

219569

BEFORE THE SURFACE TRANSPORTATION BOARD

Yakima Interurban Lines Association,)
-- Abandonment Exemption -- in)
-- Yakima County, WA)

SUPPLEMENTAL DECLARATION OF ROB CONRAD

Filed on behalf of
Kershaw Sunnyside Ranches

Kevan T Montoya
Velikanje, Moore & Shore, P S
405 East Lincoln
Yakima, Wa 98901

509 248 6030

BEFORE THE SURFACE TRANSPORTATION BOARD

Yakima Interurban Lines Association,)
-- Abandonment Exemption – in)
-- Yakima County, WA)

AB 600

SUPPLEMENTAL DECLARATION OF ROB CONRAD

1. I am the President of Kershaw Sunnyside Ranches. I make this declaration based on knowledge of facts to which I am competent to testify and would testify at trial. I am filing this declaration as a supplement to the declaration I filed in this matter, dated March 29, 2007.

2. At Kershaw Sunnyside Ranches' request, our attorney has requested public records from various governmental agencies in the state of Washington.

3. Attached as exhibit 1 (bates nos 1-4), is a copy of a letter from Bobbie Scott, the Washington State Department of Transportation Public Disclosure Coordinator for the South Central Region, dated June 5, 2007, along with enclosures, including a "40th Avenue Railroad Grade Crossing Memorandum of Understanding," dated October 27, 2006. The Memorandum explains that the Naches Rail line has been severed from its connection to the main line by 40th Avenue, referenced in my March 29, 2007, declaration.

4. Attached as exhibit 2 (bates nos. 5-41), are portions of the deposition of Gary Eckstad, the Yakima County Assistant Public Works director and county engineer, taken on May 9, 2007, along with exhibit 1 (bates nos 17-37) to deposition of Kent McHenry (incorporated to Eckstad deposition by agreement) and exhibit 11 (bates nos 38-41) to Eckstad's deposition. On pages 22-23 (bates no 11), Mr. Eckstad testifies that the County has no plans for a trail. He further testifies that the County does not know of any one who has agreed to give money and construct a trail. ~~(Exhibit 2, 60-61) (bates no. 13)~~ On page 61 (bates no 13) of the deposition, Mr. Eckstad, testified that the County had no plans to pay for rail bed improvements to put a trail on the Naches Branch Line.

5. Attached as exhibit 3 (bates nos 42-72) is a copy of a Transportation Enhancement Report, dated September 28, 2005. This is a public record that my attorney requested and received from Yakima County, at the request of Kershaw Sunnyside Ranches. The Transportation Enhancement Report, under Part 3, indicates that the County "is considering a 'Rail & Trail'

combination ” (Exhibit 3, Part 3, narrative, p. 1) (bates no 45) Layman Lumber, a potential shipper it identified, is no longer in business

6. On the third page of the Project Narrative (bates no 47), it states that as part of a “Rail & Trail” Pathway system, it indicates that “an operation and maintenance agreement involving Yakima County and the Yakima Greenway will be developed and adopted ” The Yakima Greenway is a nonprofit organization that has been involved in helping to construct trails in Yakima County. We have been in discussions with the Greenway to try to get a trail established, however, the Greenway has given up on its current plans to try to establish a trail because the County is not meeting with them or talking to them about a trail We offered the Greenway a substantial amount of money for a match to help construct a trail; however, the county has not engaged the Greenway and us in any meaningful way If the County is going to build a rail line, we want it to begin construction immediately.

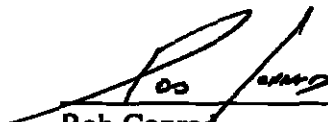
7 Kershaw Sunnyside Ranches has submitted a building permit application with Yakima County to build into the area in which the current, abandoned Naches Rail line exists The County has delayed our plans to build the proposed building is important to our businesses’ expansion If the County is going to build a rail line, we want it to begin construction immediately.

8 Kershaw Sunnyside Ranches does not oppose a trail or a railroad, however, it has been a decade or more since this line was abandoned and no one has operated on it. Since that time, the line has become overrun with weeds A trail could not safely be located in the area of the line because the line is too close to our business’s fruit packing and storage operations. Trucks, forklifts and other equipment are operating in close proximity to where the trail would be located We also stack bins and equipment near the line It would not be safe for people to be in the area of our operation

9 If the County is going to rehabilitate the line, I wish they would do something They ~~have allegedly been in discussions with entities for years; however, they are not one step closer to an~~ agreement to operate on the line

I hereby certify under the penalty of perjury of the laws of the United States of America that the foregoing is true and correct.

Dated this 15th day of June, 2007 at Yakima, Washington


Rob Conrad

CERTIFICATE OF SERVICE

By my signature below, I certify service on June 19, 2007, by U S Mail, postage pre-paid first class, of the foregoing upon the following counsel of record

Charles Montange, Esq
Attorney at Law
426 NW 162nd Street
Seattle, WA 98177

Erk G. Light, Esq
Attorney at Law
Surface Transportation Board
Washington, DC 20423-0001

Paul Edmondson, Esq (YILA)
313 North Third Street
Yakima, WA 98901

Raymond L. Paoletta, Esq
City Attorney
City of Yakima
200 South Third St
Yakima, WA 98901-2830

Lawrence E Martin, Esq
Halverson & Applegate, P S.
1433 Lakeside Court, Suite 100
Yakima, WA 98907-2715

Terry Austin, Esq.
Chief Civil Deputy Pros Atty
Yakima County Courthouse
128 North 2nd Street, Room 211
Yakima, WA 98901


Deborah A. Girard

EXHIBIT 1



**Washington State
Department of Transportation**
Douglas B. MacDonald
Secretary of Transportation

South Central Region
2000 1st Avenue, Suite 100
P.O. Box 10000
Yakima, WA 98907-1000

509-577-1609
509-577-1609
509-577-1609

June 5, 2007

Kevan Montoya
PO Box 22550
Yakima, WA 98907

Dear Mr. Montoya

In response to your request for records (PDR-07-0431), dated June 5, 2007, enclosed are the records requested

With this package, your request for records dated June 5, 2007 is complete.

If you have any questions you may contact me at 509-577-1609.

Sincerely,

Bobbie Scott
Public Disclosure Coordinator
South Central Region

000001

JUN 7 2007



**Washington State
Department of Transportation**
Douglas B. MacDonald
Secretary of Transportation

COPY
South Central Region
2809 Rudkin Road - Union Gap
P O Box 12560
Yakima WA 98909-2560

509-577-1600
TTY 1-800-833-6388
www.wsdot.wa.gov

November 2, 2006

Paul Edmonson
Yakima Interurban Lines Association
P.O. BOX 384
Yakima, WA 98907

Subject: 40th Avenue Railroad Grade Crossing Memorandum of Understanding
Signed Original

Dear Mr. Edmonson:

Enclosed is one signed original of the above mentioned Memorandum of Understanding for your records.

WSDOT will proceed with the US 12, 40th Avenue Interchange Improvements project as planned, following the principles set forth in the Memorandum of Understanding.

Thank you for your cooperation on this project.

Sincerely,

Jamil Anabtawi
South Central Region
Utilities Engineer

JA/spn

Cc. Paul Gonseth, P E
Craig Zirkle, SCR Plans Review

000002



**Washington State
Department of Transportation**
Douglas B. MacDonald
Secretary of Transportation

South Central Region
2809 Rockin Road Union Gap
P O Box 12560
Yakima WA 98909-2560

509-577-1500
TTY 1-800-833-6388
www.wsdot.wa.gov

COPY

October 27, 2006

Paul Edmondson
Yakima Interurban Lines Association
P O BOX 384
Yakima, WA 98907

Brett Sheffield, P E
City of Yakima Public Works
129 N 2nd Street
Yakima, WA 98901

Subject: 40th Avenue Railroad Grade Crossing Memorandum of Understanding

Dear Mr Edmonson and Mr. Sheffield:

The purpose of this letter is to outline the roles and responsibilities of the Washington State Department of Transportation (WSDOT), the City of Yakima, and the Yakima Interurban Lines Association (YILA), or its successors, as they relate to a WSDOT project to improve the highway interchange at US-12 and 40th Avenue in the City of Yakima

Background

40th Avenue, a City of Yakima Street, is crossed at-grade by the tracks of the YILA "Naches Line" at railroad milepost 3 20 and is designated as USDOT crossing no 103898D. Currently, the portion of the Naches Line crossing 40th Avenue is out of service and the tracks terminate approximately 60 feet west of the crossing. Warning devices at the crossing include shoulder-mounted flashing light signals and R8-9 ("tracks out of service") signs.

The 40th Avenue grade crossing currently consists of one lane for each direction of travel plus turn lanes. As part of its US-12/40th Avenue Interchange Improvement Project, WSDOT will widen 40th Avenue at the grade crossing to five lanes, including two lanes for each direction of travel and a center turn lane.

Discussion

Because of the current status of the Naches Line as out of service, WSDOT seeks to construct the 40th Avenue interchange project by temporarily removing the railroad infrastructure within the limits of the railroad grade crossing. This would include removal of the rails from across 40th Avenue and removal of the railroad warning signals and railroad signal controller cabinet. At such time that the line is placed back in service, WSDOT would then pay for the cost of reestablishing the track across 40th Avenue and installation of warning devices according to the characteristics of the crossing at the time of line reestablishment.

Construction of the WSDOT project as described in the preceding paragraph will benefit the public by removing a currently unnecessary railroad grade crossing, thereby improving public

000003

safety and convenience, and will benefit YILA by relieving it of its obligation to maintain the grade crossing surface at 40th Avenue, but maintaining the integrity of the rail corridor to Naches

Agreement Principals

The following agreement principles are based on the needs and objectives of each party and form the basis for entering into a more binding formal agreement

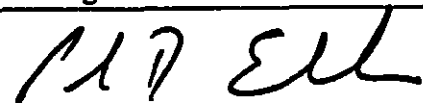
- YILA will allow WSDOT to remove the rails and railroad warning devices temporarily from the 40th Avenue railroad grade crossing, in the vicinity of Naches Line milepost 3.2 to facilitate construction of the US-12/40th Avenue Interchange Improvement project
- WSDOT will design and construct its improvements through the 40th Avenue grade crossing in such a manner that will not conflict with future reestablishment of the Naches Line across the roadway at the current rail alignment
- WSDOT will, at its expense, deliver the removed railroad warning devices, existing rail, ties, and associated hardware to a storage facility designated by YILA
- When YILA or its successor notifies the WSDOT Regional Administrator that train operations are contemplated on the segment of the Naches Line crossing 40th Avenue, WSDOT will pay the cost of re-establishing the Naches Line across 40th Avenue, including furnishing and installation of the track surface crossing materials (rails, ties, and hardware), installing traffic/train warning signals, controller and cabinet, with interconnected detection system, and roadside advance warning signs appropriate for the roadway configuration at the time of reconstruction. The current estimate for the proposed configuration is approximately \$200,000 at the present time
- These agreement principles shall also apply to any successor of YILA

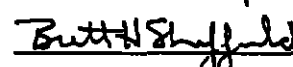
By signing below, YILA, the City of Yakima, and WSDOT concur with the principles listed above and commit to work together to develop a final agreement to be signed by the parties.

Sincerely,



Don Whitehouse, P E
WSDOT Regional Administrator
South Central Region

Signature  Date 11-1-06
Title President
Yakima Interurban Lines Association

Signature  Date 11-7-06
Title Acting City Engineer
City of Yakima

000004

,

EXHIBIT 2

1 IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

2 IN AND FOR THE COUNTY OF YAKIMA

3
4 KERSHAW SUNNYSIDE RANCHES,)
INC., a Washington Corporation)

5 Plaintiff,)

6 vs.)

NO. 00-2-01550-9

7
8 YAKIMA INTERURBAN LINES)
ASSOCIATION, a Washington Non)
Profit Corporation, LEVEL 3)
9 COMMUNICATIONS, LLC, a Delaware)
Limited Liability Company, BNSF)
10 ACQUISITIONS, INC., a Delaware)
Corporation, THE BURLINGTON)
11 NORTHERN AND SANTA FE RAILWAY)
COMPANY, a Delaware Company,)
12 and State of Washington,)

13 Defendants.)

14
15 DEPOSITION UPON ORAL EXAMINATION OF GARY EKSTEDT

16
17 May 9, 2007

10:05 a.m.

18 405 East Lincoln Avenue
19 Yakima, Washington

20
21 TAKEN AT THE INSTANCE OF THE PLAINTIFF

22
23
24 REPORTED BY:
PHYLLIS CRAVER LYKKEN, RPR, CCR

25
000005

Page 2

1 APPEARANCES
 2 FOR THE PLAINTIFF
 3 MR KEVAN T MONTOYA
 4 Velikanje, Moore & Shore
 5 Attorneys at Law
 6 405 East Lincoln Avenue
 7 Yakima, WA 98901
 8 FOR THE DEFENDANT YAKIMA INTERURBAN LINES ASSOC
 9 MS HEATHER YAKELY (Via telephone)
 10 Evans Craven & Lackie
 11 Attorneys at Law
 12 818 West Riverside, Suite 250
 13 Spokane, WA 99201-0910
 14 FOR THE DEFENDANT LEVEL 3 COMMUNICATIONS
 15 MR JAMES S BERG
 16 Larson, Berg & Perkins
 17 Attorneys at Law
 18 105 North Third Street
 19 Yakima, WA 98901
 20 FOR THE DEFENDANT BNSF RAILWAY COMPANY
 21 MR TOM MONTGOMERY (Not present)
 22 Montgomery Scarp MacDougall
 23 Attorneys at Law
 24 1218 Third Avenue, Suite 2700
 25 Seattle, WA 98101
 ALSO PRESENT
 MR LAWRENCE A PETERSON, YAKIMA COUNTY
 MR KENT MCHENRY
 MR ROBERT KERSHAW

Page 3

1 INDEX
 2 KERSHAW SUNNYSIDE RANCHES vs
 3 YAKIMA INTERURBAN LINES ASSOC , et al
 4 NO 00-2-01550-9
 5 May 9, 2007
 6
 7
 8 TESTIMONY
 9 GARY EKSTEDT PAGE NO
 10 Examination by Mr. Montoya 4 - 78
 11 80 - 84
 12 Examination by Mr Berg 78 - 80
 13 84 - 85
 14 EXHIBITS
 15 (Exhibits 1 - 3 were marked in the
 16 deposition of Kent McHenry)
 17 Exhibit No 4, Fax of 3-21-03 to Alan Adolf 4
 18 from Karen Patten
 19 Exhibit No 5, Naches Rail Line 4
 20 Exhibit No 6, Letter of 3-11-04 to Hon 4
 21 Vernon Williams from Charles Montange
 22 Exhibit No 7, Letter of 12-29-05 to Hon 4
 23 Vernon Williams from Charles Montange
 24 Exhibit No 8, (Withdrawn)
 25 Exhibit No 9, Purchase & Sale Agreement 4
 Exhibit No 10, (Withdrawn)
 Exhibit No 11, Naches Branch Railroad 31

Page 4

1 BE IT REMEMBERED that on Wednesday, May 9,
 2 2007, at 10:05 a.m , at 405 East Lincoln Avenue,
 3 Yakima, Washington, the deposition of GARY
 4 EKSTEDT was taken before Phyllis Craver Lykken,
 5 Registered Professional Reporter and Notary
 6 Public. The following proceedings took place.
 7

8 GARY EKSTEDT, being first duly sworn to
 9 tell the truth, the whole
 10 truth and nothing but the
 11 truth, testified as follows.
 12

13 (PLAINTIFF'S EXHIBITS 4 - 10 WERE
 14 MARKED FOR IDENTIFICATION)
 15

EXAMINATION

BY MR. MONTOYA:

18 Q Please state your name.
 19 A. Gary Ekstedt.
 20 Q How old are you, Mr Ekstedt?
 21 A Forty-nine
 22 Q. Could you describe your educational background?
 23 A. I have a bachelor of science in civil engineering
 24 from California State University.
 25 Q. What year?

Page 5

1 A. 1986.
 2 Q. Any post bachelor's education?
 3 A None
 4 Q. What do you do for a living?
 5 A I'm the assistant public services director and
 6 the appointed county engineer for Yakima County.
 7 Q County engineer. Are those two separate jobs?
 8 A. They're very similar. County engineer is
 9 actually a statutory required position, county
 10 engineer is responsible for all operations of the
 11 county road department and county road fund.
 12 Q. What about the assistant public services director?
 13 A That's kind of a holdover from reorganization
 14 When I was originally hired, I was hired by the
 15 public works director as an assistant in charge
 16 of the transportation services division. At that
 17 time Vern Redifer was the public works director
 18 and the county engineer.
 19 In 2005 the County reorganized, the public
 20 works department joined public works and planning
 21 and created a public services department, Vern
 22 was appointed as the public services director
 23 Because of potential conflicts of interest, he
 24 could no longer hold the county engineer position
 25 and so I was appointed by the board as the

2 (Pages 2 to 5)

Page 6

1 statutory county engineer.
 2 Q When did you first start working with Yakima
 3 County?
 4 A. December 4, 2000.
 5 Q. What did you do before then?
 6 A. I was the engineering services manager for Kitsap
 7 County Public Works.
 8 Q. How long did you do that?
 9 A. I was, I worked for Kitsap County from '92 until,
 10 from January of '92 until December of 2000,
 11 various jobs starting as a project engineer and
 12 then working my way up to engineering services
 13 manager in that time.
 14 Q. Did you work in engineering before then?
 15 A. Yes, from the time I graduated from college in
 16 1986 until 1992 I worked for three separate
 17 consulting engineering firms, one in Moses Lake,
 18 Washington, one in Silverdale, Washington, and
 19 one in Bremerton, Washington.
 20 Q. What's the name of the one in Moses Lake?
 21 A. Boundary Engineering. I think Ron is retired
 22 now, I don't think they're in business any
 23 longer.
 24 Q. What's his last name?
 25 A. Ron Baker.

Page 7

1 Q. Could you describe your duties as the assistant
 2 public works director?
 3 A. When I was hired as the assistant public works
 4 director, again, I was basically placed in day-
 5 to-day operational, a day-to-day operational
 6 responsibility for the county road fund, which
 7 includes the capital program, road maintenance,
 8 you know, traffic transportation engineering. We
 9 also had, at the time, the County had become the
 10 owner of and operated through an operating
 11 agreement the White Swan Rail Line, so I had
 12 budgetary responsibility. I basically did
 13 everything that the statutory county engineer
 14 does except hold the title.
 15 Q. Was your job as the public works assistant
 16 different than your job as assistant public
 17 services director?
 18 A. Very little difference, very little.
 19 Q. What is the difference?
 20 A. Essentially, the assistant public services
 21 director there is no difference, again, that's
 22 kind of a holdover title. The real difference is
 23 that now I, I work directly at the pleasure of
 24 the county commissioners.
 25 Q. And that doesn't sound like a promotion to me.

Page 8

1 A All I have to do is count to two.
 2 Q Mr. Ekstedt, it sounds like you had some
 3 responsibility for working with grants.
 4 A. Yes, I do.
 5 Q. Did that responsibility begin when you started
 6 working with the County as assistant public works,
 7 as an assistant in public works?
 8 A. Are you speaking specifically of Yakima County
 9 grants?
 10 Q. Yes.
 11 A. Yeah, I have essentially signature responsibility
 12 for any transportation grants that are requested
 13 by Yakima County Road Department or the Road
 14 Fund.
 15 Q. You currently do?
 16 A. Yes
 17 Q. When did you first get signature authority for
 18 grants?
 19 A. When I became county engineer in August of 2005
 20 Q. And Mr. Redifer was county engineer before then?
 21 A. Yes.
 22 Q Do you know how long he was county engineer?
 23 A. I believe he was appointed as county engineer in
 24 early 2000; prior to that, it was Dan Hesse, who
 25 had retired somewhere in that time frame.

Page 9

1 Q. Have you seen a copy of the Subpoena that's marked
 2 as Exhibit 1 to the deposition of Mr. McHenry?
 3 A. Yes, I have it in front of me.
 4 Q. Could you please indicate what parts of this
 5 you're designated to testify about?
 6 MR. BERG: Kevan, actually I think that was
 7 marked as 2.
 8 MR. MONTROYA: Thank you, Jim.
 9 Q. Exhibit 2.
 10 A. Essentially, I'm designated to speak to all seven
 11 items; however, much of the franchise work that
 12 happened with 6 and 7 happened before I was an
 13 employee of Yakima County, so my real in-depth
 14 knowledge of that is limited.
 15 Q Do you have any knowledge different than what Mr
 16 McHenry testified about regarding Part 1?
 17 A. I have no different, no different knowledge. We
 18 understand that Mr. Hoge announced to Mr. Berg
 19 via e-mail that YILA had filed the documents with
 20 STB and had provided a link to the STB Web site.
 21 Q How about regarding No. 6 and No. 7 of Exhibit 2,
 22 do you have any knowledge in addition to what Mr
 23 McHenry already testified about while you were
 24 here?
 25 A None.

