

**RESOLUTION NO. 12/13-9  
CITY OF DAYTON, OREGON**

Title: *A Resolution Authorizing the City Manager to enter into a Local Government Grant with the State of Oregon through the Oregon Parks and Recreation Department*

**WHEREAS**, The City of Dayton applied for a Local Government Grant to undertake improvements to the 11<sup>th</sup> Street Park; and

**WHEREAS**, the State of Oregon acting by and through the Oregon Parks and Recreation Department (OPRD) has awarded the City of Dayton with a Local Government Grant in the sum of \$60,136 to acquire play equipment and to make needed improvements to the 11<sup>th</sup> Street Park; and

**WHEREAS**, ORPD will provide \$48,036 of the Local Government Grant for the 11<sup>th</sup> Street Park Project; and

**WHEREAS**, the City of Dayton will be responsible for contributing the sponsor match through allowed means equivalent to \$12,100,

**The City of Dayton resolves as follows:**

- 1) **THAT** the City Manager is hereby authorized to execute the Grant Agreement for the Local Government Grant attached hereto as Exhibit A, and incorporated by reference herein; and
- 2) **THAT** this resolution shall become effective immediately upon adoption.

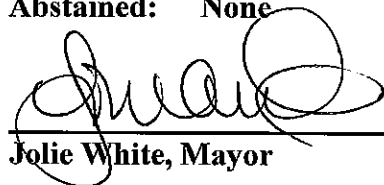
**ADOPTED this 1<sup>st</sup> day of October 2012**

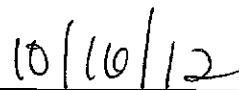
**In Favor: Bixler, Blackburn, Utt, White, Wytoski**

**Opposed: None**

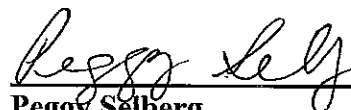
**Absent: Evers, Frank**

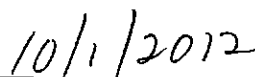
**Abstained: None**

  
\_\_\_\_\_  
**Jolie White, Mayor**

  
\_\_\_\_\_  
**Date Signed**

**ATTEST:**

  
\_\_\_\_\_  
**Peggy Selberg  
City Recorder**

  
\_\_\_\_\_  
**Date of Enactment**

**ATTCHMENT: Exhibit A**

**LOCAL GOVERNMENT GRANT PROGRAM  
LGPS-12-03 11th Street Park Improvement (Phase I)**

**THIS AGREEMENT** is made and entered into by and between the State of Oregon, acting by and through the Oregon Parks and Recreation Department, hereinafter referred to as the **OPRD**, and **City of Dayton**, hereinafter referred to as the "Sponsor."

**RECITALS**

**WHEREAS**, under ORS 390.180, the State and Sponsor may enter into an agreement concerning acquisition, development, and or rehabilitation of public outdoor recreation areas and facilities, hereinafter called "Project," and the State may make grants of money to assist the Sponsor in such projects.

**WHEREAS**, under OAR Chapter 736, Division 6, the Sponsor agrees to comply with the Local Government Grant Program administrative rules.

**NOW, THEREFORE**, OPRD and the Sponsor agree to the following:

**AGREEMENT**

**1. Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, the Project shall be completed by **June 30, 2014 ("Project Completion Date")**. This Agreement shall expire on the date final payment is made by OPRD.

**2. Agreement Documents.** This agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

- |            |   |
|------------|---|
| Exhibit A: | <b>Sponsor's Grant Application</b>          |
| Exhibit B: | <b>Progress Report Form</b>                 |
| Exhibit C: | <b>Request for Grant Reimbursement Form</b> |

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 comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

**3. Grant.** In accordance with the terms and conditions of this Agreement, OPRD shall provide Sponsor **\$48,036 or 80 percent**, whichever is less, of the total project cost, for the purposes described in Section 5. OPRD shall pay the Grant from monies available through the Local Government Grant Program.

**4. Project Cost; Matching Funds.** Total Cost of the Project is **\$60,136**. The Sponsor Match is **\$12,100**. The Sponsor shall contribute matching funds or the equivalent in labor, materials, property, or services, which are shown as eligible match in the rules, policies and guidelines for the Local Government Grant Program.

**5. Project:** The purpose of this Project is to provide funding assistance to the City of Dayton for park improvements at 11th Street Park including play structures, fall surface, benches, picnic tables, waste receptacles, play area curbing, interior pathway, swing set, basketball court, fencing, landscaping, climbing rock, excavation and play equipment installation. The Project is further described in the Sponsor's Grant Application, which is Exhibit A attached hereto. Sponsor shall have six-months from the Effective Date of this Agreement to commence substantial work (i.e., for the Sponsor to award contracts for work or show at least 25% of work is complete). Projects not in compliance with this schedule may be cancelled unless OPRD determines, in its sole discretion, that Sponsor has provided to OPRD justification for an extension.

**6. Progress Reports.** Once work has begun, Sponsor shall report to ORPD on work completed on a quarterly basis as follows:

- Period beginning January 1, ending March 31, . . . . . report is due **April 30**.
- Period beginning April 1, ending June 30, . . . . . report is due **July 31**.
- Period beginning July 1, ending September 30, . . . . . report is due **October 31**.
- Period beginning October 1, ending December 31, . . . report is due **January 31**.

A progress report giving an accounting of the work accomplished is also required whenever Project reimbursements are requested. Reports must be in the form provided in Exhibit B.

Sponsor must submit a Final Report and final reimbursement request to OPRD within 45 days of the Project Completion Date using the form attached hereto as Exhibit B. The final report shall include a full and final accounting of all expenditures and a description of the work accomplished.

