

INTERGOVERNMENTAL AGREEMENT

Contract No. 933933

Natural Areas Bond Measure Capital Grants Component

This Intergovernmental Agreement (this "Agreement"), entered into under the provisions of ORS chapter 190 and effective on the date the Agreement is fully executed (the "Effective Date"), is by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the Metro Charter, located at 600 N.E. Grand Avenue, Portland, Oregon 97232-2736, and the City of Portland, located at 1120 SW 5th Ave., 10th Floor Portland, OR 97204 (the "Government Sponsor").

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 Friends of Zenger Farm (the "Grant Recipient") to fund a Zenger Farms Urban Grange Courtyard (the "Project") in accordance with a grant agreement between Metro and the Grant Recipient, the form of which agreement is attached hereto as Exhibit A (the "Grant Agreement");

WHEREAS, the Government Sponsor, a local government jurisdiction, is the owner of the property located at 11741 SE Foster Rd., Portland, Oregon (the "Property");

WHEREAS, the Project will be built on a portion of the Property (the "Project Area");

WHEREAS, the Grant Recipient has leased the Property from the Government Sponsor (the "Lease"); and

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WHEREAS, the Government Sponsor has approved of the Project and an agreement between Metro and the Government Sponsor is now needed to satisfy the terms and conditions of the Nature in Neighborhoods Capital Grants Program as provided for in the Measure.

NOW THEREFORE, the parties agree as follows:

1. Government Sponsor's Consent and Agreement

The Government Sponsor hereby approves the Project described in the Grant Agreement and authorizes such project to take place on the Project Area. As a condition precedent to Metro's agreement to fund the Project, the Government Sponsor hereby agrees to comply with the terms and conditions of this Agreement and the applicable provisions of the Measure.

2. Declaration of Capital Project

In accordance with the Measure, Metro may only provide funds to the Grant Recipient for the Project so long as such funds are exclusively used for capital expenses. The Government Sponsor hereby confirms that the Project will result in the creation of capital assets as specifically described in the Grant Agreement to be owned by the Government Sponsor. The monetary value of the Project that is recorded as capital assets shall be no less than the amount of the grant award that is provided to Grant Recipient. The Government Sponsor 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 assets created by the Project as fixed, capital assets in the Government Sponsor's audited financial statement, consistent with Generally Accepted Accounting Principles ("GAAP") and with the Government Sponsor's financial bookkeeping of other similar assets.

3. Funding

Except as may be required by Sections 7 and 9 below, Metro and the Government Sponsor have no financial obligation to each other under this Agreement. Metro's funding is being provided to the Grant Recipient pursuant to the Grant Agreement between Metro and the Grant Recipient.

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4. Purpose; Limitations

A. The purpose of this Agreement is to implement the Measure and facilitate the funding of a Nature in Neighborhoods Capital Grants Program project on the Project Area.

B. At no time will Metro have any supervisory responsibility regarding any aspect of the Project, the Property or the Project Area. Any indirect or direct involvement by Metro in the Project shall not be construed or interpreted by the Government Sponsor as Metro's assumption of a supervisory role.

5. 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 the Grant Recipient prior to July 31, 2016. Notwithstanding the foregoing, all provisions set forth in this Agreement, and the obligations of the Government Sponsor hereunder, shall continue in effect after the completion of the Project until June 30, 2027.

6. Limitations on Use of Project Area

A. Real Property and Associated Buildings and Improvements

Metro and the Government Sponsor acknowledge that the Measure requires that the Project Area be used during the Term of this Agreement 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 refrain from taking actions that would reduce water quality in local rivers and streams;
- To refrain from taking actions that would jeopardize fish and wildlife habitats; and
- To refrain from taking actions that would decrease the presence of ecological systems and plant and animal communities in nature deficient and other disadvantaged neighborhoods.

Throughout the term of this Agreement, the Government Sponsor shall maintain and operate the Project Area consistent with one or more of the Nature in Neighborhood



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Approved Purposes or, so long as the Lease is in place, enforce the terms of the Lease to ensure that the Grant Recipient uses the Project Area in a manner consistent with one or more of the Nature in Neighborhood Approved Purposes.

B. Secondary Uses.

Notwithstanding Section 6.A, above, secondary uses that arise as a result of the Project Area 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 the Project Area 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 the Project Area consistent with the Nature in Neighborhood Approved Purposes, a portion of the Project Area was required to be dedicated as a road, such road dedication would be a permitted secondary use of the Project Area.

C. Construction of Buildings or Other Capital Improvements

All buildings and other capital improvements constructed on the Project Area using funds provided by Metro pursuant to the Grant Agreement shall be maintained in accordance with the Nature in Neighborhood Approved Purposes. The Government Sponsor may not sell, use, or authorize others to use such buildings or improvements in a manner inconsistent with the intended and stated purposes of the Measure. Metro and the Government Sponsor acknowledge and agree that the Lease requires Grant Recipient (not the Government Sponsor) to construct, maintain and repair all improvements on the Project Area in accordance with the Nature in Neighborhoods Approved Purposes. So long as the Lease is in place, Government Sponsor shall enforce these terms of the Lease to ensure that any improvements to the Project Area are constructed and maintained in accordance with the Nature in Neighborhood Approved Purposes.

7. Oregon Constitution and Tax Exempt Bond Covenants

The Government Sponsor acknowledges that Metro's source of funds for the Nature in Neighborhoods Capital Grants Program is 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,

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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. The Government Sponsor covenants that it will take no actions with regard to the Project Area that would cause (a) the real property taxes imposed to repay these bonds to lose their exemption from Oregon's constitutional property tax limitations or (b) the bond interest to lose its income tax exemption under IRS rules. In the event the Government Sponsor breaches this covenant, the Government Sponsor 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 the Government Sponsor's breach of its covenant described in this Section. Notwithstanding the foregoing, Metro has assured the Government Sponsor that, although the Lease generates private activity as "private business use" under Section 141(b)((6)(A) of the Internal Revenue Code of 1986, as amended, that alone it does not constitute an action that could cause the occurrence of the events described in sub-sections (a) and (b) of this section.

8. Funding Recognition

The Government Sponsor shall recognize in any publications, media presentations, or other presentations referencing the Project produced by or at the direction of the Government Sponsor, 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 Government Sponsor shall also permit the Grant Recipient to 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.

9. Termination for Cause

A. Subject to the notice provisions set forth in Section 9B 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 the Government Sponsor has failed to comply with any provision of this Agreement and is therefore in default.



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B. Prior to terminating this Agreement in accordance with Section 9A above, Metro shall provide the Government Sponsor with written notice that describes the reason(s) that Metro has concluded that the Government Sponsor is in default and includes a description of the steps that the Government Sponsor shall take to cure the default. The Government Sponsor shall have 180 days from the date such notice is received of default to cure the default. In the event the Government Sponsor does not cure the default within the 180-day period, Metro may terminate all or any part of this Agreement. Following such termination, Metro shall notify the Government Sponsor in writing of effective date of the termination.

C. The Government Sponsor 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 the Government Sponsor 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, the Government Sponsor), this Agreement shall be reinstated or the parties may agree to treat the termination as a joint termination for convenience, whereby the rights of the Government Sponsor shall be as set forth below in Section 10.

10. Joint Termination for Convenience

Metro and the Government Sponsor 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, signed agreement of both Metro and the Government Sponsor.

11. Mutual Indemnification

The Government Sponsor 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 the Government Sponsor or the Government Sponsor's officers, agents, or employees, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS chapter 30. Metro shall indemnify, defend, and hold the Government Sponsor

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and the Government Sponsor'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 Metro or Metro's officers, agents, or employees, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS chapter 30.

12. Project Records

A. For the term of this Agreement, the Government Sponsor shall maintain comprehensive records and documentation relating to the Project and the Government Sponsor's performance of this Agreement (hereinafter "Project Records") in compliance with the Government Sponsor's applicable records retention rules and to make such records available to Metro upon Metro's reasonable request.

13. 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 the Government Sponsor'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).

14. 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 the Government Sponsor and all employers working for the Government Sponsor 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, the Government Sponsor and every contractor and



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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.

15. 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.

Government Sponsor's Designated Representatives:

Jane Bacchieri
1120 SW 5th Ave., 10th Floor
Portland, OR 97204
Email: jane.bacchierri@portlandoregon.gov

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

16. Assignment

The Government Sponsor may not assign any of its responsibilities under this Agreement without prior written consent from Metro, which consent shall not be unreasonably withheld. If the Government Sponsor sells the Property, the Government Sponsor shall continue to be bound by those terms and conditions of this Agreement that pertain to the Project Area. In the event of a sale, the Government Sponsor shall notify Metro of the sale at least sixty (60) days in advance and in writing and ensure that any future purchaser of the

INTERGOVERNMENTAL AGREEMENT

Property takes subject to an easement described in that certain "Declaration of Covenant to Reserve Future Easement," Multnomah County Recorder's No. _2016-009991_. The easement shall ensure that the Project Area is used in a manner consistent with the Nature in Neighborhood Approved Purposes until June 30, 2027, and shall allow Government Sponsor to capitalize the Project in accordance with Section 2 of this Agreement and to otherwise comply with its obligations under this Agreement.

