

RESOLUTION NO. 2099

A RESOLUTION APPROVING AN AGREEMENT WITH OREGON PARKS AND RECREATION DEPARTMENT ACCEPTING A RECREATIONAL TRAILS PROGRAM GRANT TO CONSTRUCT THE MT. HOOD COMMUNITY COLLEGE GREENWAY TRAIL

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. The City desires to have a public use trail and park amenities on the former Mt. Hood Community College wetland property that Metro purchased in 2004.
2. Through an Intergovernmental Agreement with Metro, approximately \$177,000 of 2006 Metro open space bond funds have been dedicated for this trail project.
3. Because of half-street improvement requirements, the cost of the project exceeds the amount of dedicated bond funds.
4. To supplement the dedicated funds on hand, the City applied for a \$100,000 grant through Oregon Parks and Recreation Department's Recreational Trails Program.
5. The grant request has been approved and the City must execute a grant agreement with the State in order to receive the funds.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE

Section 1. The city manager is authorized to sign the Recreational Trails Program Grant Agreement substantially in accordance with Exhibit "B" of the staff report and to sign any addendums to this grant agreement that may arise during the course of the project or any other documents that are necessary to implement the grant award.

Section 2. This resolution shall take effect immediately upon adoption.

YEAS: 7
NAYS: 0
ABSTAINED: 0

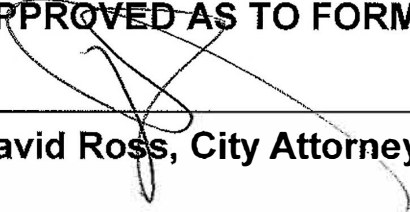
Mayor Jim Kight
Jim Kight, Mayor

April 14, 2011
Date

Debbie Stickney
Debbie Stickney, City Recorder

Adopted: April 12, 2011

APPROVED AS TO FORM:



David Ross, City Attorney

55 secondary trailhead for the nearby neighborhood; approximately 1,500 linear feet of a 6' wide looped gravel
56 trail through an open meadow to a wetland overlook; and a wetland viewing area with benches. The Project
57 is further described in the Sponsor's Grant Application, which is Exhibit A attached hereto. Sponsor shall
58 have one year from the Effective Date of this Agreement to commence substantial work (i.e., for the Sponsor
59 to award contracts for work or show at least 25% of work is complete). Projects not in compliance with this
60 schedule may be cancelled unless OPRD determines, in its sole discretion, that Sponsor has provided to
61 OPRD justification for an extension.

62
63 **6. Progress Reports.** Once work has begun, Sponsor shall report to ORPD on work completed on a
64 quarterly basis as follows:

65
66 Period beginning January 1, ending March 31, report is due **April 30**.

67 Period beginning April 1, ending June 30, report is due **July 31**.

68 Period beginning July 1, ending September 30, report is due **October 31**.

69 Period beginning October 1, ending December 31, report is due **January 31**.

70
71
72 A progress report giving an accounting of the work accomplished is also required whenever Project
73 reimbursements are requested. Reports must be in the form provided in Exhibit B.

74
75 Sponsor must submit a Final Report and final reimbursement request to OPRD within 45 days of the Project
76 Completion Date using the form attached hereto as Exhibit B. The final report shall include a full and final
77 accounting of all expenditures and a description of the work accomplished.

78
79 **7. Disbursement and Recovery of Grant.**

80
81 **a. Disbursement Generally.** OPRD shall disburse up to 75 percent of the Grant Funds to
82 Sponsor on a cost reimbursement basis upon approval of invoices submitted to OPRD. Sponsor may
83 send invoices to OPRD at any time but no more than once per calendar quarter. Invoices must be in
84 the form provided in Exhibit C attached hereto and provide detail indicating the nature of costs to be
85 reimbursed, and all such costs must be directly related to the Project and Project budget as shown in
86 Exhibit A. Invoices must be signed by an authorized representative of Sponsor. Prior to approval of
87 any invoice, all reports due under Section 6 hereof must be complete and provided to and approved
88 by OPRD. OPRD will disburse the final 25 percent of the Grant Funds upon approval by OPRD of
89 the Final Report and the completed Project. OPRD will not be obligated to make final payment to
90 Sponsor until all documentation and reports due under Section 6 hereof are complete and provided to
91 OPRD, including the ID number or vehicle identification number of any equipment purchased by
92 Sponsor, and subject to a final inspection and approval of the Project by OPRD.

93
94 **b. Allowable Costs.** The Grant is for the Project and shall not be used for any other purpose.
95 No Grant funds will be disbursed for any changes to the Project unless such changes are approved by
96 OPRD by Amendment pursuant to section 13.b hereof. Sponsor shall not use any Grant Funds for
97 administration, overhead or indirect costs, whether or not related to this Agreement.

98
99 **c. Conditions Precedent to Disbursement.** OPRD's obligation to disburse Grant moneys to
100 Sponsor under this Agreement is subject to satisfaction, with respect to each disbursement, of each of
101 the following conditions precedent:

102
103 **i.** OPRD has received sufficient funding, appropriations, limitations, allotments, or
104 other expenditure authority sufficient to allow OPRD, in the exercise of its reasonable
105 administrative discretion, to make the disbursement.