3 (Pages 6 to 9)

Page 10 1 Q. Item No 2 on the Subpoena asks for someone to 2 testify about Yakima "County's plans to rail bank 3 the property at issue, commonly known as the 4 Naches Line." Have you prepared yourself to 5 testify on that subject? 6 A. I guess to the extent that, you know, we have 7 submitted, we have submitted a statement of 8 willingness along with the YILA's documents that 9 they submitted to STB to do an exempt abandonment 10 and essentially meet the federal requirements for 11 rail banking property. 12 Q. I'll tell you the same thing I told Mr. McHenry 13 If you're not comfortable answering a question 14 about any subject area, just let me know. 15 A. Sure 16 Q. I only want things within your knowledge, I'm not 17 trying to trick you -- 18 A. Understood. 19 Q. -- or mislead you in any way. 20 A. Understood. 21 Q. We can follow up later with questions if you think 22 that someone else would be better to answer them, 23 also, so please let me know if you don't think you 24 have sufficient knowledge to testify about any 25 point. All right?	Page 12 1 refer you three pages in, there is a fax number at 2 the top that says page 3 on the right-hand side. 3 The first heading you can see is Next Steps, the 4 next heading below that is Staff Recommendation 5 Do you see that? 6 A. Yes 7 Q. Go ahead and take a minute and review it. 8 A. Okay 9 Q. Did you review this document at or near the time 10 that it was sent to Yakima County? 11 A. No, I did not 12 Q. Did you have any discussions with Dave McFadden at 13 New Vision regarding benefits to Yakima County 14 based on rehabilitation or rail banking of the 15 Yakima Naches branch line? 16 A. No, I did not. 17 Q. Do you know who was discussing with Mr. McFadden 18 issues related to the line at that time? 19 A. I could only speculate 20 Q. Could you give me your best speculation about who 21 would have been discussing issues with Mr. 22 McFadden? 23 A. My best speculation would be Phil Hoge and 24 perhaps even Alan Adolf, whose name is on the 25 cover sheet.
Page 11 1 A. Certainly. 2 Q. Let's look at what I've marked as Exhibit 4. And 3 for the record, we're continuing with the 4 numbering we started in Mr. McHenry's deposition 5 Exhibit 4 is a document that contains 6 several pages, the first page is the New Vision 7 Yakima County Development Association fax sheet 8 to Alan Adolf from Karen Patten, bookkeeper. 9 Attached to it is what appears to be a July 8, 10 2002, memo to SIED Advisory Board Members from 11 Dave McFadden, also a document dated May 30, 12 2002, which says Memo at the top, and it's to Ray 13 Paolella and others, and it's from Ron Gamache, 14 Chairman, Board of Yakima County Commissioners. 15 There is attached to that document something that 16 has in handwriting at the top "Prepared by Mr 17 Charles Montange (railroad corridor preservation 18 attorney, Seattle)." Do you see that? 19 A. Yes, I see all three of those. 20 Q. Have you seen those before this deposition? 21 A. I am familiar with them. I have seen them, I 22 haven't studied them in depth. Generally I 23 understand the content of the three documents 24 Q. Let's go over them, because I'd like some 25 explanation and clarification on points. Let me	Page 13 1 Q. Back in 2002, when Mr. McFadden sent this memo to 2 SIED Advisory Board Members, wasn't Mr. Hoge 3 involved with Yakima Interurban Lines Association? 4 A. I believe he was a board member. 5 Q. Did you know that back in 2002? 6 A. I don't think I did. 7 Q. Does that raise any concern to you today that you 8 had a county employee who was also a board member 9 of an association with whom the County was dealing 10 on an issue regarding property? 11 A. I don't believe it causes me any problem. 12 Q. None whatsoever? 13 A. None whatsoever. 14 Q. Have you discussed that issue with anyone at the 15 County? 16 A. No. 17 Q. Have you been involved in any discussions where 18 anyone has talked about Mr. Hoge's role as a board 19 member or member of Yakima Interurban Lines 20 Association and an employee of Yakima County? 21 A. Not specifically, no 22 Q. Have there been any guidelines put in place 23 regarding Mr. Hoge's dealings with Yakima 24 Interurban Lines Association? 25 A. None that I'm aware of

4 (Pages 10 to 13)

Page 14

- 1 Q. Let's look, please, at the page I was just
2 referring you to that says Staff Recommendation
3 A. Okay.
4 Q. This is the memo from Mr. McFadden to the SIED
5 Advisory Board Members, right?
6 A. Correct.
7 Q. Now, you know what the SIED Advisory Board is,
8 don't you?
9 A. Yes, I do.
10 Q. Would you explain it, please.
11 A. Basically it is, and I'm not sure who all of the
12 members are, but a, it is a board made up of
13 elected officials, and maybe even community
14 members, that are responsible for disbursing --
15 administering and disbursing these SIED
16 supporting investments and economic development
17 funds to various projects
18 Q. Are there any guidelines on the use of SIED money?
19 A. Basically it, I don't know specifically what the
20 guidelines are. Again, they are for essentially
21 infrastructure investments.
22 Q. Isn't SIED the acronym created by Supporting
23 Investment in Economic Development?
24 A. Yes, it is.
25 Q. And so it's S-I-E-D, right?

Page 15

- 1 A. Yes.
2 Q. Were you aware of any discussions going on in
3 Yakima County in 2002 regarding the benefit that
4 businesses near the Naches branch line would
5 receive from rail banking the line?
6 A. I believe that there were discussions regarding
7 at least two businesses, Layman Lumber and Nepa
8 Pallet, about potential use of the rail corridor,
9 if it was reactivated, and what would be the best
10 way to reactivate the rail corridor and/or
11 preserve it from potential abandonment.
12 Q. You were aware of that personally?
13 A. Yes.
14 Q. So the two businesses were Layman Lumber and who?
15 A. Nepa Pallet, I believe N-e-a-p-a, something like
16 that. I don't --
17 Q. Is Layman Lumber in business?
18 A. No longer, no.
19 Q. When did it go out of business?
20 A. I believe they went out of business in early
21 2006
22 Q. Is Nepa Pallet in business?
23 A. I believe they're still operating.
24 Q. Do you know the last time Nepa Pallet used a rail
25 line to transport pallets?

Page 16

- 1 A. No, I do not
2 Q. In Exhibit 4, on the sentence that says "This
3 action would benefit several businesses that would
4 use the line, and it would also reduce truck
5 traffic on Highway 12," it seems to be talking
6 about restoring rail service. Is that the way you
7 read that?
8 A. Yes, that is correct
9 Q. The sentence above that starting the paragraph
10 says that the 40,000 of seed funds would be used
11 for rail banking the line, though, doesn't it?
12 A. Yes.
13 Q. Aren't rail banking and restoring service either/
14 or propositions?
15 A. That's not my understanding.
16 Q. What's your understanding?
17 A. My understanding is that a line, rail line can be
18 rail banked, thus preserving the corridor from
19 future abandonment, and that it, rail can be
20 operated on a rail bank line under what's called
21 a modified certificate. What the particulars of
22 that modified certificate means, I have no idea,
23 but I understand that the two are not exclusive.
24 Q. Doesn't operation under a modified certificate
25 contemplate restarting rail service at some time

Page 17

- 1 In the future?
2 A. Yes.
3 Q. Isn't that also based upon conditions being
4 fulfilled?
5 A. What kind of conditions?
6 Q. Like the restoration of the rail line
7 A. That would certainly be one, yes.
8 Q. You agree with me that it would be physically
9 impossible to run any type of a train right now
10 from Yakima to Naches, right?
11 A. Today?
12 Q. Correct.
13 A. That's correct
14 Q. And you agree with me that that was the case back
15 in 2002, when this memo was done also?
16 A. That's correct
17 Q. You agree with me that back at that time the state
18 and the County were discussing projects to restore
19 the rail line?
20 A. Yes.
21 Q. And that part of that project discussion
22 contemplated a modified certificate of use?
23 A. That, I don't believe that discussion happened
24 with the state, I believe that in the analysis by
25 the attorney that one of the possibilities for

5 (Pages 14 to 17)

Page 18

1 preserving the corridor, which would be the first
 2 prerequisite, would be to rail bank the property.
 3 Q. Did you as a county person involved with
 4 discussions about the rail line back in 2003
 5 contemplate the restoration of the reactivation of
 6 rail service?
 7 A. Yes, we did.
 8 Q. Did you as a county employee have input into the
 9 County's position about when rail service would be
 10 reactivated?
 11 A. Not necessarily when, no
 12 Q. Did you have discussions with people about the
 13 restoration of the rail service?
 14 A. Yes, I did.
 15 Q. And I'm going to focus you back on this time
 16 frame, and I'll get to later time frames later.
 17 Back in July of 2002, or thereabouts, when
 18 was the County contemplating to have rail service
 19 reestablished?
 20 A. That was subject to a number of conditions, and
 21 at that time I don't think we ever set any
 22 particular time frame. Again, it was all subject
 23 to conditions such as the County obtaining
 24 ownership of the line and obtaining grant
 25 funding, you know, and those issues.

Page 19

1 Q. Ownership, grant funding?
 2 A. Yes.
 3 Q. Let me see if I can help you out with some other
 4 conditions. Payment of the judgment liens?
 5 A. That was a concern of the board of county
 6 commissioners
 7 Q. Also, resolution of the state lien?
 8 A. There are several state liens, some are by the
 9 Department of Revenue and others, I believe,
 10 there is one outstanding lien with the state
 11 Department of Transportation, and, and we had
 12 discussions at that time about resolving that,
 13 yes.
 14 Q. So the private judgment liens and the state liens
 15 through Transportation, Department of Revenue, or
 16 other agencies were also conditions that were
 17 discussed by the County in 2002 to restore rail
 18 service?
 19 A. That was as a condition of acquiring the line by
 20 the County.
 21 Q. Acquiring the line. Was there any discussion by
 22 anyone at the County back then about when the
 23 County would be able to meet all of the conditions
 24 it needed to meet to acquire the line?
 25 A. Not to my recollection.

Page 20

1 Q. Was there any estimate about a specific time frame
 2 in terms of years when the County would be able to
 3 do that?
 4 A. Not that I can recall, no.
 5 Q. Let's look, please, again, at the same page So
 6 do you agree that the only two businesses who
 7 would be benefited by the restoration of rail
 8 service would be Layman Lumber and Nepa Pallet?
 9 A. No, I don't agree with that
 10 Q. Could you indicate currently who the businesses
 11 are who would be benefited by the restoration of
 12 rail service?
 13 A. I don't know. I don't know who currently would
 14 be benefited, no.
 15 Q. Do you know of anyone in the County who could give
 16 me information about that?
 17 A. No, I do not.
 18 Q. Let's look at the memo from Ron Gamache to various
 19 people, including Ray Paoella, who is the city of
 20 Yakima city attorney.
 21 A. Uh-huh.
 22 Q. I see in this memo -- and this is also part of
 23 Exhibit 4, Heather -- it says Yakima County at the
 24 top, and it's a memo and it's dated May 30, 2002
 25 The first sentence is, "We have been briefed on

Page 21

1 Mr. Montange's recommended strategy for preserving
 2 the Naches Rail Corridor, and understand that it
 3 will require rail banking and a modified
 4 certificate of operation." Do you see that?
 5 A. (No response)
 6 Q. Do you see that?
 7 A. Yes.
 8 Q. Has anyone filed a modified certificate of
 9 operation?
 10 A. Not that I'm aware of
 11 Q. When is somebody going to file that?
 12 A. I, I have no idea when that might happen, or even
 13 if.
 14 Q. What do you mean even if?
 15 A. Um, first someone needs to, um, make a proposal
 16 to rehab the line and to begin operation on it,
 17 but there are a number of things even before that
 18 that have to happen
 19 Q. Okay So we talked about rehabbing and also
 20 operating, did you say?
 21 A. Yes
 22 Q. And then also you said other conditions. Could
 23 you help me out with the other conditions that
 24 need to take place before the modified certificate
 25 of operation is filed?

6 (Pages 18 to 21)

Page 22

- 1 A. Yeah, the County has to acquire ownership of the
2 line.
3 Q. Ownership. So has the County, up to this date,
4 had discussions with any specific person or entity
5 about whether the person or entity will file a
6 modified certificate of operation?
7 A. Not regarding that subject, no
8 Q. What are the County's plans to reopen the Naches
9 branch line for rail service as we're here today?
10 A. The County's plans are to hold that corridor open
11 for the possibility of future rail service to
12 that area
13 Q. Hold it open by rail banking?
14 A. Yes, by preserving the corridor.
15 Q. Okay So the County wants to preserve the
16 corridor, we agree on that, right?
17 A. Correct.
18 Q. What are the County's plans, though, about how
19 long the corridor will be preserved for purposes
20 of a trail?
21 A. The County has no plans at this point for any
22 kind of a trail The County's plans are strictly
23 to preserve the corridor as a transportation
24 corridor.
25 Q. Okay So no plans for a trail. What about, and

Page 23

- 1 I, I don't mean to ask the same question twice,
2 but what about plans for the restoration of rail
3 service to the people who could be served by a
4 rail line, what's the County contemplating there?
5 A. At this point we do not have a specific plan.
6 Q. Do you have any time frame about when you will
7 have a plan?
8 A. That's premature at this point.
9 Q. Can you give me an estimate of years or months or
10 decades by which the County may have some plan
11 that we can look at?
12 A. No estimate.
13 Q. Do you know of anybody at the County who could
14 ~~give me an estimate of when the County will decide~~
15 what it's going to do with the rail corridor
16 besides hold it open?
17 A. Not at this point.
18 Q. Do you have any idea when I should check back with
19 you or anyone at the County to figure out what the
20 County is planning to do besides hold the rail
21 corridor open?
22 A. Once the County obtains ownership of the line
23 Q. Has there been any discussion whatsoever at the
24 county level regarding the establishment of a
25 trail or a rail line under a modified certificate

Page 24

- 1 of operation after acquisition of the line?
2 A. We have received an inquiry from a company called
3 Frontier Rail who has expressed an interest in
4 perhaps operating a portion of the line. Again,
5 the response to them was thank you, but we need
6 to obtain ownership of the property first.
7 Q. Hasn't the Washington State Department of
8 Transportation orally indicated to the County that
9 it will waive its Department of Transportation
10 liens if the County acquires the line?
11 A. That was asserted by the state rail office, yes.
12 Q. Do you know if they've changed that position?
13 A. No, I do not.
14 Q. Were you involved in those discussions personally?
15 A. Not personally, no
16 Q. Do you know who in your department was involved in
17 those conversations?
18 A. I believe that Kent McHenry had some discussions
19 with staff at the state rail office
20 Q. Was that back in 2002?
21 A. In that time frame, yes
22 Q. Do you know if --
23 A. Approximately.
24 Q. Sorry to cut you off.
25 A. Perhaps earlier

Page 25

- 1 Q. Do you know if there have been any subsequent
2 discussions?
3 A. I believe that Mr. McHenry had a discussion
4 several weeks ago and I had also written a letter
5 regarding that subject to Barbara Ivanoff, the
6 director of, I don't know, DOT, Department of
7 Transportation, has reorganized, it was office of
8 freight mobility, I don't know what it is now.
9 Q. Whatever the group is that deals with railroads?
10 A. Whatever the group is that deals with railroads,
11 yes.
12 Q. Do you recall when you wrote that letter?
13 A. I believe I wrote that letter sometime in January
14 of this year
15 Q. Do you recall the subject matter of the letter?
16 A. Specifically, the DOT's position on the lien, the
17 DOT lien on the rail line.
18 Q. Did she respond to your letter?
19 A. No.
20 Q. Was Mr. McHenry following up recently?
21 A. Yes.
22 Q. Have you received any type of response in terms of
23 a follow-up from the state?
24 A. Other than the conversation that Mr. McHenry had,
25 nothing in writing.

7 (Pages 22 to 25)

Page 34

1 A. I'm not aware of what the contents of that is.
 2 Q. Do you know if it has a parks plan?
 3 A. I do not know for sure what they have, what is in
 4 place.
 5 Q. So have you seen anything during the course of
 6 your involvement with the transportation plan that
 7 is being updated this year that gives any
 8 treatment to the Naches branch line as a trail, a
 9 rail, or a combination of both?
 10 A. Not that I'm aware of.
 11 Q. Don't you have to as part of the Growth Management
 12 Act provide for transportation in the Yakima
 13 County urban area?
 14 A. That's correct.
 15 Q. Wouldn't you be required also by the Growth
 16 Management Act to provide for planning of
 17 potential rail and trail use?
 18 A. Again, as far as trail, we do not deal with non-
 19 motorized, essentially pedestrians as a long-
 20 range planning issue.
 21 Q. Wouldn't the plan, though, have to show rail
 22 because it's motorized?
 23 A. I believe our plan does, at this point, talk
 24 about the Toppenish to White Swan Rail Line, but
 25 again, other than by reference, I don't know of

Page 35

1 any, any incorporation of the Naches Rail Line.
 2 I'm not sure of that.
 3 Q. Okay. I understand what you're saying is up to
 4 this point is there has been no incorporation of
 5 the Naches Line, right?
 6 A. Correct.
 7 Q. But there has been an incorporation of the White
 8 Swan Line, right?
 9 A. I believe it's in there, yes.
 10 Q. Well, doesn't the 20-year transportation plan have
 11 to show the County's plans to restore rail service
 12 if in fact the County is planning on doing that?
 13 A. Not necessarily.
 14 Q. ~~Why would it not have to show that?~~
 15 A. We're dealing primarily with automobile, you
 16 know, transportation, autos, trucks, freight,
 17 highways, streets, those sorts of things.
 18 Q. Wouldn't freight also include the rail line part
 19 of it?
 20 A. Potentially, yes.
 21 Q. Wouldn't you then have to show it in the 20-year
 22 transportation plan?
 23 A. I, I really don't know the answer to that
 24 Q. Who in the County is generally responsible for the
 25 content of the 20-year transportation plan?

Page 36

1 A. The 20-year, as an element, the transportation
 2 element of the comprehensive plan is I am. As
 3 far as the project with, as far as the
 4 development of policies and goals to deal with
 5 land use, that would be Michael Kerins.
 6 Q. I think either Kent or you gave us the spelling
 7 earlier. How is Kerins spelled?
 8 A. I, I think Kent spelled it wrong, K-e-r-i-n. I
 9 think he said it was K-a-r.
 10 Q. K-e-r-i-n. Well, in the exhibit before you, which
 11 has a 2004 freight rail assistance application,
 12 you show an estimated amount to rehabilitate the
 13 line on page 1?
 14 A. Correct.
 15 Q. So at that time when this was being done, you did
 16 have a plan to rehabilitate the line, right?
 17 A. Contingent on the issues contained in the grant
 18 application. One is obtaining the grant funding.
 19 Q. You've received part of the grant funding, haven't
 20 you?
 21 A. Not from this grant, no, we did not receive any
 22 money from this grant.
 23 Q. What grant is covered by Exhibit 11?
 24 A. This is a 2004 Freight Rail Assistance
 25 Application, this is what we applied for money to

Page 37

1 pay off the liens, obtain ownership, and to rehab
 2 the, you know, the rail line, and we did not
 3 receive funding from this grant.
 4 Q. Did you apply for it, though?
 5 A. Yes.
 6 Q. Is there a reapplication taking place?
 7 A. Not at this point, no.
 8 Q. Does the County have any plans to reapply for
 9 money to rehabilitate the rail line?
 10 A. Once ownership has occurred, we will probably
 11 apply for rehabilitation money.
 12 Q. On page 2 of Exhibit 11 it talks about local
 13 funding and it says, "Yakima County has agreed to
 14 assume ownership and operation of the rail line
 15 under the condition that it assumes no past debt
 16 or liens at time to transfer." Do you see that?
 17 A. Yes.
 18 Q. If Yakima County agreed to this in 2004, what took
 19 so long in getting a final conditional agreement?
 20 A. Money.
 21 Q. What money?
 22 A. The funding that we are using to acquire the line
 23 from Yakima Interurban Lines Association
 24 Q. And that was money that you received through the
 25 grant application process?