17. Severability

If any term or provision in this Agreement shall be adjudged invalid or unenforceable, such adjudication shall not affect the validity or enforceability of the remainder of the Agreement, which remaining terms and provisions shall be valid and be enforced to the fullest extent permitted by law.

18. Entire Agreement; Modifications

This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding 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.

19. Recording

The Government Sponsor will cause this Agreement and the Declaration of Covenant to Reserve Future Easement to be recorded in the chain of title for the Property at the Government Sponsor's expense.



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

**CITY OF PORTLAND BUREAU OF
ENVIRONMENTAL SERVICES**

METRO

Signature

Martha J. Bennett
Metro Chief Operating Officer

Print Name: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM BY:

Deputy City Attorney

Hope Whitney
Senior Assistant Metro Attorney

Date: _____

Date: _____

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Grant Agreement

Metro Contract No: 933932

NATURAL AREAS BOND MEASURE CAPITAL GRANT AWARD

THIS Contract is entered into between Metro, an Oregon municipal corporation, located at 600 Northeast Grand Avenue, Portland, Oregon 97232-2736, and Friends of Zenger Farm, located at 11741 SE Foster Rd., Portland, Oregon 97266, hereinafter referred to as the "Contractor."

Metro has established the Nature in Neighborhoods Capital Grants program with the purpose of funding capital projects throughout the metropolitan region. Except as specifically provided in this Contract, 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 these projects (2) sponsorship benefits or supervisory responsibility with respect to the projects; or (3) ownership or responsibility for care and custody of the tangible products which result from the projects.

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF WORK

Contractor shall perform all activities described in the Scope of Work attached hereto as Exhibit "A" (the "Work"). Contractor shall not be reimbursed for any of the Work unless and until Metro and the public entity that owns the real property where the Work will occur (the "Local Government Sponsor") have entered into a separate intergovernmental agreement in a form acceptable to Metro requiring, in part, that the Local Government Sponsor commit to treat the Work as a capital improvement.

2. TERM OF AGREEMENT

The term of this Contract shall be for a period commencing upon contract execution through and including December 31, 2016. Metro may, at its discretion, grant a single six month extension of the Contract term provided that Contractor provides to Metro a written extension request, submitted not later than 30 days prior to the expiration date of this Contract, demonstrating a compelling need for such extension.

3. CONTRACT SUM AND TERMS OF PAYMENT

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

4. LIABILITY AND INDEMNITY

Contractor is an independent contractor and assumes full responsibility for the performance of the Work and the content of its work and performance of Contractor's labor, and assumes full



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

5. TERMINATION

Metro may, in its discretion, terminate this Contract at any time upon giving Contractor seven (7) days written notice. Without limiting the foregoing, if Metro concludes, in its discretion, that Contractor has failed to make substantial progress toward completing the Work at any time after one year following the effective date of this Contract then Metro will terminate this Contract as provided in the preceding sentence. In the event of termination, Contractor shall be entitled to payment for work performed prior to the date of termination. Metro shall not be liable for indirect or consequential damages. Termination by Metro will not waive any claim or remedies that Metro may have against the Contractor.

6. INSURANCE

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

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

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

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

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

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

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

7. MAINTENANCE OF RECORDS

Contractor and subcontractors shall:

- A. Maintain all records relating to the Work in accordance with generally accepted accounting principles.
- B. Maintain all records relating to the Work necessary to clearly document:
 - (1) The performance of the contractor, including but not limited to the contractor's compliance with contract plans and specifications, compliance with fair contracting and employment programs, compliance with Oregon law on the payment of wages and accelerated payment provisions; and compliance with any and all requirements imposed on the contractor or subcontractor under the terms of the contract or subcontract;
 - (2) Any claims arising from or relating to the performance of the contractor or subcontractor under a public contract;
 - (3) Any cost and pricing data relating to the contract; and
 - (4) Payments made to all suppliers and subcontractors.
- C. Maintain all records for the longer period of (a) six years from the date of final completion of the contract to which the records relate or (b) until the conclusion of any audit, controversy or litigation arising out of or related to the contract.
- D. Make all records relating to the Work available to Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of 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 records are not made available within the boundaries of Metro, the Contractor or subcontractor agrees to bear all of the costs for Metro employees, and any necessary consultants hired by Metro, including but not limited to the costs of travel, per diem sums, salary, and any other expenses that Metro incurs, in sending its employees or consultants to examine, audit, inspect, and copy those records. If the Contractor elects to have such records outside these boundaries, the costs paid by the Contractor to Metro for inspection, auditing, examining and copying those records shall not be recoverable costs in any legal proceeding.
- E. Authorize and permit Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, to inspect, examine, copy and audit the books and records of Contractor or subcontractor, including tax returns, financial statements, other financial documents and any documents that may



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be placed in escrow according to any contract requirements. Metro shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of subsection F of this section.

F. Disclose any records related to the Work as requested by Metro and agree to the admission of such records as evidence in any proceeding between Metro and the Contractor or subcontractor, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.

G. Pay all costs incurred by Metro in conducting any audit and inspection that reveals that records related to the Work disclose that Metro is owed any sum of money or establish that any portion of any claim made against Metro is not warranted. Metro may withhold such costs from any sum that is due or that becomes due from Metro.

8. PUBLIC CONTRACTS

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

In particular, for public works subject to ORS 279C.800 to 279C.870 pertaining to the payment of prevailing wages as regulated by the Oregon Bureau of Labor and Industries, Contractor and every 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.

9. ATTORNEY'S FEES

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

10. SUBCONTRACTORS

Contractor shall notify Metro prior to negotiating any subcontracts. Metro reserves the right to reasonably reject any subcontractor or supplier and no increase in the Contractor's compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this Contract. Contractor shall be fully responsible for all of its subcontractors as provided in Section 4.

11. RIGHT TO WITHHOLD PAYMENTS

Metro shall have the right to withhold from payments due Contractor such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage or claim which may result from Contractor's performance or failure to perform under this Contract or the failure of Contractor to make proper payment to any suppliers or subcontractors. If a liquidated damages

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provision is contained in the Scope of Work and if Contractor has, in Metro's opinion, violated that provision, Metro shall have the right to withhold from payments due Contractor such sums as shall satisfy that provision. All sums withheld by Metro under this Section shall become the property of Metro and Contractor shall have no right to such sums to the extent that Contractor has breached this Contract.

12. SAFETY

If services of any nature are to be performed pursuant to this Contract, Contractor shall take all necessary precautions for the safety of employees, volunteers and others in the vicinity of the services being performed 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. INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any proposal documents including, but not limited to, Requests for Proposals, Proposals and Scopes of Work that were utilized in conjunction with the award of this Contract are hereby expressly incorporated herein by reference; provided, however, that the terms described in sections 1 through 15 of this Contract and in Exhibit "A" shall control in the event of any conflict between such terms and such other incorporated documents. Otherwise, this Contract represents the entire and integrated agreement between Metro and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both Metro and Contractor. The law of the state of Oregon shall govern the construction and interpretation of this Contract.

14. NO WAIVER OF CLAIMS.

Metro's failure to enforce any provision of this Contract shall not constitute a waiver by Metro of that or any other provision of this Contract.

15. ASSIGNMENT

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

FRIENDS OF ZENGER FARM

METRO

Signature_____
Signature_____
Print Name and Title_____
Print Name and Title_____
Date_____
Date



METRO
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Scope Of Work – Exhibit A

Metro Contract No. 933932

CAPITAL GRANTS PROGRAM GRANTS AGREEMENT

- I. Project Title/Project Number Zenger Farm Urban Grange Courtyard
- II. Grant Recipient contact Mike Wrenrick
Friends of Zenger Farm
11741 SE foster Rd
Portland, OR 97266
mike@zengerfarm.org
503-473-4055
- III. Budget
- | | |
|-----------------------|------------|
| Grant award | \$ 142,750 |
| Financial match | \$ 340,652 |
| In-kind match | \$ 27,314 |
| Total cost of project | \$ 510,716 |
- IV. Project location
- V. Scope of Work
- This scope of work sets forth the work and requirements the Grant Recipient shall undertake as part of Metro's Nature in Neighborhood Capital Grants program grant award. The original grant application (see attached Attachment 1) sets forth the scope of work except as modified or added to herein:
- The Art Installation and Children's International Garden have been removed from the scope of work. The project budget has been adjusted as indicated in Attachment 2.
 - With Metro's approval, grant funds that are not needed as projected in a budget line item may be applied toward other budget line items described in the budget within Attachment 2.

