

INTERGOVERNMENTAL AGREEMENT

Contract No. 933954Natural 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 (the “Government Sponsor”), located at 1120 SW Fifth Avenue, Portland, Oregon 97204.

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 Catlin Gabel School (the “Grant Recipient”) to fund the One North Community 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, has agreed to accept a future assignment of an easement on certain properties owned by Karuna Properties II, LLC, Karuna Properties II West, LLC, and Deco Diner, LLC (collectively, and with their successors and assigns, the “Owners”) where the Project is to occur and be located, which properties are more specifically identified in the Grant Agreement (collectively, “the Property”); and

INTERGOVERNMENTAL AGREEMENT

WHEREAS, an agreement between Metro and the Government Sponsor is now needed.

NOW THEREFORE, the parties agree as follows:

1. Government Sponsor's Consent and Agreement

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. The Government Sponsor supports the use of the Property for the Project.

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 a capital asset in the form of an easement, as defined below (the "Easement"), to be held by the Government Sponsor. The Government Sponsor covenants that it will record the Easement as a fixed, capital asset 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

Metro has no financial obligation to the Government Sponsor under this Agreement. Metro's funding is being provided to the Grant Recipient pursuant to the Grant Agreement between Metro and the Grant Recipient.

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 Property.

B. At no time will Metro or the Government Sponsor have any supervisory responsibility regarding any aspect of the Project, except as set forth in section 6.C, below. Any indirect or direct involvement by Metro or the Government Sponsor in the Project shall not be construed or interpreted as an assumption of a supervisory role. Further, at no time will Metro

INTERGOVERNMENTAL AGREEMENT

have any supervisory responsibility regarding any aspect of the Property, and the Government Sponsor will not assert otherwise.

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 Grant Recipient prior to August 31, 2017. Notwithstanding the forgoing, 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 Property

A. Real Property and Improvements

- i. If the Easement is assigned to the Government Sponsor, the Government Sponsor will hold the Easement 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.
- ii. Notwithstanding the forgoing, 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 by Metro, 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

INTERGOVERNMENTAL AGREEMENT

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.

B. Other Capital Improvements

The Government Sponsor may not sell, use, or authorize others to use capital improvements in the Project Area in a manner inconsistent with the intended and stated purposes of the Measure.

C. Maintenance

If the Easement is assigned to the Government Sponsor, the Government Sponsor will maintain the Easement as follows:

- i. Upon notification by a member of the public of the possible existence of a nuisance condition (a “Nuisance Situation”) in the Project Area, the Government Sponsor will relay the information about the Nuisance Situation to the Metro and the Owners.
- ii. The Government Sponsor will compare the Nuisance Situation to the list of property nuisances described in Portland City Code Chapter 29.20 (the “Nuisance Code”), as that chapter may be amended from time to time, and a current copy of which is attached hereto as Exhibit B for reference only.
- iii. If, in the Government Sponsor’s reasonable determination, the Nuisance Situation does not correspond to any of the property nuisances described in the Nuisance Code, the Government Sponsor will determine whether the Nuisance Situation has resulted in substantial damage to, or removal of, one or more of the landscape features shown on Sheets L6, L10 and L11 of *Attachment 2 to Exhibit A* of the Grant Agreement (attached to this Agreement as Exhibit A). If so, the Nuisance Situation will constitute a Landscaping Violation.

INTERGOVERNMENTAL AGREEMENT

- iv. If, in the Government Sponsor's reasonable determination, the Nuisance Situation does not correspond to any of the property nuisances described in the Nuisance Code and the Nuisance Situation does not constitute a Landscaping Violation, the Government Sponsor will have no further obligation with regard to the Nuisance Situation.
- v. If, in the Government Sponsor's reasonable determination, the Nuisance Situation corresponds to at least one of the property nuisances described in the Nuisance Code or the Nuisance Situation constitutes a Landscaping Violation:
 - a. The Government Sponsor will notify Metro and the Owners of the Nuisance Situation and request that the Owners investigate and rectify the Nuisance Situation within a certain timeframe, the reasonableness of which will be determined by the Government Sponsor.
 - b. If the Owners all fail adequately to investigate and rectify the Nuisance Situation, the Government Sponsor will notify Metro and the Owners that the Government Sponsor will rectify the Nuisance Situation. The notification will include the estimated cost thereof.
 - c. Following the Government Sponsor's rectification of the Nuisance Situation, the Government Sponsor will notify Metro and send an invoice for the Government Sponsor's work to the Owners.
 - d. If, after thirty days, the Owners all fail to pay the Government Sponsor's invoice, the Government Sponsor, proceeding under the authority granted in the Easement, will lien the Property for the full amount of the invoice and will record liens in the deed records for the Property and in the City of Portland lien docket.

INTERGOVERNMENTAL AGREEMENT

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 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. The Government Sponsor covenants that it will capitalize the Easement as an asset until, and not transfer or release it before, June 30, 2027. However, 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 loss to Projects funded under this Agreement that resulted in the Government Sponsor's breach of its covenant described in 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.

INTERGOVERNMENTAL AGREEMENT

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

INTERGOVERNMENTAL AGREEMENT

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

For the term of this Agreement, the Government Sponsor shall maintain records and documentation relating to the Easement (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 Easement 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 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 subcontractor shall

INTERGOVERNMENTAL AGREEMENT

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:

Right of Way Programs & Permitting Division Manager
Portland Bureau of Transportation
1900 SW Fourth Avenue, Suite 5000
Portland, Oregon 97201

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

Grant Recipient's Designated Representatives:

Miranda Wellman
Catlin Gabel School

INTERGOVERNMENTAL AGREEMENT

8825 NW Barnes Rd
Portland, OR 97225

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.

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.

The remainder of this page is intentionally blank.

INTERGOVERNMENTAL AGREEMENT

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

City of Portland

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: _____

**METRO**600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

Grant Agreement

Metro Contract No: 933953

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 Catlin Gabel School, located at 8825 SW Barnes Rd, Portland, OR 97225, hereinafter referred to as the "Grantee."

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

Grantee shall perform all activities described in the Scope of Work attached hereto as Exhibit "A" (the "Work"). Grantee shall not commence or undertake any of the Work unless and until Metro and the public entity that will own 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 asset.

2. TERM OF AGREEMENT

The term of this Contract shall be for a period commencing upon contract execution through and including August 31, 2017. Metro may, at its discretion, grant a single six month extension of the Contract term provided that Grantee 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 Grantee 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

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


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 600 NE Grand Ave.
 Portland, OR 97232-2736
 (503) 797-1700

Grant Agreement

responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract. Grantee 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 Grantee's performance of this Contract. Grantee is solely responsible for paying Grantee'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 Grantee seven (7) days written notice. Without limiting the foregoing, if Metro concludes, in its discretion, that Grantee 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, Grantee 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 Grantee.

6. INSURANCE

Grantee shall purchase and maintain at Grantee's expense, the following types of insurance covering the Grantee, 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 Grantee's operations under this Contract.

Grantee 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. Grantee 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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Grant Agreement

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

7. MAINTENANCE OF RECORDS

Grantee 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 Grantee 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 Grantee elects to have such records outside these boundaries, the costs paid by the Grantee 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 Grantee or subcontractor, including tax returns, financial statements, other financial documents and any documents that may



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Portland, OR 97232-2736
(503) 797-1700

Grant Agreement

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 Grantee 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

Grantee 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, Grantee 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

Grantee shall notify Metro prior to negotiating any subcontracts. Metro reserves the right to reasonably reject any subcontractor or supplier and no increase in the Grantee's compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this Contract. Grantee 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 Grantee such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage or claim which may result from Grantee's performance or failure to perform under this Contract or the failure of Grantee to make proper payment to any suppliers or subcontractors. If a liquidated damages provision is


METRO

 600 NE Grand Ave.
 Portland, OR 97232-2736
 (503) 797-1700

Grant Agreement

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

12. SAFETY

If services of any nature are to be performed pursuant to this Contract, Grantee 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 Grantee 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 Grantee. 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

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

NAME

METRO

Signature

Signature

Print Name and Title

Print Name and Title

Date

Date

Scope Of Work – Exhibit A

Metro Contract No. 933953

CAPITAL GRANTS PROGRAM GRANTS AGREEMENT

- I. Project Title/Project Number: One North Community Courtyard
- II. Grant Recipient contact: Miranda Wellman
Catlin Gabel School
8825 NW Barnes Rd
Portland, OR 97225
- III. Government sponsor contact: Development Review Manager
City of Portland
Bureau of Transportation
1120 SW Fifth Ave, Suite 800
Portland, Oregon 97204
- IV. Budget at time of award
- | | |
|-----------------------|-------------|
| Grant award | \$420,313 |
| Financial match | \$526,433 |
| In-kind match | \$319,612 |
| Total cost of project | \$1,266,358 |
- V. Project location Courtyard within buildings located at 3530 N Vancouver Avenue, Portland, Oregon 97212 (scope of work more accurately describes the location)
- VI. Scope of Work
This scope of work, as defined by the following documents, 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 Grant Recipient shall acquire an easement with a plaza constructed on it, in accordance with the design included in Attachment 1 and the Grant Recipient shall, upon execution of this agreement, assign that easement to Portland Bureau of Transportation.
 - The Grant Recipient promises that the courtyard construction and improvements shall be consistent with the June 3, 2014 letter from the applicant responding to the review committee's input, including Lango Hansen's updated design package and native plant list. (Attachment 2)
 - The grant award is based on the revised budget dated June 10, 2015 which reduced the courtyard easement by 150 square feet and documents the increase cost of constructing the courtyard improvements. (Attachment 3)

Scope Of Work – Exhibit A

- Letter dated June 16, 2014 from Metro to Grant Recipient and Government Sponsor that explicitly states that the outcome of the project is to document the successes and challenges of not only constructing the plaza and securing a public access easement, but engaging the community in urban ecology as well. Therefore, the following conditions of approval are included:
 - Assess how effective the diverse plant palette is to attracting pollinators
 - Conduct a meaningful assessment of the plaza's use by the local community and document what was done to activate the space.
 - Document how effective the use of the plaza is to teaching urban ecology through Catlin Gabel's PLACE program. Did neighborhood youth participate in the programming? What relationships were built and maintained with neighborhood organizations?
 - Document and report on unanticipated challenges and expenses associated with making this a public plaza. What lessons were learned that could be applied to other development projects?

