

# Oregon Parks and Recreation Department Local Government Grant Program Agreement

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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 the **Yamhill County**, hereinafter referred to as the "Grantee".

**OPRD Grant Number:** LG15-002  
**Project Title:** Yamhelas Westsider Trail  
**Project Type (purpose):** Acquisition

**Project Description:** The project will fund the acquisition of 3.48 miles of abandoned railroad right of way for conversion to a multipurpose recreation path, near Gaston, in Yamhill County, Oregon. These funds will be pooled with matching funds for a total purchase of 12.48 miles of abandoned railroad right of way. The Project is further described in the Application included as Attachment B.

**Grant Award /**  
**Maximum Reimbursement:** \$ 126,000 (6%)  
**Grantee Match Participation:** \$1,981,176 (94%)  
**Total Project Cost:** \$2,107,176

**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 final reimbursement requested upon completion of the Project, Grantee may request mid-Project reimbursement, as often as quarterly, for costs accrued to date. Advance payments may be provided under hardship conditions.

**Reimbursement Procedures:** Based on the estimated Project Cost of **\$2,107,176**, and the Grantee's Match participation rate of **94%**, **the reimbursement rate will be 6%**. Upon successful completion of the Project and receipt of the final reimbursement request, the State will pay Grantee the remaining Grant Funds balance, or **6%** 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 90 percent of the Grant Funds to Grantee on a cost reimbursement basis upon approval of invoices submitted to OPRD. OPRD will disburse the final 10 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, 2017**. 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  
 Jayne Mercer  
 Yamhill County  
 434 NE Evans St.  
 McMinnville, OR 97128  
 503-474-4991  
 mercerj@co.yamhill.or.us

Grantee Billing Contact  
 Becky Weaver  
 Yamhill Co  
 545 NE 5th St.  
 McMinnville, OR 97128  
 503-434-7501  
 weaverb@co.yamhill.or.us

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**

By: [Signature]  
 Signature  
Mary Starrett  
 Printed Name  
Chair, Board of Commissioners  
 Title  
1-14-16  
 Date

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

By: N/A  
 ODOJ Signature or Authorization  
 \_\_\_\_\_  
 Printed Name/Title  
 \_\_\_\_\_  
 Date

Accepted As To Form  
 by [Signature]  
 Christian Fochsch  
 County Counsel  
 Yamhill County

**OREGON PARKS AND RECREATION DEPT.**

By: [Signature]  
 Larry Warren, Internal Services Div. Administrator  
1-25-16  
 Date

By: [Signature] by [Signature]  
 Jan Hunt, Grants Division Manager  
1-25-16  
 Date

By: [Signature]  
 Mark Cowan, Grant Program Coordinator  
1-25-16  
 Date

Accepted by Yamhill County  
 Board of Commissioners on  
1-14-16 by Board Order  
 # 16-13

# 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 ("Indemnitee") 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 Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, 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

# **Yamhelas Westsider Trail**

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# Contact

**Application Type: ACQUISITION:**

**Applicant Agency:**  
Yamhill County

**First Name:**  
Jayne

**Last Name:**  
Mercer

**Title:**  
Grants Manager

**Address 1:**  
434 NE Evans St.

**Address 2:**

**City:**  
McMinnville

**State:**  
OR

**Zip Code:**  
97128

**Contact Phone:**  
503-474-4991

**Contact Fax:**  
503-474-4908

**Contact Email:**  
mercerj@co.yamhill.or.us

**Federal Tax ID:**  
93-6002318

# Project

**Project Name:**

Yamhelas Westsider Trail

**Site Name:**

Westsider Line

**Site City / Town / Area:**

Northwest Yamhill County, HWY 47

**Site County:**

Yamhill

**Funds Requested:**

\$126,000.00

**Matching Funds:**

\$1,981,176.00

**Total Cost:**

\$2,107,176.00

**Percent of Grant:**

0.0600000000000000

**Percent of Match:**

0.9400000000000000

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

Yamhill County is seeking acquisition funds for approximately 3.48mi of abandoned railroad right of way for its conversion to a multipurpose recreation path. These funds would be pooled with existing monies for a total purchase of 12.48 miles of ROW.

