



Gregory L. Geist
Director

February 11, 2016

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between
Clackamas County Service District No. 1 and Metro for a
Natural Areas Capital Grants Program Award

Purpose/Outcome	To approve an Intergovernmental Agreement allowing CCSD#1 to accept grant monies from Metro for the Mt. Scott Creek Oak Bluff Restoration Project.
Dollar Amount and Fiscal Impact	The estimated total project cost is \$531,768, with \$175,228 awarded by the Metro grant and \$356,540 in matching funds from CCSD#1. There is no impact on the adopted CCSD#1 budget.
Funding Source	CCSD#1 Surface Water Capital Fund. No General Funds are required for this project.
Duration	Grant agreement expires December 31, 2019.
Previous Board Action	The Board approved submittal of the grant application at the January 15, 2015 Business Meeting, agenda item 011515 IV. 1.
Strategic Plan Alignment	1. Project will honor, promote, invest in and improve natural resources on the site, thereby improving watershed health. 2. Project creates and supports healthy streams, aligning with the purpose of the Watershed Protection Program.
Contact Person	Gail Shaloum, Environmental Policy Specialist, 503-742-4597
Contract No.	N/A

BACKGROUND:

Clackamas County Service District No. 1 was successful in its application for a Metro Nature in Neighborhoods Capital Grant for \$175,228 for the Mt. Scott Creek Oak Bluff Restoration Project. With Board approval, CCSD#1 and its partners will develop engineering plans, obtain conservation easements, obtain permits, and construct the restoration project. The grant requires a 2:1 match and funds would be available once both parties have signed the IGA. None of these funds impact the County General Fund.

The purpose of the project is to improve the resiliency of Mt. Scott Creek from SE 82nd Avenue east to I-205, consistent with WES Watershed Protection Program's overarching goal to minimize the impacts of development on water resources and also with actions in the Kellogg-Mt Scott Creek Watershed Action Plan (WAP). This project is designated as high priority in the WAP and helps CCSD#1 to meet state and federal regulations. The project area consists of a stream corridor over approximately 3,000 linear feet of stream, as well as adjacent wetland areas. This project will

provide increased flood storage in the floodplain, reduce erosion, improve water quality and create healthy riparian and upland habitats.

The project will occur in a commercial area on several parcels of land, two of which are owned by CCSD#1. The other parcels are owned by four private landowners who would provide conservation easements surrounding the stream areas. We had conversations with the landowners and surrounding businesses and have either written or verbal agreement at this time. Landowners are Costco Wholesale Corp., Copper Mountain Trust Co., Bre Timberwolf Property Owner LLC (Courtyard Marriott) and Scotleaseco. Surrounding businesses include Precision Castparts, Providence Health & Services and the State of Oregon Crime Lab and Medical Examiner. Work will include engineering design, permitting, installation, outreach to businesses, hands-on science education for nearby Clackamas Web Academy and partnership with the North Clackamas Urban Watersheds Council. The agreement with Metro has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends the Board approve and sign this Intergovernmental Agreement with Metro for Natural Areas Capital Grants Program award.

Respectfully submitted,

Gregory L. Geist, Director
Water Environment Services

INTERGOVERNMENTAL AGREEMENT

Project: Natural Areas Capital Grants Program

Contract No. _____

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 Clackamas County Service District No. 1, a county service district formed under ORS 451, located at 150 Beaver Creek Road, Oregon City, Oregon 97045 (“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 Mt. Scott Creek/Oak Bluff Reach Restoration (the “Project”) as more specifically identified within the Scope of Work attached hereto as Exhibit A (the “Work”);

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

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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. The monetary value of the Project that is recorded as a capital asset shall be no less than the amount of the grant award that is actually provided to the Grant Recipient. Until June 30, 2027 or the date upon which all Bond debt related to Project is retired, whichever occurs earlier, 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

INTERGOVERNMENTAL AGREEMENT

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.

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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 December 31, 2019. 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

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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. If the default is of such a nature that it cannot reasonably be cured within 30 days, Grant Recipient shall have such additional time as required to cure the default, as long as it is acting in a reasonable manner and in good faith 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

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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.

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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

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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;

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(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

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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.

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Grant Recipient's Designated Representatives:

Gregory Geist
Director, Water Environmental Services
Clackamas County
150 Beaver creek Road
Oregon City, Oregon 97045

with copy to:

County Counsel
c/o Water Environment Services
150 Beaver creek Road
Oregon City, Oregon 97045

Metro's Designated Representatives:

Natural Areas Bond Program Manager
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

INTERGOVERNMENTAL AGREEMENT

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.

INTERGOVERNMENTAL AGREEMENT

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

Clackamas County Service District No. 1

METRO

Signature

Martha Bennett

Metro Chief Operating Officer

Print Name: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM BY:

Signature

Hope Whitney

Senior Assistant Metro Attorney

Print Name: _____

Title: _____

Date: _____

Date: _____

Mt. Scott Creek-Oak Bluff Reach Restoration Project

Nature in Neighborhoods Capital Grant Proposal



Nature in Neighborhoods Capital Grants Cover Sheet

Organization, project and contact information

Please complete the information below using no more than two pages

Check one:

- Letter of Interest
 Full Application

Project Name	Mt. Scott Creek Oak Bluff Restoration
Project's location/site address or other location information	Mt. Scott Creek between I-205 and SE 82 nd Ave, south of SE Oak Bluff Dr, across from Costco at 13130 SE 84 th Ave.
Applicant Organization	Clackamas County Water Environment Services on behalf of Clackamas County Service District No. 1 (CCSD#1)
Is organization a 501(c)(3)? If yes, what is the EIN?	No
Is organization the government agency that will own the project?	Yes, CCSD#1 will own part of the project and hold conservation easements over privately owned portions of the project.
Contact Person	Gail Shaloum
Address	150 Beaver Creek Rd, Suite 430, Oregon City, OR 97045
Phone	(503) 742-4597
Email	gshaloum@clackamas.us
Public Agency (if different from applicant organization)	same
Contact Person	
Address	
Phone	
Email	
Project Summary	Work with NCUWC, ODFW and NCPRD to improve fish and wildlife habitat by installing large woody debris (LWD) and replacing invasive vegetation with native plants. Engage surrounding businesses in stewardship. Leverage existing partnerships and programs to control weeds, plant native vegetation and using site for environmental study by local schools in Watershed Health Education Program.
Category Under which program category does your project best fit? (Select one only).	<input checked="" type="checkbox"/> ReNature – increases and/or recovers ecological functions and processes in order to protect water quality and enhance habitat <input type="checkbox"/> ReGreen – increases the appearance of and access to nature in order to enrich community vitality and help strengthen the physical connection to the region's ecology
Funding	Amount requested: \$175,228 Match funds: \$356,540 In-kind match: \$56,680 Total program budget: \$531,768

Mt. Scott Creek Oak Bluff Reach Restoration Project

Nature in Neighborhoods Capital Grant Project Proposal

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- 1. Location map
- 2. Conceptual Site Plan
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- 4. Preliminary cost estimate
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Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Gregory Geist
Interim Director

January 21, 2015

Mary Rose Navarro
Natural Areas Grant Coordinator
Metro- Nature in Neighborhoods
600 NE Grand Ave
Portland, OR 97232

Dear Ms. Navarro and Grant Committee,

Clackamas County Water Environment Services is excited to submit this proposal for the Mt Scott Creek-Oak Bluff Reach Restoration Project to the Nature in Neighborhoods Capital Grants Program.

WES and its partners seek to improve water quality and restore aquatic habitats in a degraded reach of Mt Scott Creek. This site provides a significant opportunity to enhance a remaining natural area in a very urbanized, highly impervious area. The project will provide essential habitat for federally-listed T&E fish species, improve access for the public, and increase opportunities for environmental education and stewardship at the site.

This project will link to existing activities being conducted throughout the Kellogg-Mt Scott Creek watershed by WES and its partners, including the North Clackamas Urban Watersheds Council and North Clackamas Parks and Recreation District. The project will provide environmental benefits, community benefits and strengthen existing partnerships. Thank you for considering this proposal and we look forward to hearing from you soon.

Sincerely,

Gregory Geist
Interim Director, Clackamas County Water Environment Services



Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

Gregory Geist
Interim Director

January 21, 2015

Metro
Mary Rose Navarro
Natural Areas Grants Coordinator
600 NE Grand Ave.
Portland, OR 97232

Dear Mary Rose:

Clackamas County Service District No. 1 (the District) confirms that the Mt Scott Creek Oak Bluff Reach restoration project will become a capital asset of the District upon completion of the project and an update of the existing temporary conservation easement with landowners. The project will improve District assets and these improvements have a useful life of more than one year. Therefore, the project fulfills the requirements of the District to produce and record a capital asset once an update of the existing conservation easement occurs. This project is consistent with Generally Accepted Accounting Principles and the policies and procedures of the District.

In addition, the District will enter into an Intergovernmental Agreement with Metro as we have done on two prior projects.

If you have further questions, please contact me at (503) 742- 4604.

