

Project: Baltimore Woods Connectivity Corridor
Natural Areas Capital Grants Program

Contract No. 929902

INTERGOVERNMENTAL AGREEMENT
Natural Areas Bond Measure
Capital Grant Award

This Intergovernmental Agreement (this "Agreement"), entered into under the provisions of ORS chapter 190 and effective on the date the Agreement is fully executed (the "Effective Date"), is by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the Metro Charter, located at 600 N.E. Grand Avenue, Portland, Oregon 97232-2736, and the City of Portland's Bureau of Environmental Services, located at 1120 SW Fifth Ave., Portland, Oregon 97204 ("Grant Recipient").

RECITALS

WHEREAS, the electors of Metro approved Ballot Measure 26-80 on November 7, 2006, authorizing Metro to issue \$227.4 million in bonds to preserve natural areas, clean water, and protect fish and wildlife (the "Measure");

WHEREAS, the Measure allocated \$15 million from bond proceeds to the Nature in Neighborhoods Capital Grants Program to complement the regional and local share portions of the Measure by providing opportunities for the community to actively protect fish and wildlife habitat and water quality in areas where people live and work;

WHEREAS, Metro has determined to make a grant award to Grant Recipient to fund Baltimore Woods Connectivity Corridor (the "Project") as more specifically identified within the Scope of Work attached hereto as Exhibit A (the "Work");

WHEREAS, the Grant Recipient will become the owner of the property that constitutes the Project, which property is more specifically identified in Exhibit A (the "Property");]

WHEREAS, this Agreement between Metro and Grant Recipient is now needed to satisfy the terms and conditions of the Nature in Neighborhoods Capital Grants Program as provided for in the Measure; and

WHEREAS, except as specifically provided in this Agreement, including the scope of work attached hereto as Exhibit A, and otherwise notwithstanding any statements or inferences to the contrary, Metro neither intends nor accepts any (1) direct involvement in the Project (2) sponsorship benefits or supervisory responsibility with respect to the Project; or (3) ownership or responsibility for care and custody of the tangible products which result from the Project;

NOW THEREFORE, the parties agree as follows:

1. Purpose; Scope of Work; Limitations

The purpose of this Agreement is to implement the Measure and facilitate the funding of a Nature in Neighborhoods Capital Grants Program project. Grant Recipient shall perform all activities described in the Scope of Work attached hereto as Exhibit A (the "Work"). As a condition precedent to Metro's agreement to fund the Project, Grant Recipient hereby approves the Project and agrees to comply with the terms and conditions of this Agreement and the applicable provisions of the Measure. At no time will Metro have any supervisory responsibility regarding any aspect of the Work. Any indirect or direct involvement by Metro in the Work shall not be construed or interpreted by Grant Recipient as Metro's assumption of a supervisory role.

2. Declaration of Capital Project

In accordance with the Measure, Metro may only provide funds to Grant Recipient for the Project so long as such funds are exclusively used for capital expenses. Grant Recipient hereby confirms that the Project will result in the creation of a capital asset to be owned by Grant Recipient. Grant Recipient covenants that it will (a) own and hold all such capital improvements and real property interests acquired pursuant to this Agreement, and (b) record the asset created by the Project as a fixed, capital asset in Grant Recipient's audited financial statement, consistent with Generally Accepted Accounting Principles ("GAAP") and with Grant Recipient's financial bookkeeping of other similar assets.

3. Contract Sum and Terms of Payment

Metro shall compensate Grant Recipient for performance of the Work as described in Exhibit A. Metro shall not be responsible for payment of any materials, expenses or costs other than those that are specifically described in Exhibit A.

4. Limitations on Use of the Capital Asset That Results from the Project

Throughout the term of this Agreement, Grant Recipient shall maintain and operate the capital asset that results from the Project in a manner consistent with one or more of the following intended and stated purposes of the Measure (the "Nature in Neighborhood Approved Purposes"):

- To safeguard water quality in local rivers and streams;
- To protect and enhance fish and wildlife habitats;
- To promote partnerships that protect and enhance nature in neighborhoods; and
- To increase the presence of ecological systems and plant and animal communities in nature deficient and other disadvantaged neighborhoods;

Grant Recipient may not sell, use, or authorize others to use such capital asset in a manner inconsistent with such purposes.

Notwithstanding the foregoing, secondary uses that arise as a result of such capital asset being used primarily in accordance with the Nature in Neighborhood Approved Purposes will be permitted, but only to the extent such secondary uses affect a *de minimis* portion of such capital asset or are necessary in order to facilitate the primary Nature in Neighborhood Approved Purposes. For example, if, as part of a land use review proceeding initiated to obtain the necessary approvals to operate such capital asset consistent with the Nature in Neighborhood Approved Purposes, a portion of such capital asset was required to be dedicated as a road, such road dedication would be a permitted secondary use.

If the Work is the acquisition of real property, then Grant Recipient shall satisfy the requirements in this section of the Agreement by granting to Metro a conservation easement substantially comparable to the form of conservation easement approved by the Metro Council at the time the Metro Council approved the grant award to Grant Recipient.

5. Funding Recognition

Grant Recipient shall recognize in any publications, media presentations, or other presentations referencing the Project produced by or at the direction of Grant Recipient, including, without limitation, any on-site signage, that funding for the Project came from the Metro Natural Areas Bond Measure's Nature in Neighborhoods Capital Grants Program. Such recognition shall comply with the recognition guidelines detailed in the Measure. The Grant Recipient shall place at or near the Project's location signage that communicates that funding for the Project came from the Metro Natural Areas Bond Measure's Nature in Neighborhoods Capital Grants Program.

6. Term

It is the intent of the parties for the Project to have been completed, and for all Metro funding to have been provided to Grant Recipient prior to April 30, 2013. Notwithstanding the forgoing, all provisions set forth in this Agreement, and the obligations of Grant Recipient hereunder, shall continue in effect after the completion of the Project until June 30, 2027.

7. Termination for Cause

A. Subject to the notice provisions set forth in Section 7.B below, Metro may terminate this Agreement, in full or in part, at any time during the term of the Agreement if Metro reasonably determines that Grant Recipient has failed to comply with any provision of this Agreement and is therefore in default.

B. Prior to terminating this Agreement in accordance with Section 7.A above, Metro shall provide Grant Recipient with written notice that describes the reason(s) that Metro has concluded that Grant Recipient is in default and includes a description of the steps that Grant Recipient shall take to cure the default. From the date that such notice of default is received by Grant Recipient, Grant Recipient shall have 30 days to cure the default. In the event Grant Recipient does not cure the default within the 30-day period, Metro may terminate all or any part of this Agreement, effective on any date that Metro chooses following the 30-day period. Metro shall notify Grant Recipient in writing of the effective date of the termination.

C. Grant Recipient shall be liable to Metro for all reasonable costs and damages incurred by Metro as a result of and in documentation of the default. Following such termination, should Metro later determine or a court find that Grant Recipient was not in default or that the default was excusable (e.g. due to a labor strike, fire, flood, or other event that was not the fault of, or was beyond the control of, Grant Recipient) this Agreement shall be reinstated or the parties may agree to treat the termination as a joint termination for convenience whereby the rights of Grant Recipient shall be as set forth below in Section 8.

8. Joint Termination for Convenience

Metro and Grant Recipient may jointly terminate all or part of this Agreement based upon a determination that such action is in the public interest. Termination under this provision shall be effective only upon the mutual, written termination agreement signed by both Metro and Grant Recipient.

9. Oregon Constitution and Tax Exempt Bond Covenants

Grant Recipient acknowledges that Metro's source of funds for the Nature in Neighborhoods Capital Grants Program is from the sale of voter-approved general obligation bonds that are to be repaid using ad valorem property taxes exempt from the limitations of Article XI, sections 11, 11b, 11c, 11d, and 11e of the Oregon Constitution, and that the interest paid by Metro to bond holders is currently exempt from federal and Oregon income taxes. Grant Recipient covenants that it will take no actions that would cause Metro not to be able to maintain the current status of the real property taxes imposed to repay these bonds as exempt from Oregon's constitutional property tax limitations or the income tax exempt status of the bond interest under IRS rules. In the event Grant Recipient breaches this covenant, Grant Recipient shall undertake whatever remedies are necessary to cure the default and to compensate Metro for any loss it may suffer as a result thereof, including, without limitation, reimbursing Metro for any Projects funded under this Agreement that resulted in Grant Recipient's breach of its covenant described in this Section.