**Projected Start Date:**

April 2016

**Projected End Date:**

October 2016

**Site Description:**

Abandoned railroad ROW, with entire infrastructure removed (rails, ties, bridges, trestles, culverts, etc). Approximately 3.48 miles from NW Roosevelt Drive, Yamhill to near NW County Lane, Gaston, adjacent to the Wapato Wildlife Refuge.

**Latitude:**

45.421482697506669

**Longitude:**

-123.135961890220640

**Township, Range & Section:**

2s; 4w; 12,13,26,27,34

**Site Acreage:**

26.87

**Land Control:**

Fee Simple

# Supplemental

## A. PROJECT NARRATIVE (Please limit all answers to 400 words or less.):

### 1. Describe the project, project objectives, and the need for assistance. :

The Yamhelas Westsider Trail (YWT) project seeks to acquire approximately 17 miles or 120 acres of abandoned railroad right of way, which is currently owned by Union Pacific Railroad (UPRR). Currently the project has approved funding for approximately 9 miles and is seeking additional funding for 3.48 miles of the trail. These efforts started at the grassroots level in the 1990's and have developed into a regionally supported effort to acquire and develop the ROW for the purposes of transportation, recreation, tourism and economic development. The community based non-profit, Friends of the Yamhelas Westsider Trail (FYWT), is the county's project partner and are committed to the trail's development and on-going maintenance (see attached letter of commitment). Yamhill County has been working with UPRR for over two years to acquire the property and time is of the essence as the company is eager to sell. The project has been awarded \$1.76 million in funding from the Federal Highways Administration Transportation Enhancement funds, which will purchase approximately nine miles, starting south of Gun Club Road in Carlton and ending at NW Roosevelt Drive in Gaston. The potential acquisition of these nine miles will begin in the spring of 2016, and in an effort to approach UPRR with the strongest offer possible, the county is seeking additional funding for acquisition. Upon the county's acquisition of the ROW in Carlton, three privately owned tracts will be donated to the project, valued at \$39,000. Our current request from OPRD is for \$126,000 to purchase approximately 3.48 miles of the corridor. This particular section will extend into the proposed Wapato Lake National Wildlife Refuge, an area owned by U.S. Fish and Wildlife. The connectivity of these three miles with the refuge would enhance the exposure of users to this natural resource, drawing visitors from across the county and state. This additional funding will ensure that the majority of the trail is maintained as a continuous corridor and allow the county to increase the amount of land purchased in 2016. In September 2014 the YWT was awarded a grant from the National Parks Service (NPS) to participate in the Rivers Trails Conservation Assistance Program (RTCA). The FYWT and the county are working closely with the NPS liaison to develop a conceptual plan for the entire trail, which will be completed in the spring of 2016. The YWT is generously supported by the surrounding communities and the project holds immense public value as it will create a new transportation corridor connecting rural communities and seeks provide a new and unique opportunity for recreation in Yamhill County.

### 2. Will the property be acquired by purchase, donation or a combination of these methods? How many acres will be acquired? When will the property be acquired?:

The property will be acquired by purchase and donation. With grant funding from the Federal Highways Administration, approximately nine miles will be acquired in the fall of 2016. UPRR is interested in selling the entire ROW to the county in as few transactions as possible, therefore the county is actively fundraising to increase the amount of land that will be acquired in or before the fall of 2016, to clearly demonstrate our commitment to purchasing the entire corridor for its conversion into a multi-purpose transportation path.

### 3. What is the expected use of the property after it is developed?:

The property will be used for transportation and recreation as a multi-purpose path. The path closely parallels HWY 47 and connects the rural towns of Carlton, Yamhill, Unincorporated Cove Orchard and Gaston. The corridor will provide a safe alternative for commuters and recreational users alike, creating new access to natural areas in rural Yamhill Valley. These rural cities share