Sincerely,

Jody Packnett
Administrative Services Manager
Clackamas County Service District No. 1

Project narrative

Project background: Mt. Scott Creek is a tributary to Kellogg Creek and the Willamette River and home to a variety of threatened and endangered (T&E) fish species including salmon, steelhead, and cutthroat trout. The Kellogg-Mt. Scott Creek (KMS) watershed encompasses approximately 10,000 acres in northwestern Clackamas County. Streams in the watershed have been impacted by urban development. Most of the watershed is currently used for single family residential, commercial, industrial, multi-family residential and open space. The watershed is well built-out, with less than 10 percent of the watershed available for further development. It was estimated to be 39 percent impervious in 2007. Clackamas County Water Environment Services (WES), on behalf of Clackamas County Service District No. 1 (CCSD #1), owns a 2.74-acre property along Mt. Scott Creek, part of a larger collection of properties known as the Mt. Scott Creek Oak Bluff Reach that includes approximately 3,270 feet of the creek and associated floodplain and riparian areas. WES owns or has easements on private property from 50 to 150 feet wide around the stream that encompass approximately 12 acres. WES anticipates working with private property owners, partnering organizations and the community to complete restoration of the site. Costco Wholesale Corporation owns the majority of the private property.

WES currently works with nearby Clackamas Web Academy through our Watershed Health Education Program (WHEP) and would bring students to this site to conduct hands-on scientific studies and stewardship learning activities. WES also frequently partners with the non-profit North Clackamas Urban Watersheds Council (NCUWC), North Clackamas Parks and Recreation District (NCPRD) and Friends of Trees, as proposed on this project. The project will also include outreach to the surrounding businesses and community to encourage participation in the project and stewardship of the environment.

The site is located within the Urban Growth Boundary and provides a significant opportunity to preserve and enhance wetland and stream habitat in a highly urbanized, commercial environment, much of which was developed before stormwater controls were required—making protection and restoration of this remaining habitat so critical. The Mt. Scott Creek Oak Bluff Reach Restoration will enhance and maintain the site as a stream-wetland-floodplain complex that can provide necessary spawning, rearing, and holding habitat in the very urban KMS system. Successfully engaging businesses in this project may also result in improved stormwater treatment facilities on surrounding properties.

The WES KMS Watershed Action Plan (WAP) was prepared in 2009 to help identify and prioritize watershed health activities and to guide investments. High priority stream reaches were identified based on watershed health conditions, potential partnering opportunities, and results from an Oregon Department of Fish and Wildlife (ODFW) fish survey/habitat assessment. The WAP rated this site as an intermediate priority for restoration, and it is the second highest priority project in the ODFW report after the lowest reach of Rock Creek, which WES is currently addressing. In addition, the project is supported by the overarching goal of the WES Surface Water Management Program: Minimize the effects of urbanization on hydrology and water resources.

Water quality data for this reach indicates poor in-stream temperature, low BMP treatment and poor levels of nitrates. Temperature issues may partially be the result of a pond caused by a beaver dam.

Beaver dams have been known to be built in this reach on an annual basis over the past five years. Note that beavers also provide habitat benefits.

Hydrologic analysis of the reach shows poor percent coarse substrate. Aquatic habitat data show poor percent pools and deep pools; there are no riffles. The reach is rated fair for hydromodification risk for the 2- and 10-year storm events. Entrenchment ratio and other geomorphic factors are rated as poor. The ODFW assessment calls for in-stream habitat enhancement, adding LWD to improve stream habitat complexity and geomorphic stability. Geomorphic stability is important since this stream reach is surrounded by businesses and has already begun the process of downcutting and widening. The project team would continue to work with ODFW and surrounding landowners as the project is designed.

WES conducted a habitat assessment in June 2013 to identify site-specific improvements that would enhance water quality and fish and wildlife habitat. WES staff also met with NCUWC members and representatives of the surrounding businesses to present project ideas and request feedback. The resulting Concept Plan prioritizes management actions needed to protect and improve the site. Using the Concept Plan and technical guidance from ODFW, as well as the information from other landowners and partners, the following overall goals were identified:

- 1) Improve in-stream and riparian habitats, and enhance ecological functions and diversity
- 2) Provide watershed health awareness, stewardship and educational opportunities to the community, including pedestrian access

Preliminary design concepts include:

1. Install LWD to slow in-channel velocities and dissipate energy during high flow events; provide for hydraulic diversity and improve in-stream habitat features; and trap sediment/create pools for fish spawning, foraging for insects, and hiding/resting for juvenile fish
2. Plant stream banks to reduce landslides triggered by stormwater discharges and to stabilize stream banks and beds
3. Remove non-native invasive plant species in the riparian and wetland areas
4. Plant native vegetation to increase shade, reduce temperature and improve habitat diversity
5. Improve access for the public, including school groups and others with an interest in environmental education and observation at the site

WES plans to expand its work with students on the site, especially with Clackamas Web Academy, which is within walking distance. Students will visit the site as part of the WHEP curriculum, developed for science teachers to use in schools within WES districts. Students may perform macro-invertebrate monitoring, water quality monitoring and other in-the-field environmental studies. They will also learn to identify native and invasive vegetation, remove invasive species and plant native plants.

WES partners with NCUWC and other groups to establish and protect riparian corridors at many sites throughout the watershed through its RiverHealth Stewardship Grant Program. In addition, the project would include coordination and in-kind donations from some of the surrounding businesses that would provide employee volunteer teams. We have had conversations with PCC Structurals, Costco, ScottLeaseCo, Quest Property Management and Oregon Dept of Administrative Services (owner of crime

lab) and tenants to recruit volunteers and contributions. ODOT and the Clackamas CPO have also expressed an interest in contributing to the project. Five of the seven surrounding property owners have expressed support for the project. The project occurs on land owned by CCSD#1, Costco, ScottLeaseCo and Quest. Two surrounding landowners have not yet responded to outreach efforts, but did give permission to access their properties during the habitat assessment.

The population that would benefit from the project includes students, employees of surrounding businesses, community residents, and visitors walking the trail between I-205 and SE Oak Bluff Rd.

Once our conservation easement is amended, we will have the ability to capitalize work done within approximately 12 acres surrounding the stream. We have begun discussions with property owners to expand the reach of the existing easement to capitalize the vegetation work outside of the stream corridor. Grant funds would cover only work within the easements.

Scope of work

WES and partners seek to improve water quality and restore aquatic habitats in Mt. Scott Creek, with in-stream habitat treatments and restoration of native vegetation on adjacent riparian, floodplain and wetland habitat. The improvements will include installing LWD, removing invasive vegetation and replacing it with native plants. This project will provide the environmental benefits of improved in-stream habitat complexity, stabilization of the stream bank and bed, reduced erosion, improved water quality and healthy riparian and wetland habitats. Specific tasks are outlined below.

Task 1: Design and Permitting: WES will contract with consultants, oversee the development of permit applications and the completion of the design plans with technical input/review by ODFW. Deliverables:

- Write and publish RFP, contract with and oversee design and permitting consultant
- Topographic survey, archaeological assessment and wetland delineation if required
- Hydrologic and hydraulic analysis to determine design flows and water surface elevations
- Permit applications to DSL, USACOE and Clackamas County
- Construction documents, including plans, specifications and cost estimate.
- Provide technical assistance during construction

Task 2: Outreach to Private Landowners and Stakeholders: WES and NCUWC will work closely with the private landowners and partners to inform, coordinate, and facilitate project activities. Deliverables:

- Work with 3 to 4 private landowners to secure a new or amended easement with language to satisfy capitalization requirements
- Work with 3 to 4 private landowners and secure landowner agreements for properties where in-stream and/or revegetation project work will occur or for construction access
- Coordinate project activities with landowners, partners and stakeholders including giving presentations to interested groups and providing opportunities for input into design
- Coordinate volunteer activities between Friends of Trees, NCUWC, the CPO and up to seven surrounding businesses

Task 3: Construction: WES will hire contractors and oversee construction activities. Deliverables:

- Conduct bidding process and hire construction contractor
- Oversee and manage construction progress, in cooperation with design engineer
- Manage vegetation including site prep, plant installation and maintenance phases (Note: Maintenance will extend beyond grant period)
- Work with Friends of Trees and NCUWC to conduct volunteer planting events (Note: Some planting to be completed by volunteers and some by contractor)

Task 4: Budget Management and invoicing: WES will work to manage overall project budgets and individual sources of funding, and prepare invoices. Deliverables:

- Invoices with description of work completed and backup for expenses in required format

Task 5: Monitoring and reporting: WES will conduct photo-point monitoring and habitat survey with ODFW assistance and provide reporting in required format. Deliverables:

- Monitoring report

WES will enter into agreements with the selected consultant, successful bidding contractor, and Friends of Trees. Tasks will be further refined in those agreements.

Evaluation criteria

ReNature criteria: This project meets goals listed under “ReNature” most closely, as follows:

1. The project will increase ecological functions and improve ecological processes contributing to ecosystem health by enhancing diverse riparian vegetative structure and stream character. The project will provide essential habitat for federally-listed T&E fish species, as well as resident fish species with in-stream habitat structures; it will also benefit birds and wildlife by enhancing vegetative diversity and increasing native plant cover, especially Oregon white oaks. The project will enhance wetland functions by creating a backwater area for flood storage. As a remaining stream corridor in a very urbanized area, this is considered a habitat of concern that will be protected from the impacts of urban development.

