zoning.

**What is the time frame for Metro to purchase land?**

**What about Beaverton Creek? Will you make any acquisitions there?**

The proposed plan is to concentrate around the nodes where Beaverton Creek meets Rock Creek. Beaverton local share funds may be used in other areas.

**How will Urban Reserve Study Areas impact this? Where is the boundary on Metro's maps?**

Not shown on map. Not one of our main criteria.

**By the golf course, 216th St. is slated to become a major arterial. How will the traffic impact the biological element there? How much effort will be made to coordinate urban development with open spaces?**

We are unaware of these plans but will research. Transportation authorities that consultant spoke with did not mention that plan.

**Did 100 year flood plain change significantly after floods?**

There have been some new flyovers to determine that. Results are not known yet.

**Consultant led discussion of "Is the 100 year flood plain adequately protected?"**

**Where is the balance between protecting and providing access to open spaces?**

Metro biologist explained stabilization and general purpose of the bond measure.

**If you conclude that 100 year floodplains are protected, are they then a lower priority?**

That conclusion cannot be drawn at this time. Mentioned Hillsboro's successful dedication policy.

**Do municipalities have the authority to require dedications?**

Hard to answer, in some instances it may resemble a taking.

Builder in audience told of some floodplain building regulations.

## Evaluation of Target Area Based on Regional Target Area Criteria

### ROCK CREEK GREENWAY AND ASSOCIATED HABITATS

Seven creek reaches have been identified for acquisition efforts within the Rock Creek Basin target area. In addition to the creek corridor itself, associated upland and wetland habitats have been reviewed. These areas were evaluated by staff and consulting biologists through a review of previous studies and updated field inventories. All sites were evaluated for their regional significance based upon the criteria for regional target areas.

This summary is organized by creek reach. Associated habitats area included within the individual reach descriptions and identified as such. Reaches are defined as follows:

#### Reach 1 Rock Creek mouth at the Tualatin River upstream to Brookwood Avenue

This section includes approximately 288 acres of riparian and associated forest and meadow upland habitats. The lower portion of this reach from the Tualatin Valley Highway to the mouth winds through a broad floodplain area of commercial, rural residential, light industrial, and parkland developments. Above the Tualatin Valley Highway the forested riparian corridor narrows as it winds through residential neighborhoods. Near Ash Street the riparian vegetation is bounded by "fingers" of forest habitat and a large block of upland conifer forest. Dominant plants within the riparian habitat include Douglas-fir, big leaf maple, red alder and Oregon ash within wetland areas, and Himalayan blackberry, willow, red osier dogwood, hazelnut, Indian plum, Pacific ninebark, vine maple in the shrub layer. Native herbaceous plants include stinging nettle, ladyfern, and trillium and non-native plants include sow thistle, impatiens, and buttercups.

Habitat value with Reach 1 is considered moderate based upon the presence of continuous but narrow riparian vegetation, the site's connection to the Tualatin River, tributary streams, and upland forested areas, and the fact that the area is subject to a high level of disturbance from adjacent homes and business and the invasion of non-native seed sources from urban landscaping. The exception is the forested knoll at Ash Street which is given high value. This habitat is rare within the urban setting and as such becomes important for sustaining local bird and mammal populations as well as areas for dispersal and resting for other species traveling to more suitable habitats elsewhere. Public access is currently limited and would be difficult to provide due to the narrowness of the riparian habitat.

Despite the urban setting, this area still plays an important role in providing shaded stream habitat (thermal control), and in the broader floodplain areas, streamflow dissipation during flooding events. For the most part, however, this section of Rock Creek has little associated upland habitats that can support a broader range of wildlife species. The site is visible from various adjacent roads and properties within the UGB and in the southern portion below the Tualatin Valley Highway from outside the UGB. Restoration potential is high for areas currently under public domain. For the most part removal of non-native invasive plants and the addition of shrubs and herbs where they are lacking would be all that was needed to improve habitat value within this reach.

#### Reach 2 Brookwood Avenue upstream to Baseline Road

This section includes approximately 168 acres of continuous riparian vegetation as well as associated upland and wetland habitats at the mouths of Dawson and Beaverton creeks (approximately 61 acres within the floodplain). The width of the riparian strip varies and in some areas is bounded by open

meadows. Dominant riparian overstory trees and shrubs include red alder and Oregon ash (wetland areas), wild rose, snowberry, and vine maple. Upland riparian and associated habitats include big leaf maple and Douglas-fir. At the confluence of the mainstem Rock Creek with Dawson Creek, the extensive forest habitat include both upland and wetland associated species. These include western red cedar, Oregon ash, big leaf maple, willows, wild rose, cascara, hazelnut, vine maple, red osier dogwood, nettles, salmonberry, galium, vanilla leaf and in the wetlands, skunk cabbage, cattail, and juncus effusus. The site is well connected to other habitats along tributary streams and in adjacent uplands.

Habitat value is generally moderate to high within Reach 2 due to the continuous riparian vegetation, the presence of predominantly native plants, both wetland and upland habitats of sufficient size and health that they support a wide variety of wildlife species as well as perform important floodplain protection functions and provide water quality benefits. The highest valued habitat exists at the confluences with Dawson, Milk, and Beaverton creeks and in Noble Wood Park.

The site is visible within the UGB from adjacent properties and local streets. It is not visible from outside the UGB. Public accessibility is possible within certain areas of this reach but would be counterproductive to habitat protection in some areas within the floodplain. Currently, for example, the large forested habitat immediately south of the Commons at Creekside housing development, is posted no access to protect the wildlife habitat. As a result of limiting access this habitat functions to provide secure nesting and foraging opportunities for songbirds, salamanders, deer, and cutthroat whose habitat is rapidly diminishing within the urban developable landscape. Along with the confluence area at Beaverton Creek, this area also provides suitable habitat for salamanders and other amphibians as well as rearing habitat for fish.

Habitat restoration within this reach would be minimal and require only limiting access, removal of non-native vegetation, and the addition of native shrubs and herbs in all habitat types. Controlling access from existing and planned future housing developments could be problematic.

### Reach 3 Baseline to Old Cornell Road

This reach includes approximately 72 acres of riparian habitat and acres of associated upland or wetland habitats. Dominant trees include red alder, big leaf maple, Douglas-fir and western red cedar. Shrub and herbaceous plants occur as either open or closed canopies and include Himalayan blackberry in the more disturbed edge areas, snowberry, wild rose, mock orange, hazelnut, vine maple, reed canary grass, pasture grasses, trailing blackberry, starry solomon's seal, and skunk cabbage in the wetland habitats. Past surveys show a high diversity of bird and mammal species use this reach for foraging, nesting, and travel. Beaver sign has also been observed. Habitat value ranges from low where riparian vegetation is highly disturbed or non-existent (Orengo Golf Course, Neumann Drive development) to high at the Cornelius Pass bridge. At this road overpass the floodplain includes back channel areas and mostly native plants which provide floodplain protection and water quality benefits. Most of Reach 3 would be considered of moderate value due to the presence of a greater or lesser width of riparian and adjacent upland habitat, which provides cover and thermal protection for the stream. Habitat continuity has been broken where vegetation is lacking thus limiting general habitat value to moderate.

Restoration potential is low. The reach is identified for intense commercial development associated with the Light Rail stations and residential development which has already begun. Development to creekside will negatively impact the benefits currently provided by the vegetated stream corridor. Visibility into the site is present along major roads and from adjacent within the UGB. Visibility from outside the UGB is possible from Highway 26. Public access will likely be high due to expected and planned development making protection of the higher value habitat difficult.

