

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF APPROVING EIGHTH) RESOLUTION NO. 15-4636
ROUND FUNDING FOR NATURE IN)
NEIGHBORHOODS CAPITAL GRANTS) Introduced by Chief Operating Officer Martha
) Bennett, in concurrence with Council
) President Tom Hughes

WHEREAS, Metro Resolution No. 06-3672B, "For the Purpose of Submitting to the Voters of the Metro Area a General Obligation Bond Indebtedness in the Amount of \$227.4 Million to Fund Natural Area Acquisition and Water Quality Protection," was approved by the Metro Council on March 9, 2006;

WHEREAS, at the election held on November 7, 2006, the voters approved Measure 26-80, the Natural Areas Bond Measure (the "Measure");

WHEREAS, the Measure provided for \$15 million for a Nature in Neighborhoods Capital Grants Program (the "Program") to fund opportunities for the community to actively protect fish and wildlife habitat and water quality near where people live and work;

WHEREAS, the Program can provide funds to purchase lands or easements that increase the presence of natural features and their ecological functions in neighborhoods throughout the region, and the Program can provide funding for projects that recover or create additional plant and animal habitats to help ensure that every community enjoys clean water and embraces nature as a fundamental element of its character and livability;

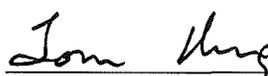
WHEREAS, the Measure provided for the creation of a grant review committee composed of no fewer than seven members to review grant applications and make grant award recommendations to the Metro Council; and

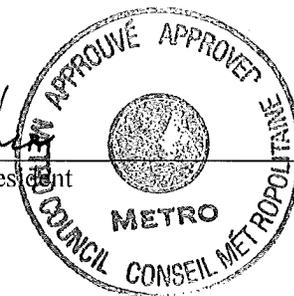
WHEREAS, the grant review committee reviewed grant proposals in the spring of 2015 and is recommending to the Metro Council seven projects that meet the Program's criteria for funding; now therefore

BE IT RESOLVED that the Metro Council hereby:

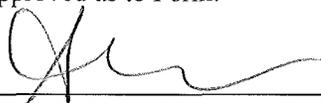
1. Awards Nature in Neighborhoods Capital Grants to the recipients and projects, and for the funding amounts, listed in Exhibit A to this resolution;
2. For those projects that are for real property acquisitions, conditions Metro's grant award on the recipient granting a conservation easement to Metro, substantially in the form attached to this resolution as Exhibit B, as determined by the Office of Metro Attorney, and authorizes the Chief Operating Officer to accept such conservation easement from each such recipient.

ADOPTED by the Metro Council this 09 day of July, 2015.


Tom Hughes, Council President



Approved as to Form:

A handwritten signature in black ink, appearing to read 'Alison R. Kean', written over a horizontal line.

Alison R. Kean, Metro Attorney

Nature in Neighborhoods Capital Grants Program
Eighth Round Grant Awards
Grant Review Committee Recommendations to the Metro Council

Total award amount recommended: \$2,138,183

Project: Bull Mountain Park Projects
Grant amount: \$ 125,943
Recipient: Friends of Bull Mountain Park
Partners: Tualatin River Watershed Council, City of Tigard, and a variety of local community-based organizations

The Friends of Bull Mountain Park and Tualatin River Watershed Council will engage community members in constructing improvements to the Bull Mountain Nature Park including a nature play area, a picnic pavilion, a tool shed, soft surface trails, an ADA access trail, a bathroom shelter, a water fountain, benches and signs.

Project: Boones Ferry Fish, Wildlife and Trail Passage Partnership
Grant amount: \$ 650,000
Recipient: City of Portland
Partners: Oregon State Parks & Recreation, US Fish and Wildlife Service, Friends of Tryon Creek State Park, Tryon Creek Watershed Council, Arnold Creek Neighborhood Association and SW Trails PDX

The Boones Ferry Fish, Wildlife and Trail Passage Partnership will allow the City of Portland to replace a culvert under Boones Ferry Road with a bridge that will enhance native salmonid passage, restore riparian and upland habitat, open a corridor for wildlife and provide a safe pedestrian crossing and trail realignment for the Hillsdale to Lake Oswego Regional Trail.