10. Liability and Indemnification

As between Metro and Grant Recipient, Grant Recipient assumes full responsibility for the performance and content of the Work; provided, however, that this provision is not intended

to, and does not, create any rights by third parties. To the extent permitted by Oregon law, and subject to the limitations and conditions of the Oregon Tort Claims Act, ORS chapter 30, and the Oregon Constitution, Grant Recipient shall indemnify, defend, and hold Metro and Metro's agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with the performance of this Agreement by Grant Recipient or Grant Recipient's officers, agents, or employees. Grant Recipient is solely responsible for paying Grant Recipient's contractors and subcontractors. Nothing in this Agreement shall create any contractual relationship between Metro and any such contractor or subcontractor.

11. Contractors' Insurance

A. Grant Recipient shall require all contractors performing any of the Work to purchase and maintain at each contractor's expense, the following types of insurance covering the contractor, its employees and agents:

1. Commercial general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability shall be a minimum of \$1,000,000 per occurrence. The policy must be endorsed with contractual liability coverage. Grant Recipient and Metro, and their elected officials, departments, employees and agents, shall be named as additional insureds.

2. Automobile bodily injury and property damage liability insurance. Insurance coverage shall be a minimum of \$1,000,000 per occurrence. Grant Recipient and Metro, and their elected officials, departments, employees, and agents, shall be named as additional insureds. Notice of any material change or policy cancellation shall be provided to Grant Recipient thirty (30) days prior to the change.

B. This insurance required by Grant Recipient, as well as all workers' compensation coverage for compliance with ORS 656.017, must cover all contractors' operations under this Agreement, whether such operations are by a contractor, by any subcontractor, or by anyone directly or indirectly employed by any contractor or subcontractor.

C. Grant Recipient shall require all contractors performing any of the Work to provide Grant Recipient with a certificate of insurance complying with this section and naming Grant Recipient and Metro as additional insureds within fifteen (15) days of execution of a

contract between Grant Recipient and any contractor or twenty-four (24) hours before services such contract commence, whichever date is earlier.

D. In lieu of the insurance requirements in Sections 11.A through 11.D, above, Grant Recipient may accept evidence of a self-insurance program from any contractor. Such contractor shall name Grant Recipient and Metro as additional insureds within fifteen (15) days of execution of a contract between Grant Recipient and any contractor or twenty-four (24) hours before services such contract commence, whichever date is earlier.

12. Safety

Grant Recipient shall take all necessary precautions for the safety of employees, volunteers and others in the vicinity of the Work and the Project, and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

13. Metro's Right to Withhold Payments

Metro shall have the right to withhold from payments due Grant Recipient such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage or claim which may result from Grant Recipient's performance or failure to perform under this Agreement or the failure of Grant Recipient to make proper payment to any suppliers, contractors or subcontractors. All sums withheld by Metro under this Section shall become the property of Metro and Grant Recipient shall have no right to such sums to the extent that Grant Recipient has breached this Agreement.

14. Project Records, Audits, and Inspections

A. For the term of this Agreement, Grant Recipient shall maintain comprehensive records and documentation relating to the Project and Grant Recipient's performance of this Agreement (hereinafter "Project Records"). Project Records shall include all records, reports, data, documents, systems, and concepts, whether in the form of writings, figures, graphs, or models, that are prepared or developed in connection with any Project.

B. In accordance with Section 2 above, Grant Recipient shall maintain all fiscal Project Records in accordance with GAAP. In addition, Grant Recipient shall maintain any other records necessary to clearly document:

(i) Grant Recipient's performance of its obligations under this Agreement, its compliance with fair contracting and employment programs, and its compliance with Oregon law on the payment of wages and accelerated payment provisions;

(ii) Any claims arising from or relating to (a) Grant Recipient's performance of this Agreement, or (b) any other contract entered into by Grant Recipient that relates to this Agreement or the Project;

(iii) Any cost and pricing data relating to this Agreement; and

(iv) Payments made to all suppliers, contractors, and subcontractors engaged in any work for Grant Recipient related to this Agreement or the Project.

C. Grant Recipient shall maintain Project Records for the longer period of either (a) six years from the date the Project is completed, or (b) until the conclusion of any audit, controversy, or litigation that arises out of or is related to this Agreement or the Project and that commences within six years from the date the Project is completed.

D. Grant Recipient shall make Project Records available to Metro and its authorized representatives, including, without limitation, the staff of any Metro department and the Metro Auditor, within the boundaries of the Metro region, at reasonable times and places, regardless of whether litigation has been filed on any claims. If the Project Records are not made available within the boundaries of Metro, Grant Recipient agrees to bear all of the costs incurred by Metro to send its employees, agents, or consultants outside the region to examine, audit, inspect, or copy such records, including, without limitation, the expense of travel, per diem sums, and salary. Such costs paid by Grant Recipient to Metro pursuant to this Section shall not be recoverable costs in any legal proceeding.

E. Grant Recipient authorizes and permits Metro and its authorized representatives, including, without limitation, the staff of any Metro department and the Metro Auditor, to inspect, examine, copy, and audit the books and Project Records of Grant Recipient, including tax returns, financial statements, other financial documents relating to this Agreement or the Project. Metro shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provision of Section 12(F) below.

F. Grant Recipient agrees to disclose Project Records requested by Metro and agrees to the admission of such records as evidence in any proceeding between Metro and Grant Recipient, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.

G. In the event the Project Records establish that Grant Recipient owes Metro any sum of money or that any portion of any claim made by Grant Recipient against Metro is not warranted, Grant Recipient shall pay all costs incurred by Metro in conducting the audit and inspection.

15. Public Records

All Project Records shall be public records subject to the Oregon Public Records Law, ORS 192.410 to 192.505. Nothing in this Section shall be construed as limiting Grant Recipient's ability to consider real property transactions in executive session pursuant to ORS 192.660(1)(e) or as requiring disclosure of records that are otherwise exempt from disclosure pursuant to the Public Records Law (ORS 192.410 to 192.505) or Public Meetings Law (ORS 192.610 to 192.690).

16. Law of Oregon; Public Contracting Provisions

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 applicable provisions of ORS chapters 187, 279A, 279B, and 279C, and all other terms and conditions necessary to be inserted into public contracts in the state of Oregon, are hereby incorporated as if such provisions were a part of this Agreement. Specifically, it is a condition of this Agreement that Grant Recipient and all employers working under this Agreement are subject to and will comply with ORS 656.017 and that, for public works subject to ORS 279C.800 to 279C.870 pertaining to the payment of prevailing wages as regulated by the Oregon Bureau of Labor and Industries, Grant Recipient and every contractor and subcontractor shall comply with all such provisions, including ORS 279C.836 by filing a public works bond with the Construction Contractors Board before starting work on the project, unless exempt under that statute.

17. Notices and Parties' Representatives

Any notices permitted or required by this Agreement shall be addressed to the other party's representative(s) as set forth below and shall be deemed received (a) on the date they are personally delivered, (b) on the date they are sent via facsimile, or (c) on the third day after they are deposited in the United States mail, postage fully prepaid, by certified mail return receipt requested. Either party may change its representative(s) and the contact information for its representative(s) by providing notice in compliance with this Section of this Agreement.

Grant Recipient's Designated Representatives:

Anne Nelson
 Portland Bureau of Environmental Services
 1120 SW Fifth Ave, Room 1000
 Portland, OR 97204
 Anne.Nelson@PortlandOregon.gov

Metro's Designated Representatives:

Natural Areas Program Director
 Metro Regional Center
 600 N.E. Grand Ave.
 Portland, OR 97223
 Fax (503)-797-1849

with copy to:

Metro Attorney
 600 N.E. Grand Ave.
 Portland, OR 97223
 Fax (503) 797-1792

18. Assignment

Grant Recipient may not assign any of its responsibilities under this Agreement without prior written consent from Metro, which consent shall not be unreasonably withheld.