**7. Disbursement and Recovery of Grant.**

**a. Disbursement Generally.** OPRD shall disburse up to 75 percent of the Grant Funds to Sponsor on a cost reimbursement basis upon approval of invoices submitted to OPRD. Sponsor may send invoices to OPRD at any time but no more than once per calendar quarter. Invoices must be in the form provided in Exhibit C attached hereto and provide detail indicating the nature of costs to be reimbursed, and all such costs must be directly related to the Project and Project budget as shown in Exhibit A. Invoices must be signed by an authorized representative of Sponsor. Prior to approval of any invoice, all reports due under Section 6 hereof must be complete and provided to and approved by OPRD. OPRD will disburse the final 25 percent of the Grant Funds upon approval by OPRD of the Final Report and the completed Project. OPRD will not be obligated to make final payment to Sponsor until all documentation and reports due under Section 6 hereof are complete and provided to OPRD, including the ID number or vehicle identification number of any equipment purchased by Sponsor, and subject to a final inspection and approval of the Project by OPRD.

**b. Allowable Costs.** The Grant is for the Project and shall not be used for any other purpose. No Grant funds will be disbursed for any changes to the Project unless such changes are approved by OPRD by Amendment pursuant to section 13.b hereof. Sponsor shall not use any Grant Funds for administration, overhead or indirect costs, whether or not related to this Agreement.

**c. Conditions Precedent to Disbursement.** OPRD's obligation to disburse Grant moneys to Sponsor under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

**i.** OPRD has 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.

**ii.** No default as described in section 11 has occurred.

**iii.** Sponsor's representations and warranties set forth in section 8 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

**iv.** Sponsor shall provide OPRD a copy of all necessary federal, state and local permits required for the Project.

**d. Recovery of Grant Moneys.** Any Grant moneys disbursed to Sponsor under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or

expiration of this Agreement must be returned to OPRD. Sponsor shall return all Misexpended Funds to OPRD promptly after OPRD's written demand and no later than 15 days after OPRD's written demand. Sponsor shall return all Unexpended Funds to OPRD within 14 days after the earlier of expiration or termination of this Agreement.

**8. Representations and Warranties of Sponsor.** Sponsor represents and warrants to OPRD as follows:

- a. **Organization and Authority.** Sponsor is a:  
 Municipal agency  
 Other Governmental Entity (regional governments, port districts, special districts, etc)

duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant. Sponsor has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Sponsor of this Agreement (1) have been duly authorized by all necessary action of Sponsor and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Sponsor's Articles of Incorporation or Bylaws (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Sponsor is a party or by which Sponsor or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Sponsor of this Agreement.

b. **Binding Obligation.** This Agreement has been duly executed and delivered by Sponsor and constitutes a legal, valid and binding obligation of Sponsor, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

c. **Use of Project property:** Sponsor further warrants that the land within the project boundary described in Exhibit A shall be dedicated and used for a period of no less than 25 years from the completion of the Project. Sponsor 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.

If the Sponsor 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 Sponsor 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 Sponsor 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 Sponsor's control such as condemnation or road replacement or realignment, the Sponsor will be required to pass through to the State that prorated share of whatever consideration is provided to the Sponsor 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.

**9. Certain Covenants of Sponsor.** Sponsor shall:

- a. Grant Funds.** Vigilantly safeguard the Grant moneys received hereunder and maintain financial controls sufficient to protect such moneys and ensure that the Grant moneys are used solely for purposes of the Project;
- b. Completion.** Complete the Project on or before the expiration date of this Agreement and submit a final report for the Project to OPRD in accordance with Section 6 hereof.
- c. Publicity.** Sponsor shall make every effort to acknowledge and publicize ORPD's participation and assistance with the project. Sponsor agrees to place signs at the Project location acknowledging ORPD's grant program support. Sponsor also agrees to maintain the signs throughout the life of the project. State may withhold final reimbursement payment until signage has been placed.
- d. Public Access to Project:** The Sponsor shall allow open and unencumbered public access to the completed Project to all persons without regard to race, color, religious or political beliefs, sex, national origin, or place of primary residence.

**10. Records Maintenance and Access.**

- a. Access to Records and Facilities.** OPRD, the Secretary of State of the State of Oregon (Secretary) and their duly authorized representatives shall have access to the books, documents, papers and records of Sponsor that are directly related to this Agreement, the Grant moneys provided hereunder, or the Project for the purpose of making audits and examinations. In addition, OPRD, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Sponsor shall permit authorized representatives of OPRD and the Secretary to perform site reviews of all services delivered as part of the Project.
- b. Retention of Records.** Sponsor shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Agreement, the Grant moneys or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the expiration date. If there are unresolved audit questions at the end of the three-year period, Sponsor shall retain the records until the questions are resolved.
- c. Expenditure Records.** Sponsor shall document the expenditure of all Grant moneys disbursed by OPRD under this Agreement. Sponsor shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit OPRD to verify how the Grant moneys were expended.