106
107 **ii.** No default as described in section 11 has occurred.

109 iii. Sponsor's representations and warranties set forth in section 8 are true and correct on the
110 date of disbursement with the same effect as though made on the date of disbursement.
111

112 iv. Sponsor shall provide OPRD a copy of all necessary federal, state and local permits
113 required for the Project.
114

115 d. **Recovery of Grant Moneys.** Any Grant moneys disbursed to Sponsor under this
116 Agreement that are expended in violation or contravention of one or more of the provisions of this
117 Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or
118 expiration of this Agreement must be returned to OPRD. Sponsor shall return all Misexpended
119 Funds to OPRD promptly after OPRD's written demand and no later than 15 days after OPRD's
120 written demand. Sponsor shall return all Unexpended Funds to OPRD within 14 days after the
121 earlier of expiration or termination of this Agreement.
122

123 **8. Representations and Warranties of Sponsor.** Sponsor represents and warrants to OPRD as follows:
124

125 a. **Organization and Authority.** Sponsor is a:

126 Non-profit Corporation

127 Municipal agency

128 State Agency

129 Federal Government Agency

130 Other Governmental Entity (regional governments, port districts, special districts, etc)
131

132 duly organized and validly existing under the laws of the State of Oregon and is eligible to receive
133 the Grant. Sponsor has full power, authority and legal right to make this Agreement and to incur and
134 perform its obligations hereunder, and the making and performance by Sponsor of this Agreement
135 (1) have been duly authorized by all necessary action of Sponsor and (2) do not and will not violate
136 any provision of any applicable law, rule, regulation, or order of any court, regulatory commission,
137 board, or other administrative agency or any provision of Sponsor's Articles of Incorporation or
138 Bylaws (3) do not and will not result in the breach of, or constitute a default or require any consent
139 under any other agreement or instrument to which Sponsor is a party or by which Sponsor or any of
140 its properties may be bound or affected. No authorization, consent, license, approval of, filing or
141 registration with or notification to any governmental body or regulatory or supervisory authority is
142 required for the execution, delivery or performance by Sponsor of this Agreement.
143

144 b. **Binding Obligation.** This Agreement has been duly executed and delivered by Sponsor and
145 constitutes a legal, valid and binding obligation of Sponsor, enforceable in accordance with its terms
146 subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of
147 creditors' rights generally.
148

149 c. **Use of Project property:** Sponsor further warrants that the land within the project
150 boundary described in Exhibit A shall be dedicated and used for a period of no less than 25 years
151 from the completion of the Project. Sponsor agrees to not change the use of, sell, or otherwise
152 dispose of the land within the Project boundary, except upon written approval by OPRD. Leases for
153 projects placed on federally owned property must be at least 25 years.
154

155 If the Sponsor converts lands within the Project boundary to a use other than as described in the
156 grant application or disposes of such land by sale or any other means, the Sponsor must provide
157 replacement property acceptable to OPRD within 24 months of either the conversion or the
158 discovery of the conversion.
159

160 If replacement property cannot be obtained within the 24 months, the Sponsor will provide payment
161 of the grant program's prorated share of the current fair market value to the State. The prorated
162 share is that percentage of the original grant (plus any amendments) as compared to the original
163 project cost(s). The replacement property must be equal to the current fair market value of the

164 converted property, as determined by an appraisal. The recreation utility of the replacement property
165 must also be equal to that of the lands converted or disposed.

166
167 If conversion should occur through processes outside of the Sponsor's control such as condemnation
168 or road replacement or realignment, the Sponsor will be required to pass through to the State that
169 prorated share of whatever consideration is provided to the Sponsor by the entity that caused the
170 conversion. The monetary value of whatever consideration provided by the taking will normally
171 consist of the fair market value of the property established by an appraisal.

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

174
175 **9. Certain Covenants of Sponsor.** Sponsor shall:

176
177 **a. Grant Funds.** Vigilantly safeguard the Grant moneys received hereunder and maintain
178 financial controls sufficient to protect such moneys and ensure that the Grant moneys are used solely
179 for purposes of the Project;

180
181 **b. Completion.** Complete the Project on or before the expiration date of this Agreement and
182 submit a final report for the Project to OPRD in accordance with Section 6 hereof.

183
184 **c. Publicity.** Sponsor shall make every effort to acknowledge and publicize OPRD's
185 participation and assistance with the project. Sponsor agrees to place signs at the Project location
186 acknowledging OPRD's grant program support. Sponsor also agrees to maintain the signs
187 throughout the life of the project. State may withhold final reimbursement payment until signage has
188 been placed.

189
190 **d. Public Access to Project:** The Sponsor shall allow open and unencumbered public access
191 to the completed Project to all persons without regard to race, color, religious or political beliefs, sex,
192 national origin, or place of primary residence.

