

RESOLUTION NO. 2224

A RESOLUTION APPROVING AN AGREEMENT WITH METRO ACCEPTING A NATURE IN THE NEIGHBORHOOD GRANT FOR THE URBAN RENEWAL AREA

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. Eastwinds LLC prepared a grant application with the support of City staff and the Sandy River Watershed Council to create a "Sandy River Access Plan" as the first step in an effort to address riparian and vegetated corridor (VECO) restoration of 700 lineal feet of the lower Sandy River streambank in downtown Troutdale and create community enhancements for carefully crafted access to this site.
2. Metro has determined that the proposed project meets the requirements of the grant program and has awarded the City a \$42,000 grant subject to City Council approval.
3. Eastwinds LLC is contributing all of the match (\$27,020) to this project and the City will provide staff time to administer the grant.
4. The project will help develop consensus among the key stakeholder groups and agencies regarding the restoration and public uses of the Sandy River shoreline.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE

Section 1. The city manager is authorized to sign the Metro Nature in the Neighborhoods Grant Agreement substantially in accordance with Exhibit "A" of the staff report.

Section 2. This resolution shall be effective upon adoption.

YEAS: 7

NAYS: 0

ABSTAINED: 0



Doug Daoust, Mayor

Date 8/28/13



Sarah Skroch, Deputy City Recorder

Adopted: August 27, 2013

NATURE IN NEIGHBORHOODS GRANT AGREEMENT



Metro Contract No.: 932159

THIS Contract is entered into between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 Northeast Grand Avenue, Portland, Oregon 97232-2736, and City of Troutdale whose address is 219 E. Historic Columbia River Hwy., Troutdale, OR 97060, hereinafter referred to as the "Contractor."

Metro has established the Nature in Neighborhoods grant program with the purpose of funding community projects throughout the metropolitan region. Notwithstanding any statements or inferences to the contrary, Metro neither intends nor accepts any (1) direct involvement in these projects; (2) sponsorship benefits or supervisory responsibility with respect to the events or services funded; or (3) ownership or responsibility for care and custody of the tangible products which result from the projects.

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I SCOPE OF WORK

Contractor shall perform all activities described in the Scope of Work attached hereto as Exhibit "A" (the "Work").

ARTICLE II TERM OF CONTRACT

The term of this Contract shall be for a period commencing July 1, 2013 through and including July 1, 2015.

ARTICLE III CONTRACT SUM AND TERMS OF PAYMENT

Metro shall compensate the Contractor 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."

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ARTICLE IV LIABILITY AND INDEMNITY

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

ARTICLE V TERMINATION

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

ARTICLE VI INSURANCE

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

A. 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. **Metro, its elected officials, departments, employees and agents shall be named as an ADDITIONAL INSURED.**

B. Automobile bodily injury and property damage liability insurance. Insurance coverage shall be a minimum of \$1,000,000 per occurrence. **METRO, its elected officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED.** Notice of any material change or policy cancellation shall be provided to METRO thirty (30) days prior to the change.

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

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

In lieu of the above, Metro will accept evidence of a self-insurance program. Contractor shall name METRO as an additional insured within (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

Contractor shall not be required to provide the liability insurance described in this Article only if an express exclusion relieving Contractor of this requirement is contained in the Scope of Work.

ARTICLE VII PUBLIC CONTRACTS

[Contractor shall comply with all applicable provisions of ORS Chapters 187, 279A, 279B and 279C. All conditions and terms required to be inserted into public contracts in the state of Oregon pursuant to any provisions of ORS Chapters 279A, 279B and 279C are hereby inserted by reference into this Contract and made requirements of this Contract as if such provisions were separately enumerated herein.

In particular, for public works subject to ORS 279C.800 to 279C.870, Contractor and every subcontractor shall comply with 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.

ARTICLE VIII ATTORNEY'S FEES

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

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ARTICLE IX SUBCONTRACTORS

Contractor shall contact Metro prior to negotiating any subcontracts and Contractor shall obtain approval from Metro before entering into any subcontracts for the performance of any of the services and/or supply of any of the goods covered by this Contract. Metro reserves the right to reasonably reject any subcontractor or supplier and no increase in the Contractor's compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this Contract. Contractor shall be fully responsible for all of its subcontractors as provided in Article IV.

ARTICLE X RIGHT TO WITHHOLD PAYMENTS

Metro shall have the right to withhold from payments due Contractor such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage or claim which may result from Contractor's performance or failure to perform under this Contract or the failure of Contractor to make proper payment to any suppliers or subcontractors. If a liquidated damages provision is contained in the Scope of Work and if Contractor has, in Metro's opinion, violated that provision, Metro shall have the right to withhold from payments due Contractor such sums as shall satisfy that provision. All sums withheld by Metro under this Article shall become the property of Metro and Contractor shall have no right to such sums to the extent that Contractor has breached this Contract.

ARTICLE XI SAFETY

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

ARTICLE XII INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any proposal documents including, but not limited to, Requests for Proposals, Proposals and Scopes of Work that were utilized in conjunction with the award of this Contract are hereby expressly incorporated herein by reference. Otherwise, this Contract represents the entire and integrated agreement between Metro and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed

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by both Metro and Contractor. The law of the state of Oregon shall govern the construction and interpretation of this Contract.