**11. Default.** Sponsor shall be in default under this Agreement upon the occurrence of any of the following events:

- a.** Sponsor fails to perform, observe, or discharge any of its covenants, agreements, or obligations set forth herein.
- b.** Any representation, warranty or statement made by Sponsor herein or in any documents or reports relied upon by OPRD to monitor implementation of the Project, the expenditure of Grant moneys or the performance by Sponsor is untrue in any material respect when made;
- c.** Sponsor (i) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated as bankrupt or insolvent, (v) commences a

voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or

d. A proceeding or case is commenced, without the application or consent of Sponsor, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Sponsor, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Sponsor or of all or any substantial part of its assets, or (iii) similar relief in respect to Sponsor under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Sponsor is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

e. **Remedies upon Default.** If Sponsor's default is not cured within 30 calendar days of written notice thereof to Sponsor from OPRD or such longer period as OPRD may authorize in its sole discretion, OPRD may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement, return of all or a portion of the Grant moneys, payment of interest earned on the Grant moneys, and declaration of ineligibility for the receipt of future grant awards from OPRD. If, as a result of Sponsor's default, OPRD demands return of all or a portion of the Grant moneys or payment of interest earned on the Grant moneys, Sponsor shall pay the amount upon OPRD's demand.

## 12. TERMINATION

a. **Termination for Convenience.** Either party may terminate this Agreement at any time prior to the expiration date of this Agreement upon 15 days notice to the other party. Neither party shall incur any new obligations for the terminated portion of this Agreement and shall cancel as many obligations as possible immediately upon receipt of notification from the other party. Payment in full shall be allowed for the non-cancelable obligations properly incurred up to the effective date of the termination. All Unexpended Funds shall be returned to OPRD within 14 days of termination.

b. **OPRD Termination.** OPRD may terminate this Agreement:

i. Immediately upon written notice to Sponsor, if OPRD does not obtain sufficient funding and expenditure authorizations to allow OPRD to meet its payment obligations under this Agreement.

ii. Immediately upon written notice to Sponsor if state or federal laws, regulations, or guidelines are modified, changed or interpreted in such a way that OPRD does not have the authority to provide Grant moneys for the Project or no longer has the authority to provide the Grant moneys from the funding source it had planned to use.

iii. Upon 30 calendar days advance written notice to Sponsor, if Sponsor is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as OPRD may specify in the notice.

## 13. GENERAL PROVISIONS

a. **Indemnification.** To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, Sponsor shall indemnify, defend (subject to ORS chapter 180), and hold harmless the State of

Oregon and OPRD and their officers, employees, and agents from all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature, resulting from, arising out of or relating to the activities of the Sponsor or Sponsor's officers, employees, sub-contractors, or agents under this Agreement.

**b. Amendments.** This Agreement may be amended or extended only by a written instrument signed by both parties. A request for an extension of the Project Completion Date for a six month period may be granted if requested by Sponsor in writing at least 30 days prior to the Project Completion Date and the request includes a compelling need, as determined in OPRD's sole discretion, for the extension.

**c. Participation in Similar Activities.** This Agreement in no way restricts Sponsor or OPRD from participating in similar activities with other public or private agencies, organizations, or individuals.

**d. Duplicate Payment.** Sponsor is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual. All sponsor matching contributions must be used and expended for this project only and within the Project period.

**e. No Third Party Beneficiaries.** OPRD and Sponsor 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.

**f. Notices.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to Sponsor or OPRD to the applicable Principal Contact at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the Sponsor, or on the next business day, if transmission was outside normal business hours of the Sponsor. Any communication or notice given by personal delivery shall be effective when actually delivered.

**OPRD:**

Oregon Parks and Recreation Department  
Local Government Grant Program Coordinator  
725 Summer Street NE, Suite C  
Salem, OR 97301  
Phone: 503-986-0708  
Fax: 503-986-0794

**Sponsor:**

City of Dayton  
Christy Ellis  
PO Box 339  
Dayton, OR 97114  
Phone: 503-864-2221  
Fax: 503-864-2956  
Email: [rich@cascadiapartnership.com](mailto:rich@cascadiapartnership.com)

**g. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between OPRD (or any other agency or

department of the State of Oregon) and Sponsor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. **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.**

**h. Compliance with Law.** Sponsor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project. Without limiting the generality of the foregoing, Sponsor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement or the implementation of the Project: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations, (b) Titles VI and VII of the Civil Rights Act of 1964, as amended, (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (d) the Americans with Disabilities Act of 1990, as amended, and ORS 659A.142, (e) Executive Order 11246, as amended, (f) the Health Insurance Portability and Accountability Act of 1996, (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (i) all regulations and administrative rules established pursuant to the foregoing laws, and (j) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement or the Project and required by law to be so incorporated. Sponsor shall not discriminate against any individual, who receives or applies for services as part of the Project, on the basis of actual or perceived age, race, creed, religion, color, national origin, gender, disability, marital status, sexual orientation, alienage or citizenship. All employers, including Sponsor, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.

**i. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

**j. Assignment of Agreement, Successors in Interest.** Sponsor shall not assign or transfer any interest in this Agreement, enter into any subcontracts, or subgrant any Grant moneys, without the prior written approval of OPRD. Any such assignment, transfer, subcontract, or subgrant, if approved, is subject to such conditions and provisions, as OPRD may deem necessary, including without limitation that, for any portion of the Project awarded by Sponsor to a contractor, Sponsor shall provide to OPRD a copy of the contractor's performance bond in the amount of the contract issued by a surety company authorized to do business in Oregon. No approval by OPRD of any assignment, transfer, subcontract or subgrant shall be deemed to create any obligation of OPRD in addition to those set forth in this Agreement nor will OPRD's approval of an assignment, transfer, subcontract or subgrant relieve Sponsor of any of its duties or obligations under this Agreement.

**k. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections 6, 8, 10, 13.a, 13.e, 13.g, 13.k and 13.l.

**l. Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. Sponsor, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.



**IN WITNESS THEREOF:** the parties hereto have caused this agreement to be properly executed by their authorized representatives as of the day and year hereinafter written.