resources, a school district and business centers which are mainly accessible by HWY 47. The highway is not suitable for alternative modes of transportation as its shoulders are very narrow. The YWT will create a safe transportation alternative for local residents. There will be no interim use of the property; however parts of the trail have been informally used for transportation for years. Development will occur in phases and much of the trail is over-grown the dense vegetation (mostly blackberries). The county will actively pursue development funds and utilize local resources to allow users safe access as soon as possible. Various clubs, schools, non-profits and other organizations have expressed their support and interest in using the trail as it provides new and unique access to rural cities and recreation. The area that extends into the Wapato Wildlife Refuge would be ideal for interpretive signage, outdoor school and other educational activities. The advent of agro-tourism, specifically bicycle tours of wineries will be yet another use of the trail, creating a substantial economic benefit to the area. Visitors could bike south from Portland, utilizing regional trails that will eventually connect with the YWT, such as the Council Creek Trail. These visitors will increase the number of day trips and overnight stays to the area, and with the cities of Yamhill and Carlton serving as convenient stopping points, local businesses stand to benefit immensely.

**4. What is the proposed start date for development of the property? Describe any interim uses prior to development and give information on the disposition of any buildings or other improvements or structures on the property.:**

The proposed development of the project will occur within 2-5 years after acquisition. The county is currently working with the National Parks Service's Rivers, Trails Conservation Assistance Program to develop a conceptual plan for entire corridor. In early 2016 the county will begin the master planning process and development thereafter. Due to the immediate need to acquire the property in its entirety, before the opportunity is lost, planning and development will occur after acquisition is complete. The only building on the property is a barn which is leased to Student First, for bus storage, the company wants to continue operations on this site and an easement for the trail can be established. This section is included in the nine miles to be purchased with Federal funds.

**B. CONSISTENCY With STATEWIDE PRIORITIES - SCORP Criteria (0-20 points) :**

**To what extent does the project address ONE OR MORE of the following THREE (1-3) priorities identified in the 2013-2017 SCORP?:**

**1. NON-MOTORIZED TRAIL CONNECTIVITY. Trail connectivity involves linking urban trails to outlying Federal trail systems; linking neighborhood, community and regional trails; connecting community parks and other recreational public facilities; connecting parks to supporting services and facilities; connecting neighboring communities; and providing alternative transportation routes. To what extent does the project address non-motorized trail connectivity?:**

The YWT project directly addresses non-motorized trail connectivity by creating regional trail that will become the backbone of future trail systems. The trail will begin by providing a vital, non-motorized, connection between the rural cities of Carlton, Yamhill, unincorporated Cove Orchard, Gaston, and eventually extending further into Washington County. The YWT closely parallels HWY 47, an increasingly popular route into Yamhill Valley from the Portland metro area which has narrow shoulders that are unsuitable for biking, walking and running. This forces cyclists and pedestrians to use less trafficked back country roads which are used by local farmers and create indirect routes unsuitable for commuting and recreation. The Yamhill Valley has become an

increasingly popular tourist destination and traffic to the area has been projected to increase. Creating an off-road, non-motorized trail connection between rural cities, parks and tourist destinations is crucial to support this influx of traffic. The YWT will provide a safe transportation corridor for alternative commuters and decrease pedestrian traffic on the highways and roads, greatly reducing risk of accidents and injuries. The YWT will provide convenient access to county and city parks, is within five miles of over 35 wineries, will parallel the Wapato Wildlife Refuge (US Fish and Wildlife), and eventually connect to Henry Hagg Lake. The YWT will provide a continuous connection from the Yamhill Valley to the Portland Metro Region and beyond. The trail will facilitate access of local residence to supporting services and facilities, accessing industrial areas, social services, medical services and transit centers. Further, this new connection will create a significant economic benefit to the adjacent business centers. The cities of Carlton, Yamhill and Gaston will serve as convenient trailheads for the YWT, increasing the amount of traffic to local shops, restaurants and tourist destinations. Multiple businesses in the area have obtained a "bike friendly" status through the Bike Friendly Business Program sponsored by Travel Oregon, installing bike racks and other amenities for cyclists. Other entrepreneurs have submitted letters of support to the county for the YWT, explaining their intention to create new businesses or expand their current operations based on the direct influx of traffic from the trail. The creation of the trail will connect our rural communities in new and exciting ways, ultimately increasing overall safety for vehicles, pedestrians and cyclists.