Project Deliverables

Easement acquisition

Grant Recipient is to purchase an easement over the plaza at One North Community Courtyard from Deco Diner LLC and Karuna Properties LLC for use of the easement area by the public. Improvements to the plaza must be consistent with Attachment 2 of this scope of work.

- Metro and Portland's Bureau of Transportation must approve the easement prior to Grant Recipient's purchase.
- Grant Recipient must submit the following with a Requisition Request at least two weeks prior to the purchase of the easement.
 1. Documentation from Deco Diner LLC and Karuna Properties LLC that the costs associated with the construction of the improvements within the easement are consistent with Attachment 3.
 2. Documentation that the plaza was constructed according to Attachment 2 by providing a letter of substantial completion from the contractor that constructed the plaza along with a record of the Architects Special Instructions (ASI) that document the courtyard changes.
 3. A copy of the easement that will be purchased from Deco Diner LLC and Karuna Properties LLC and then immediately assigned to Portland Bureau of Transportation as a public access easement, which easement provides that Deco Diner LLC and Karuna Properties LLC (and any successor owner of the property) will be required to maintain the easement area in perpetuity.

Metro will do the following at the time the easement is purchased and conveyed to Portland Bureau of Transportation:

- Metro will instruct the title company to release 90% of Metro's funding to the Grant Recipient when the easement has been transferred to the Grant Recipient and the Grant Recipient has assigned the easement to Portland Bureau of Transportation.

Scope Of Work – Exhibit A

Assessing the success

Community use of the plaza and the effectiveness of teaching urban ecology should cover at least one full school year after the plaza opens. Upon delivery of the following documentation reports, Metro will release the remaining 10% of the funding to the Grant Recipient.

- Assessment of how effective the diverse plant palette is to attracting pollinators
- Provide any “Activation Plans” developed describing how the local community was made aware of plaza. Include names and meeting times of the community advisory committee, outreach conducted, publicity materials used, a list of events, estimated attendance and an assessment of whether the community has embraced the space for public use.
- Document how effective the plaza is to teaching urban ecology through Catlin Gabel’s PLACE program. Include the number of neighborhood youth participating in the programming and what relationships were built and maintained with neighborhood organizations.
- Document and report any unanticipated challenges and expenses associated with making this a public plaza. What lessons were learned that could be applied to other development projects?

Publicity

Grant Recipient shall ensure that signage is placed at the Project’s location 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.

VII. 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.

Scope Of Work – Exhibit A

- 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.

VIII. Project Payment and Reimbursement

- a. Metro will reimburse Grant Recipient \$1.00 for every \$3.00 of out-of-pocket costs expended after the effective date of the Intergovernmental Agreement to complete the project, consistent with the original grant application, up to but not exceeding Metro's total grant award of four hundred twenty thousand three hundred thirteen and 00/100 dollars (\$420,313). In no event shall Grant Recipient request or expect reimbursement from Metro in excess of that amount.
- b. For the easement acquisition Metro will transfer 90% of the grant award into the escrow account prior to closing on the easement acquisition. At least two weeks prior to closing, Grant Recipient shall provide the documents described in the deliverables section above. The Deco Diner LLC and Karuna Properties LLC shall contribute the cost of the 10% retainage at the time of closing.
- c. Upon completion of the project and program's assessment, Grant Recipient may request the remaining 10% of the grant award. Grant Recipient will complete Metro's Reimbursement Request Form, submit an itemized statement of work associated with the work, and submit the assessment reports along with a completed final project report. This documentation shall be sent to:
Metro
Attn: Oriana Quakenbush
600 NE Grand Ave
Portland, OR 97232
- d. Metro will process the final reimbursement (retainage) request made by Grant Recipient within 30 days after receiving a completed reimbursement request.
- e. Metro will make a reimbursement payment for those items identified in the Scope of Work or subsequent amendments to this Scope of Work. Substitutions or changes of elements of the Project that have not been approved by Metro are not eligible for reimbursement.

IX. Success Indicators

Scope Of Work – Exhibit A

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

Indicator 1: Maintenance of the plant palate

Demonstrate commitment to the long-term maintenance of this investment. The Grant Recipient shall provide data from monitoring efforts associated with plantings survival and on-going maintenance activities.

Indicator 2: Use of the plaza

Demonstrate how the space contributes to the vibrancy of the neighborhood by documenting plaza use throughout the year. This use should include random surveys of typical daily use as well as documentation of community events.

Indicator 3: Urban ecology education

Demonstrate the effort made to use the plaza for urban ecology education. Document partnerships formed, number of students engaged, and the educational effectiveness of the programming.

Project Narrative

The Physical Space. *What does nature look like in an urban environment? What do people want from interacting with nature? Bringing nature into a densely populated, urban neighborhood provides a public place for tranquility, reflection, and green space that offers the opportunity to learn about the value of the natural world. One North is committed to creating a space that respects the area's history, and meets multiple needs that are identified by the community. The developer group and its nonprofit partner, Catlin Gabel, are invested financially and philosophically in building a space that can be a model for bringing nature into an urban center, and creating a private-public partnership that is authentic. The courtyard is meant to be a public asset, available to all and designed to welcome many.*

One North is a centrally located, community courtyard that will create a natural sanctuary in a dense urban area. The courtyard fulfills a key priority of the neighborhood to create abundant and vibrant outdoor space for residents, customers and visitors as it becomes increasingly built out. The *Boise Neighborhood Association Design Guidelines* state:

"Public outdoor spaces are a signature feature of our Boise Neighborhood. Many successful examples exist in Northeast and help create our strong sense of community. They add to a vibrant streetscape and provide breathing room in dense urban fabric. The Boise neighborhood has only one public park. The burden of increased density is to provide ample outdoor space with each development."

The courtyard is planned for the 3500 block of the N. Williams/Vancouver corridor in the Albina neighborhood, and offers approximately 15,000 square feet of public gathering space nestled between three new mixed-use buildings. The courtyard will provide an active, green community space that is regularly programmed with activities offered in part by the One North advisory board and anchor partners.

Much of the recent development on the corridor has consisted of high-density apartment buildings with little to no open space. Those buildings that have provided open spaces have generally restricted their use to building residents or used it for surface parking lots. The One North courtyard is an attempt to buck this trend by providing truly public space for the community. In conjunction with a community conference room located in the development, the One North courtyard aims to serve as this neighborhood's heart – an inclusive gathering space that carries on the area's tradition of diversity and provides public space for citizens to come together to socialize and make decisions about the future of the community. This dedicated community open space will become an increasingly valuable asset to the neighborhood in the coming years as nearly all of the remaining vacant lots along the corridor are now slated for development. Our hope is that this project serves as an exemplar for future developments, demonstrating responsible best practices and community collaboration.

Local residents, building employees, business patrons, and passersby will all be welcome in the courtyard. A mix of fixed seating and flexible space will allow for a variety of uses and functions such as assemblies, concerts, presentations, and festivals — all activities to happen in green space. The design of the courtyard has been inspired by the site's rich natural and cultural history, transitional present and promising future. Upland forest was the dominant pre-settlement vegetation, which was gradually replaced by industrial, commercial and residential uses as the landscape was settled. Within the courtyard, artistic and educational elements will showcase cultural history, natural processes and innovative sustainability features of the site. Metallic bands will be inscribed with quotes suggested by neighborhood residents, educating visitors about the community's vibrant history.

To start, the courtyard will be stewarded by the One North Community Advisory Board made up of a wide group of community stakeholders. This group will meet quarterly to advise One North management on courtyard and community room events and activities. (See Attachment 11 for a list of Community Advisory Board representatives).

Nonprofit Partner. One North has a partnership with PLACE (Planning and Leadership Across City Environments), a nationally and internationally (China and Jordan) recognized urban studies program for students from many Portland area schools, led by the Catlin Gabel School. The mission of this educational partnership with One North is to: 1) engage community youth and their families in learning about urban design, urban ecology, social equity, and natural environments; 2) provide leadership in how the courtyard will enable visitors to experience nature in an urban setting, and offer unique learning opportunities for how nature connects with urban life; and 3) anchor the PLACE program in an urban, diverse neighborhood where the program and other Catlin Gabel community partnerships can deepen and have a broader reach.

The PLACE program curriculum is an introduction to urban studies with the application of leadership techniques to projects that benefit the Portland region. It focuses on youth engagement with issues such as social justice and responsible urban development, and uses local community partnerships for education of future city leaders. Past PLACE projects have included the Zenger Farm project for site design and youth engagement, designing an urban park in the Hollywood neighborhood and researching possibilities for a green space in the Pearl District. Students have partnered with Portland State University School of Urban Studies, Urban Planning graduate students, the City of Portland Bureau of Environmental Services and the Bureau of Sustainability.

The partnership between Catlin Gabel and One North joins together our respective, existing relationships with other nonprofits and schools in the area. PLACE/Catlin Gabel relationships include, Self Enhancement Inc., Albina Headstart, De La Salle, Black United Fund, and several more related specifically the PLACE (listed under qualifications section).

Each of these relationships have been in place for several years. The One North development team has fostered relationships with the Northeast Coalition of Neighborhoods, Boise Neighborhood Association, and Our United Villages since the inception of the project.