**Sponsor:**

**ORPD Grant Program:**

By: \_\_\_\_\_  
Printed Name & Title

By: \_\_\_\_\_  
Local Government Grants Program Coordinator

\_\_\_\_\_  
Sponsor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grants Division Manager

\_\_\_\_\_  
Date

**State of Oregon, acting by and through its  
State Parks and Recreation Department**

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

\_\_\_\_\_  
Date

**Approved for legal sufficiency (when Grant amount exceeds \$150,000)  
Oregon Department of Justice**

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

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

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Grant Application for

# 11th Street Park Improvement (Phase I)

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## **Contact:**

**Sponsor Name:**

City of Dayton

**First Name:**

Christy

**Last Name:**

Ellis

**Address 1:**

P.O. Box 339

**Address 2:**

**City:**

Dayton

**State:**

OR

**Zip Code:**

97114

**Contact Phone:**

503-864-2221

**Contact Fax:**

503-864-2956

**Contact Email:**

rich@cascadiapartnership.com

**Federal Tax ID:**

93-6002149

# **Project:**

**Project Name:**

11th Street Park Improvement (Phase I)

**Funds Requested:**

\$48,036.00

**Matching Funds:**

\$12,100.00

**Total Cost:**

\$60,136.00

**Brief Project Description:**

Phase I of the 11th Street Park Improvement project includes the installation of age-appropriate play equipment meeting ADA standards, rehabilitation of the existing basketball court, and addition of picnic tables, benches, interior paths, and waste receptacles in order to enhance the use of Dayton's only neighborhood park.

**Start Date:**

September 3, 2012

**End Date:**

March 1, 2013

**Percent of Grant:**

0.798789410669000

**Percent of Match:**

0.201210589331000

**Site Name:**

11th Street Park

**Site Acreage:**

0.50

**Site Town - City:**

Dayton

**Site County:**

Yamhill

**Site Description:**

All activities associated with this project will occur within the boundaries of the 11th Street Park, located within the city limits of Dayton, Oregon. The park is located in a residential

neighborhood and incorporates 21,784 square feet featuring a swing set, metal climbing bar, a basketball court, and wooden picnic tables.

**USGS Quad:**

Dayton

**Township:**

4S

**Range:**

3W

**Section:**

20

**Oregon Legislative District-H:**

24.00

**State Representative Name:**

Jim Weidner

**Oregon Legislative District-S:**

12.00

**State Senator Name:**

Brian Boquist

**Land Control:**

Fee Simple

**Project Use SCORP:**

Group Day-Use|Sports Field|Other

**Latitude:**

45.214739719299999

**Longitude:**

-123.090878427000010

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## Finance:

**Are the combined costs for administration, land use permits, design and engineering, pre-agreement planning 15% or less of your total project costs? :**

Yes

**PARTNERSHIPS & FISCAL CONSIDERATION - To what extent does the project involve funding from other agencies or groups? Is funding from other agencies or groups guaranteed?:**

The completion of this phase of the 11th Street Park Improvement project is not contingent upon any other funding sources. With the award of a grant from the Local Government Grant program, the City of Dayton will be prepared to execute the activities described in this application.

**PARTNERSHIPS & FISCAL CONSIDERATION - What is the source of local matching funds? To what extent are local matching funds available? :**

The source of the local match includes a climbing structure that has already been acquired but has not been installed (value \$8,905), labor and equipment provided by the City of Dayton Public Works (value \$694) for the excavation of the equipment site, and volunteer labor provided by community volunteers and supervised by the City of Dayton Public Works, to install the playground equipment. The climbing structure and donation of Public Works time are committed for this project. The volunteer labor for installation of equipment can be secured within 30 days of notification of the award of this grant.

**PARTNERSHIPS & FISCAL CONSIDERATION - Are funds budgeted for the project? To what extent has enough money been budgeted to successfully complete the project? :**

All resources necessary to complete this project have been secured, with the exception of the grant funds being requested from the Local Government Grants program.

**PARTNERSHIPS & FISCAL CONSIDERATION - What is the local commitment to the project from the local community through donations? :**

When the City of Dayton installed the playground equipment at Courthouse Square Park, we utilized a process where a local Eagle Scout candidate coordinated the volunteer effort as part of their community service commitment. The vendor from which the playground equipment was purchased provided technical assistance and the City Public Works department verified the installation met all standards. Through this process, the community was directly engaged in transforming the use of the park. This process will be emulated in the 11th Street Park Improvement project.

**PARTNERSHIPS & FISCAL CONSIDERATION - Is all described match available at the time of application? :**

Yes

**PARTNERSHIPS & FISCAL CONSIDERATION - How firm is your local match, have matching funds been committed to this project by your council, board or commission?:**

The commitment for matching funds has been secured. The climbing structure is already in the possession of the City of Dayton, the City Manager has allocated the Public Works Departments involvement in the project, community volunteers have been identified to assist in the installation of the equipment. In addition, this project reflects one of the top priorities of the Dayton City Council as expressed through their 2012 statement of goals.

