

# CLACKAMAS COUNTY BOARD OF COUNTY COMMISSIONERS

## Policy Session Worksheet

**Presentation Date:** 8/2/16    **Approx Start Time:** 3:00 PM    **Approx Length:** 60 minutes

**Presentation Title:** Willamette Falls Legacy Project – Whitewater Park Proposal

**Department:** Business & Community Services

**Presenters:** Gary Barth, Director, Business & Community Services

**Other Invitees:** Danielle Cowan, Executive Director, Tourism & Cultural Affairs

### WHAT ACTION ARE YOU REQUESTING FROM THE BOARD?

Provide the Willamette Falls Legacy Project (WFLP) Partner's Group representatives from the county with direction on the proposed whitewater park being proposed by the non-profit group We Love Clean Rivers with financial support from a Tourism Development Council (TDC) approved study grant.

### EXECUTIVE SUMMARY:

The purpose of this study session is to discuss a proposal for a whitewater park that was submitted to the Willamette Falls Legacy Project, and to provide background information that will help the Board make a decision whether or not to support incorporating a whitewater park into the WFLP.

Earlier this year, We Love Clean Rivers, a local nonprofit organization with the mission of cleaning high use rivers by mobilizing the river recreation community in partnership with local environmental, recreation and educational organizations, submitted a proposal to WFLP staff for an Olympic level whitewater kayaking channel on the former Blue Heron mill site. We Love Clean Rivers understands that riverwalk planning and design is occurring now and has requested that the proposal be considered within that riverwalk process.

In accordance with section 4.4.2 of the Intergovernmental Agreement between the State of Oregon, Metro, Oregon City and the County one of the roles of the Legacy Project Partners Group is to set direction in response to significant threats or opportunities related to the Legacy Project.

Accordingly, a Partners Group meeting was held on July 11, 2016 where this proposal along with a Decision Matrix was shared and discussed. No decision was made at that time. Partner representatives were asked to go back to their respective organizations and seek agency or government input on the options outlined in the Decision Matrix. The Partner Group will reconvene in August to reach a final decision, which must be made by consensus. Commissioners Schrader and Smith and County Administrator Krupp represent the county on the Partners Group.

**FINANCIAL IMPLICATIONS (current year and ongoing):**

Is this item in your current budget?  YES  NO

What is the cost? The Technical Advisory Committee for the WFLP, working with the project consultants, estimate the incremental costs to incorporate the white water park into the refined concept design options is \$1.5 - \$3.0 million.

**STRATEGIC PLAN ALIGNMENT:**

- How does this item align with your Department's Strategic Business Plan goals?
  - High wage job creation
  - Wages earned in Clackamas County will be at or above the national average
  - Maintain a 20 year supply of serviceable, non-retail employment land in the urban growth boundary
- How does this item align with the County's Performance Clackamas goals?
  - Grow a Vibrant Economy
  - Honor, Utilize, Promote and Invest in our Natural Resources

**LEGAL/POLICY REQUIREMENTS:**

Policy and strategy decisions that impact the WFLP must comply with processes and requirements outlined in the multi-agency IGA.

**PUBLIC/GOVERNMENTAL PARTICIPATION:**

Multi-agency involvement governed by an Intergovernmental Agreement. Comprehensive, multi-year public outreach and engagement was undertaken to define the four Core Values of the Legacy Project and develop the high level concept plan that was adopted by the City of Oregon City along with rezoning of the Legacy Project site from Industrial to Mixed Use.

**OPTIONS:**

1. Embrace the whitewater park proposal and incorporate it into the Riverwalk design and development strategy
2. Keep the option open for by designing the Riverwalk in such a way that it does not preclude the ability for a whitewater park/channel to be included on the site in the future, providing time for We Love Clean Rivers to conduct additional feasibility studies and develop a capital construction and ongoing operations and maintenance financing plans.
3. Proceed on the Riverwalk design excluding the provision for a whitewater park. Address the interests of water enthusiasts by focusing instead on potential program elements of the Riverwalk and its connection to the river.

**RECOMMENDATION:**

Both Metro Council and the Oregon City Commission have held similar study sessions on this proposal and the options outlined in the decision matrix. Both have recommended that their Partner representatives support Option 3 at the upcoming Partners Group meeting. As the IGA requires consensus at all decision-making levels of the Legacy Project, the county can either align with the consensus reached by Oregon City and Metro or advocate for one of the other two alternatives and seek consensus from the other partners for that option. Staff recommends the Board support the consensus perspectives of Metro and Oregon City.

ATTACHMENTS:

- A. Legacy Project Intergovernmental Agreement and Exhibits
- B. Whitewater Park Proposal Talking Points prepared by WFLP TAC
- C. Whitewater Park Proposal Decision-Matrix prepared by WFLP TAC
- D. Memo from WFLP TAC to Partners Group for Whitewater Park Proposal work session
- E. Pros and Cons of Inclusion of the proposed Whitewater Park
- F. Tourism Development Council (TDC) Support Materials

**SUBMITTED BY:**

Division Director/Head Approval \_\_\_\_\_ GB \_\_\_\_\_

Department Director/Head Approval \_\_\_\_\_

County Administrator Approval \_\_\_\_\_

For information on this issue or copies of attachments, please contact _____ @ 503- _____
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**INTERGOVERNMENTAL AGREEMENT**  
**Willamette Falls Legacy Project**

This Intergovernmental Agreement (“Agreement”) is made and entered into by and among the State of Oregon, through its Portland Metro Regional Solutions Office and its Parks and Recreation Department (the “State”), Clackamas County (the “County”), the City of Oregon City (the “City”) and Metro (“Metro”) (each a “party” and collectively, the “parties”), effective as of the last date of signature below (the “Effective Date”).

**RECITALS**

A. In February 2011, the former Blue Heron Paper Company located at 419/427 Main Street, Oregon City, Oregon (the “Property”) entered Chapter 7 bankruptcy, resulting in the loss of skilled jobs and leaving the mill property vacant, under the control of a bankruptcy trustee.

B. The parties began investigating the Property due to its proximity to Willamette Falls, a natural, cultural and historic wonder, and conducted environmental, structural, and historical analyses to better understand the Property, including the potential for public access to Willamette Falls and future redevelopment.

C. With the cooperation and contributions of the bankruptcy trustee, the parties commenced a land use master plan and rezoning effort, guided by four core values endorsed by the parties: public access, historic and cultural interpretation, economic redevelopment, and healthy habitat (the “Four Core Values”).

D. On July 29, 2013, the governor signed Senate Bill 5506 (“SB 5506”), and on August 14, 2013, signed Senate Bill 5533, together authorizing the sale of lottery-backed bonds to provide \$5 million for a public access project to Willamette Falls, so long as certain conditions set forth in SB 5506 were met (the “\$5M of State Funds”).

E. In May 2014, Falls Legacy, LLC, a Washington limited liability company (the “Owner”) purchased the Property from the bankruptcy trustee, and submitted the land use master plan and rezone application developed by the parties to the City, which was adopted in September 2014 as Master Plan CP 14-02, Zone Change and Text Amendment ZC 14-03, and Comprehensive Plan Amendment PZ 14-01.

F. On September 26, 2014, the parties entered into a Memorandum of Understanding (the “MOU”) regarding the former Blue Heron Paper Company property, documenting the parties’ shared commitment to the Four Core Values and to design and construction of public open space(s) and parkway on the Property with unobstructed views of the Willamette River and Willamette Falls (the “Riverwalk”).

G. On December 11, 2014, Portland General Electric Company (“PGE”) donated an option to Metro allowing Metro to acquire an easement over PGE property adjacent to

Willamette Falls (the “PGE Option”), which PGE Option and future easement will allow design and construction of the Riverwalk, which may include a viewpoint of Willamette Falls on property owned by PGE.

H. On December 15, 2014, the Owner donated an easement to Metro, recorded in the Clackamas County Official Records as Document No. 2014-064826, to facilitate the design and construction of the Riverwalk on the Property (the “Easement”).

I. On December 29, 2014, the governor determined that the conditions of SB 5506 had been met, and the State of Oregon Parks and Recreation Department provided the \$5M of State Funds to Metro in accordance with an Intergovernmental Agreement between Metro and the State (Agreement No. 7554), dated June 1, 2015 (the “\$5M IGA”).

J. On May 29, 2015, Metro issued a Notice of Intent to Award for RFP 2903 selecting the design team of Mayer/Reed, Snøhetta, and DIALOG for design of the Willamette Falls Riverwalk.

K. On August 12, 2015, the governor signed House Bill 5030 and Senate Bill 5507 approving an additional \$7.5 million of State funding for the Riverwalk.

L. On September 24, 2015, in recognition that the design of the Riverwalk must relate to the remainder of the Property to be successful, the Metro Council awarded the City and the County a Community Planning and Development Grant (the “CPDG”) in the amount of \$550,000, which was partially matched with \$450,000 in funds from the Owner and \$25,000 from each of the City and County, for the grant recipients to conduct development opportunity studies and create a refined master plan of the Property, including the Riverwalk.

M. With the award of the CPDG, the parties’ efforts now include more than the Riverwalk, working to address, among other things, potential future open space and connections to the Property and infrastructure and economic development needs for the Property (the “Willamette Falls Legacy Project” or simply, the “Legacy Project”).

N. On December 22, 2015, the State accepted Metro’s first progress report under the \$5M IGA, which included an updated finance plan and budget for the Riverwalk that is in accordance with the Legacy Project Budget attached to this IGA.

O. For a project of this magnitude, the parties recognize the need to create a decision-making and organizational structure among the public entities so that (a) the parties can deliver unified direction and messages to outside parties, (b) the Legacy Project is a model of fiscal discipline, efficiency and accountability, (c) the parties have clarity on scope, schedule and budget for all aspects of the Legacy Project, and (d) the parties can effectively collaborate with the Owner, PGE, and other third parties.

P. The parties acknowledge the great opportunity but also the risks of the Legacy Project, including the fact that design and construction of the Riverwalk is not fully funded, no

future owner of the public Riverwalk has been identified, and future public and elected officials may have perspectives on the Legacy Project not accounted for in this Agreement.

Q. Under the authority of ORS 190.010 and ORS 190.110, the parties desire to enter into this Agreement to provide the governance structure needed for the Legacy Project during the next phase of work, or over approximately the next eighteen (18) months, on the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants and agreements herein contained, the parties agree as follows:

### AGREEMENTS

1. **Term.** The term of this Agreement shall commence on the Effective Date and expire on June 30, 2017, unless amended and extended by written agreement of the parties.

2. **Definitions.** In addition to the definitions set forth in the Recitals, above, capitalized terms used in this Agreement shall have the definitions set forth in this Section 2, below.

2.1. Economic Development Working Group. One of the Legacy Project's Working Groups, led by the Economic Development Project Manager, as further defined and described in Section 9, below.