193
194 **10. Records Maintenance and Access.**

195
196 **a. Access to Records and Facilities.** OPRD, the Secretary of State of the State of Oregon
197 (Secretary) and their duly authorized representatives shall have access to the books, documents,
198 papers and records of Sponsor that are directly related to this Agreement, the Grant moneys provided
199 hereunder, or the Project for the purpose of making audits and examinations. In addition, OPRD, the
200 Secretary and their duly authorized representatives may make and retain excerpts, copies, and
201 transcriptions of the foregoing books, documents, papers, and records. Sponsor shall permit
202 authorized representatives of OPRD and the Secretary to perform site reviews of all services
203 delivered as part of the Project.

204
205 **b. Retention of Records.** Sponsor shall retain and keep accessible all books, documents,
206 papers, and records, that are directly related to this Agreement, the Grant moneys or the Project for a
207 minimum of six (6) years, or such longer period as may be required by other provisions of this
208 Agreement or applicable law, following the expiration date. If there are unresolved audit questions
209 at the end of the three-year period, Sponsor shall retain the records until the questions are resolved.

210
211 **c. Expenditure Records.** Sponsor shall document the expenditure of all Grant moneys
212 disbursed by OPRD under this Agreement. Sponsor shall create and maintain all expenditure records
213 in accordance with generally accepted accounting principles and in sufficient detail to permit OPRD
214 to verify how the Grant moneys were expended.

215
216 **11. Default.** Sponsor shall be in default under this Agreement upon the occurrence of any of the following
217 events:

219 a. Sponsor fails to perform, observe, or discharge any of its covenants, agreements, or
220 obligations set forth herein.

221
222 b. Any representation, warranty or statement made by Sponsor herein or in any documents or
223 reports relied upon by OPRD to monitor implementation of the Project, the expenditure of Grant
224 moneys or the performance by Sponsor is untrue in any material respect when made;

225
226 c. Sponsor (i) applies for or consents to the appointment of, or taking of possession by, a
227 receiver, custodian, trustee, or liquidator of itself or all of its property, (ii) admits in writing its
228 inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment
229 for the benefit of its creditors, (iv) is adjudicated as bankrupt or insolvent, (v) commences a
230 voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition
231 seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization,
232 winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and
233 appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case
234 under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the
235 foregoing; or

236
237 d. A proceeding or case is commenced, without the application or consent of Sponsor, in any
238 court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the
239 composition or readjustment of debts, of Sponsor, (ii) the appointment of a trustee, receiver,
240 custodian, liquidator, or the like of Sponsor or of all or any substantial part of its assets, or (iii)
241 similar relief in respect to Sponsor under any law relating to bankruptcy, insolvency, reorganization,
242 winding-up, or composition or adjustment of debts, and such proceeding or case continues
243 undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered
244 and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief
245 against Sponsor is entered in an involuntary case under the Federal Bankruptcy Code (as now or
246 hereafter in effect).

247
248 e. **Remedies upon Default.** If Sponsor's default is not cured within 30 calendar days of
249 written notice thereof to Sponsor from OPRD or such longer period as OPRD may authorize in its
250 sole discretion, OPRD may pursue any remedies available under this Agreement, at law or in equity.
251 Such remedies include, but are not limited to, termination of this Agreement, return of all or a
252 portion of the Grant moneys, payment of interest earned on the Grant moneys, and declaration of
253 ineligibility for the receipt of future grant awards from OPRD. If, as a result of Sponsor's default,
254 OPRD demands return of all or a portion of the Grant moneys or payment of interest earned on the
255 Grant moneys, Sponsor shall pay the amount upon OPRD's demand.

256 257 12. TERMINATION

258
259 a. **Termination for Convenience.** Either party may terminate this Agreement at any time
260 prior to the expiration date of this Agreement upon 15 days notice to the other party. Neither party
261 shall incur any new obligations for the terminated portion of this Agreement and shall cancel as
262 many obligations as possible immediately upon receipt of notification from the other party. Payment
263 in full shall be allowed for the non-cancelable obligations properly incurred up to the effective date
264 of the termination. All Unexpended Funds shall be returned to OPRD within 14 days of termination.

265
266 b. **OPRD Termination.** OPRD may terminate this Agreement:

267
268 i. Immediately upon written notice to Sponsor, if OPRD does not obtain sufficient funding
269 and expenditure authorizations to allow OPRD to meet its payment obligations under this
270 Agreement.

271
272 ii. Immediately upon written notice to Sponsor if state or federal laws, regulations, or
273 guidelines are modified, changed or interpreted in such a way that OPRD does not have the

274 authority to provide Grant moneys for the Project or no longer has the authority to provide
275 the Grant moneys from the funding source it had planned to use.