Page 58 1 line prior to filing this? 2 A. Not that I'm aware of 3 Q. He talks about the line being suitable for use as 4 a trail. Do you see that? 5 A. Yes. 6 Q. Do you agree with me that there are serious 7 concerns of public health and safety if a trail is 8 located next to the line where it bisects the 9 Kershaw Sunnyside Ranches, Kershaw Fruit and Cold 10 Storage property? 11 A. That would only be expressing an opinion and not 12 as a representative of the County. 13 Q. What's your opinion not as a representative of the 14 County? 15 A. Um, my opinion is that there are potential issues 16 regarding some railroad -- some railroad 17 structures, and those issues I do not have an 18 opinion as it relates to the Kershaw property. 19 Q. Has the County engaged anyone to undertake the 20 process of receiving public input about the 21 installation or creation of a trail along the 22 Naches Branch Line? 23 A. No. 24 Q. Do you agree with me that Washington law requires 25 public input prior to the creation of a trail?	Page 60 1 A. Not at this time 2 Q. Do you agree that the rail bed would need to be 3 rehabilitated in order to put a trail from Yakima 4 to Naches along the Naches Branch Line? 5 A. Yes. 6 Q. Do you agree that there would also have to be some 7 pavement put down in order to put a trail that fit 8 with the trail that goes up to 40th and is held by 9 the Greenway? 10 A. Yes 11 Q. Do Yakima County's plans to put a trail, if it has 12 any, include paving a trail? 13 A. Yakima County has no plans to put a trail on it 14 at this time. 15 Q. Would Yakima County, based on the discussions that 16 you've had with people in your department up to 17 this point, pay for the construction of the 18 rehabilitation of a rail line for a trail? 19 A. I, I can, I can't answer that. In my department, 20 county roads, we would not, no. 21 Q. They would not pay or you would not be able to 22 answer that? 23 A. We would not pay. 24 Q. Do you know if the County has discussed payment or 25 the amounts necessary to physically build a trail?
Page 59 1 A. I do not have any knowledge of that, no 2 Q. Who at the County would be familiar with the legal 3 requirements necessary prior to the creation of a 4 trail? 5 A. I would have to defer that question to our 6 corporate counsel. 7 Q. Do you know if anyone in your department has 8 undertaken to study what the location of a trail 9 should be along the Naches Line? 10 A. We have not done any such study. 11 Q. Have you heard the term trail sponsor in the 12 context of rail banking? 13 A. I have never heard that particular term, no. 14 Q. Do you know if Yakima County currently has a trail 15 sponsor for the trail? 16 A. I, I don't, I don't understand that question. I 17 didn't understand it from your Subpoena what you 18 mean by trail sponsor. 19 Q. Someone who has agreed to put up money and 20 physically construct a trail. 21 A. No one, to my knowledge, has made any such 22 agreement. 23 Q. Does Yakima County have plans to spend money or 24 apply for a grant to restore the rail bed for 25 purposes of a trail?	Page 61 1 A. Not that I'm aware of. 2 Q. Do you have any estimate of the dollar amount it 3 would cost to rehabilitate the trail and pave a 4 trail? 5 A. I have not made any such estimate. 6 Q. Do you know if anyone in the County has? 7 A. I do not believe anyone in the County has. 8 Q. Based on the County's plans to date, will the 9 County be the entity that restores the rail bed to 10 put a trail on the Naches Branch Line? 11 A. The only County plan today is to consummate the 12 agreement to purchase the line from YILA. Once 13 that's done, then anything beyond that is 14 speculative at this point. 15 Q. So no plans up to this point for the County to pay 16 for rail bed improvements to put a trail on the 17 Naches Branch Line? 18 A. No plans at this point. 19 Q. Would there be any County plans up to this date to 20 pay for the physical paving of a trail that would 21 go on a restored rail bed from Yakima to Naches on 22 the branch line? 23 A. None that I'm aware of. 24 Q. Let's look at Exhibit No. 9. No. 9 is the 25 Purchase & Sale Agreement, and the staple is

16 (Pages 58 to 61)

Page 62 1 coming out, so I'll warn you. 2 A Sure. Okay. 3 Q. You're familiar with this, aren't you? 4 A Yes. 5 Q This is the contingent agreement to purchase the 6 Naches rail right-of-way and also receive the YILA 7 interest in the right-of-way, isn't it? 8 A That is correct. 9 Q Would you agree with me that Yakima County's 10 obligation to purchase the line is contingent? 11 A. Yes. 12 Q It's contingent upon several things, like 13 receiving enough money to pay off the different 14 liens, right? 15 A Yes 16 Q It's also contingent on the state agreeing that it 17 will waive its liens for the Department of 18 Transportation, Department of Revenue, and other 19 state agencies to whom YILA owes money, right? 20 A. I would not agree with that statement. 21 Q Okay. Let's go over the specific agreement a 22 little. 23 A Okay. 24 Q Paragraph E on the first page of this exhibit 25 says --	Page 64 1 Yakima County. 2 Q Well, the way I read this, there appears to be a 3 right to reactivate agreement in place. Is that, 4 is my understanding incorrect? 5 A The Purchase & Sale Agreement, if this, the 6 contingencies are satisfied or waived, would 7 include the right to reactivate, however, that 8 still has to go through, we would agree the 9 right, however, it would still have to be 10 approved by STB. 11 Q. All right. Are you telling me there is no right 12 to reactivate agreement in place between Yakima 13 Interurban Lines Association and the County? 14 A Other than this document 15 Q Okay Let's look down, then, at the last part of 16 this paragraph, same page, where it says "Nothing 17 herein shall be construed to modify the prior 18 agreement by which YILA agreed to transfer the 19 right to reactivate rail service to Yakima 20 County." Do you see that? 21 A. About how many lines up? 22 Q Three lines from the bottom. 23 A. Three lines from the bottom? 24 Q And going to the bottom. 25 A. Got it.
Page 63 1 A. Yes. 2 Q. -- "The sale by YILA and purchase by Yakima County 3 of the Naches Branch would be consistent with 4 possible future restoration of rail service on the 5 line, as well as allow interim trail use, or 6 alternatively rail with trail use." 7 A. Yes 8 Q Do you know why this Purchase & Sale Agreement 9 includes those three possibilities? 10 A. That makes it consistent with all of the STB 11 proceedings and consistent with what we have 12 asserted to the Surface Transportation Board. 13 Q. This agreement, according to paragraph one on page 14 2, refers to a right to reactivate agreement, it's 15 the, after the indented paragraph there's a 16 sentence that starts "Other than the right to 17 reactivate, which is covered by another 18 agreement. ." 19 A. Yes I see that 20 Q. What does that right to reactivate agreement deal 21 with? 22 A. As I understand that, there is a separate Surface 23 Transportation Board proceeding that needs to 24 occur to transfer the right to reactivate rail 25 service on this line, transfer that from YILA to	Page 65 1 Q I've done a public records request and I think I 2 asked for all of the agreements between YILA and 3 the County and I haven't seen a right to 4 reactivate rail service agreement, and this looks 5 to me to refer to some type of prior agreement 6 Doesn't it read that way? 7 A. I don't know how to interpret that. 8 Q Are you aware of any prior agreement? 9 A No, I'm not. 10 Q. Who would be in charge of that prior agreement if 11 in fact it was in place, as it's represented here? 12 A. If there is any prior agreement, it would be 13 certainly signed by the commissioners and would 14 be of record in the commissioners' office. 15 Q. Who should I talk to to get this? 16 A. Certainly I would start with legal counsel or the 17 clerk of the board 18 Q I already did a public records request and didn't 19 get it. Should I ask for some specific document? 20 A. Again, I don't, I don't know what this is 21 referring to, I don't know that there is a 22 separate document, I'm not aware of any separate 23 document ever existing, I was not involved in any 24 separate document, and it's my understanding that 25 YILA retains the right to reactivate until it is

17 (Pages 62 to 65)

Page 74 1 part of the rail banking process? 2 A. I don't think the County is in a position to 3 require anything as part of the rail banking 4 process. 5 Q. What do you mean? 6 A. Well, the County has essentially submitted its 7 statement of willingness as part of the rail 8 banking process, you know, to the STB in the 9 pleadings provided by Mr. Montange and then we 10 have subsequently entered into the Purchase & 11 Sale Agreement. So other than the Purchase & 12 Sale Agreement or those pleadings for the STB and 13 statements, I guess to answer your question, 14 there is nothing else. 15 Q. I asked for someone to appear and testify about 16 discussions with any trail sponsor regarding the 17 rail banking of the Naches Line and you said you 18 didn't even know what a trail sponsor was, right? 19 A. I don't understand what you mean by trail 20 sponsor. Again, in the pleadings, the statement 21 of willingness is Yakima County, I believe, has, 22 it is attached to Exhibit 7, statement signed by 23 Ron Gamache, the statement of willingness to 24 assume financial responsibility, the County has 25 signed on as the interim trail user, and that is	Page 76 1 again, Yakima County, through a statement of 2 willingness, has agreed to be the interim trail 3 user. And I guess the only thing I could 4 personally gain from that discussion was perhaps 5 you're using trail sponsor and interim trail user 6 synonymously, I don't know. 7 Q. When you say the County has agreed to be the 8 interim trail user, could you explain to me what 9 the County has agreed to do as the interim trail 10 user? 11 A. Essentially, it's pretty much prima facie on the 12 statement itself, but essentially we would 13 relieve the owner of the property of any 14 liability for, you know, taxes, you know, 15 maintenance and those types of things. So 16 essentially, as it says, assuming -- willing to 17 assume full responsibility for management of 18 legal liability arising out of, you know, from 19 liability, and I'm, and/or any and all taxes that 20 may be levied against the right-of-way. 21 Q. So responsibility for management, then, means that 22 the County will step into the shoes of YILA in 23 terms of YILA's obligation to provide crossings or 24 other types of obligations under existing 25 agreements?
Page 75 1 the only term regarding rail banking and trails 2 that I'm familiar with, is the interim trail 3 user, and Yakima County is, as I said, through 4 this document, has signed on to be the interim 5 trail user. 6 Q. Has anyone ever discussed with you the term trail 7 sponsor? 8 A. Until we got your Subpoena, we had, I don't 9 believe I had ever used or heard that term used. 10 Q. After receiving the Subpoena did you discuss with 11 anyone in offered to prepare for this deposition 12 what the term trail sponsor meant? 13 A. We discussed with legal counsel, Mr. Austin, Mr 14 Peterson, Mr. Montange what he meant by, or how 15 we were supposed to respond to this in terms of 16 what it meant. We don't understand the question, 17 I guess. 18 Q. And you still don't understand the question? 19 A. I still don't understand the question, no 20 Q. Did anyone with whom you met to prepare for this 21 deposition explain to you the concept of a trail 22 sponsor under applicable Surface Transportation 23 Board regulations? 24 A. I don't, again, again, the question to us seemed 25 to be, um, seemed to not make sense, because,	Page 77 1 A. To manage, to manage the property, yes 2 Q. Does responsibility for management include also 3 responsibility to create the trail? 4 A. If that is decided, if it's decided to create a 5 trail there, certainly as the interim trail user 6 Yakima County would be in the lead on that 7 effort, yes. 8 Q. But at this point, Yakima County has not decided 9 to put a trail there? 10 A. At this point the only thing the County has 11 decided to do is to purchase the property. 12 Q. And not to put a trail there? 13 A. The only thing is to purchase the property and 14 then to determine what the best use of the 15 property is once Yakima County obtains ownership 16 of the property. 17 Q. And to clarify, there is no money that is 18 currently allocated in any county or state budget 19 to construct a trail that you're aware of? 20 A. None that I'm aware of. 21 Q. And you have no present plans to apply for any 22 county or state money to construct the trail on 23 the Naches Line? 24 A. Not at present. 25 MR. MONTOYA: Let's see, I had marked as

20 (Pages 74 to 77)

Page 88

PHYLLIS CRAVER LYKKEN, RPR,
CCR NO LYKKEPC418KJ
Notary Public In and for the State
of Washington, residing at Yakima

Page 89

PCL

FIBER OPTIC CABLE FRANCHISE AGREEMENT

This Fiber Optic Cable Franchise Agreement (the "Agreement") is entered into this 13th day of June, 2000, by and between Yakima County (hereinafter "the County") and Level 3 Communications, LLC (hereinafter the "Fiber Optic Company" or "FOC")

WITNESSETH:

WHEREAS, the development and installation of a dedicated Fiber Optic Cable System at or in close proximity to county roadways is desirable to promote efficient roadway systems and transportation in general, and,

WHEREAS, the FOC has applied for the authority and nonexclusive franchise to place a Fiber Optic Cable System in, along, over and across the rights of way of certain County roads, highways, streets, alleys and bridges; and,

WHEREAS, the implementation of an advanced telecommunications infrastructure is important to promote economic growth and development for the businesses and consumers of Yakima County; and,

WHEREAS, the parties hereto desire to enter into an agreement under which the FOC installs, owns, operates and maintains a Fiber Optic Cable System on certain Yakima County right-of-ways specified herein.

NOW, THEREFORE, in consideration of these mutual covenants, promises and representations, the parties agree as follows:

1) DEFINITIONS

A) Access Space: That space located at or below a roadway's established grade line, lying within the approved right-of-way limits.

B) Roadway: Any transportation facility contained within county right-of-way

C) Fiber Optic Cable Corridor the three-dimensional area below, and at ground level, within the metes and bounds description of the County's right-of-way alone, the roadway set forth on Exhibit A hereto

D) Fiber Optic Cable System All fiber optic cable, conduits, splices, buildings and enclosures, manholes, hand holes and network equipment, and all related appurtenances to the foregoing.



E) Utility Accommodation Policy The Yakima County Policy for the Accommodation of Utilities on County Road Right-of-way as adopted by The Yakima County Board of County Commissioners. April 6, 1993, and as may be amended and construed

2) PURPOSE This Agreement establishes the respective responsibilities of the County and the FOC for the purpose of installing, owning, operating and maintaining a Fiber Optic Cable System in the Fiber Optic Cable Corridor

3) COMPENSATION The County reserves its right to adopt reasonable franchise fees and taxes as authorized by law before the expiration of this franchise. However, in lieu of the payment of such franchise fees or taxes, FOC may satisfy the compensation requirement by providing certain in-kind services to the County upon terms and conditions that are mutually agreeable to the Parties

4) FRANCHISE Nothing contained in this Agreement shall be construed as the granting of an easement from the County to the FOC. The County hereby grants to FOC a non-exclusive franchise for the installation, operation and maintenance of the Fiber Optic Cable System within the defined Fiber Optic Cable Corridor, for a period of twenty-five (25) years. This Agreement may be terminated by the County in accordance with the provisions of this Agreement. The FOC shall have the option to locate any part of the Fiber Optic Cable System within the Fiber Optic Cable Corridor pursuant to County approval, but the use of that corridor shall not be exclusive; nothing in this Agreement shall limit the County's authority to install its own independent fiber optic cable or allow additional FOC or other companies to occupy that right-of-way. In addition, all FOC installations shall be subject to the County's approval, such approval not to be unreasonably withheld or delayed.

5) CONSTRUCTION GUIDELINES:

A) The location of all facilities constructed within the Fiber Optic Cable Corridor or on County right-of-way shall be coordinated by the Utility Coordinator, Yakima County Public Works Department. Standard utility permits will be issued covering all the installations in accordance with the Utility Accommodation Policy. All plans for the installation of the Fiber Optic Cable System shall be submitted to the Utility Coordinator for approval at least 30 days prior to the desired date of excavation or trenching for installation. Attachment to any structure shall be submitted forty-five (45) days prior to installation. The County will use its best efforts to approve or disapprove any such submissions within fifteen (15) days of receipt thereof.

B) Construction shall take place within the right-of-way pursuant to Regulations and Policies as contained in the Utility Accommodation Policy for that construction within the right-of-way for county roadways. All installations shall require County approval, such approval not to be unreasonably withheld or delayed

- C) For those portions of the Fiber Optic Cable Corridor located on bridges the FOC shall have the right to construct the Fiber Optic Cable System using bridge attachments. All bridge attachments shall require prior approval by the County, such approval not to be unreasonably withheld or delayed.
- D) Buildings within the right-of-way for the Fiber Optic Cable System shall be located with the specific prior written approval of the County
- E) The FOC is to deliver a bond, acceptable to the County, in the sum of \$250,000.00 to guarantee installation of facilities consistent with provisions of this Agreement and maintenance of the rights of way for a period of 12 months after acceptance of the condition of the rights of way by an authorized representative of the County

6) FORCE MAJEURE Notwithstanding any other provision of this Agreement, the performance of the obligations set forth in this agreement shall be suspended or excused in the event such performance is prevented by an event of Force Majeure or its adverse effects, such party shall use commercially reasonable diligence to cause such event or effects to cease or be reduced.

"Force Majeure" shall mean the occurrence of any act or event beyond the reasonable control of the party relying thereon as justification for not performing an obligation and which is predicated upon an intervening legal authority

Nothing contained within this Agreement shall be interpreted or construed so as to require the County to take any action, or refrain from taking any action, which would require a breach of federal or state constitutional or statutory laws, rules or regulations

7) CABLE AND EQUIPMENT The FOC will furnish all fiber optic cable that meets FOC's cable specifications and all equipment necessary for installation of the cable.

8) MAINTENANCE

A) General Maintenance:

- 1. General Maintenance FOC technicians will be responsible for the maintenance and operation of the Fiber Optic Cable System in accordance with FOC's company policies and applicable industry standards

- 2. Distribution of Duties Among the FOC and Subcontractors The FOC will have the responsibility for all aspects of the installation of the Fiber Optic Cable System, including those aspects the FOC subcontracts to other firms

9) STATE AND FEDERAL REGULATIONS The FOC agrees to abide by all federal and state regulations which pertain to the subject matter of this Agreement and shall maintain and/or obtain any necessary certifications, licenses, or governmental approval and file any

required reports, tariffs, or notices needed to effectuate the terms of this Agreement. In addition, FOC and the County shall comply with all applicable federal and state statutory and constitutional laws, rules and regulations in the performance of this Agreement.

10) RIGHT TO CURE In the event that the FOC is in violation of any of its obligations under this Agreement, the County shall notify FOC of said violation in writing, after which, notwithstanding anything else herein to the contrary, FOC shall have a period of not less than thirty (30) days from the date of such notice to cure such violation. This thirty-day (30) period may be extended upon the agreement of the parties. The cure provision shall not apply to safety considerations and issues.

11) RELOCATION In the event of any highway expansion or relocation which conflicts with the location of the Fiber Optic Cable System, the Fiber Optic Cable Corridor will be relocated in the County's right-of-way. The County shall provide FOC with not less than ninety (90) days prior written notice to any relocation of any portion of the Fiber Optic Cable System. The relocation cost shall be borne by the FOC.

12) ASSIGNMENT The FOC shall notify the County in writing of its intent to assign the franchise at least sixty (60) days prior to the effective date of the assignment. The FOC shall not have right to assign this franchise without the consent of the Board of County Commissioners given by Ordinance, such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing, the FOC shall have the right to assign this franchise in whole or in part without the consent of the County to:

- A) A parent, subsidiary, affiliated corporation, or any other entity having common control with the FOC, or
- B) A lender for purposes of security in connection with financing provided to the FOC

No assignment shall be effective unless an acceptance by the assignee of all rights, conditions, terms, provisions, and responsibilities contained within the franchise as well as insurance and surety bonds, which the County deems necessary to be posted, are received in the assignee's name. No assignment shall be effective unless the assignee agrees in writing that County approval of or consent to the assignment shall not constitute a waiver or release of any rights of the County under this franchise or applicable law nor of any of the FOC's obligations, liabilities, duties and responsibilities under this franchise or applicable law, whether arising before or after the effective date of the assignment.

It is hereby ordered that this franchise shall not be considered or claimed as an asset or a thing of value entitling the FOC to special compensation in any sale of said properties to any public or municipal corporation or in any condemnation suit by a public or municipal corporation against the FOC wherein the value of said FOC's properties located upon the properties described in this Franchise Agreement is an issue.