2.2. Infrastructure Working Group. One of the Legacy Project's Working Groups, led by the Infrastructure Project Manager, as further defined and described in Section 8, below.

2.3. Legacy Project. The Willamette Falls Legacy Project, which as of the Effective Date, includes three sub-components or sub-projects: the Riverwalk, economic development, and infrastructure.

2.4. Legacy Project Budget. The budget for the Legacy Project compiled by the Legacy Project Manager and approved by the Partners Group showing sources and uses of all Legacy Project funds, to be updated from time to time. The Legacy Project Budget approved and authorized by the parties as of the Effective Date is attached as Exhibit A.

2.5. Legacy Project Milestones. Key decision points for the Legacy Project, as determined by the TAC, including design milestones for the Riverwalk.

2.6. Legacy Project Manager. Staff person employed by Metro to be the project manager for the Legacy Project.

2.7. Partners Group. The advisory governing body for the Legacy Project, comprised of two (2) elected officials and the chief administrator from each of Metro, the County and the City, and two (2) elected officials and high-level staff from the State, as set forth on the attached Exhibit B.

2.8. Rediscover the Falls. A nonprofit “friends” group that supports the work of the Legacy Project with a focus on the Riverwalk by engaging and educating the public, collaborating with partners, and building sponsorship and enduring commitment to the public interest in the Riverwalk.

2.9. Riverwalk Working Group. One of the Legacy Project’s Working Groups, led by the Riverwalk Project Manager, as further described in Section 7, below.

2.10. TAC. The Technical Advisory Committee for the Legacy Project, comprised of non-elected staff from each of the parties and that reports to the Partners Group, as described further in Section 4.3, below.

2.11. Working Groups. Groups focused on the sub-components or sub-projects of the Legacy Project and which report to the TAC, including the Economic Development Working Group, the Riverwalk Working Group, and the Infrastructure Working Group.

2.12. Working Group Project Managers. The project managers of each the Working Groups.

### **3. Authority**

3.1. ***Reservation of Regulatory and Legislative Authority***. Each party expressly reserves its regulatory and legislative authority with respect to the Legacy Project and the Property, including, for example, the City’s regulatory authority over land use approvals, the State’s authority over submerged lands, and each party’s legislative authority to appropriate funds.

3.2. ***Legacy Project Budget; Appropriation of Funds***. As of the Effective Date, each party represents that it has appropriated or received the funds set forth on the Legacy Project Budget for such party, for the fiscal year(s) covered by such party’s appropriation. Each party represents that it has authorized use during such fiscal year(s) of the appropriated funds in accordance with the Legacy Project Budget and this Agreement. The Legacy Project Budget may be revised from time to time by the Partners Group, within the amounts appropriated by the parties in their individual capacities. Spending in future fiscal years is subject to appropriation by each party’s governing body, in such body’s sole legislative discretion, and all spending under this Agreement is subject to audit.

3.3. ***Delegation of Administrative Authority***. The work of the Legacy Project and its participants is advisory, structured such that the Partners Group can make unified recommendations to each of the governing bodies of the parties. In addition, upon approval of this Agreement by a party, that party’s staff and elected representatives that participate in the Legacy Project, including the Partners Group, the TAC, or on a Working Group, shall have the authority to fully participate in the Legacy Project and to make non-legislative or administrative decisions on behalf of such party in accordance with this Agreement.

3.4. ***Staff Participation***. The parties intend that staff participating in the Legacy Project and the various project groups will work on behalf of the best interests of the

Legacy Project, representing not only the best interests of their employer but also of the Legacy Project itself. In that manner, staff will freely communicate and share information with other agency staff and generally support each other with respect to the Legacy Project. Notwithstanding the foregoing, finance and legal staff participating in the Legacy Project and in the various project groups represent solely their employers, as they owe a professional duty of loyalty and a fiduciary duty solely to their respective agencies.

**4. Decision-Making and Governance.** The Legacy Project's decision-making structure and general workflow is set forth in the organizational chart attached as Exhibit C (the "Org. Chart").

**4.1. *Role of Working Groups.***

4.1.1. The Working Groups shall review Legacy Project information in detail and provide advice and recommendations to the TAC on those matters that are within the subject matter of a particular Working Group. From time to time, the TAC shall revisit and determine the subject matter and work scope for each Working Group.

4.1.2. Within each Working Group's subject area, the Working Group is charged with reviewing the following matters and recommending any necessary or desirable action to the TAC: individual contracts, scopes of work, requests for proposals or bids, budgets, contract modifications, Legacy Project Milestones, and responses to significant external opportunities or threats.

4.1.3. *De minimus* changes to scopes of work, as determined by the Legacy Project Manager, or spending within the Legacy Project Budget (including contingencies), may be made at the Working Group level, without the need for further consideration at the TAC or by the Partners Group; provided that the Legacy Project Manager shall keep the TAC apprised if multiple *de minimus* changes may have a cumulative impact on the Legacy Project.

4.1.4. The Working Groups shall coordinate and collaborate with PGE, the Owner, and other third parties, as applicable to each Working Group's subject area and its deliverables.

**4.2. *Role of the Working Group Project Managers.***

4.2.1. Each Working Group Project Manager shall develop his or her Working Group's work plan scope, schedule and budget, in collaboration with the Legacy Project Manager and for approval by the TAC. The Working Group Project Manager shall be responsible for deliverables, schedule, and budget of his or her Working Group. The Working Group Project Manager shall also create milestones in the Working Group's scope of work and schedule in order to report back to the TAC and the Partners, as applicable, for review and approval. Other participants in the Working Group will accept the leadership of the Working Group Project Manager and coordinate any related activity with the overall direction and knowledge of the Working Group Project Manager.

4.2.2. Each Working Group Project Manager shall work with the Legacy Project Manager to ensure that Legacy Project decisions described in Section 4.1.2, above, are considered at the TAC and that any matters for which there is no consensus at the Working Group level are also considered by the TAC.

4.2.3. Each Working Group Project Manager shall compile and report expenditures for its Working Group to the Legacy Project Manager to ensure expenditures match the Legacy Project Budget approved by the Partners. Each party shall report all Legacy Project expenditures made by such party to the appropriate Working Group Project Manager.

4.2.4. Each Working Group Project Manager shall be responsible for understanding and considering the Owner and PGE's interests in the outcomes of the work of his or her Working Group, and shall promptly communicate with the Legacy Project Manager issues and opportunities as they arise.

#### 4.3. *Role of the TAC.*

4.3.1. The TAC meets weekly, or as otherwise agreed upon by the TAC, and shall keep minutes documenting its consideration and approval of any items. Items requiring TAC approval shall be emailed to the TAC at least two (2) business days in advance of the TAC meeting so that any party can be sure to send a representative or call into the meeting when that party desires to weigh in on a Legacy Project decision.

4.3.2. A party may send as many representatives to attend TAC meetings as such party deems necessary or desirable, provided that any members of the Partners Group shall attend TAC meetings only in unusual circumstances at the request of the Legacy Project Manager. It is expected that each party will send at least one (1) representative to each TAC meeting, or participate by telephone.

4.3.3. The TAC shall consider for approval all matters considered at the Working Group level (as set forth in Section 4.1.2, above), as well as decisions whether to recommend future intergovernmental agreements among the parties to the Partners Group or to pursue grant or funding opportunities.

4.3.4. Decisions of the TAC will be noted in the minutes for the TAC meeting. Should a TAC member disagree with a TAC decision, he or she may express such disagreement at the TAC meeting. If the TAC is unable to resolve the issue, the TAC member may elect to put it on the agenda for consideration at the next Partners Group meeting (as further described in Section 4.7, below).

4.3.5. The TAC shall prepare the agenda of the Partners Group.

4.3.6. Members of the TAC shall have the responsibility to communicate with their representatives on the Partners Group in between Partners Group meetings and with regard to agendas of the TAC and the Partners Group, to ensure each party is internally apprised of Legacy Project direction.

4.3.7. Any member of the TAC can call an emergency meeting of the TAC by notification to the Legacy Project Manager, who will use best efforts to schedule a meeting as soon as practical. Parties shall use best efforts to participate in emergency meetings of the TAC.

4.3.8. The TAC shall determine the subject matter and scope of work for each Working Group.

4.4. ***Role of Partners Group.***

4.4.1. The Partners Group meets quarterly, or as otherwise agreed upon by the Partners Group or the TAC, and shall keep minutes. Without objection from any member of the Partners Group at a Partners Group meeting, matters considered by the Partners Group will be deemed approved and so noted in the minutes. The Partners Group is considered a public body in accordance with Oregon Public Meeting Law, providing recommendations and advice to each of the parties' governing bodies.

4.4.2. The Partners Group sets policy direction for the Legacy Project, approves Legacy Project Milestones and the Legacy Project Budget on a quarterly basis, sets direction in response to significant threats or opportunities (as determined by the TAC), recommends future intergovernmental agreements among the parties (to be approved by each party's governing body, if required), and makes recommendations that involve any material trade-offs among the Four Core Values. In addition, the Partners Group shall consider decisions that lack consensus at the TAC if added to the Partners Group agenda by a member of the TAC (as described in Section 4.3.4, above).

4.4.3. Members of the Partners Group shall communicate with their respective agency or government to ensure each party is apprised of Legacy Project direction and to ensure any decisions of the Legacy Project that require approval of such party's governing body are brought to the party's governing body for consideration.

4.5. ***Role of the Legacy Project Manager.*** The Legacy Project Manager will manage the Legacy Project by, among other things, coordinating the work of the TAC, the Working Groups, and the other entities on the Org. Chart. The Legacy Project Manager has day-to-day management authority of the Legacy Project in order to lead the Legacy Project forward consistent with the approvals provided by the Partners Group and the TAC, and consistent with the Legacy Project Budget. The Legacy Project Manager shall track the Legacy Project Budget and provide reporting on the Legacy Project Budget to the TAC and the Partners Group.

4.6. ***Consensus.*** Decision-making for the Legacy Project and at each level of the Org. Chart shall be by consensus. Consensus is defined as the point where all parties agree on an option with which they are willing to move forward, and includes the opportunity for a party to express reservations or dissent while nevertheless agreeing to allow the Legacy Project to move forward. Each party, by signing onto this Agreement, commits its confidences to the Legacy Project's decision-making structure, recognizing this project structure and the collaboration it represents among the parties as the Legacy Project's best chance for success.

#### **4.7. *Protocols for Disagreement.***

4.7.1. If there is no consensus at the Working Group level, the decision will be considered at the next TAC meeting.

4.7.2. If there is no consensus at the TAC level, a member of the TAC can elect within three (3) days of the TAC meeting, to place the decision on the next Partners Group meeting agenda. This will ensure that decisions made at the TAC level can be relied upon to move the Legacy Project forward.

4.7.3. If there is no consensus at the Partners Group, the Partners Group will provide direction and recommendations to the TAC for further discussion and consideration.