ARTICLE XIII ASSIGNMENT

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

CITY OF TROUTDALE

METRO

Signature

Signature

Print Name and Title

Print Name and Title

Date

Date

Scope of Work – Exhibit A

Metro Contract No.: 932159

Project title: Sandy River Access Plan
Contractor: City of Troutdale
Project Coordinator: Craig Ward
Duration: July 1, 2015
Amount: \$15,000
Match required: \$15,000

SCOPE OF WORK

The scope of work specifies the work and requirements the Contractor shall undertake as part of Metro's Nature in Neighborhoods Restoration and Enhancement grant agreement. The original grant application (see attached Attachment 1) sets forth the scope of work.

PAYMENT

The Contractor shall submit reimbursement requests for work associated with meeting the scope of work. Reimbursement requests must be submitted at least twice annually and shall not be submitted more frequently than once a month.

To request reimbursement, the Contractor will submit the following:

- Signed reimbursement request form (Attachment 2)
- Complete program budget form (Attachment 3)
- Itemized statement of all expenses incurred during the current reimbursement period.
- Invoices and/or receipts for all expenses, including those expenses that are to be counted toward the match requirement.
- One page project status summary that describes the progress to date and any unexpected circumstances encountered that will affect the project that Metro should know about (bi-annually).

All reimbursement requests should be sent to:

METRO
ATTN: HEATHER KENT
600 NE GRAND AVE
PORTLAND OR 97232-2736

Payment for this Contract shall not exceed the amount stated above and shall meet the stated match requirements in the Scope of Work to be eligible for reimbursements. Substitutions or changes in the project that have not been approved by Metro are not eligible for reimbursement

Payment shall be made by Metro on a Net Thirty (30) day basis upon approval of reimbursement request.

Scope of Work – Exhibit A

All payments are subject to audit(s) by Metro. Metro shall have full access to and the right to examine, during normal business hours and as often as it deems necessary, all of Contractor's records with respect to all matters covered by this Contract. Metro shall be permitted to audit, examine and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls and other matters covered by this Contract.

PROJECT EVALUATION/FINAL REPORT

One copy of your final report and one electronic copy will be due upon project completion and should include the following:

- 1) A written summary of grant activities and a description of the progressive steps taken to complete the project. Summary should include performance measures with outputs and outcomes specific to your project goals.
 - a) Describe the preferred design that was developed with this grant to provide public access to the Sandy River. What are the benefits of this design and why was it selected? Describe how the process for the decision was reached.
 - b) How was preservation and enhancement of riparian conditions on the site taken into account when developing and selecting the design?
 - c) What restoration planned for the site and what are the plans for future maintenance.?
 - d) Has the design been refined to a permit-level ready set of drawings? Was the goal for ADA accessibility able to be met? What are the next steps?
 - e) Describe the roles of the partners in the process and how they will work together moving forward.
- 2) The actual total budget for the project formatted as follows
 - (a) Grant funding
 - (b) Matching contributions (products and services paid for with funds other than Metro).
 - (c) In-kind contributions (products and services donated)
 - (d) Volunteer contribution (using \$20.25 per hour to calculate value)
 - (e) Total project value
- 3) Description of the volunteer contribution to the project. Include the number of work parties, number of volunteers, total of volunteer hours, and to the extent possible a description of organizations that volunteered.

Scope of Work – Exhibit A

- 4) List of partners and their contribution to the project. This includes organizations that have invested more to the success of the project than just volunteering for a work party.
- 5) Photos of the project and/or activities. If the project involves restoration, photos of before, during and after shall be included.
- 6) An outline of a maintenance plan or follow-up activities needed to ensure success, if applicable.

PROJECT ACKNOWLEDGEMENT

Metro must be acknowledged as project sponsors on any written or published material or grant product. This includes, but is not limited to: newsletters, signage, event mailings, annual reports, print or film media and news stories. The Nature in Neighborhoods program shall be recognized as Metro – Nature in Neighborhoods grant program.

OTHER

All documents, papers, time sheets, accounting records and other materials pertaining to costs incurred in connection with this Contract shall be retained by Metro and Contractor for four years from the date of completion of the Contract to facilitate any audits or inspections.

destination for the community and visitors. Recognizing the imperative of protecting and restoring the watershed habitat and VECO, they engaged the SRBWC. The City of Troutdale has substantial project involvement as a co-owner of the parcel, which is located in the city's own designated downtown URA. The city's role will predominantly be one of administration – hiring the contractors, supervising the process, ensuring the Nature in Neighborhood funds are wisely allocated, and providing Metro with all contract reports. Eastwinds Development LLC is intricately involved in the project as a co-owner of the land. Its role in the planning process is to facilitate involvement and glean input from municipal and interested parties with the goal of redeveloping its brownfield using a balanced approach that benefits both the community and nature along this critical piece of downtown waterfront. The city and Eastwinds desire to ensure the riverfront received particular attention throughout the process spawned SRBWC's specific involvement. With a mission to improve the health of the watershed for fish, wildlife and people, the non-profit SRBWC brings clear voices on the value and capacity for habitat protection in this area. The council will provide expertise in planning and design for restoration and access measures that help protect and restore the riverfront and manage recreational impacts. The council will also draw upon its expertise to help integrate this project into the basin-wide restoration taking place on the Sandy River. During the schematic master site planning process, our team will engage community groups as the Bicycle Transportation Alliance and Oregon Wildlife (Oregon Wildlife Heritage Foundation) with presentations. SRBWC will stage a tour for a stakeholder field walk of the shoreline prior to/in conjunction with the charrettes to examine historical and desired conditions and ecological goals for the reach. Properly designed river access will improve the ability of underserved communities to experience and access nature. In addition, SRBWC has partnerships with a number of area schools and educational programs for direct project involvement in future project activities such as planting activities and invasive species removal as well as long-term monitoring and scientific student involvements.