#### Reach 4 Old Cornell Road to West Union Road

This reach includes approximately 144 acres of riparian habitat. The portion from Old Cornell Road to Highway 26 is vegetated by a narrow strip of upland forest habitat. Dominant trees include Douglas-fir, red alder and big leaf maple with a few individual mature Oregon oak. In some areas the creek has been modified to provide alternate channels and backwater areas which support stands of willows and some wetland species such as cattail, sedges, and rushes. Reed canary grass is also present in the herbaceous layer as well as Himalayan blackberry and wild rose. Canopy closure averages 80-90% during the growing season. Downed logs are present in the channel and some upland areas providing cover and forage for aquatic and terrestrial wildlife. Habitat value is generally moderate based upon the extent and health of the riparian vegetation. Where the riparian habitat is fragmented in several places by major roads and the golf course/housing development north of Highway 26, habitat value is low.

The site is visible from within the UGB and from major roads and some properties immediately outside the UGB and likely from houses on higher ground.

A portion of this reach is presently under public ownership with active land management coordinated between the city of Hillsboro and Unified Sewerage Agency. Restoration has already begun in this area. A potential long-term management problem is controlling access from the major roads and housing developments planned for this area. Increased public access would limit habitat protection to the overstory trees which provide thermal control for the aquatic environment. Disturbance is likely to be high in the understory not only from public access but also from encroachment of non-native invasive plants from surrounding development.

#### Reach 5 West Union Road to NW Germantown Road

This reach includes approximately 324 acres of upland and wetland riparian habitat as well as associated blocks of upland forest and backwater marsh wetland (e.g. PCC campus site). Overstory trees include black cottonwood, red alder, willows, big leaf maple, Douglas-fir, western red cedar, and Oregon ash in the wetlands. Shrubs and herbs include non-native species such as Himalayan blackberry and many native species including wild rose, blue elderberry, snowberry, hazelnut, vine maple, sword fern, and various sedges and rushes, cattail and reed canary grass in the wet areas. Shrub layer development varies within subareas depending upon development and grazing activities.

Associated habitats to the creek include Holcomb Creek and Holcomb Lake, the marsh at PCC, and scattered upland forest habitat within the agricultural lands. This reach is well connected to other habitats providing nesting, foraging, and travel opportunities for mammals (deer, raccoon), birds, amphibians and reptiles, and prey sources such as aquatic and terrestrial insects. This reach is well connected to tributary stream corridors and upland habitats associated with the mainstem and the tributaries. The site's broad floodplain currently provides floodplain protection and water quality benefits except where riparian vegetation is lacking. Habitat value is moderate to high depending upon the level of disturbance, and the lack of well-developed native riparian vegetation which is very narrow in places. The highest valued habitat occurs in conjunction with Holcomb Lake. In this area the forest habitat is of sufficient size (estimated to be 80 acres) to support nesting and denning for a number of birds and mammals. The wetland forest of Oregon ash is rare within the urban metropolitan area. An active great blue heron rookery also exists in this area.

The site is visible from inside the UGB and from roads and properties within the Urban Reserve Area. The potential for restoration is high and would require removal of non-native invasive plants, limiting grazing in the riparian corridor, and the addition of native herbs, shrubs, and trees. In some areas it may be necessary to review the hydrology to assess if past changes need to be corrected in order to restore

floodplain habitat. To protect the integrity and functions of the highest valued habitat, public access would need to be limited in those areas.

#### Reach 6 NW Germantown Road to Cornelius Pass Road

This reach includes approximately 164 acres of riparian and associated upland and wetland habitats. Dominant overstory trees include big leaf maple, red alder, Douglas-fir, and some Oregon ash in wet areas. Shrubs include Himalayan blackberry in the disturbed areas at the edges of adjacent pastures or open agricultural fields and along the roadsides; and wild rose, Oregon grape, and snowberry. Herbaceous plants include native species such as sword fern and various flowering plants. Reed canary grass exists in more or less dense stands in flat areas of open meadows that lie immediately adjacent to the riparian corridor.

Where Rock Creek crosses Cornelius Pass Road the creek channel has been moved and now flows along the edge of an agricultural field. The riparian vegetation is mostly young red alder trees with little or no shrub layer. A large upland forest which includes a small tributary stream is located within this reach and encompasses approximately 100 acres of mixed conifer and hardwood species. Dominant trees include red alder, Douglas-fir, and big leaf maple.

Habitat value in Reach 6 varies. Where the creek has been moved and the riparian vegetation sparse the habitat value is low because floodplain protection is lacking. In the mid-section of this reach the forest cover (estimated at 100 acres) is extensive providing protection to the stream habitat as well as providing upland nesting, denning, foraging, and travel habitat to a variety of wildlife species. This forested area has high habitat value due to its size and its well established vegetative cover. The reach is connected both upstream and downstream on the mainstem, to a tributary stream north of NW Germantown Road, and to the high value upland forest.

The site may be visible on the far horizon from within the UGB on major roads, such as Highway 26. The site is also visible from the Urban Reserve area along major roads and from adjacent properties. Restoration potential is high and would require removal of non-native invasive plants, replanting with native species, and returning the creek's natural channel where it has been moved. This would restore the floodplain protection values now missing in this area. Public access should be limited in the high value forest to maintain the integrity of this habitat.

#### Reach 7 Eastern Headwaters Areas from Abbey Creek north to NW Skyline Road at NW Newberry Road

This reach includes the Abbey Creek tributary and an unnamed tributary system to its north. Abbey Creek includes approximately 65 acres of riparian habitat. The creek begins in heavily forested upland areas in the West Hills and flows through forest and farmland until it enters Rock Creek just south of Germantown Road. Within the farmlands riparian vegetation is discontinuous occurring in some areas as grassy banks and in others as forest habitat. Dominant overstory trees include red alder, big leaf maple, and willows with big leaf maple and Douglas-fir the clear dominants in associated riparian uplands.

At the headwaters area, habitat is primarily upland forest dominated by Douglas-fir, western red cedar, red alder and big leaf maple. The shrub layer is well developed and includes many native species such as ocean spray, tall Oregon grape, snowberry, salmonberry, hazelnut, and salal. Dead and down woody material is common within the creek channel and in adjacent uplands providing denning and foraging habitat for small mammals and insects. Snags are generally lacking thus limiting nesting opportunities for cavity nesting birds.

With the exception of those portions of Abbey Creek which flow through its broad floodplain area near Kaiser Road, the habitat value is high due to the diversity and complexity of the vegetation, its connection to Forest Park and the creek systems, and its size which provides suitable nesting, denning, foraging, and travel habitat for birds, large and small mammals, amphibians and reptiles, fish, and insects. Within the broad floodplain, riparian vegetation is non-existent in some place due to agricultural practices. Near Kaiser Road there is a small area of scrub-shrub wetland which is a fairly rare habitat in the drainage system. The site is connected downstream to the mainstem Rock Creek, and to forest and meadow habitats throughout the West Hills.

The site is visible from points within and outside of the UGB. Restoration is needed the broad floodplain area and would require limiting or removing livestock access and the replanting of native trees and shrubs appropriate to the habitat type, wetland or upland. Public access could be accommodated in the floodplain and forested areas so that important high value blocks of habitat area protected while other recreational opportunities are made available.