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## Other:

**PROGRAM NARRATIVE:** Describe all elements of the project and the need for assistance, project objectives, facilities to be constructed, existing facilities which are to be renovated, removed or demolished. Describe who will do the work and who will provide supervision, historical site use, community involvement, problems or desires that led to project being selected. Describe how the project relates to current and future public recreation needs, expected results and benefits. Describe any unusual or unique features of the project such as innovative design, conservation, unusual site conditions, etc. Describe the topography of the site and present development on the site and how proposal fits in with future development, and the anticipated start and end dates of the project.:

1. Project Elements: In response to the growing needs of the community, the City of Dayton proposes to undertake Phase I of the 11th Street Park Improvement project. The project will be initiated on September 1, 2012 and complete by March 1, 2013. The key project elements inherent in this strategy include:

- Toddler Play Ground: This phase of the project will include the development and installation of an age appropriate play area for toddlers. This area will encompass approximately 23' x 30' of space, located adjacent to, but separated from the main play area. The toddler area will include an ADA approved play structure designed to enhance motor skill development and stimulate active play. The installation of the structure will incorporate safe-fall requirements supported through the use of pre-engineered wood fiber chips and retained by a sub-surface curb.
- Main Play Area: The main play area will encompass an approximate area of 36' x 26' and include age appropriate equipment for children over the age of 5. The main play area will feature a multi-activity structure, swing set, and a climbing structure. The main play area will be designed to meet or exceed ADA accessibility and safe fall standards.
- Resurfacing the Basketball Court: The basketball court is 25' x 50' concrete slab that has cracking and uneven surfaces. This project will remove the current concrete court, re-grade the surface, pour a new concrete court, install fencing, and re-use the basketball goals and poll.
- Resting and Supervision Area: The project will include the installation of two benches adjacent to the play areas. These 6' all-surface benches will provide a place for parents to supervise the activities of their children in the play area or for park patrons simply to stop and rest.
- Picnic Area: The project includes the installation of two ADA approved all-weather picnic tables.
- Site Preparation and Curbing: The development plan calls for excavation of the play areas and installation of a sub-surface curb. The excavated void will be filled with pre-engineered wood fiber chips to ensure the play areas meet safe fall specifications and create a level surface between the play areas and the main park grounds.
- Recycling and Waste Stations: The project will include the installation of waste receptacles, including one designated for recyclable materials.
- Internal Paths: This phase of the project will include the installation of 36" wide durable surface paths from the street to the play area and picnic area. The inclusion of this feature will address the accessibility recommendations of the City's self-certified ADA Transition Plan (attached).

2. Existing Features: This phase of the project requires the demolition and/or deconstruction of two existing features of the park. The existing metal swing set and climbing bar will be decommissioned and recycled through a metal recycler. The concrete surface of the existing basketball court will be demolished and removed. The intent of the City of Dayton is for this project to have zero impact on landfills and thus support the City's goal of



optimizing sustainability. 3. Need for Assistance: In 2004, the City of Dayton undertook the development of a comprehensive Parks and Recreation Master Plan. As part of this planning process a Parks Steering Committee was formed and an extensive community engagement element was incorporated. As a result of this community engagement process, the participants identified a number of parks and recreation related needs and prioritized their goals for the community. The top stated goal for the community was "maintain and improve the existing parks." Over the subsequent years, the City focus has been on Courthouse Square Park in the core of the downtown area. This iconic site is the heart of the community and home to many celebrations and community gatherings. Through the investment of City resources, the incorporation of volunteer efforts, and the leveraging of grant funding, the City of Dayton has been successful in replacing the restrooms, installing new playground equipment, improving the landscaping, and preserving the historic blockhouse. With the predominant needs of Courthouse Square Park addressed, the City is now turning its attention to the next priority from the plan. The 11th Street Park is Dayton's only true neighborhood park. Located in an area of high residential growth, this park has seen extensive use over the past decade. The Parks and Recreation Master Plan called for the following improvements to the park: · Replace existing playground equipment. · Add additional picnic tables. · Repair the basketball court as needed. · Develop a landscaping plan. · Build restrooms. · Add a drinking fountain. The City is currently addressing the issue of restrooms by providing ADA approved porta-potties in the park during the summer months. The basketball court has been patched but requires removal and replacement in order to optimize use of the court. The drinking fountain, play equipment, and picnic tables have not been addressed. The most obvious of these issues is the play equipment, or lack thereof. The park lacks age-appropriate and/or ADA accessible play structures. The only play equipment at the park is currently an antiquated swing set and climbing bar. Due to existing budgetary restraints, the City is unable to pursue all suggested enhancements of the park simultaneously. Therefore, the park improvements for 11th Street Park must be addressed in a phased process. On January 17, 2012, the Dayton City Council held a workshop to set goals and priorities for the City over the next two years. As part of this process, the installation of new playground equipment in the 11th Street Park was identified as a top priority. In addition to addressing the highest priority for the park patrons, this strategy reflects the prudent approach of the City to leverage existing resources. Ross Recreation Equipment donated a climbing structure valued at nearly \$9,000 for placement in the City's park system. To properly site and install this structure it must be integrated into the overall playground strategy. In addition, site preparation must be completed to ensure effective safe fall zones can be created and maintained. Rather than complete the site preparation for a single piece of equipment, it makes fiscal and functional sense to simultaneously develop the entire playground area at this site. 4. Unusual or Unique Features: The proposed playground structures reflect a holistic view of play. Both play areas have been designed to incorporate multi-sensory opportunities in order to address the wide variety of play needs of the children. Integrated structures include spinning, balance, jumping, auditory stimuli, tactile, social, and quiet play opportunities. In addition the equipment to be included in the 11th Street Park will incorporate sustainability features similar to those in Courthouse Square Park. This equipment was manufactured by Landscape Structures Incorporated and incorporates a number of sustainable design features. These include a 30 percent smaller carbon footprint than traditional play structures. In addition, their materials are free of heavy metals, lead, and other toxins in order to provide a healthy and hygienic play experience. 5.