Project Benchmarks and Deliverables

- Benchmark 1: Pre-agreement expenses indicated in Attachment 2 will be applied toward matching requirements
- Deliverable 1: Provide documentation for pre-agreement expenses which may include non-profit and agency staff time and consultant expenses.
- Benchmark 2: Complete design development and construction documents for courtyard and stormwater improvements associated with the Project.
- Deliverable 2: Submit bid documents and revised cost estimate
- Benchmark 3: Construction and installation of the site improvements.



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Scope Of Work — Exhibit A

Deliverable 3: Invoices documenting expenses incurred including expenses that will be applied to financial and in-kind match. Include photos.

Publicity

As provided in Section 5 of the Intergovernmental Agreement, Grant Recipient shall place at the Project's location signage that communicates that funding for the Project came from the Metro Natural Areas Bond Measure's Nature in Neighborhoods Capital Grants Program. Metro may withhold final reimbursement payment until such signage has been placed. In addition, Grant Recipient shall recognize in any publications, media presentations, or other presentations referencing the Project, produced by or at the direction of Grant Recipient, that funding for the Project came from the Metro Natural Areas Bond Measure's Nature in Neighborhoods Capital Grants Program.

VI. Reporting Requirements:

- a. Bi-Annual Progress Reports: In addition to the Benchmarks and Deliverables set forth above, once work has begun, Grant Recipient shall provide to Metro a progress report, documenting the status of the Project at least every six months. A progress report shall be included with every reimbursement request submitted by Grant Recipient and when the Project benchmarks identified above are met.
- b. All progress reports shall provide the following details: an account of the work accomplished to date, a statement regarding Grant Recipient's progress on meeting benchmarks, the percentage of the Project completed, a statement as to whether the Project is on schedule or behind schedule, a description of any unanticipated events, and data regarding success indicators. All progress reports submitted by Grant Recipient shall be in the Progress Report Form provided by Metro unless Metro approves another reporting method in order to provide consistency with other project funders.
- c. Final Report: Grant Recipient must submit a final report and final reimbursement request within 60 days of the earlier of (a) the Project completion date or (b) the expiration date of the Intergovernmental Agreement. The final report shall include full and final accounting of all expenditures, the value and source of matching funds, a description of work accomplished, volunteer hours and participation, Project photos (including a photo of the signage acknowledging the Nature in Neighborhoods Capital Grants Program participation), and data on success indicators. The final report submitted by Grant Recipient shall be in the Final Report Form provided by Metro unless Metro approves another reporting method in order to provide consistency with other project funders.

I. Project Payment and Reimbursement

- a. Metro will reimburse Grant Recipient \$1.00 for every \$3.00 of out-of-pocket costs expended after September 1, 2014 to complete the project, consistent with the original grant application, up to but not exceeding Metro's total grant award of ONE HUNDRED FORTY-TWO THOUSAND SEVEN HUNDRED FIFTY AND 00/100TH DOLLARS (\$142,750). In no event shall Grant Recipient request or expect reimbursement from Metro in excess of that amount.



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(503) 797-1700

Scope Of Work – Exhibit A

- b. Payments will be processed as reimbursement for costs incurred and paid by the Grant Recipient.
- c. **RETAINAGE:** Metro will reserve as retainage from any reimbursement payment an amount equal to five (5%) percent of the requested reimbursement amount. The retainage will not be disbursed to Grant Recipient until the Project is fully completed and finally approved by Metro. Following completion of the Project and approval by Metro, Metro will deliver to Grant Recipient the entire retainage as part of the final reimbursement payment.
- d. To request the reimbursement of allowable expenses, Grant Recipient will complete Metro's Reimbursement Request Form and submit an itemized statement of work completed and an accounting of all expenses incurred during the current reimbursement period. A progress report shall accompany all reimbursement requests. The form, statement, and report shall be sent to:

METRO
ATTN: ORIANA QUACKENBUSH
600 NE GRAND AVE
PORTLAND OR 97232-2736
- e. Metro will make a reimbursement payment for those items identified in the Scope of Work or subsequent amendments to the Intergovernmental Agreement. Substitutions or changes of elements of the Project that have not been approved by Metro are not eligible for reimbursement.
- f. Payment shall be made by Metro on a Net Fifteen (15) day basis upon approval of reimbursement request.

II. Success Indicators

Grant Sponsor agrees to monitor the Project for three consecutive years following the completion of the Project and Grant Recipient agrees to report the following information to Metro upon completion of the Project.

- Grant Recipient will assess the extent the site improvements have enhanced Zenger Farms ability to teach youth about urban ecology and stormwater management.
- Grant Recipient will demonstrate the community's use of Zenger Farms that's not associated with school field trips or youth camps by tracking and reporting on such use.



Metro

Nature in Neighborhoods Capital Grants

F-1 Cover Sheet

4

Check one:

- ☐ Letter of Interest
☒ Final Proposal

| | | | |
|---|---|---------------------|--------------------------------------|
| Project Name | Zenger Farm Urban Grange Courtyard | | |
| Applicant Organization | Friends of Zenger Farm | | |
| Contact Name | Jill Kuehler | Phone | 503.621.7655 |
| Address | 11741 SE Foster Rd Portland, OR 97266 | | |
| Email | jill@zengerfarm.org | | |
| Is the applicant organization a registered 501(c)(3)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, what is the EIN? 93-1269630 | | | |
| Public Agency (if different from applicant) | City of Portland Bureau of Environmental Services | | |
| Contact name | Jane Bacchieri | Phone | 503.823.7740 |
| Address | 1120 SW 5 th Ave, 10 th floor, Portland, OR 97204 | | |
| Email | Jane.bacchieri@portlandoregon.gov | | |
| Site Name | Zenger Farm | Address or Location | 11741 SE Foster Rd Portland OR 97266 |

Evaluation criteria: ☐ ReNature ☐ ReGreen ☒ Both

Project Summary (50 words or less)

Metro funding will support courtyard improvements associated with the new Urban Grange facility that will provide more youth and families with access to nature and hands-on experiential learning.

Nature in Neighborhoods Capital Grant funding Request \$ 159,750 If submitting more than one proposal, please rank this proposal in order of priority. ☐

Total project cost \$ 485,681

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

| | | | |
|---------------|-------------------|----------------------------------|----------------|
| Applicant | Organization Name | Friends of Zenger Farm | |
| | Printed Name | Jill Kuehler | |
| | Signature | | Date 1.22.14 |
| Public Agency | Organization Name | Bureau of Environmental Services | |
| | Printed Name | Jane Bacchieri | |
| | Signature | | Date 1/23/2014 |



CITY OF PORTLAND ENVIRONMENTAL SERVICES



1120 SW Fifth Avenue, Room 1000, Portland, Oregon 97204 ■ Nick Fish, Commissioner ■ Dean Marriott, Director

January 22, 2014

Metro Nature in Neighborhoods Capital Grants Committee,

This letter serves to certify that the Urban Grange courtyard project shall be properly recorded as a fixed asset in the Bureau of Environmental Service's audited financial statement, and that the accounting treatment for this project is consistent with other similar transactions for BES.

BES will provide technical assistance to Zenger Farm to design and monitor the innovative stormwater management techniques that will be a part of the Urban Grange project. The Urban Grange will include a 1500 square foot ecoroof and a series of infiltration water quality planters designed to retain and filter the stormwater from the building and parking lots. Zenger Farm is working with the Bureau of Environmental Services to design the ecoroof and stormwater management facilities to provide water quality treatment beyond the minimum requirements of the 2014 Stormwater Management Manual. The goals include providing additional protection for the conservation zone to the north and the enhancement of the educational opportunities for students at the Urban Grange. Pervious paving for the new accessible parking area will further reduce the potential stormwater runoff directly adjacent to the conservation zone.

The Bureau of Environmental Services is exploring the installation of monitoring equipment at the site to test both the water quality and runoff volumes from the conventional and ecoroof portions of the building, further enhancing the educational opportunities for students. BES will commit up to 30 hours of staff time to support the project at a value of up to \$4200.

We look forward to partnering with Zenger Farm on the Urban Grange project.

Sincerely,

Jane Bacchieri
Manager, Watershed Services

Metro Nature in Neighborhoods Capital Grant program
Friends of Zenger Farm
January 23, 2014

Project Description

Zenger Farm seeks \$159,750 from Metro Nature in Neighborhoods capital grant program to support the installation of native gardens and a courtyard which will enhance the impact of the new Urban Grange facility. The Urban Grange Courtyard and Gardens are designed to improve the educational experience of students visiting the farm, allow for Zenger Farm to grow from serving 7,500 students a year to 13,000 by 2016, and to provide more neighborhood families with a safe place to access nature.