Staff Report

**CONSIDERATION OF RESOLUTION NO. 96-2307, FOR THE PURPOSE OF APPROVING A REFINEMENT PLAN FOR THE WILLAMETTE NARROWS SECTION OF THE WILLAMETTE RIVER GREENWAY TARGET AREA AS OUTLINED IN THE OPEN SPACE IMPLEMENTATION WORK PLAN**

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**Date: March 21, 1996**

**Presented by: Charles Ciecko  
Jim Desmond**

**BACKGROUND AND ANALYSIS**

**The Target Area description in the Bond Measure Fact Sheet (authorized by Council Resolutions 95-2113, 94-2050 and 94-2029B) is as follows:**

**"West Linn Vicinity. Willamette Narrows. Acquire 75 acres along the Willamette River Greenway."**

**In the 1992 Greenspaces Master Plan, the Target Area is described as follows:**

**"Willamette River watershed. Forest canyon between Petes Mountain and Wilsonville, the Canemah district of Oregon City and Molalla River State Park. Provide east-west ecological connectors between the Cascade Foothills and the Coast Range. Link upper and lower Willamette Valley and Tualatin Valley with the Tualatin Mountains. Willamette River Greenway addition."**

**Target Area Description:**

The target area is defined as the area along the Willamette River from the mouth of the Tualatin River south to the Canby Ferry Crossing, and including Peach Cove. The area contains a mixture of land uses including rural residential, agricultural and commercial timber land. A large private Country Club borders the steep wooded slopes on the northwest portion of the study area. The forest land is mostly second growth, but extensive and diverse. A young/mature oak forest exists on the south-facing slopes near the center of the area. Surrounding the oak forest is a mixed conifer and deciduous forest. Conifers (mostly Douglas fir) are found on the upper slopes, while the deciduous trees (red alder, big leaf maple, Oregon ash, and cottonwood) are found in the lowlands and along drainages. The area contains numerous drainages, seeps and wetlands including some relatively large diverse wetlands/bogs (scrub/shrub, emergent, open water, etc.). These natural features, along with the varied topography, inter-mixed habitat types, and limited development make this portion of the study area high quality wildlife habitat and unique to the urban area.

Three islands constrict the Willamette River in the center of the refinement area. The northwestern-most island is owned by the Nature Conservancy and protects a rare delphinium population found there. The middle island is included in the Willamette Narrows target area and the easternmost island (Rock Island) is included in the Canemah Bluff target area. All of these islands provide unique scenic and habitat value.

Some land within the target area is publicly owned; several large tracts of land and a few isolated smaller parcels were purchased by the State Parks and Recreation Department in response to statewide land use Goal 15 (Willamette River Greenway), and Hebb Park, a county-owned facility offering river access and picnic sites, is located on the western edge of Peach Cove. The Canby Ferry, a significant historical and cultural feature, is located at the end of Locust Mountain Road. The ferry still operates, carrying two to four cars at a time, however, service has been suspended recently due to flood damage to the access road on the north side of the river.

A unique feature of the target area is the bog-like wetlands distributed throughout the south-central portion of the area. These wetlands have formed within the remnant potholes scoured by historical flows of the Willamette River. Surrounded by steeply forested bedrock banks and exposed bedrock banks and exposed bedrock, these bog-like wetlands are relatively undisturbed, dominated by native plants and fauna.

### **Refinement Process**

The Open Space Implementation Work Plan adopted by the Metro Council in November 1995, required that a Refinement Plan be submitted to the Council for approval for each target area. The Refinement Plan will contain objectives and a confidential tax-lot-specific map identifying priority properties for acquisition, enabling Metro to begin the acquisition of property and property rights as detailed in the Open Space Implementation Work Plan and in Resolution No. 95-2228. Resolution No. 95-2228 "authorizes the Executive Officer to acquire real property and property interests subject to the requirements of the *Acquisition Parameters* and *Due Diligence* guidelines of the Open Space Implementation Work Plan."

The process for the development of the Willamette Narrows Refinement Plan has included field visits conducted by Metro staff and contractors, analysis of relevant maps, review and assessment of planning documents, and interviews with 19 individuals representing property owners, governmental agencies, natural resource experts, and non-profit advocacy groups. The most prevalent issues relating to acquisition are summarized in Appendix A.

A public workshop to discuss the proposed Refinement Plan was held on March 13th in Oregon City. Approximately 75 people attended and their comments are summarized in Appendix B. A biological report by David Smith, an independent consultant with Wildlife Dynamics, is attached as Appendix C.

### **Findings**

The area provides a large somewhat fragmented natural area that offers a valuable scenic resource with high habitat value for plants and wildlife, but limited opportunity for recreational linkage to other public open spaces. The goals identified for the Willamette River Greenway by the state and county are twofold:

- "To protect, conserve, enhance and maintain the natural scenic, historical, agricultural, economic and recreational qualities of lands along the Willamette River."
- "To maintain the integrity of the Willamette River by minimizing erosion, promoting bank stability, and maintaining and enhancing water quality and fish and wildlife habitats."



The 650 acre refinement plan area contains steep slopes and residential development which hinder a continuous linear greenway corridor. Nonetheless, certain features including the bog-like wetlands, steep slopes, river islands and undeveloped portions of the river bank are regionally significant and appropriate for protection due to their botanical, wildlife, water quality and scenic values. Objectives of the Willamette Narrows target area are to:

- Protect wetlands, bogs, and seeps associated with the oak forest for their habitat value.
- Protect large blocks of contiguous forest area for habitat value.
- Protect water and river bank resources of the Willamette River.
- Protect the unique habitat and visual qualities of the Willamette River islands.
- Work cooperatively with state and local agencies and private landowners to provide greenway linkages, where feasible, to West Linn, Wilsonville, Canby, and Molalla River State Park.

### **Regional Parks and Greenspaces Advisory Committee**

A presentation of the staff report was given by Metro staff and consultants at a public meeting in Room 370A of Metro Regional Facility on March 19, 1996. By a unanimous vote, the Committee approved the staff report subject to the following amendments:

1. The acquisition/protection of private islands in the Willamette River should be a Tier I objective, rather than a Tier II objective. (Note: the committee did not think it was particularly important which target area--Willamette Narrows or Canemah Bluff--includes the islands.)
2. As a partnership objective, Metro should work with the owners of agricultural land in the Peach Cove area to maintain protection of the resource and habitat values.

The following objectives reflect the amendments of the Regional Parks and Greenspaces Advisory Committee.

## **GOAL:**

Create a regional natural area of approximately 350-400 acres which supports statewide land use Goal 15 and the Clackamas County Comprehensive Land Use Plan and protects wetland/bog forested land and undeveloped riparian areas for wildlife, biological, botanical, educational, and water quality values.

## **OBJECTIVES:**

The following are prioritized specific objectives of the Willamette Narrows Refinement Plan. The Refinement Plan area contains approximately 650 acres.

### **Tier I Objectives:**

(75 acres)

- Acquire the bogs, ponds and small drainages to protect the biological and water quality values of these wetland systems.
- Acquire the steeply sloped areas north of the state parcel that are undergoing timber harvesting.
- Acquire large blocks of contiguous wooded area for habitat value, including remnant areas of oak on the south facing-slopes.
- Acquire/protect the private islands in the Willamette River for their scenic habitat values.

### **Tier II Objectives:**

- Acquire gently sloped lowlands within the 100-year flood plain to provide a recreation corridor and protect riparian vegetation.
- Work with West Linn, PGE, Wilsonville, and Canby to coordinate plans for linkages to areas outside the Willamette Narrows target area such as Hebb Park and the Canby Ferry.

### **Partnership Recommendations:**

Develop partnerships to assist in implementing the long range vision for the Willamette Greenway Plan including:

- Work with Clackamas County to coordinate Willamette River Greenway planning efforts related to protection and enhancement of the forest and wetland/bog resources.
- Work with private landowners to explore opportunities for easements, timber management and water quality protection strategies.