Project: Hogan Butte Nature Park Phase I
Grant amount: \$ 290,000
Recipient: City of Gresham
Partners: National Park Service and a variety of local community-based organizations

This project provides access to Hogan Butte Nature Park, a 52-acre undeveloped natural area at the top of Hogan Butte. It will also connect to surrounding trail networks throughout the East Buttes region. Design and construction of new public amenities will consist of a shelter with restroom, informational kiosks, a small parking lot, driveway improvements, park signage, benches, picnic tables, a security gate, paved and soft-surface trails, and a "volcano viewpoint".

Project: Mt. Scott Creek Oak Bluff Reach Restoration
Grant amount: \$175,228
Recipient: Clackamas County Water Environmental Services
Partners: North Clackamas Urban Watershed Council, Oregon Department of Fish and Wildlife, North Clackamas Parks and Recreation District, Clackamas Web Academy and COSTCO

This restoration project will improve water quality and restore aquatic habitats for federally listed threatened and endangered fish species in a degraded reach of Mt. Scott Creek. It will engage surrounding businesses and leverage existing partnerships to install large woody debris and replace invasive vegetation with native plants. Local schools will use the site for environmental study in the WES Watershed Health Education Program.

Project: Let Us Build Cully Park: Play Area
Grant amount: \$ 200,000
Recipient: Verde
Partners: Portland Parks & Recreation, Hacienda Community Development Corporation, Rigler School, Scott School and the Community Transition School

This project will build upon their 2012 Capital Grant which responded to the Cully Neighborhood's longstanding need for open space, economic opportunity and environmental education. Park features will now include a play area based on designs from students at four Cully educational institutions. The park will create an accessible, destination playground that incorporates nature play elements.

Project: Oak Island Marsh Restoration at Jackson Bottom Wetlands Preserve
Grant amount: \$ 335,000
Recipient: City of Hillsboro
Partners: Clean Water Services, Ducks Unlimited, US Fish and Wildlife Service, Jackson Bottom Wetlands Preserve and Friends of Trees

The Oak Island Marsh project will transform 270 acres of degraded wetlands and abandoned fields into a functioning ecosystem with intact native plant communities and a diversity of wildlife. This will be accomplished by converting non-functional wastewater treatment facilities and structurally unsound wetlands into emergent marsh habitats and restoring the associated plant communities. In addition to habitat restoration, this project will install the facilities necessary to allow public access to the wetlands without disturbing wildlife or sensitive habitats. Finally, it will generate a significant amount of community involvement through volunteer projects, community programs and environmental education.

Project: Boardman-Rinearson Wetland Complex Land Acquisition
Grant amount: \$ 362,012
Recipient: Oak Lodge Sanitary District
Partners: North Clackamas Urban Watershed Council, North Clackamas Parks & Recreation District, and SOLVE

This project will acquire 5.8 acres of property in order to establish a new natural area in urbanized, unincorporated Clackamas County between the cities of Milwaukie and Gladstone. Boosted by strong community support, this project will restore wetlands, wildlife habitat, and create a passive recreation trail with environmental education elements, including a field classroom for local schools to use.

After recording return to:

Office of Metro Attorney
600 NE Grand Avenue
Portland, OR 97232-2736

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT (the "Easement") is entered into this _____ day of _____, (year) ____, by and between _____, _____ ("Grantor") and Metro, an Oregon municipal corporation ("Grantee").

RECITALS

A. Grantor is the fee simple owner of that certain real property approximately _____ acres in size located in the County of [County], State of Oregon, commonly known as [address], and more particularly described on the attached Exhibit A (the "Property").

B. On November 7, 2006, the voters approved Ballot Measure 26-80 (the "2006 Natural Areas Bond Measure"), which provided Grantee with funds for the acquisition of natural areas from willing sellers. The 2006 Natural Areas Bond Measure (the "Bond Measure") was designed to provide Grantee with the ability to protect the region's significant natural areas, fish and wildlife habitat, greenways, water quality, and lands near rivers and streams. The Bond Measure allocated \$15 million from bond proceeds to the Nature in Neighborhoods Capital Grants Program (the "Metro Grants Program") to provide opportunities for the community to actively protect fish and wildlife habitat and water quality in areas where people live and work.

C. Grantor was able to acquire the Property in part by using funds provided by the Metro Grants Program. A condition of Grantor's receipt of such funds from Metro was its agreement to grant this conservation easement.

D. In order to preserve the natural features of the Property that provide significant wildlife habitat values and contribute to water quality, Grantor desires to grant to Grantee, and Grantee desires to accept from Grantor, a conservation easement over the Property.