**2. 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 YWT fully supports active participation by its users and will promote the activities of: walking, running, biking and horseback riding. There will be no motorized vehicles allowed on the trail, except maintenance and local access trucks on designated shoulder areas. The trail mainly passes through rural areas that have limited safe access via country roads. Last summer a deadly accident involving a bicycle and vehicle occurred within a few hundred meters of the trail. Local residents and visitors desire to run, walk and bike in the country side, but there is a high risk associated with being active in the Yamhill Valley. The YWT will provide convenient access to a safe transportation corridor that parallels and increasingly traffic HWY 47. The corridor is currently accessed for transportation and recreation in an informal way and acquisition of this property would convert this use to a legal and supported activity.

**3. SUSTAINABILITY. To what extent does the project address sustainability recommendations for OPRD-administered grant programs? Please see Chapter Seven (pages 115-117) of the SCORP for sustainability recommendations for land acquisition, new facility development, major rehabilitation, and trail projects.:**

This is a land acquisition project. Upon acquisition and development the project will meet the requirement: "will create a diverse set of recreational experiences which are currently unavailable in the local area- addresses an identified unmet need." There are currently no recreational trails of this nature in Yamhill County; this trail will be the first of its kind. The YWT runs through the city of Carlton and is located just outside of the city of Yamhill, through unincorporated Cove Orchard and the city of Gaston. Access points will lie within a 1/2 mile of the trail and be easily accessible by foot. The trail will also comply with the ADA requirements, which will be incorporated into the conceptual and master plans.

**C. LOCAL NEEDS AND BENEFITS - SCORP Criteria (0-30 points):**

**1. A map clearly identifying the project location and UGB or unincorporated community boundary or Tribal community boundary drawn on it must be uploaded in the attachments section of this application. Is your project in a CLOSE-TO-HOME area (located within an urban growth boundary (UGB), unincorporated community boundary, or a Tribal 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 YWT addresses all three of the county level needs as identified in the SCORP for Close-to-Home projects in Yamhill County. This project seeks to acquire parklands (4.1), ultimately will provide public restrooms (4.1) and includes the acquisition of trail corridors & ROWs (4.0). Yamhill County seeks to acquire the entire intact corridor to preserve its use as a continuous transportation corridor for the purposes of recreation, alternative transportation and economic benefit. This directly aligns with the priorities identified in the SCORP. Further, the Friends of the Yamhelas Westsider Trail, with the guidance of the National Parks Service, have developed a project specific survey that will further identify the needs of county residents and facilitate their input to the trail's development.

**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 acquisition of the YWT is the first step towards meeting the following needs identified by the Oregon Resident Survey: dirt/other soft surface walking trails and path (3.8), the trail will be accessible to pedestrians and have mixed surfaces including dirt; Nature and other wildlife viewing areas (3.4), there is a potential for such areas especially in area adjacent to the Wapato Wildlife Refuge; paved/hard surface walking trails and paths (3.4), some of the trail will be paved and all of the trail will be accessible to pedestrians; and Off-street bicycle trails and pathways (3.2), the trail will provide up to 17 miles of bike paths. The first and necessary step towards fulfilling these goals is to acquire the intact ROW from UPRR. As the project is developed the county and the project partners will continue to seek input from Oregon residents through surveys and open house meetings.

**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)?:**

The project is identified in the 2009 Carlton Transportation System Plan (TSP) as a priority pedestrian and bicycle priority improvement project (pg. 61, 88, 97, Appendix O pg. 23). The trail will provide a safe off-street facility for school trips, recreation use and other local trips in Carlton. Yamhill County adopted an amendment to add the Yamhelas Westsider Trail to the current Yamhill County TSP in December 2012. The current TSP (1996) includes a policy objective of

pursuing the conversion of abandoned rail lines to trails that connect with the County's trail/bikeway system (Section 5.5, Policy #2). The project is also consistent with policy objectives provided in the 2003 Yamhill County Parks and Open Space Master Plan, which identifies the creation of an integrated and connected network of parks and open spaces by providing trail linkages, easements, and greenways as a top priority. The project is also consistent with 2009 Yamhill County Agri-Business Economic and Community Development Plan, which indicates the need for transportation infrastructure and amenities such as recreational trails, to further support agri-tourism economic development efforts. Washington County included the route in their Transportation System Plan in 2014. The project is identified as a needed community development infrastructure project in the 2012 Mid-Willamette Valley Comprehensive Economic Development Strategy (CEDS) and is consistent with CEDS goals and objectives to promote livable communities through improved access to recreation opportunities.

