

SETTLEMENT AGREEMENT AND RELEASE:

City of Portland and William Michael Jones

This Settlement Agreement and Release (the "Agreement") is entered into this ____ day of May, 2008, by and between the City of Portland (the "City") and William Michael Jones ("Jones"):

Recitals

WHEREAS, in 1998-2000, the City built a wastewater discharge facility running from its Columbia Boulevard Treatment Plant north to the Columbia River, known as the Columbia Boulevard Wet Weather Treatment Facility Outfall Project (hereinafter the "Outfall Project");

WHEREAS, as part of the Outfall Project, the City built a large pipeline across West Hayden Island;

WHEREAS, in order to build its pipeline, the City obtained a permit from the Corps of Engineers (hereinafter referred to as Permit 97-1482);

WHEREAS, in December 2000 Jones filed a federal lawsuit against the Corps of Engineers and officials of the City of Portland, entitled *Jones v. Rose, et al.*, USDC No. 00-1795-BR, challenging the legality of Permit 97-1482 and otherwise alleging that City construction of its Outfall Project violated state and federal law;

WHEREAS, the City and Jones wish to settle their differences without further litigation:

Agreement

Now, therefore, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties to this Agreement hereby agree as follows:

1. **City Wetland Mitigation:** Subject to any governmental permits or approvals required, the City will, prior to December 2009, complete the wetland mitigation work outlined in the attached Ramsey Wetland Complex Habitat Enhancement Proposal. Attachment A.

2. **Payment of Costs and Expenses:** Upon final execution of this Agreement by Jones and the City and final dismissal of Jones claims against the City and the Corps of Engineers referenced in paragraphs 3 and 4 below, the City shall pay Jones \$20,000 to compensate Jones for costs and expenses incurred by him in his litigation against the City.

3. **Dismissal of Jones' Claims Against The City:** Within eight (8) days of execution of this Agreement by the City, Jones and the City shall submit to the Court a stipulation for dismissal with prejudice of his claims in *Jones v. Rose* against the City and City

officials, without attorneys' fees or costs of any kind, pursuant to Fed. R. Civ. P. 41. (Stipulation is attached here as Attachment B).

4. **Dismissal of Jones' Claims Against The Corps of Engineers Related To Permit 97-1482:** Within eight (8) days of execution of this Agreement by the City, Jones shall submit to the Court a motion for dismissal with prejudice of any claim raised against the Corps of Engineers related to Permit 97-1482 in *Jones v. Rose*, without attorneys' fees or costs of any kind, pursuant to Fed. R. Civ. P. 41. (Motion is attached here as Attachment C.)

5. **Waiver of Any Other Claims Against the Federal Government:** In consideration of the promises and obligations set forth herein, Jones agrees that he shall file no other claims, suits, or causes of action against the United States government or its agents, employees, or officers for any actions or omissions taken by the United States related in any way to Permit 97-1482 or the City's construction of its Outfall Project.

6. **Release:** In consideration of the promises and obligations set forth herein, Jones releases and forever discharges the City and its agents, successors, assigns, employees, officers, directors, and attorneys, and each of them (collectively the "Releasees"), of and from any and all claims, demands, damages, suits, rights, or causes of action of every kind and nature that Jones had, has, or may have against the Releasees (or any of them) as of the date of this Agreement, for actions or omissions by Releasees related in any way to the City's construction of its Outfall Project, whether known or unknown, contingent or matured, foreseen or unforeseen, asserted or unasserted.

7. **Effective Date of Release:** The release described herein shall be effective upon Jones receipt of the payment provided for in paragraph 2.

8. **No Admission of Liability:** Jones and the City acknowledge and agree that this Agreement is made solely in settlement of disputed allegations and that the City denies liability for any of the alleged wrongs.

9. **Voluntary Agreement:** Each of the parties to this Agreement hereby declares and represents that it (i) fully understands the terms and the legal and binding effect of this Agreement, and (ii) voluntarily signs this Agreement for the purpose of making a full compromise and settlement of the settled claims and the other matters discharged and released hereby.

10. **Entire Agreement:** Each of the parties to this Agreement represents that it has not relied on any promise, inducement, representation or other statement made in connection with this Agreement that is not expressly contained herein. This Agreement constitutes the entire agreement of the parties hereto relating to the subject matter hereof. There are no promises, terms, conditions, obligations, or warranties other than those contained or referred to in this Agreement. This Agreement supersedes all prior communications, representations, or agreements, oral or written, between or among the parties hereto relating to the subject matter hereof.

11. **Modification and Waiver:** This Agreement may not be amended or waived except in a writing executed by each of the parties hereto and making express reference to this Agreement.

12. **Counterparts:** This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all of the parties hereto, notwithstanding that all such parties are not signatories to the same counterpart.

13. **Attorneys' Fees:** In the event of any suit, action, or arbitration to interpret or enforce the provisions of this Agreement, the prevailing party will be entitled to an award of its reasonable attorney fees incurred in such action or arbitration and in any appeal there from, in addition to all other remedies afforded the prevailing party.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and delivered by its duly authorized officer effective as of the Effective Date.