Implementation Strategy: The site preparation for Phase I of the 11th Street Park Improvement project will be completed by the Public Works Department of the City of Dayton and include excavation of the play area. Installation of the sub-surface curb and the basketball court will be completed by a qualified concrete contractor who will be selected by the City through approved procurement practices. Installation of the playground equipment will be provided by community volunteers, coordinated by the local Boy Scout Troop. The City is prepared to commence the project within 30 days of notice of the grant award. Assuming a September 1, 2012 start date, the project will be fully completed by March 1, 2013 and ready for the spring-summer play period. 6. Volunteers: Installation of the playground equipment, benches, picnic tables, waste receptacles, wood chips for the safe-fall zone, and durable surface for the paths will be completed by community volunteers facilitated by Eagle Scout candidates as part of their community activity requirements (a copy of an e-mail confirming the Scout's intent to provide these activities has been included with this grant application). 7. Site Topography: The topography of 11th Street Park is relatively flat. The park is bordered on three sides by improved streets. These include Park Place (southeast side), Church Street (northwest side), and 11th Street (northeast side). A residential property borders the park on the southwest side. A small pump house is located to the east of the basketball court and the existing swing set is located on the far southwest side of the park. 8. Utilities: All utilities are noted on the site map provided. This project will not require the relocation or encroachment on any existing utilities. No new utilities will need to be addressed due to this project. 9. Multiple Areas: All aspects of Phase I of the 11th Street Park Improvement project will take place within the park boundaries.

**TIMELINESS: Is there an immediate need or threat of facility closure because of non-compliance with state and federal laws? Describe any actions under consideration that could result in a lost opportunity or facility becoming unavailable for public use. Is there a threat to losing the available local match or the ability of local project sponsor not being able to complete the project within 2 years?:**

While the existing play equipment does not meet current standards for age-appropriateness, accessibility, or safe fall zones – the park is not in issue of being closed due to non-compliance. The matching resources have been secured and there are no known threats that would change this fact over the course of the anticipated project period. Finally, this project has been effectively staged and should easily be completed within the two-year time constraint of the grant period. Based on estimations from the vendors and Public Works, the estimated timeline for completion of this project is six-months.

**FIRST TIME AWARD: Have you ever received funding from any of the grant programs administered by Oregon Parks and Recreation Department?:**

Yes

**ACTIVE GRANT PERFORMANCE AND COMPLIANCE: Are you on schedule and in compliance with all active grant projects awarded by OPRD?:**

Yes

**PAST GRANT PERFORMANCE AND COMPLIANCE: Are you in compliance with applicable guidelines at previously assisted project sites? (No unresolved**

conversions, overhead utility lines, maintenance issues and open to the public)  
**Please describe your performance on grants previously awarded by OPRD. Were quarterly progress reports submitted? Were funds expended and project complete by the project deadline? Do you have an OPRD grant acknowledgement sign posted at all grant assisted sites? Did you have any amendments made to the grant agreement? Please describe deficiencies, if any. :**

The City of Dayton has been awarded three grants from the Oregon Parks and Recreation Department. These include: · Land and Water Conservation Grant: This grant was awarded in 2006 and supported improvements at Courthouse Square Park. This grant was completed and closed out and resulted in no unresolved issues. · Preserving Oregon Grant: This grant was awarded in 2009 and supported the replacement of the roof on the historic Yamhill Blockhouse located at Courthouse Square Park. · Certified Local Government Grant (Heritage Program): This grant was awarded in 2011 and supported façade improvement through a matching fund program for historic properties in the City's downtown. Oregon Parks and Recreation grant acknowledgement signs have been posted at sites where projects were supported by the department.

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

Yes

**ACCESSIBILITY COMPLIANCE What is the topography of the project site (flat, hilly, rough or uneven terrain, etc.)? :**

Flat

**ACCESSIBILITY COMPLIANCE What is the surface of existing or proposed parking areas? :**

Street Parking

**ACCESSIBILITY COMPLIANCE How many parking spaces are (or will be) allocated for people with disabilities? :**

0.00

**ACCESSIBILITY COMPLIANCE What is the slope and surface of any roads or trails that will be used as accessibility routes to various parts of the park? :**

Flat

**ACCESSIBILITY COMPLIANCE How will your proposed development or rehabilitation projects be made accessible? :**

A significant focus of this project is based on increasing accessibility within 11th Street Park. The playground structures that will be installed will meet or exceed all ADA guidelines. The interior path that will extend from the street to the playground area will meet slope and surface requirements. The picnic tables that will be purchased and installed will be ADA compliant.

**ACCESSIBILITY COMPLIANCE How does your agency address special accessibility concerns/needs for people with sight or hearing impaired disabilities? :**

The City of Dayton maintains their parks in such a manner as to ensure accessibility

concerns are addressed in an expeditious manner. Further, the City of Dayton works to ensure that no obstructions exist in any walkways utilized to access amenities in all city parks.

**Does your agency have the latest Americans with Disabilities Act Accessibility Guidelines: Recreation Facilities?:**

Yes

**READINESS TO PROCEED - LAND USE/PLANNING STATUS: Have you submitted with this application a planning department certification letter that confirms the correct zoning for this project? :**

Yes

**READINESS TO PROCEED: Are construction or concept plans completed and will you attach a copy with this application? :**

Yes

**READINESS TO PROCEED: List potential permits and status of permit applications that may be required for proposed project that you do not have in hand (i.e. Corps of Engineers, Division of State Land, Building Permits, etc.) Describe any possible delays or challenges that could occur in receiving permits.:**

The City of Dayton has all the necessary permits needed to complete this project and is ready to proceed upon notification of grant funding.