19. Severability

If any term or provision in this Agreement shall be adjudged invalid or unenforceable, such adjudication shall not affect the validity or enforceability of the remainder of the

Agreement, which remaining terms and provisions shall be valid and be enforced to the fullest extent permitted by law.

20. No Waiver of Claims; Modifications

Metro's failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision of this Agreement. This Agreement may be amended only by written instrument signed by both Metro and Grant Recipient and no waiver, consent, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties.

21. Integration of Agreement Documents

All of the provisions of any proposal documents including, but not limited to, Requests for Proposals, Grant Proposals and Scopes of Work that were utilized in conjunction with the award of this Grant are hereby expressly incorporated herein by reference; provided, however, that the terms described in Sections 1 through 21 of this Agreement and in Exhibit A shall control in the event of any conflict between such terms and such other incorporated documents. Otherwise, this Agreement represents the entire and integrated agreement between Metro and Grant Recipient and supersedes all prior negotiations, representations or agreements, either written or oral. The law of the state of Oregon shall govern the construction and interpretation of this Agreement. The Parties, by the signatures below of their authorized representatives, hereby acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

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

City of Portland

METRO

Signature

Michael Jordan
Metro Chief Operating Officer

Print Name: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM BY:

Pat Costing
Signature

Print Name: Pat Costing

Title: Dep City Atty

Date: 5/10/10

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Paul A. Garrahan
Senior Assistant Metro Attorney

Date: 4/29/10

Scope Of Work – Exhibit A

Metro Contract No. 929902

CAPITAL GRANTS PROGRAM GRANTS AGREEMENT

Project Title/Project Number: Baltimore Woods Connectivity Corridor

Grant Recipient contact: City of Portland
Anne Nelson
1120 SW Fifth Ave, Rm 1000
Portland, Oregon 97204
503-823-2584
anne.nelson@portlandoregon.gov

Fiscal Sponsor Same as above

Budget at time of award

Total cost of project:	\$475,442
Grant award	\$158,000
Financial match	\$248,436
In-kind match	\$ 69,006

Project location Three properties along North Decatur Street will be acquired:

- Perrin property is made up of tax lots:
1N1W01CC-16800, 1N1W01CC-16801, 1N1W01CC-16700
- Bridgeview property is tax lot 1N1W01CC-16500
- Thorpe property is tax lot 1N1W12BB-03200

Scope of Work

This scope of work specifies the work and requirements the City of Portland shall undertake as part of Metro's Nature in Neighborhoods Capital Grants program grant award. Except as modified herein, the original grant application (see attached Attachment 1) sets forth the scope of work.

- The project budget is revised as indicated in Attachment 2.
- The Grant Recipient will be required to grant Metro a conservation easement in accordance with the IGA for each of the properties purchased in whole or in part with Metro grant funding. Separate Baseline Reports documenting the conservation values and existing conditions of each site will be required two weeks prior to the closing of each site. Grant Recipient is required to send escrow instructions to Metro three business days prior to closing on each acquisition.
- Grant Recipient shall subcontract with Three Rivers Land Conservancy to provide the baseline reports and negotiation, real estate, due diligence, and closing services for property acquisition.
- Grant Recipient shall subcontract with SOLV to provide restoration services associated with stabilization.

Scope Of Work – Exhibit A

Purpose

The Grantor and the Grantee have identified that the site provides valuable upland wildlife habitat and water quality protection within the Baltimore Woods Connectivity Corridor. The Conservation Values include:

- Existing upland habitat contains several large Oregon white oaks and big-leaf maples along with understory plants that provide valuable wildlife and ecosystem benefits such as providing food and cover for various bird and animal species.
- These sites are within a larger north-south wildlife corridor. Although degraded in part, this corridor represents the most intact north-south corridor in North Portland.
- These sites allow for the removal of non-native plants and the restoration of native plant communities.
- The Baltimore Woods corridor protects the nearby Willamette River by filtering stormwater from the Cathedral Park neighborhood.
- These sites will offer a natural experience to future walkers and bikers using the 40-Mile Loop trail along North Decatur. These sites also enhance the views of North Portland from across the Willamette River and from the St. Johns Bridge.

Project benchmarks and deliverables

- | | |
|----------------|---|
| Benchmark 1: | Pre-agreement activities and costs approved in Attachment 2 that will be applied toward matching requirements. |
| Deliverable 1: | Provide documentation for pre-agreement expenses which may include staff time for Grant Recipient and sub-contractors, and expenses associated with appraisal, appraisal review, Phase I environmental assessment and the survey. |
| Benchmark 2: | Property acquisition |
| Deliverable 2: | Final settlement statements and a copy of the recorded easement for each property in which Metro funds were used for land acquisition. |
| Benchmark 3: | Completion of the management plan |
| Deliverable 3: | Copy of the management plan and plan for its implementation. |
| Benchmark 4: | Implementation of the management plan |
| Deliverable 4: | Removal of invasive species and restoration of the sites in accordance with the management plan for work incurred within the term of this Intergovernmental Agreement. |

Publicity

Grant Recipient shall place at the Project's location signage that communicates that funding for the Project came from the Metro Natural Areas Bond Measure's Nature in Neighborhoods Capital Grants Program. Metro may withhold final reimbursement payment until such signage has been placed. In addition, Grant Recipient shall recognize in any publications, media presentations, or other presentations referencing the Project, produced by or at the direction of Grant Recipient, that funding for the Project came from the Metro Natural Areas Bond

Scope Of Work – Exhibit A

Measure's Nature in Neighborhoods Capital Grants Program.

Reporting Requirements:

Progress reports shall be included with every reimbursement request submitted by Grant Recipient. Progress reports associated with reimbursement requests shall include a statement regarding Grant Recipient's progress on meeting benchmarks, a statement as to whether the Project is on schedule or behind schedule, and a description of any unanticipated events.

Final Report: Grant Recipient must submit a final report and final reimbursement request within 60 days of the earlier of (a) the Project completion date or (b) the expiration date of the Intergovernmental Agreement. The final report shall include full and final accounting of all expenditures, the value and source of matching funds, a description of work accomplished, volunteer hours and participation, project photos (including a photo of the signage acknowledging the Nature in Neighborhoods Capital Grants Program participation), and information on performance measures.

Project Payment and Reimbursement

Metro will reimburse Grant Recipient up to one-third of the total project value as indicated in Attachment 2 not to exceed Metro's total grant award of One Hundred Fifty-eight Thousand and 00/100 dollars (\$158,000). In no event shall Grant Recipient request or expect reimbursement from Metro in excess of \$158,000. In addition, Metro will not reimburse Grant Recipient for any out-of-pocket costs expended before April 1, 2010, however, such costs may be used to satisfy the match requirement to permit Grant Recipient to be reimbursed for expenses incurred after the effective date of this Grant Agreement.

For Benchmark 2, Metro will transfer the purchase price amounts, minus a 5% retainage, into the escrow account prior to closing on each of the land acquisitions. At least two weeks prior to closing, Grant Recipient shall provide the Baseline Report as discussed above. At least one week prior to each closing, Grant Recipient shall provide an estimated settlement statement for the acquisition, escrow instructions, an electronic funds transfer form for escrow, the amount and source of other funding being used for the acquisition, a completed Reimbursement Request Form, and a copy of the Conservation Easement that will be recorded naming Metro as the easement holder, approved as to form by Grant Recipient. The Grant Recipient shall contribute the cost of the 5% retainage at the time of closing.

Payment for Benchmark 4 will be processed as reimbursement for costs incurred and paid by the Grant Recipient. Grant Recipient shall not submit a reimbursement request more frequently than once a month.