4.7.4. If disagreement remains after further consideration by the TAC, the decision will be considered again at the next Partners Group meeting where the members of the Partners Group shall strive to make a decision to keep the Legacy Project moving forward. At this stage of disagreement, on matters that are critical to long-term operations and maintenance of the Riverwalk, any parties that are identified as a future owner in accordance with Section 5.6, below, shall be given deference. Any resolution or conclusion in this circumstance that lacks consensus at the Partners Group will not bind the dissenting party.

4.7.5. If the need for a decision is urgent, the Legacy Project Manager may set emergency meetings of both the TAC and the Partners Group. The parties shall use best efforts to attend any emergency meetings.

### **5. General Obligations the Parties Regarding the Legacy Project Work.**

5.1. ***Reporting Expenditures.*** Parties shall report all expenditures to the Working Group Project Managers, including copies of invoices and any reasonable supporting documentation. The Legacy Project Manager shall provide a quarterly report on the Legacy Project Budget and expenditures to the Working Group Project Managers and solicit feedback to ensure that the Project is remaining coordinated and on budget as required by Section 5.7.

5.2. ***Contracts.*** Parties shall notify the Legacy Project Manager of all draft contracts that such party is considering entering into with third parties and that are related to the Legacy Project. If requested by the Legacy Project Manager, a party shall provide copies of the draft contract and scope of work to the applicable Working Group Project Manager and to the Legacy Project Manager, with reasonable opportunity for comment and review. If requested by the Legacy Project Manager, prior to executing a contract related to the Legacy Project, a party shall have obtained approval from the applicable Working Group and the TAC of the contract's scope, schedule, budget, workplan, and deliverables.

5.3. ***Participation.*** The parties shall participate meaningfully in all Legacy Project groups, and respect the roles and responsibilities assigned to each Partner in such participation.

5.4. ***Staff Contributions; Tracking of Staff Time.*** The parties shall provide key contributions of staff to lead and/or participate in the work of the TAC and the Working

Groups, as set forth in the attached Exhibit D. Each party shall track staff time for match, and report staff time spent on the Legacy Project to the Legacy Project Manager, as requested by the Legacy Project Manager; provided, however, that it is understood and agreed that, unless otherwise specifically agreed to by the Partners Group, that staff resources, time and contributions shall be deemed “in-kind” contributions to the Project, and no party shall charge time or seek to recover expenses from the Project.

5.5. **Staff Leads.** At the request of the Legacy Project Manager or a Working Group Project Manager, a party may agree to lead a portion of the work of the TAC or a portion of the work of a Working Group. Parties that agree to lead any portion of the work of the TAC or a Working Group will report back to the Legacy Project Manager or Working Group Project Manager, as applicable, on the status of the work and seek support of material decisions.

5.6. **Future Riverwalk Owner.** The parties understand and agree that work on the Riverwalk can progress only so far without identification of the entity or entities that will in fact own or operate the Riverwalk. The parties shall strive to identify the owner(s) and operator(s) of the Riverwalk by completion of pre-concept design work (approximately June 2016), such that design decisions that affect future ownership and operation of the Riverwalk are made with the approval of the entity or entities that will own and operate the Riverwalk. If the entity or entities that will own or operate the Riverwalk are not a party to this Agreement, the parties will amend this Agreement appropriately and enter into a separate agreement with the owner or operator, as necessary. The prospective owner(s) will be considered “identified” when they have committed to the Partners Group to seek to construct the Riverwalk. The prospective operator(s) will be considered “identified” when they have committed to the Partners Group to take responsibility for future operations, maintenance and security of the Riverwalk. An entity’s commitment to ownership and/or operation to the Partners Group should be in the form of a resolution adopted by the entity’s governing body.

5.7. **Finance Oversight Subcommittee.** The parties shall create a finance oversight subcommittee of the TAC made up of at least one member from each party. The finance oversight subcommittee shall oversee the Legacy Project Budget and expenditures of the Legacy Project. The subcommittee will design a financial reporting format and meet with the Legacy Project Manager and Working Group Project Managers quarterly to review reports.

## 6. Work of the TAC.

6.1. **General.** The following subsections set forth roles and responsibilities regarding the work of the TAC, as of the Effective Date and may change from time to time upon approval of the TAC.

6.2. **Project Administration.** Metro will lead and manage the overall administration of the TAC and coordination among the Working Groups. It will create TAC agendas and meeting notes, and coordinate the Partners Group meetings. Metro’s work will also include tracking the Legacy Project scope, schedule, Legacy Project Budget, and expenditures. The parties will strive to rotate the location of the TAC meetings to encourage broad participation.

6.3. **Strategic Communications.** Except as related to tribal involvement in Section 6.7, Metro will lead the social media strategy, manage newsletters, provide coordination of public engagement with the Working Groups, and create materials needed for funding requests, among other things. Metro will closely coordinate this work with the TAC and with communications staff of each party.

6.4. **Public Engagement.** Metro will lead the public engagement efforts in close coordination with the City. The City shall continue to update the Legacy Project website.

6.5. **Funding Strategy.** Metro will lead a fundraising and finance strategy for the Legacy Project. This work will coordinate opportunities with Rediscover the Falls and the work of the Working Groups. For lobbying, the County will lead federal efforts, and Metro and the State's Regional Solutions office will coordinate state efforts.

6.6. **Private Parties.** In coordination with and with input from the TAC, Metro will lead negotiations with the Owner, PGE, and other third parties with respect to real property issues and issues that have the potential to significantly impact all aspects of the Legacy Project. The parties shall refrain from communicating directly with the Owner, PGE, or other third parties on these issues without Metro's coordination and input in advance, except with respect to tours (see Section 6.9, below). The Working Group Project Managers may engage the Owner, PGE, and other third parties directly on Working Group-level issues, and will report the content of such conversations back to the TAC.

6.7. **Tribal Involvement.** The State will take the lead to create a process for government to government tribal consultation about involvement in the Willamette Falls Legacy Project and interpretation of the Riverwalk. The parties will coordinate additional tribal involvement, as necessary.

6.8. **Coordination with State Agencies.** The State, through the Regional Solutions office, will lead communication, coordination, and involvement of State Parks and all other state agencies in the Legacy Project, especially with regard to required state permits for the Riverwalk and state funding.

6.9. **Site Access and Tours.** The City will manage all site access and site tours through the Owner and PGE, and will update the TAC regarding tours on a weekly basis.

6.10. **Implementation Strategies.** Metro will lead efforts to deliver key decisions and workplans associated with the work of the TAC for future phases of the Legacy Project, taking into account such things as governance, Riverwalk ownership, fundraising, and financing.

## 7. **Work of the Riverwalk Working Group.**

7.1. **General.** The following subsections set forth roles and responsibilities regarding the Riverwalk Working Group, as of the Effective Date and may change from time to time upon approval of the TAC.

7.2. **Riverwalk Project Manager.** Metro will provide a staff person to manage and coordinate all of the scopes of work and consultant contracts related to the Riverwalk. The Riverwalk Project Manager, in coordination with the Infrastructure Project Manager and Economic Development Project Manager, will create a project management plan for all the Riverwalk work.

**8. Work of the Infrastructure Working Group.**

8.1. **General.** The following subsections set forth roles and responsibilities regarding the Infrastructure Working Group, as of the Effective Date and may change from time to time upon approval of the TAC.

8.2. **Infrastructure Project Manager.** The City will provide a staff person to manage and coordinate all of the scopes of work and consultant contracts related to the Infrastructure Working Group. The Infrastructure Project Manager, in coordination with the Economic Development Project Manager, will create a project management plan for all the infrastructure work.

**9. Work of the Economic Development Working Group.**

9.1. **General.** The following subsections set forth roles and responsibilities regarding the Economic Development Working Group, as of Effective Date and may change from time to time upon approval of the TAC.

9.2. **Economic Development Project Manager.** The County will lead the Economic Development Working Group. Representatives from the Clackamas County Business and Economic Development department and the Clackamas County Tourism and Cultural Affairs organization will convene the Economic Development Working Group to lead discussions about economic development. In addition the Working Group will review the work of the Infrastructure Working Group.

**10. Communication Protocols.**

10.1. All publicity and strategic communications for the Legacy Project will be coordinated through the TAC so that the parties can deliver unified direction and messages to outside parties.

10.2. Each party commits to working within Legacy Project channels and the structure set forth in this Agreement, especially with respect to any potential conflicts, disagreements, external events, or pressures. The parties shall consult with each other first, prior to outreach to third parties, at emergency TAC or Partners Group meetings, as necessary.

10.3. The parties commit to attendance at emergency meetings.

10.4. The parties commit to communications with tribes consistent with Section 6.7, above.

## 11. Miscellaneous.

11.1. **Waiver of Liability.** Each party assumes all risks arising out of such party's participation in the Legacy Project, including with respect to the condition of the Property, and no party shall be liable to another for such risks, except to the extent caused by a party's gross negligence or willful misconduct.

11.2. **Indemnity.** Each party shall hold harmless and indemnify the other parties, and their agents and employees, against any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim arising out of the indemnifying party's work and actions under this Agreement within the maximum liability limits set forth under the Oregon Tort Claims Act and Oregon Constitution.

11.3. **Termination.** A party may terminate this Agreement at any time as to such party with thirty (30) days prior written notice to the other parties, if the terminating party believes, or has reason to believe, that funding sufficient to comply with this Agreement will not be made available to the terminating party by the terminating party's governing body. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

11.4. **Laws of Oregon; Compliance with Laws.** The laws of the State of Oregon shall govern this Agreement, and the parties agree to submit to the jurisdiction of the courts of the State of Oregon. All activities of a party under this Agreement shall be in compliance with all applicable laws, statutes, ordinances, rules, regulations, and requirements of any governmental authority, including all applicable provisions of ORS chapters 279A, 279B, and 279C.

11.5. **Maintenance of Records.** The parties shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, the parties shall maintain any other records pertinent to this Agreement in such a manner as to clearly document their performance. Each party acknowledges and agrees that it shall retain such documents for a period of three (3) years after termination of this Agreement, or such longer period as may be required by applicable law. In the event of any audit, controversy, or litigation arising out of or related to this Agreement, the parties shall retain such documents until the conclusion thereof.

11.6. **Relationship of Parties.** Each of the parties hereto is deemed an independent contractor for purposes of this Agreement. No representative, agent, employee, or contractor of one party shall be deemed to be an employee, agent or contractor of any other party for any purpose. Nothing herein is intended, nor may it be construed, to create among the parties any relationship of principal and agent, partnership, joint venture, or any similar relationship, and each party hereby disclaims any such relationship.