The long-term benefits of this project are significant. Restoring the riparian and VECO area with well-planned access will help protect habitat, provide a safe route for public enjoyment, and enhance the community's understanding and appreciation of nature. This prime downtown riverfront property has been used for heavy industrial and wastewater treatment purposes in the past. Careless ad-hoc pathways for fishing currently trample vegetation and a steep slope has no erosion control measures in place. Devising a way for the neighborhood to experience nature in a more sensitive way will benefit both parties. The details of how the project will be maintained long-term are still in the planning phases and this conceptual planning grant will help move that process forward. The project is indeed catalytic as it will become a new model for respecting riparian habitat in future developments along the Sandy River and be the first step in a major brownfield redevelopment that will be the flagship project of urban transformation within Troutdale's URA. The city's goal is to work toward creation of a District Plan under Metro Title 13 standards as provided for in Troutdale Development Code Chapter 4.300 VECO. The District Plan will pertain to those portions of the site within the VECO of the Sandy River and Beaver Creek, the Habitat Conservation Areas (HCA) as mapped by Metro under Title 13 and the one percent annual chance flood and floodway (regulated floodplain) as mapped by FEMA. The District Plan will be prepared in compliance with Metro Title 13: Nature in Neighborhoods Section 3.07.1330 Implementation Alternatives for Cities and Counties parts 3.07.1330.B.3 and 3.07.1330.B.4(a). The District Plan shall establish conservation, protection and restoration methods for the VECO, HCA and regulated floodplain in conjunction with upland wildlife habitat and future urban landscape.

The benefits extend far beyond the plan itself as the project: enhances neighborhood livability for all Troutdale residents and visitors with the only downtown area offering responsible recreational access to the river through public and private lands; helps reclaim a blighted and underutilized brownfield property within the UGB as a public and natural amenity; and provides a missing link in the 40-Mile Loop trail to serve the region. In addition, the riparian and VECO area's protection will dovetail with other restoration efforts along the lower Sandy River to extend reach scale and basin-wide efforts to improve the watershed's health.

SECTION A | APPLICANT INFORMATION

Project name Sandy River Access Plan

Project address NW 257th Way (site is along the Sandy River bounded by Interstate 84, the Union Pacific railroad right-of-way, City of Troutdale's former water treatment plant and Eastwinds Development LLC property).

Organization City of Troutdale

Mailing address 219 E. Historic Columbia River Highway, Troutdale, OR 97060

Contact name Craig Ward

Contact Phone 503.674.7233

E-mail craig.ward@troutdaleoregon.gov

Fiscal sponsor Eastwinds Development, LLC

Address 8440 NE Alderwood Rd., Suite A, Portland, OR 97220

Phone 503-731-3701

E-mail glenn.leier@yoshida.com

Contact name Glenn Leier, Yoshida General Council

Funding request

Nature in Neighborhoods \$ 15,000 Match funds \$ 15,000

In-kind \$ 12,020

Project total \$42,020

Project partners 3 4 5+

1. City of Troutdale

2. Eastwinds Development, LLC

3. Sandy River Basin Watershed Council

I certify that the information submitted in this grant application is correct and that I am authorized by the governing board of this organization to submit this grant application to Metro's Nature In Neighborhoods program.

Signature of responsible party 

Printed name Craig Ward

Title City Manager, City of Troutdale

Phone 503.674.7233

E-mail craig.ward@troutdaleoregon.gov

Date 3/18/13

SECTION B | PLANNING PROPOSAL QUESTIONS

Scope and Roles

Project scope: The Sandy River Access Plan strikes the balance of bringing nature and neighborhoods together by restoring a major link in the lower Sandy River streambank and recreational corridor. The story of this land is a metamorphosis of place. Once a healthy part of the watershed, the land near the river was turned into a century's worth of industrial use and eventually became a brownfield. A former wastewater treatment plant on adjacent land operated until 1996. Now, the landowners of the combined 20-acre property that includes 1,700 lineal feet of riverfront want to transform the site into a vibrant, engaging destination for the community and region-wide visitors. The project received \$200,000 for site remediation plans and clean-up to move the project forward. An essential feature of this effort for the partners is the protection and restoration of the riparian and VECO area to connect people with nature through responsible redevelopment. Fishing is a heritage use on the lower reaches of the Sandy River, which is home to many native species of fish. People wishing to fish in this area currently forge their own informal paths to the river, damaging habitat. A primary objective of the plan is to carefully craft public access and trail design to allow people to enjoy the Sandy River for angling and other recreational activities while safeguarding riparian conditions at the watershed. Restoring the riverbank will heighten its identity, preserve and enhance a sense of place, and serve as a good model for the rest of the development and surrounding areas. We request \$15,000 in planning development funds to conduct a process that involves federal, state, county, and local municipalities and Metro as well as seek input from Union Pacific and other stakeholders in the community. The result will be a preliminary plan that helps ensure the highest benefits for both watershed health and community objectives.