276
277 **iii.** Upon 30 calendar days advance written notice to Sponsor, if Sponsor is in default under
278 this Agreement and such default remains uncured at the end of said 30 day period or such
279 longer period, if any, as OPRD may specify in the notice.
280

281 **13. GENERAL PROVISIONS**

282
283 **a. Indemnification.** To the extent permitted by the Oregon Constitution and the Oregon Tort
284 Claims Act, Sponsor shall indemnify, defend (subject to ORS chapter 180), and hold harmless the State of
285 Oregon and OPRD and their officers, employees, and agents from all claims, suits, actions, loses, damages,
286 liabilities, costs and expenses of any nature, resulting from, arising out of or relating to the activities of the
287 Sponsor or Sponsor's officers, employees, sub-contractors, or agents under this Agreement.
288

289 **b. Amendments.** This Agreement may be amended or extended only by a written instrument
290 signed by both parties. A request for an extension of the Project Completion Date for a six month period
291 may be granted if requested by Sponsor in writing at least 30 days prior to the Project Completion Date and
292 the request includes a compelling need, as determined in OPRD's sole discretion, for the extension.
293

294 **c. Participation in Similar Activities.** This Agreement in no way restricts Sponsor or OPRD
295 from participating in similar activities with other public or private agencies, organizations, or individuals.
296

297 **d. Duplicate Payment.** Sponsor shall not be compensated for or receive any other form of
298 duplicate, overlapping or multiple payments for the same work performed under this Agreement from any
299 agency of the State of Oregon or the United States of America or any other party, organization or individual.
300 All sponsor matching contributions must be used and expended for this project only and within the Project
301 period.
302

303 **e. No Third Party Beneficiaries.** OPRD and Sponsor are the only parties to this Agreement
304 and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or
305 shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person
306 unless such a third person is individually identified by name herein and expressly described as intended
307 beneficiary of the terms of this Agreement.
308

309 **f. Notices.** Except as otherwise expressly provided in this Agreement, any communications
310 between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery,
311 facsimile, or mailing the same, postage prepaid to Sponsor or OPRD to the applicable Principal Contact at
312 the address or number set forth below, or to such other addresses or numbers as either party may indicate
313 pursuant to this section. Any communication or notice so addressed and mailed shall be effective five (5)
314 days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the
315 transmitting machine generates a receipt of the successful transmission, if transmission was during normal
316 business hours of the Sponsor, or on the next business day, if transmission was outside normal business
317 hours of the Sponsor. Any communication or notice given by personal delivery shall be effective when
318 actually delivered.
319

320 **OPRD:**

321 Oregon Parks and Recreation Department
322 RTP Grant Program Coordinator
323 725 Summer Street NE, Suite C
324 Salem, OR 97301
325 Phone: 503-986-0591
326 Fax: 503-986-0597
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Sponsor:

City of Troutdale
Rich Faith, Community Development Dir
104 SE Kibling Ave.
Troutdale, OR 97060
Phone: 503-674-7261
Fax: 503-667-0524
Email: rfaith@ci.troutdale.or.us

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

383 approval of an assignment, transfer, subcontract or subgrant relieve Sponsor of any of its duties or
384 obligations under this Agreement.

385
386 k. **Survival.** All rights and obligations shall cease upon termination or expiration of this
387 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.
388

389 l. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire
390 agreement between the parties on the subject matter hereof. There are no understandings, agreements, or
391 representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either
392 party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any
393 other provision. Sponsor, by the signature below of its authorized representative, hereby acknowledges that
394 it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
395

396 **IN WITNESS THEREOF:** the parties hereto have caused this agreement to be properly executed by their
397 authorized representatives as of the day and year hereinafter written.
398

399 **Sponsor:** **ORPD Grant Program:**

400
401 By: Craig Richard, City Manager By: Wah Cowan
402 Printed Name & Title RTP Grants Program Coordinator

403
404 Craig Richard 4-20-11
405 Sponsor Signature Date

406
407 4/15/11 By: [Signature]
408 Date Grants Division Manager

409
410 4-27-11
411 Date

412
413
414
415 **State of Oregon, acting by and through its**
416 **State Parks and Recreation Department**

417
418 By: Kyleen Stone
419 Kyleen Stone, Assistant Director

420
421 5/5/11
422 Date

423
424
425
426
427 **Approved for legal sufficiency (when Grant amount exceeds \$150,000)**
428 **Oregon Department of Justice**