11.7. **Preservation of Privileges; Public Records.** The parties acknowledge and agree that a primary purpose of this Agreement is to encourage frank communication and close collaboration among the parties for the maximum benefit of the Legacy Project, preliminary to any final action by the parties' governing bodies. The parties will disclose and transmit

information to one another regarding possible direction for the Legacy Project and possible real estate transaction(s) with the Owner or third parties. The parties intend to preserve all rights under Oregon Public Records law, including, without limitation, exemptions related to internal advisory communications under ORS 192.502(1) and related to sharing of information regarding a potential real property negotiation under ORS 192.502(9)(a), the disclosure of which is restricted under ORS 192.660(2)(e). The parties intend by this section to protect from disclosure all Legacy Project information exchanged between any parties, or between any party and a consultant hired by a party for the Legacy Project, to the greatest extent permitted by law, regarding less whether the exchange occurred before execution of this Agreement and regardless of whether the writing or the document is marked "Confidential."

11.8. **No Third-Party Beneficiary.** This Agreement is between the parties and creates no third-party beneficiaries. Nothing in this Agreement gives or will be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.

11.9. **Assignment.** No party may assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the other parties.

11.10. **Entire Agreement; Prior Agreements.** This Agreement constitutes the entire agreement among the parties on the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings, representations, or communications of every kind. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. To the extent this Agreement contradicts the MOU, this Agreement governs.

11.11. **Modification; Waiver.** No course of dealing between the parties and no usage of trade will be relevant to supplement any term used in this Agreement. No waiver, consent, modification, or change of terms of this Agreement will bind any party unless in writing and signed by the parties. The failure of a party to enforce any provision of this Agreement will not constitute a waiver by a party of that or any other provision.

11.12. **Authority.** The representatives signing on behalf of the parties certify they are duly authorized by the party for whom they sign to make this Agreement.

11.13. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which will constitute one and the same instrument.

[Remainder of page blank; signatures on next page.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF OREGON CITY

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

METRO

  
Name: Martina Bennett  
Title: Chief Operating Officer  
Date: 7/1/16

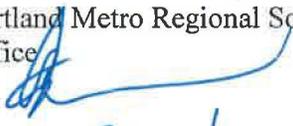
CLACKAMAS COUNTY

  
Name: John Ludlow  
Title: Chair  
Date: 6/26/16

STATE OF OREGON, through its Parks and Recreation Department

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF OREGON, through its Portland Metro Regional Solutions Office

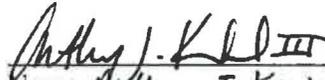
  
Name: Bobby Lee  
Title: Regional Solutions Coordinator  
Date: 7/7/16

- Exhibit A: Legacy Project Budget
- Exhibit B: Partners Group
- Exhibit C: Org. Chart
- Exhibit D: Staffing Commitments

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF OREGON CITY

METRO

  
Name: Anthony J. Konkol III  
Title: CITY MANAGER  
Date: 4-20-16

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

CLACKAMAS COUNTY

STATE OF OREGON, through its Parks and Recreation Department

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF OREGON, through its Portland Metro Regional Solutions Office

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

- Exhibit A: Legacy Project Budget
- Exhibit B: Partners Group
- Exhibit C: Org. Chart
- Exhibit D: Staffing Commitments

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF OREGON CITY

METRO

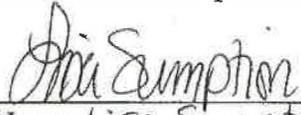
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Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

CLACKAMAS COUNTY

STATE OF OREGON, through its Parks  
and Recreation Department

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

  
\_\_\_\_\_  
Name: Lisa Sumption  
Title: Director  
Date: 3/30/16

STATE OF OREGON, through its  
Portland Metro Regional Solutions  
Office

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

- Exhibit A: Legacy Project Budget
- Exhibit B: Partners Group
- Exhibit C: Org. Chart
- Exhibit D: Staffing Commitments

**WILLAMETTE FALLS LEGACY PROJECT PREVIOUS PLANNING EFFORTS  
FY 11-12 to FY 13-14**

SOURCES	USES			
	Due Diligence	Site Investigations	Master Planning	TOTAL
<b>State</b>				
SHPO	\$5,000			\$5,000
<b>Subtotal</b>				<b>\$5,000</b>
<b>Metro</b>				
Natural Areas Bond	\$61,331	\$643,571		\$704,902
Sustainability Center			\$100,000	\$100,000
<b>Subtotal</b>				<b>\$804,902</b>
<b>Oregon City</b>				
General Fund	\$25,000	\$100,000	\$100,000 <sup>1</sup>	\$225,000
CET Grant			\$250,000	\$250,000
<b>Subtotal</b>				<b>\$475,000</b>
<b>Clackamas County</b>				
Ec Dev Lottery Funds			\$100,000 <sup>1</sup>	\$100,000
<b>Subtotal</b>				<b>\$100,000</b>
<b>Private</b>				
Trustee contribution		\$10,000	\$50,000 <sup>1</sup>	\$60,000
<b>Subtotal</b>				<b>\$60,000</b>
<b>Federal</b>				
EPA Brownfields Grant		\$65,000		\$65,000
<b>Subtotal</b>				<b>\$65,000</b>
<b>Grand Total</b>	<b>\$91,331</b>	<b>\$818,571</b>	<b>\$600,000</b>	<b>\$1,509,902</b>

\* \$917,220 approximate staffing costs for Oregon City, Clackamas County and Metro during planning and pre-design work.

<sup>1</sup> Match for CET grant

**WILLAMETTE FALLS RIVERWALK BUDGET  
INITIAL \$25M PROJECT**

Project Sources	Metro NA Bond	Metro RISE	State Bond	State Bond	Falls Legacy	Tourism Grant	Oregon City	Fund Raising	Total
<b>Total Funds</b>	<b>\$5,000,000</b>	<b>\$100,000</b>	<b>\$5,000,000</b>	<b>\$7,500,000</b>	<b>\$400,000</b>	<b>\$53,622</b>	<b>\$1,245,581</b>	<b>\$5,912,939</b>	<b>\$25,212,142</b>
FY 14-15 Spent	\$126,754	\$0	\$0	\$0	\$0	\$38,622	\$75,000	\$0	\$240,376
Available	\$4,873,246	\$100,000	\$5,000,000	\$7,500,000	\$400,000	\$15,000	\$1,170,581	\$5,912,939	\$24,971,766
Initial Project	\$4,873,246	\$100,000	\$5,000,000	\$7,500,000	\$400,000	\$15,000	\$1,170,581	\$5,912,939	\$24,971,766
Remaining	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

<b>Concept Design</b>	
<b>Total</b>	<b>\$2,961,831</b>

	\$1,655,447	\$100,000	\$0	\$0	\$200,000	\$15,000	\$991,384		\$2,961,831

<b>Construction Documents</b>	
<b>Total</b>	<b>\$2,383,261</b>

	\$1,869,065	\$0	\$250,000	\$0	\$200,000	\$0	\$64,196		\$2,383,261

<b>Permitting and Construction</b>	
<b>Total</b>	<b>\$17,356,513</b>

	\$0	\$0	\$4,750,000	\$6,578,574	\$0	\$0	\$115,001	\$5,912,939	\$17,356,513

<b>Owner Contingency</b>	<b>\$2,270,160</b>
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	\$1,348,735	\$0	\$0	\$921,426	\$0	\$0	\$0	\$0	\$2,270,161
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<b>Grand Total</b>	<b>\$24,971,765</b>
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Exhibit B

**Partners Group**

State

State Senator  
State Representative  
Regional Solutions  
Oregon State Parks

Metro

Metro Council President  
Metro Councilor  
Metro Chief Operating Officer

Clackamas County

County Commissioner  
County Commissioner  
County Administrator

Oregon City

Mayor  
City Commissioner  
City Manager

# Willamette Falls

Exhibit B

## ◉ LEGACY PROJECT ◉

### Whitewater Park Proposal Talking Points

#### General talking points:

- The whitewater park proposal was developed by a group of advocates separate from the Willamette Falls Legacy Project. Project partners really appreciate the enthusiasm of whitewater park advocates for the Willamette Falls Legacy Project.
- Project partners welcome ideas from the public and interested groups as they move forward in designing a public riverwalk. As part of the design process that is now underway, the riverwalk design team is exploring ideas for activities and experiences, the site and its complexities.
- Project decisions are influenced by the interests of many parties, including the private property owner Falls Legacy LLC, and PGE, the owner of the dam.
- ALL ideas and proposals will be considered first and foremost through the lens of the project's four core values: public access; historic and cultural interpretation; economic redevelopment; and healthy habitat.
- The Willamette Falls Legacy Project Partners Group\* is responsible for major project decisions that involve tradeoffs between the four core values.
- The partners group must balance ideas and opportunities with an analysis of cost and feasibility to ensure responsible use of public funds, minimize risk and meet public expectations for the project.

\* The Willamette Falls Legacy Project Partners Group is made up of elected officials and staff members from each of the partner organizations of the Willamette Falls Legacy Project: Oregon City, Clackamas County, Metro and the state of Oregon.

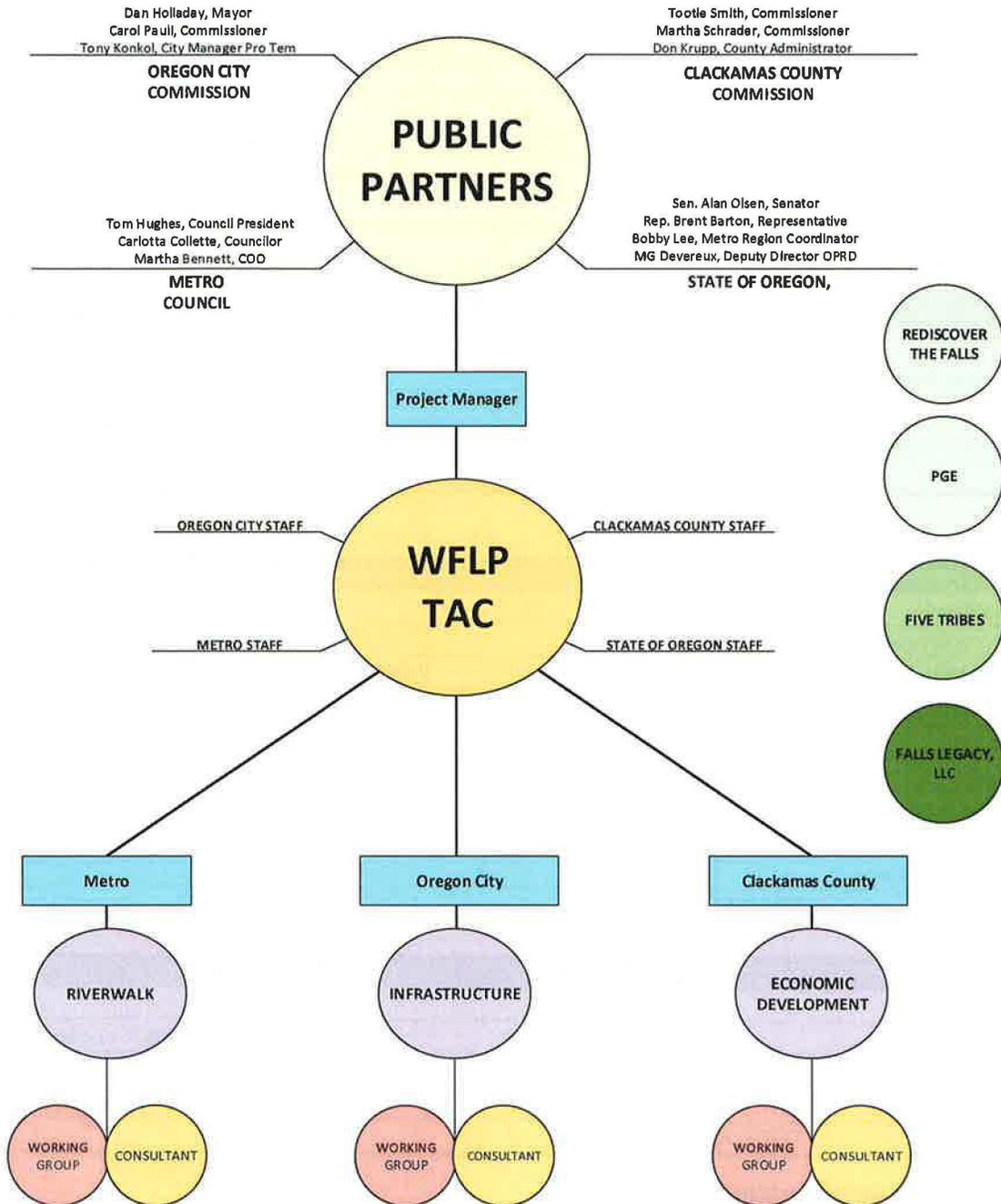
The Technical Advisory Committee (TAC) for the Willamette Falls Legacy project proposes this decision matrix as a way to evaluate the proposed whitewater park concept. The TAC will produce a staff report and recommendation using this matrix for the next Partners Group meeting.