Partner's roles, responsibilities and contributions to success: One of the most significant aspects of this project is the diversity of its partners. The plan is guided by a true public/private partnership that capitalizes on the strengths of local governance, private enterprise and a non-profit mission. The City of Troutdale carries the responsibility of proper stewardship for publicly owned lands and, because this site is in Troutdale's URA, it has a responsibility to use the voter-approved funds wisely. A number of parcels comprise the URA: the City of Troutdale owns two parcels and Eastwinds Development LLC owns two parcels. The city and Eastwinds Development LLC mutually enlisted the Sandy River Basin Watershed Council (SRBWC) as a partner to help meet environmental objectives. Providing a community recreational amenity while protecting habitat requires a balanced approach and this team provides that perspective. The city wants to support the community's desire for fishing activities – particularly for handicapped users - in a habitat-friendly manner. Public safety is another city priority and the plan site is a fast-moving stretch of river with a steep slope. The city's role in this plan is critical to the success of the project as it will guide the trail siting and development under Metro Title 13 standards for a District Plan as provided for in Troutdale Development Code Chapter 4.300 VECO to reach consensus on solutions for strategic public use of the riverfront in concert with habitat protection. The city also has the responsibility to manage the grant and it will convene meetings, manage subconsultants, and submit reporting to demonstrate that Metro grant funds were used to perform the work. Eastwinds Development LLC is a driving force behind providing sensitive community access to the river on public and private properties despite the lack of requirements to do so. Its role will continue long after the planning effort as Eastwinds will redevelop the brownfield. Understanding the importance of this location and the neighbors' desire to experience the natural surroundings, Eastwinds' civic-minded leader is personally committed to restoring and improving the property. In addition to collaboratively working for agreeable solutions, Eastwinds is providing financial support for the effort and its participation is integral to the project's success. Restoration and conservation is the core of SRBWC's mission and it has a vested interest in improving the health of the watershed for fish, wildlife and people. The council will shepherd riparian and VECO protection and work to integrate this rehabilitation effort with the other river-wide restoration projects along the Sandy River. Recognizing that this industrially hardened shorebank constrained by regional transportation infrastructure poses a challenge, SRBWC will draw upon its expertise to assist review of access plans that restore swaths of the shore undisturbed to support and benefit habitat. The SRBWC's insights, advice and access to technical experts of the Sandy River Basin partners will greatly contribute to the plan's ecological focus.

Relation to Program Goals

The planning effort **created new relationships** by bringing together a municipal government, private developer and non-profit organization to collaborate on a unique opportunity to offer Troutdale residents and regional visitors an ecologically respectful way to enjoy the Sandy River. The diverse perspectives and insights of each entity will help ensure a balanced approach to the project.

Connects people to their watershed: A primary objective of the plan is to carefully craft public access and trail design to connect people to the Sandy River for angling and other recreational activities. An ADA-accessible platform is included in preliminary designs to assure access for all users. The SRBWC has experience in organizing tours and workshops to educate and raise public awareness of the river. The council also can assist to balance restoration goals with the bank capacity for access engage community in advancing the larger story of river restoration.

Preserve and restore fish and wildlife habitat: The lower Sandy River is home to Chinook salmon, Coho salmon, rainbow trout, steelhead, smelt and other native fish with anadromous species currently listed "threatened" under the endangered species act. For this reason, the Sandy is considered anchor habitat for Lower Columbia River salmon recovery. Currently, people wishing to fish create their own haphazard access to this portion of the river, damaging habitat. To determine the best locations for paths and fishing platforms a plan is needed to evaluate river bank's varying topography, dramatically fluctuating water level and its relationship to the rest of the property. As partners seek to rehabilitate the VECO area, they will use the plan to examine options to restore and stabilize the slope, and minimize erosion and sedimentation, configure the buffer to protect the riparian zone and remove nuisance or invasive plant species. SRBWC and Sandy River Partners have completed extensive basin-wide restoration assessments and plans as well as upstream projects that will inform this plan. The removal of invasive plants and restoration of native vegetation where possible is an important component of the project. East Multnomah Soil and Water Conservation District has offered to assist in developing stormwater management options that would achieve the greatest ecological balance. If the partners do not provide access, the public will continue to make their own trails and destroy vegetation in the riparian area. The details of how natural resource protection can be ensured as proper trail and development is designed will arise out of this planning effort.

Supports nature education and hands-on learning for school-age children: Having SRBWC as a partner opens doors to for the project to ultimately provide nature education as the council has partnerships with a number of areas schools and educational programs. These include a service corps that provides field work in restoration through Mt. Hood Community College's Project Youth Employment Support Services (YESS), a GED completion program that assists at-risk youth forge a new way of life and Alpha High School, an alternative school that helps at-risk youth learn about service learning. Engaging school-age youth could take many forms: tours, direct project involvement such as help with evasive species removal, or scientific monitoring.

Improve the ability of underserved communities to experience and access nature: In addition to engaging at-risk youth in educational activities, construction of both ADA and non-ADA fishing platforms will provide significant fishing and recreational opportunities for all metropolitan area residents. The site's proximity to public transit will help those who cannot afford vehicles experience this revived portion of the river. In addition, research shows that fishing in Oregon is a recreational sport for diverse and low-income populations and this project will serve them well.

Timeline

This timeline covers the first phase of the planning process, the schematic master site plan. Once complete, we will undertake a more detailed analysis of targeted site improvements that will include engineering and construction documentation before moving into project construction.

For the schematic master site plan, we envision a process that will take 25 weeks.