Metro should also work in cooperation with public agencies and private groups to provide additional protections and access to the area's natural resources:

- Work with Oregon Parks and Recreation Department and the Nature Conservancy to assist in the protection or consolidation of public land within the greenway corridor, and to protect island habitat.

- Metro should explore opportunities to work cooperatively with the owners of agricultural land in the Peach Cove area to maintain protection of the resource and habitat values.

**Executive Officer's Recommendation**

The Executive Officer recommends passage of Resolution No. 96-2307.

Staff Report

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A unique feature of the target area is the bog-like wetlands distributed throughout the south-central portion of the area. These wetlands have formed within the remnant potholes scoured by historical flows of the Willamette River. Surrounded by steeply forested bedrock banks and exposed bedrock banks and exposed bedrock, these bog-like wetlands are relatively undisturbed, dominated by native plants and fauna.

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A public workshop to discuss the proposed Refinement Plan was held on March 13th in Oregon City. Approximately 75 people attended and their comments are summarized in Appendix B. A biological report by David Smith, an independent consultant with Wildlife Dynamics, is attached as Appendix C.

### **Findings**

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The 650 acre refinement plan area contains steep slopes and residential development which hinder a continuous linear greenway corridor. Nonetheless, certain features including the bog-like wetlands, steep slopes, river islands and undeveloped portions of the river bank are regionally significant and appropriate for protection due to their botanical, wildlife, water quality and scenic values. Objectives of the Willamette Narrows target area are to:

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The following objectives reflect the amendments of the Regional Parks and Greenspaces Advisory Committee.

## **GOAL:**

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## **OBJECTIVES:**

The following are prioritized specific objectives of the Willamette Narrows Refinement Plan. The Refinement Plan area contains approximately 650 acres.

### **Tier I Objectives:**

(75 acres)

- Acquire the bogs, ponds and small drainages to protect the biological and water quality values of these wetland systems.
- Acquire the steeply sloped areas north of the state parcel that are undergoing timber harvesting.
- Acquire large blocks of contiguous wooded area for habitat value, including remnant areas of oak on the south facing slopes.
- Acquire/protect the private islands in the Willamette River for their scenic habitat values.

### **Tier II Objectives:**

- Acquire gently sloped lowlands within the 100-year flood plain to provide a recreation corridor and protect riparian vegetation.
- Work with West Linn, PGE, Wilsonville, and Canby to coordinate plans for linkages to areas outside the Willamette Narrows target area such as Hebb Park and the Canby Ferry.

### **Partnership Recommendations:**

Develop partnerships to assist in implementing the long range vision for the Willamette Greenway Plan including:

- Work with Clackamas County to coordinate Willamette River Greenway planning efforts related to protection and enhancement of the forest and wetland/bog resources.
- Work with private landowners to explore opportunities for easements, timber management and water quality protection strategies.

Metro should also work in cooperation with public agencies and private groups to provide additional protections and access to the area's natural resources:

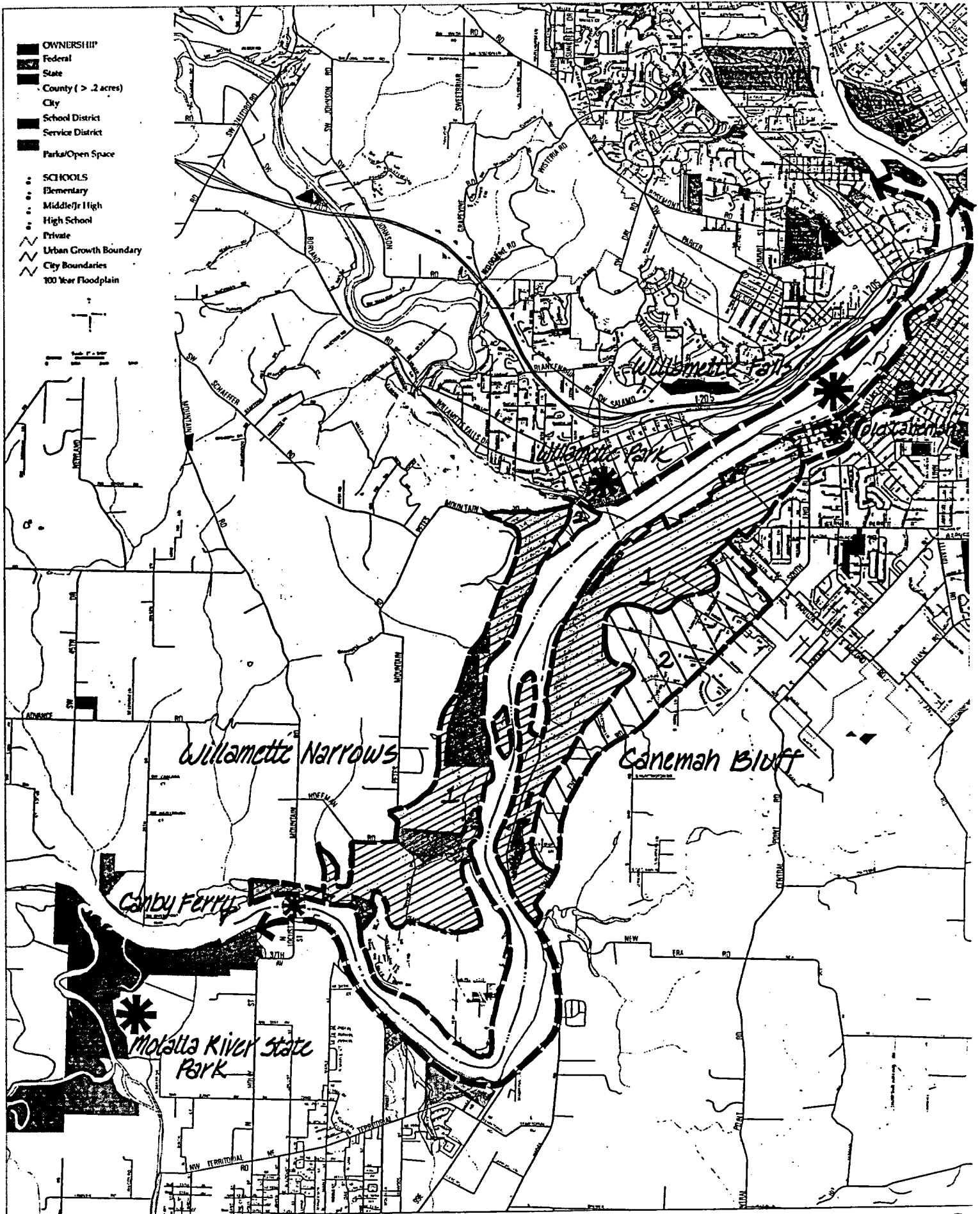
- Work with Oregon Parks and Recreation Department and the Nature Conservancy to assist in the protection or consolidation of public land within the greenway corridor, and to protect island habitat.