WES is in the process of developing a retrofit strategy aimed at slowing and cleaning runoff entering the stream from developments in the basin. We are currently offering a cost-share retrofit program for the Clackamas Regional Center area. In addition, we have installed a rain garden and improved existing swales at three schools. In 2015, we also plan to install a rain garden and stormwater planter at Clackamas High School. These schools are included in the WES WHEP.

ODFW sampling in 2008 included presence/absence surveys, in which the following species were collected in Mt. Scott between the confluence of Dean Creek and 200 ft downstream of Sunnyside Road:

Brook lamprey	1	Rainbow trout	25
Unidentified ammocoete	2	Steelhead	6
Unidentified lamprey	2	Unidentified salmonid	61
Speckled dace	5	Unidentified salmonid fry	2
Redside shiner	27	Prickly sculpin	1
Unidentified sucker	6	Riffle sculpin	46

Cutthroat trout	49	Reticulate sculpin	93
Coho salmon	6	Unidentified sculpin	198

Measures will be taken to minimize impacts to these species, which include: construct during the summer low-flow in-water work window, when migrating salmonids are not expected to be present; work with ODFW to rescue any fish present from the stream before construction begins; isolate work area and use nets to exclude fish from construction activities; and use erosion & sediment control and other construction best management practices to minimize turbidity in the stream.

2. The project will contribute to ecological benefits beyond the project itself. This project is defined in existing plans (WAP 2009 and ODFW 2009) as one of many actions that will lead to overall watershed health. It will also complement ongoing efforts throughout the Kellogg-Mt. Scott watershed (e.g., projects at SE Cedar Way and North Clackamas Park) to improve and protect riparian corridors. In addition, it brings together nonprofits, government agencies, businesses and students to provide ecological study and service opportunities to students and community volunteers on an ongoing basis. Finally, NCUWC volunteers and staff will also work to engage adjacent property owners in related voluntary actions, such as installing LIDA retrofits.

The project also meets many goals of the Regional Conservation Strategy: controlling invasive species and enhancing native vegetation, enhancing biodiversity corridors, restoring ecological functions and processes, involving citizens in protecting and managing natural areas, increasing the permeability of the overall urban landscape for fish and wildlife, reducing impacts on natural areas, protecting T&E species of fish, promoting stewardship of wildlife on urban landscapes, and protecting biodiversity corridors.

Other efforts in the KMS watershed include the following projects:

- Stream restoration along Mt. Scott Creek in North Clackamas Park, completed in 2013
- Stream stabilization project constructed in 2014 at Cedar Way to stabilize headcuts
- Stream stabilization project scheduled for 2015 in Happy Valley Park to stabilize headcuts and reduce incision in the Mt. Scott headwaters
- Master planning at 3-Creeks Natural Area, scheduled to start in 2015. This 90-acre natural area is just downstream from the project area. CCSD #1 owns the site for the purposes of protecting and improving water quality and habitat. Restoration likely to be proposed includes managing invasives, stream restoration activities and consideration of ways to manage transient camps. Together, the Oak Bluff restoration project and improvements at 3-Creeks have the potential to bring significant ecological uplift to up to 9,000 l.f. of Mt. Scott Creek.
- Retrofit program within the Clackamas Regional Center area—WES is teaming with Clackamas Co. Development Agency to offer cost-sharing to businesses in this highly impervious area of the KMS basin; for businesses incorporating low impact development approaches (LIDA) to stormwater management into site improvements.
- LIDA facilities installed in 3 schools to date; 2 more planned for 2015 at Clackamas HS

Stabilizing streambanks at this location is important to the basin because it is just upstream of our largest natural area in the watershed, the 3-Creeks Natural Area, and it will improve water quality entering that site. When combined with other planned activities, significant improvements and protections will be in place for water quality and habitat within this important watershed.

3. Human uses and impacts will be addressed by providing appropriate means for people to interact with the site. Access will be enhanced by adding to the existing trail and providing an overlook to the creek. Interpretive signage will explain the project to the public. Getting people involved in the project, especially adjacent employees, through volunteer planting events will encourage future stewardship and “eyes on the site.” It is expected that increased appropriate use of the site will also discourage transient campsites and resulting impacts. Use of the site for environmental study by the Clackamas Web Academy and other neighboring schools is also planned at this site.

In the future, NCPRD plans to provide wayfinding signs to lead pedestrians from the I-205 path and this site to the 3-Creeks Natural Area (not included in this proposal). This project has taken the regional trail into consideration and planned for protection of restoration activities by routing the trail on sidewalks. The existing trail, between I-205 and SE Oak Bluff Drive, will transition to the sidewalk along Oak Bluff, head north on SE 84th and west on SE Sunnybrook. The trail would then cross the street at an existing traffic light so that pedestrians can enter the 3-Creeks Natural Area.

Partnerships and Community Engagement: This project will engage businesses, schools, the community and watershed council members, thereby helping to build and strengthen relationships. By participating in the project, those who work and attend school nearby will feel a sense of ownership and pride. Because two of Clackamas County’s large businesses are located here (Costco and PCC Structurals), this could be the beginning of meaningful participation by businesses in watershed health.

By conducting meetings periodically with stakeholders, we will build relationships among those working here as well as between the businesses, County staff and NCUWC members. NCUWC has committed to make a presentation to the businesses about getting involved in their watershed. We’ve received promising feedback from business owners who will make employees available to volunteer for planting events, and hope to engage them beyond a few events to form longer term green teams. Students from nearby Clackamas Web Academy have participated in hands-on activities at 3-Creeks and WES will increase their hands-on stewardship learning activities by adding projects at this site.

NCPRD monitors the site periodically for transient camps and works with the Clackamas County Sherriff’s office to remove campers and Corrections Crews to clean up the camps. We will also work with Clackamas County Health, Housing, and Human Services (H3S) in the future to provide services to transients on site. We will coordinate with H3S to provide an outreach representative when larger numbers of transients are anticipated. The outreach staff would engage campers, assess housing needs and provide updated information about available resources to transients.

Partners currently on-board include WES, NCUWC, ODFW, NCPRD and several adjacent landowners. Partners anticipated to be included in the future include the remaining landowners and Friends of Trees.

Partner	Role
WES	Lead partner in design and in-stream construction, landowner outreach, provide WHEP Curriculum and training to teachers
NCUWC	Lead partner for outreach to businesses, provide volunteers and collaborate on planting events, work with WES to submit additional grants
WHEP Educator	Lead partner in working with schools on site
NCSD	Provide students ecological study and service opportunities, support science teachers using WHEP curriculum
NCPRD	Technical assistance on recreational features, such as trails & signage; current & future maintenance of trail and vegetation
Friends of Trees	Lead 3 planting events
ODFW	Technical assistance, review & comment on project plans
Clackamas CPO	Assist with outreach and volunteering
Area businesses	Allow project on or adjacent to their property, potential volunteer opportunities, employee use of site, potential additional partnership opportunities.

Ecologically Effective and Cost Efficient: The project will use sustainable construction techniques and materials that mimic natural processes. LWD will be stabilized using engineered methods to ensure the long-term stability, as in past WES projects. In addition, leveraged dollars are expected to meet the 2:1 match with applicant funding, in-kind volunteer and program funding, as well as other grant dollars. The impact of this project will extend beyond this site. Best management practices will be followed in weed control, erosion control, pollution prevention and other project activities.

Multiple Benefits for People and Nature: The partners hope that this project will be a catalyst for involving businesses in restoration and enhancement projects and in helping to create a sense of place and build pride in employees. Employees will be able to enjoy access to nature during lunch breaks, for example. Migrating fish and wildlife up and down Mt. Scott Creek will benefit from restoring this long stretch of stream. Trails and interpretive signage will help increase the public’s awareness of ecological resources and benefits. Finally, linking students, a watershed council and business people in the project may pave the way for future partnerships and projects.

Additional Evaluation Measures: *Cost* - Partners plan to meet the 2:1 match requirement through a combination of additional grants and budgeting at WES. If we do not acquire additional grant funding, the project could be undertaken in phases over multiple years.

MWESB – It is the policy of Clackamas County to adhere to the concept of Equal Employment Opportunity and Affirmative Action in human resource management. Discrimination in a personnel action on a basis unrelated to the job is prohibited. Employment and promotion decisions in County service shall be made in accordance with the principles of equal opportunity by utilizing only job-related requirements. County policy specifically prohibits discrimination on the basis of race, color, sex, sexual orientation, gender identity, religion, national origin, age, marital status, physical or mental disability, or other protected status. The County does not have an MWESB policy, but will comply with requests or requirements to meet Metro’s goals on this project.

Project readiness and risk: *Experience and expertise* - WES, NCUWC, ODFW, FOT and NCPRD have existing, successful partnerships and are committed to successful implementation of this project. These organizations have the experience, capacity and ability to implement a successful project. WES has recently completed in-stream restoration projects in Mt. Scott Creek at North Clackamas Park, in Rock Creek, and in an unnamed tributary to Mt. Scott Creek at SE Cedar Way and has worked with partners to control weeds and plant native vegetation over many acres during the past several years. WES has agreements with six organizations for such activities. Gail Shaloum, WES Environmental Policy Specialist, will be the project manager. Gail has a bachelor's degree in landscape architecture and a master's degree in environmental science, along with over 20 years of professional work in environmental design and natural resources. Gail is also managing the Rock Creek Confluence Nature in Neighborhoods (NIN) Capital grant. WES also has engineering staff available to assist as needed.