	Evaluation Considerations						
	Current Design Phase		→	Next Design Phase	→	Construction Phase	
	Four Core Values <i>Does this option meet the four core values of Public Access, Healthy Habitat, Economic Redevelopment, and Historic and Cultural Interpretation?</i>	Design Cost and Delay <i>What is the added cost to the riverwalk project in terms of budget and time?</i>		Core requirements <i>If core values and design costs can be addressed, what are the next questions to be asked.</i>		Capital Costs <i>If core requirements can be met.</i>	Operations <i>If core requirements can be met.</i>
Whitewater Park Approach Options	Inputs to include: Tribal opinion, ODFW opinion on fish impact, Snohetta team opinion, Concord Group (Economic Development consultant) opinion, History and Culture consultant opinion, CH2M opinion on hydrology, Stillwater opinion on habitat	Inputs to include: Design team evaluation of cost and scheduling, staff prediction of staff time that would need to be devoted, cost per month of delay in design process, estimate of additional permitting time and costs	Inputs would include: Are necessary water rights in place? Are necessary easements in place? Can the proposal meet PGE dam safety requirements? Does Falls Legacy LLC support?	Inputs would include: What is the funding source or finance plan for the capital project?	Inputs would include: What is the operations and maintenance plan?		
Embrace the idea: Incorporate a whitewater channel into the riverwalk design and development strategy plans in partnership with We Love Clean Rivers.							
Keep the option alive: Design the riverwalk in such a way that does not preclude the ability for a whitewater channel to be added in the future, while We Love Clean Rivers conducts additional feasibility studies and develops a finance plan.							
Include the activities of whitewater and flatwater kayaking as potential program elements of the riverwalk as the design team develops design alternatives this summer and fall.							

Note: The first two options reflect the specific requests from We Love Clean Rivers, and the third option reflects how riverwalk design would proceed in the absence of a formal whitewater park proposal.

Exhibit C

# WFLP ORGANIZATIONAL CHART



**WILLAMETTE FALLS LEGACY PROJECT  
PROPOSED IN KIND STAFFING COMMITMENTS FOR FY 15-16 & FY 16-17**

**EXHIBIT D**

Oregon City Key Staff	FTE	Primary Responsibility
Community Dev. Director	0.1	TAC
Christina Robertson-Gardiner	0.88	Infrastructure Working Group Project Manager
Kelly Reid	0.9	Riverwalk Working Group
Scott Archer	0.1	Riverwalk Working Group
Dayna Webb	0.05	Infrastructure Working Group
Eric Underwood	0.1	Economic Development Working Group
<b>TOTALS</b>	<b>2.13</b>	

Clackamas County Key Staff	FTE	Primary Responsibility
Gary Barth	0.1	Economic Development Working Group Project Manager
Catherine Grubowski-Johnson	0.15	Economic Development Working Group
Lorraine Gonzales	0.05	Riverwalk Working Group
Amanda D'Souza	0.8	Economic Development Working Group
<b>TOTALS</b>	<b>1.1</b>	

Metro Key Staff	FTE	Primary Responsibility
Noah Siegel	0.2	TAC
Kathryn Krygier	0.8	WFLP Project Manager
Hillary Wilton	0.2	Private Partners Rep. for Public/Negotiations
Hope Whitney	0.12	Metro Legal
Dave Elkin	1	Riverwalk Working Group Project Manager
Brian Vaughn	0.1	Riverwalk Working Group
Communications Position	0.5	Communications/Public Engagement
Beth Cohen	0.3	Staff to Councilor Collette
Frankie Lewington	0.5	TAC
<b>TOTALS</b>	<b>3.72</b>	

State of Oregon Key Staff	FTE	Primary Responsibility
TBD	0.1	TAC
Jennifer Donnelly	0.1	Riverwalk Working Group
Janet Hillock	0.1	Infrastructure Working Group
TBD	0.1	Economic Development Working Group
<b>TOTALS</b>	<b>0.4</b>	

<b>Grand Total</b>	<b>7.35</b>
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# Willamette Falls

## LEGACY PROJECT

### Memorandum

To: Willamette Falls Legacy Project Partners Group

From: Kelly Reid, Interim Project Manager, and Project staff team

Date: July 5, 2016

Re: Whitewater Park Proposal work session

### Introduction

The purpose of this memorandum is to introduce a proposal for a whitewater park that was submitted to the Willamette Falls Legacy Project, and to provide background information that will help the Partners Group make a decision whether or not to incorporate a whitewater park into the Willamette Falls Legacy Project.

Earlier this year, We Love Clean Rivers, a local nonprofit organization with the mission of cleaning high use rivers by mobilizing the river recreation community in partnership with local environmental, recreation and educational organizations, submitted a proposal<sup>1</sup> to Willamette Falls Legacy project staff for an Olympic level whitewater kayaking channel on the former Blue Heron mill site. We Love Clean Rivers understands that riverwalk planning and design is occurring now and has requested that the proposal be considered within that riverwalk process.

The riverwalk design process is being managed by the riverwalk working group and overseen by the Technical Advisory Committee, as laid out in the Governance IGA approved by all four project partners earlier this year. The Governance IGA stipulates that significant threats or opportunities for the project, along with any major decision that involves tradeoffs between the four core values, be brought to the Partners Group. Staff believes that a whitewater park fits that criteria; it has the potential to involve tradeoffs between the four core values, it was not anticipated in the Vision and Master Plan approved by the Partners in 2014, and it is likely that the incorporation of a whitewater park into the design and

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<sup>1</sup> The proposal was formally submitted by Clackamas County Tourism Development Council on behalf of We Love Clean Rivers. The Tourism Development Council funded the development of the proposal through tourism grants, and supports the whitewater park concept as a tourism driver. The Clackamas County Board of Commissioners, which appoints Tourism Council members, has not made any decisions for or against the proposal, and has elected to defer to the Partners Group.

construction of the riverwalk would involve increased design and construction costs over what has previously been reported to the Partners Group.

Project staff have coordinated with We Love Clean Rivers to understand the proposal, investigate technical issues, and flag important questions that would need to be addressed if a whitewater park were to become part of the Willamette Falls Legacy Project. The proposal was shared with the Snøhetta-led design team, discussed with Falls Legacy LLC, and evaluated at length by staff over the past several months.

### **Description of Proposal**

The proposal from We Love Clean Rivers is for an Olympic- level whitewater course built as a concrete channel that weaves through the site, connecting the upper river to below the falls, and taking advantage of the 40- foot elevation change. Such a channel would likely attract both everyday recreational users, along with Olympic athletes and national and international competitions. The submitted proposal includes an example of a whitewater channel (Exhibit 2). The basic requirements of such a facility are:

- A channel must start in the lagoon area (within the riverwalk easement area)
- A channel must spill out into the lower river somewhere along the shoreline (within the riverwalk easement area)
- The length of shoreline impacted would be at least 45 feet, but ideally 200 feet
- The channel must be approximately 2,000 to 2,500 feet in length
- The channel must be 25 to 45 feet wide, with additional areas for spectator viewing
- A user fee or entrance fee would be needed to cover operations costs

We Love Clean Rivers has explained that the exact alignment of a channel is flexible, as long as those basic requirements are met.

### **Public Versus Private Project**

We Love Clean Rivers has introduced the whitewater park as a concept, but has not suggested who might ultimately build or operate it. The partners could decide to incorporate the whitewater park as a public development that is part of the riverwalk and public open space on the site. Alternatively, the park could be seen as a private development project that, with the Partners permission, would cross through the public easements on the site.

Falls Legacy LLC is intrigued by the concept of a whitewater park in general, and has neither included or excluded it in plans for the private development. Falls Legacy acknowledges the easement rights that the public has and will be deferential and collaborative within the riverwalk process, as described in the easement agreement.

For either option – as a public or private development – funding for design, construction, and operations has not been identified. The Technical Advisory Committee’s understanding of the existing riverwalk funding is that it could NOT be used for a whitewater park unless the Partners Group agreed to allow that use.

### **Urgency of Decision**

Now is the time to establish the list of all major programmatic components to be considered within the full 22-acre site. Any major programmatic element introduced after the design team’s submission of the Pre-Concept design alternatives early this fall would cause a delay in the process. A large, Olympic-level whitewater channel constitutes a major programmatic element. If a whitewater programmatic element is to be advanced, it must be considered as part of the current Pre-Concept design phase due to the complexity of the activity requirements, land and river infrastructure, technical issues, and permitting impacts. In other words, the design team is not able to simply insert the channel into the design during a later phase.

Attached to this memo is a decision matrix that the Technical Advisory Committee has proposed as a framework for making a decision. It includes three options – the first two reflect the specific requests from We Love Clean Rivers, and the third option reflects how riverwalk design would proceed in the absence of a formal whitewater park proposal.