Info gathering and schematic master site plan design	6 weeks
Stage and complete charrette No. 1	1 week
Revise master plan	3 weeks
Review revised master plan with consultants/technical experts	1 week
Revise master plan	3 weeks
Stage and complete charrette No. 2	1 week
Prepare final report	6 weeks
Organize and deliver presentation to Troutdale City Council	4 weeks
Total	25 weeks

The process will include two charrettes. During charrette No. 1, the team will review the architects' initial concept with professional consultants who will provide input to guide feasibility of the master plan and address cost impacts. A design review of the plan will follow. Charrette No. 2 will be a review of the preliminary master plan with agencies, partners and stakeholders to receive comments and suggestions. After charrette No. 2, the schematic master site plan and report will be prepared and presented to Troutdale City Council.

Community Involvement and Ultimate Public Benefits of the Improvements

Community involvement: During the planning process, the team will provide presentations to actively engage community groups such as the Bicycle Transportation Alliance, Oregon Wildlife (Oregon Wildlife Heritage Foundation) and the 15-member coalition Sandy River Basin Partners to glean their input on concepts. A site tour with key stakeholders will be conducted to impart an experiential understanding of the site and issues at stake. SRBWC may draw upon its relationships with local schools to provide additional educational opportunities. The team will present a full report to City Council and Watershed Council after the master plan is complete. Community feedback during an early public presentation highlighted the community's interest in having the partners intentionally plan for and provide public access to the river. Absent the provision of designated access paths and facilities, the river bank and habitat will continue to be damaged by people making their own pathway to the river.

Public benefits: The Sandy River Access Plan site improvements will help forge a thriving, sustainable region for all by improving ecological functions and enhancing people's experience of nature. This project fits in perfectly with other community visions and objectives. Combining ecologically responsible public uses of the river and shoreline restoration achieves the goals and values of the community. Reclaiming blighted and underutilized brownfield property within the UGB as a vibrant community site ideally aligns with Metro's goals. Adjacent to commercial development and Troutdale's historic downtown, the site is in Troutdale's URA, and the partners desire to develop this parcel in a way that integrates nature into regional and local planning efforts. The plan will help move forward the city's efforts to create a District Plan in compliance with Metro Title 13: Nature in Neighborhoods Section 3.07.1330 Implementation Alternatives for Cities and Counties parts 3.07.1330.B.3 and 3.07.1330.B.4(a).

Taking critical next steps to establish a collaborative working relationship between the city and Metro will provide public benefit for citizens and the greater region. It's clear that access for the use and enjoyment of the river for fishermen, boating, swimmers, photography, and other uses will occur whether planned or not. In addition, without properly planned improvements, access for those with physical challenges cannot occur. The goal of Nature in Neighborhoods to connect people with nature inherently implies a balanced approach that serves natural, educational and recreational values. Defining strategic, thoughtful and formal access points to this section of the river helps achieve this balance by resolving conflicts among anglers, recreational river uses and preservation interests. In addition, the steep slope presents safety hazards for recreationalists and erosion concerns place the ecological character of the river at risk. Mitigating these issues through the plan will provide benefits to the public, fish, wildlife and vegetation. The public will also benefit by a living example of riverfront rehabilitation as the removal of invasive plants and restoration of native vegetation will occur throughout the area.

The prime location of this site cannot be overstated. In addition to its adjacency to Troutdale's historic downtown and commercial outlet mall, ODOT is building a pedestrian path crossing the Sandy River along I-84 near the site. The riverfront property has been identified as the location for the easternmost segment of the 40-Mile Loop Regional Trail and the western terminus of the Columbia River Gorge trail. As a result, this site is next to hundreds of miles of bicycle routes and hiking, kayaking and rafting in the scenic gorge. The proposed upland bicycle trail will offer views of the river for cyclists and its proximity to the freeway and public bus service provide easy access from the Portland metropolitan area. Safe, designated access points for all potential users while protecting the river water quality and the VECO shoreline and capitalizing on alternative modes of arrival to this destination will provide clear environmental and public benefits.

Outcomes and Measurements of Success

Outcomes of the plan are as follows:

- A schematic master site plan to restore the eastern portion of the City of Troutdale/Eastwinds property along the Sandy River including the VECO, which will be acceptable to the variety of governing regulatory agencies. The graphic site plan will serve as a communication tool to describe the issues to the public and prospective supporters and will identify and evaluate the following:
 - a. Defined limits of the VECO and riparian restoration.
 - b. A bike/pedestrian path. This path at the top of the bank will connect the planned 40-Mile Loop trail (north) with historic downtown Troutdale (south) including the access under the railroad bridge.
 - c. Between one to three Sandy River access fishing platforms; one designated as an ADA accessible platform with pedestrian access.
- A rough cost estimate for the project.
- Expansion of the list of identified stakeholders / supporters and identification of regulatory agencies and stakeholder requirements.
- Understanding of the paths for leveraged financing for the project, including tools to recruit and attain funding from public and private and non-profit sources.
- A planning document that will be used as the basis for attaining the support of capital grant funding.
- An overall schedule with an approval process flow chart.
- A greater sense of community support for access and preservation of the natural habitat along the river and the Sandy River Watershed.
- A report to Troutdale City Council.

Measurements of success: At the end of the planning process, the schematic site master plan will:

- Attract at least three new stakeholders/partners in which to team with for the capital improvements.
- Achieve letters of support from stakeholders and public agencies responsible for various aspects of the Sandy River's diverse issues.
- A clear roadmap of the next steps for implementation, including entitlements, easements, land transfer and approvals from all required agencies and bodies.
- Support from the Troutdale City Council.