NCUWC has completed many riparian enhancement projects throughout the KMS watershed as part of its Streamside Stewards Project. Tricia Sears, NCUWC Coordinator, will work with a nonprofit such as Friends of Trees to coordinate the volunteer portion of the revegetation work. NCUWC will supply volunteers and will recruit others from the surrounding businesses. NCPRD will provide trail maintenance, invasives control, litter-vandalism-homeless camp sweeps, and participate in project planning and design.

WES will also hire consultants and contractors with experience and expertise in stream restoration. We will work closely as a team and request input from ODFW to achieve a high quality, long lasting project.

Alternatives - During concept planning, many potential elements were considered before the selected alternative was chosen. We considered the most cost-efficient and ecologically effective ways to meet our goals. Some elements we considered were discarded due to high cost (replacing the SE 84th Ave culverts) or due to logistics (re-aligning the stream so it does not cross under the railroad). We relied on our experience and our consultant's (ESA Vigil-Agrimis) expertise. We also solicited input from NCUWC and businesses.

Timeline – To date, WES has contracted with a consultant to prepare a habitat assessment and concept plan. WES has partial funding toward the 30% design. Following that, WES and NCUWC plan to work together to submit grant applications to secure funds for construction, in addition to funding and in-kind contributions from WES and NCPRD. Partners plan to explore possible grants from OWEB, the Nature Conservancy Salmon Habitat Support Fund, and Oregon 319 Nonpoint Source Implementation Grant. We hope to use the NIN funding to cover design and permitting as well as some construction activities, and the other grants to go toward remaining construction and revegetation as match.

Engineering design, initial weed treatments and permitting are planned for the 2015 calendar year through early 2016, with construction in summer 2016 and planting in winter of 2016-17; that leaves over a year until our July 2018 deadline. If we are not successful with other grants, we will still be able to undertake the project but would do so in phases, using that extra year as our Surface Water Management budget allows. We have implemented other in-stream projects with partners with similar elements in a similar timeframe to that proposed here. We find that once we have a concept plan and

willing partners, the fundraising, design development, permitting, bid/contract process, construction and community celebration usually takes about two years.

Match - We intend to secure our match requirement before December 2015 and are in active discussions with landowners regarding landowner agreements and updating conservation easements with verbal agreement to date. NCUWC and WES plan to submit other grant applications in the next few months. We expect to know the results of these efforts in summer 2015. If funds are not received, we have the option of phasing the project over additional budget years and using our own resources or making adjustments to the plan, such as omitting the small bridge.

WES has a proven track record of implementing in-stream restoration projects, including two other projects with NIN Capital grants. WES and its partners are committed to seeing this project through.

Status of negotiations - In addition to the WES-owned property, the project area has three private landowners: Costco, ScottLeaseCo and Quest Property Management We've discussed the project with them and surrounding businesses for over a year, and all have seen the concept plan and have given positive verbal responses. As the attached letters show, we have received permission to work on property owned by ScottLeaseCo. We also have agreement from Costco and Quest to work cooperatively in developing final details of the project and allowing it to be completed. We recently discovered that our existing conservation easement needs to be amended for us to capitalize the project. We are just beginning negotiations to amend the easement.

Long-term Monitoring & Maintenance - will be conducted by WES and NCPRD, which already work together to maintain a portion of this site and other properties, including the 3-Creeks area.

Regional distribution: KMS is an important Willamette River tributary in urban Clackamas County. NCUWC members and other stakeholders rely on WES to minimize the impacts of urbanization on this stream and to restore natural functions and processes when possible. NCUWC is a very active watershed council but does not receive council support funding from OWEB; it has multiple grants with specific funding parameters. As a result of limited funds for staff, it has only one part-time staff person. With WES' limited budget, and NCUWC unable to provide staff to manage large projects, this part of the region requires funding from outside sources such as the extremely valuable NIN Capital Grants. Without this funding, the project would be scaled back or take longer to complete.

Project evaluation/monitoring

WES will develop a monitoring plan with ODFW input, based on goals and the following objectives:

1. Install wood in upstream & mid sections to trap sediment, improve habitat, reduce downcutting and deflect high flows from unstable banks
2. Increase frequency and depth of pools
3. Target specific fisheries habitat restoration measures for identified or desirable historic species (seek ODFW input on seasonal timing and key habitat considerations)
4. Lower cover of invasive vegetation (Japanese knotweed, blackberry, garlic mustard, knapweed)
5. Increase native plant cover, consider beaver herbivory when installing plants

6. Conserve and expand Oregon white oak habitat
7. Increase presence of brush piles and wood of various levels of decay
8. Create seasonal pools for use by native amphibians
9. Create upstream backwater in the northeast portion of the site

The monitoring plan will measure the progress towards meeting those objectives in the field and will be composed of an as-built survey to verify that the project was built according to plan and to document any deviations to the plan and a habitat survey. The habitat survey will likely follow the protocols in Aquatic Inventories Project Methods for Stream Habitat Surveys (ODFW 2012). In addition, we plan to incorporate students into monitoring for both macroinvertebrates and performing pebble counts.

Budget documents:

Budget narrative

WES has estimated project costs based on recent costs for similar projects and best professional judgment. We have made many assumptions, based on the concept plan for the project.

The costs for mobilization, grading and fish habitat structures were interpolated from costs on the recently completed restoration projects and modified to the more urban site conditions with difficult construction access at Mt. Scott Creek's Oak Bluff Reach. We have made assumptions about the number of pieces of LWD and other project elements. The construction cost estimate was prepared by a consulting firm for WES (ESA Vigil-Agrimis, Inc.).

Revegetation costs including weed removal, planting and maintenance are based on estimates from Friends of Trees, using the concept plan. Volunteers will complete a portion of the planting and a contractor will do the remainder. The revegetation project is focused on getting the plantings to a 'free to grow' state and includes two years of intensive site preparation (starting in summer 2015), high density planting and up to three years of post-planting treatments to ensure the health of new plantings and the removal of invasive species throughout the site. WES will fund the maintenance following the end of the grant period.

The WES labor overhead rate for 2014-15 is 50%. The overhead is a percentage based on direct labor to allocate services related to projects (District Support – Billing, Accounts Payable, Audit, Public Information, WES Admin, etc.). This rate is a WES determined rate by analysis and not provided/reviewed by other agencies.

Line item budget:

**NATURE IN NEIGHBORHOODS CAPITAL GRANT
(F3) PROJECT BUDGET WORKSHEET**

PROFESSIONAL SERVICES COSTS				21-Jan-15
<ul style="list-style-type: none"> · Estimate the hours of work directly related to your project for non-profit personnel, agency personnel, volunteers and consultants. You can delete rows that do not apply and/or add more specific descriptors. · Explain the tasks each is expected to complete in the budget narrative (i.e. surveys, design development, construction documents, plan review, construction management). · Pre-Agreement costs must occur AFTER the Invitation to Submit a Full Application and are not reimbursable. · Agency & non-profit personnel time cannot exceed 10% of the grant request. · Volunteers specifically doing project installation should be included in this section. 				
	financial match	in-kind match	grant request	TOTAL
A. Pre-Agreement				
1. Non-profit staff-NCUWC & FOT	\$500.00			\$500.00
2. Agency staff		\$3,000.00		\$3,000.00
3. Consultants	\$30,000.00			\$30,000.00
4. Volunteers				\$0.00
B. Post-Agreement Costs				\$0.00
1. Non-profit staff-NCUWC & FOT	\$9,200.00		\$2,000.00	\$11,200.00
2. Agency staff-WES and NCPRD		\$32,000.00		\$32,000.00
3. Consultants	\$48,000.00		\$22,000.00	\$70,000.00
4. Volunteers		\$4,180.00		\$4,180.00
Total for Professional Services	\$87,700.00	\$39,180.00	\$24,000.00	\$150,880.00

CONSTRUCTION COSTS				
<p>Estimate the cost for all work elements of your project. Feel free to change the list. Specify in the budget narrative which work elements will be completed by volunteers and how you calculated the budget figure.</p>				
	financial match	in-kind match	grant request	TOTAL
A. Site Preparation				
Mobilization/demobilization			\$12,695.00	\$12,695.00
Site preparation			\$12,695.00	\$12,695.00
Diversion & dewatering			\$15,000.00	\$15,000.00
B. Utilities				
C. Improvements/Materials				
Invasive and EDRR plant treatment			\$3,368.00	\$3,368.00
Vegetation				
Removal of select veg in oak woodland			\$4,000.00	\$4,000.00
Planting new OR white oak	\$4,000.00			\$4,000.00
Riparian planting	\$9,360.00			\$9,360.00
Live stakes in backwater wetland	\$13,100.00			\$13,100.00