429
430 By: N/A

431
432
433
434 Date

435

RTP GRANT APPLICATION FORM - 2010

Project Name: Mt. Hood Community College Greenway Trail		
Organization/Sponsor Name: City of Troutdale		
Contact Person Name and Title: Rich Faith, Community Development Director		
Address: 104 SE Kibling Ave.		Fed ID # 93-6002268
City: Troutdale	State: OR	Zip: 97060
Telephone: 506 -674-7261	Fax: 503-667-0524	E-mail: rfaith@ci.troutdale.or.us
Project Location: County Multnomah Longitude 122°23'14" Latitude 45°31'7"		U.S. Congressional District Third Oregon Legislative Districts (H) 49 (S) 25
USGS Quad Camas Township 15		Range 3E Section 1
Recreational Trail Project Type: Check the box that most clearly describes your project. Please refer to the grant manual for more detailed definitions. <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Non-motorized project for a single use <input type="checkbox"/> Non-motorized diverse use project <input type="checkbox"/> Diverse use project including both motorized and non-motorized uses <input type="checkbox"/> Motorized single use project <input type="checkbox"/> Motorized diverse use project 		
Eligibility Category: Check the box that most closely describes the type of project proposed. Please refer to the grant manual for more details definitions. <ul style="list-style-type: none"> <input type="checkbox"/> Maintenance and restoration of existing trails <input type="checkbox"/> Development and rehabilitation of trailside and trailhead facilities and trail linkages <input type="checkbox"/> Purchase and lease of recreational trail construction and maintenance equipment <input checked="" type="checkbox"/> Construction of new recreational trails <input type="checkbox"/> Acquisition of easements and fee simple title to property <input type="checkbox"/> Operation of educational programs to promote safety and environmental protection 		
Summary Project Description: 1 Paragraph limit. Construction of the first phase of a trail system that will eventually run the entire length of the Mt. Hood Community College greenway that encompasses Beaver Creek where it flows behind the MHCC campus. Grant eligible features of this first phase consist of a trailhead plaza with benches and signage; a secondary trailhead for the nearby residential neighborhood; approximately 1,500 linear feet of a 6'-wide looped gravel trail through an open meadow and to a wetland overlook; and a wetland viewing area with benches. Additional improvements and amenities included in this project that are not grant eligible are a picnic and gathering area; interpretive signage; native forest and meadow restoration; and shoulder improvements to an adjacent street to provide on-street parking for trail users.		
Budget Summary: Total Project Cost: \$205,700		RTP Funds Requested: \$100,000
Project Land is Controlled by: (attach documentation) <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Lease <input type="checkbox"/> Easement <input type="checkbox"/> Other _____ 		



FUNDING REQUEST/SOURCE OF FUNDING WORKSHEET

A. RTP Grant Funding Request **\$ 100,000**

B. Sponsor Match (the minimum match is 20% - 5% of total must be non-federal)

Appropriation/Cash \$ 105,700

Cash Donations \$ _____

Donated Equipment \$ _____

Donated Labor \$ _____

Donated Land \$ _____

Donated Materials \$ _____

Donated Property Interests \$ _____

*Federal Grant (Name: _____) \$ _____

Force Account - Equipment \$ _____

Force Account - Labor \$ _____

Force Account - Materials \$ _____

*Grant - Other (Name: _____) \$ _____

*State Grant (Name: _____) \$ _____

Other \$ _____

State Revenue Sharing \$ _____

B. TOTAL FOR SPONSOR (51 % Match) **\$ 105,700**

C. TOTAL PROJECT COST (A+B) **\$ 205,700**

***Other Grant Funding**

Name of Grant:	Agency:
Type of Grant:	Status of Grant Request: <input type="checkbox"/> Approved <input type="checkbox"/> Pending

***Other Grant Funding**

Name of Grant:	Agency:
Type of Grant:	Status of Grant Request: <input type="checkbox"/> Approved <input type="checkbox"/> Pending



Answer all questions relating to your Recreational Trail Project Type. Each question is based on the scoring criteria defined in the grant manual. Please refer to the detailed explanation of the scoring criteria beginning on page 18 of the grant manual.

1. Project Narrative (For motorized, non-motorized and water trail projects) (see manual page 17)
In (1) page or less, describe all elements of the project and the need for assistance and project objectives.

The MHCC greenway is a 63-acre tract that straddles Beaver Creek as it flows through the back side of the college campus. In 2004 Metro purchased the greenway property with funds from the 1996 voter-approved, open space bond measure. The City of Troutdale is responsible for managing the site under an Intergovernmental Agreement with Metro. Both parties desire to see the property improved with a public trail system, removal of invasive plants, and native plant restoration for enhanced recreational and educational opportunities.

Approximately five acres of the northern section of the greenway is the best candidate for commencing this work because of its proximity to the urban center, high visibility, and the variety of landscape features found there. A significant wetland area, open meadow, and ideal terrain for a viewing platform overlooking the creek and wetland, are the major features that the trail system would access.

The entire project consists of the following elements, including some that are not grant eligible :

- Invasive plant removal and restoration of the upland meadow with grasses and forbs.
- A trailhead plaza with signage, benches, pavers and a bike rack.
- A small picnic and gathering area in the accent meadow.
- An approximately .3 mile long, six-foot wide gravel loop trail through the upland meadow and along the wetland boundary.
- A wetland overlook with interpretive signage and seating.
- Improving the adjacent street to allow for on-street parking for trail users.

This project will be the first of many improvements within the greenway over time. Vegetation restoration and trail construction will continue in phases through the greenway tract to ultimately provide a continuous trail along its entire .8 mile length with connections to the MHCC campus. Excluding costs associated with the required half-street improvements for on-street parking, the total cost for this first phase is estimated to be about \$205,700. The City is appropriating \$105,700 from its Parks System Development Charge fund as match for this project. In addition, another \$177,000 from the City's local share allocation from Metro's 2006 voter approved open space bond measure will be applied toward the street improvements that will be required of this project because of the additional traffic it is expected to generate and to provide needed on-street parking instead of an off-street parking area.



