



# Oregon

John A. Kitzhaber, MD, Governor

186899

## Parks and Recreation Department

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Salem, OR 97301-1266

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September 19, 2014

Michelle Hunter  
Portland Parks & Recreation  
1120 SW 5th AVE STE 1302  
Portland, OR 97204-1933

RE: **Project Agreement**  
Local Government Grant Program  
**LG14-002 – Thomas Cully Park Development**

Michelle:

Congratulations on your successful application for grant funds for the Thomas Cully Park Development project.

Enclosed you will find two original copies of the **Local Government Grant Program Agreement** between Oregon Parks and Recreation Department (OPRD) and Portland Parks & Recreation. This agreement must be approved and signed by you or your designated representative, and our office, in order to receive grant funds.

Please sign both copies of this agreement and return them both to our office. We will then return a fully signed agreement to you along with a Notice to Proceed letter. Work must not begin until you receive the Notice to Proceed letter and a copy of this agreement, signed by the State. Any work completed prior to receiving the Notice to Proceed is not eligible for reimbursement or as match.

Timely implementation and completion of your project is extremely important. Your project must be completed by **October 31, 2016**. This will ensure continued credibility and success of the Local Government Grant Program by demonstrating effective results to citizens and policy makers.

We encourage you to offer appropriate media opportunities and, when possible, involve your local legislators to help build public awareness of the project's purpose and benefits. Please notify me for any event celebrating your project's beginning or completion.

If you have questions or if I can be of any assistance please feel free to contact me at 503-986-0591 or [mark.cowan@state.or.us](mailto:mark.cowan@state.or.us). Thank you for helping make this valuable investment in Oregon's recreation, conservation, and natural resources.

Sincerely,

Mark Cowan  
Grant Program Coordinator

Enclosures: LGGP Project Agreement (2)

## Oregon Parks and Recreation Department Local Government Grant Program Agreement

THIS AGREEMENT is made and entered into, by and between, the State of Oregon, acting by and through its Oregon Parks and Recreation Department (OPRD), hereinafter referred to as the "State" and **Portland Parks & Recreation**, or designated representative, hereinafter referred to as the "Grantee".

**OPRD Grant Number:** LG14-002

**Project Title:** Thomas Cully Park Development

**Project Type (purpose):** Development

**Project Description:** The project will develop a 25 acre brownfield in one of Portland, Oregon's largest, most diverse park deficient neighborhoods. Improvements include a playground, off-leash dog area, walking trails, overlooks, and north slope habitat restoration in Thomas Cully Park. The Project is further described in the Application included as Attachment B.

**Grant Award /**

**Maximum Reimbursement:** \$ 473,000 (38.90%)

**Local Matching Funds:** \$ 743,000 (61.10%)

**Total Project Cost:** \$1,216,000

**Grant Payments:** Grant funds are awarded by the State and paid on a reimbursement basis, and only for the Project described in the Agreement, and the original Application included as Attachment B. To request reimbursement, Grantee shall submit a State supplied Request for Reimbursement form, copies of project invoices, and documentation confirming project invoices have been paid. In addition to the reimbursement requested upon completion of the Project, Grantee may request a mid-Project reimbursement for costs accrued to date. Advance payments may be provided under hardship conditions.

**Reimbursement Procedures:** Based on the estimated Project Budget of \$1,216,000, the initial reimbursement rate will be 38.90%. Upon successful completion of the Project and receipt of the final reimbursement request, the State will pay Grantee the remaining Grant Funds balance, or 50.00% of the total cost of the Project, whichever is less.

**Matching Funds:** The Grantee shall contribute matching funds or the equivalent in labor, materials, or services, which are shown as eligible match in the rules, policies and guidelines for the Local Government Grant Program. Volunteer labor used as a match requires a log with the name of volunteer, dates volunteered, hours worked, work location and the rate used for match, to be eligible.

**Retention:** OPRD shall disburse up to 75 percent of the Grant Funds to Grantee on a cost reimbursement basis upon approval of invoices submitted to OPRD. OPRD will disburse the final 25 percent of the Grant Funds upon approval by OPRD of the Final Report and the completed Project.