THE CITY OF PORTLAND

WILLIAM MICHAEL JONES

Name: _____
Deputy City Attorney
Of Attorneys for Tom Potter, Garry Ott
and the City of Portland

Plaintiff Pro Se

Date: _____

Date: _____

Ramsey Wetland Complex Habitat Enhancement Proposal

Prepared by Ry Thompson, Watershed Services
and Toby Query, Watershed Revegetation Program
April 2008

The Ramsey Wetland Complex is a 100+ acre wetland complex west of the Lower Columbia Slough in Portland, Oregon. It includes numerous wetlands (natural, mitigation, and constructed) that are owned and managed by the Port of Portland and City of Portland Environmental Services. Historically, the Ramsey Wetland Complex covered 600+ acres in the area that is now the Rivergate Industrial Area.

The St. Johns Constructed Wetland (*see Map #1*) is a 10.2-acre scrub-shrub and emergent wetland that was designed by BES engineers to serve as a stormwater treatment wetland for a 600-acre drainage basin in St. Johns. At the time of purchase in the early 90's from the Port of Portland, the entire site was covered with dredge spoil sands and no wetlands were present. To implement the design, the City of Portland excavated the majority of the dredge spoil sands and graded the site in 1995-96, then planted it with scrub-shrub and emergent wetland vegetation.

On Friday, March 28, an ecologist and botanist from City of Portland Environmental Services conducted a thorough field visit and site analysis to document existing conditions and determine what type of wetland enhancement activities would be most beneficial at the site. The northern portion of the site appears to be properly functioning, as determined by the presence of wetland hydrology, diverse plant communities, wetland soils and abundant wildlife observed at the site.

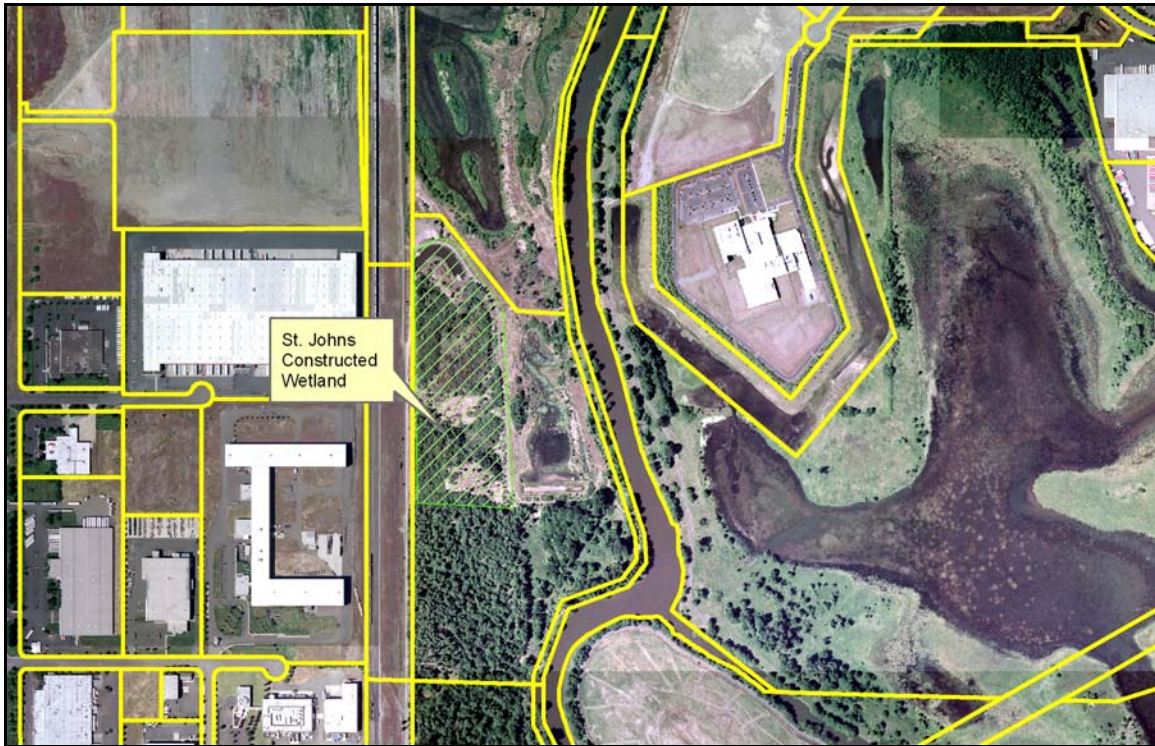
The southern portion of the site (*see map #2*) includes a 3.75 acre area that does not appear to be properly functioning and includes extensive dredge spoil sands and no wetland hydrology or plants. In this area, water moves quickly through the meandering channels and rarely flows out of the channels – a process that would be critical for the establishment of wetland hydrology and vegetation. This water then enters the natural wooded wetland to the south and flows to the Lower Columbia Slough. The wooded wetland is highly functioning and is not being proposed for major work.