2nd year vegetation maintenance	\$3,000.00			\$3,000.00
Earthwork/structural				
Large wood placement	\$16,800.00			\$16,800.00
Channel stabilization	\$8,400.00			\$8,400.00
Bridge to replace culvert	\$20,000.00			\$20,000.00
Excavate backwater habitat	\$78,400.00			\$78,400.00
Stormwater swales or rain gardens	\$45,000.00			\$45,000.00
Public facility improvements				
Trail improvements			\$6,270.00	\$6,270.00
Access/wayfinding signs			\$7,200.00	\$7,200.00
2-Interpretive signs			\$20,000.00	\$20,000.00
Contingency (30%)	\$13,500.00		\$70,000.00	\$83,500.00
D. Permits	\$300.00			\$300.00
E. Other, please list				\$0.00
Total for Construction Costs	\$211,860.00	\$0.00	\$151,228.00	\$363,088.00

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				\$0.00
B. Option Purchase				\$0.00
C. Option Reimbursement				\$0.00
D. Appraisal & Appraisal Review*				\$0.00
E. Title Report, insurance & documents				\$0.00
F. Phase I Enviro Assessment				\$0.00
G. Stewardship endowment				\$0.00
H. Management Plan Development				\$0.00
I. Baseline Documentation				\$0.00
Total for Acquisition Costs	\$0.00	\$0.00	\$0.00	\$0.00

OTHER COSTS				
A. Travel (use current State of Oregon rates)	\$300.00			\$300.00
B. Overhead/Indirect costs - these can only be used as match.		\$17,500.00		\$17,500.00
Totals for Other Costs	\$300.00	\$17,500.00	\$0.00	\$17,800.00

TOTAL PROJECT COSTS	\$299,860.00	\$56,680.00	\$175,228.00	\$531,768.00
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Statement of matching funds

WES and NCUWC are close partners on the Mt. Scott Creek Oak Bluff Reach_Restoration Project and plan to provide matching funds as follows:

- Partners will apply for an Oregon 319 Nonpoint Source Implementation Grant in January 2015 (pre-proposal) and March 2015 (final proposal, if successful). This project meets the 319 Grant criteria. We anticipate this grant will cover \$30,000 of construction costs.
- Partners will apply for an OWEB Restoration Grant in April 2015.
- Partners will apply for a grant through The Nature Conservancy Salmon Habitat Support fund, which accepts applications on an ongoing basis.
- WES has already prepared a habitat analysis and concept plan and has budgeted funding for background analyses and work for a consultant to complete a 30% design. The background analyses are expected to include a topographic survey, hydrologic and hydraulic modeling, and an archaeological assessment. This work is planned for completion by fall 2015.
- WES plans to budget approximately \$40,000 during Fiscal Year 2015-16 for final design, permitting and initial invasives treatment and \$100,000 during Fiscal Year 2016-17 toward construction costs.
- NCPRD's in-kind contribution of \$2,000 will cover technical assistance on recreational features, such as trails. NCPRD will also assist with future maintenance.
- Funds for staff at NCUWC and Friends of Trees will be provided either through grants or as payment by WES.

WES and its partners consider this project a high priority and are committed to its successful implementation.

Nature in Neighborhoods Capital Grants Match Form

Instructions

1. Enter description of the source of matching funds or in-kind contribution. Put an X in the appropriate boxes. Enter the value of the matching source and appropriate notes to clarify how source will be allocated. Feel free to add as many rows as you need.
2. If utilizing volunteers, indicate this in the "Match Source" and "In kind" columns and calculate 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
3. 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" column to document your methodology.

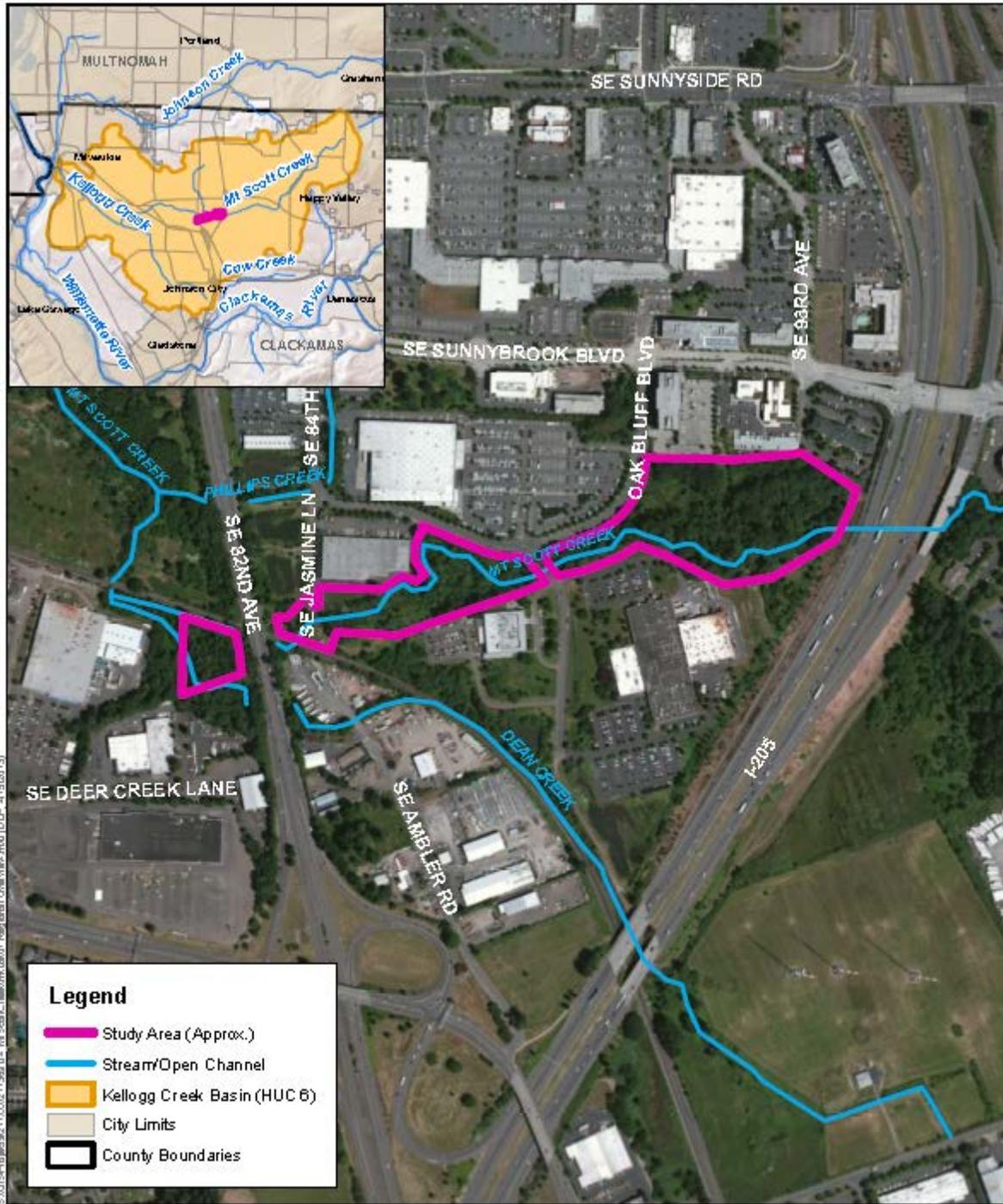
Matching Source	Financial	In-kind	Pending	Secured	Value	Notes
Water Environment Services		\$33,000.00		x	\$33,000.00	PM hours: 400, Project assistant hrs: 100, Const Mgr hrs: 100 hrs
North Clackamas Parks & Rec District		\$2,000.00		x	\$2,000.00	Natural Resource coordinator hrs: 40 hrs
Overhead		\$17,500.00		x	\$17,500.00	2014-15 labor overhead rate is 50%. This is a percentage based on direct labor to allocate services related to projects. This rate is a WES determined rate by analysis.
North Clackamas Urban Watersheds Council	\$500.00				\$500.00	Council coordinator pre-agreement hrs, assisting in grant writing & attending meetings
Friends of Trees	\$9,200.00		x		\$9,200.00	Plan and conduct 3 planting events. 184 Staff hours. Plant and weed treatments/subcontractor costs reported separately.
Volunteers		\$4,180.00	x		\$4,180.00	Special effort to recruit volunteers from surrounding businesses, assume 190 hrs.
Consultants	\$78,000.00		x	x	\$78,000.00	\$30K secured for FY 2014-15, plan to budget next FY
OR white oak	\$4,000.00		x		\$4,000.00	Will seek additional grants and/or future WES budget
Riparian planting	\$9,360.00		x		\$9,360.00	Will seek additional grants and/or future WES budget
Live stakes in backwater wetland	\$13,100.00		x		\$13,100.00	Will seek additional grants and/or future WES budget
2nd year vegetation maintenance	\$3,000.00		x		\$3,000.00	Will seek additional grants and/or future WES budget
LWD placement	\$16,800.00		x		\$16,800.00	Will seek additional grants and/or future WES budget
Channel stabilization	\$8,400.00		x		\$8,400.00	Will seek additional grants and/or future WES budget
Bridge to replace culvert	\$20,000.00		x		\$20,000.00	Will seek additional grants and/or future WES budget