The Urban Grange Courtyard and Gardens will offer the following opportunities to connect with nature and learn about the different functions of our natural ecosystem:

1. **Grassy meadow:** Students will begin their field trip in the grassy meadow. They are welcomed by field trip leaders, who set the tone for respecting nature during their visit. They learn to use their senses with "eagle eyes" and "deer ears". Several games will be played in the meadow, including *adaptation tag* where students play out roles in ecosystem.
2. **Rain garden:** An extensive rain garden just to the north of the Grange's classroom serves as a natural space within the context of the built environment. Within view of the wetlands below, the rain garden acts as an important educational component of the farm by demonstrating the water management functions of the wetland. The Zenger Farm rain garden will be planted with native species common to the plant communities of the scrub-shrub wetlands found near Johnson Creek
3. **Outdoor classroom:** The outdoor classroom will replace an existing dilapidated building that is a hazard. The covered structure will have open sides and will face in toward the courtyard. The classroom is designed for 15 students to have a covered, seated structure. The facility will have basic storage for educational materials and a whiteboard.
4. **International Children's Garden:** This 6,500 square foot garden will feature eight different garden beds featuring the different cultures represented in outer SE Portland. For example in the SE Asian garden, culturally relevant produce such as bitter melon, daikon radish and long beans will be planted. Vendors from the Lents International Farmers Market will work with Zenger staff to design the gardens and identify plants. The International Children's Garden will also feature a "FBI Zone", Fungus, Bacteria, Invertebrates, where composting will take place. Students will learn how soil is built and perform hands-on investigations.
5. **Forest Garden:** The area in front of the farmhouse has always been very rocky and compacted and difficult to plant. At the same time it's a very noisy area right on Foster Road. Plants and shrubs will be planted along a meandering path that will act as an educational "food forest" and provide a buffer from the loud road. The Forest Garden will feature a Pollinator Paradise where students will observe pollinators in action. Zenger Farm will partner with Xerces Society for Invertebrate Conservation to identify appropriate habitat for native pollinators and to design educational

Attachment A

signage. The Food Forest will also include a willow tunnel that will lead to a willow dome. It will be an inviting, natural space designed to make students feel safe and welcome in nature.

6. **Art installations and signage:** Zenger Farm will offer a contest to local artists to design and install educational art pieces to support each of the gardens and the grassy meadow. Educational signage will be featured at each area to support individuals and families who choose to take a self-guided tour through the gardens.

Initial designs have already been finalized for the Urban Grange and \$1,250,000 has been committed toward the \$2.1 million goal. Groundbreaking is planned for July 2014 and construction will be completed in six months. Planned program expansions enabled by construction of the Urban Grange will occur from 2014 through 2016. Historically — and in parts of the world still today — grange halls were gathering places for rural folk to break bread, celebrate the bounty of the land, and support one another in times of need. With this as a guiding vision, the Urban Grange will be a hub for healthy food, environmental stewardship and community connection. The Urban Grange will include:

- A multi-use classroom that will allow Zenger Farm to increase the number of students participating in educational programs each year from 7,500 to 13,000.
- A commercial kitchen which will host 20 emerging food businesses by low-income entrepreneurs, enable cooking workshops for groups of 20, and allow an increase in participation in Healthy Eating on a Budget classes from 1,000 to 2,000 families.
- Office space for 20 people, which will enable staffing to meet the growing demand for programming and improve program delivery.
- Courtyard features including a welcome center, an outdoor classroom, and a grassy meadow.
- Extensive landscaping of the upper property including a rain garden, international children's garden and a forest garden.

This project proposal is the result of a careful and considered planning process. A Master Plan for Zenger Farm was completed in 2000. That plan identified two phases of site improvements. The first was the renovation of the condemned historic farmhouse on the property to provide indoor classroom space to enable year-round programming.

Phase One was completed in 2007 with support from the City of Portland and a number of regional foundations. As a result of that development, Zenger Farm increased both its capacity and its service audience. Participation in Zenger Farm's education program increased from 2,331 youth in 2006 to over 7,500 in 2013. New programs such as the Lents International Farmers Market, Healthy Eating on a Budget and the SNAP CSA were also added to meet identified community needs.

Phase Two of the Master Plan is construction of a new facility and upgrades to the grounds to replace three small and dilapidated farm storage buildings.

Need and Target Population

Zenger Farm is located in East Portland in the David Douglas School District. Approximately 93,000 people live within a 2-mile radius of the farm and have easy access to Zenger Farm programming. There is a higher concentration of children and youth in East Portland than other parts of the metropolitan area, with

over 20% of the population under the age of 18 – approaching 30% in neighborhoods closest to Zenger Farm.

East Portland is more ethnically and racially diverse than Portland as a whole, with 33% of residents identifying as Hispanic, Asian, African American or multiracial. There is also a significant population of first-generation immigrants from Russia, Ukraine and other Eastern European countries. 24% of David Douglas School District students are English language learners.

In the David Douglas School District, where Zenger Farm is located, 82% of students qualify for free and reduced school meals (*compared to a county average of 55%*). In a 2009 survey, 36% of students reported they do not always get enough to eat.

Zenger Farm provides an integrated program to promote better nutrition and environmental stewardship. Zenger Farm provides multiple avenues for youth and families to become engaged, and offers “next steps” that empower people to become stewards of their local environmental, grow and prepare good food, and ultimately become advocates, educators and entrepreneurs in their own communities.

Zenger Farm programs include:

- *Youth Education Program:* Over 7,500 Portland students visit Zenger Farm each year for field trips and summer camps. Zenger Farm reserves 40% of field trips for Title I schools that have little opportunity for outdoor, experiential field trips, and whose students are at highest risk from obesity and diet-related diseases. Interactive educational activities focus on topics such as planting, harvesting and preparing fresh foods, as well as composting, conservation and wildlife viewing. In 2012 Farm School launched in partnership with David Douglas School District (DDSD). All 860 DDSD 5th grade students visit the farm three times during the school year and have a Zenger Farm educator visit their classrooms in the winter months. DDSD teachers have built the 5th grade science curriculum based on Farm School.
- *Zenger Urban Farm Project:* Through operation of a small farm business, Zenger Farm demonstrates sustainable agriculture and provides training each year for hundreds of citizens on topics like care and pruning of fruit trees, keeping chickens for egg production, beekeeping and production of honey, and use of worm-bins for composting. Zenger Farm’s new Community Supported Agriculture program is one of the first in the state to accept SNAP (formerly known as food stamps) as payment for shares, allowing more people to access fresh, healthy food straight from the farm. In 2013 Zenger Farm trained over 400 CSA farmers across the county in how to set up their own systems to accept SNAP for shares.
- *Lents International Farmers Market (LIFM):* Zenger Farm launched LIFM in 2004 in partnership with other community organizations, as part of a community survey in which 23% of Lents residents identified themselves as “food insecure.” LIFM provides affordable, fresh, culturally diverse produce to the Lents community. Since 2008, federal SNAP dollars spent at the market have been matched 1:1. Due to the success of the program, seven other markets in Portland have started their own SNAP match programs. LIFM also has a Community Table, where neighbors can sell extra produce from their home gardens.

- **Healthy Eating on a Budget:** Healthy Eating on a Budget educates underserved families in outer SE Portland in how to shop, prepare and eat healthy meals on a limited budget. In three years 3,000 neighbors have participated in the program, with participants gaining new skills in providing healthy affordable meals for their families.

In the past five years, Zenger Farm has grown from two staff to 12 and from serving 3,000 people a year to 11,000 people. The current infrastructure will not support the continued growth of the thriving organization. Construction of the Urban Grange, gardens and courtyards will enable Zenger Farm to double its capacity, its service area, and its service audience. The new gardens, classroom, and courtyard will allow Zenger Farm to increase the total number of students visiting the farm by providing more spaces for groups to gather and interact with the site.

Key Criteria

Zenger Farm's Urban Grange Courtyard and Gardens project is a specific fit with both of Metro's goals of "re-nature" and "re-green".

Re-nature Goal: Protect water quality and enhance wildlife habitat through the preservation and restoration of ecological features and functions.

The four acre area where the improvements will take place is currently very under-utilized. There are three dilapidated buildings and several open spaces that have been used variously as community and children's gardens. The site plan will remove these, allowing for the creation of native plant gardens and meadows.

The Urban Grange project features a significant re-greening of this part of the property. Just north of busy Foster Road are the forest garden and "pollinator paradise". Historically, mixed coniferous/deciduous riparian forests were found along Johnson Creek's broad floodplain. The forest garden will be planted with native species from the distinct plant communities found there and will feature a living native willow dome.