For valuable consideration, the receipt of which is hereby acknowledged by Grantor, and the mutual covenants, terms, conditions, and restrictions contained herein, the parties hereby agree as follows:

AGREEMENT

1. Grant of Conservation Easement. For and in consideration of the sum of _____ (\$_____) and of the mutual promises, terms, conditions, restrictions and undertakings herein set forth, Grantor hereby voluntarily grants to Grantee a perpetual, non-possessory conservation easement, in gross, on, over, under, and across the Property. This Easement is being created and acquired in accordance with ORS 271.715 to 271.795, and the provisions herein shall be construed and applied accordingly.

2. Purpose.

(a) General Purpose. The general purposes of this Easement are to ensure that the Property will be retained forever predominantly in its natural condition for: [INCLUDE ONLY APPROPRIATE AND RELEVANT BULLETS FROM BELOW—AT LEAST ONE FROM FEDERAL CITATIONS AND RELEVANT PART OF STATE CITATION]

- “The protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem” (as that phrase is used in 26 U.S.C. §170(h)(4)(A)(ii));
- “The preservation of land areas for outdoor recreation by, or the education of, the general public” (as that phrase is used in 26 U.S.C. §170(h)(4)(A)(i));
- “The preservation of certain open space (including farmland and forest land) where such preservation is (I) for the scenic enjoyment of the general public, or (II) pursuant to a clearly delineated Federal, State, or local governmental conservation policy, and will yield a significant benefit” (as that phrase is used in 26 U.S.C. §170(h)(4)(A)(iii)); and
- “Protecting natural, scenic, or open space values of real property, ensuring its availability for agricultural, forest, recreational, or open space use, protecting natural resources, maintaining or enhancing air or water quality, or preserving the historical, architectural, archaeological, or cultural aspects of real property” (as that phrase is used in ORS 271.715(1)).

(b) Specific Purpose; Protection of Conservation Values. The more specific purpose of this Easement is to prevent any use or occupancy of, or activity on, the Property that will impair or interfere with the Conservation Values, as identified in that certain Nature In Neighborhoods Capital Grant Agreement between Grantor and Metro, dated [INSERT DATE] (the “Grant Agreement”), on file at the offices of the Grantee.

3. Prohibited and Permitted Uses. Subject to encumbrances of record on the Property, Grantor shall not engage in any activity on, or use of, the Property that is inconsistent with the terms of this Easement or materially interferes with or impairs the Conservation Values of the Property. Without limiting the generality of the forgoing, the activities and uses described on the attached Exhibit B are expressly prohibited. Grantor reserves all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not inconsistent with the terms of this Easement or expressly prohibited herein. Grantor shall provide Grantee with not less than thirty (30) days written notice prior to (a) applying for any grading, tree removal, building, or construction permit, and (b) undertaking any activity that could materially interfere with or impair the Conservation Values of the Property.

4. Baseline Documentation. The current condition of the Property is documented in the Grant Agreement. an inventory of relevant features of the Property, dated _____, (year)__, on file at the offices of Grantee (the “Baseline Documentation”). The parties agree that the Baseline Documentation provides an accurate representation and description of the Property at the time of this grant. The Baseline Documentation is intended to serve as an objective, although not exclusive, information baseline for monitoring compliance with the terms of this Easement. Grantee shall have the right to access the Property at any time for the purpose of monitoring compliance with the terms of this Easement.

5. Enforcement and Remedies.

(a) Notice of Violation. Grantee shall have the right to prevent any use of, or activity on, the Property that is inconsistent with the purpose and terms of this Easement. If Grantee determines that Grantor, or third parties under Grantor’s authority or permission, are in violation of the terms of this Easement, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation. In the event that such violation involves injury to the Property resulting from any use or activity inconsistent with the purpose and terms of this Easement, such notice shall demand that Grantor, at Grantor’s sole cost and expense, restore the portion of the Property so injured to its prior condition in accordance with a plan approved by Grantee.

(b) Failure to Cure. If Grantor fails to cure a violation within 30 days after Grantor’s receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a 30-day

period, fails to begin curing the violation within the 30-day period, Grantee may bring an action at law or in equity to (i) enforce the terms of this Easement, (ii) enjoin the violation by a temporary, preliminary, and/or permanent injunction, (iii) recover any damages to which Grantee may be entitled for such violation of the terms of this Easement, and (iv) require the restoration of the Property to the condition and appearance that existed prior to such violation.