To request a reimbursement of the retainage, Grant Recipient will complete Metro's Reimbursement Request Form and complete a final report. This documentation shall be sent to:

Metro

Scope Of Work – Exhibit A

Attn: Mary Rose Navarro
600 NE Grand Ave
Portland, OR 97232

Substitutions or changes of elements of the Project that have not been approved by Metro are not eligible for reimbursement.

Metro will process the reimbursement requests made by Grant Recipient within 30 days after receiving a completed reimbursement request.

Performance Measures

Grant Recipient shall monitor the Project for three consecutive years following the completion of the Project and report the following data to Metro on an annual basis.

- Performance Measure 1
Demonstrate the implementation of the stabilization and management plan as well as a commitment to the long-term maintenance of this investment. The Grant Recipient shall provide photo point documentation with corresponding map of the Project area. A description of on-going maintenance activities and results will be provided.
- Performance Measure 2
Demonstrate ongoing efforts to secure land and restore connectivity within the Baltimore Woods corridor along N. Decatur. Document how stakeholders and neighbors have been engaged and commitments made to this effort.

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Metro Contract No. 929902

Metro Contract 929902

Attachment 1

Check one: 183822

☒ Letter of Interest☐ Final Proposal**Nature in Neighborhoods Capital Grants
F1 - Cover Sheet**

Project Name	Baltimore Woods Connectivity Corridor	Applicant Organization	Three Rivers Land Conservancy/Friends of B Woods
Contact Name	Virginia Bowers	Address	PO Box 1116, Lake Oswego, OR 97035
Phone	503 699-9825	Fax	503 699-9827
Email	vbowers@trlc.org	Fed. Tax ID #	93-1044271

Fiscal Agent Organization (if different from applicant)

Contact Name	<input type="text"/>	Address	<input type="text"/>
Phone	<input type="text"/>	Fax	<input type="text"/>
Email	<input type="text"/>		

Site Name	Baltimore Woods	Address or Location info.	N. Decatur Street
Property Owner	multiple landowners	Contact Name	<input type="text"/>
Address	<input type="text"/>	Phone	<input type="text"/>
Email	<input type="text"/>	Metro District	<input type="text"/>

Project Summary (50 words or less)

Baltimore Woods Connectivity Corridor is a 30 acre strip of woods and green space running between the residential and industrial areas of the St. Johns neighborhood. This project aims to acquire several key pieces of property with the help of Three Rivers Land Conservancy. These properties are located adjacent to N. Decatur Road right-of-way, which is slated to be a multi-use trail connecting Cathedral and Pier Parks, part of the N. Portland Willamette Greenway.

Nature in Neighborhoods Capital Grant funding request \$ If submitting more than one proposal,
please rank this proposal in order of priority Total project cost \$

We, the undersigned, attest that to the best of our knowledge the information in this application is true and that all signatories have authorization to submit this grant application to Metro's Nature in Neighborhoods Capital Grants Program.

Applicant

Organization Name Three Rivers Land Conservancy
Printed Name Sharon Wood
Signature Sharon Wood Date 8/27/09

Fiscal Agent

Organization Name
Printed Name
Signature Date

Nature in Neighborhoods Capital Grant Letter of Interest
Baltimore Woods Connectivity Corridor
Three Rivers Land Conservancy & Friends of Baltimore Woods
August 27, 2009

Project Description

Baltimore Woods Connectivity Corridor is a 30 acre strip of woods and green space running between the residential and industrial areas of the neighborhood near the Willamette River and St. Johns (See Vicinity Map 1). The Corridor serves as a natural buffer, made up of Oregon white oak and a mix of native and non-native plants, and includes a section of proposed trail that would link Cathedral and Pier Parks, part of the proposed North Portland Willamette Greenway and 40-Mile Loop trails.

The Friends of Baltimore Woods (Friends) is a grassroots organization working toward preservation and restoration of this remnant woodland and green space. Their goals are to preserve a green corridor along a future trail; to protect remnant Oregon white oak habitat; and to create a buffer for the residential neighborhood from the industrial area. FOBW has been around for about eight years. They recently received a Metro Central grant to do neighborhood outreach, which will include creating a new web site, door to door canvassing, neighborhood tours and other events. They have hired an intern to help them and are already expanding their Board and creating active committees.

The Friends are partnering with Three Rivers Land Conservancy (Conservancy) to help them with negotiations, land acquisition and acquisition funding. The Conservancy got involved with this project at the suggestion of Deb Lev of Portland Parks. The Conservancy met with the chair of the Friends to find out more about the project. Subsequently Virginia Bowers, Conservation Director for the Conservancy, attended some of their advisory committee meetings which resulted in a feasibility study for the area. The Conservancy agreed to try to assist the Friends with some of their preservation goals.

Meanwhile, the City of Portland's Grey to Green program was starting up and they were also interested in funding projects in the Baltimore Woods area. The Grey to Green Initiative identified Baltimore Woods as a priority land acquisition target for the City of Portland's, which is a five-year program to accelerate existing efforts to restore urban watershed health and protect rivers and streams. Grey to Green has agreed to fund the transaction costs of any conservation easements that might be donated along the corridor. The Grey to Green program will also provide some funds for land acquisition up to \$55K per acre and cover other transaction costs. However, this amount is not enough to purchase an urban lot. The Grey to Green program is housed within the Bureau of Environmental Services (BES). BES has agreed to hold any properties acquired. The Conservancy will manage the properties under an MOU with BES.

There are nine lots on the east side of Decatur between Baltimore and Catlin that are vacant (See Parcel Map 2). No landowners, at this time, are interested in donating a conservation easement. Three of those landowners have indicated their willingness to sell. One property is on the market currently. The other landowners are developers, but may be willing to sell if they cannot develop as they had planned.

Baltimore Woods is within the North Reach Planning Area. As such this area was part of the habitat inventory update, trail alignment review and zoning updates. Portions of Baltimore Woods are designated Special Habitat Areas (SHA) in the Natural Resources Inventory. The North Reach Plan shows the proposed Willamette Greenway trail alignment that goes from Kelley Point Park to Fremont Bridge. The proposed trail alignment for Baltimore Woods is shown in the Plan as requested by the Friends: from Cathedral Park along N. Decatur Street right-of-way until the intersection with N. Catlin Avenue where Decatur ends (See Map 1). The trail then veers westward onto private industrial property still heading north. Then the trail turns eastward through a large forested property owned by Crown Cork & Seal, then returns to right-of-way as it heads toward Pier Park. In addition, the Plan is proposing some zoning changes for these lots. Environmental conservation and protection overlay zones are recommended for various forested parcels along Baltimore Woods. The conservation overlay is recommended for the Perrin and Thorpe properties and for a part of the Bridgeview Housing property. The zoning for all three parcels is EG2. While the zoning is not proposed to change, some of the uses within the EG2 are proposed to change. For example, the City proposed that all residential uses be eliminated from EG2. However, no final decision has been reached on the zoning at this time.

Metro has designated Oregon white oak as a priority for conservation. In addition, Metro has also identified this area as Tier 1 priority for closing gaps in the Willamette Greenway. Metro has specifically classified these five properties as Class A Wildlife Habitat, but the Council recommends development on these parcels.

Portland Parks has expressed interest in using its local share of the Bond Measure to purchase the forested Crown Cork & Seal property. Parks will also be responsible for the trail alignment and easements that go on private property north of the N. Decatur right-of-way. Metro Sustainability Center will negotiate the acquisition of these trail easements or land acquisitions where the trail goes on private property.

Ideally, all of these properties should be purchased and preserved. However, funding will likely limit the number of properties that can be acquired. Below the properties are listed in order of priority.

1. Perrin property - Has a number of oaks on the property with high development threat.
 2. Thorp property - is for sale and has several very large oaks on it.
 3. Bridgeview Housing lot - is covered in blackberries and is less of a priority.
- However, this lot is likely to be developed into multifamily housing and thus is of concern to the neighbors. It has high restoration potential.

Other vacant properties include the Knode property, which is also a priority both for its habitat value as well as the threat of development. However, because the purchase price of the Knode lot is likely prohibitively expensive we are not considering it at this time. The Eads own a large lot but are not sure what they want to do with it. The owner of the McDonald property was originally interested in doing a conservation easement, but for a number of reasons backed out. She is planning to restore her property with the help of SOLV and hopefully will participate in the Conservancy's backyard habitat certification program. Shiller owns a small lot and has no plans to do anything at this time.