**SCORP CRITERIA How does the project meet the goals and objectives identified in SCORP? How does the project promote activity and health of older adults? How does the project encourage youth to be physically active? How does the project support outdoor youth program activities? How does your project connect youth with nature? Does this project address Oregon's physical activity crisis? :**

**Activity and Health of Older Adults:** The project promotes the activity and health of older adults by providing the facilities needed to enjoy a range of recreational activities that are directly available to the city's aging populations, such as walking and/or jogging, and playing basketball. **Encourage Physical Activity Among Youth:** With the abundance of young families that have migrated to the area in recent years, a significant influx of youth has occurred. As a result, promoting physical activity amongst our youth population is an integral component to this project. The project promotes resident youth to be physically active by providing an array of recreational opportunities that are appealing to youth. **Specific elements of this project designed to encourage physical activity among youth include, the age-appropriate playground and the resurfaced basketball court.** **Support of Outdoor Youth Program Activities:** Outdoor youth programs contribute immeasurably to the quality of life in Dayton. The City places high priority on the development of our children and is dedicated to providing quality sports programs for all ages. Truly, there is no greater investment than the future of our youth and the benefits are not only evident on the field, but in the lives of each individual who is participating in an outdoor program activity. With the creation of a new basketball court, the City will be able to enhance the amenities for use by youth groups of all types. **Natural Play Area:** This project inspires outdoor play. As part of the City's Park system, the 11th Street Park complements the Palmer Creek Trail, Courthouse Square Park, Legion Field and Alderman Park. Each of these facilities has

their unique elements, but when viewed collectively provide a robust opportunity for children to engage and interact in a natural setting. Oregon's Physical Activity Crisis: Completion of this project directly addresses Oregon's physical activity crisis. First and foremost, this project places heavy emphasis on creating an array of recreational opportunities that promote living an active, healthy lifestyle. Nearly every element of the project can be tied to increasing prospects for residents to increase their health, whether they play basketball, utilize the new playground, or simply walk through the park. The City of Dayton truly understands the importance of addressing Oregon's physical activity crisis, and subsequently strives to create a parks and open space system that ensures the outdoor recreational needs of city residents are met.

**SCORP CRITERIA Does the project include a nature play area? :**

Yes

**SCORP - Needs Assessment:**

Close to Home

**SCORP Statewide Need:**

Nature study/wildlife watching sites|Non-Motorized Trails|Picnicking/day use and facilities|Sports and Playfields

**SCORP County Level Need:**

Non-Motorized Trails| Picnicking/day use and facilities

**LOCAL NEEDS & BENEFITS: Is the project identified in park and recreation master plan, city or county comprehensive plan, trails master plan, transportation system plan or a bicycle and pedestrian plan? :**

Park and Recreation Master Plan|Comprehensive Plan

**LOCAL NEEDS & BENEFITS: To what extent will the project satisfy local or regional recreation needs as identified in a current local planning document? :**

The Dayton Parks and Recreation Master Plan identifies a number of priorities and strategies directly addressed through the completion of Phase I of the 11th Street Park Improvement project. Goals developed by the Parks Advisory Committee included adding at least one additional playground area and one additional developed picnic area. This project will effectively satisfy both of these goals. Section 2 of the Parks and Recreation Master Plan defined a community vision for the future for the parklands and recreation facilities available to the residents and visitors to Dayton. This vision identified the maintenance and improvement of existing parks as the primary goal for the community. As such, the specific strategy enunciated for 11th Street Park included replacing the existing playground equipment, repairing the basketball court, and adding picnic tables. Further, enhancement of accessibility through the installation of interior all-weather pathways was a recommended strategy for all parklands in Dayton. This project directly addresses these primary goals and strategies.

**LOCAL NEEDS & BENEFITS: To what extent will the project improve or increase the outdoor recreation opportunities in the local community? :**

The rehabilitation of the basketball court and the addition of the picnic tables will

significantly enhance existing recreational opportunities available in the park. However, the development of the age-appropriate play structures will actually create new recreational opportunities not currently available to the visitors of this park. Currently, there are no age-appropriate toddler play equipment available in Dayton's parklands. Phase I of the 11th Street Park Improvement project will add a complete toddler play area that includes rockers, spinners, climbers, and multi-sensory panels appropriate for children ages 2-5. The main play area will feature swings, slides, and a variety of equipment for climbing and exploring. This replaces the current antiquated swing set and climbing bar that minimally forms the only play equipment in the park.

**LOCAL NEEDS & BENEFITS: Does the project provide a new or different recreation opportunity that is not currently offered in your jurisdiction or service area?:**

Yes

**PUBLIC INVOLVEMENT Describe any public involvement efforts that led to the selection of the project including citizen involvement through public workshops, public meetings surveys and local citizen advisory committees during the project's planning process. :**

The development of the Dayton Parks and Recreation Master Plan was the result of a significant level of public involvement. The process was managed by a Parks Advisory Committee (PAC) appointed by the Dayton City Council. The eight-member committee included representatives of the Dayton City Council, the Dayton School District, the Chamber of Commerce, and local community and sports program volunteers. The PAC met on a regular basis throughout the planning process to review findings and develop goals, priorities and strategies. In addition to the work of the PAC, the park planning process included two community meetings that attracted significant participation from local citizens. These community meetings focused on identifying long-term and short-term goals for the community and developing prioritized lists. This project is a direct result of these community meetings and processes.

**OVERALL SITE SUITABILITY - To what extent is the site suitable for the proposed development? Describe the extent to which the site or project design minimizes negative impacts on the environment and surrounding neighborhood. :**

The site for the project is well suited for the proposed development. The relatively flat topography of 11th Street Park allows for further development of the site with minimal engineering obstacles. Additionally, the proximity to the surrounding residential development creates great access to the park and the newly created recreational opportunities.