Project staff recommend that the Partners Group make a decision by early –to-mid August, in order to provide the direction to the design team so they can proceed with design alternatives and move into the next phase of design, selection of a preferred concept design, this Fall. The TAC recommends that the Partners accept written public comments for the two weeks following the July 11 Partners meeting. Staff will then produce a report for the Partners prior to their final decision that summarizes public comments received, and provides findings and recommendations consistent with the attached decision matrix. Staff also request s that the partners use the July 11<sup>th</sup> meeting to identify any other questions or information that would be helpful to include in the staff report.

### **Attachments:**

1. Proposed Decision Matrix
2. Example of whitewater channel – Perimeter Channel drawing
3. Formal email request from We Love Clean Rivers
4. Letter from WFLP project staff to We Love Clean Rivers
5. Response to Letter from We Love Clean Rivers

# Willamette Falls Legacy Project

Exhibit E

## Consideration for Inclusion of a Whitewater Park Facility on the WFLP Property

### *Including the Riverwalk*

#### Pros

#### Cons

#### **Option 1. Embrace the Proposal**

Incorporate a Whitewater Park Facility into the refined "Master Plan" of the Property

- Potential as a significant recreational and tourism asset for Clackamas County
- Strong support of Property Owner
- Broad Community Support
- No other development opportunity currently being advanced

- \$\$ - Lacking a design and construction financing plan
- ROI - Lacking a business plan for ongoing operations once built to determine if feasible
- No identified public funding from the Partners Group to contribute beyond approved budget

#### **Option 2. Keep the Option Open**

Develop a refined Master Plan for the Property that could accommodate a Whitewater Park Facility in the future

- Prevents passing on an opportunity too soon
- Allows supporters to continue refining the business and financing plan

- Could possibly delay the project which has milestone requirements from the Partners including the State of Oregon
- Significantly influences the refined Property Master Plan

#### **Option 3. Status Quo**

Continue with the current refined Master Plan effort that does not include design and location of a Whitewater Park Facility on the Property

- No changes needed to the approved public funds budget or project plan
- Riverwalk design can continue without limitations
- Does not preclude a future Whitewater Park retrofit

- Loss of WFLP support from Whitewater Park supporters
- Risk of passing on a truly unique development opportunity



## Development Grant Summary for River Tourism at Willamette Falls

- **FY 2014-15 Whitewater Park Feasibility Study (We Love Clean Rivers) - \$55,000**

The primary goal of the project is to assess the viability and ongoing community benefit of river tourism at Willamette Falls. Improved sport fishing and a whitewater park there will offer greater tourism opportunities in the area. An earlier study of the Lower Clackamas River revealed that a superior location could be achieved at the Falls because of its potential for world class whitewater features and its proximity to local businesses.

### Project Overview and Goals

Whitewater parks across the country have created booms in tourism, economic development, and overnight stays by promoting river restoration, improving safety, recreation, training, and commerce. One example is a whitewater park in Golden, Colorado: this \$170,000 investment has had an economic impact of \$1.8 million/year and improved fish habitat in Clear Creek. More examples are described here <http://www.allaboutrivers.com/bend/images/wwpark-brochure.pdf>.

The proposed project will enhance Outdoor Recreation, specifically river tourism, one of the three pillars of Clackamas County Tourism. Results from the We Love Clean Rivers (WLCR) 2014 TDC grant-funded project have revealed a timely opportunity for development of river tourism on the Oregon City side of Willamette Falls. Development of river features and access will improve sport and traditional fishing, whitewater recreation, and historic interpretation. Based upon data collected on whitewater enhancements of similar size and scale, this project will result in significant overnight tourism.

The primary goal of the proposed grant is to assess the sustained community benefit of river tourism at Willamette Falls. Improved sport fishing and a whitewater park on at Willamette Falls will offer greater tourism opportunities to the local area than the Lower Clackamas, given the potential for world class whitewater features and the location to local businesses (see attached for more information on potential impact).

- 1) Schematic design: WLCR met with Metro in October 2014 to discuss the Riverwalk and the first phase of the Legacy Project Master Plan. Metro is working on the Riverwalk schematic design. WLCR will reach out to the National Sport Fishing Industry association to inform this design process and optimize it for river tourism (fishing, boating, sight-seeing). WLCR will develop additional architectural renderings that could provide river access for fisherman and boaters.
- 2) Engineering, feasibility and cost assessment for development of a whitewater park as part of phase 1 of the Master Plan- River Walk (Jan-March 2015). We will continue to engage Metro from this design perspective, and work with PGE to understand opportunities and challenges associated with restoring/repurposing riverbed on the east side of the falls. The first step is to produce additional renderings to provide options for a Whitewater Park.

### Tourism Development Council (TDC)

At their July 13, 2016 regular meeting, the TDC unanimously voted to support to continue to keep the Whitewater Park proposal in the design mix as the Willamette Falls Legacy and Riverwalk projects move forward; or the "middle path" presented to the Legacy partners at their July 2016 meeting. They did not support closing the project from further consideration at this time because of its potential as a visitor draw and a significant contributor to the economic vitality of Oregon City and Clackamas County, and because of the great public and business support it has garnered during the past year.



## **Whitewater Park Executive Summary**

Willamette Falls Whitewater Park  
Oregon City, OR

April 27, 2015

### **Prepared for:**

We Love Clean Rivers, Inc. 501c3  
Funded by a Development Grant from  
Clackamas County Tourism and Cultural Affairs

### **Prepared by:**

Scott Shipley, P.E.  
S2o Design and Engineering  
318 McConnell Drive  
Lyons, CO, 80540

## Executive Summary

This study investigates the feasibility and possible configuration of a potential whitewater park on the 22 acre Falls Legacy Site, formerly the Blue Heron Paper Mill Site, in Oregon City. The study evaluates four possible design solutions that include one in-stream concept and three channels which bypass Willamette Falls via a low-slope, purpose-built, whitewater canal.

- The In-stream Concept utilizes an existing ravine that would be fed with water from a former generating facility located in the Falls themselves. This type of amenity would provide recreation for avid kayakers and rafters but recreational amenities for the general public, such as swimming, wading and fishing would be limited. Due to the limited recreational amenities, the study finds that the In-Stream Concept would have a limited appeal and would not produce significant economic impacts to the area.
- The Riverwalk Concept would be built into a grade along the Willamette River's bank and would function as a retaining wall for the remainder of the site. This would decrease the instance that water would flood into the venue and would provide a recreational attraction in its own right. Moreover, the Riverwalk Concept would provide a platform for the Riverwalk as well as a large common space in the center of the venue. The creation of a Riverwalk and common area would provide an attraction to visitors, which in turn creates significant positive economic impacts to the owner and municipality.
- The Grand Plaza Concept creates a central attraction out of the whitewater channel. This attraction, like the Riverwalk concept, could provide demonstration power generation as well as, or alternately, a waterfall in the central redevelopment site. Both the Riverwalk and Grand Plaza concepts could be provided with demonstration fish passage channels as well. This concept would also have a significant economic impact. There are also branding, monetary and interpretive impacts from the proposed power generation.
- The Perimeter Channel Concept is a much longer channel that meanders around the perimeter of the site. This channel would provide the most whitewater recreation and a continuous fluid connection between the upper basin and the river below. The channel would also provide for fish passage up the waterfall. This layout has the most impact to proposed construction at the site, but also has the most capacity for whitewater users and therefore the greatest potential impact.

The varying concepts have different benefits and weaknesses but provide a starting point for further refinement as design on the site progresses. The construction costs of these channels vary and are listed in this report. However, in addition to these costs, there are significant additional costs associated with developing the site from its current state including demolition, bedrock removal, and construction.

Given the significant construction costs, an economic impact study was completed to determine if this facility was worth building. The results of the study concluded that there is a substantial market in the State of Oregon as demonstrated by the significant numbers of outdoor enthusiasts, who recreate in rivers by rafting, tubing, kayaking or other means many times a year. Moreover, based on study data it was found that users are many times more likely to visit, and revisit, a whitewater attraction that is in

close proximity to their location. Research shows that there are more than two million people living within an hour of the Falls Legacy Site and that this whitewater park, if built, would be the closest whitewater to that location.

An estimated usage was created by modeling the attractive power of whitewater parks in other, similar communities, and scaled to the region and climate. This model also used inputs such as typical spending, typical costs of business, and typical spending multipliers in order to estimate the total potential impact of a whitewater park in Oregon City.

This analysis examined the economic benefits and market impacts under two possible scenarios: 1) a **small whitewater play park** and 2) a **large whitewater center**. The whitewater center concept expands on the small park with increased opportunities for commercial rafting and large-scale spectating, including races and events. These analyses found the potential annually for several million dollars' worth of expenditures and net benefit to participants and spectators at this site.

Scenario 1: Whitewater Play Park

	Activity	Users	Net Economic Benefit	Expenditures	
				Local	Overnight (25%)
Events	Kayaking/Rafting/Canoeing	1,500	\$189,696	\$69,785	\$67,555
	Tubing	0	\$0	\$0	\$0
	Surfing/SUP	150	\$18,970	\$6,979	\$6,756
	Spectators	15,000	\$692,537	\$190,074	\$260,680
Annual Totals (Event and Non-Event)	Kayaking/Rafting/Canoeing	10,998	\$1,390,812	\$511,650	\$495,301
	Tubing	2,892	\$365,677	\$134,525	\$130,226
	Surfing/SUP	6,574	\$831,345	\$305,834	\$296,061
	Spectators	20,463	\$944,761	\$259,300	\$355,620
Totals	Participants	22,113	\$2,796,500	\$1,028,772	\$995,899
	All Users	57,576	\$4,433,798	\$1,478,146	\$1,612,198

A modest whitewater play park could provide 22,000 annual in-water users and 35,000 spectators, with annual expenditures by these groups of over \$3 million. The total economic value net over 50 years, discounted, would be \$157 to \$314 million, summing net benefits to users and their expenditures.

Scenario 2: Whitewater Center

Activity	User Days	Net Economic Benefit	Expenditures	
			Local	Overnight (25%)
Private Users	22,113	\$2,796,500	\$1,028,772	\$995,899
Commercial Rafters	120,259	\$15,208,454	\$5,594,863	\$5,416,088
Spectators	239,628	\$11,063,410	\$3,036,473	\$4,164,404
<b>Totals</b>	<b>382,000</b>	<b>\$29,068,364</b>	<b>\$9,660,108</b>	<b>\$10,576,391</b>

A whitewater center builds on the private users that would take advantage of Scenario 1 and expands with commercial rafting as well as increased spectator activities. It could provide 382,000 annual total visitors, with annual expenditures of \$20 million. The total economic value net over 50 years, discounted, would be over \$1 billion, including net benefits to users. It would also induce an additional

122 new jobs in the vicinity from non-local visitor. In terms of return-on-investment any of the concepts presented on the Falls Legacy property would pay for itself in a short period of time and continue to reap returns long into the future.