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**Executive Officer's Recommendation**

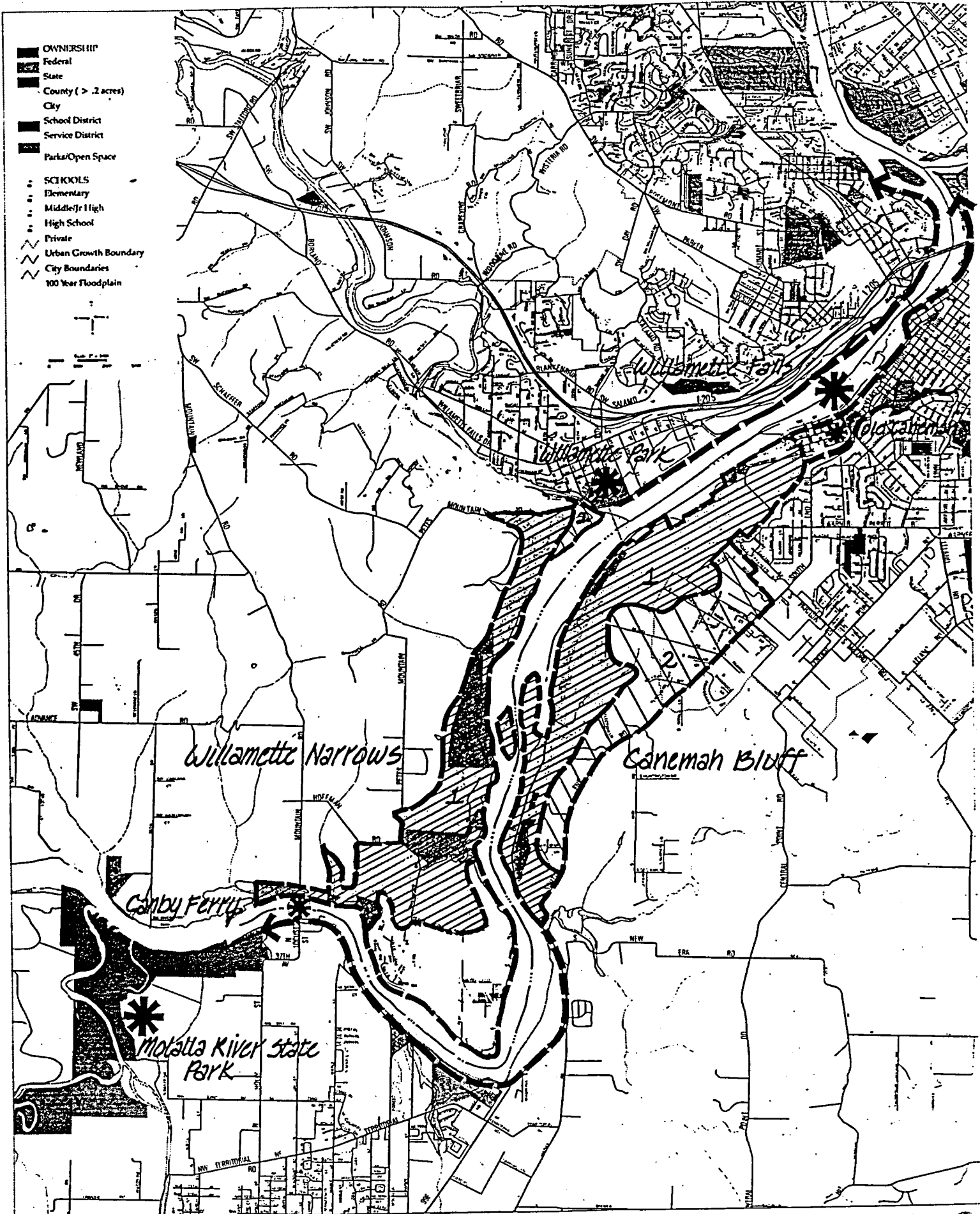
The Executive Officer recommends passage of Resolution No. 96-2307.





Measure 26-26: Willamette Narrows and Canemah Bluff Target Area





Measure 26-26: Willamette Narrows and Canemah Bluff Target Area



March 14, 1996

Dear Metro Council:

Please consider adding Lee Falls in Cherry Grove to the list of priority acquisitions on the Tualatin River.

Tualatin Riverkeepers are in agreement with the general plan that was presented at the public hearing held in Hillsboro regarding the Tualatin River except for one area. We had presented information about a nearly pristine area of the Tualatin just above Cherry Grove to McKeever Morris (attached). A speaker from Metro said the Cherry Grove area was too distant from the Metropolitan area to be considered. We feel otherwise. Hagg Lake, just a few miles north got 14,000 visitors on opening day last year! Camping sites are being added in an attempt to meet demand. This shows that the area is not out of reach of the metropolitan area recreationalist.

The Cherry Grove site could stretch from remnants of the old dam that washed out in the 1920's and is used as a swimming hole by the local residents, upstream to include Little Lee Falls and Lee Falls. Lee Falls was the site of a pioneer sawmill. Part of the area has been logged, a giant Yew tree that was the National Champion of it's specie is alongside the river here. Some of the property is zoned to allow RV Parks with 10 RV's per acre. There have been rumors of such development being planned. From a parking lot in Cherry Grove a riverside trail would connect the dam site, and the two Falls.

The Tualatin River in this area is unlike the lower river. Clear cool rushing water, a rocky basalt bottom, and a dense forested canopy reveal a utterly different river. We have taken photos of spawning Coho Salmon in the crystal clear waters in this area. In the past it was heavily used by swimmers and hikers but the closure of a gate has severely reduced current use. The son of the property owner shot and killed a hiker in this area last year. They may be willing to sell to pay for legal costs for the upcoming trial and dispose of an on-going "attractive nuisance".

Robert Benson in his "*Tualatin River Mile By Mile*" written in 1976 states "This whole area, with its pools, cliffs, and botanical rarities, might indeed form a matchless park." Now is the time to secure this property for the public and begin the process of creating a low impact passive recreation park.

We encourage Metro to re-consider the plan to limit land purchases to central and east Washington County and fulfill Robert Benson's vision of 20 years ago.

Sincerely,

Sue Marshall, President  
Tualatin Riverkeepers

## Potential Tualatin River Greenspace Sites

### Rivermile

river conditons upstream

0.0

Willamette Park, City of West Linn. The Tualatin joins the Willamette here. A nice park, but a road and old blacktop from closed boat ramps separate the park from the Tualatin. No focus on Tualatin except for Tualatin Riverkeepers rivermile 0.0 sign.

### Rapids

0.6

City of West Linn un-signed neighborhood park with deep pool.

### Rapids

1.7

Fields Bridge on Hwy. 212. Used by fishermen and canoeists as a put-in and take out to explore the water above.

### Slack water, rapids

3.4

Lake Oswego Corporation dam and fish ladder. No public access. Dangerous during high water, only a tiny warning sign just above the dam.

### Slack water

4.3

Interstate 205 bridge

### Slack water

5.4

Stafford Rd. (Shipley Bridge). A well used informal put-in for exploring down to the dam and back and a take-out from Cook and Tualatin Park. Very little room on the shoulder of Shadowood Dr. Due north of Stafford School parking lot is a field with very nice access. The school has an easement through the field for a sewer line to the river I think. **This would be an excellent site in Clackamas County.** The school parking lot could be used by park visitors on weekends. Riverkeepers would like to use this site for a Discovery Day take-out. Would provide the school with a connection to the river.

### slack water

6.7

Lake Oswego Corporation canal. Water leaves the river to keep Lake Oswego Corporations generator running.

## Slack water

7.2

Rivergrove boat launch on North bank. Across the street from a neighborhood park there is an old paved boat launch ramp. The underwater part has washed away leaving a drop-off into a jumble of rocks.

## Slack Water

7.2

City of Tualatin Browns Ferry Park is on the south side of the river and will have a boat launch site and dock. In design stage now with construction slated for 1996.

8.9

Tualatin Park, south bank. Boat ramp, no focus on river. High steep bank.

9.4

Durham Park, north bank Little known neighborhood park (shelter, baseball diamond) with Fanno Creek running through it. Little used. No focus on river.

9.8

Cook Park. Heavily used park with boat ramp, dock and gentle sloping bank to river. Thomas Dairy (up for sale) property lies between Cook Park and Durham Park. A trail and a bridge connecting the three parks has been the dream of some. **Tigard should purchase Thomas Dairy flood plain to expand Cook park.**

11.5

Hwy. 99 bridge. Some contact with State Highway department about a canoe access site. (Lew Scholl) (See attached).