13) TERMINATION OF THE AGREEMENT When this Agreement and the right it conveys is terminated, the FOC shall have the option to

- A) Sell the Fiber Optic Cable System on County property to the County, or any portion thereof which is acceptable to the County, at a price to be mutually agreed upon
- B) Sell the Fiber Optic Cable System or portion thereof to a successor provider of fiber optic cable services, which agrees to provide the services required hereunder and which is reasonably acceptable to the County
- C) Abandon the entire Fiber Optic Cable System on the County's property, or any portion thereof, in a written notice to the County. In which instance that portion of the Fiber Optic Cable System becomes the sole and exclusive property of the County and FOC shall have no further obligation or liability therefor, except as specifically provided in this Section, except, however, the FOC may not abandon any items or equipment which may contain or create hazardous or regulated wastes or materials without prior notice to the County of the description and location of those materials. The County may refuse to accept the abandonment of all or any portion of the Fiber Optic Cable System tendered by the FOC until such hazardous or regulated wastes or materials have been removed in accordance with all applicable laws. In any event, the FOC remains liable for remediation and full restoration of any damage to real or personal property and for injuries or death resulting from the presence of any hazardous or regulated wastes or materials on or adjacent to County property, which wastes or materials are or were owned, placed or operated by the FOC.

14) APPLICABLE STATE LAWS AND ENCUMBRANCES: At no time during this Agreement shall the FOC place, install or deposit any hazardous waste or hazardous substance in County right-of-way. This does not include, however, those hazardous substances which are lawfully and properly contained within the FOC's equipment or structures. If the FOC causes, allows or permits a spill of a hazardous waste or substance within County Airspace, or on property immediately adjacent thereto, then the FOC shall remain solely liable. FOC shall not be responsible for hazardous waste or substances existing in the Fiber Optic Cable Corridor prior to the date hereof.

15) INSURANCE

- A) Liability Insurance. The FOC shall obtain sufficient liability insurance to protect itself and the County from tort liability, due to the construction, installation, operation, maintenance and repair of the Fiber Optic Cable System on County right-of-way. At a minimum, the FOC shall obtain the following insurance coverage.

- 1 The FOC shall obtain commercial liability insurance, having a minimum liability limit of \$500,000 00 combined single limit bodily injury and property damage. Each such policy shall be endorsed so as to cover liability arising from underground property damage in addition to the coverage set forth above. This coverage will have a per job aggregate endorsement and Washington stop cap coverage. The certificate shall clearly state who the provider is, the amount of coverage, the policy number and when the policy and provision are in effect (any statement in the certificate to the effect of "this certificate is issued as a matter of information only and confers no right upon the certificate holder" shall be deleted). Said policy shall be in effect for the duration of this Agreement. The policy shall name the County, its elected officials, officers, agents and employees as additional insured", and shall contain a clause the insurer will not cancel or change the insurance without first giving the County thirty (30) calendar days prior written notice (any language in the clause to the effect of "but failure to mail such notice shall impose no obligation or liability of any kind upon the company" shall be crossed out and initialed by the insurance agent). The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington. If the FOC uses any contractors and/or subcontractors to perform any of the work referenced in this Franchise Agreement, the contractors and/or subcontractors shall maintain the same limits of liability and comply with all other provisions discussed above in this paragraph.
- 2 The FOC shall obtain commercial automobile liability insurance for all vehicles owned or used by the FOC in any phase of the construction, installation, operation, maintenance and repair of the Fiber Optic Cable System on County right-of-way with a minimum liability limit of \$500,000 00 combined with single limit bodily injury and property damage. The certificate shall clearly state who the provider is, the amount of coverage, the policy number and when the policy and provision are in effect (any statement in the certificate to the effect of "this certificate is issued as a matter of information only and confers no right upon the certificate holder" shall be deleted). Said policy shall be in effect for the duration of this Agreement. The policy shall name the county, its elected officials, officers, agents and employees as additional insured's, and shall contain a clause the insurer will not cancel the insurance without first giving the County thirty (30) calendar days prior written notice (any language in the clause to the effect of "but failure to mail such notice shall impose no obligation or liability of any kind upon the company" shall be crossed out and initialed by the insurance agent). The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington. If the FOC uses any contractors and/or subcontractors to perform any of the work referenced in this Franchise Agreement, the contractors and/or subcontractors shall

maintain the same limits of liability and comply with all other provisions discussed above in this paragraph

- 3 The FOC and its contractors and subcontractors shall maintain umbrella liability insurance coverage, in an occurrence form, over underlying commercial liability and automobile liability. On or before the date this Agreement is fully executed by the parties, the FOC shall provide the County with a certificate of insurance as proof of umbrella coverage with a minimum limit of \$3,000,000.00. The insurance shall be with a company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington.

16) INDEMNITY AND HOLD HARMLESS The FOC agrees to indemnify and hold harmless the County as provided herein to the maximum extent possible under law. Accordingly, the FOC agrees for itself, its successors, and assigns to defend, indemnify and hold harmless the County, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments including costs of defense thereof, for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to the FOC's exercise of rights and privileges granted by this franchise. The FOC's obligations under this section shall include:

- A) Indemnification for such claims whether or not they arise from the sole negligence of the FOC or the concurrent negligence of both parties. In the event that there is concurrent negligence of both parties, the FOC shall only be responsible for indemnifying the County to the extent of the FOC's negligence.
- B) The duty to promptly accept tender of defense and provide defense to the County at the FOC's own expense.
- C) Indemnification of claims made by the FOC's own employees or agents.
- D) Waiver of the FOC's immunity under the industrial insurance provisions of Title 51 RCW, as respects the County only, which waiver has been mutually negotiated by the parties.

In the event it is necessary for the County to incur attorney's fees, legal expenses, or other costs to enforce the provisions of this indemnification/hold harmless agreement, all such fees, expenses and costs shall be recoverable from the FOC.

In the event it is determined that RCW 4 24 115 applies to the franchise agreement, the FOC agrees to defend, hold harmless and indemnify the County to the maximum extent permitted thereunder, and specifically for its negligence concurrent with that of the County to the full extent of the FOC's negligence. The FOC agrees to defend, indemnify, and hold harmless the County for claims by the FOC's employees and agrees to waive its immunity under Title 51 RCW, which waiver has been mutually negotiated by the parties.

The County shall give the FOC timely written notice of the making of any claim or of the commencement of any such action, suit or other proceeding covered by the indemnity in this section. In any event any such claim arises, the County or any other indemnified party shall tender the defense thereof to the claim to the FOC and the FOC shall have the duty to defend, settle or compromise any claim arising hereunder and the County shall cooperate fully therein.

Notwithstanding the above, the County shall have no obligation to tender a defense as a condition of the indemnity where there is a material conflict between the interests of the FOC and the County.

17) AMENDMENTS: No modification of any provision of the Agreement shall be made or construed to have been made unless such modification is mutually agreed to in writing by the FOC and the County and incorporated in a written amendment to the Agreement and approved by the County prior to the effective date of such modification.

18) COMMUNICATIONS AND NOTICES: Any notices required or permitted to be delivered under this Agreement shall be in writing, and shall be deemed to be delivered on the earliest to occur of (a) actual receipt, or (b) three (3) business days after having been deposited with the United States Postal service, postage prepaid, certified mail, return receipt requested, or (c) one (1) business day after having been deposited with an overnight express mail service that provides tracking and proof of receipt of items mailed. All notices shall be addressed to the County or the FOC, as the case may be, at the address or addresses set forth below, or such other addresses as the parties may designate in a notice similarly sent:

If to the County, address to

County Engineer
Yakima County Public Works Department
128 North 2nd Street, Room 408
Yakima, Washington 98901

And if to Fiber Optic Company:

Level 3 Communications, LLC
1025 Eldorado Drive
Broomfield, Colorado 80021
Attn: Director, Intercity Development
Attn: General Counsel

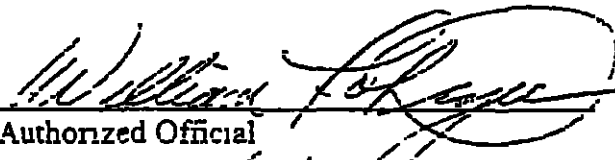
19) COUNTY REPRESENTATIVE: The Board of County Commissioners shall designate the County's representative for the purpose of administering the provisions of this Agreement. The designee may designate additional representatives, generally or for specific purposes, as deemed appropriate by the designee.

20) FIBER OPTIC CONTRACTOR'S REPRESENTATIVE The Chief Executive Officer is designated as the FOC's representative for the purpose of administering the provisions of this Agreement

(21) SEVERABILITY To the extent that a provision of this Agreement is contrary to the constitution or the laws of the State of Washington or of the United States, that provision shall be void and unenforceable. However, the balance of the Agreement shall remain in full force and effect between the County and the FOC.

Dated this 13th day of June, 2000
trafficfiberoptrfranchiseagr

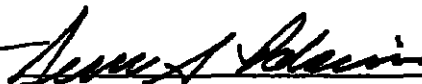
LEVEL 3 COMMUNICATIONS, LLC

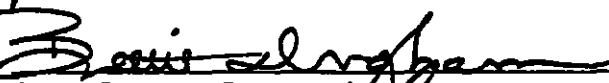

Authorized Official

Date

6/21/00

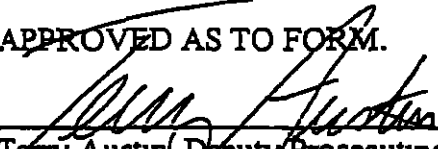
BOARD OF YAKIMA
COUNTY COMMISSIONERS


Jesse S. Palacios, Chairman

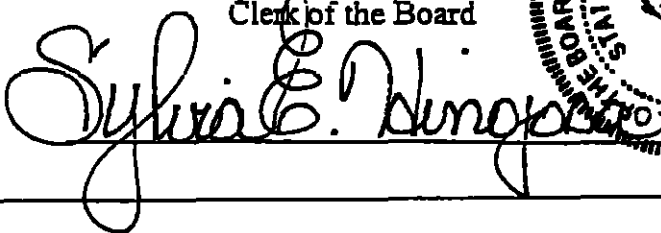

Bettie Ingham, Commissioner

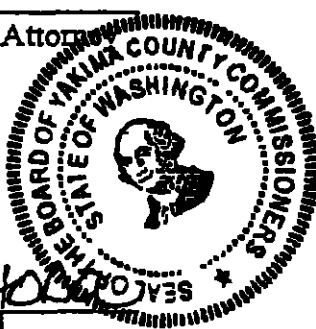

James M. Lewis, Commissioner

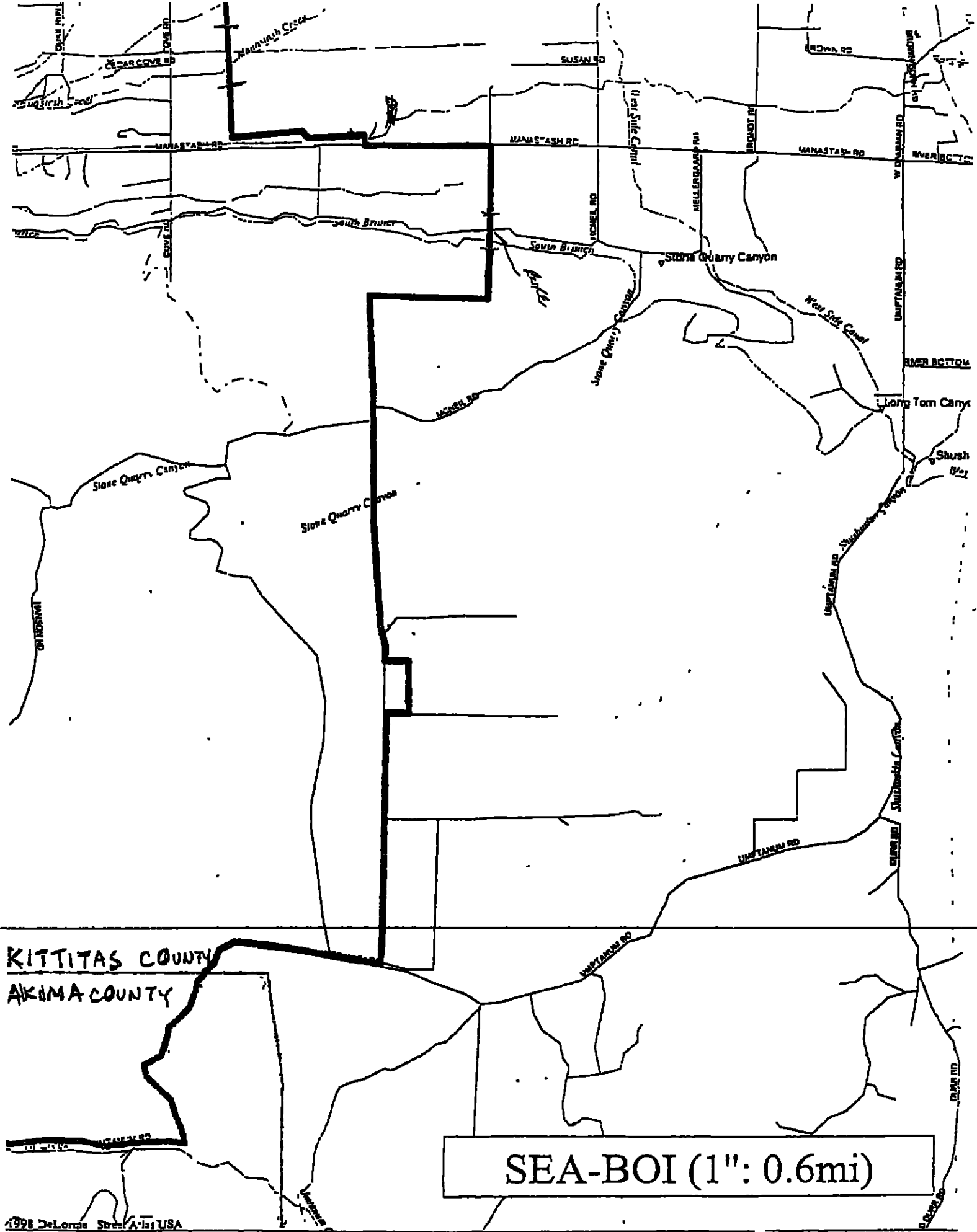
APPROVED AS TO FORM.


Terry Austin, Deputy Prosecuting Attorney

ATTEST: Sylvia E Hinojosa
Clerk of the Board

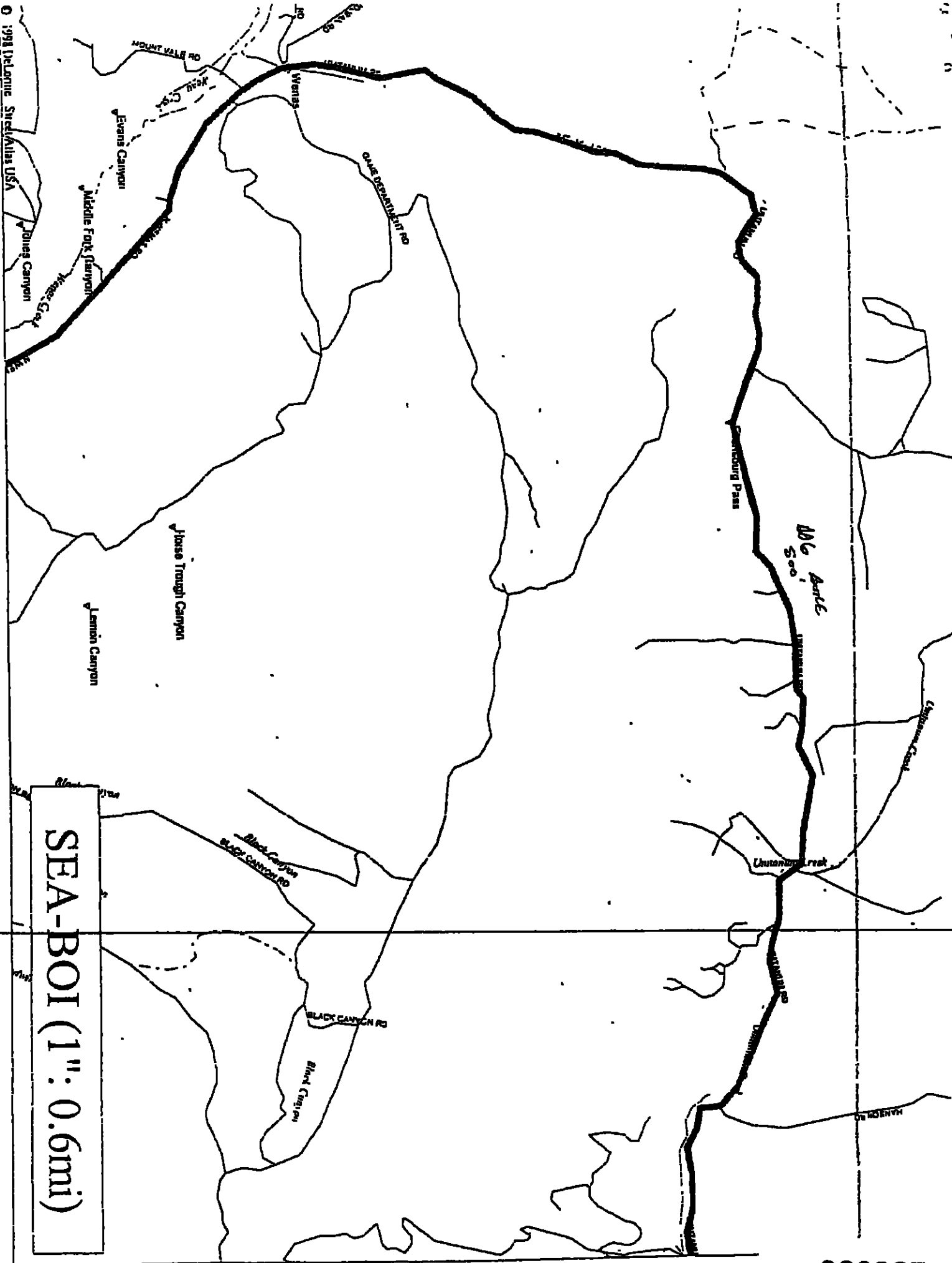






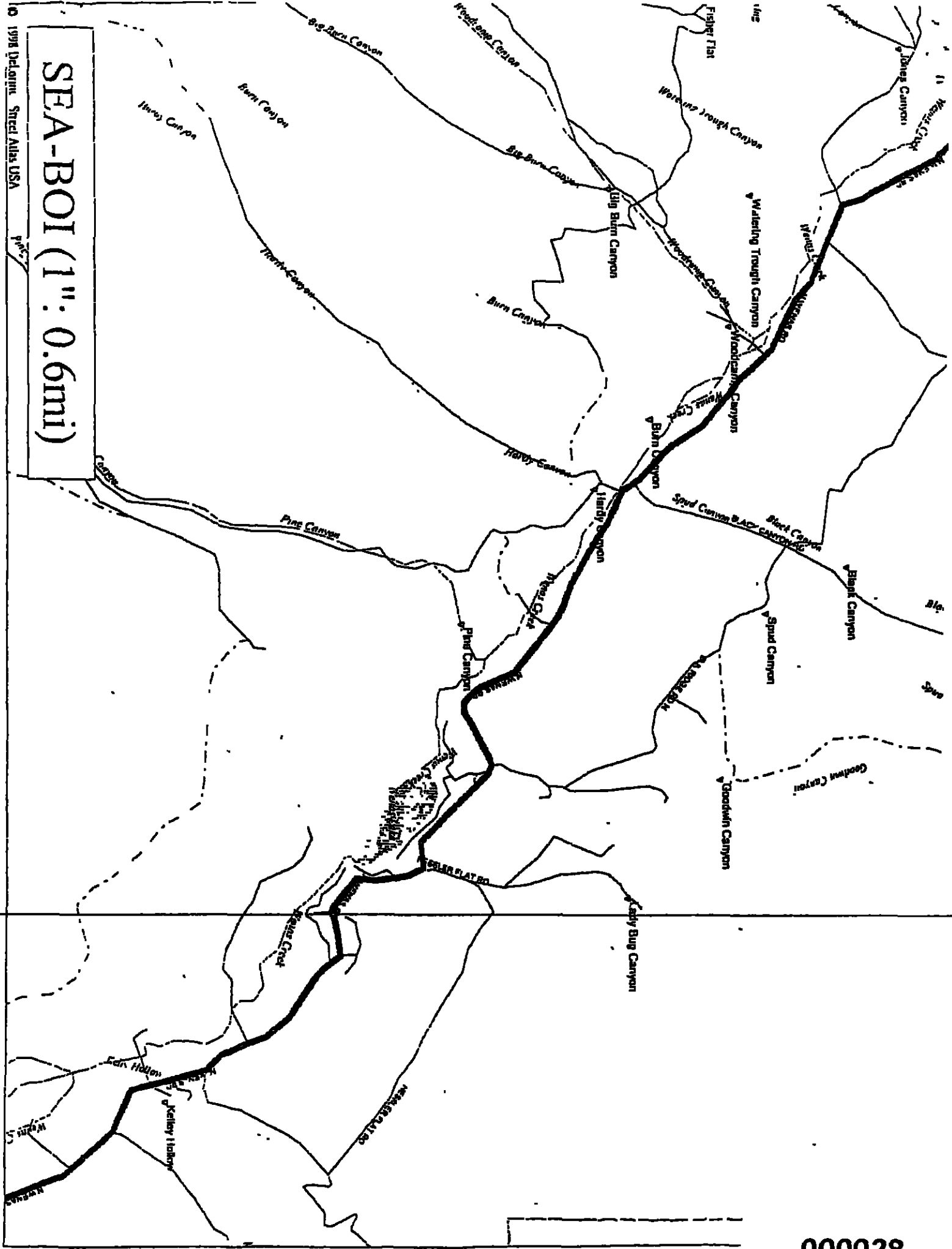
KITTITAS COUNTY
AKKIMA COUNTY

SEA-BOI (1": 0.6mi)