## FALLS LEGACY, LLC

George Heidgerken, Manager  
3408 S Union Ave. Tacoma, WA 98409  
253-272-5234 office 206-940-2270 cell 253-272-4656 fax  
george@fallsdevelopment.com

July 20, 2016

Sam Drevo, Board Chair  
We Love Clean Rivers  
PO Box 14345  
Portland, OR 97239

RE: Support

Dear Sam,

This is great news in regards to the grants you may receive from Oregon Tourism and the County. These will help in your cost for the design and if possible construction of the Whitewater Park on Falls Legacy Property. This is an excellent opportunity to bring a design together for all parties. The Whitewater Park will fit within the criteria of the project and now is the time to address it. As one of the promoters for this property we have every intention of working with PGE, Metro, Oregon City, Clackamas County and many others to fit both your objective and mine with all parties participating.

At this point funding is very important to make this project fit into the master plan. Your cooperation as well as mine is extremely important to satisfy the objective of all parties. So needless to say we have an excellent opportunity to make this happen.

Sincerely,



George F. Heidgerken, Manager  
Falls Legacy, LLC



July 15, 2016

City of Oregon City  
Attn: Kelly Reid  
221 Molalla Ave, Suite 200  
Oregon City, OR 97045

The Board of Directors of the Oregon City Business Alliance wish to be on record as strongly recommending that the proposed concept of a Whitewater Park at the Willamette Falls Legacy Project remain on the table for discussion. From the published TAC decision matrix, we urge the "middle path":

Keep the option alive: Design the Riverwalk in such a way that does not preclude the ability for a whitewater channel to be added in the future, while We Love Clean Rivers conducts additional feasibility studies and develops a finance plan.

The potential benefits of the Whitewater Park concept are so great as to demand more in-depth and unbiased analysis. We believe good data and analysis as to the feasibility and benefits of the project deserve a fair airing. If the project is seen as feasible, we see the Park as a significant boon to tourism and recreation in Oregon City and the region.

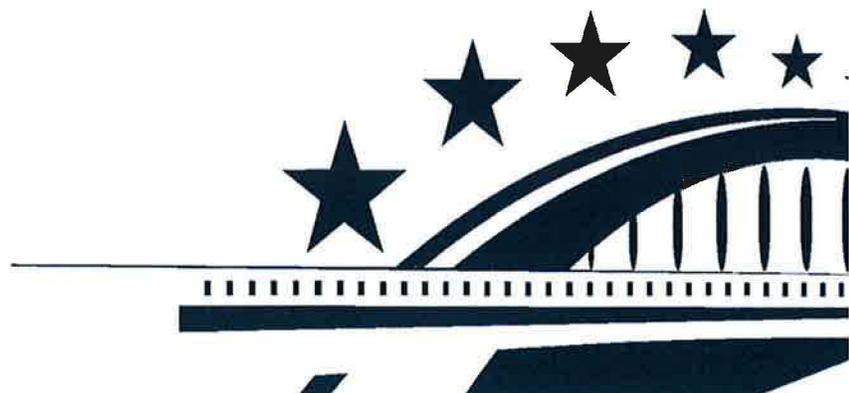
We see the issue as one of unfortunate timing. However, we do not want to see what might be a beneficial project not move forward solely because of timing. We are convinced that a clear majority of the citizens of this community support the idea; and, as business people passionately concerned with the economy of our City and the region at large, we want you to get it right.

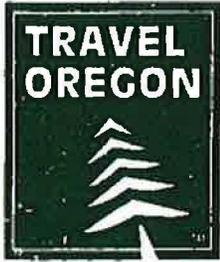
For these reasons the middle path seems to be the right path at this time.

Warmest regards,

Kent Zeigler  
President, Oregon City Business Alliance

Oregon City Business Alliance  
PO Box 1088, Oregon City 97045  
Phone (503) 479-0080 / Fax (503) 479-0081  
[www.ocBusinessAlliance.com](http://www.ocBusinessAlliance.com)





July 15, 2016

Re: Willamette Falls Whitewater Park Proposal

To whom it may concern,

As the state's Tourism Commission, Travel Oregon has a vested interest in the quality of life for Oregonians and the quality of vacation experience for our visitors. Thoughtful infrastructure that makes a destination more attractive for visitors can also enhance the livability and economies of communities throughout the state.

Because of this, we are writing in support of the development of a whitewater park as a part of the Willamette Falls Legacy Project. Oregon City's historical significance and State Heritage Area designation make it an ideal location for visitors to explore. The addition of a whitewater park will only enhance the visitor experience.

Because Oregon is home to the most "Wild and Scenic" designated rivers in the country, many Oregonians and visitors make recreation on and around these water bodies the impetus for their vacation choice. A focus on non-motorized boating development will not only create an economic driver, but will also create an education mechanism for citizens to appreciate and protect these waterways as one of the state's most important assets.

Oregon's travel and tourism industry is a vital component of the state's economy, generating \$10.8 billion and directly supporting more than 105,000 jobs. Outdoor recreation is a crucial part of this economic impact and is a pillar in Travel Oregon's marketing strategy. Projects like the Willamette Falls Legacy Project will further enhance this economic impact and will certainly create more employment opportunities in the area.

Thank you for your consideration,

Scott West

Chief Strategy Officer, Travel Oregon

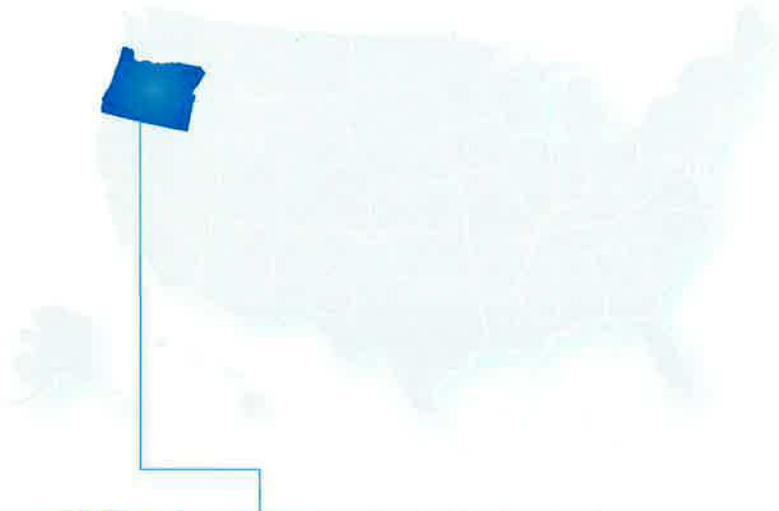


# Oregon

## The Outdoor Recreation Economy

TAKE IT OUTSIDE FOR OREGON JOBS AND A STRONG ECONOMY

**Outdoor recreation is essential to the American economy.** Every year, Americans spend **\$646 billion** on outdoor recreation — on gear, vehicles, trips, travel-related expenses and more. This creates jobs, supports communities, generates tax revenue and helps drive the economy. Throughout America, people recognize that outdoor recreation and open spaces attract and sustain families and businesses, create healthy communities and foster a high quality of life.



At least **68%** of **Oregon** residents participate in outdoor recreation each year.<sup>1</sup>

Oregon offers spectacular outdoor recreation opportunities at treasured destinations, including **Crater Lake National Park, the Columbia River Gorge** and many others, bringing in dollars from residents and out-of-state visitors alike.

View all 50 states and learn more at:  
[outdoorindustry.org/recreationeconomy](http://outdoorindustry.org/recreationeconomy)

### In Oregon

OUTDOOR RECREATION GENERATES...

<b>\$12.8</b> BILLION in consumer spending	<b>141K</b> direct Oregon jobs <sup>2</sup>
<b>\$4.0</b> BILLION in wages and salaries	<b>\$955</b> MILLION in state and local tax revenue

**Preserving access to outdoor recreation protects the economy, the businesses, the communities and the people who depend on the ability to play outside.**

### Nationally

OUTDOOR RECREATION GENERATES...

<b>\$646</b> BILLION in consumer spending	<b>6.1</b> MILLION direct American jobs <sup>2</sup>
<b>\$39.9</b> BILLION in federal tax revenue	<b>\$39.7</b> BILLION in state and local tax revenue

<sup>1</sup> Participants in hunting, fishing and wildlife viewing were estimated separately and are not part of this figure.

<sup>2</sup> Direct employment in the outdoor recreation sector — as opposed to indirect, implied, multiplier or ripple effects that include impacts of spending, jobs and wages as they circulate throughout the economy.

Except as noted here, all results are based on national surveys of outdoor recreation conducted for OIA in 2011 and 2012. Motorcycle Industry Council<sup>11</sup> and National Marine Manufacturers Association<sup>12</sup> contributed funding and data to support this study. Hunting-related estimates were provided by the National Shooting Sports Foundation<sup>13</sup>. Fishing-related estimates were provided by the American Sportfishing Association<sup>14</sup>. Wildlife viewing estimates were developed from data provided by the U.S. Fish and Wildlife Service.



4909 PEARL EAST CIRCLE, SUITE 300  
 BOULDER, CO 80301 | 303 444 3353

# Outdoor Recreation Is Big Business

IN THE UNITED STATES



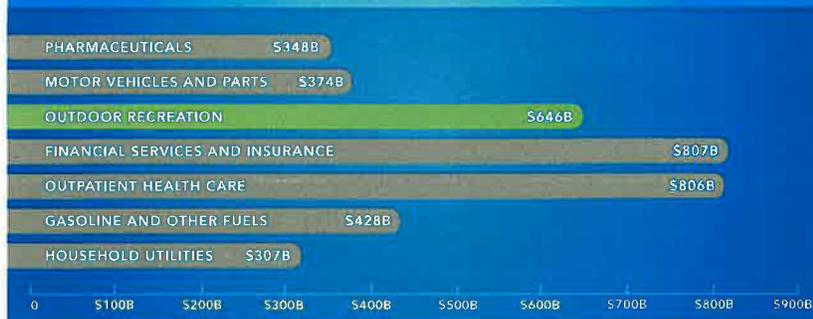
## Everything grows outside, including jobs and the economy.

Americans want and deserve access to a variety of quality places to play and enjoy the great outdoors. Outdoor recreation can grow jobs and drive the economy if we manage and invest in parks, waters and trails as an interconnected system designed to sustain economic dividends for America.



### An Overlooked Economic Giant

Annual Consumer Spending, in Billions



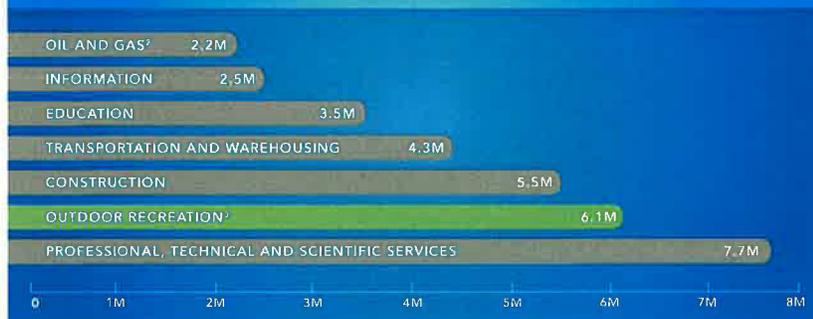
1 Bureau of Economic Analysis, Personal Consumption Expenditures by Type of Product, based on available 2011 data.