Please limit questions (15) to 4 pages. Do not delete questions from application. Please refer to the detailed explanation of the scoring criteria beginning on page 18 of the grant manual.

2. First Time (For motorized, non-motorized and water trail projects) (see manual page 19) Have you ever received an RTP grant before? If Yes, please provide the project number and project name of all previous awards.

It is not known whether the City has ever received an RTP grant before. Current City personnel are not aware of receiving such a grant in the past.

3. National Scenic Trail, National Recreation Trail, National Historic Trail, State Designated Recreation Trail or State Historic Trail (For non-motorized trail projects) (see manual page 21) *Is your Non-motorized trail project located on a National Scenic Trail, National Recreation Trail, National Historic Trail, State Designated Recreation Trail or State Historic Trail? Note: Please provide a map and documentation indicating that the project is located on a designated National Scenic Trail, National Recreation Trail or National Historic Trail.*

This non-motorized trail project is a segment of the Portland Metropolitan Area 40-mile Loop Trail which is a State Designated Recreational Trail. (See further explanation under #6 below.)

The trail project is located in the City of Troutdale near its boundary with the City of Gresham. Although Troutdale is not listed as an economically distressed city, Gresham is. The adjacent cities of Fairview and Wood Village are also listed as economically distressed cities. The trail will certainly be utilized by residents of these neighboring communities and it is very likely that some businesses within those communities will experience economic benefits associated with use of this recreational trail.

4. Long-Term Commitment to Trail Maintenance (For motorized, non-motorized and water trail projects) (see manual page 23, item A) *Carefully explain your plan to continue trail operation and maintenance after the project is complete. List maintenance requirements (including the level of annual maintenance required for the trail) and strategies to be used. Also describe the degree of commitment by reporting on such items as on-going funding, partnerships with other agencies, or volunteer maintenance (e.g. youth conservation or service corps). Where appropriate documentation such as volunteer hour tracking reports, cooperative agreements, donations, private sponsorships support letters, or signed memoranda of understanding.*

Once completed, the trail will require ongoing maintenance to ensure proper stewardship of the environmental resource and for the enjoyment and safety of trail users. The City is committed to maintaining all of its trails and natural areas. The City of Troutdale parks department currently has four dedicated full-time staff for parks, open space and trail maintenance. In addition, each year the City hires the equivalent of one FTE in seasonal workers to assist with peak spring and summer maintenance tasks. The department's operating budget for FY 09-10 is approximately \$335,000. The City also contracts annually with the Multnomah Youth Conservation Corps (MYCC) and the Multnomah County Corrections Facility Crew for maintenance assistance, most of which occurs within the City's greenways, open spaces and along trails. The City regularly uses volunteers to assist with trail upkeep. Volunteer events are usually organized around national events such as Earth Day and Arbor Day.

5. Trail Maintenance Plan (For motorized, non-motorized and water trail projects) (see manual page 23, item B) *A trail system needs a systematic process to determine the need for trail maintenance. Do you have a Trail Maintenance Plan? What is your trail condition assessment process? Please explain.*

City parks staff conduct bi-weekly inspections of greenway trails to assess their conditions and maintenance needs. The City dedicates approximately one FTE for the care and maintenance of greenways and open spaces, including trails within those lands. Not including personnel costs, the City spends an estimated \$30,000 annually toward maintenance of its greenways and open spaces. Routine maintenance tasks that parks field staff cannot handle are contracted out to the MYCC or County Corrections Crew or performed by volunteers during special "work party" events.

6. Top Statewide Trail Issues (For motorized, non-motorized and water trail projects) (see manual page 24) *Please describe how the project addresses appropriate statewide trail issues.*

Need for trail connectivity: This project addresses the statewide trail issue of connectivity for a trail of regional significance in a regional trails planning effort because it would be part of the Portland Metropolitan Area's regional trail system known as the 40-mile loop. The 40-mile Loop Land Trust is a non-profit corporation dedicated to fulfilling the visionary concept of a connected system encircling Portland first proposed in 1903 by renowned landscape architect John Charles Olmstead. The planned loop trail now extends beyond just Portland and has lengthened to more than 140 miles to connect parks and greenways within a multitude of jurisdictions in the region. The official 40-mile loop map identifies a



proposed segment of the trail within the Beaver Creek greenway that runs through Mt. Hood Community College. Metro's regional trails map also includes the Beaver Creek Canyon trail and envisions it traversing Mt. Hood Community College.

Close-to-Home Non-Motorized Trail Project: The project is located within the city limits of Troutdale and well within the urban growth boundary for the Portland Metropolitan area. The trail will be open for daily use which qualifies it as a "close-to-home" trail facility.

7. Local Needs and Benefits - Comprehensive Planning (For motorized, non-motorized and water trail projects) (see manual page, 26 item A) *Is the project identified within a comprehensive plan?*

The City of Troutdale Parks Master Plan was adopted by the city council in November 2006. The master plan includes a Trail Development section and a Trail Plan Map showing both existing and proposed trails. A proposed trail is shown to run the entire length of the MHCC greenway property and to serve as an extension of the 40-mile loop regional trail system. The adopted master plan states that the proposed trail will meander through the MHCC natural area to the southern terminus of Beaver Creek Trail and eventually connecting to the region's 40-Mile Loop Trail. The City's parks capital improvement plan recognizes existing public ownership of the land for this trail, so it only calls for development of the trail.