**Progress Reports:** Grantee shall submit written Progress Reports on forms provided by the State with each reimbursement request, or at a minimum of six month intervals, starting from the effective date of the Agreement.

**Agreement Period:** The effective date of this Agreement is the date on which it is fully executed by both parties. Unless otherwise terminated or extended, the Project shall be completed by **October 31, 2016**. This Agreement shall expire on the date final reimbursement payment is made by OPRD to Grantee.

**Project Sign:** When project is completed, Grantee shall post an acknowledgement sign of their own design, or one supplied by the State, in a conspicuous location at the project site, consistent with the Grantee's requirements, acknowledging grant funding and the State's participation in the project.

**Agreement Documents:** Included as part of this Agreement are:

- Attachment A: Standard Terms and Conditions
- Attachment B: Project Application including Description and Budget
- Attachment C: Sample Progress Report form
- Attachment D: Sample Request for Reimbursement form including guidelines

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents is as follows, listed from highest precedence to lowest precedence: this Agreement without Attachments; Attachment A; Attachment B; Attachment C; Attachment D.

**Contact Information:** A change in the contact information for either party is effective upon providing notice to the other party:

Grantee Administrator

Michelle Hunter  
Portland Parks & Recreation  
1120 SW 5th AVE STE 1302  
Portland, OR 97204-1933  
503-823-4131  
michelle.hunter@portlandoregon.gov

Grantee Billing Contact

Susan Crabtree  
OMF-Grants Office  
1120 SW 5th AVE STE 1250  
Portland, OR 97204-1933  
503-823-6862  
susan.crabtree@portlandoregon.gov

OPRD Contact

Mark Cowan, Coordinator  
Oregon Parks & Rec Dept.  
725 Summer ST NE STE C  
Salem, OR 97301  
503-986-0591  
Mark.cowan@oregon.gov

**Signatures:** In witness thereof: the parties hereto have caused this Agreement to be properly executed by their authorized representatives as of the last date hereinafter written.

**Grantee****Oregon Parks and Recreation Department**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Roger Roper, OPRD Assistant Director

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Steve Kay, OPRD Grants Division Manager

Oregon Department of Justice (ODOJ) approved  
for legal sufficiency for grants exceeding \$150,000:

\_\_\_\_\_  
Date

By: \_\_\_\_\_ AAG Keith L. Kutler \_\_\_\_\_  
ODOJ Signature or Authorization

\_\_\_\_\_  
Printed Name/Title

By: \_\_\_\_\_  
Mark Cowan, OPRD Grant Program Coordinator

\_\_\_\_\_ by email on September 19, 2014 \_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM



CITY ATTORNEY 10/1/14

## Attachment A – Standard Terms and Conditions

### Oregon Parks and Recreation Department Local Government Grant Program Agreement

1. **Compliance with Law:** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to implementation of the Project, including without limitation, OAR chapter 736, Division 6 (the Local Government Grant Program administrative rules).
2. **Compliance with Workers Compensation Laws:** All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS.656.017 and provide the required Worker's Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included.
3. **Amendments:** This Agreement may be amended only by a written amendment to the Agreement, executed by the parties.
4. **Expenditure Records:** Grantee shall document, maintain and submit records to OPRD for all Project expenses in accordance with generally accepted accounting principles, and in sufficient detail to permit OPRD to verify how Grant moneys were expended. These records shall be retained by the Grantee for at least six years after the contract terminates, or until all audits initiated within four years have been completed, whichever is later. The Grantee agrees to allow State auditors, and State Agency Staff, access to all records related to this Agreement, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **Equipment:** Equipment purchased with Local Government Grant Program funds must be used as described in the Project Agreement and Application throughout the equipment's useful life. The Grantee will notify the State prior to the disposal of equipment and will coordinate with the State on the disposal to maximize the equipment's ongoing use for the benefit of the Local Government Grant Program.
6. **Use of Project Property:** Grantee warrants that the land within the project boundary described in the Application (Attachment B) shall be dedicated and used for a period of no less than 25 years from the completion of the Project. Grantee agrees to not change the use of, sell, or otherwise dispose of the land within the Project boundary, except upon written approval by OPRD. Leases for projects placed on federally owned property must be at least 25 years.
7. **Conversion of Property:** Grantee further warrants that if the Grantee converts lands within the Project boundary to a use other than as described in the grant application or disposes of such land by sale or any other means, the Grantee must provide replacement property acceptable to OPRD within 24 months of either the conversion or the discovery of the conversion.