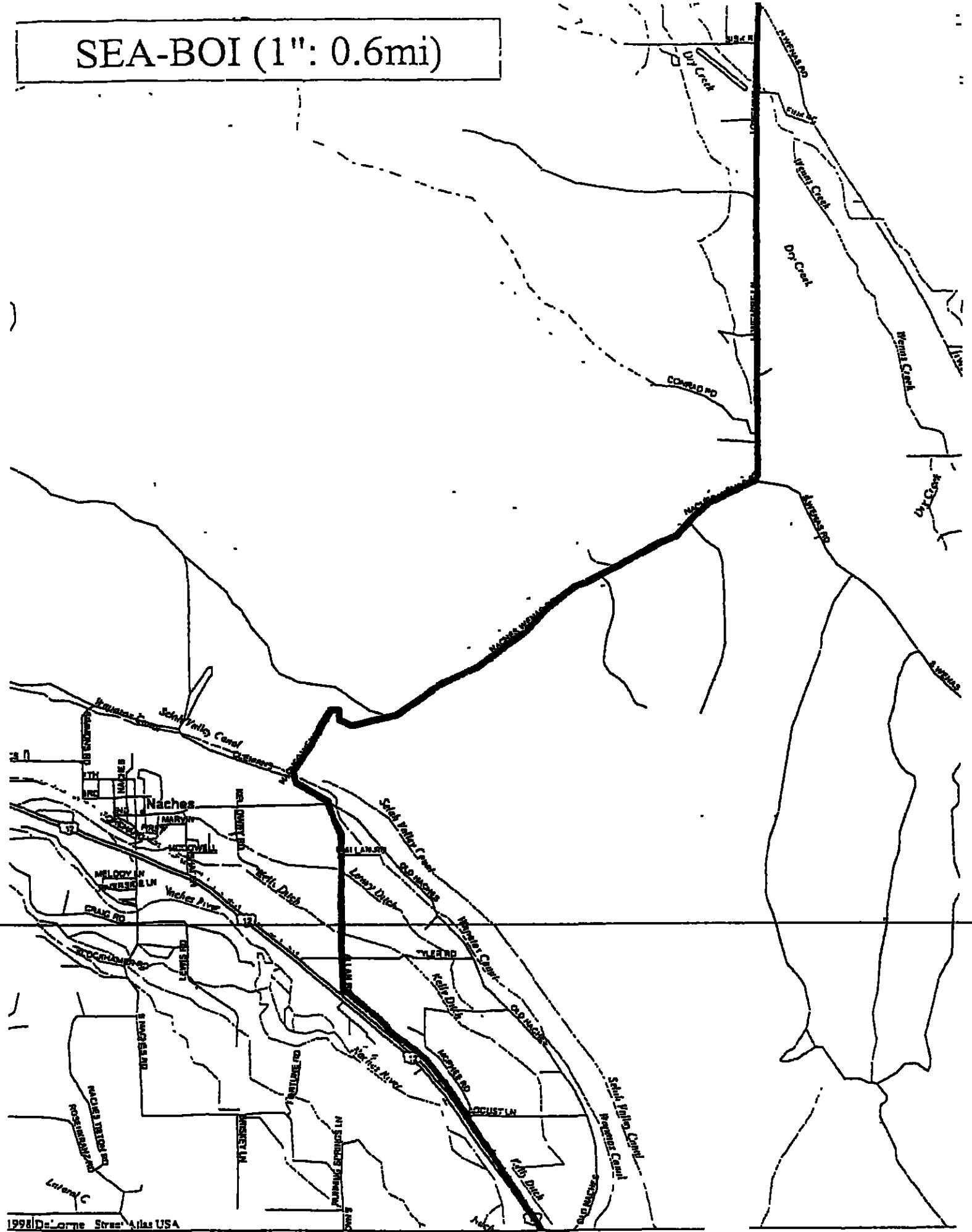


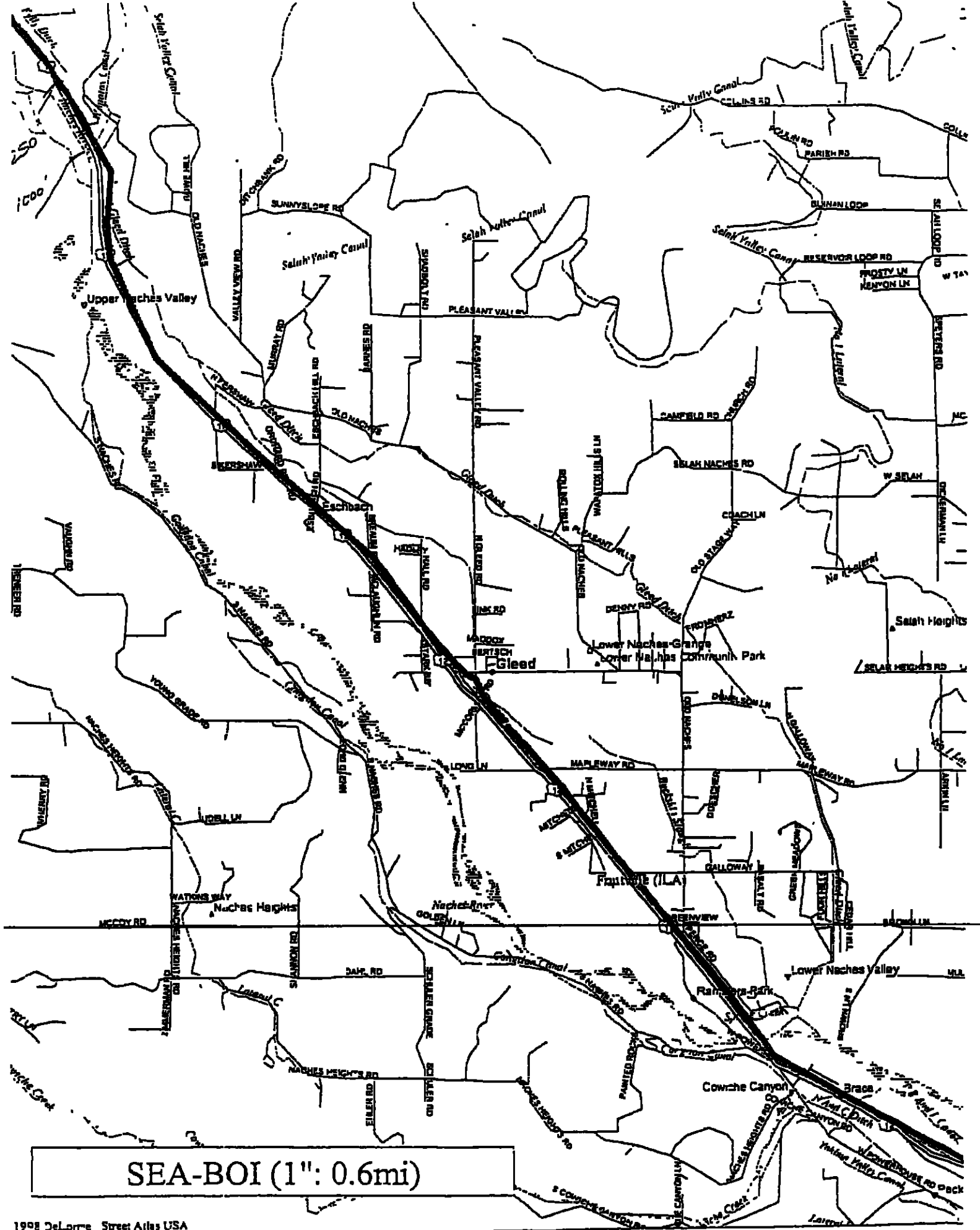
SEA-BOI (1" : 0.6mi)

SEA-BOI (1": 0.6mi)

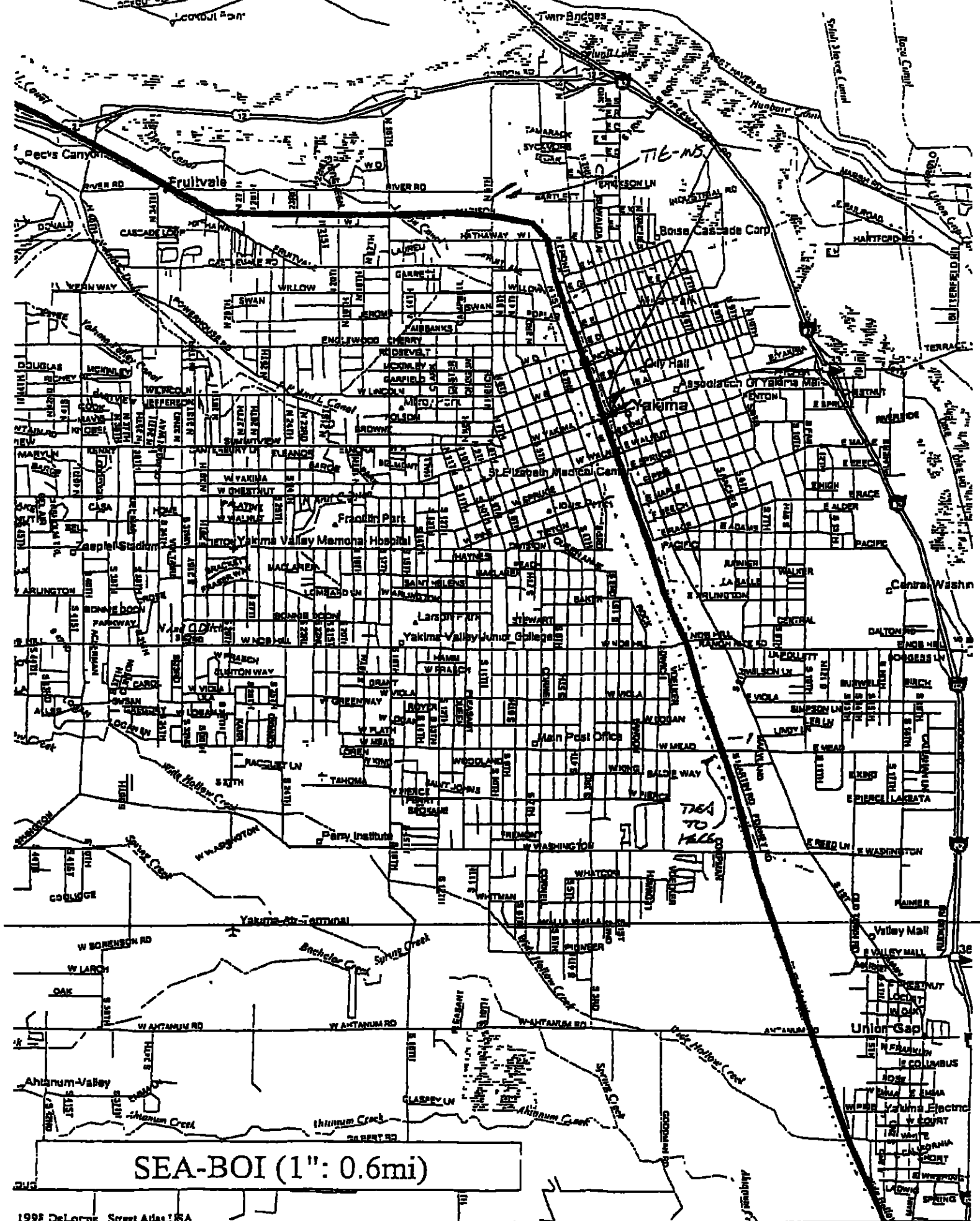


SEA-BOI (1": 0.6mi)

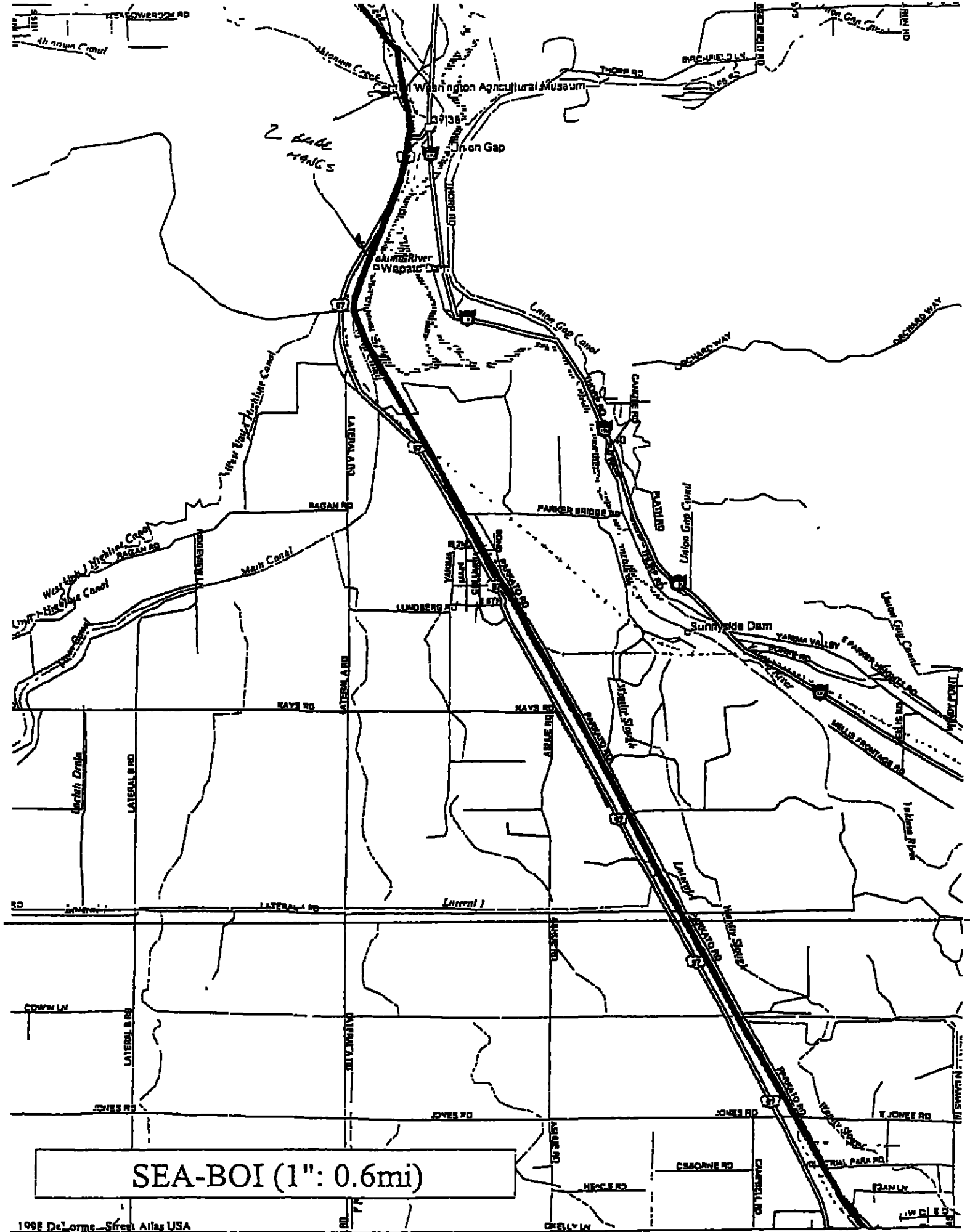




SEA-BOI (1": 0.6mi)