Catlin Gabel will play a lead role in engaging these partners, our One North neighbors and residents in a collaborative process to activate the courtyard. The school will collaborate with the community to develop ideas for use of this public space. One established avenue to generate ideas is to leverage PLACE learning opportunities on designing nature into an urban, green deficient area, and utilizing the school's expertise in environmental studies through classes, community talks, guest speakers (e.g. "lunch and learn"). Catlin Gabel is a nationally recognized leader in sustainability education and best practices. Additionally, the school will build on existing programming that is designed to engage youth in a process of solving our biggest problems from their perspective. For example, in February we are holding an entrepreneurial camp in which high school students pitch, build, and judge their best ideas with the help of expert mentors. We anticipate offering this camp on a larger scale, using the courtyard to engage neighborhood youth and adults, challenging them to address issues that concern them through innovation.

Scope

A 14,000 SF courtyard at the center of a three building mixed-use development called One North that is currently under construction in inner NE Portland. A description of the buildings being developed at One North is contained in the "Project Background" section, below.

The One North courtyard features:

- Plentiful native landscaping
- Varied seating options
- Central open space for large events
- Public art and engraved community quotes
- Locally sourced materials
- Educational signage
- Interactive green space and hardscape

Existing Site

One North is composed of three buildings and a shared courtyard. The development is located on three tax lots (a total of 42,606 SF) at N. Fremont between N. Williams and N. Vancouver in NE Portland (see Site Map). Tax lots 14100 and 14200 were vacant when they were acquired by the development team; tax lot 14300 contained a bar/nightclub when it was acquired. The derelict nightclub was demolished to enable the current project to be built.

Project Background

The One North courtyard was conceptualized by development team members early in the site planning process. The idea grew out of the team's desire to create an amenity for the community instead of typical alternatives such as surface parking or a privatized space that would only be accessible to building tenants and retail/restaurant patrons. Further study highlighted the lack of equivalent public gathering spaces in the neighborhood as well as the rapid loss of vacant lots due to the fast pace of development currently taking place along the Williams/Vancouver corridor.

Discussions with community members and neighborhood associations confirmed the community's desire for a well-designed public gathering space. They also highlighted the need for more indoor meeting space as well as their interest in a public art piece or other exhibit to commemorate the area's history. Both of these ideas are being incorporated into One North.

The Catlin Gabel School is a nonprofit partner with the One North development group. The school has used various Portland locations on a temporary basis and now is committed to anchoring its east side location at One North. The developer's group sought a nonprofit partner that will lead a collaborative, inclusive process with community members through leveraging its own established relationships in the area, and creating new ones. The school is leasing space at One North for at least five years, and will serve as the primary "activator" and coordinator of the community conference room and courtyard.

Community Benefit

The One North courtyard is publicly owned, rare green space in a nature-deficient area. It will provide an urban escape and a source of learning about nature, environmental issues, sustainability and urban planning. The courtyard is being designed for active and passive use by a broad range of community members, and we have many strong partners supporting its development and operation (See Attachment 1 - Letters of Support). The land will be made public in perpetuity through a public access easement to the City of Portland.

The key groups that we anticipate using the courtyard are:

1. **Area residents** – One North is located at the juncture of the Boise and Eliot neighborhoods and is in close proximity to many other inner Northeast and North Portland neighborhoods. Below is a demographic snapshot of residents in the Boise, Eliot, King and Humboldt neighborhoods – the neighborhoods closest to One North (data from 2010 Census, reported by the Office of Neighborhood Involvement):
 - Total Population: 18,113
 - 58% White, 42% Non-White
 - 24% - African American
 - 10% - Hispanic
 - 2% - Asian
 - 1% - American Indian and Alaska Native
 - 5% - 2 or more races

- Age Distribution
 - 17% of population is under the age of 18
 - 68% of population is between 18-54
 - 15% of population is 55 and older
 - Annual Income
 - 24.7% of households earn \$25,000 or less
 - 12.8% of households earn between \$25,000 and \$34,999
 - 15.5% of households earn between \$35,000 and \$49,000
 - 19.6% of households earn between \$50,000 and \$74,999
 - 9.0% of households earn between \$75,000 and \$99,999
 - 18.4% of households earn above \$100,000
 - Education Levels
 - 6.9% of the population has less than 12th grade education/no diploma
 - 15.5% of the population are high school graduates
 - 21.1% of the population has some college education (no degree)
 - 5.2% of the population has an Associate's degree
 - 35.5% of the population has a Bachelor's degree
 - 15.8% of the population has a graduate or professional degree
 - Housing Occupancy
 - 41% of housing units are owner occupied, 59% are renter occupied
- **Neighborhood associations and non-profit organizations** – In our outreach throughout the neighborhood we have heard a repeated need for additional free and low-cost event spaces and meeting rooms for neighborhood groups. The One North courtyard and community conference room will help meet this demand. See letters of support from BNA, Northeast Coalition of Neighborhood (NECN) and Our United Villages (OUV).
 - **Local youth and their families** through educational program provided by PLACE school partners, including De La Salle, PCC Cascade, Jefferson, Boise-Eliot, SEI, Black United Fund.
 - **One North tenants and patrons/clients** – The One North buildings have a wide range of tenants from restaurant and café proprietors on the ground floors to a medical clinic and advertising firm in the office spaces, among others. These tenants will draw a diverse cross-section of clients and patrons that will also be able to experience and benefit from the courtyard.
 - **Local businesses** – The courtyard will attract visitors that we believe will have spillover effects for area businesses. The local Williams Vancouver Business Association will be able to utilize the community meeting room. See letter of support from New Seasons Market.

Evaluation Criteria – ReGreen

The Dock fulfills the Key Criteria of the ReGreen program in the following ways:

1. *The project should enrich people's experience of nature and strengthen a physical connection to the region's ecology.*

- Diverse and native plant communities will reference the site's natural history, provide quality habitat, encourage participation and education, and offer seasonal variation.
 - The driving design concept for re-greening the site is inspired by the pre-settlement vegetation. The verticality of the surrounding building facades alludes to an upland forest allowing for the courtyard to act as a clearing amongst the trees. This concept reinterprets the site's natural history and references its social future.
 - Two distinct plant communities will be established to support the courtyard's design. The central part of the space will be a rich and complex palette of meadow plants, which will be supported at the perimeter by an understory forest environment that bleeds into the built "forest".
 - Using the rich planting design of the High Line in New York and Lurie Garden in Chicago as precedents, the courtyard's planting design will serve as a vibrant ecosystem that supplies habitat to local wildlife, provides verdant seasonal interest, and is educational to visitors. It will offer a welcomed natural relief from the surrounding urban environment and an added link in the chain of urban greenspace.
 - The planting beds are not intended to be islands amongst hardscape, but interactive elements that encourage participation and discovery. Boulders and integrated pathways will encourage people, especially children, to learn about and play among the flora.
- Interpretative signage will be incorporated throughout the plaza describing the visible and invisible features of the courtyard's natural and man-made systems. These public displays also further the goal of development team to openly share and publically promote all project information with the intention of ecologically conscience planning and techniques as a model that can be replicated throughout the city and country.
- Shadow studies were factored into the courtyard's design to maximize the sunny and well-lit areas.

a. *The project is in a nature-deficient or a low income neighborhood. The project will serve a group of people that do not currently have strong access to nature.*

- One North is located in a low-income neighborhood (federally Qualified Census Tract 34.02) in the rapidly densifying N. Williams /Vancouver corridor of North Portland.
- Over the past two years, hundreds of new apartments have come online or been added to the development pipeline. Few of these buildings provide adequate open space, much less open space that is accessible to the public. The One North courtyard will provide a public community amenity at a highly visible intersection of North and Northeast Portland.

- Nearby parks include Unthank Park at N. Failing and N. Haight (0.5 miles from One North) and Dawson Park at NE Stanton and Williams (0.3 miles from One North). Despite these assets, open spaces in the neighborhood are disappearing rapidly as development continues along the Williams/Vancouver corridor. There are currently nearly 1,000 units of housing under construction and in pre-development along the corridor. The courtyard's design subordinates the automobile and instead of surface parking provides a public courtyard with vegetation and open space.¹ In addition to serving as a hub for the neighborhood, the courtyard will provide many additional public benefits, including natural cooling, reduced emissions and a reduction in energy demand for air conditioning. The Williams/Vancouver corridor needs focused points of calm as much as it needs liveliness. Finding this balance is what will create a sustainable and healthy environment.
- b. The project will provide universal access to the public, including people with disabilities.*
- The courtyard will provide universal access to the public, including people with disabilities. All entrances to the courtyard will be wheelchair accessible; there will be no gates or other barriers to restrict pedestrian access.
- 2. The project should demonstrate ecological design solutions that are both effective and cost efficient.*
- a. Use of sustainable construction techniques and materials.*
- Locally-fabricated permeable pavers are being used as a stormwater solution that has a lower carbon footprint and is supportive of the local economy.
 - In addition to the sustainability features contained within the courtyard, we also plan to highlight the buildings' sustainability features throughout the public space. All three buildings will be extremely energy efficient and feature highly insulated building envelopes, sustainable building materials, and passive heating, cooling and lighting strategies.
 - The building and courtyard will act as living laboratories where students can explore urban ecology and real-world sustainability best practices.
- b. Contributes to stormwater management for an area larger than the individual site.*
- Shared stormwater treatment facilities (a combination of exposed vegetated swales, hidden galleries and permeable landscaping) location within and beneath the courtyard will treat 100 percent of the alley, courtyard and buildings' stormwater.

¹ In contrast to this model, numerous new developments surrounding One North have taken a more typical profit driven route and filled the internal courtyard with surface parking spaces. This approach detracts from the project aesthetically and eliminates all outdoor open space and community gathering potential for residents and the public. See Attachment 15 for a typical courtyard plan.

c. Demonstrates innovative practices for the local area or the region.

- The One North development is pushing the envelope in a number of areas, especially sustainable development and collaborative public-private partnerships.
 - The two private landowners/developers of One North have been collaborating from the beginning of the project to design the buildings and courtyard to create a cohesive overall scheme, as well as to share resources and collectively solve site related issues such as storm water management, utilities, site access and parking.
 - The developers set aside a significant amount of land for public space rather than additional building or parking. They are also donating land and sharing in cost of developing space for the community in the form of the courtyard and community conference room.
 - The developers worked with New Seasons Market, located just south of the site, to capture waste heat from the grocery's refrigerators for reuse in the One North buildings. Initial estimates projected the waste heat would provide enough heat to supply one or more buildings.

d. Leverages public dollars beyond the 2:1 match

- The One North courtyard will leverage public funding at a minimum ratio of 2:1. The project budget of \$1,653,834, including matching funds totaling \$1,104,523 is fully detailed in the budget attachments.