Excavate backwater habitat	\$78,400.00		x		\$78,400.00	Will seek additional grants and/or future WES budget
Stormwater swales or rain gardens	\$45,000.00		x		\$45,000.00	Will seek additional grants and/or future WES budget
Contingency	\$13,500.00		x		\$13,500.00	Will seek additional grants and/or future WES budget
Permits	\$300.00		x		\$300.00	Will seek additional grants and/or future WES budget
Travel	\$300.00		x		\$300.00	Will seek additional grants and/or future WES budget
					\$0.00	
Total					\$356,540.00	

Supplemental attachments:

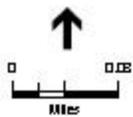
1. Location map
2. Conceptual Site Plan
3. Photos of project site
4. Preliminary cost estimate
5. Letters of support

Attachment 1. Mt. Scott Creek Oak Bluff Reach location

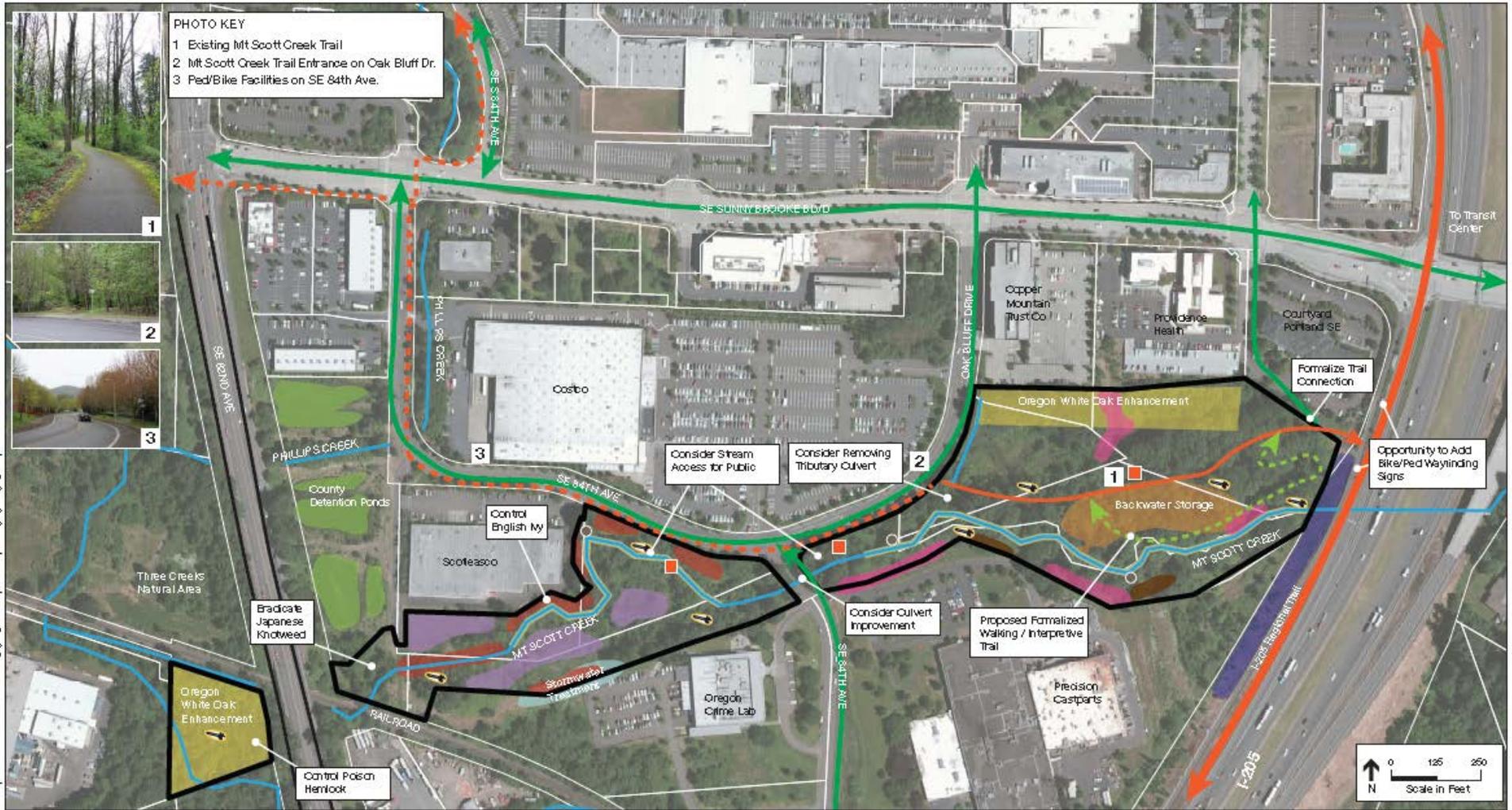


SOURCE: Clackamas County, 2011; OWEB, 2010; ESRI, 2010.

Mt Scott Creek .211369.D4
Figure 1
 Regional Overview
 Clackamas County, Oregon



Attachment 2. Mt Scott Creek Oak Bluff Reach Conceptual Site Plan



SOURCE: ESA, 2019.

LEGEND

RESTORATION ACTIONS

- Stabilize Outbank
- Replace Himalayan Blackberry with Native Shrubs and Trees
- Install Livestakes in Wetlands to increase Habitat Complexity
- Backwater Storage
- Stormwater Treatment Opportunities
- Oregon White Oak Enhancement: Plant Oak Saplings and/or Thin Understory
- Consider Opportunities for Sparse Vegetation to Provide Habitat for Amphibians and Reptiles
- Increase Plant Density and Width of Riparian Buffer—Add Conifers such as Western Red Cedar

- Partner with ODOT to Enhance Buffer - Add Oaks and Madrone
- Parcel Boundary

TRAILS

- Existing Ped/Bike Facilities on Surface Streets
- Existing Regional Trail
- Existing Greenway Trail
- Proposed Greenway Trail
- Proposed Walking Trail
- Interpretive/Overlook Opportunity
- Install LWD
- Install Large Downed Wood for Wildlife Habitat

Mt Scott Creek : 211369.04

Figure 1
Conceptual Site Plan - Overview and Trails
Clackamas County, Oregon

Mt. Scott Creek
Oak Bluff Reach:
Nature in Neighborhoods Capital
Grant Application

Attachment 3 - Photos



Hydrology and Geomorphology



Channel character

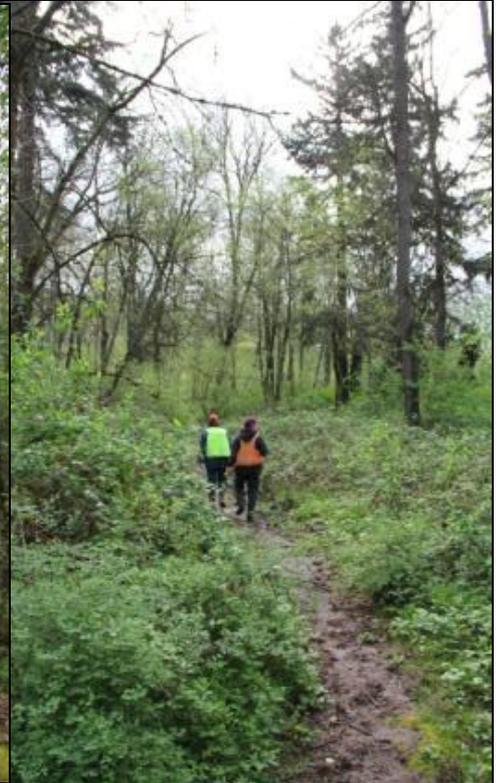
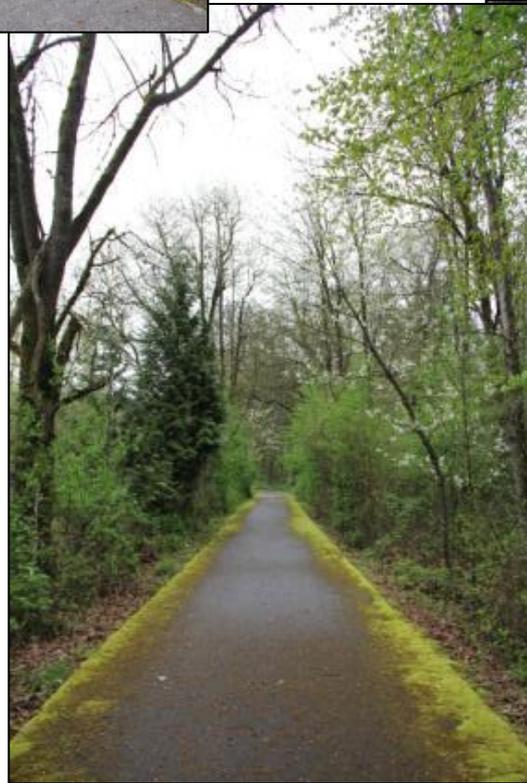


Locations of significant erosion





Trails





Fish



Beaver



Mt Scott Creek Oak Bluff Reach
Preliminary Construction Cost Estimate
Oct-04

Item	Total
A. Site Preparation	
Mobilization/demobilization	\$12,695.60
Site preparation	\$12,695.60
Diversion & dewatering	\$15,000.00
C. Improvements	
Invasive and EDRR plant treatment	\$3,368.00
Removal of select veg in oak woodland	\$4,000.00
Planting new OR white oak	\$4,000.00
Riparian planting	\$9,362.00
Live stakes in backwater wetland	\$13,112.00
2nd year maintenance	\$3,000.00
Large wood placement	\$16,800.00
Channel stabilization	\$8,400.00
Bridge to replace culvert	\$20,000.00
Excavate backwater habitat	\$78,400.00
Stormwater swales or rain gardens	\$45,000.00
Trail improvements	\$6,270.00
Access/wayfinding signs	\$7,200.00
Interpretive signs	\$20,000.00
Direct Construction Subtotal	\$279,303.20
Contingency	\$83,790.96
Const. bid total	\$363,094.16
Consulting	
Engineering Design	\$65,000.00
Environmental Permitting	\$35,000.00
TOTAL	\$463,094.16

12/24/14

Dear Ms. Shaloum:

Scotleaseco, Inc. owns and operates our business adjacent to Mt. Scott Creek in Clackamas, Oregon on SE Oak Bluff Drive. Clackamas County Water Environment Services and the North Clackamas Urban Watersheds Council have been in contact with us for over a year in regard to enhancing the environment on this property. WES has a conservation easement around the stream corridor already.