Key Criteria

This project meets several key criteria:

1. *"Re-nature" neighborhoods by increasing and/or recovering the presence and function of ecological features and processes to protect water quality and animal and plant habitat.*

All of these properties are slated for residential development which is allowed under the current zoning. The only way to ensure that the Oregon white oaks and other trees remain is to purchase these properties. Purchasing these properties ensures that Baltimore Woods retains its distinctive nature. Oregon white oak habitat has all but disappeared in the Willamette Valley and thus is a high priority habitat according to the Department of Fish & Wildlife's Conservation Strategy Plan. Oregon white oak provides habitat for a number of unique species including acorn woodpeckers and the western grey squirrel. According to BES, "the oak woodland buffer of Baltimore Woods also protects the nearby Willamette River by filtering stormwater from the Cathedral Park neighborhood and preventing erosion from its steep embankment."

Once purchased and protected, the Conservancy we will restore and manage the oak habitat with the help of SOLV, BES, the Friends and other volunteers. Restoration and management plans will be developed once the properties are purchased. However, it is clear that the first steps will be the removal of invasive plant species, including Himalayan blackberry, English ivy, and clematis. Many of the parcels slope steeply to N. Decatur Street. These slopes will need to be studied to ensure that removing plants does not result in erosion. The goal will be to restore these properties to oak woodland.

2. *"Re-green" urban neighborhoods by increasing the presence of water, trees and other vegetation to improve their appearance, enrich peoples' experience of nature and help strengthen a physical connection to the region's ecology.*

Baltimore Woods is intertwined with the neighborhood's identity and is a key focus for the neighborhood association. The Friends have already started doing tours to acquaint people with this local treasure. They also table at local events to increase awareness of the Woods.

As mentioned above the properties will be restored by removing invasive plants, planting new trees and native shrubs and removing litter. The Friends are committed to helping to manage these lands and intent to bring neighbors and friends to these properties to help with clean up and restoration.

Once restored, these properties will offer people in the neighborhood a chance to enjoy green open space close by, both visually and physically. School groups will be able to walk to one of these properties and observe nature close up. In addition this wildlife corridor will connect to two large parks (Cathedral Park and Pier Park) and connect to the larger Willamette Greenway. NpGreenway is actively promoting the implementation of the Willamette Greenway trail plan and promotes the use of the greenway for active recreation and transportation for North Portland residents. The Baltimore Woods trail is one section of the overall trail plan which will bring residents and commuters through this area. Additionally, Baltimore Woods is visible from across the river and other areas providing some visual relief to the heavy development in the area.

Several of these properties are adjacent to undeveloped right-of-ways (See Map 2). These rights-of-ways increase the overall amount of habitat. If these lots are not developed there is no need to develop the rights-of-way. Thus, not only are the parcels to remain in a natural state, but the adjacent rights-of-way continue to function as green space. The Trumbull right-of-way in particular would make an ideal connection from the neighborhood to the trail along N. Decatur by creating a (or enhancing the existing) pedestrian path. According to PDOT, connectivity is a priority for their department, and they would most likely support the use of the right-of-way for a pedestrian path. As this right-of-way has never been accepted for maintenance by PDOT and since adjacent owners are responsible for some maintenance, PDOT does not see a problem restoring the ROW in terms of clearing vegetation and replanting.

3. Demonstrate multiple benefits for people and natural systems. For example, projects that use ecological features to improve ecological functions in the urban environment and provide access to nature and reinforce neighborhood/local community identity and improve neighborhood appearance.

The project has multiple benefits as stated above. First and foremost it is to protect these natural areas and their ecological features, specifically Oregon white oak habitat. All of these properties will be accessible to the public, but more importantly will serve the future trail as places for natural relief and shade from the industrial uses on the west side of the trail. In addition, these natural areas serve as wayside spots for resting, bird watching, and general enjoyment of nature. Baltimore Woods is intertwined with the neighborhood's identity and is a key focus for the neighborhood association.

3. Increase the region's fish and wildlife inventory through techniques that restore diverse riparian vegetation structure and stream character and increase fish passages and/or wildlife crossings.

Baltimore Woods serves as a north-south wildlife corridor. It holds some of the few remaining Oregon white oaks in the area and provides key habitat for some at-risk species. Bob Sallinger at Portland Audubon states that the "corridor would qualify as a SHA on the basis of connectivity" and "this corridor represents the most intact north south corridor in East Portland" and "Losing any portion of this corridor, even degraded portions, would undermine the integrity of this corridor along its entire length." Under the North Reach Plan, the entire corridor was designated an SHA. Restoration as discussed above will improve the health and vitality of the existing oak habitat. This in turn will increase the wildlife use of the corridor by providing better food and cover for various birds and animals. The trees, some of which are quite large, will have a better chance of survival because of the removal of invasive plants as well as removing the threat of development.

Partnerships

As mentioned above, the City of Portland Parks and BES are interested in enhancing watershed health and restoring some functions to our watersheds. They believe that preserving these properties as one way of meeting their goals. However, Parks is reluctant to take on the ownership of small properties. They would rather focus their resources on the larger lots to the north. Portland Parks is working with the Metro's Sustainability Center to acquire these larger parcels. BES is also providing funds for the purchase of these larger parcels.

BES is willing to own these small parcels, but would like help managing them. The Conservancy is also willing to hold the properties but would need funds to restore and manage them. One solution is for BES to own the properties, but to contract out the management to the Conservancy. SOLV has been hired by BES to help restore properties within Baltimore Woods and has indicated their willingness to take on these properties once acquired. The Friends have also indicated that they would be willing to organize work parties and other volunteer efforts to clean up and manage these properties.

The Port of Portland is another key partner. The Port funded the original feasibility study for "The Cathedral Park to Pier Park Connection", which was completed by several PSU interns (copies available upon request). The Port has been working with the Friends to find solutions to the noise and odor problems experienced by the residential neighborhood. They have suggested that they could provide some in-kind help. Meetings with their community outreach manager are planned in early September to explore this more.

Toyota Inc. is a potential funding partner. The Conservancy will be asking Toyota for a donation toward this project.

Other potential partners are Friends of Cathedral Park Neighborhood Association, Audubon, npGreenway, St Johns Neighborhood Association, Portland Dept of Transportation and local businesses. Letters of support from SOLV and other partners will be forthcoming.

Project feasibility

The Friends through their advisory committee put together a feasibility study of the corridor. In that study they identified some of the priority properties for preservation and restoration and identified grant opportunities. It is from that study that this project began.

Barbara Quinn, chair of the Friends, has been doing the initial outreach to all the property owners and to the neighborhood in general. She has also been calling business owners and others to identify other funding sources.

Virginia Bowers, Conservation Director for the Conservancy will be the project manager. Virginia has over 5 years of experience negotiating and acquiring conservation easement and fee simple properties. She will negotiate with the landowners, pull the funding together and complete the land acquisition. To date, staff has talked to or met with five property owners, met with Grey to Green and Parks staff, talked with Port of Portland, SOLV, Toyota and other partners.

Shannah Anderson, land conservation specialist with the Grey to Green program, will be the contact at BES. She will oversee the appraisal process, environmental review and survey work, and obtain the funding from her program.

Laura O'Leary, stewardship director for the Conservancy, will ensure implementation of the management plans. Laura has been with the Conservancy for over 2 years and has successfully obtained grants and restored a number of properties in the Metro area.

The steps to complete the acquisition are listed in the timeline. The major task will be to obtain options or purchase and sale agreements with targeted landowners. Once that is done, key steps are the appraisal and Phase I environmental assessment, which will be done through BES contractors. Virginia will get title reports, set up escrow, and get the acquisition to closing. Virginia will also work with SOLV and the Friends to prepare a management plan for each property.