3. The project provides benefits beyond the project itself.

a. The project brings together individuals and organizations to address community concerns beyond the environmental or ecological benefits.

- We believe One North will provide an important intersection and point of connection for many different sectors of the community.
 - PLACE/Catlin Gabel educational relationships and youth focused nonprofit partners (aforementioned)
 - Neighborhood Associations and Non-Profits Organizations – NECN, BNA, Eliot Neighborhood Association, Williams/Vancouver Business Association, OUV
 - Life Change Christian Center (LCCC) is located directly north of the site and encouraged to use the courtyard for socials on Sundays following services, and for other special events throughout the year.
 - Schools – The courtyard's proximity to several elementary schools, especially Boise-Eliot K-8, located just four blocks from the site, provide a great opportunity to for students to see and learn about the sustainability features of the One North courtyard and buildings.

In addition, Kaiser Group has started a partnership with De La Salle North, a Catholic high school for low-income students (largely from North Portland) that integrates a Corporate Internship Program with a rigorous college preparatory curriculum. To kick off the relationship, Kaiser Group has a De La Salle student interning with the company and assisting with construction, development and design duties related to the Radiator and the courtyard. As firms move into the completed building, they will be introduced to the De La Salle internship program and encouraged to continue the partnership by taking on their own interns. The goal is to establish an ongoing relationship between Radiator (and potentially Karuna buildings) tenants and De La Salle North students to provide educationally rich internship opportunities with a variety of companies.

- The One North courtyard will serve residents of the surrounding neighborhoods and employees of the Radiator and Karuna buildings, as well as others that work in the neighborhood, who will be able to use the space for lunch breaks, weekend gatherings, "Movies in the Park" type events, etc.
- **Community Advisory Group** – The public events that occur at the One North courtyard will be guided by a Community Advisory Board made up of community stakeholders. This group will be especially critical at the beginning of the courtyard's operations to ensure the space is regularly scheduled with widely-supported community oriented programs. See Attachment 11 for a list of prospective Advisory Board members.

c. One North courtyard (and surrounding buildings) support multiple goals of Metro's 2040 Growth Plan by:

- Adding employment opportunities along a corridor with three commercial buildings. These buildings are anticipated to bring a minimum of 200 permanent jobs to the site.
- Increasing infill development with approximately 116,000 sf of commercial space on a formerly vacant and underutilized lot.
- Supporting the climate action strategy with sustainable building materials, buildings that maximize energy conservation, and innovative energy generation and recovery systems.
- Employing the Metro 2040 Urban Design goals by:
 - Retaining open space for the community/public
 - Designing pedestrian friendly buildings and open space, and encouraging transit and bicycle transportation with close proximity to frequent bus service and ample onsite bike amenities
 - Reinforcing nodal, mixed-use, neighborhood oriented design. The Radiator and Karuna buildings have received the support from the BNA by utilizing neighborhood design guidelines as primary design principles.

Project Feasibility

Design and Construction Team Qualifications: Lango Hansen Landscape Architects, KPFF Consulting Engineers and R + H Construction are responsible for the design and construction of the One North courtyard.

- **Lango Hansen Landscape Architects (LHLA)** provides a wide range of services in landscape architecture, planning, and urban design. Over the past twenty-five years, the firm's principals have successfully designed public parks, urban plazas, school and university campuses, corporate headquarters, private residences, and public facilities.
- LHLA approaches each project as a unique opportunity to develop designs that address the particular character of the site, the specifics of the program, and the needs of individuals and communities. With a commitment to detail and craftsmanship, LHLA creates long-lasting designs that express the innate character and value of each landscape. LHLA is certified as an Emerging Small Business (ESB) in the state of Oregon. The firm's principals are licensed as registered landscape architects in the states of Oregon, Washington and California.
- **R&H Construction** is a locally owned and operated company based in Portland, Oregon. Projects range from small commercial remodels to multi-million dollar office buildings, shopping centers and multifamily complexes, including the adidas North America Headquarters, Ziba World Headquarters, and The Matisse Apartments in the South Waterfront. R&H was founded in 1979 and has become an established leader in Northwest construction. The company's success and growth can be attributed to an extraordinary rate of repeat, negotiated business and to the high caliber of employees, many of whom have been with the company for twenty years or more.
- **KPFF Consulting Engineers** – Founded in Seattle in 1960, KPFF Consulting Engineers provides surveying services, as well as structural and civil engineering to a wide range of clients from fully-staffed offices, including Portland and Eugene. KPFF currently employs more than 720 firmwide and is a privately-held corporation. The Portland office opened in 1974. The surveying division was established in 1997 and has been providing survey services for 17 years.

Technical Aspects of Ecological Design: Because of the highly urban nature of the site and the rapidly changing character of the neighborhood with increasing density, the courtyard is designed to respond to both social and environmental ecological needs. The location of plant beds, evenly distributed throughout the courtyard, provides a more uniform tree cover for site cooling that also accommodates a variety of seating areas that can meet the stress-reducing needs of office workers who are able to view planting from inside the building windows and who might like some quiet time alone on a bench surrounded by planting during breaks. Additionally, a variety of walking paths encourage outdoor exercise by neighborhood seniors and other visitors. Multiple natural stone play features located within the plant beds allow children to get into the planting areas and experience nature from a closer perspective with non-prescribed opportunities for play. While accommodating the social ecology needs of the site, a diverse multi-seasonal flowering plant community with complex structure and multi-tiered heights allowing visibility for safety is designed to encourage the presence of insect pollinators, birds and other wildlife. Permeable paving was chosen for its ability to manage site stormwater, help cool the site, and accommodate the need to maintain a 20' wide

central alley open to occasional vehicular traffic. The design also takes advantage of the open alley requirement to provide a larger gathering area for community events. The technical aspects of the environmental and social ecological design are contained in Attachment 6 with references to scientific or engineering studies that influenced the site design.

Design Alternatives and Final Design: Programmatic requirements for the site design included a need to maintain vehicular access within a 20' alley that runs through the center of the site. Initial design options looked at creating two distinct halves of the courtyard or attempting to integrate both sides into one cohesive courtyard. Three initial design options were explored, from which the final design was chosen and refined.

Option 1: Very large central plaza area with planting areas predominantly around the perimeter

Option 2: Two distinct landscape forms that divide the space into two separate and unique places

Option 3: Dispersed planting areas evenly distributed on both halves with open alley and central gathering area.

Option 3 was chosen to be refined for the site design because it had the most flexibility for creating multiple experiences and accommodating a wide variety of programmatic needs, such as outdoor café seating, large community events like a small farmer's market, individual seating areas, and a variety of walking paths. This design also met all of the programmatic requirements with the least amount of paving. The location of plant beds better accommodates a more uniform tree canopy and larger areas for wildlife, increasing visitor exposure to nature. We also felt this design, in spite of the requirement to keep a 20' alley open to possible occasional future vehicular use, felt more cohesive and lush, and offered the most respite from the busy surroundings.

Implementation Plan

Project Timeline

Design and Engineering: Completed Fall 2013

Construction Bidding: Completed Winter 2014

Permitting: Spring 2014

Construction: Scheduled for Spring/Summer 2015

Completion: Scheduled for July 2015

Organizational Capacity and Development Team Qualifications

The PLACE program, established by its director, George Zaninovich at Catlin Gabel, began in 2008. PLACE partners include but are not limited to: Portland State University's Nohad A. Toulon School of Urban Studies and Planning, City of Portland's Bureau of Planning and Sustainability, City of Portland's Youth Planner Program, City of Portland's Commissioner Nick Fish, Metro Regional Government, Museum of the City: An International Council of Museums program, David Douglas School District, Portland Public Schools, Lincoln High School, Marshall Renaissance Academy, Walker Macy Urban Design, Oregon

Humanities Happy Camp, Coalition for a Livable Future, Zenger Farm, Oregon Chapter: American Planning Association, Lincoln Institute of Land Policy, First Christian Church. George Zaninovich has taught leadership and community outreach for 11 years and is currently program director/lead teacher for PLACE at Catlin Gabel. George earned a BA from the University of Pennsylvania and a master's of urban and regional planning from Portland State University, where he focused on community involvement and social equity issues. While at Portland State, he received the National Student Project of the Year Award from the American Planning Association for the Oregon Land Use Stories Project and became the first Sidney Lezak Social Equity Fellow.

The construction of the courtyard will be completed by R + H Construction (qualifications above), with oversight by Owen and Nels Gabbert of the Karuna Properties and Ben Kaiser of Kaiser Group, Inc.

- Nels Gabbert, real estate developer and management consultant, is the Program Manager for Karuna II Properties. Throughout his 30-year career Mr. Gabbert has focused on project strategy, feasibility, development, planning and execution. He contributes valuable expertise in multiple areas, including capital formation for project construction and operations, and profit and loss management that creates profitable outcomes. As principal in Pettigrove Venture, LLC, Mr. Gabbert has developed and built 70,000 square feet of LEED-certified buildings in Portland since 2006, including the Enterprise Building, the Fitzgibbon Glass Building and the Triangle Building. He also developed the Belmont Lofts in southeast Portland, an award-winning 27-unit condo infill project.
- Owen Gabbert has 7 years of construction and project management as the operations manager for a design/build residential and commercial general contractor, completing over 50 projects of varying sizes. Over the course of that time, he also participated in all phases of development and construction at a variety of levels for each project. Owen Gabbert, LLC is providing project development consulting services, including interfacing with property managers, brokers, tenants, neighborhood groups, and the design and construction team.
- Kaiser Group, Inc. is developing the Radiator Building. Kaiser Group is led by Principal Ben Kaiser. Mr. Kaiser has 20 years of experience as an architect, real estate developer and owner, and has developed over a million square feet of residential and commercial property in the Portland area. Kaiser Group will be responsible for project management of the Radiator through construction, and will be the long-term owner/asset manager of the building.