**On the NE corner there is some land across from Roamers Rest that has a pond on it and might make a good access site. 2S1 15CB 13**

16.2

North Bank. Elsner Park was once a private park where for \$0.25 you could rent a row boat and a picnic table. Used as a put-in for Discovery Days for three years. 2S1 18 1402

South Bank. East end of Tualatin River National Wildlife Refuge. Interpretative center will be south of the river here. **EXCELLENT LOCATION FOR AN ACCESS SITE.** Three hours downstream to Cooks Park and three hours upstream to the west end of the refuge at the Naujock farm.

Shamberg Bridge is currently heavily used by parking along road and accessing the river under the bridge. Very steep and muddy. Listed in several canoeing books as primitive access site.

20.2

Grabhorn landfill. Potential for a good access site midway between the refuge sites.

22.0

The Seven Bends. Take-out for 1995 Discovery Day. Furthest upstream portion of the Tualatin Wildlife Refuge (Naujock Farm). **EXCELLENT LOCATION FOR AN ACCESS SITE.** Midway (2 1/2 hours) between Shamberg Bridge and Scholls Bridge.

Slack water ends, current begins.

26.9

Scholl's Bridge is frequently used. A very steep bank allows access to the river next to the bridge. Access is needed near Scholls.

The Tile Mill is on the NW corner of the bridge. Clay was dug from the river bank and formed into one foot long four inch pipe (tile pipe). It was then fired in the still standing beehive ovens. The tile was placed in ditches to drain farmland for better production. It was one of the first industries in Washington County and operated until 1976 even though it looks like it has been idle since the depression. **With the historical kilns and proximity to the river this would make an excellent park.** There is potential for river access but I have not investigated. Topo maps show a gentle grade. 2S2 10 600 20 acres.

29.6

Rainbow Lane is a County owned and ignored lot with a short steep bank. It is midway between Scholls and Harris Bridge on Farmington Rd.

One log jam near Harris Bridge

33.3

Harris Bridge. The L shaped 8 acres behind the Twin Oaks Tavern is currently for sale after being bought by a real estate speculator. It is zoned Exclusive Farm Use but he believes he can build a store or house on it. Most is in the flood plain. Extremely heavily used by the public by trespassing. Best undeveloped access site on the river, easy put-in. Will be the only take out for the City of Hillsboro's Rood Bridge Park.  
1S2 33 600

**#1 PRIORITY, CRITICALLY NEEDED, CURRENTLY THREATENED.**

Unified Sewerage Agency and the Washington County Watermaster are interested in the site for a gaging station and water quality sampling. USA is planning on spending \$50,000 to put a sidewalk on the bridge to improve safety for lab personnel while sampling. Perhaps they would contribute to build a floating dock where samples could easily be taken. This is the key water flow measuring station on the river. Washington County tried to do a property trade with the owner, to secure the land for USA and the Watermaster, but the deal fell through. The old bank cut for the Harris Ferry can still be seen.

36.5 to 37.2

The "island" is a 13.7 acre property surrounded by the river. A narrow isthmus connects it to the mainland. Part of the property, not just an easement, connects to River Road. Most of the bank is steep except for the west, across from Meriwether Golf Course. The owner was interested in selling when I spoke to him several years ago. Midway between Harris Bridge and the Park at Rood Bridge.

Deral Stineke? 649-2528 tax lot 1S2 16 300

38.4

Rood bridge Park is being developed by the City of Hillsboro. A boat launch and dock will be installed. It is three hours to Harris Bridge.

**THE FIRST DEVELOPED TAKE OUT SITE DOWNSTREAM IS COOK PARK, 28 MILES, OR 14 HOURS DOWNSTREAM! MOST WILL TAKE-OUT AT THE HARRIS BRIDGE SITE AND TRESPASS UNLESS IT IS IN PUBLIC OWNERSHIP.**

4 log jams, 1 low cement dam

41.6

Minter Bridge. Sanifill Co. is planning on providing a public access site on the NW corner of the bridge. There are many log jams in this stretch that makes it hazardous and difficult for river travellers.

4 log jams

44.4

Hwy. 219 bridge. Jackson Bottom has a parking lot, outhouse and a trail along the river. There is difficult canoe access by carrying canoes down a flight of stairs and slipping them down a steep bank. Many log jams downstream to Rood & Minter Bridge.

Log jams, debris piles, nearly impassable.

50.9

Near the old Flax Plant in Cornelius there is good access on a property that the landowner was interested in selling. A gentle beach to the river. Just downstream from the cutoff oxbow:

2 large log jams

51.5

Golf Course Bridge. Used for fishing access and as a take-out from Fernhill Bridge.

4 small logjams

53.8

LaFollette Bridge. The Bridge is being removed by Washington County and the roads will revert to ownership by the neighboring landowners unless something is done here.

4 small logjams

55.3

Fernhill Bridge is a favorite fishing access and put-in to go to Golf Course Bridge. USA's Zurcher property might be a potential site.

25+ log jams, debris piles, impassable by normal people

58.8

Dilley Bridge

More log jams

62.2

Gaston

Canoeable, shallow stretches

65.9

Mt. Richmond Rd. Site of the proposed Mt. Richmond Dam last studied and rejected in 1992. Above Mt Richmond Rd. the river is crystal clear! Rare petroglyphs carved by Atfalaty Indians in sandstone are located near here on the valley walls (Meets standards for National Registry of Historic Sites).

That property has been for sale and needs to be protected. The river above here is spawning habitat for salmon and steelhead.

Wadeable, canoeable during higher water.

67.8

South Road Bridge near Cherry Grove.

Wadeable

69.0

At one time there was a dam here that created a log pond and power for the mill. The dam washed out in 1914. The flat area on the South side of the river was platted out as Third Addition To Cherry Grove. There are rumors of a property owner putting in a RV park. The river here is crystal clear. The late summer flow will be augmented with significant releases from the Trask



River in the near future. The Trask water will be very cold since it is coming from the bottom of Barney reservoir. **Wading up this stretch I saw a perfect site for a park ... The river bed was smooth basalt, a flat treeless shelf a few feet above the river, and above that was a flat area with lots of firs.** I believe this is the area platted out as Third Addition To Cherry Grove.