**d) PUBLIC INVOLVEMENT EFFORT - If the project is not included in a current local planning document, describe the public involvement effort that led to the identification of the priority project including citizen involvement through public workshops, public meetings, surveys, and local citizen advisory committees during the project's planning process.:**

The project is included in current transportation plans as described above, however the project was presented to the county by a group of residents from the Carlton and Yamhill area. The Friends of the Yamhelas Westsider Trail (FYWT) non-profit is the county's project partner and has been very active in fundraising, marketing, public outreach and trail development. The FYWT, along with the county, are currently working with the National Parks Service, RTCA grant program. As part of this program we have developed a survey that is currently being circulated locally and across the state. Our next public meeting is on April 16th, 2015.

**D. LONG TERM COMMITMENT TO MAINTENANCE – SCORP Criteria (0-15 points):**

**1. How will the project's future maintenance be funded? Please include specific maintenance funding sources such as tax levies, fee increases, and other funding sources which will be used. A Resolution to Apply submitted with this application should address funding for on-going operation and maintenance for this project. :**

Upon completion of the acquisition of the corridor, Yamhill County and the Friends of the Yamhelas Westsider Trail will begin the planning process for developing the trail and supporting facilities. As part of this planning process, design considerations will be reviewed, to include: trail surfacing, signage, vegetation along the trail, parking areas, bridges, restrooms, etc. As these details have not been resolved yet, it is difficult to estimate the annual maintenance and operation costs. Based on research conducted by Yamhill County Parks' staff, annual maintenance and operation costs can start at an average of \$1,500 per mile (as per the Rail Trail Maintenance & Operation Manual by the Rails-to-Trails Conservancy). Further comparisons in maintenance have been made with the Latah Trail, the Banks-Vernonia Trail and other comparable project across the county and yield a similar estimate. Maintenance considerations include: trail surface repairs (patching potholes), cutting back encroaching vegetation, mowing, repair/replacement of signage, trash removal, clearing culverts, repairing or replacing bridge components, and so on. It is anticipated that maintenance and management for a majority of the completed trail will be provided by the Yamhill County Parks Department, with assistance provided by the Yamhill County Public Works Department and inmate labor work crews. For the segments of the trail that are within the jurisdictional boundaries of the cities of Carlton and Yamhill, their respective public works departments may provide assistance with basic maintenance activities (to be determined and agreed to via an IGA). The Friends of the Yamhelas Westsider Trail, have submitted a letter of commitment to the long-term maintenance of the trail, clearly stating their volunteer services and

financial commitment. Several other non-profit organizations have verbally acknowledged that their organizations are interested in exploring ways they can aid in the oversight and maintenance of the completed trail.