If replacement property cannot be obtained within the 24 months, the Grantee will provide payment of the grant program's prorated share of the current fair market value to the State. The prorated share is that percentage of the original grant (plus any amendments) as compared to the original project cost(s). The replacement property must be equal to the current fair market value of the converted property, as determined by an appraisal. The recreation utility of the replacement property must also be equal to that of the lands converted or disposed.

If conversion should occur through processes outside of the Grantee's control such as condemnation or road replacement or realignment, the Grantee will be required to pass through to the State that prorated share of whatever consideration is provided to the Grantee by the entity that caused the conversion. The monetary value of whatever consideration provided by the taking will normally consist of the fair market value of the property established by an appraisal.

The warranties set forth above are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. **Contribution:** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Grantee (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with the State (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

Grantee shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

9. **Condition for Disbursement:** Disbursement of grant funds by OPRD is contingent upon OPRD having received sufficient funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OPRD, in the exercise of its reasonable administrative discretion, to make the disbursement.
10. **No Third Party Beneficiaries.** OPRD and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as intended beneficiary of the terms of this Agreement.
11. **Repayment:** In the event that the Grantee spends grant funds in any way prohibited by state or federal law, or for any purpose other than the completion of the project, the Grantee shall reimburse the State for all such unlawfully or improperly expended funds. Such payment shall be made within 15 days of demand by the State.
12. **Termination:** This contract may be terminated by mutual consent of both parties, or by either party upon a 30-day notice in writing, delivered by certified mail or in person to the other party's contact identified in the Agreement. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. Full credit shall be allowed for reimbursable expenses and the non-cancelable obligations properly incurred up to the effective date of the termination.
13. **Governing Law:** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
14. **Entire Agreement:** 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 Grantee, by signature of its authorized representative on the Agreement, acknowledges that the Grantee has read this Agreement, understands it, and agrees to be bound by its terms and conditions."

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Grant Application for

# Thomas Cully Park Development

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## Project

**Project Name:**

Thomas Cully Park Development

**Site Name:**

Cully Park

**Site City / Town / Area:**

Portland, Northeast

**Site County:**

Multnomah

**Funds Requested:**

\$473,000.00

**Matching Funds:**

\$743,000.00

**Total Cost:**

\$1,216,000.00

**Percent of Grant:**

0.3900000000000000

**Percent of Match:**

0.6100000000000000

**Brief Project Description (40 word limit):**

This project builds a park in Portland's Cully neighborhood, a low-income community that lacks recreational areas. Developed through a public-private partnership between Portland Parks and Verde, our project engages community, enhances the environment, and establishes a model for park development.

**Projected Start Date:**

Fall 2014

**Projected End Date:**

Fall 2015

**Site Description:**

Located in northeast Portland, the Cully Park site comprises approximately 25 acres in the Cully Neighborhood. It is owned and managed by the Portland Parks & Recreation (PP&R), who acquired it in 2002 with the cooperation and support of Multnomah County and Metro Portland Government. In 2012, PP&R entered an agreement with Verde, a community non-profit, granting that entity development rights for the site.