SECTION C | PROJECT BUDGET

ACTIVITY	NIN FUNDS REQUESTED	MATCHING FUNDS	IN-KIND	Contributors (List name and amount)	TOTAL
Personal services					\$12,590
City of Troutdale: Community Dev. Dir. City Manager City Staff			\$1,200 \$600 \$300	City of Troutdale \$2,100	
Eastwinds Development: Project Manager			\$ 4,800	Eastwinds Dev. \$4,800	
Sandy River Basin Watershed Council Executive Director Staff	\$900 \$1600				
Additional SRBWC services of Executive Director, Partners, Staff, and Board Preparation and Participation at Charrettes			94 hours @ an average of \$34/hour (see budget narrative for details)	Sandy River Basin Watershed Council \$3,190	
Volunteer labor					
Professional services					\$26,000
Master planning / Facilitation		\$15,000		Eastwinds \$15,000	
Civil Engineering	\$3,000				
Landscape	\$3,000				
Architecture	\$3,000				
Riparian Consultant	\$2,000				
Cost Estimator					
Materials & supplies					\$2,200
Printing- Reprographics	\$1,500		\$50	City of Troutdale \$50	
Charrette Supplies			\$500 \$150	Eastwinds \$650	
Transportation/ travel costs					
Indirect costs¹					
Grant Administration			\$480	City of Troutdale	\$480
Other					
Room Rental - Two Charrette Sessions			\$750	City of Troutdale	\$750
TOTALS	\$15,000	\$15,000	\$12,020		\$42,020

¹ Costs are reimbursable up to 10% of total award; match up to 10 % of total project costs.

SECTION C | BUDGET NARRATIVE

Personal Services (salaries/administration):

1. The City of Troutdale will provide the following in-kind services. Community Development Director will participate in charrettes and general project review, working 20 hours at \$60/hour = \$1,200. City Manager will participate in charrettes, working 10 hours at \$60/hour = \$600. City Staff will provide 10 hours of support throughout the planning process; 10 hours at \$30/hour = \$300.
2. Eastwinds Development Project Manager will participate in all phases of the planning process, working 80 hours at \$60/hour = \$4,800. These services will be provided in-kind by Eastwinds.
3. Sandy River Basin Watershed Council (SRBWC) Executive Director will participate in charrette preparation, research and review working 20 hours at \$45/hour = \$900. SRBW Coordinator will provide charrette preparation, research and review working 64 hours at \$25/hour = \$1,600. In addition, SRBWC Partners will provide 40 hours of volunteer participation in two charrettes - 40 hours at \$40/hour = \$1,600. SRBWC Executive Director will provide in-kind services by participating in two charrettes working 12 hours at \$45/hour = \$540; and SRBWC staff and board will provide in-kind charrette services working 42 hours at \$25/hour = \$1,050.

Professional Services (activity/amount):

1. Master Planning/Facilitation. Architects will provide master planning design, project coordination, and participation at all charrettes and meetings and final deliverables. Eastwinds will provide matching funds for 100 hours at \$150/hour = \$15,000.
2. Civil Engineering will participate in Charrette #1 and review and provide feedback of the revised master plan working 20 hours at \$150/hour = \$3,000. *This preliminary engineering time is intended to have relevant engineering personnel participate to clearly identify next steps, such as hydrologic and other analyses, and help define the future costs of the project's subsequent complex river engineering work related to permit-level design related to the streambank and river corridor.*
3. Landscape Architecture will participate in Charrette #1 and review and provide feedback of the revised master plan for 20 hours at \$150/hour = \$3,000.
4. Riparian Consultant will participate in Charrette #1 and review and provide feedback of the revised master plan for an estimated 20 hours at \$150/hour = \$3,000.
5. Cost Estimator will provide Rough Order of Magnitude Cost Estimate for the proposed master plan for an estimated 16 hours at \$125/hour = \$2,000.

Materials and Supplies:

1. Printing and Reprographics for handouts, display materials and final report. City of Troutdale is requesting \$1,500 Nature in Neighborhood grant funds and will provide \$50 of in-kind printing. Eastwinds will provide \$500 of in-kind services for printing and reprographics.
2. Charrette Supplies: Eastwinds will provide \$50/per meeting for a total of \$150 for supplies, snacks and refreshments.

Transportation/Travel

1. There will be no transportation or travel costs.

Indirect/Overhead:

1. Grant Administration: City of Troutdale staff will provide 16 hours at \$30/hour = \$480 of in-kind grant administration.

Other:

1. Room Rental: City of Troutdale will provide \$750 of in-kind charrette meeting room space (Charrette #1 will be 3.5 hours at \$100/hour and Charrette #2 will be 4 hours \$100/hour. 7.5 hours total @ \$100/hour = \$750.



CITY OF TROUTDALE

"Gateway to the Columbia River Gorge"

March 14, 2013

Metro
Attn: Kristin Blyler
600 NE Grand Ave.
Portland, OR 97232

Dear Nature in Neighborhood Selection Committee Members:

The City of Troutdale is submitting the attached application for Metro's Nature in Neighborhood (NIN) grant funds for the project we call the "Sandy River Access Plan." The City owns 13 of the 20 acres within its Riverfront Redevelopment Site in the heart of Troutdale's town center. The property is located within an urban renewal district that was created in 2006 to assist in making this site ready and available for redevelopment. This grant application has been prepared in collaboration with the Troutdale Urban Renewal Agency, the Sandy River Basin Watershed Council and Eastwind Development (owners of the site's remaining seven acres) in preparation for redevelopment within the next five years. It is crucial that the development of Troutdale's Urban Renewal Area, which fronts on the Sandy River, be developed in collaborative and sustainable manner, that this grant will facilitate.