8. Local Needs and Benefits - Demonstrate Community Support (For motorized, non-motorized and water trail projects) (see manual page 27, item B) *Please list all letters of support and any other supportive information.*

Letters of support for this project have been received from the following groups, agencies or organizations: 1) Troutdale Mayor, Jim Kight; 2) 40 Mile Loop Land Trust President, Bob Akers; 3) Troutdale Planning Commission Chair, Shirley Prickett; 4) Troutdale Parks Advisory Committee Chair, David Nelson; 5) Metro; 6) Mt. Hood Community College; and 7) Troutdale City Council Resolution. Copies of the support letters and the City Council resolution are contained in Appendix 1.

9. Motorized Trail Opportunities - Need for riding opportunities outside of federal lands (For motorized trail projects) (See manual page 27, item A) *Is your project on federal lands or will utilize federal lands for trails?*

The project is not a motorized trail so this criterion does not apply.

10. Motorized Trail Opportunities - Need to maximize the sustainable carrying capacity at existing managed riding areas (For motorized trail projects) (see manual page 27, item B) *Does the motorized trail project intend to maximize the sustainable carrying capacity at one of the OHV riding areas included in The Official Guide to Off-Highway Recreation where such a need exists?*

The project is not a motorized trail so this criterion does not apply.

11. Sustainable Trail Development (For motorized, non-motorized and water trail projects) (see manual page 28) *Please describe how the trail project will result in a well-designed, managed and sustainable trail or trail system. How will impacts and damage to trail facilities be proactively prevented or minimized through innovative and sustainable trail and facility design and management practices?*

From the inception of this project, the city of Troutdale and its design consultant have worked collaboratively to make sure that the Mount Hood Community College Greenway Trail project is sustainable for the environment and meets community objectives. The trail is designed to utilize sustainable materials where possible. A crushed rock trail surface is used to minimize the impacts of a hard surface trail while using a locally available and minimally processed material. All site furniture including benches, trashcans and picnic tables will use recycled content and locally provided materials where possible. The site will collect, infiltrate and treat stormwater runoff from hard surfaces where required by local code.

All materials used on the project will be durable low maintenance materials reducing the need for replacement or maintenance. This includes the use of rock and stone, as well as a careful balance of metal and wood railing on the overlooks to meet the budget while providing the longest lasting features. Construction methods that are time tested and proven to be vandal resistant and maintainable on other similar sites will be used. The biggest use of onsite materials will be native soil for fill. This reduces the



need to use trucks to bring in materials, reducing fuel use and pollution and long term ecological effects of soil 'borrowing'. The trail project will include the following sustainability elements:

Ecological Protection

- Wetland delineation and plant community mapping will be done to understand the extents of sensitive habitats and communities on site. The trail will be placed at least 50' from the edge of all wetlands and water bodies to provide a protective buffer from those habitats.
- Site restoration, invasive species control, and native revegetation on the riparian habitat. This work will be done in coordination with students from Mount Hood Community College.
- Trail design and revisions to the alignment to reduce impact to wetlands, flood plains, significant tree groves and forested areas
- All construction areas will have the necessary erosion control to protect the creek and adjacent wetland water quality.
- All site impacts will be confined to a 15' corridor along the trail improvements.

Ecological Education

- Public education coordination with Mount Hood Community College.
- Take advantage of environmental education opportunities by providing interpretive signage and plazas throughout the site.

Sustainable Design

- The trail layout and design is being done by a landscape architecture and environmental design firm that specializes in sustainable design and will apply time proven sustainable concepts and strategies to the trail design and construction.
- The trail is designed to meet the needs of the user including:
 1. Providing access to the views that users will want to see, including stopping area where people can get off the main trail and observe and read interpretive signs.
 2. Providing a looped trail to meet needs of neighborhood visitors, dog walkers and trail users that have come for enjoyment of nature and views into the Beaver Creek Canyon.
- The trail is designed to match the existing grades on site.
- Trail meets ADA requirements for accessibility.
- Balance cut and fill to eliminate the need for off-site fill material.
- Encourage alternative transportation by providing bike racks and connecting to future regional trails and providing on-street parking rather than paving the site for parking.
- Use of all native plants on site.
- Removal of invasive species and replanting with native species. This will increase the quality of the riparian habitat and increase water quality by reducing runoff from previous grass areas and increased shading on the creek.
- No on site irrigation to reduce water usage and utility placement in the landscape.
- Use of recycled materials in site furnishings including trash cans picnic tables, and benches.
- Use of trash cans that are subdivided to include trash and recycling.
- Creation of a site that has no energy usage.
- Incorporate pervious paving into "hardscape" plazas where appropriate.
- Stormwater treatment for all impervious paving on the site.
 1. Trails are designed to sheet flow into adjacent vegetated areas.
 2. Trails are designed to reduce the need for water bars and culverts.
 3. Trails utilize full bench construction where possible. Slight fills may be required to meet ADA goals of the project.