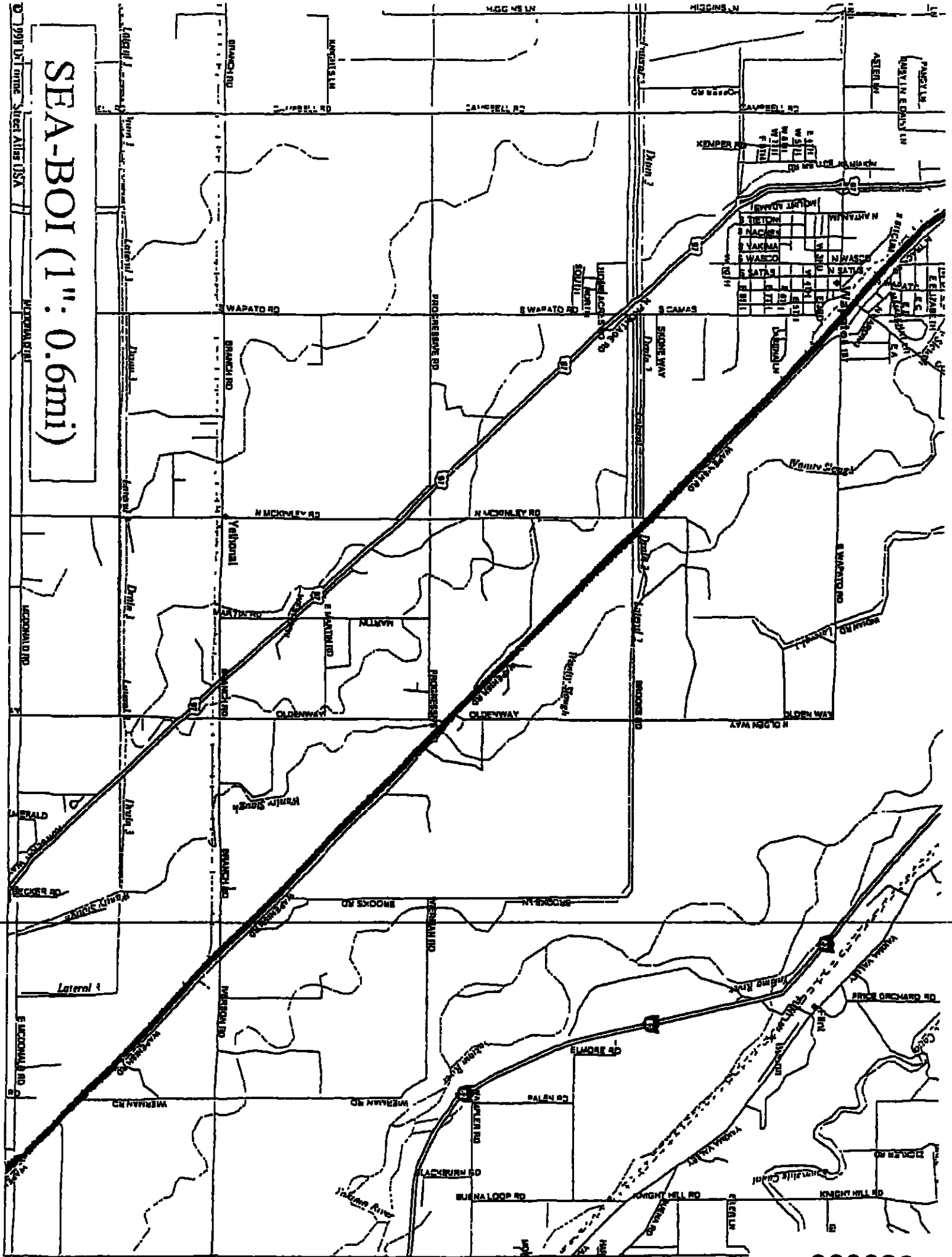


000031



000032

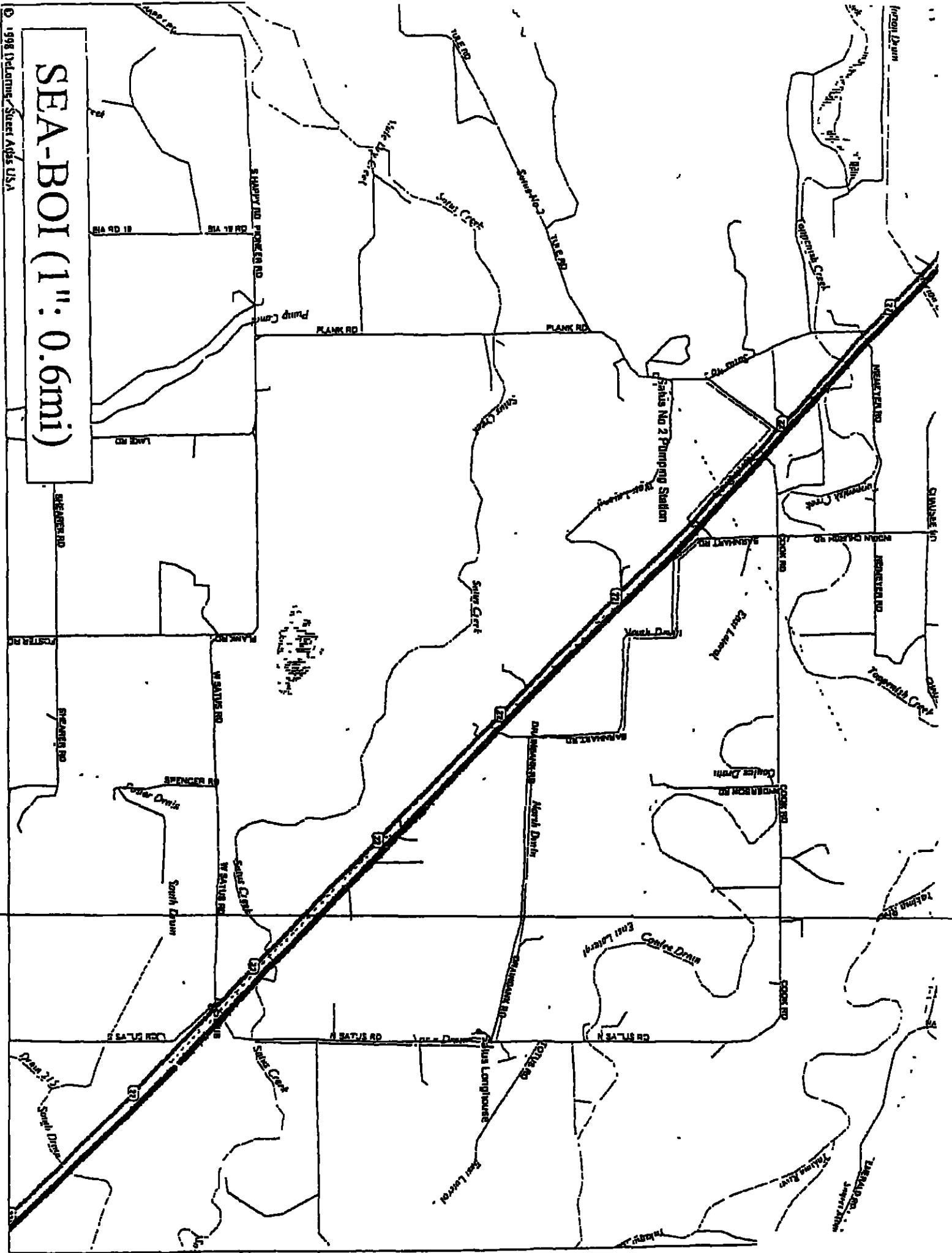
SEA-BOI (1": 0.6mi)



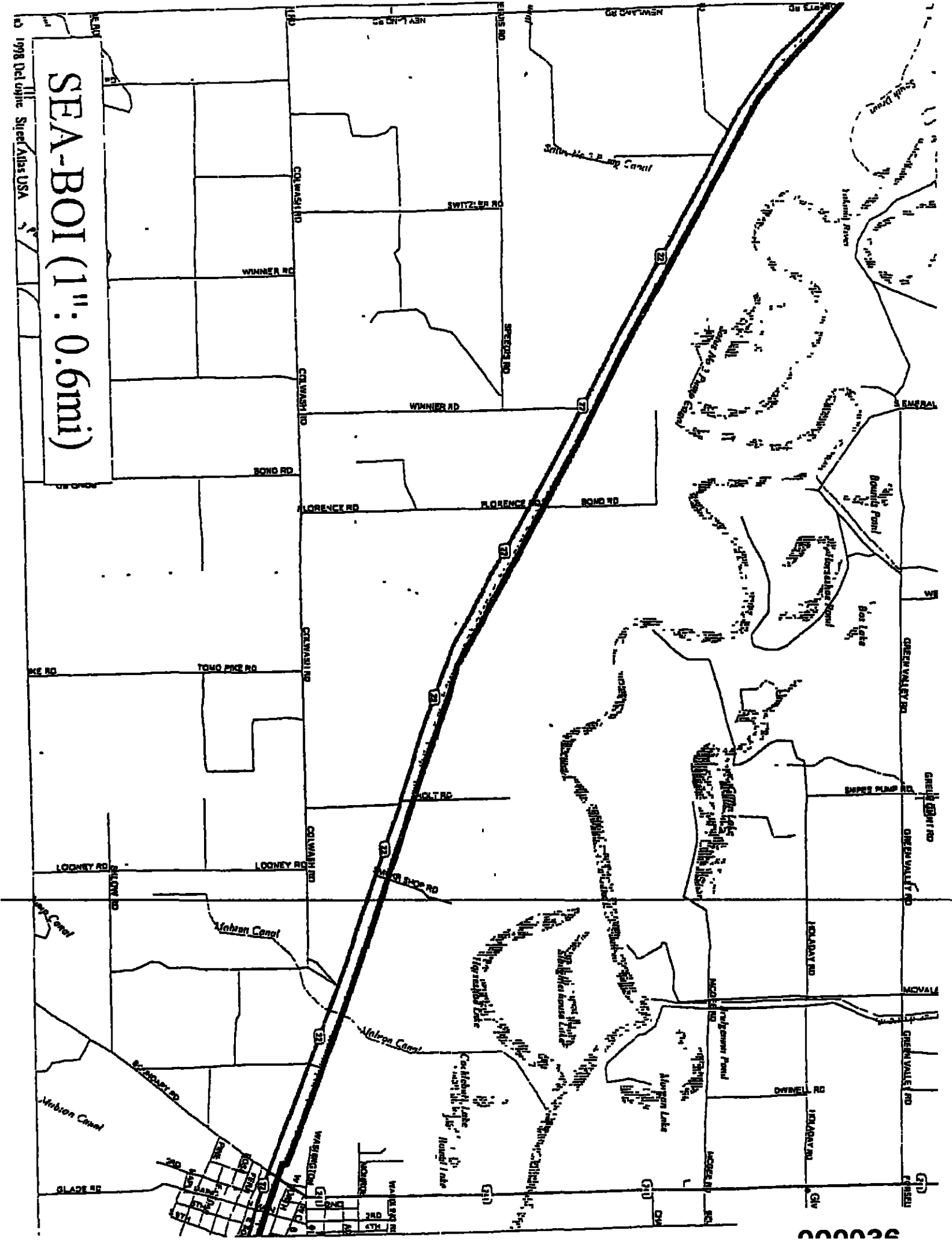
000033

© 1998 Melroe Sales USA MARIOTT TRAIL RD DEER HORN, WY 82401 J. S. JENSEN CO. 02



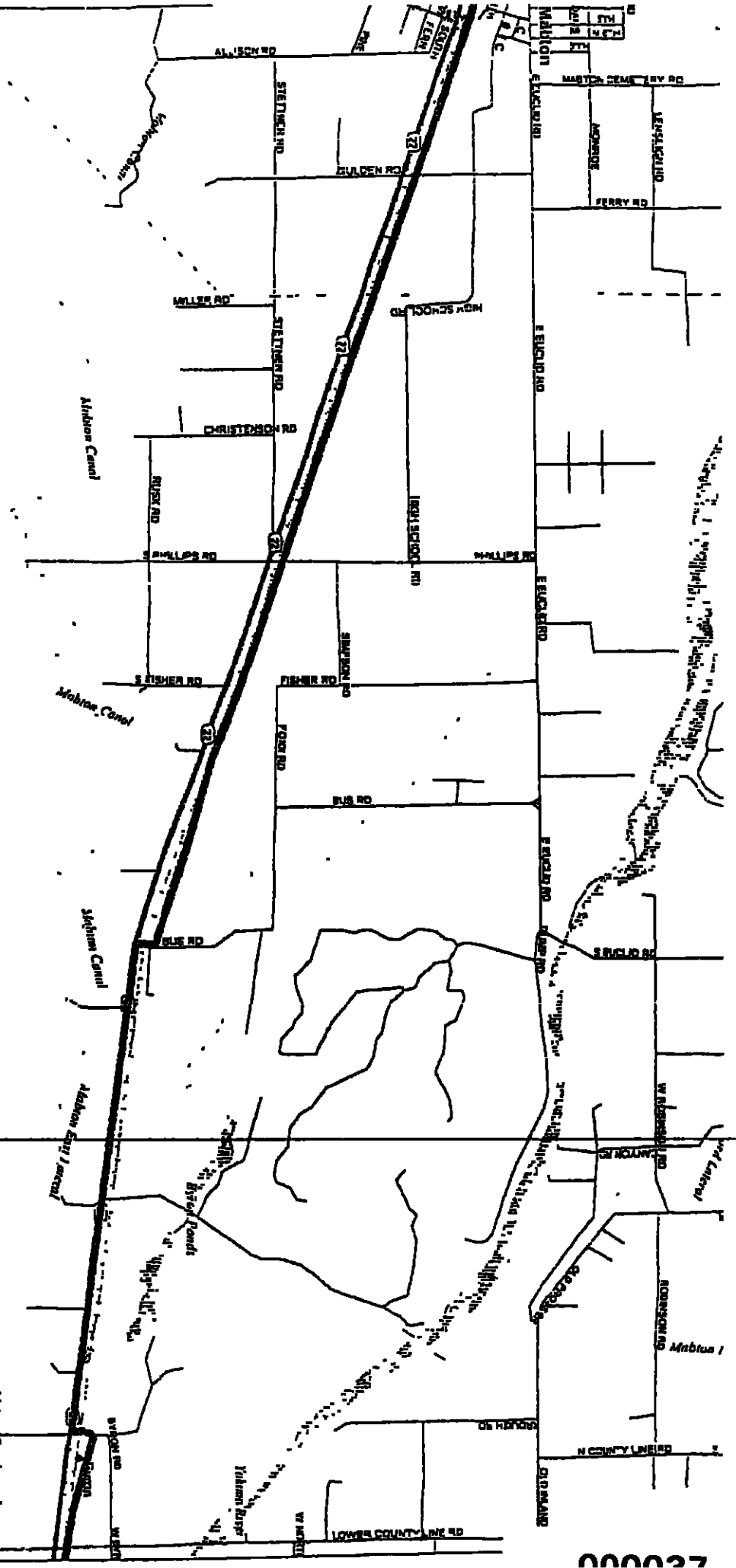


SEA-BOI (1":0.6mi)



SEA-BOI (1":0.6mi)

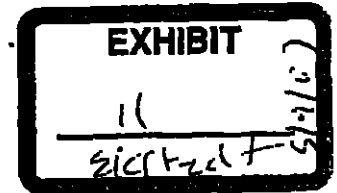
YAKIMA COUNTY



Naches Branch Railroad Rehabilitation (Phase I)

Contact Information

Contact Name: Gary N Ekstedt, P E - Asst Director
Company Name: Yakima County Public Works Department
Address: 128 N 2nd St, Room 408, Courthouse
Yakima, WA 98901
Phone No.: (509) 574-2300
Fax No.: (509) 574-2301
E-mail: gary.ekstedt@co.yakima.wa.us



Project Description

Yakima County proposes **Phase I** of the Naches Branch (Yakima-Naches) Rehabilitation Project. Built as the North Yakima and Valley Railway in 1905, the Naches Branch Railroad (NBR) provided rail service to the Naches and Gleeed areas until ownership and (financial) operation issues in the late 1990's resulted in the railroad's ceasing of operations and partial dismantlement. Pending completion of all legal issues in the rail line, the Washington State Department of Transportation has custodial control over the rail line and its assets. WSDOT has enlisted and Yakima County has agreed to take over from the WSDOT and operate the railroad upon the WSDOT's **successful completion of all legal matters**. At this time, the Surface Transportation Board is considering the liquidation, rail banking, or renewal of operation of the NBR.

In 2001, the WSDOT performed a FRA Class 1 Track analysis of the Naches Branch. This analysis and proposal will address the railway from Milepost 3.00 to 14.33. NBR's rail line between MP 0.0 and 3.0 is presently operational and owned by the BNSF.

Based on this analysis, the rehabilitation of NBR will require, 1) replacement and installation of missing track, 2) replacement of ballast, 3) Rehabilitate and repair grade crossing signals, 4) rehabilitate bridge crossings (as needed), and 5) rehabilitation of rail line (including installation of missing/defective track spikes, joint bars, track bolts, and switch material). The NBR Rehabilitation Project (Phase I) will return the rail line to "Class 1" operational status. A secondary component of Phase I would include the closing of liens held against the NBR (which the WSDOT holds status as primary lien holder).

Rehabilitation costs (estimated)	\$300,000.00
Closing of liens (estimated)	\$200,000.00
Total FRA Request:	\$500,000.00

In the event that closing of liens do not require the use of the entire \$200,000, Yakima County proposes to utilize unspent funds towards "Class-2" improvements.

Project Timetable

The Surface Transportation Board is not expected to make a ruling on the NBR's status until September 2004. If the STB rules that the NBR can return to operation, the WSDOT and Yakima County will begin negotiations for closing all outstanding liens upon successful awarding and availability of FRA funds.

Engineering and design activities will begin at time of funding, and is expected to take six- (6) months. Construction will start after completion of engineering and expected to take 3-4 months. Completion of Phase I is expected to take 9-10 months from time of funding.

000038

Project Costs

How is the annual discount rate calculated?

WSDOT TO COMPLETE SECTION

Local Funding

Yakima County has agreed to assume ownership and operation of the rail line under the condition that it assumes no past debt or liens at time to transfer. However, local support towards the rehabilitation of has been coordinated based on the following

- Use a combination of Railroad, Yakima County, and Inmate Labor.
- Use a combination of RR owned, purchased and rented and Yakima County equipment
- Use of 85 ASCE rail and OTM from the Taunton Siding (Abandoned)

All revenue derived from then operation of the NRB will be reinvested into the rail line

Safety or Emergency Situation Information

Since suspension of operations in 1997 there has been no maintenance performed on the NBR. Some track has been disrupted or removed all together, ballast is "dirty" and vegetation has grown over the entire right-of-way in places. Additionally, rail crossings have not been maintained, prompting the motoring public to disregard crossing warnings.

Preservation of Rail Line

Explain what will result if the project is not funded this year. If the rail line will be immediately abandoned or if the project will restore service on an inactive rail line, the project will receive 20 points

The NBR line has been in disrepair for nearly 5 years and has been partially dismantled by the prior operator. This practice has been stopped and the operation and ownership of the rail line are now subject to a STB ruling.

If the STB rules in favor of maintaining the rail line and FRA funding is awarded, freight rail service will return to the Naches and Gleeed Areas. The WSDOT Rail Office, Yakima County, the City's of Yakima and Naches, private business (i.e. Layman Lumber), and others are in favor of the rehabilitation of the NBR Line. Layman Lumber has expressed interest in transporting their product by rail. The City of Naches envisions the rail line as an important component in their and the Chinook Pass Scenic Byway's tourism plans. Area farmers will likewise have an alternative freight-hauling alternative.

Project Benefits

Avoided Highway Impacts

WSDOT will calculate the net public benefit from these diversions based on published and reviewed academic research

WSDOT TO COMPLETE SECTION

Opportunity Costs

Is there additional / different freight or passenger traffic that could move on this line if proposed project were completed? What other gross profit would a short-line railroad receive if it can capture new business? Are there competitive savings in transportation costs that would be lost if the line ceases operation or that could be obtained if the proposed project is completed?

Farms with access to the rail line will be able to transport goods to and from their locations at a lower cost than surface transportation. Reduced transportation costs for businesses will allow for higher profits.

WSDOT and Yakima County can realize a significant cost savings in road maintenance. Based on figures provided by the WSDOT, transporting freight by railcar can save approximately \$1.71 per freight vehicle mile for every truck removed from WSDOT's and Yakima County's road systems. Based on current production at Layman Lumber, a majority of an estimated 2100 trucks can be removed from state and county roadways at an estimated savings of \$40,000 per year between Naches and Yakima alone. These savings will be compounded as other businesses transition from truck to rail service.

Employment Impacts

State policy now allows employment impacts to be counted for the first two years following the completion of the project. What is the current payroll of jobs that would be saved with this project? What is the projected payroll of jobs that would be created, both on the railroad and in the industries it would serve? For each group of jobs that could be saved or created please provide the company's name, contact person, and phone number.

The NBR line will ensure the economic ability of Layman Lumber to retain employment of over 60 employees. Agricultural businesses along the NBR Line may also experience possible job growth as shipping their goods via rail rather than truck will save significant transportation costs. Any potential savings may allow existing employees to be retained or new staff to be hired. The possibility of tourism-related employment may also be benefited depending the City of Naches and the Chinook Pass Byway Groups development plans.

Business Relocation Costs

If the line were closed what costs would shippers on the line incur in finding and moving to a new location?

The loss of the NBR Line has jeopardized the financial and operational viability of Layman Lumber. An estimated 2100 chip and log-trucks are now being utilized to transport Layman's product. Prior to NBR's ceasing of operations, Layman Lumber was transporting approximately 400 carloads per year. Today, this number could exceed 600. Fuel price increases in 2004, resulted in increased transportation costs could result in loss of jobs, increased cost for Layman Lumber's products, and increased wear and tear on the state and county road systems.

Shipper Costs

If an industry losing rail service starts using trucks at their current location, how much would their transportation costs increase?

The loss of rail service has forced Layman Lumber to transport their entire inventory via truck. Shipping costs, especially fuel costs have risen significantly in 2004, causing additional financial stress on Layman Lumber's ability to compete.

Environmental Impacts

If existing or future business move by truck rather than rail, both fuel usage and pollution increase. Are there any other environmental benefits or concerns that we should consider?

Given that the rail line has been inoperable for several years, the primary environmental impact related to this rail line is the increased CO, PM10 and PM 2.5 contaminants coming from the increased use of truck transport.

Reduced Operating Expenses

Would the proposed grant/loan reduce railroad-operating expenses? For example, if track is improved, do crew costs go down because they can get their work done more quickly? If the rail line gets a new locomotive, will that reduce rental or maintenance costs?

Layman's Lumber has shipped its entire lumber product via semi-truck to vendors, rail yards, sorting yards or other mills. By removing freight movement by truck, Layman's Lumber and all other businesses utilizing the railroad can concentrate their shipments, allowing for

2004 Freight Rail Assistance Application

better coordination with their shippers. This reduces wait times at other shipping yards or vendor distribution sites that require a full load of freight to ship effectively.

Economic Vitality of the Rail Line

WSDOT projects the need of 20 carloads per mile per year (minimum) is needed to ensure the economic vitality of a rail line. Prior to NBR's ceasing of operations, Layman Lumber was transporting approximately 400 carloads per year. Today, estimated 2100 chip and log-trucks per year are now being utilized to transport Layman's product. The volume of railcars that could replace these trucks could exceed 600 per year.

Audited Financial Statement

Provide a copy of your most recent audited financial statement and a copy of your most recent year revenues and expenses. Include amount (if any) of reserve funds as of December 31 of the most recent year.

A state-provided "Estimated Profit/(Loss) and Naches Branch Financial Plan (January 2001) are attached as appendix.

Traffic History

Provide the traffic history for the most recent two calendar years. Include carloads and commodities by shipper. Provide projected car count for each of the next ten years.

There is no traffic history due to ceasing of operations. WSDOT Rail Office maintains an active file on the NBR pending ruling by STB.

Future Project Cost Increases Due to Special Factors

Are you aware of any special factors that would greatly increase the cost of the project if delayed two years or more? Routine inflation is not considered. Please explain.

If delays cause the project costs to increase by 25 percent or more of the original cost, up to 6 bonus points will be awarded.

Initial rehabilitation of this project will re-establish operational status of the railroad to a Class I Standard. Further improvements will be addressed as railroad use dictates. Deterioration and cannibalization of the existing rail structures due to previous mismanagement and neglect is a prohibitive factor in the operation of the rail line. Eventual revenue generated by the operation of the rail line will be reinvested into the railroad, however, this funds are likely to be insufficient to address "significant" future preventative maintenance improvements, thus requiring future FRA funding.

Efficiency Description

Please describe how the project will make rail line operation or more efficient to operate.