The site is one of the city's most dramatic, offering large uninterrupted expanses of open and uninterrupted spaces, as well as panoramic views of the Columbia River floodplain, Mount Hood,

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## Finance

NOTE: "Contingency" is not a permissible line item. Distribute "contingency" throughout entire budget. :

- **Playground.** Cully schools and students lead the design of a playground that meets the recreation needs of young people in the neighborhood and disabled youth. Currently, Verde and PP&R incorporate community input into a single design for a 10,000 square feet play area which will combine typical playground features with nature play.
- **Off-leash dog area.** This 30,000 square foot area includes a perimeter trail, site furnishings, and plantings. In other Portland parks, off-leash dog areas are used daily from open to close. Thus, we anticipate this feature will be actively used by Cully residents, promoting physical activity for the 407 households in Cully Park's service area.
- **Walking Trails and Exercise Equipment.** Cully has no community center or private gym. Cully Park's 5267 linear feet trail network, with exercise equipment, will provide Cully residents and other park visitors with an accessible opportunity for active recreation. Verde and PP&R are working with the nearby Multnomah County Health Clinic and other community groups to develop programming for this improvement.
- **Overlooks.** Two overlooks offer trail users and other park visitors with an opportunity to rest and enjoy unhindered views of Mount Hood, Mount St. Helens, and the Columbia Gorge.
- **North Slope Habitat Restoration.** PP&R and Verde restore this 3.28 acre area to mixed deciduous-riparian habitat, converting a sparsely diverse mix of grasses into an educational, economic and open space benefit for the community. The goal is to replicate a native Columbia Gorge meadow landscape, offering a diversity of resilient plant material, provide the most potential habitat for a range of birds, mammals, insects and other species. This improvement also offers active volunteering opportunities for youth and adults during and after the plant establishment period.

#### Project Element 2: Building Community Capacity:

This project actively involves low-income youth and adults in park development. The project builds community momentum for park construction as well as provides multiple neighborhood benefits: jobs, business opportunities, youth environmental education.

#### Project Element 3: Establishing a Community-Based Model for Park Development:

PP&R and Verde have developed a public-private partnership to support the design and construction of Cully Park Phase 1, per a 2012 City-Verde Agreement which establishes roles and responsibilities to support the fundraising, design, development and maintenance of Cully Park. Via this Agreement, PP&R and Verde have leveraged significant resources for Cully Park, resources that are typically not available for park development or for local government use. This will allow us open Cully Park to the community much earlier than was considered possible prior to the Agreement, and therefore to quickly improve access to open space and active recreation. Cully Park's service area includes 405 households not currently served by another park or natural area.

The City-Verde Agreement sets the framework for construction supervision: "A Construction Committee comprised of members of the Verde Board of Directors or its designees, the Project Architect, and one or more representatives of PP&R shall oversee the design and construction of the Project." Construction Committee members include Verde, the project's General Contractor (Colas Construction), the project's design lead (ESA/Vigil-Agrimis), and PP&R.

and the intense formal active recreation that is part of the current park programming. The completion of Thomas Cully Park will provide critically needed active play areas in northeast Portland, an area that is significantly recreational space deficient.

Connectivity to the Cully Park presents a challenge because the neighborhood lacks transportation infrastructure. 65% of Cully streets are substandard or unimproved, less than 25% have sidewalks on both sides. Such is the current state of NE 72nd Avenue, which ends at Cully Park's Community Garden. Another Cully Park project element which is not a part of this grant application, the NE 72nd Greenstreet, remedies these access challenges by adding needed sidewalks, lighting, and other features necessary for pedestrian and vehicular safety. This access improvement also integrates Cully Park into PP&R's bikeway and pedestrian network. Such action is consistent with and advised by the Cully Master Plan and the Portland Plan, two strategic planning documents aiming to integrate under-served neighborhoods, like this one, into the City's infrastructure.

Cully residents have been actively engaged in the development of these access improvements. Early 2013, Verde worked with agency partners (City of Portland, Oregon Department of Transportation, TriMet), community based-organizations and community members to develop the Cully Park Safe Access Project, which built community capacity to participate in transportation planning and developed community-based transportation outcomes. From January to June 2013, participants developed preferences for safe access to Cully Park, emphasizing walking, bicycling and transit. The Cully Park Safe Access Project was funded in part by a grant from the Oregon Business Development Department's Brownfields Program. The Project Report is available on Verde's website

[<http://www.verdenw.org/about-us/verde-news/235-cully-park-safe-access-report-now-available>].