69.5

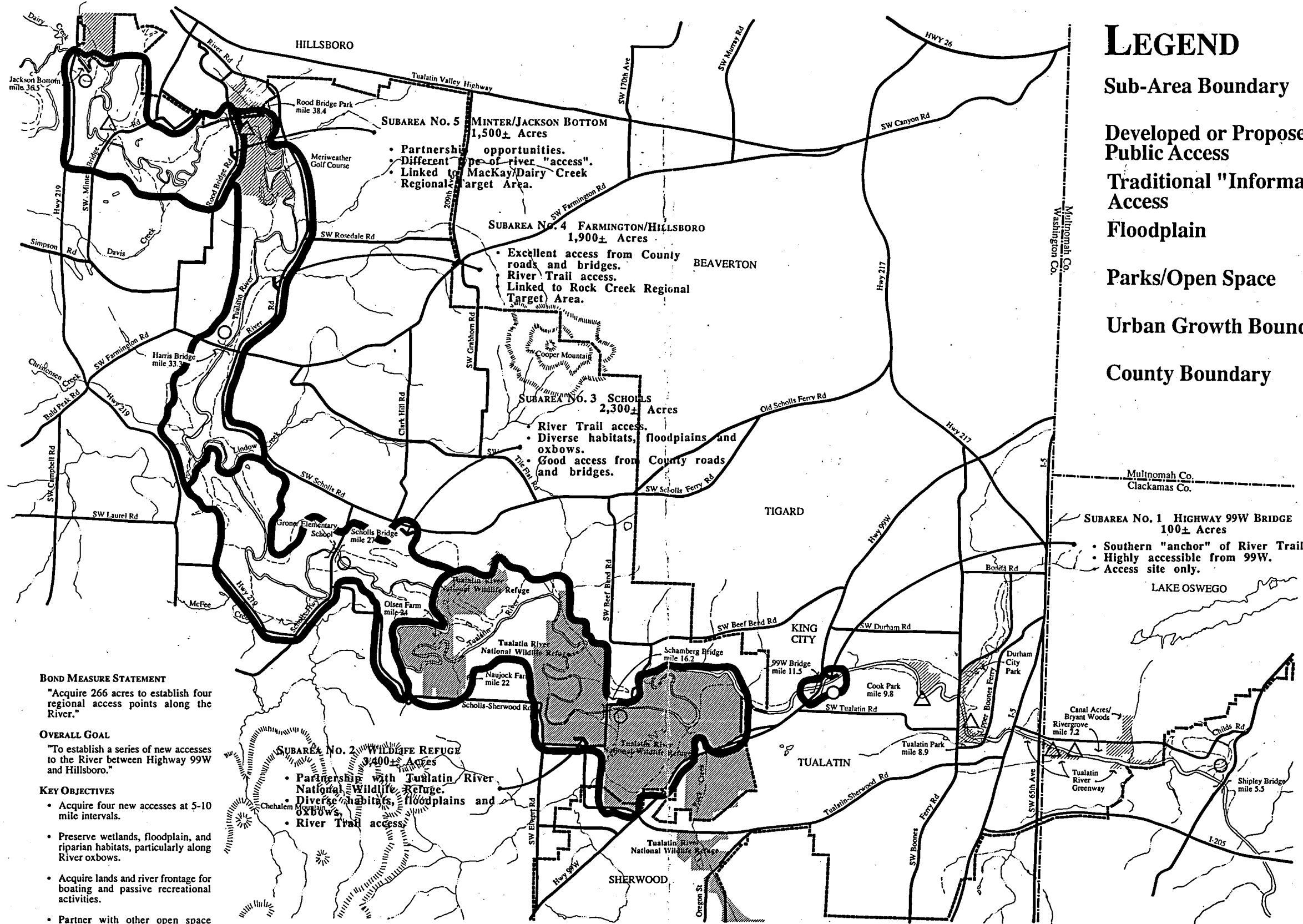
With a foot bridge to cross the river a riverside trail could lead up to Little Lee Falls, a good swimming hole, but the scene of a recent murder by the property owner's son. Following the existing fishermen's trail (crossing the river twice) the spectacular Lee Falls is at rivermile 70.9. This 15 foot basalt cliff has a deep swimming hole at it's base.

Both Little Lee and Lee Falls were heavily used in the past by driving up a one lane gravel road. Broken glass, fights, and drunken behavior were common. One night \$50,000 worth of damage was inflicted to a property owners logging equipment (miles from the falls) and the gate on the road has been locked below Little Lee Falls ever since. The river is small and the riparian area delicate. I have seen Coho salmon spawning here, recently a retired OSF&W biologist found 12 redds (egg filled nests) belonging to hatchery fish and one redd from a native fish. Access must be restricted to foot traffic only, with the road used as a service road. Fishing must be controlled to avoid wiping out the last remaining trout, salmon and steelhead.

**A park at the "Third Addition To Cherry Grove" area would protect the area from development and provide a great opportunity for public access to a pristine stream. The concrete remnants of the dam are of historical significance. Small trails and foot bridges would provide access to the two falls above.**

73.2

Above Lee Falls the river is on basalt. Haines falls is a drinking water plant intake. To protect it, a guard is stationed here during the summer to keep hikers out. Above Haines Falls the river rises steeply with no trails. The City of Hillsboro owns the land until it becomes part of the Tillamook State Forest. The river's official start is at rivermile 79.3



**BOND MEASURE STATEMENT**

"Acquire 266 acres to establish four regional access points along the River."

**OVERALL GOAL**

"To establish a series of new accesses to the River between Highway 99W and Hillsboro."

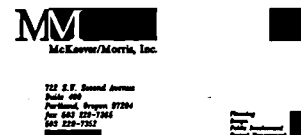
**KEY OBJECTIVES**

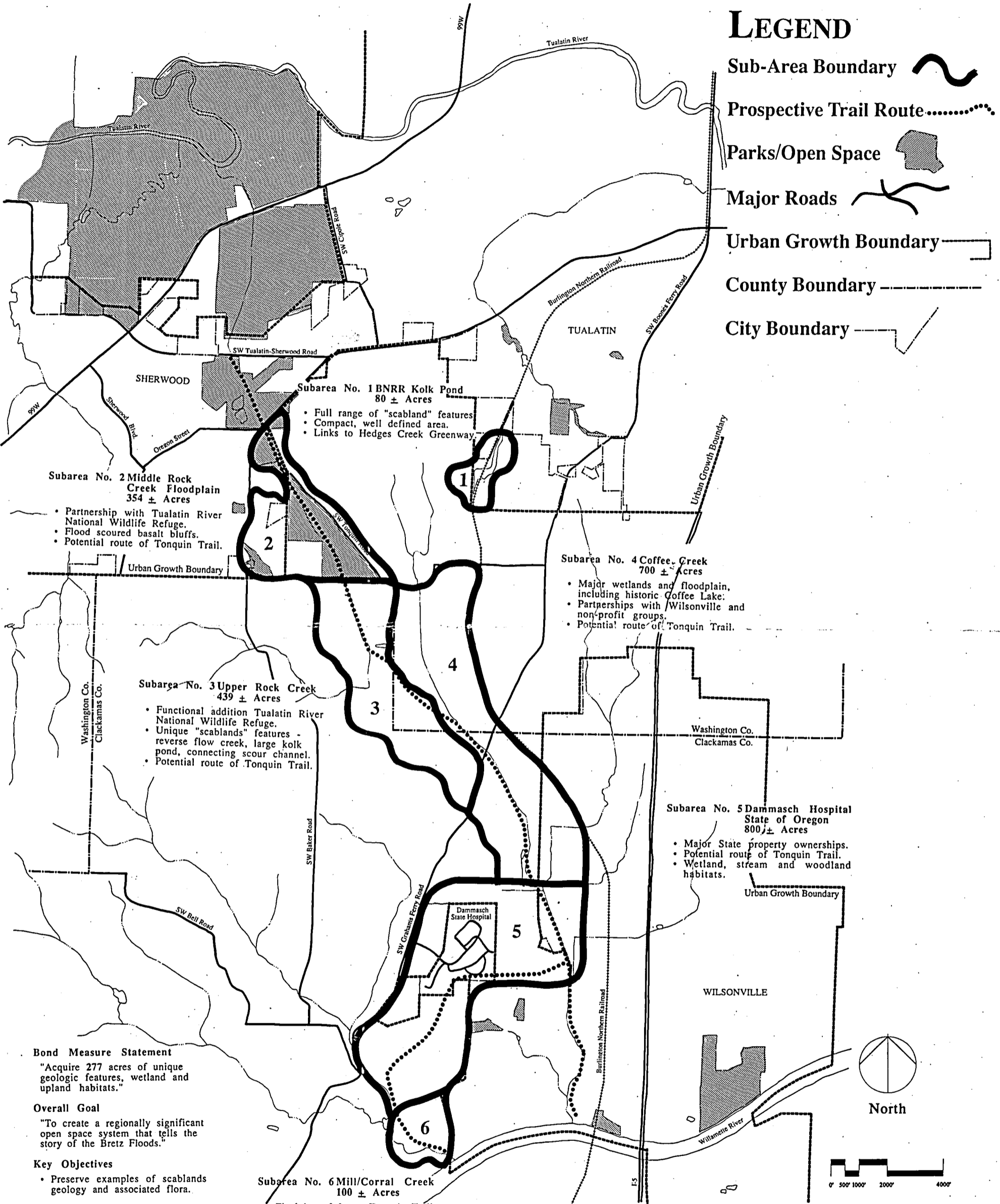
- Acquire four new accesses at 5-10 mile intervals.
- Preserve wetlands, floodplain, and riparian habitats, particularly along River oxbows.
- Acquire lands and river frontage for boating and passive recreational activities.
- Partner with other open space providers.