**2. How much do you expect to spend annually or how many man-hours will be needed to maintain the completed project?:**

Yamhill County has begun a conceptual planning process with the National Parks Service and the Friends of the Yamhelas Westsider Trail non-profit. This process will lead into a Master Planning phase which will begin in fall of 2016. As the planning phase has not yet occurred annually spending and man-hours are at best estimates at this point, however, the county has based these estimates on similar hard surfaced trails in the area and across the country. Annual costs for maintaining a 12 mile hard surface asphalt trail are estimated on average at \$1,500/mile or \$18,000/year. This cost will be shared by the county and the Friends of the Yamhelas Westsider Trail and does not include major repairs. Maintenance considerations include: trail surface repairs (patching potholes), cutting back encroaching vegetation, mowing, repair/replacement of signage, trash removal, clearing culverts, repairing or replacing bridge components, and so on. It is anticipated that maintenance and management for a majority of the completed trail will be provided by the Yamhill County Parks Department. Estimates from a similar asphalt bike trail in Montgomery County, Pennsylvania (Schuylkill Trail data from McCormick, Taylor, and Associates Planners and Engineers) projected that approximately 150 man hours were spent on annual routine maintenance (mowing/trimming, weed control, security, trash pick-up, vector control, erosion/stabilization, sign maintenance/instillation, graffiti removal, tree maintenance, and clearing debris/sweeping the trail). A 2010 study from the Bicycle and Pedestrian Program in Bethlehem, New York entitled "Bicycle and Pedestrian Annual Operations Budget Recommendations" projected an annual estimate of \$1,300 per mile for maintenance of multi-use paths without substantial repairs. A separate study from Folsom, California estimated that they spent \$1,600 per mile for bike trail maintenance in fiscal year 2006/2007 without substantial repairs. Substantial repairs include: maintaining pavement quality through spot repairs, regular overlays, and long-term repaving and chip sealing, maintaining trail up to ADA standards, re-striping paths, repairs due to storms, floods, and collisions. The table below from the Folsom, California 2003 Renovation Master Plan lists the life span of hard surface trail features with cost estimates.

**3. Do you have partnerships with other agencies or volunteer maintenance? Provide documentation such as letters of support from volunteer organizations, cooperative agreements, donations, or signed memoranda of understanding to demonstrate commitment to maintenance. :**

The Friends of the Yamhelas Westsider Trail have included a letter of commitment to provide volunteer maintenance and provide financial support. The group has been approached by various local residents who have committed machines, time and labor to the on-going maintenance of the trail.

**E. OVERALL SITE SUITABILITY (0-10 points):**

**1. To what extent is the site suitable for the proposed development? :**

This project is proposing the acquisition of a former railroad right-of-way for development of a regional non-motorized transportation corridor that supports local needs for recreation and alternative transportation. Although UPRR removed most of the infrastructure for supporting rail operations, most of the fill/ grade still exist and the right-of-way is intact. Following the acquisition of the right-of-way, a master planning process will commence that will also include a comprehensive environmental assessment/review, as will be required by permitting agencies.

**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. :**

Addressing environmental impacts and opportunities for sustainable elements will be included in the master planning phase, once the property is acquired. Minimizing negative impacts and working with appropriate State agencies will be an important part of this process. Currently the corridor is overgrown with invasive species and some adjacent landowners use the land in informal ways, placing temporary corrals, clearing the land as needed with no regard to native species, habitats or waterways. Placing a trail along the grade would allow for consistent monitoring of the land to occur, reducing activities that may harm the sustainability of the natural area or surrounding communities. Further, the county and our partners seek to build a trail that integrates naturally into the landscape of the area, reducing environmental impacts by working closely with state agencies. There has been some opposition to the trail from adjacent landowners, as those living in rural, isolated areas see its development as a disruption. The Friends' group and the county have been pro-active in addressing these concerns and are in on-going conversations with those who have voiced concerns. The next public meeting for the trail will be held on April 16th, 2015. We are optimistic that the issues can be overcome and we can integrate the concerns of locals into the trails development.

**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. :**

The YWT project has been supported by the community since the early 1990's, when a young boy was tragically killed while riding his bike to school along HWY 47 (near Yamhill). This deathly incident, as well as another fatality last summer, calls to attention the lack of safe routes for pedestrian and bicycle users to schools and urban centers. The community support for this project is fueled by the desire of residents to provide safe routes for residents and recreational users. This support is evidenced by the 501-c3, Friends of the Yamhelas Westsider Trail (FYWT), which has an active board comprised of local business owners, retired conservationists and local officials. This group has gathered broad support from the rural cities, residents, school district, business owners and other civic offices, and has reached out to any concerned parties. Yamhill County and the FYWT were awarded a technical assistance grant from the National Parks Service to develop a conceptual plan for the trail. The groups have developed a survey that will be circulated locally and across the state to further gauge community support and desired outcomes of the project. See attached supporting letters.