(c) Emergency Enforcement. If Grantee, in its sole discretion, reasonably determines that the circumstances require immediate action to prevent or mitigate significant damage to the Property, Grantee may enter the Property to prevent or mitigate further damage to or alteration of the Property necessary to protect the Conservation Values or otherwise pursue its remedies under this Section 5 without prior notice to Grantor and without waiting for the expiration of the cure period set forth above in subsection 5(b).

(d) Nature of Remedies. Grantee shall have available all legal and equitable remedies to enforce Grantor's obligations hereunder. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate, and that Grantee shall be entitled to injunctive relief, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including without limitation specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's rights under this Section 5 shall be cumulative, in addition to all remedies now or hereafter existing at law or in equity, and apply equally in the event of either actual or threatened violations of the terms of this Easement.

(e) Costs of Enforcement. Grantor shall reimburse Grantee for any costs or expenses incurred by Grantee in enforcing the terms of this Easement necessitated by Grantor's violation of the terms of this Easement including, without limitation, all reasonable court costs, attorney fees, expert witness fees, and costs of restoration mitigation.

(f) Grantee's Discretion to Enforce. Enforcement of the terms of this Easement is at the discretion of Grantee. Any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any terms of this Easement by Grantor, its agents, employees, contractors, family members, invitees, or licensees shall not be deemed or construed to be a waiver by Grantee of such term under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

(g) Waiver of Certain Defenses. Grantor acknowledges that it has carefully reviewed this Easement and has had the opportunity to consult with and been advised by legal counsel of its terms and requirements. In full knowledge of the provisions of this Easement, Grantor hereby waives any claim or defense it may have against Grantee or its successors or assigns under or pertaining to this Easement based upon waiver, laches, estoppel, adverse possession, or prescription.

(h) Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor to abate, correct, or restore any condition on the Property or to recover damages for any injury to, or change in, the Property resulting from (1) causes beyond Grantor's control including, without limitation, natural changes, fire, flood, storm or earth movement, acts of trespassers, or (2) any reasonable and prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

6. Liability and Indemnification.

(a) Liability. The parties acknowledge and agree that because Grantor is the fee owner of the Property, except as specifically provided for under subsection (b) below, the general liability for risks, damages, injuries, claims, or costs arising by virtue of Grantor's ownership and use of the Property shall remain with Grantor as a

normal and customary incident of the right of Property ownership. Nothing in this Easement shall be construed as giving rise to any right or ability of Grantee to become an “owner” or “operator” of the Property within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or ORS Chapters 465 and 466, as amended.

(b) Indemnification. Grantor shall indemnify, defend, and hold harmless Grantee (and Grantee’s officers, employees and agents) from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Grantor and Grantor’s invitees on the Property. To the extent permitted by Article XI, Section 7 of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 to 30.300, Grantee shall indemnify, defend, and hold harmless Grantor from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from, arising out of, or relating to the activities of Grantee (or Grantee’s officers, employees and agents) on the Property, except to the extent such damages are due to Grantor’s or Grantor’s invitees’ negligence or willful misconduct, or to any breach of this Easement by Grantor or Grantor’s invitees.

7. Covenants Running With the Land. The parties acknowledge and agree that the covenants and agreements set forth in this Easement are intended to bind Grantor, Grantee, and their respective successors and assigns. The Property and the Property shall be held, conveyed, mortgaged, pledged as security for a debt, leased, used, and occupied subject to the covenants, conditions, restrictions, and other limitations set forth in this Easement (the “Restrictions”). All and each of the Restrictions are imposed as equitable servitudes upon the Property and every part thereof shall run with the land. Furthermore, all and each of the Restrictions shall be binding upon and burden, and shall inure to the benefit of, all persons having or acquiring any right, title, or interest to either the Property or the Property.

8. Amendment. Grantor and Grantee may mutually agree in writing to amend this Easement; provided that no amendment shall be allowed that will affect the qualification of this Easement or the status of Grantee under any applicable laws, including 26 U.S.C. § 170(h), as amended (or any successor provision(s) then applicable), and ORS 271.715-795. In no event shall the "economic hardship" of Grantor constitute a changed circumstance that would allow Grantor to unilaterally amend this Easement.