The forest garden will also play an important role in buffering the farm from Foster Road. This buffer will facilitate the user's ability to find connection with nature yards away from the noise and bustle of such a busy road. The pollinator paradise's small sunny patch of Northwest native wildflowers offers another place to connect with nature. Out in the open, watching pollinators do their work, the wildflower patch creates a simple and elegant juxtaposition to the shaded living willow shelter just yards away.

The courtyard and upper property landscaping is designed to serve the joint missions of Zenger Farm and the City of Portland's Bureau of Environmental Services of demonstrating environmental stewardship. BES purchased the property to improve stormwater management through preservation of the wetlands, one of the cornerstones of Zenger Farm education. The farm demonstrates innovative stormwater management practices to all visitors of the farm and how sustainable farming techniques can support healthy water quality.

The wetland plays an important role in Zenger Farm's educational offerings. The Zenger wetland is one of only a few wetlands in the city where all five native amphibians live and no invasive bullfrogs are found. All students who visit Zenger Farm experience the wetland firsthand and learn the importance of protecting

our local ecosystem. In order to reduce the impact on this sensitive habitat, the Urban Grange project brings essential elements of the lowland areas upland to the more visited, high impact, and accessible areas of the farm.

The new Urban Grange project will include approximately 1500 square feet of an extensive ecoroof and a series of infiltration water quality planters designed to retain and filter the stormwater from the building and parking lots. Zenger Farm is working with the Bureau of Environmental Services to design the ecoroof and stormwater management facilities to provide water quality treatment well beyond the minimum requirements of the 2014 Stormwater Management Manual. The goals include providing additional protection for the conservation zone to the north and the enhancement of the educational opportunities for students at the Urban Grange. In addition, the use of pervious paving for the new accessible parking area will further reduce the potential stormwater runoff directly adjacent to the conservation zone. The Bureau of Environmental Services is exploring the installation of monitoring equipment at the site to test both the water quality and runoff volumes from the conventional and ecoroof portions of the building, further enhancing the educational opportunities for students.

Re-green goal: Ensure that the presence and experience of nature is a fundamental element of every neighborhood's character and livability.

The City of Portland has a goal that every resident is within a half-mile walk of a developed park or natural area by 2020. Eighty percent of households citywide meet the half-mile standard but in east Portland, it's only 63 percent. In addition city surveys show that East Portland residents are just as likely to "never" set foot inside their neighborhood park as they were 22 years ago. They also don't feel safe in nearby parks, don't think maintenance is improving and don't believe the city is opening parks closer to their homes — all in contrast to the city as a whole.

The Urban Grange project very closely aligns with Metro's "re-greening" goal. Zenger Farm is one of the few places where residents from outer southeast Portland can come to connect with nature. One of the David Douglas fifth grade teachers recently told us, "When I ask my students who has been to the Oregon Coast, only one or two raises their hands. When I ask them who has been downtown, only five or six raise their hands. Their world is their school and their home with little opportunity to experience the natural world. At Zenger Farm they get to be in a safe place outside, walk on uneven ground and fall in love with a place right in their backyard. They can bring their families back for workshops and have a sense of pride in learning where good food comes from and how it grows." The Urban Grange Courtyard is designed to support Zenger Farm's growth. Over 7,500 students visit the farm each year and the improvements will allow us to grow to 13,000 while also offering more family programming.

The Urban Grange Courtyard project includes a series of educational gardens including a rain garden, international children's garden, forest garden, and wildflower patch, each connected to another through a series of accessible, meandering paths.

Partnerships and Community Engagement

Zenger Farm sought public input on this project in 2012 through a number of open houses and design charrettes. Presentations were made to Lents Neighborhood Association, East Portland Action Plan, and Foster Green Ecodistrict. The project has received endorsements from all three bodies. As the design

progresses, Wisdom of the Elders and Xerces Society will be consulted for plant selection and to ensure that the design best serves the project's educational goals.

The City of Portland Bureau of Environmental Services is the main project partner. BES has been involved in the project design since the inception and they are supporting the project through landscape design.

Wisdom of the Elders will partner with Zenger Farm on the final design and the education programs. They will share information and story-telling expertise on traditional First Foods of Native peoples and food systems in the Urban Grange Landscape and promote educational programs to Native families.

David Douglas School District students will help with the installation of the gardens. The 5th grade Farm School students will become stewards of the landscape, developing the willow tunnels and maintaining the gardens.

PLACE, a local landscape design company, provided pro-bono support to the project in the early phases to develop a conceptual design of how the landscape features of the Urban Grange could help accommodate programmatic growth.

Dennis' Seven Dees has supported site improvements at Zenger Farm for the past five years. They are providing design consultation. A conceptual budget estimate is provided.

Early supporters of the Urban Grange include Bob's Red Mill, New Seasons Market, Bridgetown Natural Foods, Multnomah County and Portland Development Commission. All supporters are strong partners who understand the impact the Urban Grange will make to East Portland.

Project Evaluation

The Urban Grange Courtyard and Gardens is designed to improve the educational experience of students visiting the farm, allow for Zenger Farm to grow from serving 7,500 students a year to 13,000 by 2016, and to provide more neighborhood families with a safe place to access nature.

Zenger Farm will use a variety of methods to measure success of the project. Using attendance records, student and teacher surveys, and observation, Zenger Farm will demonstrate the following:

- Increase annual student participation from 7,500 to 13,000.
- 80% of students report they learned something new about native plants and amphibians,
- 80% of students report Zenger's gardens, forest, farm and meadow are good places to experience the natural world.
- 80% of teacher will report that the field trip programs are well-aligned with science standards.
- Collaborate with BES to measure both the water quality and runoff volumes from the conventional and ecoroof portions of the building.
- Xerces Society returns to count and identify what native pollinators are now in the upper portion of the site, evaluate health of plant communities installed as part of forest garden.

Project Feasibility

Zenger Farm has raised \$1.25 million of the \$2.1 million to support the Urban Grange construction. \$500,000 is currently pending in grant support and a capital campaign committee is actively fundraising for corporate and individual support. Construction of the Urban Grange will begin in July 2014. Installation of the courtyard and the gardens will begin in the fall of 2014.

Zenger Farm has hired Marcia Maynes to serve as Owner's Representative during construction of the Urban Grange. Marcia served as a project manager New Seasons Market, developing nine store locations. Prior to NSM, she project managed Nature's NW, coordinating a large architectural, and construction design team, managing three projects and 36+ consultants. Marcia will work with contractors and landscapers to manage timelines and increase efficiencies.

| CONSTRUCTION TIMELINE | |
|---|----------------|
| Recruit Architect – DECA Architecture | Completed |
| Vision, Design, and Building Schematics | Completed |
| Develop construction budget based on conceptual plans | Completed |
| Recruit Civil and Structural Engineer – KPSF | Completed |
| Recruit Mechanical Engineer – BEA Consulting | Completed |
| Engineering Plans | June 2013 |
| Finalize Construction Bid and Contract | March 2014 |
| Partner meetings to finalize landscape plan (including BES, Wisdom of Elders and Xerces Society) | March 2014 |
| Recruit General Contractor | March 2014 |
| Announce artist competition for educational art installation | April 2014 |
| Complete Permitting | June 2014 |
| Select artist for art installation | June 2014 |
| Break Ground | July 2014 |
| Begin landscape installation of the food forest and courtyard | September 2014 |
| Complete Urban Grange Construction and Installation of Equipment | Dec 2014 |
| Install Furnishings and Take Up Occupancy | Jan 2015 |
| Install landscape features immediately around the building including infiltration basins, swales, stair stepped conveyance feature, International Children's Garden, permeable pavers and educational art | Jan-Feb 2015 |
| Begin planting the International Children's Garden | March 2015 |

Statement

BES has included a letter of support. The project has been vetted with BES and they have approved our submittal.