Timeline:

Date	Task	Responsible party
Aug	Submit LOI	VB
Aug.	Obtain Board/City/ Approvals	VB
Aug.	Letters of support	Friends, landowners, SOLV
Sept	Get approval from Metro for full grant	
Sept	Legal review of P& S Agreements	BES
Sept	Obtain P&S agreements with landowners	VB
Sept.	Finalize funding BES, Parks, Port, etc	VB/Friends/BES
Sept	Confirm SOLV projects	VB/SOLV
Sept	Order appraisals	BES
Oct.	Additional fundraising	Friends
Nov.	NIN grants due	VB
Dec.	NIN grants approval	
Jan.	Title reports, set up escrow	VB
Jan	Initial Blackberry removal	Friends/SOLV
Jan	Verify property corners, Survey if needed	BES
Jan/Feb	Baseline docs	VB/BES
Jan	Order Phase I Environmental assessment	BES
Feb	Begin management plan	Friends, SOLV, TRLC, BES
March	Draft deeds	Title company
March	Close (signatures, title ins., recording)	VB
April	Thank you's, announcements, organize files, grant reports,	VB, Friends, BES

Statement by Portland BES

Letter to be mailed separately.

Submitted by:

Virginia Bowers

Conservation Director

Three Rivers Land Conservancy

PO Box 1116,

Lake Oswego, OR 97034

503 699-9825

183822

PROFESSIONAL SERVICES/PROJECT MANAGEMENT/STAFF COSTS

Includes staff and other professional service personnel. Pre-Agreement costs must occur AFTER the Invitation to Submit a Final Application has been received and are not reimbursable.

	financial match	in-kind match	grant request	TOTAL
A. Pre-Agreement				0
1. Virginia Bowers, staff		2500		2500
2. Shannah Anderson, agency		1500		1500
B. Post-Agreement Costs				0
1. Virginia Bowers, staff			7500	7500
2. Laura O'Leary			2000	2000
2. Backyard Habitat		2000		2000
3. Shannah Anderson, agency		2000		2000
4. Friends volunteers		3000		3000
5. General volunteers		3000		3000
Totals for Professional Services	0	14000	9500	23500

ACQUISITION COSTS

Please estimate the cost for all work elements. Please feel free to change the list.

	financial match	in-kind match	grant request	TOTAL
A. Purchase Price	80000	400000	260000	740000
B. Option Purchase				0
C. Option Reimbursement				0
D. Appraisal & Appraisal Review*	15000			15000
E. Title Report, insurance & documents	9000			9000
F. Phase I Enviro Assessment	7500			7500
G. Stabilization		5000	10000	5000
H. Stewardship endowment	25000			25000
I. Management Plan Development		3000		3000
J. Baseline Documentation		2500		2500
K. Survey	10000			10000
Totals for Acquisition Costs	146500	410500	270000	817000

OTHER COSTS

A. Travel (use current State of Oregon rates)		250		250
B. Overhead/Indirect costs - these can only be used as match.		2750		2750
Totals for Other Costs	0	3000	0	3000

TOTAL PROJECT COSTS	146500	427500	279500	843500
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F2 - Nature Neighborhoods Capital Grants Match Form

Instructions:

1. If utilizing volunteers, indicate this in the "Match Source" and choose the "In Kind" field and estimate the number of hours the volunteers will be contributing to the project. The "Amount" will be those hours multiplied by the hourly rate found at the Independent Sector website: www.independentsector.org/programs/research/volunteer_time.html.
2. If your "Match Source" is a professional or technical service received as "In Kind," use the market average or actual salary or bid for that individual or service. Use the "Notes" field to document your methodology.

183822

Match Source	Choose One	Choose One	Amount	Notes
Grey to Green Program	<input checked="" type="radio"/> Financial <input type="radio"/> In Kind	<input type="radio"/> Pending <input checked="" type="radio"/> Secured	\$ 96,500	includes purchase price and transaction costs
Toyota	<input checked="" type="radio"/> Financial <input type="radio"/> In Kind	<input checked="" type="radio"/> Pending <input type="radio"/> Secured	\$ 50,000	includes purchase price and stewardship fund
Professional volunteers	<input type="radio"/> Financial <input checked="" type="radio"/> In Kind	<input type="radio"/> Pending <input checked="" type="radio"/> Secured	\$ 4,000	includes Friends work on outreach, management plan and baseline docs
General volunteers	<input type="radio"/> Financial <input checked="" type="radio"/> In Kind	<input checked="" type="radio"/> Pending <input type="radio"/> Secured	\$ 3,000	general volunteers for restoration
Grey to Green staff & SOLV	<input type="radio"/> Financial <input checked="" type="radio"/> In Kind	<input type="radio"/> Pending <input checked="" type="radio"/> Secured	\$ 7,000	for pre and post agreement work on mgnt plans & stabilization, funding for SOLV
Bargain sale	<input type="radio"/> Financial <input checked="" type="radio"/> In Kind	<input checked="" type="radio"/> Pending <input type="radio"/> Secured	\$ 97,000	depends on final appraisal values
Conservancy	<input type="radio"/> Financial <input checked="" type="radio"/> In Kind	<input type="radio"/> Pending <input checked="" type="radio"/> Secured	\$ 7,500	includes pre-agreement work, baseline docs, travel and overhead, backyard habitat progra
BES acquisition funds	<input type="radio"/> Financial <input checked="" type="radio"/> In Kind	<input checked="" type="radio"/> Pending <input type="radio"/> Secured	\$ 309,000	BES contribution toward purchase of BW properties

Total \$ 574,000

Metro Contract No. 929902

Baltimore Woods Connectivity Corridor Budget Narrative

Pre-Agreement Costs:

Staff at City of Portland Bureau of Environmental Services (BES) will order the appraisals, which will be started after we are invited to submit for the full grant. Earnest money provided to landowners will also be part of the match. Some staff time for applicant and agency personnel has to occur pre-agreement to finalize agreements with landowners and order appraisal and obtain earnest money.

Post-Agreement Costs:

Applicant Personnel

Virginia Bowers, Conservation Director for Three Rivers Land Conservancy. (\$90/hr)
Virginia will negotiate the land acquisition with the landowner, set up escrow and ensure all aspects of the project are completed prior to closing. Post-agreement staff time to be covered by grant funding.

Laura O'Leary, Stewardship Director for Three Rivers. (\$50/hr)
Laura will supervise development and implementation of the management plan through the stabilization project. Post-agreement staff time to be covered by grant funding.

Agency Staff & Non profits

BES Staff: Shannah Anderson, staff time in-kind match. Shannah will be commission the appraisal process, environmental assessment and any survey work. She will also work to procure the funding from the Grey to Green program for acquisition costs. (\$30/hr)

Volunteers:

Friends volunteers include Barbara Quinn, chair; Sumner Sharpe, advisory support; and Dan Shaerer, intern. These are high level volunteers who are doing outreach to landowners and neighbors, fundraising, coordinating with the Conservancy, and organizing and supervising volunteer work parties on the properties. Volunteer time will be match. (\$25/hr)

Friends' general volunteers are individuals who participate in work parties to clean up and restore the subject properties (\$18/hr).

Purchase Price

This is the estimated purchase price for three properties based on initial conversations with the landowner is \$325,000. BES will provide \$55,000 financial match toward the purchase price.

Based on conversations with the landowners, the market value is likely to be higher than the sale price in the case of Perrin and Bridgeview, but about the same in the case of Thorpe. Thus a bargain sale is likely in the case of Perrin and Bridgeview, which shows up as in-kind match. Other in-kind match is the BES portion of the costs to purchase other properties within Baltimore Woods.

Due Diligence

The appraisals, surveys, environmental assessment will be performed by BES' consultants or in-house. The appraisal will meet requirements of USPAP and will include a review appraisal. These services will be considered financial match.

Closing costs

Recording costs, title insurance and escrow will be paid for by BES as they have the interest in the property through the Grey to Green program. These costs will be financial match to the grant.

Baseline Documentation

Baseline documentation which includes photographing sites, biological inventories, mapping and the like will be done in-house or with the help of volunteers. This will serve as match.