**G. FINANCIAL COMMITMENT (0-10 points):**

**1. What is the source of local matching funds for the project? A Resolution to Apply must be submitted with this application to indicate a commitment of local match funding for the project. :**

Yamhill County has committed \$162,369 in cash match and has paid \$22,050 in appraisal costs. County staff has worked for hundreds of hours on the project across various departments and are committed to continue their work into the future. Further, the county is committed to use future resources to support the development and maintenance of the trail, along with the project partners. A Resolution to Apply is attached.

**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? :**

The Friends of the Yamhelas Westsider Trail (FYWT) are the county's main partner and are the original driving force behind the efforts to make the trail a reality. The group has an active board which meets monthly and focuses on the areas of marketing, public outreach, fundraising and trail development. The group has committed \$18,589 in cash towards the project and is committed to support the trail in every stage over its lifetime. One of the board members, Ken Wright, has committed to donate his three tracts of the corridor valued at \$39,000 to the county upon acquisition of the corridor and \$500 in cash towards the project. In June of 2013 Yamhill County was awarded a Federal Highways Administration Transportation Enhancement Grant, administered by ODOT. The county has been working diligently with ODOT to meet the requirements of this grant which include; planning and scoping (complete), preliminary engineering (on-going) and right of way acquisition (2016) Friends of the Yamhelas Westsider Trail and a private donor. Federal grant funds totaling, \$1,762,000 were awarded to Yamhill County for the YWT through the Transportation Enhancement Program administered by the Oregon Department of Transportation. In the Fall of 2014, the county was awarded a technical assistance grant through the National Parks Service Rivers, Trails, Conservation Assistance Program. This process started in January 2015 and the final outcome will be conceptual plan for the entire 17 mile trail.

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

The project will be developed in phases as resources come available. The county plans to use internal resources available through the inmate labor crews and public works department. The Friends of the Yamhelas Westsider Trail has strong relationships with local businesses that are ready to donate resources to the project as well. The next phase of the project will be to develop a master plan, and the county plans to apply for the Transportation and Growth Management grants to fund this process.

#### **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 current project proposes acquisition only, during the master planning phase all future plans will be designed to meet current accessibility standards. However, all Yamhill County projects, including parks and trail construction and rehabilitation projects, must comply with the latest Americans with Disabilities Act Accessibility Guidelines. As part of the master planning process for the YWT project, the trail will be ADA compliant to the furthest extent possible.

#### **I. READINESS TO PROCEED:**

**1. Have you submitted a signed Land Use Compatibility Statement with this application? :**

Yes.

**2. Have you submitted construction or concept plans with this application?:**

No.

**3. List required permits and status of permit applications for the project (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 required certifications will be acquired and assessments completed for acquisition during the categorical exclusion process currently being performed by ODOT and the selected consultant, OBEC. During the master planning phase (spring 2016), further development requirements will be identified and obtained accordingly.

**4. Have you submitted a completed Appraisal with this application conforming to Uniform Standards of Professional Appraisal Practice (USPAP)? Or, conforming to Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA / Yellow Book) if Federal funding will be involved? :**

Yes. Last year an appraisal was performed on eight miles of the northern section, however this year an amendment to that appraisal was done to reflect the current request from the LGGP. Both are attached.

**5. Do you have Proof of a Willing Sell or Donor? If yes, please submit documentation with this application.:**

Yes, Union Pacific Railroad, see attached. Ken Wright is the willing donor, a letter of commitment is also attached.

**6. How will you be able to legally ensure that the project site will be managed for public outdoor recreation for a minimum of 25 years?:**

Once acquired, the YWT will be solely owned by Yamhill County in the form of land and easements. The property is unique in that it is a 17 mile linear corridor that has been compacted by nearly 100 years of active rail transportation. The majority of the land is not suitable for agriculture or commercial development, therefore the conversion of a corridor into a linear park is one of the best and only uses. Once acquired, the county has the sole intention of converting the land into an alternative transportation corridor supporting its use for commuting, recreation and outdoor education, for use well beyond 25 years.