**Metro Nature in Neighborhoods Capital Grant Program
Zenger Farm Urban Grange
Budget Narrative**

Professional Services Cost

Pre-Agreement:

- 5,000 Zenger Farm staff time to support design development
- 5,000 PLACE to provide conceptual landscape plan
- 4,200 BES staff to provide landscaping design
- 10,000 Deca Architects for design development and construction documents

Post-Agreement:

- 10,000 Zenger Farm staff time to manage construction
- 10,000 Maynes Consulting to manage construction as owner's representative
- 20,000 volunteer support garden installation (1,000 hours at \$20/hour)

Construction Costs

A. Site Prep

- 7,325 for site clearing, including the removal of two buildings (based on B&G Builders bid)
- 44,201 excavation services for new facility and leveling for courtyard (B&G bid)

B. Utilities

- 43,995 utilities, including new utilities lines, drainage systems and a pump station (B&G bid)

C. Improvements/Materials *

- 20,000 outdoor classroom providing covered space for 20 participants and a green roof for demonstration of innovation stormwater management (B&G Builders estimate)
- 3,700 infiltration basins (900 sq ft) on the north of building (Dennis' 7 Dees estimate)
- 3,300 stair stepped conveyance feature (600 sq ft) on east of building (Dennis' 7 Dees estimate)
- 16,000 grassy meadow (10,000 sq ft) (Dennis' 7 Dees estimate)
- 6,500 bioswales (2,400 sq ft) on south and west side of building (Dennis' 7 Dees estimate)
- 17,000 International Children's Garden, (6,500 sq ft) of gardens demonstrating food production from the diverse cultures represented in East Portland. (Dennis' 7 Dees estimate plus volunteer time to plant gardens)
- 18,000 Food Forest (5,000 sq ft) including meandering path, trees, shrubs, willow dome and pollinator paradise (Dennis' 7 Dees estimate)
- 10,000 signage, demonstration signage through the courtyard explaining stormwater management techniques, international gardening, and native landscaping techniques.
- 5,000 bicycle parking - space for ten bicycles (in addition to in-door bike parking for staff) to support increase in program participation.
- 8,250 intensive landscaping, includes native gardens in front of new facility, by the welcome kiosk and around the outdoor classroom and grassy meadow. (Dennis' 7 Dees estimate)
- 12,000 welcome center, a kiosk by the parking lot directing people to the different areas of the campus and providing tour maps. (Deca Architects estimate)
- 5,000 benches (five benches at \$1,000 each) to enhance visitor's experience of Zenger Farm (Deca Architects estimate)

- 35,000 Permeable Pavers on the north side of the Urban Grange (3,200 sq ft) to support stormwater management (Dennis' 7 Dees estimate)
- 20,000 Pathways, one concrete pathway to support ADA accessibility and multiple mulched pathways (Deca Architects estimate)
- 20,000 Art Installation – design and installation of five educational art pieces
- D. Permits**
 - 61,410 Permitting fees (based on online calculator tool)
- E. Ecoroof**
 - 75,000 Ecoroof (B&G Builders bid)
- F. Overhead**
 - 15,000 Zenger Farm bookkeeping, grant management and space costs

Notes:

- *Site clearing, excavation and utility expenses include costs for the new Urban Grange facility. All other costs are specific to the courtyard improvements.*
- *Improvement/material expenses are estimates provided by a general contractor. By the time we submit a final application the landscape plan and the budget will be finalized.*

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

| PROFESSIONAL SERVICES COSTS | | | | |
|--|--------------------|--------------------|---------------|--------------------|
| | financial match | in-kind match | grant request | TOTAL |
| A. Pre-Agreement | | | | |
| 1. Non-profit staff | \$5,000.00 | | | \$5,000.00 |
| 2. Agency staff | | \$4,200.00 | | \$4,200.00 |
| 3. Consultants | \$20,000.00 | \$5,000.00 | | \$25,000.00 |
| 4. Volunteers | | | | \$0.00 |
| B. Post-Agreement Costs | | | | \$0.00 |
| 1. Non-profit staff | \$10,000.00 | | | \$10,000.00 |
| 2. Agency staff | | | | \$0.00 |
| 3. Consultants | | \$10,000.00 | | \$10,000.00 |
| 4. Volunteers | | \$20,000.00 | | \$20,000.00 |
| Total for Professional Services | \$35,000.00 | \$39,200.00 | \$0.00 | \$74,200.00 |

| CONSTRUCTION COSTS | | | | |
|--|---------------------|--------------------|---------------------|---------------------|
| | financial match | in-kind match | grant request | TOTAL |
| A. Site Preparation | | | | \$0.00 |
| 1. Site clearing | \$7,325.00 | \$10,000.00 | | \$17,325.00 |
| 2. Excavation | \$44,201.00 | | | \$44,201.00 |
| B. Utilities | \$43,995.00 | | | \$43,995.00 |
| C. Improvements/Materials | | | | \$0.00 |
| 1. Outdoor Classroom | | | \$20,000.00 | \$20,000.00 |
| 2. Infiltration basins | | | \$3,700.00 | \$3,700.00 |
| 3. Stair stepped conveyance feature | | | \$3,300.00 | \$3,300.00 |
| 4. Grassy meadow | | | \$16,000.00 | \$16,000.00 |
| 5. Bioswales | | | \$6,500.00 | \$6,500.00 |
| 6. International Children's Garden | | \$10,000.00 | \$7,000.00 | \$17,000.00 |
| 7. Food Forest | | | \$18,000.00 | \$18,000.00 |
| 8. Signage | | | \$10,000.00 | \$10,000.00 |
| 9. Bicycle parking structure | \$5,000.00 | | | \$5,000.00 |
| 10. Immediate building landscaping | | | \$8,250.00 | \$8,250.00 |
| 11. Welcome center/kiosk | | | \$12,000.00 | \$12,000.00 |
| 12. Benches | \$5,000.00 | | | \$5,000.00 |
| 13. Permeable Pavers | | | \$35,000.00 | \$35,000.00 |
| 14. Pathways | \$10,000.00 | | \$10,000.00 | \$20,000.00 |
| 15. Art installation | | \$10,000.00 | \$10,000.00 | \$20,000.00 |
| D. Permits | \$61,410.00 | | | \$61,410.00 |
| E. Ecoroof | \$75,000.00 | | | \$75,000.00 |
| E. Urban Grange building (10% of total construction costs used as match) | \$160,000.00 | | | \$160,000.00 |
| Total for Construction Costs | \$411,931.00 | \$30,000.00 | \$159,750.00 | \$601,681.00 |

| OTHER COSTS | | | | |
|---|--------------------|---------------|---------------|--------------------|
| B. Overhead/Indirect costs - these can only be used as match. | \$15,000.00 | | | \$15,000.00 |
| | | | | \$0.00 |
| Totals for Other Costs | \$15,000.00 | \$0.00 | \$0.00 | \$15,000.00 |

| | | | | |
|----------------------------|---------------------|--------------------|---------------------|---------------------|
| TOTAL PROJECT COSTS | \$461,931.00 | \$69,200.00 | \$159,750.00 | \$690,881.00 |
|----------------------------|---------------------|--------------------|---------------------|---------------------|

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 |
|---|-----------|---------|---------|---------|---------------------|---------------------------------------|
| PLACE | | x | | X | \$5,000.00 | conceptual design |
| Portland BES | | x | x | | \$4,200.00 | landscaping plan |
| Seven Dee's Nursery | | x | x | | \$20,000.00 | landscaping implementation |
| Zenger Farm (through other fundraising) | x | | | x | \$481,931.00 | funds raised to support construction |
| Volunteers | | x | x | | \$20,000.00 | site clearing and garden installation |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Total | | | | | \$531,131.00 | |

Project: Zenger Farm Building**100% DD Set Estimate Summary**

Est. No: 2

Date: 9/30/13

| Div # | Division | Amount | Total |
|--------------|---|---------|----------------|
| 1000 | General Requirements | | 79,030 |
| 1000 | General Requirements | 79,030 | |
| 2000 | Site Work | | 144,213 |
| 2100 | Site Preparation & Demolition | 7,325 | |
| 2200 | Erosion Control, Excavation, backfill and topsoil | 44,201 | |
| 2300 | Site retaining walls | 6,290 | |
| 2500 | Roads & Walks (Included in category 3300) | - | |
| 2600 | Water Distribution | 24,500 | |
| 2700 | Drainage Systems (Includes sanitary lift station) | 43,995 | |
| 2900 | Landscaping | 16,915 | |
| 3000 | Concrete | | 223,835 |
| 3300 | Structural Concrete and Interior Slabs (Includes all site concrete) | 223,835 | |
| 5000 | Metals | | 86,905 |
| 5100 | Structural Steel | 86,905 | |
| 5500 | Exterior Railings (Included in structural steel) | - | |
| 6000 | Wood & Plastics | | 273,873 |
| 6100 | Rough Carpentry | 192,305 | |
| 6200 | Finish Carpentry | 41,568 | |
| 6700 | Siding & Trim | 40,000 | |
| 6800 | Decks (Included in rough carpentry) | - | |
| 7000 | Thermal & Moisture Protection | | 109,793 |
| 7100 | Waterproofing, weatherproofing and window installation | 22,300 | |
| 7200 | Insulation | 9,500 | |
| 7250 | Fireproofing | 2,600 | |
| 7400 | Metal Roofing | 70,543 | |
| 7600 | Flashing & Sheet Metal | 2,500 | |
| 7900 | Joint Sealants | 2,350 | |
| 8000 | Doors & Windows | | 88,559 |
| 8200 | Interior Wood Doors and Hardware | 43,390 | |
| 8300 | Basement Overhead Door | - | |
| 8500 | Exterior Doors and Windows | 38,169 | |
| 8800 | Relites and Mirrors (Mirrors included in Bath Accessories) | - | |
| 9000 | Finishes | | 132,320 |
| 9250 | Gypsum Drywall | 58,107 | |
| 9600 | Resilient Flooring | 11,278 | |
| 9700 | Carpet (Included with Marmoleum in Resilient Flooring) | - | |
| 9720 | Special Flooring (concrete seal) | 13,475 | |
| 9900 | Painting | 32,340 | |
| 10000 | Specialities | | 15,794 |
| 10400 | Identifying Devices (Interior Signage) | 1,000 | |
| 10500 | Lockers at Basement | 4,882 | |
| 10520 | Fire Protective Devices (Extinguishers) | 1,280 | |
| 10800 | Toilet & Bath Accessories | 2,120 | |
| 10900 | Closet Shelving | 5,524 | |