# Tualatin River Greenway Accesses

## Metro Regional Open Spaces Refinement Plan

February 1996





# LEGEND

- Sub-Area Boundary
- Prospective Trail Route
- Parks/Open Space
- Major Roads
- Urban Growth Boundary
- County Boundary
- City Boundary

**Subarea No. 1 BNRR Kolk Pond**  
80 ± Acres

- Full range of "scabland" features
- Compact, well defined area.
- Links to Hedges Creek Greenway

**Subarea No. 2 Middle Rock Creek Floodplain**  
354 ± Acres

- Partnership with Tualatin River National Wildlife Refuge.
- Flood scoured basalt bluffs.
- Potential route of Tonquin Trail.

**Subarea No. 4 Coffee Creek**  
700 ± Acres

- Major wetlands and floodplain, including historic Coffee Lake.
- Partnerships with Wilsonville and non-profit groups.
- Potential route of Tonquin Trail.

**Subarea No. 3 Upper Rock Creek**  
439 ± Acres

- Functional addition Tualatin River National Wildlife Refuge.
- Unique "scablands" features - reverse flow creek, large kolk pond, connecting scour channel.
- Potential route of Tonquin Trail.

**Subarea No. 5 Dammasch Hospital**  
State of Oregon  
800 ± Acres

- Major State property ownerships.
- Potential route of Tonquin Trail.
- Wetland, stream and woodland habitats.

**Subarea No. 6 Mill/Corral Creek**  
100 ± Acres

- Final leg of future Tonquin Trail.
- Functional addition to Dammasch site.
- Connects to Willamette River Greenway.

**Bond Measure Statement**  
"Acquire 277 acres of unique geologic features, wetland and upland habitats."

**Overall Goal**  
"To create a regionally significant open space system that tells the story of the Bretz Floods."

- Key Objectives**
- Preserve examples of scablands geology and associated flora.
  - Preserve wetlands, floodplain and riparian habitats.
  - Provide a route for the future Tonquin Trail.
  - Partner with other open space providers.

# Tonquin Geologic Area







## Metro Regional Open Spaces Refinement Plan

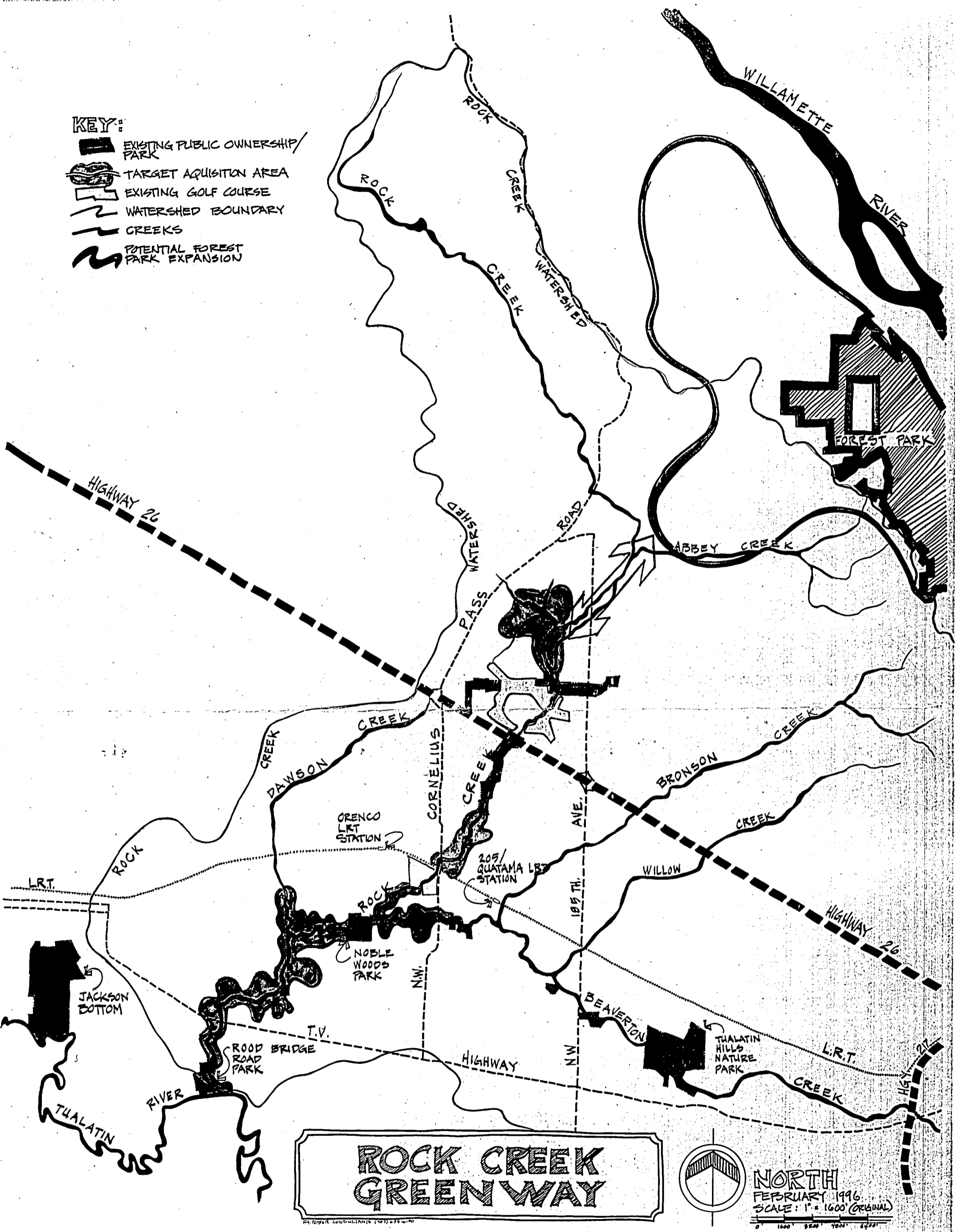
February 1996



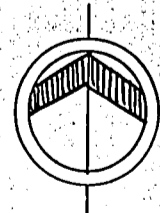
722 S.E. Grand Avenue  
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Portland, Oregon 97264  
Tel: 503 238-7363  
Tel: 503 238-7363

**KEY:**

-  EXISTING PUBLIC OWNERSHIP/PARK
-  TARGET ACQUISITION AREA
-  EXISTING GOLF COURSE
-  WATERSHED BOUNDARY
-  CREEKS
-  POTENTIAL FOREST PARK EXPANSION



# ROCK CREEK GREENWAY



**NORTH**  
 FEBRUARY 1996  
 SCALE: 1" = 1600' (ORIGINAL)  
 0 1600 3200 4800 6400