Project Evaluation and Monitoring

The success of the courtyard will be measured by the level of activity, both informal and formal, that occurs there.

We will be track the following metrics for organized events in the courtyard and conference room:

- Number, type and size of outdoor courtyard events per year:
 - Hosted by community groups
 - Hosted by One North tenants
 - Hosted by other groups
- Number, type and size of indoor conference room meetings/events per year:
 - Hosted by community groups
 - Hosted by One North tenants
 - Hosted by other groups

Though somewhat more difficult to measure, we will also be monitoring the space for its ability to act as a neighborhood choice for informal gatherings and everyday use. We envision success will be a courtyard that is regularly populated with area residents, workers and visitors that are using the space to meet up, enjoy a meal or snack, let children play, read quotes from area residents or take a lunch break from the office.

We also plan to make use of regular surveys to gage the community's awareness of the space, knowledge of ways to use the space and take advantage of its resources, and overall satisfaction with One North.

Metro Regional Government
Nature in Neighborhoods Grant Program
600 NE Grand Ave.
Portland, OR 97232

June 3, 2014

Dear Committee Members,

Thank you for your feedback on the One North Courtyard. We are looking forward to working with Metro to set a new precedent in the creation of public community spaces via private development. We hope that our example will spur other developers to consider alternatives to the status quo (surface parking lots and privatized open spaces) and realize the community benefit of publicly accessible natural areas such as this courtyard.

Based on your comments we have made the following changes to the application:

Design

We have added many more native plants and eliminated some of the non-native plants from the original design. These changes increase the planted and natural areas in our control (i.e. not the alley) to 34%. See Attachment 1 (Lango Hansen Updated Design package) and Attachment 2 (Native Plants List).

Notable design changes include the addition of two large planter beds at the south entry to the courtyard. These beds, located at the courtyard's largest entrance, will provide a prominent signal to the public of the greater natural area within. In addition, the arrangement of beds now more clearly defines the outdoor rooms including the gathering areas and PLACE's outdoor classroom.

We have increased the installation size of the courtyard trees so when they are initially planted the birches will be 20' tall, Amelanchier will be 15' tall and the Dogwood will be 5" caliper (so will also be in the 20' tall range). All of the shrubs and grasses have been increased in size as well.

We heard some concern from the committee regarding the use of varieties (vs. straight native species) for some of the plants. In cases where we have used varieties it is for a specific purpose (typically for disease resistance or structural concerns), not for ornamental reasons. In the case of the Amelanchier trees, the straight species is prone to rust disease, and it has been particularly bad in the valley the past couple of seasons. The variety we have chosen is less prone to rust. On the ninebark and the red twig dogwood, the straight shrub species gets to 10' high or so, which we feel creates potential hiding places and safety concerns so we have chosen lower growing species for those two types of plants.

Regarding greening the alley, we are committed to working with PBOT and our neighbor, Ken Doswell, to soften the edges of our planting areas to blur the lines between the hardscape alley and planted areas. We have always desired to create a single coherent space that seamlessly

incorporates the alley; the current lack of alley planting has been based on PBOT's previous instruction that plantings cannot impede the alley area. We are excited to learn that they may have some flexibility on this restriction.

The combination of planted and natural areas and permeable pavers will treat 100% of the courtyard stormwater on site.

PLACE Programming

The focus of sustainability and environmental education is often solely on the natural world and not the built environment. For example, we often talk about ecosystems in rural or wild lands, but not in cities. It is important for students to learn about plants and animals, but, in a rapidly urbanizing world, we need our youth to learn how to integrate the natural environment into the built environment.

- This space will allow teaching of fundamental environmental education and urban ecology - native plants, birds, sun vs. shade vegetation, wet vs. dry areas, impact of seasons on plants and birds.
- This space will serve as a model for how nature can interact with the built environment - bioswales, storm water collection, permeable surfaces, passive solar, green building, sustainable design, etc.
- In a shrinking, globalized, and urbanized world, the types of environmental education that are on the cutting edge don't just lead to conservation and preservation, but the need for highly densified areas to have authentic connections to natural systems.

Visibility and Accessibility

- Entries: The courtyard will be accessible from all sides and contains a total of 141 feet of access. The most prominent entries are from the south (on Fremont) with an opening of 75 feet, and the north (from the LCCC). There are also courtyard entries from N. Vancouver and N. Williams, through the Radiator and East building pedestrian walkways. See Attachment 4 – entry renderings.
- Name and Signage: In order to enhance public awareness and reflect the public nature of the space we are interested in updating the name of the courtyard. One option that we have discussed is *Public Garden at One North*; we welcome Metro's input regarding a new name.

We have also added a large sign at the south entrance to increase visibility and community awareness of the courtyard. Accompanying signage in the courtyard will recognize the dedication/easement of the park to PBOT, as well as Metro's role in bringing the project to fruition.

- Connection to Parks System: We would also like to explore ways to connect the One North courtyard to Portland's larger system of urban open spaces and parks. Possible ways this

might be implemented include a map of the courtyard in relation to other similar public spaces in the city at the site and to place information about these spaces on public agency websites (e.g. City of Portland, Metro, Intertwine).

Grant Request

We have updated our budget and grant request to reflect the new guidelines we received from Mary Rose. Our new request is \$422,000. See Attachment 3 – budget worksheet – for detail. The high quality of design and materials, as well as additional changes that resulted from the grant process, raised the overall budget and unfortunately prohibited us from further reducing our request. We firmly believe this request is not outsized given the benefit it will add to the community in the form of a permanently public urban natural environment, free of maintenance costs to the public.

We thank the committee for your consideration of this resubmission as well as your flexibility to work with us on this unique community space and partnership.

Sincerely,

The One North Team

List of Attachments

1. Lango Hansen Updated Design Package
2. Lango Hansen Native plant list
3. Budget worksheet
 - a. Matching Sources
 - b. R + H Construction Courtyard Budget
4. Access/Entry Renderings

N. Vancouver Ave.

N. Williams Ave.

N. Fremont St



**DESIGN
REVIEW**

06.05.2014 REVISED

LU NO. 00-000000

Title:

ILLUSTRATIVE
PLAN

Sheet:

L.1

Holst Architecture
LANGO HANSEN
LANDSCAPE ARCHITECTS
© 2013 HOLST ARCHITECTURE PC

KARUNAI II

DESIGN
REVIEW
08.09.2018 REVISED
LU NO. 00-000000

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VIEW FROM
TERRACE

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L.2



KARUNA II



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REVIEW
03.09.2014 REVISED
LU NO. 00-000000

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VIEW FROM
THE WEST

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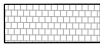




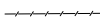









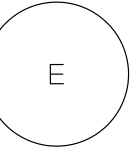
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KARUNA II



LEGEND

	PROPERTY LINE/RIGHT-OF-WAY
	CONCRETE CURB, SEE CIVIL
	CONCRETE UNIT PAVERS, TYPE 1, PERMEABLE
	CONCRETE UNIT PAVERS, TYPE 2, NON-PERMEABLE
	CAST-IN-PLACE CONCRETE PAVING
	CATCH BASIN
	SLOT DRAIN W/ACCESS UNIT
	METAL/CONCRETE EDGER BETWEEN PAVER SYSTEMS
	LIGHT COLUMN BOLLARD
	LIGHT COLUMN PEDESTRIAN LIGHT
	BENCH, TYPE 1
	BENCH, TYPE 2
	BOULDERS AND STEPPING STONES, SEE NOTE 5
	BIKE RACK
	HANDRAIL
	TRASH AND RECYCLING RECEPTACLE
	WEATHERED STEEL BAND
	EXISTING TREE TO REMAIN

ABBREVIATIONS

ARCH	ARCHITECTURAL
CONC	CONCRETE
PA	PLANTING AREA
TBD	TO BE DETERMINED
TYP	TYPICAL
W/	WITH

MATERIALS NOTES

- THIS PLAN IS BASED ON A SURVEY BY KPFF CONSULTING ENGINEERS, DATED MARCH 1, 2013. NOTIFY OWNER'S REPRESENTATIVE OF ANY DISCREPANCIES IDENTIFIED ON SITE RELATED TO SURVEY INFORMATION PRIOR TO INSTALLATION.
- SEE CIVIL DRAWINGS FOR LOCATION OF UTILITIES.
- SEE ELECTRICAL DRAWINGS FOR FURTHER INFORMATION REGARDING SITE LIGHTING AND ELECTRIC UTILITIES.
- SEE CIVIL DRAWINGS FOR ALL RIGHT-OF-WAY IMPROVEMENTS, INCLUDING PAVING, CURBS, DRIVEWAY APRONS, STRIPING AND SIGNAGE.
- BOULDERS AND STEPPING STONES: CUSTOM CUT AND ETCHED, SIZE AND TYPE TBD.