Stabilization

Stabilization is a capital cost for the first two years after acquisition. Stabilization will include initial removal of invasive plants by SOLV work volunteers, stabilization of soils and slopes, and replanting with appropriate plants. This work will be partially grant funded with some match from SOLV and BES.

Stewardship Endowment

Three Rivers Land Conservancy has agreed to undertake the long-term management of the properties as long as there are funds to do the management. Our stewardship endowment averages about 5% interest from the principal to be used each year for annual maintenance. \$25,000 put into the Endowment will ensure that at least \$1250 is generated per year (after stabilization occurs) for staff time for monitoring, implementing the management plan, supervising volunteer work parties and the like. The source of these funds are not yet determined. This will be financial match.

Management Plan development

The Conservancy will oversee development of the management plan for the properties with assistance from BES, SOLV and the Friends of Baltimore Woods. Input and assistance from other organizations will be in-kind match.

Travel

This is for staff travel to and from the properties and to negotiation meetings. This will be match.

Overhead

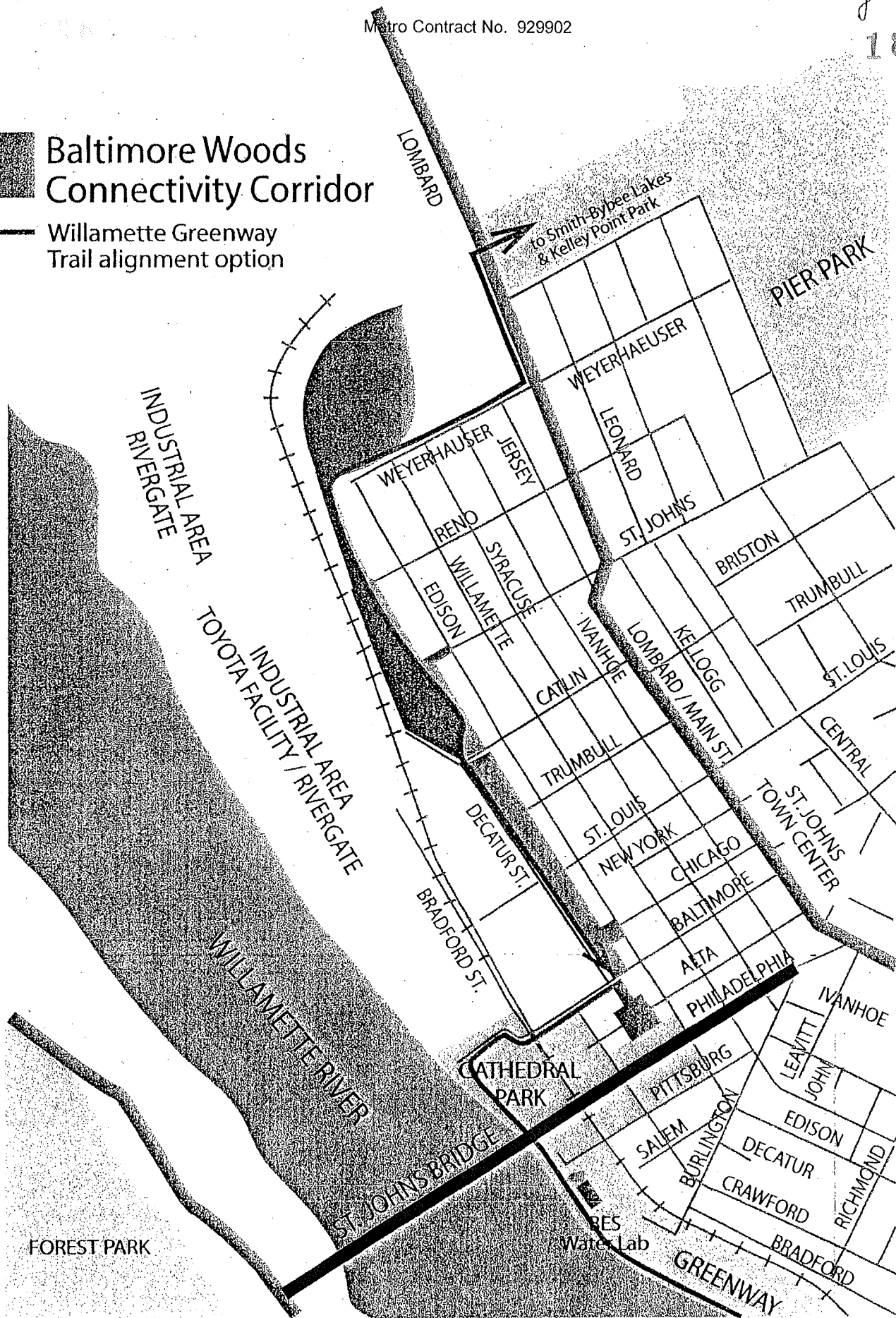
Overhead is match and covers the costs of Three Rivers' administration, space to house staff, etc.

Other Financial Match

Toyota has been approached to provide some financial match. It is not known how much they will provide, but they indicated that they were interested in this project and would like to help.