**3. ACTIVE PARTICIPATION projects support or provide a base for individual active participation. 'Active' means those forms of recreation that rely predominantly on human muscles and includes walking, sports of all kinds, bicycling, running, and other activities that help people achieve currently accepted recommendations for physical activity. To what extent does the project support or improve access to individual active participation? :**

The project addresses the SCORP criteria in two key ways: it encourages physical activity among youth through the play area and it promotes a connection to nature among the youth and adult constituencies.

The community's choices are shaped by their environment. The barriers to recreation are extensive in the Cully neighborhood: the lack of assets, as the community does not have a gym or community center; and the lack of access, as the community is populated primarily by low income communities of color. What physical activity that does occur, particularly among youth, happens in spaces like parking lots or roads that are unsafe for the activity. The absence of readily accessible recreation spaces will limit the ability of the neighborhood's residents to engage in healthy activities like exercising, spending time in nature, or being with family and friends.

Notably, a 2013 survey of City residents indicated that a mere 55% of the Cully's residents engage in monthly use of parks, as compared to the 59% citywide monthly usage rate reported by respondents. Lacking access roads, the site, which is currently fenced, is not open for recreational use by the public, except for the NE 72nd Avenue Community Garden. Visits to the broader park site are permitted by special appointment only. The development of Cully Park, and the substantial work required to achieve that end, will mitigate existing recreational deficiencies in the area with

Community) or in a **DISPERSED AREA** (located outside of these boundaries)? :  
CLOSE-TO-HOME

2. Please identify how the project satisfies county-level needs by using priorities identified in one of the following local public planning processes. See SCORP Chapter 5, Pgs 86-102 for specific county priorities. :

a) **Public Recreation Provider Identified Need** - Does the project satisfy county-level needs identified by the Public Recreation Provider Survey beginning on page 86 in the SCORP? If so, enter which priority or priorities are identified for the project county. Please use either the Close-to-Home Priorities or Dispersed Area Priorities, not both. :

The project responds to close to home priority identified for Multnomah County with the inclusion of an off-leash dog park and community trails.

b) **Oregon Resident Identified Need** - Does the priority project satisfy county-level need identified by the Oregon Resident Survey beginning on page 86 in the SCORP? If so, enter which priority or priorities are identified for the project county. :

The project responds to two key areas identified by Oregon Residents - a children's playground; nature and other wildlife viewing areas; and an off-leash dog area.

c) **Local Planning** -To what extent does the project satisfy priority needs, as identified in a current local planning document (park and recreation master plan, city or county comprehensive plan, trails master plan, transportation system plan or bicycle and pedestrian plan)? :

Several city plans reference the project. Additional supporting documents and photos that project partners are submitting to establish project need as well as the community's support for it. These include:

1. Community surveys and results;
2. Images of community meetings;

Parks 2020 Vision, <http://www.portland.gov/parks/40182>

Strategic planning for the Portland park system is driven by the content of the PP&R 2020 Vision. In examining the Northeast, the plan identifies park shortages, facility deficiencies, and problems with connectivity. Development plans for Cully Park calls for the creation of a variety of high quality park and recreation services that promote community in the City.

The Portland Plan, <http://www.portlandonline.com/portlandplan/index.cfm?c=58776>

Adopted in 2012, the Portland Plan is the document guiding strategic planning efforts in the City. The plan's stance on prioritizing future action by departments is clear as it states that "advancing equity [is] at the core of our plans for the future." Cully, with its location in a high need area, represents a tangible effort to advance equity in the distribution of recreational assets.

Cully Master Plan, 2008, <http://www.portlandoregon.gov/parks/article/469561>

The Cully Park Master Plan (2008) sets the framework for development. It envisions a variety of recreational features that will invite frequent use by neighbors and the region's residents. The

by Park Vision 2020 as park deficient. Sufficient space exists to accommodate the project's playground, off-leash dog area, walking trails, overlooks, and north slope restoration.