9. Assignment. This Easement is transferable by Grantee, but Grantee may only assign its rights and obligations hereunder to an organization that is a “qualified organization” at the time of the transfer under 26 U.S.C. § 170(h)(3) (or any successor provision then applicable) and authorized to acquire and hold conservation easements under ORS 271.715 to 271.795 (or any successor provisions then applicable). Grantee shall notify Grantor in writing, at Grantor’s last known address, in advance of such assignment. In the event that an assignee assumes the obligations of Grantee hereunder, then Grantee shall have no further liability with respect to this Easement.

10. Recording. Grantor shall immediately record this instrument, and any amendment agreed to pursuant to Section 8, in the official records of the county within which the Property is located, and in any other appropriate jurisdictions, and Grantee may re-record it at any time as may be required to preserve Grantee’s rights in this Easement.

11. Notice and Addresses. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by mail, postage prepaid, to the address set forth below. Any party may change the address to which its notices are to be sent by duly giving notice pursuant to this Section.

To Grantor: _____

To Grantee: Metro
Natural Areas Program Director
600 NE Grand Avenue
Portland, OR 97232

With a copy to: Office of Metro Attorney
600 NE Grand Avenue
Portland, OR 97232

12. General Provisions.

(a) Governing Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Oregon.

(b) Liberal Construction and Conservation Intent. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the Purpose of this Easement and the policy and purpose of ORS Chapter 271. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid. Any ambiguities in this Easement shall be construed in a manner which best effectuates the Conservation Values for the Property.

(c) Changed Circumstances. Grantor and Grantee acknowledge that future conditions may change in the areas neighboring the Property and the Property, including without limitation, increased development, land use, and zoning changes. Grantor and Grantee further acknowledge that such future conditions may result in various hardships to Grantor by virtue of the restrictions contained in this Easement, including without limitation, restrictions on the ability to develop the Property and the Property. However, Grantor and Grantee expressly intend that this Easement continue in perpetuity regardless of such changes conditions and circumstances and regardless of hardship, whether such hardship is economic or otherwise. In no event shall the hardship of Grantor constitute a changed circumstance that would allow Grantor to unilaterally terminate this Easement.

(d) Severability. If any provision of this Easement, or its application to any person, entity, or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected.

(e) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Property and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Property, all of which are merged into this Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Section 8.

(f) Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon assignment of that party's interest in the Easement or transfer of the Property, except that liability for acts or omissions occurring prior to transfer shall survive assignment or transfer.

IN WITNESS WHEREOF, the parties have executed this Easement as of the date first set forth above.

GRANTEE:
METRO, an Oregon municipal corporation

GRANTOR:

By: _____
Martha Bennett, Chief Operating Officer

[name]

[name]

State of OREGON
County of MULTNOMAH

This instrument was acknowledged before me on _____, (year) ____ by Martha Bennett as Chief Operating Officer of Metro.

Notary Public - State of Oregon

State of OREGON
County of _____

This instrument was acknowledged before me on _____, (year) ____ by [name].

Notary Public - State of Oregon

State of OREGON
County of _____

This instrument was acknowledged before me on _____, (year) _____ by [name].

Notary Public - State of Oregon

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Exhibit A to Conservation Easement – [name]

Property Description

Exhibit B to Conservation Easement – [name]

Grantor's Prohibited Uses and Activities

1. The partition, division, subdivision, or *de facto* division of the Property.
2. Residential, commercial, or industrial use, activities, improvements, or development of any kind.
3. The excavating, draining, dredging, mining, drilling, removing or exploring for or extracting of minerals, oil, gas, coal, and other hydrocarbons, soils, sands, gravel, rocks or any other materials on or below the surface of the Property.
4. The manipulation or alteration, diminution, or drainage of any natural water course, wetland, stream bank, riparian area, shoreline, or body of water on the Property, any activity that causes or is likely to cause significant pollution of any surface of subsurface waters, or any use or activity that causes or is likely to cause significant soil degradation or erosion.
5. Agricultural activities of any kind, including, without limitation, the establishment and maintenance of a livestock corral, personal gardens, row crops, haying, grazing, livestock watering, or other pasture uses.
6. The placing, filling, storing, processing, disposing, dumping, depositing, abandonment, discharging, or release of any gaseous, liquid, solid, or hazardous wastes, substances, materials, trash, or debris of whatever nature on, in, over, or under the ground or into the surface or ground water of the Property.
7. The introduction or planting of any non-native, noxious, or invasive species.