**OVERALL SITE SUITABILITY - SUSTAINABILITY: To what extent does the project design result in a well-designed, managed and sustainable facility? :**

The project's design emphasizes sustainability in a number of ways. First, the playground equipment included in the project-design incorporates a number of sustainable features. The manufacturers of the equipment, Landscape Structures Inc., are a sponsor of the Sustainable Sites Initiative, an interdisciplinary partnership between the American Society of Landscape Architects, the Lady Bird Johnson Wildflower Center, and The United States Botanic Garden. Through this partnership, Landscape Structures has adopted a number of measurable goals to promote sustainability and conservation. This resulted in Landscape

Structures Inc. becoming the first North American Playground manufacturer to earn a ISO 1400 Certificate for environmental stewardship. Further, the City of Dayton strongly believes in the importance of recycling and reuse of items that might otherwise end up in a landfill. As a result, the city will strive to reuse and/or donate all usable portions of the playground and basketball court as a means to reduce waste. Reusing, when possible, is far superior to recycling because the item doesn't need to be reprocessed before it can be used again. Reuse and recycling will help turn material that would otherwise become waste into valuable resources while generating many environmental, financial, and social benefits.

**NEED FOR MAJOR REHABILITATION OF EXISTING OUTDOOR RECREATION FACILITIES – Please please check all that apply. :**

The recreation area or facility is beyond its normal life expectancy. |The recreation area or facility does not meet health and safety codes/requirements. |The recreation area or facility does not meet requirements of the Americans with Disabilities Act. |Changing recreational needs (e.g. changes in demographics with in the service area) dictate a change in the type of recreation area or facility required.

**NEED FOR MAJOR REHABILITATION OF EXISTING OUTDOOR RECREATION FACILITIES: Please explain extenuating circumstances, if any, which have led to the need for major rehabilitation of the facility. :**

The existing basketball court is cracked and has exceeded its normal life expectancy. The existing playground equipment does not meet safety, age-appropriateness, and/or ADA requirements as now exist. With the influx of more young families to the area, it is critical that these deficiencies are addressed.

**LONG TERM COMMITMENT TO MAINTENANCE - Explain how your plan to continue area/facility operation and maintenance after the project is complete by providing the following information: a) How will the project's future maintenance be funded? b) How much do you expect to spend annually or number of hours needed to maintain? c) What degree of commitment do you have? :**

The 11th Street Park is currently, and will continue to be maintained by the City of Dayton Public Works Department and funded through the City's General Fund. Annually, the Public Works Department spends approximately 100 hours on maintenance activities associated with 11th Street Park. The proposed improvements should not significantly impact this maintenance commitment. Included in this grant application is a letter from the Dayton City Manager confirming the commitment of the City to maintain 11th Street Park and the enhancements made through the implementation of this project.

**ENVIRONMENTAL ASSESSMENT: Have you completed a copy of the Local Government Grant Environmental Assessment and Checklist form to be submitted with this application?:**

Yes

**ENVIRONMENTAL ASSESSMENT: Have you solicited comments from the Natural Resource Agencies listed in the manual?:**

Yes

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**Grant Funding Request:**

\$48,036.00

| <b>Source of Funds</b>   | <b>Amount</b> |
|--|---------------|
| Donation (Climbing Rock)                                       | \$8,905.00    |
| City Labor Donated (Excavation of Play Area)                   | \$695.00      |
| Community Labor Donated (Installation of Playground Equipment) | \$2,500.00    |

**Total Match for Sponsor:**

\$12,100.00

**Total Project Cost:**

\$60,136.00

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# Project Budget Worksheet

| Expense                          | Amount      |
|----------------------------------|-------------|
| Play Structures                  | \$21,667.00 |
| Pre-engineered Wood Fiber Chips  | \$2,500.00  |
| Benches (qty 2)                  | \$1,796.00  |
| Picnic Tables (qty 2)            | \$2,526.00  |
| Waste Receptacles (qty 3)        | \$1,397.00  |
| Subsurface Curbing for Play Area | \$3,450.00  |
| Interior Pathway                 | \$2,500.00  |
| Single Post Swing Set            | \$1,200.00  |
| Basketball Court                 | \$7,500.00  |
| Fencing for Basketball Court     | \$3,000.00  |
| Landscaping                      | \$500.00    |
| Climbing Rock                    | \$8,905.00  |
| Excavation of Play Area          | \$695.00    |
| Installation of Play Equipment   | \$2,500.00  |

|                                 |             |
|---------------------------------|-------------|
| <b>Total Project Cost:</b>      | \$60,136.00 |
| <b>Grant Funds Requested:</b>   | \$48,036.00 |
| <b>Total Match for Sponsor:</b> | \$12,100.00 |

As an authorized representative of City of Dayton, I certify that the applicant agrees that as a condition of receiving Local Government Grant Program assistance, it will comply with all applicable local, state and federal laws. This application has been prepared with full knowledge of and in compliance with the Oregon Administrative Rules Chapter 736, Division 6, for the Distribution of State Funding Assistance to Units of Local Government for Public Parks and Recreation and OPRD's Procedures Manual for the program. I also certify that to my best knowledge, information contained in this Application is true and correct. I will cooperate with OPRD by furnishing any additional information that may be requested in order to execute a State/Local Agreement, should the project receive funding assistance.

**EXHIBIT B**

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

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

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

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

Project Sponsor: \_\_\_\_\_

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: \_\_\_\_\_