Scotleaseco, Inc. would like to express support for WES and NCUWC in enhancing the natural resources and trail access on this site. We give permission for WES to access the property and implement a natural resources enhancement project on this site. We understand the project will include treating invasive vegetation, installing native plants and installing habitat features such as logs within the stream.

Scotleaseco, Inc. will also provide opportunities for its people to participate in volunteer planting events on site.

We believe these activities will promote positive public activity in the area and increased use by pedestrians, thereby decreasing the transient activities on the site. Transients have caused damage to the site and raised issues for our business and employees. We have been in communication with WES and their efforts with the Sherriff's Office to help minimize these impacts in the past. Increasing the public activity on this site will not only improve the environment, but will also help to minimize these issues.

We look forward to working with WES on finalizing the plans and participating in the Mt Scott Creek Oak Bluff Enhancement Project.

Sincerely,



6001
Investments, LLC

Cia Fina, LLC
Ian Walker

Concrete
Holdings, LLC **President**

Hawthorne
Holdings, LLC **Scotleaseco, Inc.**

Paix, LLC

Scotleaseco, Inc.

Steward
Investments, LLC

Ukase Investment
Company, LLC

W, LLC



Oregon

John A. Kitzhaber, MD, Governor

Department of Administrative Services
Enterprise Asset Management – Administration Office
1225 Ferry Street SE, U100
Salem, OR 97301-4281
PHONE: 503-378-2865
FAX: 503-373-7210

December 29, 2014

Ms. Gail Shaloum, PLA
Environmental Policy Specialist
Clackamas County Water Environment Services
150 Beaver Creek Rd., Suite 430
Oregon City, OR 97045

Re: Mt. Scott Creek Enhancements

Dear Ms. Shaloum:

The Oregon Department of Administrative Services (DAS) owns the Oregon State Police Crime Lab near Mt. Scott Creek on SE 84th Avenue in Clackamas, Oregon. Neighboring parcels to the north and northeast are bisected by Mt. Scott Creek.

Clackamas County Water Environment Services (WES) has contacted DAS regarding a project to enhance the environment on the creek parcels adjacent to ours. We understand the proposed project will include treating invasive vegetation, installing native plants, and installing habitat features such as logs within the stream.

DAS would like to express support for WES and the North Clackamas Urban Watersheds Council's proposed natural resources enhancement project on the Mt. Scott Creek parcels north and northeast of our property. DAS also supports improvements to the existing pedestrian trail access on the north side of Mt. Scott Creek.

Please keep us and our tenants informed about your project plans and timetables as they develop. Materials should be sent to Eugene Gray at Oregon State Police (Eugene.Gray@state.or.us) and Darrin Brightman at DAS (Darrin.W.Brightman@oregon.gov).

Thank you,

Mike Stencil
Administrator

cc: E. Gray
T. Barrows



NORTH CLACKAMAS
PARKS & RECREATION DISTRICT

Administration

150 Beaver Creek Rd.
Oregon City, OR 97045
503.742.4348 phone 503.742.4349 fax
ncprd.com

Mary Rose Navarro
Natural Areas Grants Coordinator
Sustainability Center
Metro
600 NE Grand Ave.
Portland, OR 97232

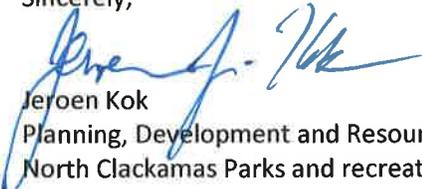
Mary Rose.

North Clackamas Parks and Recreation District (NCPRD) is excited to demonstrate our support for the Mount Scott Creek Oak Bluff Enhancement project. NCPRD currently has an agreement with WES to maintain the Oak Bluff multimodal trail that connects Oak Bluff Road to the 205- Greenway Trail. In addition, NCPRD is partnering with WES to control EDRR and other high priority species, conduct litter, vandalism and homeless camp sweeps of the Oak Bluff property. NCPRD has participated in the planning, design and outreach process to finalize preliminary concepts for the Mount Scott Creek Oak Bluff Enhancement project.

This reach of Mount Scott Creek provides a vital link that not only connect citizens by trails to the Clackamas Center and provides recreational opportunities, but this stretch is also important to riparian habitat health and water quality in this urbanized and degraded watershed. The site lies in-between two amazing urban natural areas, 3-Creeks and Mount Talbert, and lies along a string of many natural publicly-owned properties following the Mount Scott Creek/Kellogg Creek corridor. Enhancement of this reach will improve the health of the creek both upstream and downstream by providing improved water quality and better habitat opportunities for resident cutthroat trout and migrating salmon, along with other wildlife.

NCPRD is committed to working with WES on this project as a stakeholder partner contributing to the grant match through staff time and continued work within this site and corridor. NCPRD has been an active partner and board member on the North Clackamas Urban Watershed Council and works with businesses in the area to support access to nature and volunteer projects at the nearby natural areas. NCPRD is committed to working with our partners to provide enjoyable natural areas and trails for our citizens. We are also dedicated to working with citizens and visitors to instill stewardship and ownership of these sites. NCPRD strongly supports this project and we encourage the NIN team to prioritize and award funding to Mount Scott Creek Oak Bluff Enhancement project.

Sincerely,


Jeroen Kok
Planning, Development and Resource Manager
North Clackamas Parks and recreation District

January 20, 2015

Gail Shaloum, Environmental Policy Specialist
Clackamas County Water Environmental Services
150 Beaver Creek Rd., Suite 430
Oregon City, OR 97045

RE: Mt. Scott Creek Restoration

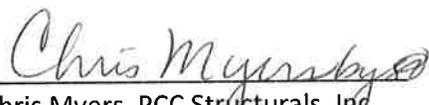
Dear Ms. Shaloum:

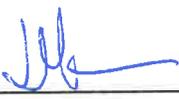
PCC Structurals, Inc. SSBO owns and operates our business adjacent to Mt. Scott Creek in Clackamas, Oregon on SE Oak Bluff Drive. Clackamas County Water Environment Services and the North Clackamas Urban Watersheds Council have been in contact with us for over a year in regard to enhancing the environment on this property. WES has a conservation easement around the stream corridor already.

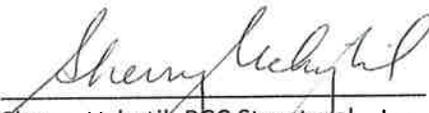
PCC Structurals, Inc. SSBO would like to express support for WES and NCUWC in the implementation of a natural resources enhancement project on this site. We understand the project will include treating invasive vegetation, installing native plants and, if approved through the permitting process, installing habitat features such as logs within the stream. PCC Structurals, Inc. will provide opportunities for our employees to participate in volunteer planting events on site.

We look forward to working with WES on finalizing the plans and participating in the Mt Scott Creek Oak Bluff Enhancement Project.

Sincerely,


Chris Myers, PCC Structurals, Inc.
Division EHS Director


Joe Monson
SSBO Facilities Manager


Sherry Uchytik, PCC Structurals, Inc.
Division Environmental Affairs

Oak Lodge Sanitary District

Protecting our valuable water resources

January 21, 2015

Mary Rose Navarro
Natural Areas Grant Coordinator
Metro Sustainability Center
600 NE Grand Avenue
Portland, OR 97232

Dear Mary Rose,

Oak Lodge Sanitary District (District) is familiar with Water Environment Services' (WES) Mt. Scott Creek Oak Bluff Restoration project and is aware that WES is seeking a Nature in Neighborhoods Capital Grant from Metro on behalf of Clackamas County Service District No. 1.

The District and WES share responsibilities for watershed health in a largely unincorporated urbanized area within the metropolitan region adjacent to the City of Portland. These watersheds cross jurisdictional boundaries and all eventually flow into the Willamette River. Thus, the District and WES are partners with complementary goals to restore and protect urban watersheds, increase the livability of the communities we serve, and to strive for continuous improvement of water quality in the Willamette River and its sub-basins.