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 15-4636, FOR THE PURPOSE OF APPROVING EIGHTH ROUND FUNDING FOR NATURE IN NEIGHBORHOODS CAPITAL GRANTS

Date: June 16, 2015

Prepared by: Heather Nelson Kent, 503-797-1739
Mary Rose Navarro, 503-797-1781

BACKGROUND

Funded by the voter-approved 2006 Natural Areas bond measure, Metro's Nature in Neighborhoods capital grants program complements the bond program's regional and local elements by supporting innovative ways to help nature thrive at a neighborhood scale. Grants are awarded based on their ability to meet the program criteria and deliver strong community benefits.

Program history & status

The Capital Grants program was first announced in September of 2007. The Metro Council has previously approved seven rounds of grants, awarding \$12,104,824 to the following projects:

Land Acquisition

- Nadaka Nature Park Acquisition
- White Oak Savanna Acquisition
- Baltimore Woods Connectivity Corridor
- Baltimore Woods Phase II
- Summer Creek Natural Area Acquisition
- Lilly K Johnson Woods Expansion
- White Oak Savanna Phase II
- Lilly K Johnson Woods Expansion Phase II
- Overlook Bluff Oak Savanna Acquisition

Restoration

- Crystal Springs Partnership
- Boardman Creek Fish Habitat Restoration
- Klein Point Overlook and Habitat Enhancement
- Mount Scott Creek Restoration
- Wapato Marsh Wetland Restoration
- Trillium Creek Restoration
- Stone Bridge Restoration State Park
- Rock Creek Confluence Project
- Spring Park Natural Area Enhancement
- Beaver Creek Fish Passage & Habitat Enhancement

Urban Transformation

- Greening the Interstate 205 Corridor
- Re-greening Park Avenue Park and Ride
- Green Alley at Virginia Garcia Clinic
- Hall Creek Restoration
- One North Community Courtyard
- Gateway Green
- John Inskeep Environmental Center

Neighborhood Livability

- Nature Play at Westmoreland Park
- Conservation Corner
- Hawthorne Grove Park
- Humboldt Learning Garden
- Wildside Boardwalk in Pleasant Valley
- Nadaka Nature Park and Garden
- Let Us Build Cully Park!
- April Hill Park Improvements
- Old Town Loop Trail
- Dirksen Nature Park Improvements
- Zenger Farms
- Siskiyou Pathway
- Whitaker Ponds Nature Park
- Donald L Robertson Trail Extension

Of these 40 projects:

- Eleven (11) are completed
- Eighteen (18) are in progress
- Eight (8) are still raising matching or addressing conditions of approval
- Three (3) projects were withdrawn.

Grant Evaluation Criteria

The Metro Council defined seven key criteria for evaluating capital grants in the 2006 Natural Areas bond measure:

- "Re-nature" neighborhoods by increasing the presence and function of ecological processes
- "Re-green" urban neighborhoods to enrich peoples' experience of nature and help strengthen a physical connection to the region's ecology
- Demonstrate multiple benefits for people and natural systems
- Demonstrate cost-efficient ecological design solutions
- Increase the region's fish and wildlife inventory
- Restore and/or improve habitats of concern
- Provide universal access to the public.

Application/Review Process

Potential applicants begin the process by submitting a Letter of Interest. Letters are reviewed by staff to evaluate how strongly a potential project meets the grant criteria. Staff provides applicants with technical support, feedback and suggestions about ways to strengthen a project before inviting full applications. The Grant Review Committee, appointed by Council, reviews all full applications based on the above evaluation criteria. The Grant Review Committee engages in a thoughtful review of each application that includes staff assessments, site visits and a minimum of two committee meetings to arrive at recommendations for funding. The committee works with staff to develop conditions of approval in order to reduce project risks and strengthen project outcomes. The Metro Council decides all final grant awards.

Current recommendation and program financial status

The Grant Review Committee recommends that the Metro Council award funding to the seven projects described in Attachment A for a total of \$2,138,183 from the Nature in Neighborhoods Capital Grants Program.

With this recommendation \$13,585,780 of the \$15 million will be expended or committed to approved projects. One final round of funding is remaining to be awarded for \$1,414,220. Applications will be reviewed in 2016.