This project will re-establish the rail line to a "Class - I" rail line. Yakima County is pursuing funding for rehabilitation and installation of rail crossings along proposed route. This project will decrease transport time between the Layman Lumber Mill Site and the BNSF Main line at Yakima.

Shippers List

List the shippers that use the rail line our facility today. Include contact person name, company name, and phone number. In addition, provide evidence of local support and shipper commitment for this project. Examples include letters of support from shippers.

There is no traffic history due to ceasing of operations. WSDOT Rail Office maintains an active file on the NBR pending ruling by STB.

EXHIBIT 3

Transportation Enhancement Report



Washington State
Department of Transportation

Agency Name and Project Title
Naches Rail Line Preservation & Reactivation
Project (Phase I)

Contractor
Project not yet advertised or awarded

Project Description

Yakima County proposes a three-stage process to preserve the NBR Line Phase I includes, 1) Seek financial closure of outstanding liens against the rail line, 2) obtain ownership of the rail line upon successful completion of item "1", and Phase II, Reconstruct and rehabilitate rail line for resumption of rail services between Yakima and Naches

Recent Progress

Yakima County has submitted grant and federal earmark requests for funding to complete effort to terminate the liens These competitive efforts have not been successful In October 2004 the Surface Transportation Board denied an adjacent property owner's request to terminate the line and has allowed all interested parties to undertake rail-banking activities An appeal to this ruling was denied in September 2005, sighting the public benefit of preserving the rail line Yakima County continues to strategize and seek funding assistance to return the railroad to operation

Schedule and Scope changes

(Explain why the project has advanced or delayed since the last update)

This is the first report regarding the Naches Rail Line.

Environmental Impacts / Compliance

As an existing railroad right-of-way, there are no environmental impacts for rail banking the line

Federal fund Impacts

(Federal funds are included in this project for which phase(s))
Yakima County seeks federal funds to preserve the rail line Local, state and federal funds will be sought for rehabilitation and reconstruction phases of this project

Project Milestones	Scheduled	Attained	Milestone Outlook
Environmental Documents Approved	6/2006	M/Y	FONSI - Seeking clearing of financial and legal issues
RW Complete	Complete	M/Y	Transfer of Right of way (ownership) approved with transfer from WSDOT
Contract Advertised	6/2006	M/Y	Phase II - Rehabilitation (pending future funding)
Contract Awarded	8/2006	M/Y	Pending future funding
Groundbreaking	TBD	M/Y	Pending future funding
Open to Traffic	TBD	M/Y	Pending future funding

Project Cost Summary:	Dollars in millions	Percent of total	2005-07 Cash Flow (expenditures billed to WSDOT):			
			Date	Planned	Revised	Actual
Preliminary Engineering	\$0 m	0 %	8/05	\$		
			11/05	\$		
Right-Of-Way	\$0 m	0 %	2/06	\$		
Construction	\$0 m	0 %	5/06	\$		
Total Project Cost	\$0 20 m	0 %	8/06	\$ 200,000		
			11/06	\$		
			2/07	\$		
			5/07	\$		
			6/07	\$		
Total Grant Request. \$ 200,000 00			Total 05-07	\$200,000		
			Carryover of 05-07	\$		
			Total 07-09	\$ 300,000		
			GRAND TOTAL	\$ 500,000		

Agency Contact Information

Gary N Ekstedt - County Road Engineer, Yakima County Public Services (509) 574-2300, Email gary.ekstedt@co.yakima.wa.us

000042

FFY 2004-2006
Yakima Valley RTPO
Transportation Enhancement Funding
Project Application Form
This application is available at the YVCOG website www.yvcog.org

Part 1. Project Summary	
Project Title:	Naches Rail Line Preservation & Reactivation Project (Phase I)
Project Description: <i>(One to two sentences)</i> Yakima County proposes a three-stage process to preserve the NBR Line 1) Seek financial closure of outstanding (liens) against the rail line, 2) Obtain ownership of the rail line upon successful completion of "1)", and 3) Reconstruct and rehabilitate rail line for resumption of rail services between Yakima and Naches	
Project Location: <i>(attach 8x10 vicinity map)</i> See Attached Vicinity Map	
Contact Name/Title:	Gary N Ekstedt, P E – Yakima Co Road Engineer
Applicant Agency:	Yakima County
Phone Number:	(509) 574-2300
Email Address:	gary ekstedt@co yakima wa us
ATTACHMENTS <i>(check items attached)</i> ☒ Vicinity Map (8.5"x11") [Required] ☐ Certification Acceptance (CA) sponsor form [Required if Applicant is not a CA agency] ☒ Cross-section, drawing or photos [optional] ☒ Letters of support [optional]	
Type of Project or Program: <i>(Check all that apply)</i>	☒ Provision of facilities for pedestrians and bicycles ☐ Provision of safety and educational activities for pedestrians and bicyclists ☐ Acquisition of scenic easements and scenic or historic sites ☐ Scenic or historic highway programs (including the provision of tourist and welcome center facilities) ☐ Landscaping and other scenic beautrification ☐ Historic preservation ☒ Rehabilitation and operation of historic transportation buildings, structures, or facilities (including historic railroad facilities and canals) ☒ Preservation of abandoned railway corridors, including the conversion and use thereof for pedestrian or bicycle trails ☐ Control and removal of outdoor advertising ☐ Archaeological planning and research ☐ Environmental mitigation to address water pollution due to highway runoff or reduce vehicle-caused wildlife mortality while maintaining habitat connectivity ☐ Establishment of transportation museums

Part 2. Project Costs and Funding				
Project Financial Summary				
Total Project Cost		\$200 000 00	Note: There is no funding match required Projects may request 100% Enhancement grant funding	
Total Enhancement Grant Request:		\$200,000.00		
Project Cost by Element (In whole dollars, below):				
Project Phase (e.g. planning, preliminary engineering/design, property acquisition, construction, program implementation)	Estimated date (month/year)	Enhancement funds requested	Non-Enhancement commitments (if any)	
Prog Implementation	January 2006	\$200,000 00	\$0 00	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
Total Project Cost (Sum of all costs identified above)		\$200,000 00		
Non-Enhancement commitments (if applicable – please include funding commitment letters as attachments)			Is any of this in-kind contribution?	
Local Commitment	From Project Applicant	\$	☐ Yes	☐ No
	From Project Partner(s)	\$	☐ Yes	☐ No
Total Non-Enhancement funding		\$200,000 00		

PART 3. Project Narrative

1 Describe how the project supports the intent of the federal TEA 21 Enhancement Program This project specifically complies with the item # 8 (Preservation of Abandoned Railway Corridors), item #7 (Rehabilitation and Operation of Historic Transportation Buildings), and item #1 (Provision of Facilities for Pedestrians and Bicycles) of The TEA-21 Enhancement Program Yakima County has committed itself to return the Naches Rail Line to an operational status

The NBR is presently inoperable due to suspended construction and is facing receivership action Yakima County has agreed to take public ownership of the rail line pending the clearing of all legal and financial obstacles Yakima County began rail-banking activities in 2005 for the preservation of the rail line In October 2004, the Surface Transportation Board (STB) denied an adjacent property owner's request to terminate the line and has allowed all interested parties to undertake rail banking, and/or renewal (rehabilitation) activities for the operation of the NBR

Stage Three of the Project (the rehabilitation of the rail line) will return the NBR to a "Class-1" operation status This will allow for historical and potential shippers to transport commodities to the BNSF Main Line at the NBR's southeastern terminus This project will reintroduce freight (and potentially passenger) rail service to the City of Naches and the rest of the Naches Valley The City of Naches, a partner in the Chinook Pass Scenic Byway (Mather Memorial Parkway), has discussed the possibility of running a tourism-based trolley service between Yakima and Naches to complement their Scenic Byway plans In the summer of 2005, the City of Naches received a \$400,000 congressional appropriation for rehabilitation of the Naches Train Depot This project will complement the City of Naches' Depot efforts and return freight rail service to the region.

Yakima County is considering a "Rail & Trail" combination that would allow for a separated pedestrian/bicycle pathway and an equine trail to be located along the railroad right of way that would allow for the extension of the Yakima Greenway trail system to Naches, WA Yakima County must successfully rail bank the NBR before any trail extension activities are practical

2 Describe how the project is regional in nature (i.e. enhancement benefiting multiple jurisdictions)

Built as the North Yakima And Valley Railway in 1905, the NBR provided rail service to the Naches and Gleeed areas until ownership and (financial) operations issues in the late 1990's resulted in the railroad's ceasing of operations and partial dismemberment The length of the NBR runs through two cities (Yakima and Naches), Yakima County, and parallel to the State owned/maintained Highway 12

Yakima County has documented interest of potential shippers A historic shipper on the line, Layman's Lumber (located at the end of the rail line near Naches, WA, presently must ship all of its timber commodities via truck along Hwy 12 The transference of a significant portion of these shipments to freight rail will reduce of opportunity for vehicle related accidents and congestion along city of Yakima Roads Opportunities would also exist for the development of "trans-loading" facilities along the rail line, which will improve freight rail access to other potential shippers in the Cowiche/Tieton/Naches Area

Comparable to Yakima County's rail efforts to the mid-western part of the county via its TSWR Rail Line (Toppenish to White Swan), an operational NBR line will increase transportation alternatives to agriculture and business in the Northwestern part of the county, while reducing the impact on local, county, and state roadways

3 Describe the extent to which the project relates to the Regional Transportation Plan goals and policies Demonstrate how the project is compatible with Growth Management plans and policies, or other planning documents and policies Describe the project's public involvement process.

This Project addresses

- "System Efficiencies" "Contributing to a Strong Economy and Good Jobs", "Moving Freight", and "Building Future Visions" components of the Washington Transportation Plan
- "Transportation" Component of the City of Naches' 20-Year Comprehensive Plan (Vision 2010)
- Yakima County Plan 2015 "Transportation" Component
 - Purpose Statement T-5 – [Safety],
 - Purpose Statement T-6 – [Mobility],
 - Purpose Statement T-7 – [Economic Development], and
 - Purpose Statement T-8 – [Alternative Modes]
- Yakima County Plan 2015 "Parks and Open Space" Component
 - Purpose Statement [Goal POS-RF 2] – Provide and facilitate development of a range of parks services to effectively meet the needs and interests of Yakima County residents
 - Purpose Statement [POS-RF 2 3] – Encourage and assist local communities in their development of park and recreational services to meet incorporated populations' needs and facilitate connections with nearby recreation opportunities
 - Purpose Statement [POS-RF 3 1] – Ensure acquisitions and development reflect interconnected system of facilities, trails, and open space

This project will be listed on the Yakima County Capital Facilities Plan (pending funding) and will be added to Yakima County's 20-year Comprehensive Plan, currently being updated Community involvement, and comment will be available as per state law

4. Demonstrations of local and/or regional support or partnerships

- Non-partner letters
 - City of Naches
 - Washington State Department of Transportation
- Plans/policy documents
 - Washington Transportation Plan
 - Yakima County Plan 2015 ("Transportation" and "Parks and Open Spaces" Components
 - City of Naches 20-year Comprehensive Plan
- Partnerships

See attached Documents

5. Describe how the project is inter-modal or is accessible to multiple modes of transportation The NBR has the capability to host four modes of transportation, Freight Rail, Passenger Rail bicycle, and pedestrian traffic Tourism can benefit through the development of Passenger Rail (Trolley) activities, and eventually bicycle and pedestrian activities as part of a "Rail & Trail" system extending from the Yakima Greenway (Yakima) to destinations in Naches (Depot), and places in between (Suntides Golf Course) Accommodations for equine trails are also being considered

By definition, the NBR, upon restarting of operations, will provide area businesses with a low-cost freight-hauling alternative to trucking Trans-loading facilities and other business facilities could (re)locate along the rail line, spurring economic development opportunities

6 Describe how the project fills a gap in an alternative mode transportation comdor or completes a project

Resurrection of the NBR will return a 90-year long freight rail service back into operation and turn a nearly abandoned private asset into an economically beneficial public asset At present a State Route (Hwy 12), and two county roads (Old Naches Hwy and S Naches Road) serve only motorized traffic modes, with little or no safe options for alternative transportation modes

Long a cost effective mode of freight transport, the operation of Naches Rail Line will allow area businesses and industries more flexibility in transporting their goods to regional, national, and international markets. Presently, Naches/Cowiche/Tieton area farms and business' must truck their goods to Yakima or other distribution locations to then be transferred (usually via rail) to their final destinations. By accessing rail service within a short distance of their origin, shippers can reduce "time-sensitive" and "inter-modal transfer" financial losses, deliver perishable goods sooner, and receive needed goods/supplies at a more efficient cost. As witnessed in recent months, gas/diesel fueled freight trucks are experiencing spikes in transporting costs, thus putting a damper on local agriculture. Freight rail will provide a low-cost alternative to surface (motorized) freight services.

Eventual extension of the Yakima Greenway to the City of Naches (and their connection to the Chinook Pass Scenic Byway), will nearly double the length of the Greenway, and provide pedestrians and bicyclists with their first true continuous route extending from Naches to Union Gap. There does not presently exist any separated bicycle or pedestrian facilities that provides such a service (instead, users must use shoulders along county roadway or state routes).

The return of this rail line can eventually bridge governmental jurisdictions, business (economic) developments, public activity opportunities, and scenic assets.

7 Describe the project's other unique characteristics or additional aspects that should be considered such as . Is the project utilizing state of the art technology or design? Does it include any ADA features? What are some of the project's innovative aspects? What is the public benefit? Is there any urgency?

- In October 2004, the Surface Transportation Board (STB) denied an adjacent property owner's request to terminate the line and has allowed all interested parties to undertake rail banking and/or renewal (rehabilitation) activities for the operation of the NBR. In September 2005, the STB again denied an appeal by the property owner to abandon the NBR, stating that the return of rail operations is in the public interest.
- Any future "Rail & Trail" facilities that may develop along this route will be ADA compliant allowing for the first time direct access, between the City of Naches and the Yakima Metropolitan Area, for county residents with physical or economic mobility limitations with a safe and dedicated transportation system.
- Equestrian facilities (trails) are being considered, where appropriate, on the line.

8 Describe the plan for maintaining the project once completed.

- Yakima County will contact with a qualified railroad operator to operate and maintain the rail line. As a county-own asset, the contracted operator would be required to maintain and operate the line at pre-determined county standards, funded through revenues generated through its common carrier obligation agreements. If the operator does not meet their maintenance and operational requirements, Yakima County may contact with other operators. ~~Funding for future improvements, enhancements, or developments to the rail line will be at the discretion of Yakima County in partnership with all~~
- As part of any "Rail & Trail" Pathway system, an operation and maintenance agreement involving Yakima County, the railroad operator, the City's of Yakima & Naches, and the Yakima Greenway will be developed and adopted. Self-sustaining funding sources from all or some of the parties involved will be required to maintain the pathway system.

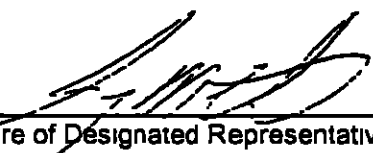
PART 4. Applicant Signature

Project Verification and Endorsement

Costs identified above represent the best available estimates to accomplish the work described herein. Local commitments identified above are available and will be applied to the project if it receives the requested Enhancement grant. I realize that the use of federal funds for this project entails administrative and project compliance requirements over which Yakima Valley RTPO has no control, and for which this agency or organization will be responsible. This project has the full endorsement of the governing body/leadership of this agency or organization.

Gary N Ekstedt, P E – Yakima Co Road Engineer

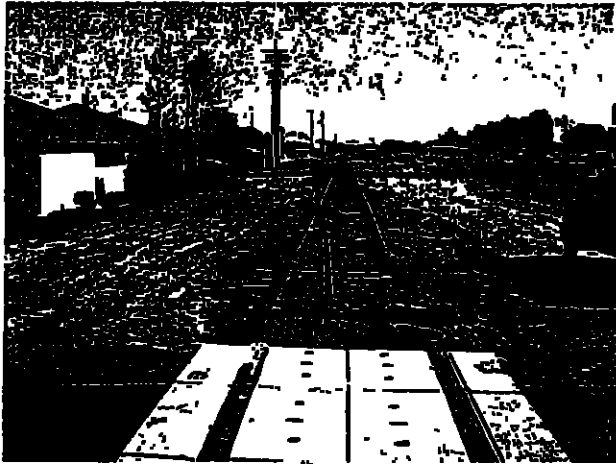
Name and Title of Designated Representative



Signature of Designated Representative

September 28, 2005

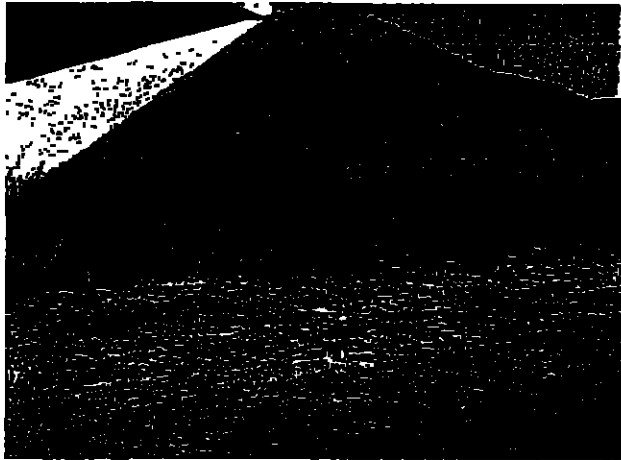
Date



Dismantled track near 40th & Fruitvale Developers At Lakeside Development installed high quality concrete rail crossing panels to access site (bottom)



Crossing at SR 12 / 40th Avenue Interchange railroad continues under overpass (center)



Base course and rail covered with vegetation



Overgrowth near SR 12 / Ackley Rd Intersection



Bicyclist entering SR 12 from 40th Ave on-ramp as freight trucks pass



Bicyclist continues traveling north on SR 12 NBR rail line (center-left) could support bike lane

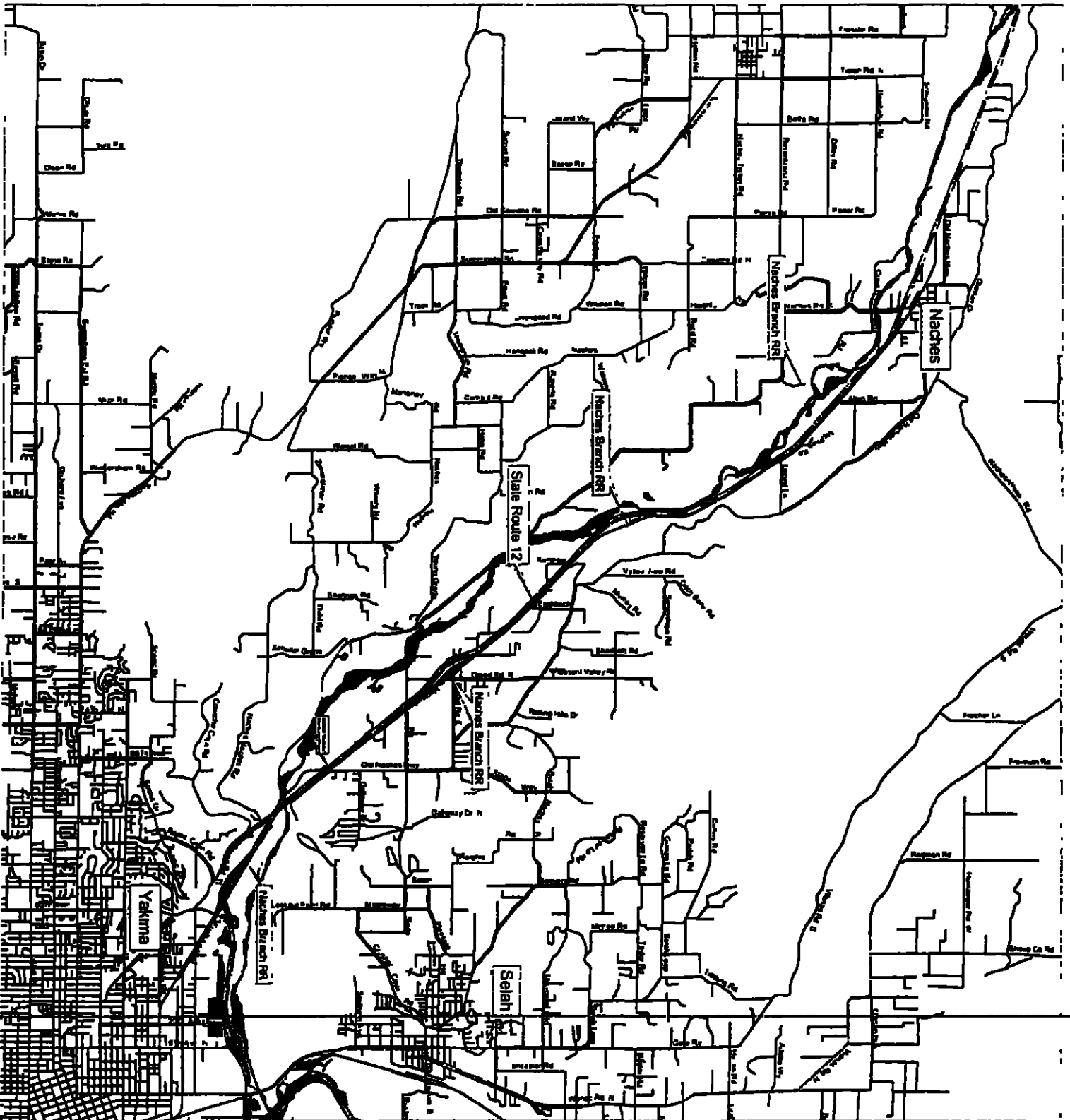
SITE MAP

Naches Branch RR
2004-06
Transportation Enhancement

-  Railroads
-  State & Fed Roads
-  Tourist & Pedestrian Lymphatic Routes
-  Recreational Routes
-  Tourist Routes
-  All Roads



Copyright (C) 2005 Yakima County
This map was derived from several databases. The
County cannot accept responsibility for any errors
therein or for any omissions for this product.