BENCH, TYPE 1



BENCH, TYPE 2 - FRAME POWDERCOATED COLOR: BRONZE



PAVERS, TYPE 1 - PERMEABLE - RUNNING BOND



PAVERS, TYPE 2 - NON-PERMEABLE - RUNNING BOND



WEATHERED STEEL BAND



HORIZONTALLY SLICED BOULDERS / STEPPING STONES



BOULDER, EXAMPLE HOLE TO LOOK THROUGH



VERTICALLY SLICED BOULDERS



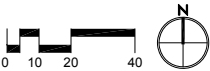
LIGHT COLUMN BOLLARD AND PEDESTRIAN LIGHT, POWDERCOATED

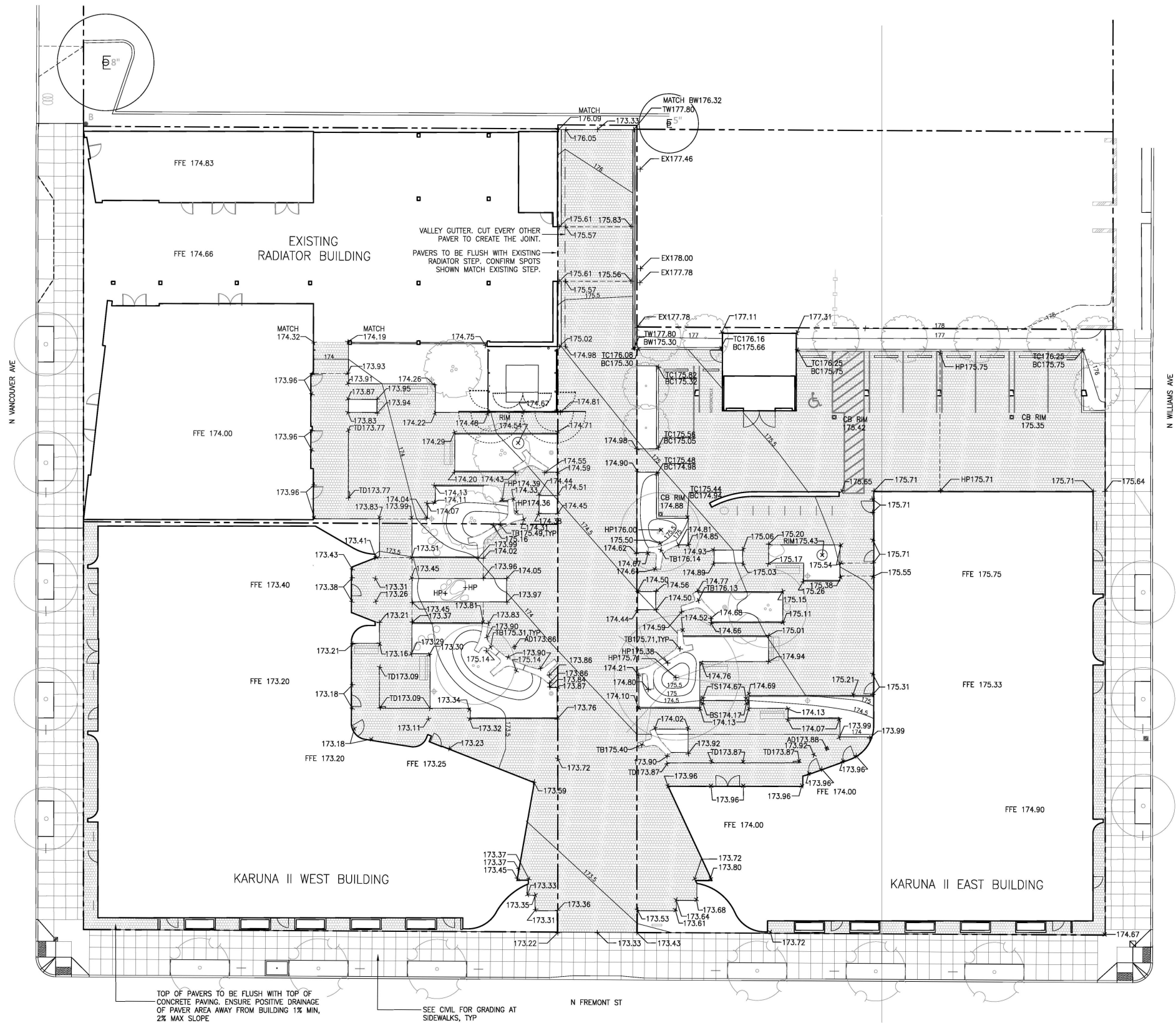


BIKE RACK, POWDERCOATED



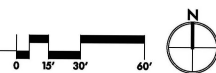
TRASH AND RECYCLING CONTAINER














GRADING PLAN

SCALE: 1" = 30'-0"



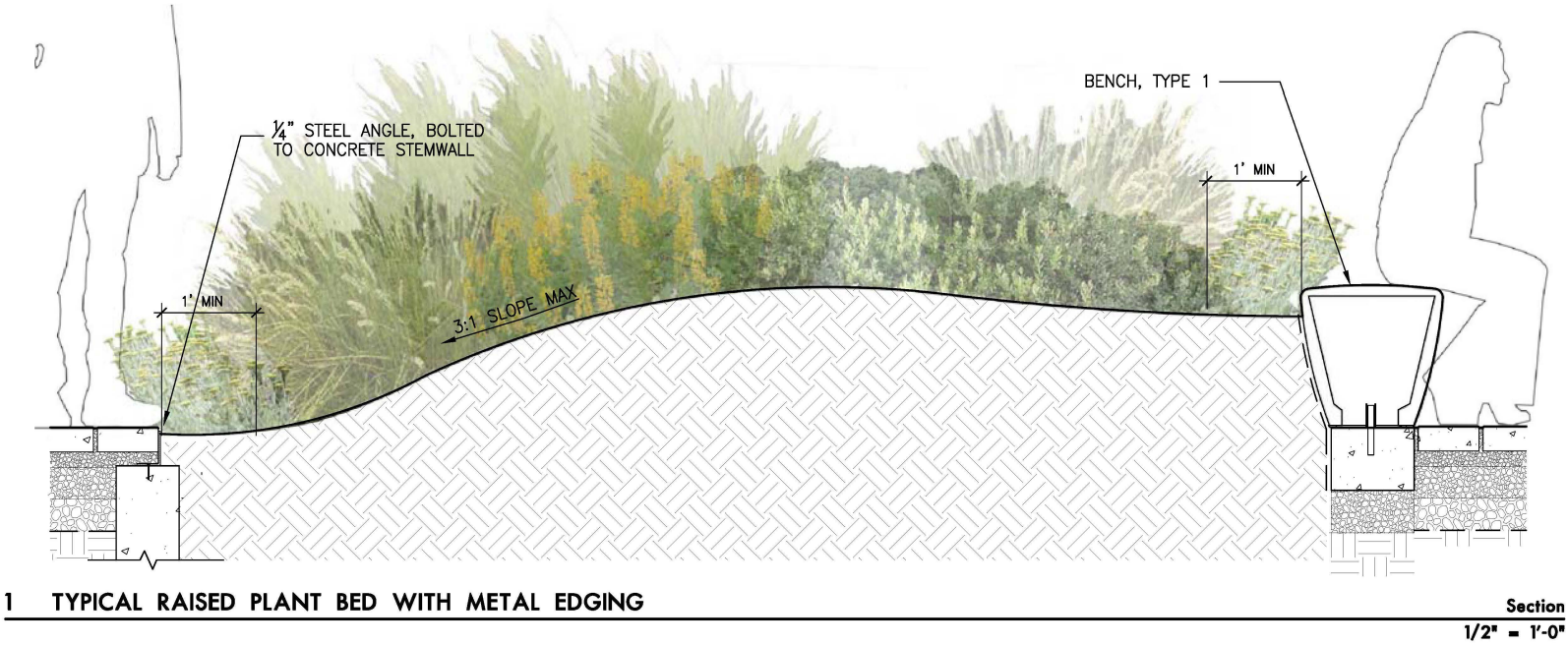
LEGEND	
— 387 —	EXISTING CONTOUR
— 387	PROPOSED CONTOUR
—	GRADE BREAK LINE
+ 485.00	SPOT ELEVATION
- - - - -	PROPERTY LINE/RIGHT-OF-WAY
—	CONCRETE CURB, SEE CIVIL
	CONCRETE UNIT PAVERS
	CAST-IN-PLACE CONCRETE PAVING
	CATCH BASIN
—	SLOT DRAIN
—	WEATHERED STEEL BAND
	LIGHT COLUMN BOLLARD
	LIGHT COLUMN PEDESTRIAN LIGHT
	BENCH, TYPE 1
	BENCH, TYPE 2
	SLICED BOULDERS AND STEPPING STONES
	BIKE RACK
	HANDRAIL
o	TRASH AND RECYCLING RECEPTACLE
	EXISTING TREE TO REMAIN