100% DD Set Estimate Summary

Date: 9/30/13

See Attached "Estimate Exclusions, Clarifications & Allowances"

2

**PRELIMINARY LANDSCAPE BUDGET WORKSHEET**

for

ZENGER FARM

January 21, 2014

Scope of Work:

| | Square Feet | Recommended Budget | | Adjustments | Approved Budget |
|----------------------------------|-------------|--------------------|----------|-------------|-----------------|
| | | Low | High | | |
| Infiltration Basins | 900 | \$3,600 | \$3,825 | | |
| Stair Stepped Conveyance Feature | 600 | \$3,000 | \$3,600 | | |
| Grassy Swales | 2,400 | \$6,000 | \$7,200 | | |
| Grassy Meadow / Courtyard | 10,000 | \$15,000 | \$17,500 | | |
| International Children's Garden | 6,500 | \$16,250 | \$17,875 | | |
| Food Forest | 5,000 | \$17,500 | \$18,750 | | |
| Permeable Paving | 3,200 | \$33,600 | \$41,600 | | |
| Immediate Building Landscaping | 2,000 | \$8,000 | \$8,500 | | |
| Contingency (10%) | 30,600 | \$10,295 | \$11,885 | | |

Budget Totals:**\$113,245****\$130,735****Notes:**

Individual scopes contain automatic irrigation where necessary.

Budgets do not include any forming or concrete work.

Scopes are based on typical site conditions and access.

Heavy excavation and base prep not included and to be performed by general.

Soil and rock debris to remain on site.

Any necessary or required permits are not included.

Designer Initials: _____

Client Initials: _____

Respectfully submitted,

Corey Verch

Dennis' 7 Dees Landscaping, Inc., OLCB #5009

INTAKE FEES (DUE AT APPLICATION):

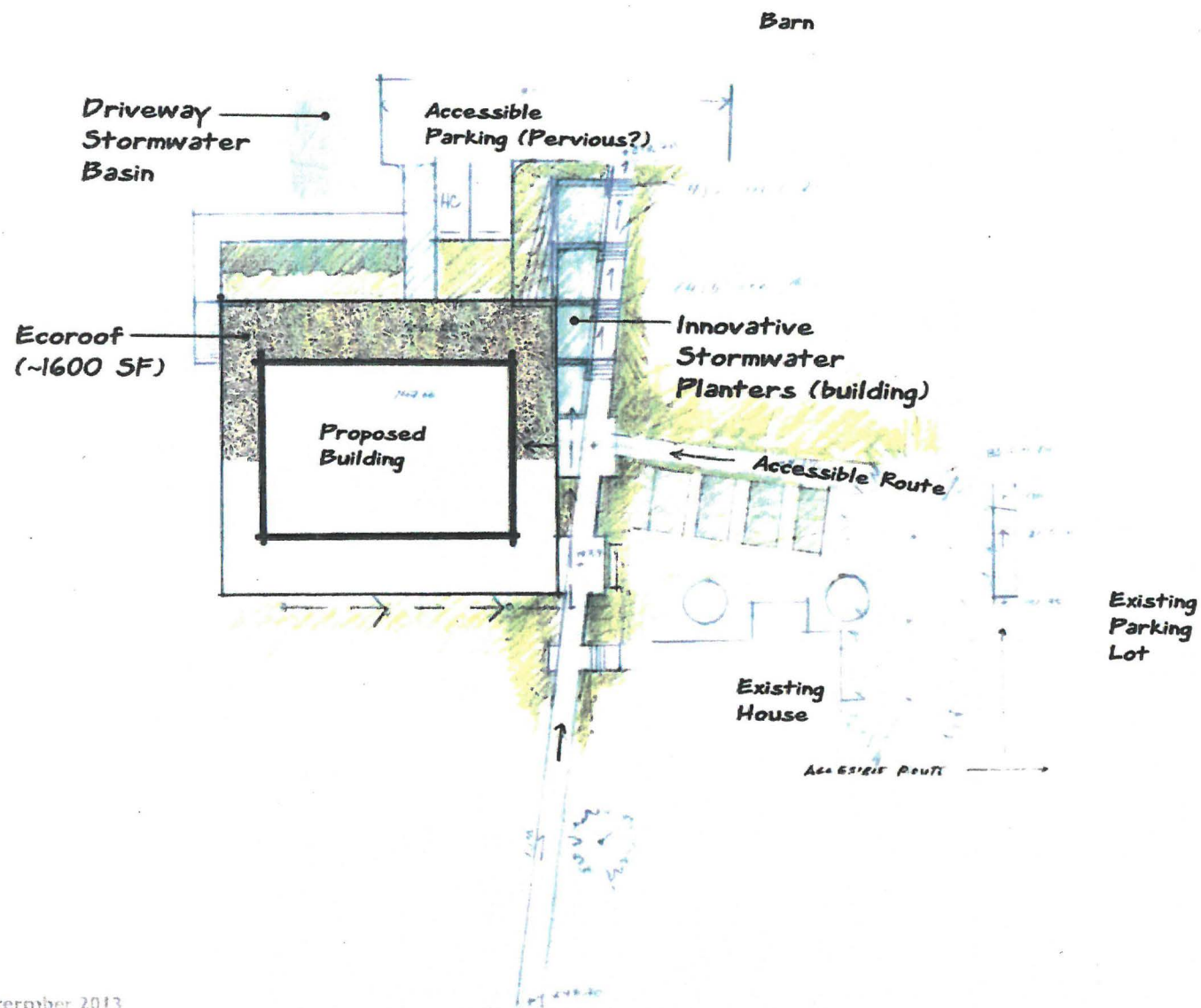
| | | |
|--------------------------------|------------------|------------|
| Bldg Plan Rvw/Processing CO/MG | \$3,280.00 | |
| Erosion Control | \$400.00 | |
| (\$132/acre) | \$264.00 | |
| Fire & Life Safety Review | \$2,020.00 | |
| Fire - Plan Review | \$810.00 | |
| Land Use Plan Review Coml | \$2,460.00 | |
| Site Review Fee | \$760.00 | |
| <i>Intake Fees</i> | <i>Subtotal:</i> | \$9,994.00 |

SYSTEMS DEVELOPMENT CHARGES (SDCs)**REQUIRED AT ISSUANCE OF PERMIT:**

| | | |
|--------------------------------|------------------|-------------|
| BES Sanitary SDC-Comm | \$18,130.00 | |
| BES Storm SDC-Comm | \$580.00 | |
| PDOT SDC | \$27,080.00 | |
| Parks SDC | \$60.00 | |
| Water System Development (SDC) | \$4,550.00 | |
| <i>SDCs</i> | <i>Subtotal:</i> | \$50,400.00 |