The District supports and endorses WES' application for a Nature in Neighborhoods grant for the Mt. Scott Creek Oak Bluff Restoration project. This project provides significant opportunities to improve habitat and water quality; to engage businesses and project neighbors in stewardship for their local watershed; and provide ongoing educational opportunities for WES' Watershed Health Education Program.

Please consider this worthwhile project for grant funding through the Nature in Neighborhoods program.

Respectfully Submitted,



J. Michael Read
General Manager, Oak Lodge Sanitary District



Oregon

John A. Kitzhaber, M.D., Governor

Department of Transportation
123 NW Flanders St.
Salem, OR 97301-2528
(503) 986-3477
FAX (503) 986-3524

Technical Services
Environmental Services
Administrative Support
Engineering Unit
Project Management unit
Research Unit

January 22, 2015

Gail Shaloum
Clackamas County Water Environment Services
150 Beaver Creek Rd., Suite 430 | Oregon City, OR 97045

Request for Support of Clackamas County Water and Environmental Services' (WES) to Enhance Mt. Scott Creek; SE 82nd Ave (OR 213) to I-205.

Ms. Shaloum,

The Oregon Department of Transportation Region 1 received your email dated 1/9/2015 requesting support for WES's efforts to enhance Mt. Scott Creek from SE 82nd Ave (OR-213) upstream to I-205. Project coordination with ODOT began in 2013 with a stakeholder meeting organized by WES. Currently, WES is seeking ODOT's support to include within its 2015 METRO Nature in Neighborhoods Capital Grants application. Project elements include the removal of invasive non-native vegetation, installation of native plants, and conducting stream habitat restoration (e.g. secure logs). ODOT will contribute support in the form of general technical expertise, review and approval of activities within its right-of-way (ROW), and coordinating access in order to complete activities on and adjacent to its ROW. Lastly, the proposed work would likely help realize ODOT's environmental activities within the basin:

- Past and ongoing commitments to fish passage through ODOT ROW

Please direct any questions to my staff Melissa Hogan, Regional Environmental Coordinator at 503-731-8240.

Sincerely,

Becky Crockett
Region 1 Environmental Manager
Oregon Department of Transportation
123 NW Flanders St.
Portland, OR 97209

North Clackamas Urban Watersheds Council



1900 SE Milport Rd, Suite C • Milwaukie, OR 97222
info@ncuwc.org • www.ncuwc.org

January 20, 2015

Mary Rose Navarro, Natural Areas Grants Coordinator
Metro, Sustainability Center
600 NE Grand Avenue
Portland, OR 97232

The NCUWC advocates for the protection and enhancement of the watersheds' fish and wildlife habitat and improvements in water quality.

RE: WES Metro NIN Capital Grant application for Mt. Scott Oak Bluff Restoration Project.

Dear Ms. Navarro,

The North Clackamas Urban Watersheds Council (NCUWC) offers this letter of support to Clackamas County Water Environment Services (WES) and partners on the Mt. Scott Oak Bluff Restoration Project.

WES and partners seek to improve water quality and restore aquatic habitats in Mt. Scott Creek, a tributary to Kellogg Creek and the Willamette River and home to a variety of threatened and endangered fish species including salmon, steelhead, and cutthroat trout.

The Kellogg - Mt. Scott Creek Watershed (KMS) encompasses approximately 10,300 acres in northwestern Clackamas County. The entire Kellogg – Mt. Scott Watershed is within the NCUWC service area. Our organization – volunteers, Contractor, and Coordinator - have dedicated many hours to protect and enhance this area. We are very pleased to be a part of this application. We are excited to note that together, the Mt. Scott Oak Bluff Restoration Project and improvements at 3-Creeks Natural Area have the potential to bring significant ecological uplift to up to 9,000 linear feet of Mt Scott Creek.

As part of the application preparation, NCUWC has contributed 20 Coordinator hours valued at \$500; additional board member input totals 5 hours.

As is described in the application, NCUWC will provide the following support during the project: lead partner for outreach to businesses; recruit and provide volunteers for planting and mulching events; and work with WES to submit additional grant applications to secure funds for project construction. During the grant, the NCUWC Coordinator will contribute 80 hours of paid services. NCUWC will also provide volunteer services from our board members. Estimated number of volunteer hours for three planting events is 60-80 hours. Additional hours may also be contributed for the planting events and other project related efforts.

Thank you for your support and collaboration with us on the project.

Sincerely,


Tricia R. Sears, Coordinator
North Clackamas Urban Watersheds Council

Cc: Terry Gibson, NCUWC Board President

12/24/14

Dear Ms. Shaloum:

Scotleaseco, Inc. owns and operates our business adjacent to Mt. Scott Creek in Clackamas, Oregon on SE Oak Bluff Drive. Clackamas County Water Environment Services and the North Clackamas Urban Watersheds Council have been in contact with us for over a year in regard to enhancing the environment on this property. WES has a conservation easement around the stream corridor already.

Scotleaseco, Inc. would like to express support for WES and NCUWC in enhancing the natural resources and trail access on this site. We give permission for WES to access the property and implement a natural resources enhancement project on this site. We understand the project will include treating invasive vegetation, installing native plants and installing habitat features such as logs within the stream.

Scotleaseco, Inc. will also provide opportunities for its people to participate in volunteer planting events on site.

We believe these activities will promote positive public activity in the area and increased use by pedestrians, thereby decreasing the transient activities on the site. Transients have caused damage to the site and raised issues for our business and employees. We have been in communication with WES and their efforts with the Sherriff's Office to help minimize these impacts in the past. Increasing the public activity on this site will not only improve the environment, but will also help to minimize these issues.

We look forward to working with WES on finalizing the plans and participating in the Mt Scott Creek Oak Bluff Enhancement Project.

Sincerely,



6001
Investments, LLC

Cia Fina, LLC **Ian Walker**

Concrete
Holdings, LLC **President**

Hawthorne
Holdings, LLC **Scotleaseco, Inc.**

Paix, LLC

Scotleaseco, Inc.

Steward
Investments, LLC

Ukase Investment
Company, LLC

W, LLC



January 16, 2015

Mary Rose Navarro and Capital Grants Review Committee
Metro, Nature in Neighborhoods
600 NE Grand Ave.
Portland, OR 97232

RE: Oak Bluff Reach Mt Scott Creek Restoration Project

Dear Ms. Navarro:

On behalf of Friends of Trees (FOT), I wish to convey our support for Clackamas County Water Environment Services (WES) proposed project: Oak Bluff Reach Mt Scott Creek Restoration. FOT has partnered with WES on restoration projects for nearly two decades and we are excited about the opportunity to expand our restoration efforts within Clackamas County. The proposed funding will allow FOT to coordinate three community plantings within the project area.

FOT has over 20 years of experience working with thousands of volunteers at native plantings in urban natural areas around the Portland Metro area. Every year our Natural Area Restoration projects install and maintain between 20,000 to 30,000+ native trees, shrubs, and herbaceous plants. Our Natural Area Restoration projects are part of our broader efforts within FOT's Green Spaces Initiative which seeks to guide volunteers at weekend projects to restore public green spaces and transportation corridors throughout the Portland-Vancouver metro area and our Neighborhood Trees program.

FOT will provide technical expertise to the native plant restoration plantings, will coordinate three volunteer planting events, and will coordinate site prep and maintenance activities with WES. Coordinating with WES and North Clackamas Urban Watershed Council, FOT will focus our volunteer recruitment on the surrounding businesses with a goal to develop an interest and stewardship ethic within the local business community and their employees.

Friends of Trees is excited to be part of this project and to offer our support of Clackamas County Water Environment Services application. Please feel free to contact me to discuss any questions you may have at 503-467-2514 or scottf@friendsoftrees.org.

Sincerely,

Scott Fogarty
Executive Director



January 16, 2015

Clackamas County Water Environmental Services
Attn: Gail Shaloum
150 Beaver Creek Road, Suite 430
Oregon City, OR 97045

Re: Mt. Scott Creek Restoration Project: Costco Wholesale, Clackamas, OR

Dear Ms. Shaloum:

Costco Wholesale Corporation is one of the owners of several acres of land along Mt. Scott Creek in Clackamas, Oregon. A portion of this property contains a wetland mitigation project. Clackamas County Water Environment Services (herein "WES") and the North Clackamas Urban Watersheds Council (herein "NCUWC") have been in contact with us for over a year in regard to enhancing the environment on this property. Currently, WES has a conservation easement around the stream corridor.

Costco is interested in both the opportunity and the responsibility to support sustainability at our facilities. In addition, we promote involvement in, and support for the communities where our employees live and work. In keeping with these values, Costco would like express our support for WES and NCUWC in enhancing the natural resources and trails on this site.

Costco welcomes the opportunity to cooperate with WES. Our understanding is that the project will include treating invasive vegetation, installing native plants and installing habitat features such as logs within the stream.

We look forward to working with WES on finalizing this project. If you should have any questions, please feel free to contact me at (425)313-2847, or via email at Kjensen@costco.com.

Sincerely,

A handwritten signature in black ink, appearing to be "KJ" with a flourish.

Kiersten Jensen
Real Estate Manager
Costco Wholesale