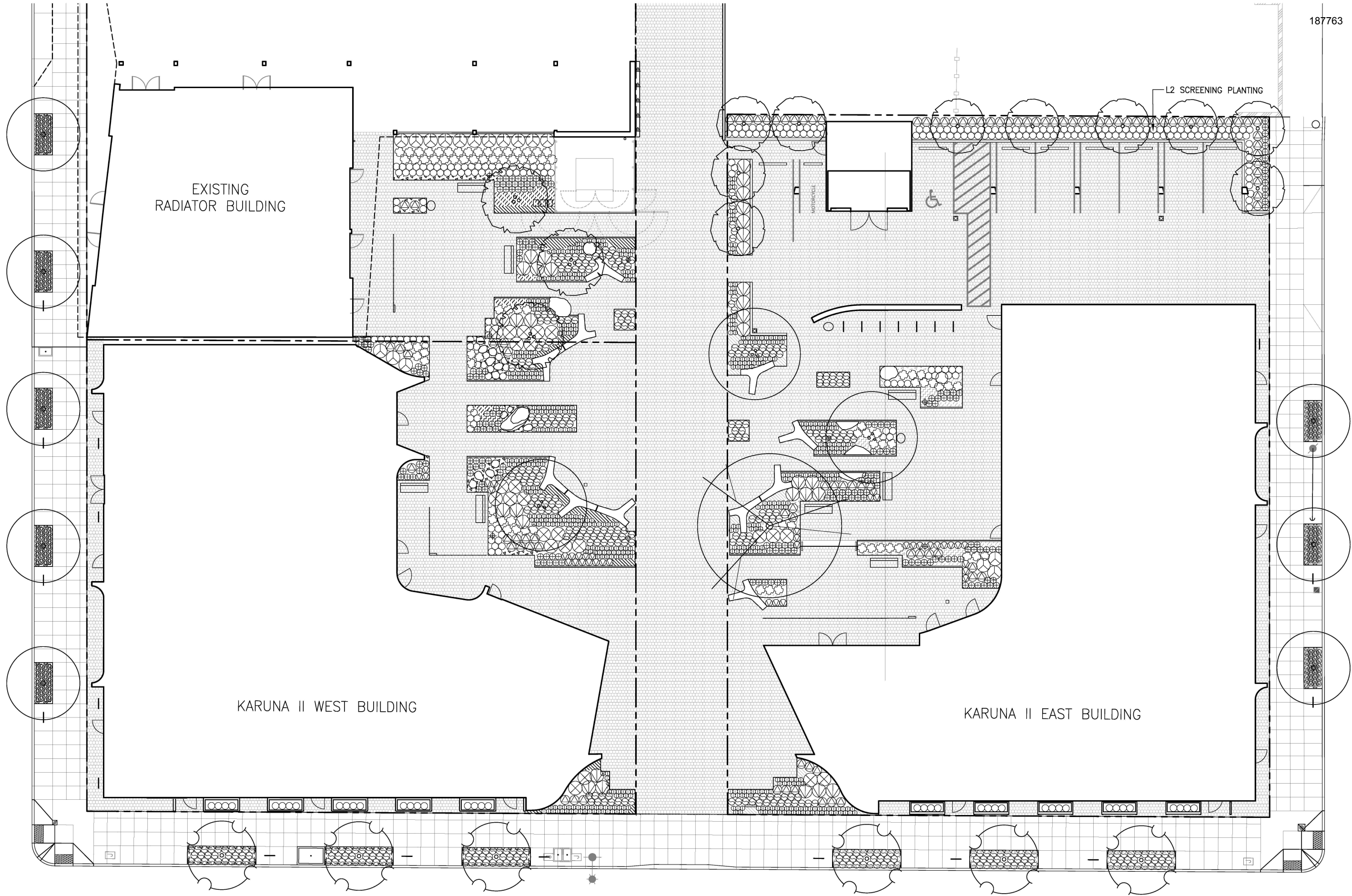
ABBREVIATIONS

BC	BOTTOM OF CURB
BS	BOTTOM OF STAIR
BW	BOTTOM OF WALL (FINISH GRADE)
CB	CATCH BASIN (RIM ELEVATION)
EL	ELEVATION
EQ	EQUAL
EX	EXISTING
FF	FINISH FLOOR ELEVATION
HF	HIGH POINT
IE	INVERT ELEVATION
LP	LOW POINT
MATCH	MATCH EXISTING GRADE
MAX	MAXIMUM
MIN	MINIMUM
NIC	NOT IN CONTRACT
RM	RIM ELEVATION
SM	SIMILAR
TS	TOP OF BENCH
TC	TOP OF CURB
TD	TOP OF DRAIN
TS	TOP OF STAIR
TW	TOP OF WALL (FINISH SURFACE)
TYP	TYPICAL

GRADING NOTES

1. THIS PLAN IS BASED ON A SURVEY BY KPFF CONSULTING ENGINEERS, DATED MARCH 1, 2013. NOTIFY OWNER'S REPRESENTATIVE OF ANY DISCREPANCIES IDENTIFIED ON SITE RETURN TO SURVEY INFORMATION PRIOR TO INSTALLATION.
2. PROTECT EXISTING VEGETATION TO REMAIN. SET STRAIGHT GRADES BETWEEN GIVEN ELEVATIONS UNLESS OTHERWISE INDICATED.
3. BREAK IN CURB DRAWINGS TO SHOW GRAPHICALLY TO ILLUSTRATE DRAINAGE PATTERNS, AND ARE NOT INTENDED TO BE ACTUAL JOINT LINES, UNLESS THEY FALL ON EXPANSION JOINT LOCATIONS.
4. SLOPE DRAINAGE TO EXISTING UNDERGROUND UTILITIES AND DRAINAGE FEATURES.
5. ENSURE POSITIVE DRAINAGE AWAY FROM ALL BUILDINGS AT 1% MIN.
6. SLOPE ELEVATIONS TAKE PRECEDENCE OVER LANDSCAPE CONCEPTS.
7. PROVIDE 2% CROSS SLOPE ON ALL PAVED WALKS, TYP.
8. DO NOT DISTURB AREAS NOT TO BE GRADED.
9. THIS GRADING PLAN IS TO BE COORDINATED WITH THE CIVIL STREET PLANS. NOTIFY OWNER'S REPRESENTATIVE IMMEDIATELY OF ANY DISCREPANCIES.
10. SEE CURB DRAWINGS FOR ALL VEHICULAR AREA LANDSCAPES, INCLUDING PAVING, CURBS, CURB RAMPS, DRIVEWAY APRONS, WHEEL STOPS, STRIPING AND SIGNAGE, AS WELL AS VEHICULAR AND PEDESTRIAN PAVING IMPROVEMENTS WITHIN THE RIGHT-OF-WAY.
11. DO NOT EXCEED 2% SLOPE AT DOOR LANDINGS.
12. ADJUSTMENTS OF SOFT SWALE AREAS $\pm 2"$ MAY BE NECESSARY TO IMPROVE DRAINAGE. THESE ADJUSTMENTS SHALL BE DONE AT NO COST TO THE OWNER.
13. BOTTOM OF WALL (BW) ELEVATIONS EQUAL FINISH SURFACE OF PAVING OR FINISH GRADE, NOT TOP OF FOOTING ELEVATION.
14. CONTRACTOR TO VERIFY EXISTING GRADES AT ALL LOCATIONS WHERE NEW PAVING IS MATCHING EXISTING PAVING AND NOTIFY ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES.
15. CONCRETE PAVING ELEVATIONS AT BACK OF CURB TO BE TOP OF CURB ELEVATIONS, UNLESS OTHERWISE NOTED. SEE CURB DRAWINGS FOR CURB ELEVATIONS.
16. ALL ADA PARKING STALL AND WALKWAYS TO MEET LOCAL, STATE AND FEDERAL ADA REQUIREMENTS. PROVIDE FORMING FOR ADA COMPLIANT PARKING.
17. CONTRACTOR TO VERIFY GRADES FOR CURB RAMPS AND PARKING LOT SPACES MEET ADA REQUIREMENTS.





PLANTING PLAN
SCALE: 1" = 20' - 0"