The Troutdale City Council and Urban Renewal Agency fully support this application for NIN funding and urge your favorable consideration of our request.

Sincerely yours,

A handwritten signature in cursive script that reads "Doug Daoust".

Doug Daoust, Mayor
City of Troutdale



March 14, 2013

Metro
Attn: Kristin Blyler
600 NE Grand Ave.
Portland, OR 97232

Dear Nature in Neighborhoods Selection Committee Members:

Eastwinds Development, LLC ("Eastwinds") is pleased to provide this letter of support for the Sandy River Access Plan as detailed in the Nature in Neighborhoods grant application submitted by the City of Troutdale. Eastwinds, previously Eastwind Development, LLC, is a limited liability company formed in Oregon in 1998 to purchase, own, and develop this property. In the grant application, Eastwinds has the roles of major partner, fiscal sponsor, and landowner. This letter serves as a letter of support for each of these three roles.

Eastwinds owns, in Troutdale's Riverfront Redevelopment Site, about seven acres of property including a portion of the property along the Sandy River. The City of Troutdale owns the other portion of the property along the Sandy River. As a landowner of part of the riverbank, Eastwinds collaborates with the City of Troutdale and Eastwinds is committed to developing this riverbank site. Because of this public/private collaboration between landowners, Eastwinds is a major sponsor in the grant application to gather information, plan and address riparian and vegetated corridor restoration. This Plan will assist the major sponsors in seeking input from various governmental agencies and stakeholders for creative and innovative ways to blend nature and river access into a development site.

Matching funds will be provided by Eastwinds as a fiscal sponsor of the grant. In addition, Eastwinds will also provide, on an in-kind basis, project management, printing and supplies. Eastwinds is committed enthusiastically to providing these matching funds and resources in support of the grant application.

We respectfully request your consideration of this grant application, which Eastwinds fully supports as major sponsor, fiscal sponsor, and landowner. Please let us know if you have any questions or would like any additional information.

Sincerely,
Eastwinds Development, LLC

A handwritten signature in black ink, appearing to read "Junki Yoshida".

Junki Yoshida
Manager



P.O. Box 868 Sandy, OR 97055

March 14, 2013

Metro
Attn: Kristin Blyder
600 NE Grand Ave.
Portland, OR 97232

Dear Nature in Neighborhood Selection Committee Members:

The Sandy River Basin Watershed Council is pleased to communicate our commitment to participating in development of the Sandy River Access Plan as proposed by the City of Troutdale and Eastwinds Corp. The Council is committed to participating in planned charrettes and stakeholder dialog to consider restoration and design of the vegetated corridor in the City's proposed redevelopment zone along the Sandy River.

The Council is a 501(c)3 non-profit whose mission is to restore and protect the natural, cultural and historic resources of the Sandy River Basin, including the Sandy and its tributaries the Salmon, Zigzag, and Bull Run Rivers. The Sandy serves as anchor habitat for ESA listed wild salmon and steelhead, as well as a cherished recreational corridor and source of water supply much of the community in Metro's territory.

The Council is engaged in projects to improve conditions for recovery of threatened Lower Columbia salmon, including in-river, riparian and educational activities at Oxbow Park in partnership with Metro and the US Bureau of Land Management, and in Beaver Creek and the Sandy River Delta, areas adjacent to the proposed project reach. The Council coordinates restoration activities with a broad range of organizations through the 15-member Sandy River Basin Partners, aligning those restoration efforts with basin-wide priorities and plans.