So significant was the need that the jurisdictional governments – the City of Portland, Multnomah County, and Oregon Metro – cooperated on securing the site for PP&R, as it represented a rare opportunity to add a large, accessible recreational space in a high need area. The Cully neighborhood, despite its high population density, has only one park to serve its 13,000 residents, and local transportation deficiencies make it difficult to access this park by walking or bicycle from many parts of the neighborhood.

Additionally, the Portland Bureau of Development Services is supportive of this plan.

**2. Also describe the extent to which the site or project design minimizes negative impacts on the environment and surrounding neighborhood and integrates sustainable elements. :**

The State of Oregon requires a Human Health Risk Assessment/HHRA before a brownfield can be returned to productive use. Verde worked with community members, the Oregon Department of Environmental Quality/DEQ, and the Oregon Health Authority/OHA to conduct the HHRA (paid for by DEQ and OHA, an in-kind contribution valued at over \$135,000). Verde organized a Community Involvement Committee/CIC as a way to engage the community in the HHRA, and OHA secured a federal grant (1 of 2 such grants awarded nationwide) to provide funding for the CIC.

CIC meetings took place in the evening, at accessible community locations. Childcare, interpretation services, and food were provided. Each volunteer CIC member received a \$360 honoraria for their service, members included local nonprofits, low-income Latinos, and residents of the mobile home parks adjacent to the Park site. Meeting monthly from January-September, 2012, CIC members shared community concerns, advised agency staff, participated in sampling activities, visited the Portland Bureau of Environmental Services lab to learn how samples are analyzed, and gained knowledge and skills in the risk assessment process. The HHRA's Final Report, known as a "Health Consultation Report," has been released. It states that the site is safe for park development, "all contaminants tested for were at levels typical of those found in urban environments, and are considered to be too low to cause concern for human health." Report information is available in English, Spanish and Somali.

Cully Park improves the local environment and creates positive impacts for the Cully Neighborhood by converting a brownfield into developed and natural recreation areas. When Cully Park is developed, it will embody the city's commitment to restoring a landscape that was altered beyond recognition. Where it once served as a repository for refuse, the park will instead provide opportunities for people to grow and thrive. It will also demonstrate how a damaged site can be recreated to represent a model of environmental stewardship, resulting in 3.28 acres of new habitat, 0.7 acres of new community garden space, 5,500 square feet of new stormwater management facilities, 6 new ecoroofs, new trees, and an engagement process that builds a sense of stewardship within the local community.

**F. COMMUNITY SUPPORT (0-5 points):**

**1. To what degree can you demonstrate community support for the project? Can you provide letters of support and/or survey analysis? If yes, please include supporting documentation with this application. :**

System Development Charges, or SDC fees paid on development within Portland, are budgeted for this project. Of those funds, PP&R has dedicated the amount of \$271,512 to match this project budget. Our project partner, Verde, is also providing \$423,222. A draft ordinance, which City Council will consider on April 30, 2014, is attached to this application.

In the event that the grant is awarded and City Council accepts, then PP&R will use these identified match funds for the project. Any additional funds will offset the commitment of SDC funds.

**2. Project applicants are encouraged to develop project applications involving partnerships between the project applicant, other agencies, or non-profit organizations. Project applicants are also encouraged to demonstrate solid financial commitment to providing necessary project maintenance and upkeep. To what extent does the project involve partnerships with other agencies or groups? Are donations and/or funding from other agencies or groups secured? :**