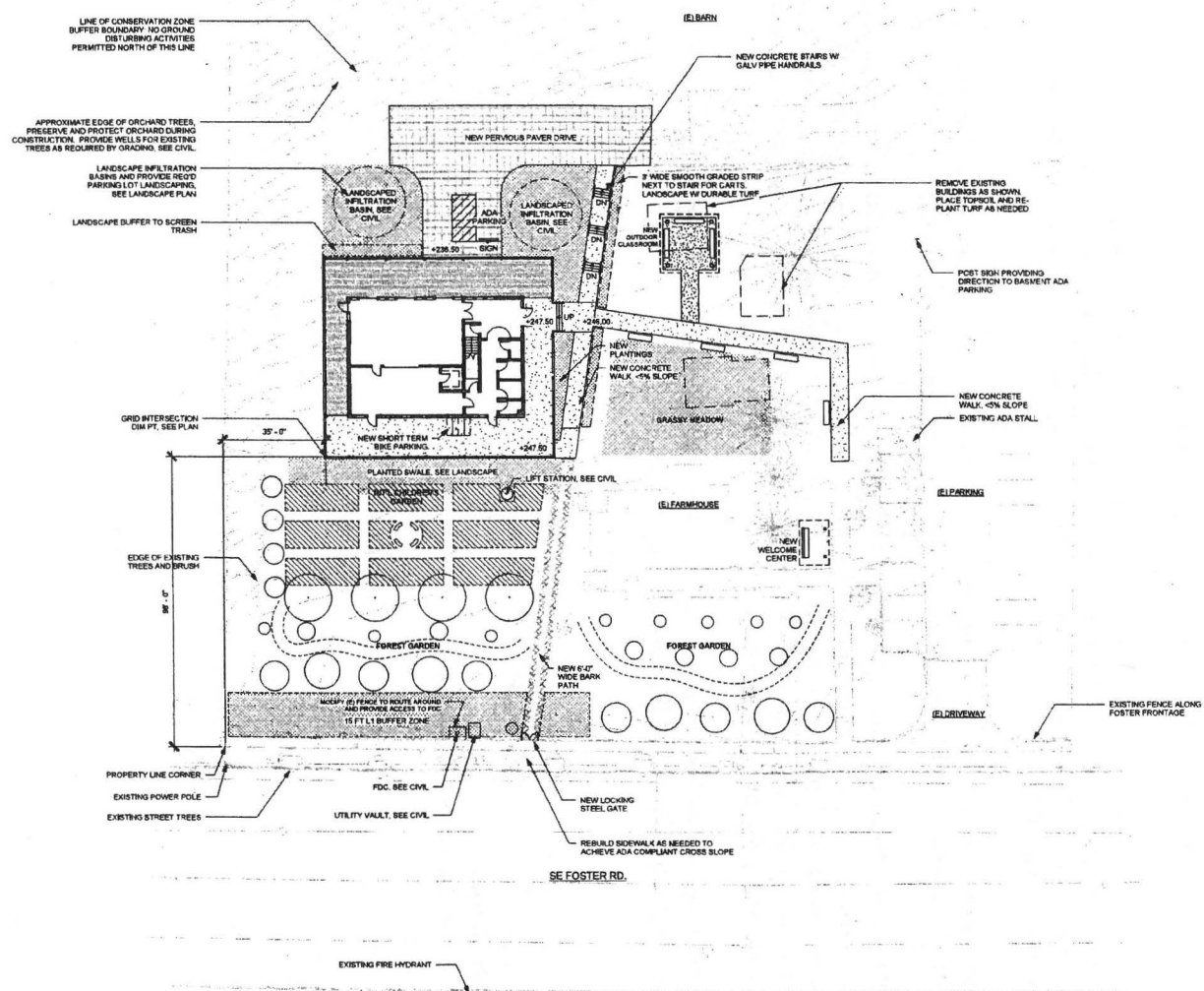
FEES REQUIRED AT ISSUANCE OF PERMIT**(NOTE: OTHER FEES MAY BE REQUIRED):**

| | | |
|-------------------------------|------------------|-------------|
| BES Plan Review-Comm | \$430.00 | |
| BES Plan Rvw - Source Control | \$230.00 | |
| Building Permit CO | \$5,040.00 | |
| Building Permit St. Sur. | \$610.00 | |
| Development Services Fee - CO | \$1,670.00 | |
| Electrical Permit CO | \$410.00 | |
| Electrical Permit St Sur | \$50.00 | |
| Forestry Commercial Permit | \$280.00 | |
| Mechanical Permit CO | \$660.00 | |
| Mechanical Permit S. Sur | \$80.00 | |
| Metro Excise Tax | \$1,460.00 | |
| PDOT Plan Check CO | \$1,080.00 | |
| Plumbing Permit CO | \$1,510.00 | |
| Plumbing Permit St. Sur. | \$190.00 | |
| Water Comm Bldg Plan Rvw | \$130.00 | |
| Water-WQBF Plan Review | \$170.00 | |
| Zoning Inspection Fee | \$1,010.00 | |
| <i>Issuance Fees</i> | <i>Subtotal:</i> | \$15,010.00 |
| TOTAL ALL FEES | Total: | \$75,404.00 |



September 2013

ZENGER FARM
stormwater diagram



1 SITE PLAN
1" = 40'-0"





CITY OF PORTLAND ENVIRONMENTAL SERVICES



1120 SW Fifth Avenue, Room 1000, Portland, Oregon 97204 ■ Nick Fish, Commissioner ■ Dean Marriott, Director

November 12, 2013

Metro Nature in Neighborhoods Capital Grants committee,


I'm writing to express my strong support of Zenger Farm's Urban Grange. The City of Portland Bureau of Environmental Services offers Friends of Zenger Farm a no-cost 50-year lease on the 16-acre property, where they educate thousands of youth and adults about where healthy food comes from and environmental stewardship.

It is our pleasure to write a letter in support of Friends of Zenger Farm's capital proposal for grant funds for their efforts to build *The Urban Grange; a hub for healthy food and community connection*.

Specifically, Metro funding will support courtyard improvements, including an outdoor classroom, bioswales, pathways, signage, benches, and bicycle parking. The Urban Grange will allow Zenger Farm to double the number of people participating in educational programs at the farm from 8,000 to 16,000. The courtyard improvements will support the growing number of program participants and improve their educational experience.

If I can answer any questions or if I can be of further support to Friends of Zenger Farm, please contact me at Maggie.skenderian@portlandoregon.gov.

Sincerely,


Maggie Skenderian
Johnson Creek Watershed Manager

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

Dec-15

CONSTRUCTION COSTS

*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.*

| | financial match | in-kind match | grant request | TOTAL |
|--|----------------------|---------------------|----------------------|----------------------|
| A. Site Preparation | | | | \$ - |
| 1. Site clearing | | | \$ 7,852.95 | \$ 7,852.95 |
| 2. Excavation | \$ 6,266.67 | | \$ 14,363.33 | \$ 20,630.00 |
| B. Utilities | \$ 54,825.00 | | | \$ 54,825.00 |
| C. Improvements/Materials | | | | \$ - |
| 1. Outdoor Classroom | | \$ 5,000.00 | \$ 26,000.00 | \$ 31,000.00 |
| 2. Infiltration Basins | | \$ 5,588.00 | \$ 21,050.00 | \$ 26,638.00 |
| 3. Bioswales | | | \$ 2,700.00 | \$ 2,700.00 |
| 4. Signage | | \$ 5,000.00 | \$ 28,000.00 | \$ 33,000.00 |
| 5. Bicycle parking structure | | | \$ 3,400.00 | \$ 3,400.00 |
| 6. Immediate building landscaping | | \$ 11,726.00 | \$ 8,323.72 | \$ 20,049.72 |
| 7. Welcome center/kiosk | | | \$ 10,000.00 | \$ 10,000.00 |
| 8. Pathways | | | \$ 21,060.00 | \$ 21,060.00 |
| D. Permits | \$ 65,000.00 | | | \$ 65,000.00 |
| E. Ecoroof | \$ 41,352.00 | | | \$ 41,352.00 |
| E. Urban Grange building (10% of total construction costs used as match) | \$ 173,208.00 | | | \$ 173,208.00 |
| Total for Construction Costs | \$ 340,651.67 | \$ 27,314.00 | \$ 142,750.00 | \$ 510,715.67 |

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 |
|--------------------------|-----------|---------|---------|---------|---------------|--|
| Timbers | | x | | | \$ 4,400.00 | 6/9/2015, 50 volunteers for 4 hours |
| Air BnB | | x | | | \$ 396.00 | 8/26/2015, 9 volunteers for 2 hours |
| PSU | | x | | | \$ 616.00 | 8/24/2015, 7 volunteers for 4 hours |
| NAACO | | x | | | \$ 726.00 | 9/11/2015, 11 volunteers for 3 hours |
| Bridgetown Natural Foods | | x | | | \$ 6,160.00 | 9/18 and 9/25, 35 volunteers for 8 hours |
| Project YES (estimated) | | x | | | \$ 4,224.00 | Fall 2015, 12 volunteers for 16 hours |
| Survey Monkey | | x | | | \$ 792.00 | 8/25/2015, 12 volunteers for 3 hours |
| B&G Builders | x | | | | \$ 54,825.00 | Actual billed by B&G for portion of utilities expenses related to project deliverables |
| City of Portland BDS | | | | | \$ 65,000.00 | Estimate. Will be updated with actuals when received from City of Portland Bureau |
| B&G Builders | | | | | \$ 41,352.00 | Actual billed by B&G for portion of subcontracts related to green roof |
| B&G Builders | | | | | \$ 173,208.00 | 10% of total cost of building, per B&G Builders: \$1,732,080.00 |
| | | | | | | |
| Total | | | | | | |