**J. ACTIVE AND PAST GRANTS PERFORMANCE:**

**1. Describe your performance and compliance with all active and past OPRD grant awards. :**

Yamhill County has no active OPRD grant awards. Yamhill County has successfully partnered with Oregon Parks and Recreation Department grant programs in the past and there are no unresolved issues with any of the previous grant awards. Yamhill County last partnered with the OPRD Local Government Grant Program in 2008, for the Lafayette Locks County Park Renovation Project (Grant #LGP0263, which was a small grant at Lafayette Locks Park and this project was completed on time, with no issues, and within budget.

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Description	Qty	Unit	\$/Unit	Cost	Match	Request	Source of Funding
Land Acquisition	1		\$2,068,176.00	\$2,068,176.00	\$1,942,176.00	\$126,000.00	Yamhill County (\$161,588), TE Grant (Approved) (\$1,762,000), Friends of the Yamhelas Westsider Trail (\$18,588)
Land Acquisition, Donation	1		\$39,000.00	\$39,000.00	\$39,000.00	\$0.00	Land Donation/Private Donor
<b>Totals</b>				<b>\$2,107,176.00</b>	<b>\$1,981,176.00</b>	<b>\$126,000.00</b>	

**Total Project Cost:** \$2,107,176.00  
**Total Match for Sponsor:** \$1,981,176.00  
**Grant Funds Requested:** \$126,000.00

**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: \_\_\_\_\_





## 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:

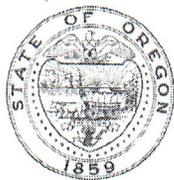
- Progress Report Form** – Available online at:  
<http://www.oregon.gov/oprd/GRANTS/Pages/local.aspx> → Application and Forms.
- Request for Reimbursement Form** - Available online at:  
<http://www.oregon.gov/oprd/GRANTS/Pages/local.aspx> → Application and Forms.
- Project Invoices** – Please submit 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. For **Planning Projects**, rather than pictures, please submit a copy of the final **Planning Document**.
- 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

Kate Brown, Governor

Parks and Recreation Department

State Historic Preservation Office

725 Summer St NE Ste C

Salem, OR 97301-1266

Phone (503) 986-0690

Fax (503) 986-0793

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



June 22, 2015

Mr. Mark Cowan

OPRD

725 Summer St NE STE C

Salem, OR 97301

RE: SHPO Case No. 15-0931

OPRD LG Grant ID 2066, Yamhelas Westsider Trail

Parcel Acquisition

2S 4W 12, 13, 26, 27, 34, Yamhill 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)



# Oregon

Kate Brown, Governor

Parks and Recreation Department

Headquarters

725 Summer St NE Ste C

Salem, OR 97301-1266

(503) 986-0980

Fax (503) 986-0794

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



January 25, 2016

Jayne Mercer  
Yamhill County  
434 NE Evans St.  
McMinnville, OR 97128

RE: **NOTICE TO PROCEED**  
Local Government Grant Program  
**LG15-002 – Yamhelas Westsider Trail**

Jayne:

Enclosed is a signed Agreement for the Yamhelas Westsider Trail project. This signed Agreement and letter authorizes you to proceed with project work. You have one year to complete significant work (i.e. the award of a contract, or completion of at least 25 percent of the work, if done by agency force account). You have until **October 31, 2017** to complete the project.

Once project work has begun you should submit Reimbursement Requests to OPRD as outlined in the Agreement. Please use the **Request for Reimbursement form** and quarterly **Progress Report form** when requesting reimbursement. These forms are available on our website at: [http://www.oregon.gov/oprd/GRANTS/Pages/local\\_more.aspx](http://www.oregon.gov/oprd/GRANTS/Pages/local_more.aspx)

We encourage you to offer appropriate media opportunities and involvement of your local legislators in order to help build public awareness of the project's purpose and benefits. Please contact me prior to any event celebrating your project's beginning or completion.

Thank you for your participation in this program and congratulations again on receiving funding assistance. If you have any questions, please feel free to contact me at 503-986-0591 or [mark.cowan@state.or.us](mailto:mark.cowan@state.or.us)

Sincerely,

Mark Cowan  
Grant Program Coordinator

Enclosures: 1) Signed Agreement  
2) Copy of original Grant Application  
3) Progress Report form  
4) Reimbursement form  
5) Reimbursement Guide  
6) SHPO Letter