2015 Recommendation

The committee met three times during Spring 2015 and conducted site visits for each project in order to review and recommend these projects to the Metro Council. This thoughtful review process allowed the committee to identify the compelling qualities of each project and compare them against previous grant awards and outcomes. The committee's feedback to applicants included conditions of approval and other refinements to grant proposals to better achieve the goals of the program. The committee also included specific timelines for projects to meet to address these conditions and to allow a final 2016 funding round.

This group of projects address the goals of the Natural Areas bond measure and meet the intent of the Nature in Neighborhoods Capital Grants program because they:

- Invest in existing restoration efforts and build upon success
- Provide critical funding that allow projects to achieve their full potential
- Protect and restore essential habitat features and functions
- Connect people with natural areas in their neighborhoods
- Engage diverse partners.

Twelve projects were invited to submit full applications on January 29, 2015 from the 15 letters of interest received in 2014. Ten projects submitted full applications requesting \$4,082,563 in funding.

ANAYSIS/INFORMATION

1. **Known Opposition**

None.

2. **Legal Antecedents**

Resolution No. 06-3672B, "For the Purpose of Submitting to the Voters of the Metro Area A General Obligation Bond Indebtedness in the Amount of \$227.4 Million to Fund Natural Area Acquisition and Water Quality Protection" was adopted March 9, 2006.

Ordinance No. 07-1163, "Amending Metro Code Chapter 2.19 to Establish the Nature in Neighborhoods Capital Grants Review Committee, and Declaring an Emergency" was adopted November 1, 2007.

Metro Code Section 2.19.230, "Nature in Neighborhoods Capital Grants Review Committee," establishing the committee and prescribing its authority to review capital grants applications and make grant funding recommendations to the Metro Council.

Resolution No. 07-3874, "Confirming the Appointment of the Chair of the Nature in Neighborhoods Capital Grants Review Committee" was adopted December 6, 2007.

Resolution No. 07-3879, "Confirming the Appointment of Members to the Nature in Neighborhoods Capital Grants Review Committee" was adopted November 1, 2007.

Resolution No. 08-3965, "Approving First Round Funding for Nature in Neighborhoods Capital Grants" was adopted August 7, 2008.

Resolution No. 09-4027, "Confirming the Reappointment of Members to the Nature in Neighborhoods Capital Grants Review Committee, Designating the Chair, and Appointing a New Metro Natural Resources Staff Representative" was adopted February 19, 2009.

Resolution No. 09-4050, "Approving Second Round Funding for Nature in Neighborhoods Capital Grants" was adopted on August 13, 2009.

Resolution No. 10-4134, "Approving Third Round Funding for Nature in Neighborhoods Capital Grants" was adopted on March 18, 2010.

Resolution No. 11-4256, "Approving Fourth Round Funding for Nature in Neighborhoods Capital Grants" was adopted on May 19, 2011.

Resolution No. 12-4318, "Confirming the Appointment of Members of the Nature in Neighborhoods Capital Grants Review Committee" was adopted on January 12, 2012.

Resolution No. 12-4343, "Approving Fifth Round Funding for Nature in Neighborhoods Capital Grants" was adopted on May 17, 2012.

Resolution No. 13-4408, "For the Purpose of Confirming the Appointment of Members of the nature in Neighborhoods Capital Grants Review Committee" was adopted on May 30, 2013.

Resolution No. 13-4434, "For the Purpose of Approving Sixth Round Funding For Nature in Neighborhoods Capital Grants" was adopted on December 19, 2013.

Resolution No. 13-4485, "For the Purpose of Confirming the Appointment of Members of the Nature in Neighborhoods Capital Grants Review Committee" was adopted on December 19, 2013.

Resolution No. 14-4548, "For the Purpose of Approving Seventh Round Funding For Nature in Neighborhoods Capital Grants" was adopted on July 10, 2014.

Resolution No. 14-4575, “For the Purpose of Confirming the Appointment of Members of the Nature in Neighborhoods Capital Grants Review Committee” was adopted on October 30, 2014.

3. Anticipated Effects

This Resolution awards Nature in Neighborhoods capital grants and begins the individual contract award process for the selected grant applicants. Projects are from one to three years in length.

4. Budget Impacts

The resolution referring the 2006 Natural Areas bond measure to voters, approved by the Metro Council, authorized spending up to \$15 million toward this program. This is the eighth round of grants recommended for funding. The adopted FY 2015-16 budget includes the necessary appropriation authority for reimbursement of these grants.

RECOMMENDED ACTION

The Chief Operating Officer recommends adoption of Resolution No. 15-4636.