Acer griseum
Paperbark Maple



Pistacia chinensis
Chinese Pistachio



Amelanchier x grandiflora 'Autumn Brilliance'
Autumn Brilliance Serviceberry



Cornus controversa
Giant Dogwood



Carpinus betulus 'Franz Fontaine'
Franz Fontaine European Hornbeam



Betula nigra
River Birch



Iris douglasiana
Douglas Iris



Cyrtomium fortunei
Fortune's Holly Fern



Polystichum munitum
Sword Fern



Vaccinium ovatum
Evergreen Huckleberry



Cornus alba 'Elegantissima'
Variegated Red Twig Dogwood



Arctostaphylos columbiana
Hairy Manzanita



Physocarpus opulifolius 'Dart's Gold'
Dart's Gold Ninebark



Achillea millefolium
Common Yarrow



Tellima grandiflora
Fringe Cup



Liriope muscari
Lilyturf



Liriope muscari 'Monroe's White'
Monroe's White Lilyturf



Nassella tenuissima
Mexican Feather Grass



Sesleria autumnalis
Autumn Moor Grass



Sedum rupestre 'Angelina'
Angelina Stonecrop



Aquilegia formosa
Western Columbine



Akebia quinata
Chocolate Vine



Smilacina racemosa
False Solomon's Seal



Lupinus argenteus
Silverstem Lupine



Fritillaria affinis
Checker Lily



Mahonia repens
Creeping Mahonia



Fragaria vesca
Wood Strawberry

DESIGN
REVIEW

06.05.2014 REVISED

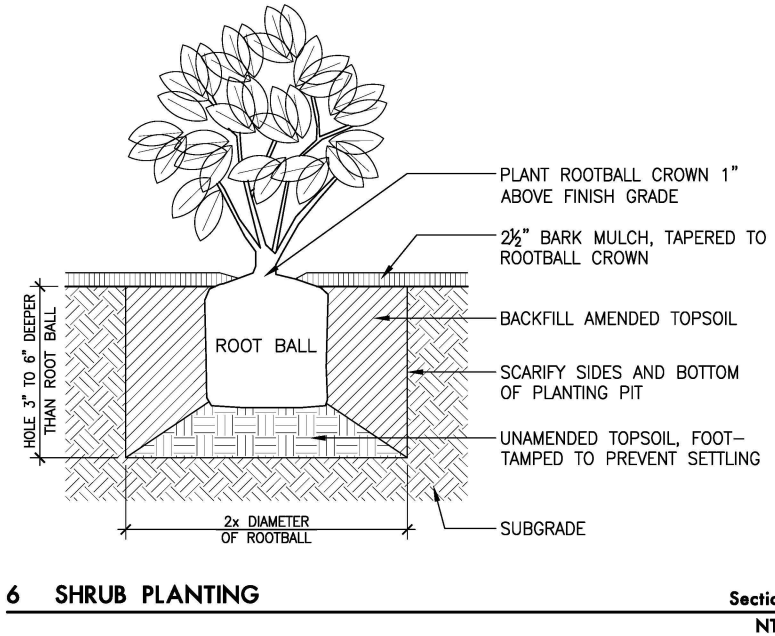
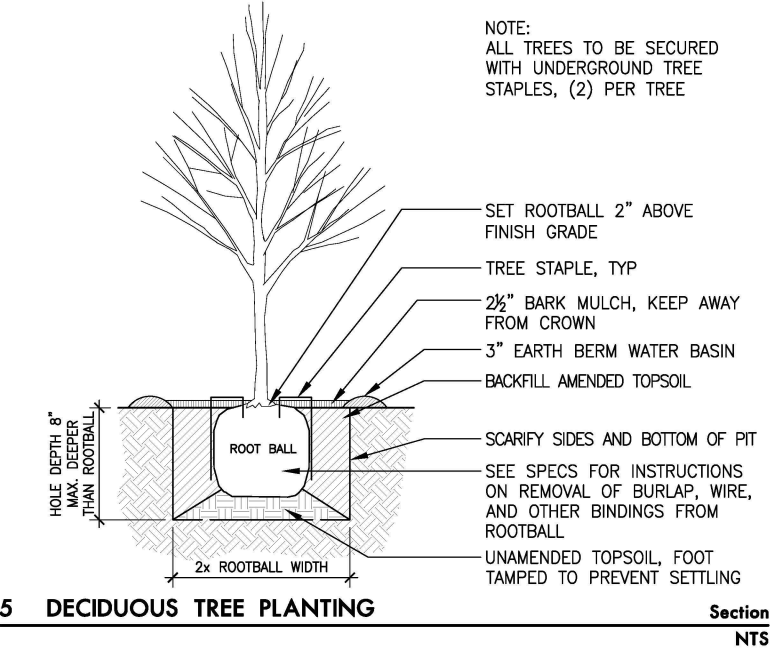
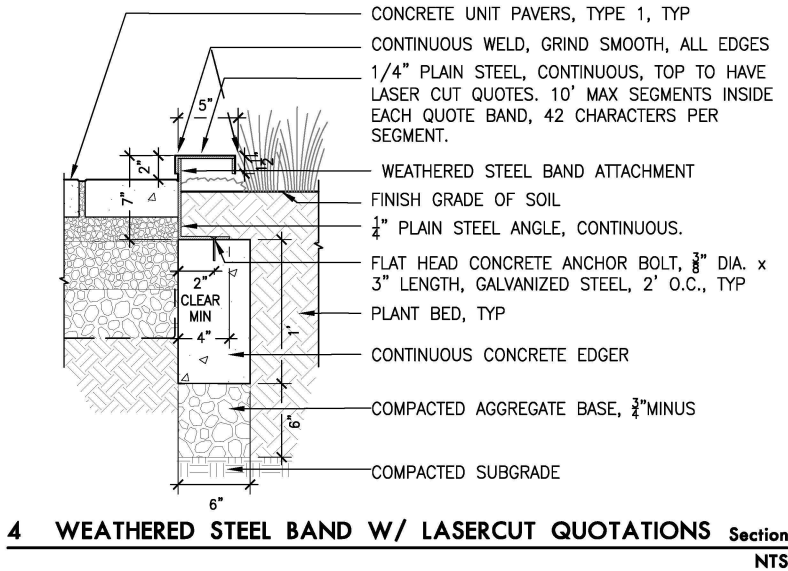
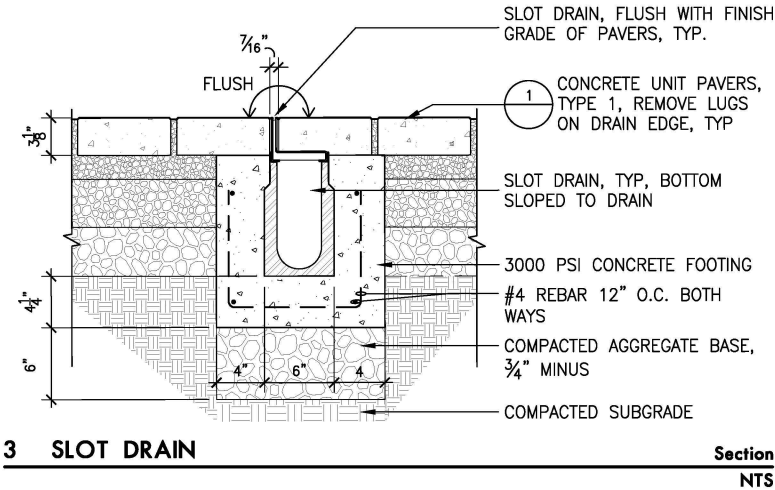
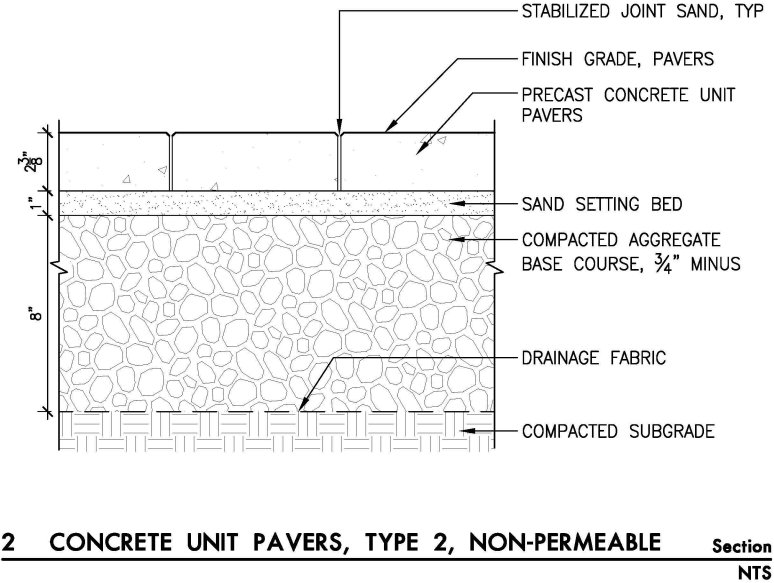
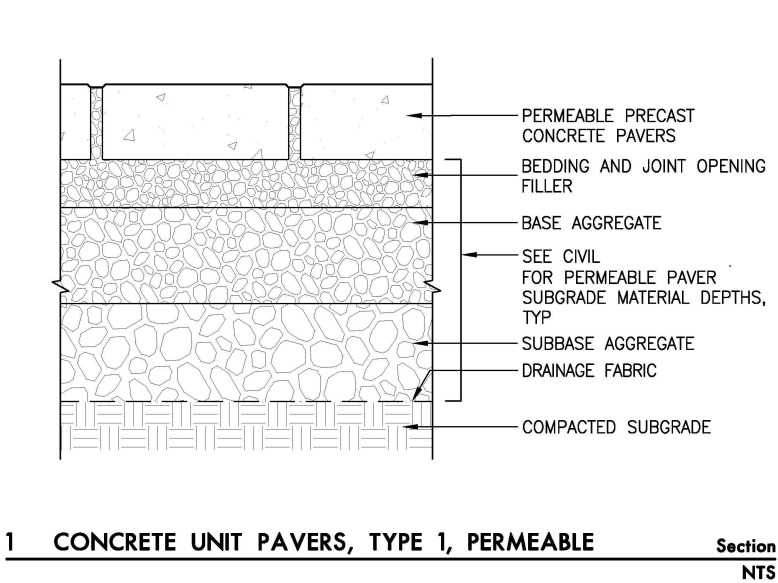
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Attachment 2: Lango Hansen Native Plants ListPlant Species Eliminated

Variegated Stonecrop

Lenten Rose

Plant Species Added

Sword Fern

Cornus Alba 'Elegantissima'

Common Yarrow

Western Columbine

Angelina Stonecrop

Akebia

False Solomon's Seal

Creeping Mahonia

Wood Strawberry

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

ONE NORTH COMMUNITY COURTYARD - SI revision

10-Jun-15

PROFESSIONALSERVICES COSTS

· 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. Development Team staff	\$26,000.00			\$26,000.00
2. Agency staff				\$0.00
3. Consultants	\$23,795.90			\$23,795.90
4. Volunteers				\$0.00
B. Post-Agreement Costs				\$0.00
1. Development Team staff	\$15,000.00			\$15,000.00
2. Agency staff				\$0.00
3. Consultants	\$49,727.00			\$49,727.00
4. Volunteers				\$0.00
Total for Professional Services	\$114,522.90	\$0.00	\$0.00	\$114,522.90

Notes

Increase of \$16,000

No change from original budget.

No change from original budget.

Design changes and landscape design
construction administration fee.**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				\$0.00
1. Site clearing			\$4,050.00	\$4,050.00
2. Excavation	\$24,528.50		\$55,917.50	\$80,446.00
B. Site Lighting / Electrical	\$80,816.00			\$80,816.00
C. Improvements/Materials				
1. Baserock				
2. Flatwork	\$137,802.00			\$137,802.00
3. Landscape and Irrigation			\$130,500.00	\$130,500.00
4. Site Furnishings			\$119,158.00	\$119,158.00
5. Site Concrete	\$48,272.00			\$48,272.00
D. Permits				
E. Contractor General Conditions	\$59,831.00			\$59,831.00
F. Contractor Contingency				\$0.00
G. Liability Insurance	\$7,616.00			\$7,616.00
H. Contractor Fee	\$30,144.00			\$30,144.00
Total for Construction Costs	\$389,009.50	\$0.00	\$309,625.50	\$698,635.00

R + H budget line 113

R + H budget lines 117, 127-131

R + H budget line 528

R + H budget lines 142-146

R + H budget lines 171-173

R + H budget lines 150, 154, 158-162

R + H budget lines 136-138

R + H budget lines 12-109

R + H budget (bottom page 3)

R + H budget (bottom page 3)

R + H budget (bottom page 3)

ACQUISITION COSTS

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

	financial match	in-kind match	grant request	TOTAL
A. Purchase Price/Easement to City of Portland (Land value)		\$319,612.50	\$106,537.50	\$426,150.00
B. Option Purchase				\$0.00
C. Option Reimbursement				\$0.00
D. Appraisal & Appraisal Review*			\$4,150.00	\$4,150.00
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	\$319,612.50	\$110,687.50	\$430,300.00

6/10 update by SI based on final plaza
area: 9470 SF

No change from original budget.

OTHER COSTS

A. Project Contingency - 3%				
	\$22,900.86			\$22,900.86
B. Overhead/Indirect costs - these can only be used as match.				\$0.00
				\$0.00
Totals for Other Costs	\$22,900.86	\$0.00	\$0.00	\$22,900.86

3% of total project costs not including
acquisition costs to account for
unexpected cost and/or materials
increases.

TOTAL PROJECT COSTS	\$526,433.26	\$319,612.50	\$420,313.00	\$1,266,358.76
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