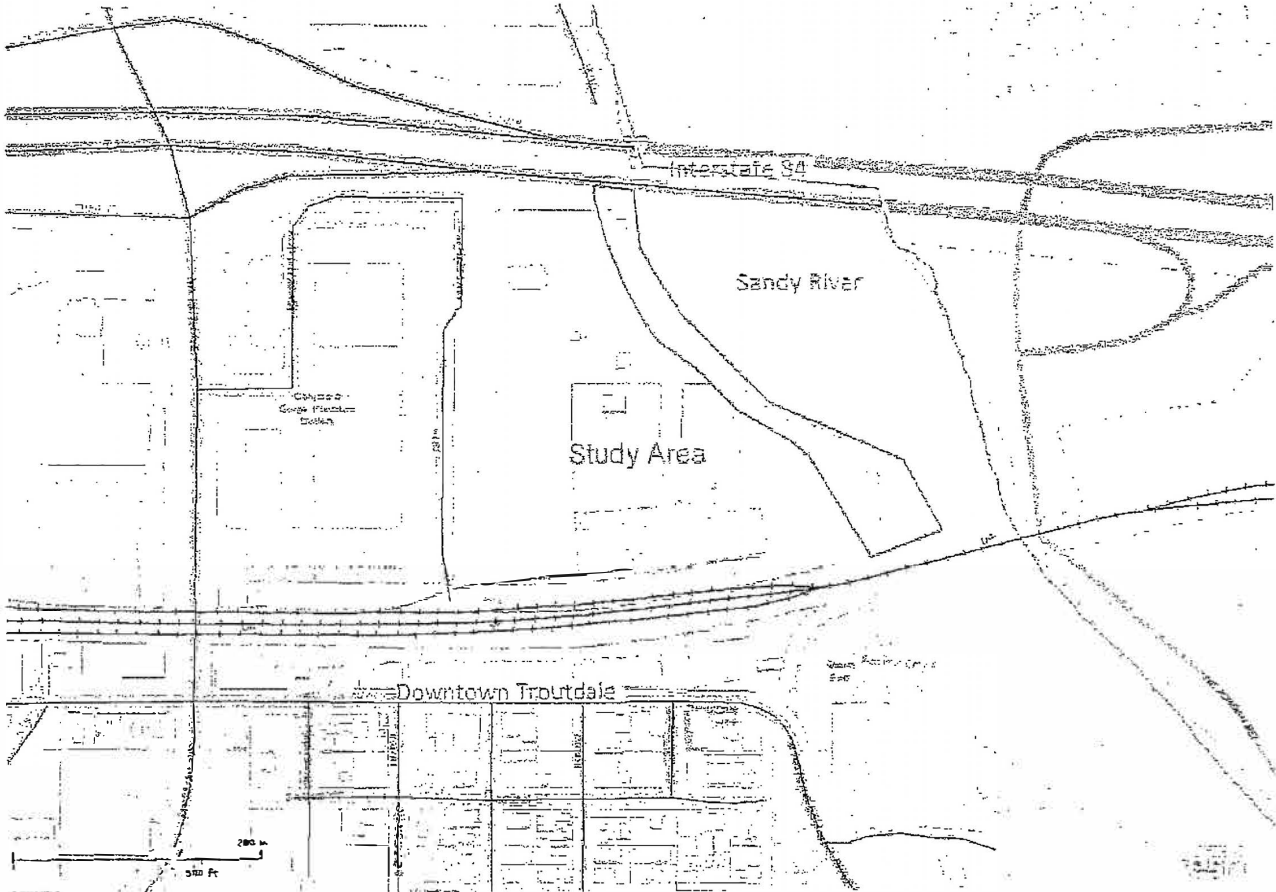
The Council will help engage Sandy River Basin Partners restoration and technical experts in proposed project activities reviewing the potential for restoring the Troutdale streambank, as well as ways to integrate on-site restoration with other restoration efforts in the Lower Sandy. We will assist with recruiting stakeholders and organize a field tour or tours of the site as part of the project, and will contribute to the project's assessment of restoration potential and strategies to maximize the ecosystem function in the project area plans.

The restoration of the Sandy River shoreline in the proposed project area would reconnect a key piece of the Lower river's ecology, along with recreational corridor that has regional significance. We would be pleased to answer any questions you may have about the restoration potential and ecosystem values of the area, and would appreciate Metro's support for the planning phase of this project.

Sincerely,

Steve Wise
Executive Director

SANDY RIVER ACCESS PLAN MAP



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NATURE IN NEIGHBORHOODS GRANT AGREEMENT



REQUEST FOR RELEASE OF FUNDS

Grantee Name: _____

Grantee's Fiscal Agent: _____

Contract Number: _____ Project Name: _____

In accordance with the terms of the Grant Agreement, I request funds as follows:

Payment Request Number _____ OR Final Request _____

NOTES:

- Metro tracks grant expenses by the budget categories outlined in the grantee's application. Costs listed in the attached table should therefore reflect the project expenses estimated in the grantee's original proposal.
- **Documentation must be attached for all project expenses** – costs for which reimbursement is being requested, as well as all matching cash/in-kind materials & services/volunteer labor values of the project.
- All checks will be made payable to Grantee's Fiscal Agent. Grantee and Fiscal Agent are responsible for paying vendors directly.
- 5% of the total grant funds will be withheld until submission of the final report.
- If you have any questions about grant billing, contact Heather Kent 503-797-1793 (Fax # 503-797-1849)

I declare that this statement, the attached table and the accompanying documentation are, to the best of my knowledge, true, correct and complete.

Grantee's Authorized Signature: _____ Date: _____

Please forward this request to Metro's Grant Coordinator for signature below.

TO BE COMPLETED BY METRO STAFF:

I find this request to be consistent with the Grant Agreement and all funding conditions have been met.

I approve this Reimbursement Request for \$ _____

Metro Grant Coordinator: _____

Date: _____

**2013 RESTORATION ENHANCEMENT GRANT
ITEMIZED REIMBURSEMENT FORM**

Attachment 3

PROJECT NAME:

CONTRACT NUMBER:

DATE:

2013 AWARD	BUDGET		HISTORY		NEW PROJECT EXPENSES			
	1. APPROVED BUDGET	2. APPROVED BUDGET	3. TOTAL REIMBURSEMENT REQUESTED TO DATE	4. GRANT FUNDS AVAILABLE	5. REIMBURSEMENT REQUEST	6. MATCH		7. GRANT FUNDS REMAINING
	TOTAL PROJECT	NIN GRANT FUNDING	(prior to this submission)	(prior to this submission)	PROVIDE DOCUMENTATION	A. CASH	B. IN-KIND	(after this submission)
						PROVIDE DOCUMENTATION		
PERSONAL SERVICES (SALARIES & ADMINISTRATION)								
VOLUNTEER LABOR (\$21.79 /hour)								
PROFESSIONAL SERVICES								
MATERIALS & SUPPLIES								
TRANSPORTATION & TRAVEL								
INDIRECT/OVERHEAD								
OTHER (ITEMIZE)								
SUBTOTAL						total cash match	total in kind match	
TOTAL					TOTAL REIMBURSEMENT REQUEST []	TOTAL MATCH []		