Wetland enhancement activities would include:

1. Removing (through excavation) high, exposed dredge spoil sands that are infrequently inundated. Minor grading will follow to create connections between the meandering channels and newly excavated depressional wetlands to improve water retention throughout the site at all water levels.
2. Creating low berms and spreading features (rock and / or logs) to spread water throughout the site and increase detention and retention of water on site. This will ensure that surface water will reach the entire site, promoting wetland vegetation and soil establishment. This will increase seasonal open water habitat for waterfowl, shorebirds and other species.
3. Planting the site with native emergent and woody vegetation to create well-integrated habitats. Species include sedges, rushes, cattails, willow, ash, cottonwood, dogwood, spirea, and ninebark.
4. Monitoring and maintaining the site for long-term ecological and hydrologic function.

The resulting enhanced wetlands would include a mosaic of open water, herbaceous, scrub-shrub and forested wetland types, maximizing habitat for a variety of species and functions. Additionally, areas around the perimeter of the site and along the roads which form the western and eastern boundary would be planted with riparian forest.

Schedule – Restoration design could begin immediately and would be conducted in-house by BES engineers and designers. The project could be constructed during the summer following the design completion. Depending on permitting requirements, this project could potentially be implemented in Summer 2008. Minimal grading activities are proposed at the site, which should shorten the timeline needed for permitting and construction.



Map #1 – The St. Johns Constructed Wetland appears above with green hatching. The Port of Portland’s Ramsey Lake Mitigation wetlands are to the north. The City of Portland’s Rivergate Constructed Wetland is located to the east. The City of Portland’s Ramsey Wooded Wetland, a high-quality forested wetland, is located to the south.



Map #2 – The portion of the wetland where enhancement activities are proposed. Note the light colors in the photo indicating dredge spoils sands and no wetland vegetation establishment.



Photo #1 – This photo shows the northern portion of the St. Johns Wetland that is properly functioning and will serve as a model for the enhancement work.



Photo #2 – This photo shows the northern portion of the St. Johns Wetland that is properly functioning. Note the berm and beaver dam that helps to increase inundation.



Photo #3 – This photo shows the southern portion of the St. Johns Wetland that is in need of enhancement work. The high areas are composed of sand and grass; no wetlands present.



Photo #4 – This photo shows the southern portion of the St. Johns Wetland that is in need of enhancement work. The high areas are composed of sand and grass; no wetlands present.

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**UNITED STATES DISTRICT COURT
DISTRICT OF OREGON**

WILLIAM MICHAEL JONES,

Civil No. 00-1795-BR

PRO SE PLAINTIFF,

v.

**STIPULATED DISMISSAL OF CLAIMS
AGAINST DEFENDANT CITY OF
PORTLAND**

**ROBERT E. ROSE, Northwest
Enforcement Leader, Corps of Engineers
(COE), et al.,**

DEFENDANTS.

Pursuant to Rule 41(a)(1)(ii) of the Federal Rules of Civil Procedure, plaintiff and defendant City of Portland hereby stipulate as follows:

1. For the reason that plaintiff's Complaint against defendants Tom Potter and Garry Ott has been fully compromised and released, plaintiff hereby dismisses any and all claims in his

Amended Complaint in the above-captioned matter directed against the City of Portland or officials of the City of Portland.

2. All parties hereto agree that the dismissal stipulated herein is with prejudice and that no costs or disbursements or attorneys' fees will be assessed against any party.

IT IS SO STIPULATED:

WILLIAM MICHAEL JONES

THE CITY OF PORTLAND

Plaintiff Pro Se

Name: _____
Deputy City Attorney
Of Attorneys for Tom Potter, Garry
Ott
and the City of Portland

Date: _____

Date: _____

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Plaintiff Pro Se

**UNITED STATES DISTRICT COURT
DISTRICT OF OREGON**

WILLIAM MICHAEL JONES,

Civil No. 00-1795-BR

PRO SE PLAINTIFF,

v.

**ROBERT E. ROSE, Northwest
Enforcement Leader, Corps of Engineers
(COE), et al.,**

**MOTION TO DISMISS CLAIMS
AGAINST CORPS OF ENGINEERS
RELATED TO CORPS PERMIT NO. 97-
1482**

DEFENDANTS.

Pursuant to Local Rule 7.1, pro se plaintiff William Michael Jones certifies that he has conferred with City counsel Terence Thatcher and that he or Mr. Thatcher has conferred with counsel for the Port of Portland and the Corps of Engineers concerning this motion. No party opposes this motion.

Pursuant to Rule 41(a)(2) of the Federal Rules of Civil Procedure, plaintiff hereby moves the Court for an order dismissing, with prejudice and without the award of any costs, any and all claims against Robert Rose or the Corps of Engineers related to Corps of Engineers permit No. 97-1482. The Corps of Engineers issued Permit 97-1482 to the City of Portland in 1998 to allow construction by the City of its Columbia Boulevard Wet Weather Treatment Facility Outfall

Project (“Outfall Project”). Plaintiff and the City of Portland have reached an out of court settlement regarding the City’s construction of that project. Plaintiff’s claims against the Corps of Engineers related to Permit 97-1482 are no longer relevant or necessary to the accomplishment of plaintiff’s environmental objectives concerning the Outfall Project.

Respectfully submitted and dated _____, 2008.

William Michael Jones
Plaintiff