### Nationally

outdoor recreation is bigger than you might think and a significant economic driver in the United States.

### Outdoor Recreation Employs America

Job Comparisons by Industry, in Millions<sup>1</sup>



1 Bureau of Labor Statistics, 2011.

2 American Petroleum Institute, *direct jobs in 2009 from The Economic Impacts of the Oil and Natural Gas Industry on the U.S. Economy: Employment, Labor Income and Value Added*, updated June 2011.

3 Direct employment in the outdoor recreation sector — as opposed to indirect, implied, multiplier or ripple effects that include impacts of spending, jobs and wages as they circulate throughout the economy.

### 6.1 million

American livelihoods depend on outdoor recreation, making it a critical economic sector in the United States.

View all 50 states and learn more at:  
[outdoorindustry.org/recreationeconomy](http://outdoorindustry.org/recreationeconomy)



Except as noted here, all results are based on national surveys of outdoor recreation conducted for OIA in 2011 and 2012. Motorcycle Industry Council<sup>4</sup> and National Marine Manufacturers Association<sup>5</sup> contributed funding and data to support this study. Hunting-related estimates were provided by the National Shooting Sports Foundation<sup>6</sup>. Fishing-related estimates were provided by the American Sportfishing Association<sup>7</sup>. Wildlife viewing estimates were developed from data provided by the U.S. Fish and Wildlife Service.

4909 PEARL EAST CIRCLE, SUITE 300  
 BOULDER, CO 80301 | 303.444.3353



July 12, 2016

To whom it may concern,

The LifeBalance Program is an employer- and health plan-sponsored discount program that helps connect its members with healthy, fun and life-enhancing experiences. Founded in Portland in 1996, LifeBalance now serves more than 1 million members in seven western states, helping each of them embrace the activities that make for a healthy, happy life -- fun family time, the great outdoors, health, fitness, travel, sports, learning and the arts.

We passionately believe that healthy, active recreation leads to physical and mental well-being. And, given the volumes of research that demonstrate the health benefits of being outside, we know that outdoor recreation is an essential piece of the wellness formula.

But, again and again, researchers and physicians tell us that Americans, and particularly America's youth, aren't spending enough time engaged in outdoor physical activity. While we like to think that we're an exception here in the lush Pacific Northwest, just last year, the Bureau of Land Management decried the scarcity of urban outdoor recreation opportunities in the Northern Willamette Valley -- a scarcity that's likely to worsen as the region's population continues to grow.

That's why we're so delighted about the Willamette Whitewater Park proposal, which gives our state a clear and exciting opportunity to enhance public well-being. With its options for rafting, kayaking, and more, the park will grant area residents easy access to fitness-focused water activities. In addition, the park's River Walk trails will provide scenic and safe pathways for runners, walkers and cyclists. Perhaps most crucial, however, are the opportunities the park provides for our area's youth. At Willamette Whitewater Park, our kids will enjoy something increasingly rare in urban communities -- a safe, clean, outdoor environment in which to play, explore, and develop an appreciation for natural beauty and cultural history.

In addition, the project demonstrates a clear commitment to sustainability, assuring that our precious waterways and natural areas, so vital to public health, will be preserved. Lastly, the park's forecasted economic benefits will contribute to the region's financial well-being, and allow us to continue enhancing the livability of our growing city. This kind of economic growth -- grounded in sustainable practices and committed to preserving our natural heritage -- is a true reflection of Oregon values.

Health-focused, innovative, economically beneficial, and environmentally responsible; it's proposed developments like Willamette Whitewater Park that make us excited for our region's future, and will give us even more reasons to cherish the wonderful place we call home.

A handwritten signature in blue ink, appearing to read "Dave Miller", is written in a cursive style.

Dave Miller, Co-Founder of the LifeBalance Program

July 6, 2016

Sam Drevo  
President - We Love Clean Rivers  
PO Box 14345  
Portland, OR 97239

Dear Mr. Drevo,

Based in Boulder, CO, with offices in Washington, D.C., Outdoor Industry Association (OIA) is the leading trade association for the outdoor industry and the title sponsor of Outdoor Retailer. OIA unites and serves over 1200 manufacturer, supplier, sales representative and retailer members through its focus on trade and recreation policy, sustainable business, market & consumer insights and industry trends.

OIA and our member companies have a direct stake in recreational experiences that are accessible, high quality, and close-to-home. Increasingly, that means advocating for and investing resources in urban areas, where 80% of Americans now live. We are engaged in several such projects across the country, and interested in becoming more involved with your efforts to see a whitewater park built as part of the Willamette Falls Legacy Project with goals of public access, habitat restoration, historic significance, and economic development.

Oregon's outdoor recreation economy is already strong – \$12.8 billion in consumer spending, 141 thousand direct Oregon jobs, and \$955 million in state and local tax revenue<sup>1</sup> – and only stands to grow through smart investment. We believe incorporating a whitewater park into the Willamette Falls Legacy Project poses one such opportunity, and are writing to formally endorse the concept.

Funding for a project of this scope remains a major hurdle, but it is one communities and states across the nation are creatively surmounting in order to enjoy the quality of life and economic benefits brought by increased access to outdoor amenities. According to ECONorthwest a whitewater park at Willamette Falls is projected to bring up to 382,000 annual visitors, \$20 million of annual spending and support 122 new jobs in the area.<sup>2</sup>

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1 [https://outdoorindustry.org/images/ore\\_reports/OR-oregon-outdoorrecreationconomy-oia.pdf](https://outdoorindustry.org/images/ore_reports/OR-oregon-outdoorrecreationconomy-oia.pdf)

2 <http://willamettefallswhitewaterpark.org/wp-content/uploads/2016/02/Willamette-Falls-Final-Report-copy.pdf>



OIA and our members look forward to continuing to work with you, community leaders, local businesses and policy-makers to advance this vision to reality.

Sincerely,

Cailin O'Brien-Feeney  
Local Recreation Advocacy Manager  
Outdoor Industry Association

ENSURING THE GROWTH AND SUCCESS OF THE OUTDOOR INDUSTRY



June 15, 2016

Subj: Disabled American Veterans Support For Willamette Falls Whitewater Park Proposal

To whom it may concern,

The DAV in Portland is a regional leader in adaptive recreation and has been involved for over 15 years.

We routinely send our vets out of town so that they may hone their skills and most importantly aid in their road to healing. The time and expense required is often stifling. Having a paddling venue to recreate, practice and train would be invaluable to our vets and their families.

The DAV sees great value in the project as training facility in preparation for the Olympics and Paralympics. Currently our participants must travel for hours to and fro to gain the necessary experience. Paddling sports are widely acknowledged as effective in helping our vets adapt and overcome many of the physical and mental challenges they face.

This project could enable Portland to become a major hub of paddling activity. We envision water sports industry developing around this project and attracting experts and business leaders from around the globe. The Northwest is already a major destination for whitewater. This project could make Portland the undisputed leader in the Northwest.

With a training venue such as the Willamette Falls Whitewater Park we will have more opportunity to educate our youth about moving water and the skills required to safely enjoy our precious resource and help prevent tragedy.

As a citizen of Oregon and Oregon City homeowner I personally am very excited about the Willamette Falls Whitewater Proposal. This will undoubtedly raise the quality of life and economic activity in our area. Oregon City has recently undergone a huge change to the downtown area and this project could become a crown jewel for the entire region.

This Disabled American Veterans of Portland and this citizen strongly supports this project.

Sincerely,

Don Smith  
Chapter #1 Executive Director  
Portland Chapter #1 | 8725 NE Sandy Blvd | Portland OR 97220-4907  
971-570-8999 don.smith.usa@gmail.com



Re: Willamette Falls Whitewater Park Proposal  
June 23, 2016

To whom it may concern,

Friends of Trees (FOT) is a 501(c)3 nonprofit whose mission is to bring people together to plant and care for city trees and green spaces in Pacific Northwest communities.

Through our **Neighborhood Trees** program, homeowners buy discounted trees to plant with their neighbors at weekend plantings. Through our **Green Space Program**, trained crew leaders guide volunteers at weekend events to restore green spaces. Since Friends of Trees was founded in 1989, we have planted over 600,000 trees and native plants in Oregon and SW Washington.

FOT is familiar with the work that We Love Clean Rivers 501c3 has been involved in over the last 14 years on the Clackamas River engaging the recreation community and partnering with environmentally minded organizations to clean the river (and even saving critical trees in the riparian habitat on the lower Clackamas River- <https://www.youtube.com/watch?v=8hQJPw0IBn8>). We have participated in a number of restoration projects in the Clackamas River watershed and conduct annual tree planting events in Oregon City.

Friends of Trees views the Willamette Falls whitewater park proposal as one that has a great opportunity to improve the environment at the Falls Legacy site in Oregon City both for humans, for trees, and for fish. While this project speaks loudly to public access, it is also compatible with healthy habitats, cultural interpretation, and economic redevelopment. This project creates a nexus between the natural environment and outdoor recreation in a way that not only creates economic benefit and improved lifestyle overall for Oregonians, but it would improve public health. This project also has the potential of weaving more environmental awareness throughout the fabric of our community. This is an example of a project that is not only good for business', but it is good for people and the trees.

Friends of Trees supports this proposal and recognizes that while there are many steps needed to bring this project to fruition, it is projects like this that will get more kids outside (of all colors) and engaged involved in a healthy outdoor river activity that is crosses cultures and allows for inclusion and diversity with participants.

Best Regards,

Scott Fogarty  
Executive Director



June 13, 2016

Oregon Sports Authority  
r.e. Willamette Falls Whitewater Park Proposal

To whom it may concern,

The Oregon Sports Authority has served as the state's sports economic development arm for more than two decades, injecting more than \$200 million into Oregon's economy through sports tourism. Supported by more than 150 annual members, the non-profit organization works relentlessly to enhance the state's economy and quality of life by attracting sports events and franchises.

The Oregon Sports Authority views the Willamette Falls whitewater park proposal as one that could elevate Oregon's profile within the Olympic discipline of whitewater canoe/kayak slalom. We also recognize that it could be engineered in a sustainable way (with a operational business model) that could attract outdoor recreation business'. Oregon Sports Authority recognizes that the outdoor recreation economy is a \$12.8 billion industry in Oregon alone, and creating a hub for this industry in Clackamas county could not only help drive the development of this industry, but it could also attract visitors for world class events.

The Oregon Sports Authority supports this proposal and recognizes that a fundraising strategy will need to be developed to realize this project.

Regards,

A handwritten signature in black ink that reads "Drew Mahalic". The signature is written in a cursive, flowing style.

Drew Mahalic

Executive Director