From the beginning, this project has been characterized by deep, cross-sector partnerships across government, nonprofits, for-profit companies, and educational institutions. Per the City-Verde Agreement, Verde has raised over \$3.6M for Cully Park Phase1's design and construction since July 2012, including over in-kind design and construction services valued at over \$400,000 (Verde also raised over \$417,000 prior to July 2012, including funding for the site's Human Health Risk Assessment, which was fully funded by the Oregon Department of Environmental Quality and the Oregon Health Authority). Committed funders since July 2012 include: Port of Portland, East Multnomah Soil & Water Conservation District, Metro Nature in Neighborhoods, Portland Water Bureau, the Surdna Foundation, the Oregon Community Foundation, Portland Bureau of Environmental Services, United Way of the Columbia-Willamette, Vibrant Village, US Environmental Protection Agency, Oregon Business Development Department, Penney Family Fund, Multnomah County, and Meyer Memorial Trust. February 2014, Portland Parks & Recreation made the largest award to date to the project, a \$1.25 million dollar commitment of SDCs.

**3. To what extent has funding been secured to complete the project?:**

There is strong community support for the project. Our project partner, Verde, has secured \$423,222 in funding, and those funds are applied as part of the match. For the match, the project only relies on the certain funds from the PP&R SDC account and existing donations already received by our partners. Our project partner is actively seeking funds for the project, but we are not relying on those funds. In the event that our partner should secure additional funds for grant project, then PP&R would reduce its SDC contribution in accordance with the award level.

#### **H. ACCESSIBILITY COMPLIANCE:**

**1. Does your agency have a board or city council adopted/approved ADA Transition Plan and/or Self Certification? :**

Yes

**2. How will your proposed project meet current accessibility standards?:**

The City of Portland is in the process of updating and reviewing its ADA Transition Plan, with a projected 2015 completion date.

| Description  | Qty Unit | \$/Unit      | Cost           | Match        | Request      | Source of Funding                       |
|--|----------|--------------|----------------|--------------|--------------|---|
| Off Leash Dog Area - Design & Permitting                   | 1        | \$5,500.00   | \$5,500.00     | \$0.00       | \$5,500.00   |   |
| Off Leash Dog Area - Construction                          | 1        | \$49,500.00  | \$49,500.00    | \$0.00       | \$49,500.00  |   |
| Playground: Design & Permitting                            | 1        | \$33,000.00  | \$33,000.00    | \$0.00       | \$33,000.00  |   |
| Playground: Construction                                   | 1        | \$297,000.00 | \$297,000.00   | \$0.00       | \$297,000.00 |   |
| Overlooks, Design & Permitting                             | 1        | \$8,800.00   | \$8,800.00     | \$0.00       | \$8,800.00   |   |
| Overlooks, Construction                                    | 2        | \$39,600.00  | \$79,200.00    | \$0.00       | \$79,200.00  |   |
| Walking Trails w/Exercise Equipment, Design & Construction | 1        | \$40,250.00  | \$40,250.00    | \$40,250.00  | \$0.00       | Verde                                   |
| Walking Trails, Construction                               | 1        | \$362,250.00 | \$362,250.00   | \$362,250.00 | \$0.00       | Verde, System Development Charges- PP&R |
| North Slope Habitat Restoration, Design & Construction     | 1        | \$34,050.00  | \$34,050.00    | \$34,050.00  | \$0.00       | Verde                                   |
| North Slope Habitat Restoration, Construction              | 1        | \$306,450.00 | \$306,450.00   | \$306,450.00 | \$0.00       | Verde                                   |
| Totals   |          |              | \$1,216,000.00 | \$743,000.00 | \$473,000.00 |   |

|                          |                |
|--------------------------|----------------|
| Total Project Cost:      | \$1,216,000.00 |
| Total Match for Sponsor: | \$743,000.00   |
| Grant Funds Requested:   | \$473,000.00   |

**PROGRESS REPORT FORM**  
**LOCAL GOVERNMENT GRANT PROGRAM**  
QUARTERLY ☐      FINAL ☐

Date: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Number: \_\_\_\_\_

Project Sponsor/Grantee: \_\_\_\_\_

Date of Project Approval: \_\_\_\_\_ Date Work Started: \_\_\_\_\_

**Describe Work Completed This Quarter:**

**Describe Any Problems or Delays:**

Percentage of Project Completed to Date: \_\_\_\_\_ %

Report Completed By: \_\_\_\_\_

Title: \_\_\_\_\_



Amount of Reimbursement: \$ \_\_\_\_\_ Amount of Admin Costs (LWCF) \_\_\_\_\_



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## Request for Reimbursement Guide