 Baltimore Woods
Connectivity Corridor

 Willamette Greenway
Trail alignment option



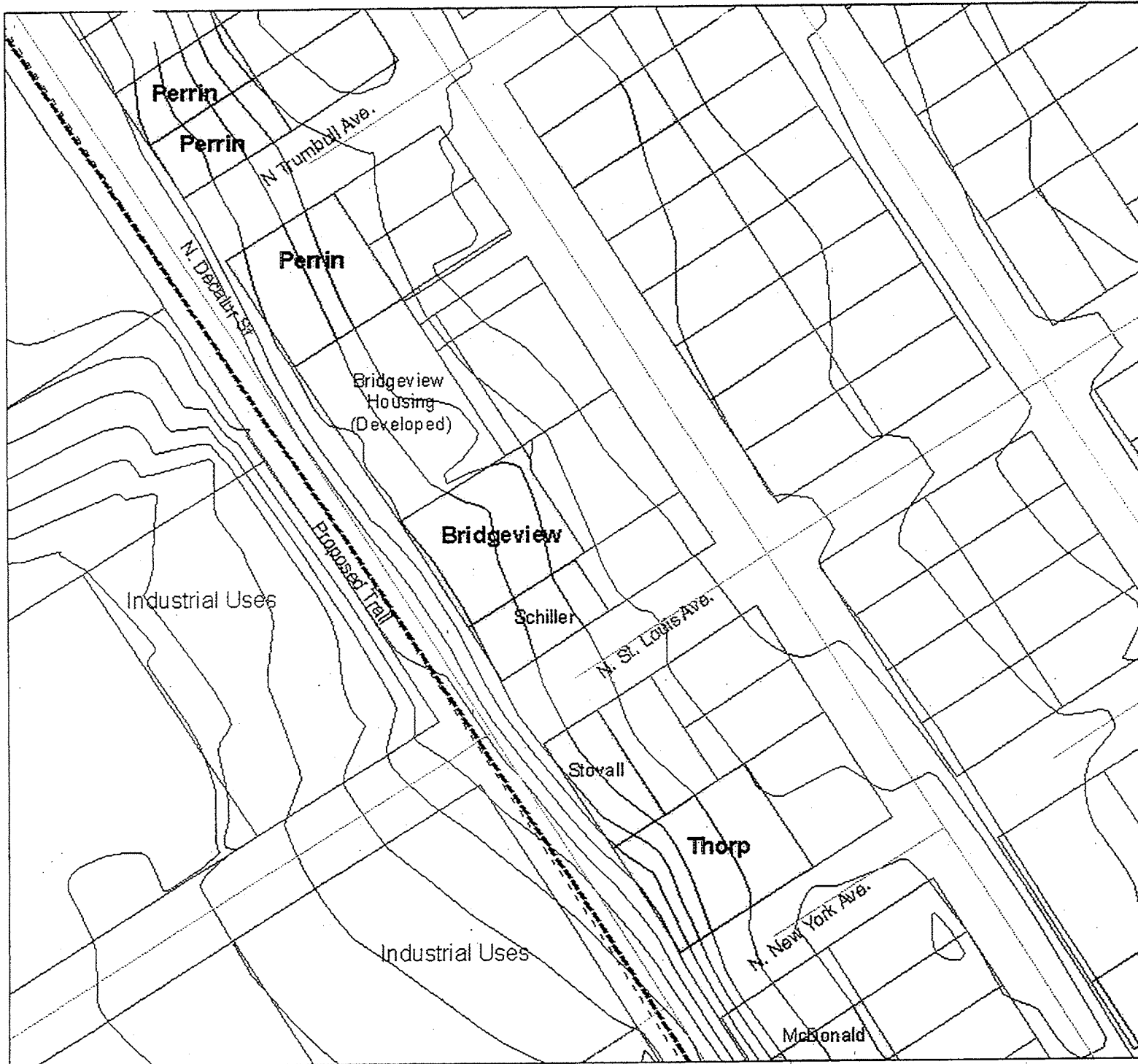
183822
Baltimore Woods
Parcel Map 2

Legend

-  taxlots
-  Parks
-  trails
-  vacant
-  contours_5

Names in bold are
targetted for acquisition

Metro Contract No. 929902



Three Rivers Land Conservancy
August 2009



Metro Contract No. 929902

CITY OF PORTLAND ENVIRONMENTAL SERVICES



1120 SW Fifth Avenue., Room 1000, Portland, Oregon 97204-1912 Dean Marriott, Director Dan Saltzman, Commissioner

August 17, 2009

Metro Natural Areas Program
Nature in Neighborhoods Capital Grants
600 NE Grand Ave.
Portland, OR 97232

To Whom it May Concern:

I am writing to express the Bureau of Environmental Services' (BES) support for the *Baltimore Woods Connectivity Corridor* project proposed as a candidate for Metro's Nature in Neighborhoods Capital Grant program by the Three Rivers Land Conservancy (Three Rivers). BES has been working collaboratively with Three Rivers and other stakeholders in this neighborhood of interest to support common watershed protection and restoration goals.

Baltimore Woods has been identified as a priority land acquisition target for the City of Portland's Grey to Green Initiative, which is a five-year program to accelerate existing efforts to restore urban watershed health and protect rivers and streams. Baltimore Woods contains rare and valuable white oak, which is increasingly rare in the Willamette Valley and is also associated with several of Portland's special status species including the slender-billed nuthatch, western wood-peewee, and western gray squirrel. Oregon white oak is a "Special Status Habitat Type" in the Terrestrial Ecology Enhancement Strategy, part of the City of Portland's Watershed Management Plan. Special Status Habitat types are those that are rare or declining, and in need of protection, conservation, and/or restoration. Baltimore Woods is also a Special Habitat Area (SHA) as designated by the City's Natural Resource Inventory; SHAs are sites documented to provide especially or uniquely important fish and wildlife habitat values and function (Figure A). The oak woodland buffer of Baltimore Woods also protects the nearby Willamette River by filtering stormwater from the Cathedral Park neighborhood and preventing erosion from its steep embankment.

The properties identified in the Three Rivers' grant proposal have development pressure. Four of the parcels have associated land use applications or conditional use permits on file with the City's Bureau of Development Services for the development of multiple residential units. A Friends of Baltimore Woods study documents that almost 50% of the mature white oak in the corridor occurs on these parcels and the adjacent right of way, and would, thus, be impacted by development. The property owners have all expressed to Three Rivers their willingness to sell.

Baltimore Woods is recognized in the City's St. Johns Neighborhood Plan and the proposed River Plan/North Reach. The latter recommends a trail alignment for the Willamette

Greenway Trail within the Baltimore Woods study area to connect to the 40-Mile loop trail. Installation of a trail and interpretive signage in this neighborhood will provide the general public with recreation and environmental education opportunities.

BES is also partnering with Metro's Natural Areas Acquisition Program and Portland Parks & Recreation to acquire several other large taxlots in the Baltimore Woods corridor. These parcels will provide anchor habitat to the larger corridor and, once restored, will demonstrate healthy oak woodland for adjacent private properties. For parcels without development pressure, BES is working with Three Rivers and Portland Parks & Recreation to establish conservation easements to protect existing stands of backyard oak woodland in perpetuity.

BES will support Three Rivers' grant proposal by providing staff for collaborative meetings (including the Friends of Baltimore Woods Advisory Committee), in-kind assistance with management plan development, real estate services (property appraisals, Phase I Environmental Assessments, title report requests and review, stabilization) and up to \$55,000 per acre for land purchase. In addition, BES is financing SOLV's efforts to restore backyard habitat along the Baltimore Woods corridor, and they will be leading the effort to remove invasive weeds and install native plants on private properties. We estimate our financial contribution to the effort will total approximately \$100,000: \$55,000 towards the purchase prices, \$41,500 for real estate services, and \$1,500 for restoration.

Acquisition of key parcels along Baltimore Woods will promote the connectivity needed for a functional and sustainable oak woodland corridor. We are pleased to partner with Three Rivers, Metro, Portland Parks & Recreation, SOLV, and the Friends of Baltimore Woods on this neighborhood effort.

If you have any questions about BES' support of the Baltimore Woods Connectivity Corridor, please contact Shannah Anderson, Grey to Green Land Acquisition Program Manager, or Paul Ketcham, Willamette Watershed Manager, at (503) 823-7740.

Sincerely,

by WFR

Dean Marriott

183822



Parcels proposed for Metro support



Park



Portland Special Habitat Areas (SHAs)

Baltimore Woods
Connectivity Corridor

Metro NIN Capital Grants Proposal, Figure A

Date Printed:
8/17/09



City of Portland
Environmental Services

**NATURE IN NEIGHBORHOODS CAPITAL GRANT
(F4) LAND ACQUISITION BUDGET WORKSHEET**

Revised March 3 2010

PROFESSIONAL SERVICES/PROJECT MANAGEMENT/STAFF COSTS				
<i>Includes staff and other professional service personnel. Pre-Agreement costs must occur AFTER the Invitation to Submit a Final Application has been received and are not reimbursable.</i>				
	financial match	in-kind match	grant request	TOTAL
A. Pre-Agreement				
1. Virginia Bowers, staff		3500		3500
2. Shannah Anderson, agency		3500		3500
B. Post-Agreement Costs				0
1. Virginia Bowers, staff			7500	7500
2. Backyard Habitat (BES grant & volunteers)		10506		10506
3. Shannah Anderson, agency		2000		2000
4. Friends volunteers		3000		3000
5. General volunteers		3000		3000
Totals for Professional Services		25506	7500	33006

ACQUISITION COSTS				
<i>Please estimate the cost for all work elements. Please feel free to change the list.</i>				
	financial match	in-kind match	grant request	TOTAL
A. Purchase Price	177,000	30000	138000	345000
D. Appraisal & Appraisal Review*	15000			15000
E. Title Report, insurance & documents	9000			9000
F. Base I Enviro Assessment	7500			7500
G. Stabilization	29936	5000	12500	47436
H. Stewardship endowment				
I. Management Plan Development		3000		3000
J. Baseline Documentation		2500		2500
K. Survey	10000			10000
Totals for Acquisition Costs	248436	40500	150500	439436

OTHER COSTS				
A. Travel (use current State of Oregon rates)		250		250
B. Overhead/Indirect costs - these can only be used as match.		2750		2750
Totals for Other Costs		3000		3000

TOTAL PROJECT COSTS	\$ 248,436	\$ 69,006	\$ 158,000	\$ 475,442
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Notes:
Line 21A (Acquisition Costs)

Property Name	Cost	Comments
Perrin/PMP	\$ 205,000	\$175,000 purchase price + \$30,000 bargain sale).
Bridgeview	\$ 65,000	
Thorp	\$ 75,000	Reduced from \$99,000 on previous budget.
Total	\$ 345,000	

Financial match for purchase price is \$87,500 (PPR) and \$89,500 (BES)
Stabilization financial match includes SOLV grant received from SWCD (\$14565 plus non-TRLC match of \$5371) plus possible grant from Toyota of \$10K. BES will cover \$10k if Toyota does not fund.