Low Maintenance Design

- Use of durable, low maintenance materials.



- Creating visual corridors into use areas for simplified surveillance and policing access.
- Maintenance of native planting will be in coordination with Mount Hood Community College classes and City of Troutdale park's staff.
- Railings, signage, bike racks and other features will be designed for simplified replacement of part or all of the component, reducing the time spent on maintenance.

Sustainable Trail System.

- The trail loop will serve local need for recreation, education and access to nature.
- This trail is one piece of the regional 40-mile Loop Trail system that encircles the Portland metropolitan region.
- It is also part of the local Beaver Creek Canyon trail system that will connect Mt Hood CC with surrounding neighborhoods, transportation corridors and commercial uses.

13. Multi-Use Trails or Aging Population Growth Centers(For motorized, non-motorized and water trail projects) (see manual page 29)

Multi-use trails are trails that permit more than one user group to use the trail. Multi-use trails can include a mix of motorized and non-motorized uses or can be limited to either motorized or non-motorized uses. Please identify which of the trail user groups included in the table shown on page 22 of the Grant Manual will be allowed to use the trail. Or Provide documentation that your project will provide trail opportunities within one of the 44 communities where the aging population growth is occurring in Oregon.

This project is not a multi-use trail project and it is not located within in an Oregon community where aging population growth is occurring.

14. Project Urgency (For motorized, non-motorized and water trail projects) (see manual page 30)

Is there an urgent need for time-sensitive land acquisition, immediate threat of closure because of non-compliance with state and federal law, threat of lost opportunity, meeting project completion deadlines, public health and safety concerns or impacts on cultural and natural resources?

Note: Opportunities that may be lost as a result of sponsors budget cycles or other activities within the control of the project sponsor will not be considered as "urgent."

There is an urgent need to undertake this project because of the deadline to use the \$177,000 dedicated to this project from the City's local share allocation of Metro open space bond money. Under the terms of the City's Intergovernmental Agreement (IGA) with Metro, the bond money is obligated only until March 31, 2012. If the project is not completed and the funding obligated under the IGA has not been expended by that date, the IGA shall be terminated and the bond funds withheld. RTP grant funds are seen as a critical component of overall project funding. If RTP grant funds are not awarded during this funding cycle it is feared that a potential future RTP grant would come too late to fulfill the requirements of the Metro bond money IGA. If RTP grant funds are not received, the opportunity to apply a significant sum of Metro bond money to this project will be lost.

Another reason for the project's urgency is to provide a springboard for a comprehensive trail system throughout the MHCC greenway property in order to attract more visitors that will in turn discourage undesirable activity there. The 63-acre greenway is heavily vegetated and contains many primitive, beaten paths that have been formed by those wanting to gain access to Beaver Creek. These paths allow entry into the greenway but they are not well used and uninviting to most people. Consequently, the greenway is being used by kids and less scrupulous individuals who seek the seclusion it now affords them to engage in mischievous behavior and undesirable activities. There is a strong belief that once a formal, well-maintained trail system is established within the greenway, it will become a popular hiking area. The increased foot traffic will discourage further use by those undesirable elements who now frequent the property. The sooner this project is completed the sooner other phases of the MHCC trail system will follow with a resultant decrease of mischievous and illegal behavior within the greenway.



APPROVAL BY LAND MANAGER

All project sponsors must sign the following agreement/certification:

As the official responsible for management of the land on which the project is located, I agree to the following:

- 1. The proposed trail project or facility will remain accessible for public use.
- 2. The project as described in this application has my approval.
- 3. The project as described is in compliance with Section 1302 (e)(2)© of the Recreational Trails Program that prohibits the use of grant funds to accommodate motorized use on trails that have been predominately used by non-motorized trail users prior to May 1, 1991.
- 4. If this project is located on federal lands:
 - (a) The project is in compliance with all applicable laws, including the National Environmental Policy Act, the Forest and Rangeland Renewable Resources Planning Act, the Federal Land Policy and Management Act, and the Wilderness Act.
 - (b) The project is in conformance with the appropriate Forest Management Plan or BLM Resource Area Management Plan titled:

Title:	Date:
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- (c) A decision has been issued as part of the NEPA environmental review process. Attach copy of decision notice/finding of no significant impact.
- (d) If a decision has not been issued, please state when a decision is expected.

Rich Faith

 Signature

January 13, 2010

 Date

Rich Faith, Troutdale Community Development Director, 503-674-7261

 Print or type official's name, title, telephone number



Progress Report

RTP Grant Program



DATE: _____

Sponsor Name:	RTP Agreement #:	Billing #:
Project Title:		
Billing Period:	Start Date:	End Date:

Description of Work Completed:

Project Problems or Delays:

Percentage of Project Completed to Date:

Report Completed By: _____

Title: _____

Received by OPRD: _____ Date: _____

Progress Reports are due no less than one per quarter. Progress Reports are required as part of all RTP Agreements.