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All files for projects benefiting from Oregon Parks and Recreation Department administered grant funds must be able to pass a State audit. When preparing to submit a Request for Reimbursement, plan on submitting the following documentation:

- ☐ **Progress Report Form** – Available online at:  
<http://www.oregon.gov/oprd/GRANTS/Pages/local.aspx> → Application and Forms.
- ☐ **Request for Reimbursement Form** - Available online at:  
<http://www.oregon.gov/oprd/GRANTS/Pages/local.aspx> → Application and Forms.
- ☐ **Project Invoices** – Please submit copies of all project **bills/invoices**.
- ☐ **Bill Payment Confirmation** – Please submit documentation confirming that all project bills/invoices have indeed been paid. The best way to document this is with some type of **Accounts Paid Report** for the project that lists **Payments, Payee, Payment Date and Check Number**. (This is different from an Accounts Payable Report which would only list payments pending.) If an Accounts Paid Report is not available, please submit copies of canceled payment checks (with account numbers blocked out).

Once the project is completed . . .

- ☐ **Project Pictures** – Please plan to submit 5-10 digital pictures of the completed project site, for the project file. Digital pictures can be sent as email attachments.
- ☐ **Acknowledgement Sign** - Is there any type of signage on site acknowledging OPRD grant support for the project? If not, we will send you one.



If you have questions, please contact:

Mark Cowan  
Grant Program Coordinator  
Oregon Parks and Recreation Dept.  
725 Summer St. NE Suite C  
Salem, OR 97301-1266  
[mark.cowan@oregon.gov](mailto:mark.cowan@oregon.gov)  
503-986-0591  
[www.oregon.gov/OPRD/GRANTS/index.shtml](http://www.oregon.gov/OPRD/GRANTS/index.shtml)



# Oregon

John A. Kitzhaber, MD, Governor

186899

## Parks and Recreation Department

State Historic Preservation Office

725 Summer St NE, Ste C

Salem, OR 97301-1266

(503) 986-0690

Fax (503) 986-0793

[www.oregonheritage.org](http://www.oregonheritage.org)



July 15, 2014

Mr. Mark Cowan

OPRD

725 Summer St NE STE C

Salem, OR 97301

RE: SHPO Case No. 14-1102

Thomas Cully Park Development OPRD LG Recreational Grant ID 1403

FOE/Trails, playground, facilities, soccer & baseball fields

OPRD LG Rec Grant

1N 2E 17, Portland, Multnomah County

Dear Mr. Cowan:

Our office recently received a request to review your application for the project referenced above. In checking our statewide archaeological database, it appears that there have been no previous surveys completed near the proposed project area. However, the project area lies within an area generally perceived to have a high probability for possessing archaeological sites and/or buried human remains.

In the absence of sufficient knowledge to predict the location of cultural resources within the project area, extreme caution is recommended during project related ground disturbing activities. Under state law (ORS 358.905 and ORS 97.74) archaeological sites, objects and human remains are protected on both state public and private lands in Oregon. If archaeological objects or sites are discovered during construction, all activities should cease immediately until a professional archaeologist can evaluate the discovery. If you have not already done so, be sure to consult with all appropriate Indian tribes regarding your proposed project. If the project has a federal nexus (i.e., federal funding, permitting, or oversight) please coordinate with the appropriate lead federal agency representative regarding compliance with Section 106 of the National Historic Preservation Act (NHPA).

If you have any questions about the above comments or would like additional information, please feel free to contact our office at your convenience. In order to help us track your project accurately, please reference the SHPO case number above in all correspondence.

Sincerely,

Dennis Griffin, Ph.D., RPA

State Archaeologist

(503) 986-0674

[dennis.griffin@oregon.gov](mailto:dennis.griffin@oregon.gov)