Washington State
Department of Transportation
Douglas B. MacDonald
Secretary of Transportation

September 21, 2005

South Central Region
2209 Rudman Road Union Gap
P O Box 12550
Yakima WA 98909 2560

FNA

2005 SEP 25 3:11 PM
509 541-1600
TTY 509-833-6158
www.wsdot.wa.gov

Alan Adolf
128 N. 2nd St
Courthouse, 4th Floor
Yakima, WA 98901

Dear Mr. Adolf,

WSDOT supports Yakima County's efforts to bring the Naches Rail Line back into public ownership. We concur that this project will provide a public benefit with the resumption of rail service or a pedestrian pathway. Currently WSDOT does not have any funds to contribute to this project. However, as a significant lien holder, WSDOT is willing to forgive the lien if the railroad is transferred to public ownership.

This project could complete a valuable link in the regional non-motorized transportation system by extending the Yakima Greenway trail system to Naches, WA. A separated trail along US 12 would be a regionally significant safety improvement for non-motorized travel.

Sincerely,

Don Whitehouse, P.E.
Regional Administrator

DW/bp

Cc: Planning
Program Management

000051

IX. GOALS AND POLICIES

This section presents the land use goals and policies for the town of Naches. Table 5: Transportation Element Goals & Policies shows the relationship between the town's goals and policies and GMA Goals, County-wide Planning Policies and Vision 2010 goals and objectives.

GOAL 1

To develop, maintain, and operate a balanced, safe, and efficient multimodal transportation system to serve all persons, special needs populations and activities in the community.

- Policy 1.1 Develop a future transportation system which encourages flexible, adaptive and multiple uses of transportation facilities and services.
- Policy 1.2 Implement measures that will relieve pressures on the existing transportation infrastructure by approaches that include, but are not limited to:
- a. Multimodal transportation alternatives
 - b. Land use coordination
 - c. Prioritized improvements
- Policy 1.3 Integrate, coordinate and link the connections and transfer points between all modes of transportation.
- Policy 1.4 Work with the Washington State Department of Transportation, Yakima County, the PTBA authority, and other local jurisdictions in adequately siting park and ride lots in the Naches area.
- Policy 1.5 Minimize potential conflicts between bicycle and automobile traffic by providing signage at intersections of bike trails with roadways.
- Policy 1.6 Encourage the location of bicycle racks at appropriate destination points, such as outside of downtown commercial businesses, parks, and schools.
- Policy 1.7 Provide and promote the development of pedestrian and bicycle paths to schools, parks, and activity centers, as well as linkages between these paths.
-
- ~~Policy 1.8 The Town shall include the need to accommodate bicycles safely in its management and design of the town street network, including designating bicycle routes throughout the town.~~

GOAL 2

To ensure that transportation facilities and services needed to support development are available concurrent with the impacts of such development, which protects investments in existing transportation facilities and services, maximizes the use of these facilities and services, and promotes orderly compact growth.

- Policy 2.1** To maintain its rural and small town character, Naches adopts a level of service standard C for arterials within its jurisdiction. The Town will not have an adopted level of service for transit until such time that a PTBA facility is implemented and transit level of service definitions have been adopted by that agency.
- Policy 2.2** For all other roadways within the town, level of service standards shall be strictly advisory and shall only be used as guidelines.
- Policy 2.3** The Town shall not issue development permits where the project requires transportation improvements that exceed the town's ability to provide these in accordance with the adopted level of service standards. However, these necessary improvements in transportation facilities and services, or development of strategies to accommodate the impacts of development may be provided by the developer.
- Policy 2.4** The Town shall produce a financially feasible plan for capital improvements which are needed to maintain levels of service.
- Policy 2.5** The design and improvements to Naches' transportation system should accommodate not only existing conditions, but projected growth based on realistic evaluation of the impact of national, state, regional, and local planning policies.
- Policy 2.6** New development shall be allowed only when and where all transportation facilities are adequate at the time of development, or unless a financial commitment is in place to complete the necessary improvements or strategies which will accommodate the impacts within six years; and only when and where such development can be adequately served by essential transportation facilities without reducing level of service elsewhere
- Policy 2.7** The Town should actively solicit action by the State and Yakima County to program and construct those improvements to State and County arterial systems which are needed to maintain the level of service standards adopted in Naches.
- Policy 2.8** The Town shall require developers to construct streets directly serving new development, and pay a fair-share fee for specific off-site improvements needed to mitigate the impacts of development. The Town shall also explore with developers ways that new development can encourage van pooling, car pooling, public transit use and other alternatives and strategies to reduce single occupant vehicle travel.
- Policy 2.9** All new streets and existing streets needing reconstruction shall be built to the town's street standards

- Policy 2.10 Coordinate land use and public works planning activities with an ongoing program of long-range financial planning, in order to conserve fiscal resources available to implement the Transportation Improvement Program (TIP).
- Policy 2.11 The timing of implementing actions under the comprehensive plans and elements shall be based in part on the financial resources available to fund the necessary public facilities.
- Policy 2.12 High priority for funding shall be granted to projects which are consistent with goals and objectives adopted by the Town Council.
- Policy 2.13 Projects shall be funded only when incorporated into the Town budget, as adopted by the Town Council.
- Policy 2.14 The Town will encourage the maintenance and safety improvements of existing roads as a priority over the creation of new roads, wherever such use is consistent with other objectives.

GOAL 3

To recognize pedestrian movement as a basic means of circulation and to assure adequate accommodation of pedestrian and handicapped persons needs in all transportation policies and facilities.

- Policy 3.1 The Town shall require developers to include sidewalks in new plats.
- Policy 3.2 Naches will promote the creation of a pedestrian oriented downtown commercial area by:
- a. Creating an environment where development of pedestrian facilities is encouraged and automobile use is optional.
 - b. Modifying the placement of new buildings in ways that encourage pedestrian activities by making streets more attractive routes for walking.
 - c. Encouraging side and rear yard parking areas by restricting parking lots in front of commercial businesses.
- Policy 3.3 The Town will improve pedestrian access through public improvements, sign regulations, and development standards. The maintenance of public and private improvements should be given priority commensurate with downtown's role as the focal point of the community.
-
- Policy 3.4 Naches will work to develop mechanisms to increase public safety and enhance local mobility, yet maintain ease of movement of traffic through the town.

Policy 3.5 The design and management of the street network shall seek to improve the appearance of existing street corridors and shall incorporate high standards of design when developing new streets, including construction of sidewalks. Where appropriate landscaping measures shall be implemented to enhance the appearance of town street corridors. To the extent feasible without impairing street capacity, safety, or structural integrity, trees along street right-of-ways should be encouraged.

Policy 3.6 Whenever the town contemplates reconstruction or major maintenance work on a town street not having sidewalks, the ability to provide sidewalks at that time shall be fully explored. This may include the identification of potential funding sources; aggressive promotion of a LID to finance the sidewalk portion of the work; and including sidewalks as an "alternate" in construction bid documents.

GOAL 4

To ensure adequate parking in the downtown commercial area which supports economic growth, and is consistent with downtown design and pedestrian circulation goals.

Policy 4.1 On-street parking will be allowed in the downtown area to form a buffer between pedestrians and street traffic, reduce the speed of traffic, and provide for short term parking needs.

Policy 4.2 Naches should explore alternative methods of ensuring the adequate provision of parking for new and existing commercial and residential development in the downtown commercial area, while reducing the amount of parking provided by individual developments and influencing the location and type of parking in ways that promote pedestrian mobility and minimize pedestrian/vehicular conflicts. This includes, but is not limited to:

- a. Installing directional signage to public parking areas.
- b. Encouraging the use of joint-use parking opportunities utilizing existing parking for churches, public buildings and stores. Separating short (< 2 hrs), intermediate (2-5 hrs) and long-term (> 5 hrs) parking uses; on street parking reserved for short term, and long term parking provided in lots on the periphery on the downtown commercial area.
- c. Adding public parking as part of the downtown development, which will serve both shoppers and visitors to downtown.

GOAL 5

To manage, conserve and protect Naches' natural resources through a balance of development activities complemented with sound environmental practices.

Policy 5.1 New transportation facilities should be designed in a manner which minimizes impacts on natural drainage patterns and soil profiles.

- Policy 5.2 Promote the use and development of routes and methods of alternative modes of transportation, such as transit, bicycling and walking, which reduce Naches' consumption of non-renewable energy sources.
- Policy 5.3 Based on current federal and state policies aimed at reducing auto-related air pollution, employers affected by these policies must implement programs to reduce the number of employees commuting by single occupancy vehicles through such transportation demand strategies as preferential parking for carpools/vanpools, alternative work hours, bicycle parking, and distribution of transit and ridesharing information.
- Policy 5.4 Transportation facilities and services should be sited, designed, and buffered (through screening and/or landscaping) to fit in harmoniously with their surroundings. When sited within or adjacent to residential area, special attention should be given to minimizing noise, light and glare impacts.

GOAL 6

To actively influence the future character of the town by managing land use change and by developing town facilities and services in a manner that directs and controls land use patterns and intensities.

- Policy 6.1 Coordinate land use planning with the facility/utility planning activities of agencies and utilities identified in this comprehensive plan element. Adopt procedures that encourage providers of public services and private utilities to utilize the Land Use Element of this Plan in planning future facilities.
- Policy 6.2 The cities and counties in the region should coordinate transportation planning and infrastructure development in order to:
- Ensure a supply of buildable land sufficient in area and services to meet the region's housing, commercial and employment needs; located so as to be efficiently provided with public facilities and services.
 - Ensure protection of important natural resources;
 - Avoid unnecessary duplication of services.
 - Avoid overbuilding of public infrastructure in relation to future needs.
- Policy 6.3 Recognize the important role that public facilities and programs such as sidewalks and street lights play in providing a healthy family environment within the community.
- ~~Policy 6.4 Work with local, regional and state jurisdictions to develop land use development strategies that will support public transportation.~~
- Policy 6.5 Consider the impacts of land use decisions on adjacent roads. Likewise, road improvements should be consistent with proposed land use densities
- Policy 6.6 Work closely with the Washington State Department of Transportation to remedy land use conflicts in regard to SR-12.

GOAL 7

To provide a comprehensive system of parks and open spaces that responds to the recreational, cultural, environmental and aesthetic needs and desires of the town's residents.

- Policy 7.1 Recognize the important recreational transportation roles played by regional bicycle/trail systems, and support efforts to develop trails through Naches as part of a regional trail system.
- Policy 7.2 Support the development of paths and marked roadways which link the bicycle trail with Naches' other resources.

CONSIDERATIONS

Open space in Yakima County comes in many forms, and includes lands in both public and private ownership. Some open space is available to the public, while other areas are closed to public access. A large portion of Yakima County is owned and/or managed by federal, state or tribal interests. These lands comprise the bulk of our open space and provide the majority of Yakima County's recreational opportunities.

Yakima County currently provides formal park services at eight sites covering a total of 313 acres. These facilities include one regional park (Eschbach Park), four community parks (Lower Naches, West Valley, Sunnyview and Ahtanum Youth), one boat launch area (Euclid Bridge) and a rest area (near the Sunnyside Diversion Dam). The County's Parks Department manages the parks and rest area, while Public Works manages the boat launch.

The County's original rural zoning and subdivision regulations have allowed lots down to one-half acre in size most anywhere in the County. This permissiveness has resulted in a sprawling rural land use pattern that has consumed large areas of open space. Relatively little of the County has been developed at urban densities, and even somewhat urban areas retain an open feeling.

Since much of this land is privately owned, however, the perception of open space depends on the market for development.

A Yakima County recreation assessment survey done in September of 1995 confirmed that parks and open space are needed, yet residents are reluctant to pay for new parks. Despite this attitude, public officials planning for the long term must be aware of the consequences of not providing additional

parks and recreational opportunities as the area grows. If an acquisition and development program is not implemented, the costs of recreation will eventually become prohibitive as land options diminish. With no land available, the opportunity to build new parks will be lost forever.

During the development of *Plan 2015*, several strategies that relate to park program administration, future facilities development (including new site acquisitions) and the day to day operations of Yakima County's park facilities. These recommended strategies include:

Tax Incentives

Yakima County has an Open Space Tax Program which encourages the preservation of Agricultural and Timber lands in open space by reducing the tax assessments on them. Open space lands other than those in agricultural and timber production can also qualify for reduced assessments if they would provide some public benefit by being preserved in their current use or natural state.

Critical Areas Ordinance Enforcement

The provisions of Yakima County's adopted Critical Area Ordinance (CAO) also produce open spaces through the establishment of vegetative buffers along our streams and wetlands. These vegetative buffering provisions were established to support the functional properties of wetlands and stream corridors. These include flood water storage, streambank and shoreline stabilization, erosion prevention, and migratory corridors for wildlife.

Shareholders' Recommendations

The Shareholders preferred land use scenario (Alternative B) advocated a land use pattern that would keep the County's most remote and undeveloped areas at low densities that would require little public investment. In

addition, the large lots in these areas help preserve a feeling of openness. That scenario has been modified by the planning commission to encourage greater use of clustering in rural areas, with the ancillary benefit of maintaining open space.

Spreading the Costs

The Parks and Open Space Advisory Committee that centers around three primary funding sources recommended a financing strategy. These are described below and have been incorporated into the six year Capital Facilities Plan.

Conservation Futures Levy

The Parks and Open Space Advisory Committee recommended that the County initiate a conservation futures levy amount of \$.05 per \$1,000 assessed valuation. Based on today's assessed valuation, this would generate about \$312,000 annually. The money can only be used for park and shoreline acquisition.

Local General Obligation Bond

The proposed development of a Mid Valley Regional Park received the highest priority from the Parks and Open Space Advisory Committee. While the Conservation Futures Levy can be used to purchase the land, it cannot be used to develop the park. Because of its size and nature, this site could easily exceed \$5 million to develop. The best way it could be developed in a reasonably short time would be with a tax supported General Obligation (G.O.) bond. Because this park is designed to serve primarily the area below Union Gap, it is recommended that the G O Bond only cover this area.

Capital Improvement Fund

The County Parks Department has had difficulty planning for facility improvements because funding has been on a year-to-year basis. Without predictable funding, the Department has also lacked matching funds

for grant requests. Because of these problems and the need to budget for park development, the County should establish a set amount for park improvement and development through a capital improvements fund. The recommended amount is \$100,000 annually. This money could also be used as leverage for grants as they become available.

The above strategies and funding sources, leveraged with state grants, will put Yakima County in position to meet the future demand for park and open space facilities.

PARK AND OPEN SPACE: GOALS AND POLICIES

The first set of goals and policies for Yakima County's Parks and Open Spaces address open space in a broader sense than that found in a public park setting. They were developed and recommended by the Shareholders. The remaining goals and policies deal with Yakima County's role as a provider of formal park and recreation services. These were reviewed and forwarded by the Parks and Open Space Advisory Committee.

PURPOSE STATEMENT POS 1

Open space comes in various sizes, shapes, and types, and performs various functions. Categories of open space include hazardous critical areas; ecological critical areas; long-term commercially significant resource lands; recreation, education, and cultural sites; lands which shape urban form by defining where one city ends and the next begins; aesthetic value lands; and urban reserve lands. The way that Yakima County defines and protects its open space will depend on which functions of open space it emphasizes.

Undeveloped, undisturbed lands are obvious examples of open space. Yet lands which are actively farmed or even logged periodically can also create a sense of openness. The following goal and policies address the other functions of open space.

GOAL POS 1: Encourage the retention of open space and development of recreational opportunities.

POLICIES:

POS 1.1 Include hazardous critical areas, ecological critical areas, long-term commercially significant resource lands, lands which shape urban form, aesthetic value lands, selected cultural resources (archaeological sites, historic landscapes, and traditional cultural properties) and urban reserve lands in the County's definition of open space lands.

POS 1.2 Consider amending the open space assessment program to provide additional points for contiguous parcels that provide open space corridors or increase the continuity of other designated open space areas.

POS 1.3 Consider additional incentive programs to protect open space.

POS 1.4 Consider outright purchase, purchase of public access easements, or purchase of development rights to protect or to give public access to open space that the County considers to be of exceptional value.

POS 1.5 In identifying lands that the County wishes to recognize as open space, consider the following functions and benefits:

- Active and passive recreation.
- Direct health and safety benefits (flood control, protection of water supply, groundwater recharge areas, cleansing of air, separation from hazards).
- Important critical areas and natural systems (such as shorelines and wetlands) and other areas needed to protect wildlife diversity and habitat.
- Boundaries between incompatible uses and breaks from continuous

development, to shape land use patterns to promote more compact, efficient-to-service development.

- Commercially significant resource lands and jobs.
- Economic benefits including increased property value and increased tourism business.
- Links to the past (cultural and historic sites).
- Educational and cultural benefits (zoos, aquariums, community centers, cultural and historical sites).
- Natural features and spaces that help define community image and character.
- Visual or physical connections between cities, towns or neighborhoods.
- Greenbelts that help shape urban growth patterns and maintain the separate character of neighboring cities.
- Aesthetic focal points that foster civic pride.
- Public and private outdoor recreation.

POS 1.6 Develop a framework plan for open space in Yakima County that includes, but is not limited to, open space used for public outdoor recreation.

POS 1.7 Provide ways and means to maintain open space lands to ensure that they continue to provide the desired functions.

POS 1.8 Provide a process for reviewing, accepting, preserving and maintaining donations of open space lands.

PURPOSE STATEMENT POS-PA 2

Yakima County's park system administration has been primarily oriented to maintaining the existing County parks. One reason the County has not offered more park and recreation services is the lack of an adequate operating budget. However, the public's demand for more of these services has grown substantially. The following goal and

policies encourages coordinated service provision, enhanced communication and funding techniques that will strengthen the County's park system

GOAL POS-PA 2: Provide and facilitate development of a range of parks services to effectively meet the needs and interests of Yakima County residents

POLICIES:

POS-PA 2.1 Coordinate the provisions of park and facility services between city, town, state, federal and private recreation providers in Yakima County to ensure area leisure needs are met.

POS-PA 2.2 Coordinate with school districts to provide community use of school facilities.

POS-PA 2.3 Encourage and assist local communities in their development of park and recreation services to meet incorporated populations' needs and facilitate connections with nearby recreation opportunities.

POS-PA 2.4 Increase interaction and communication with the public through newsletters and the formation of special interest groups.

POS PA 2.5 Encourage joint ventures with private groups or individuals in developing recreational opportunities.

POS-PA 2.6 Consider regulations that require developers to meet a minimum standard for on-site recreational facilities or equivalent alternative provisions.

POS-PA 2.7 Monitor park and facility needs throughout the community and actively encourage residents to express their interests and needs.

POS-PA 2.8 Maintain an operating budget reflective of what the community needs and can afford.

POS-PA 2.9 Develop and support a broad and reliable funding base to support maintenance and capital improvements.

POS-PA 2.10 Be active in pursuing alternative funding sources, bequests and endowments.

POS-PA 2.11 Investigate new and innovative methods of financing facility development, maintenance and operating needs.

POS-PA 2.12 Provide services efficiently and charge fees according to fairness and what the market will bear.

POS-PA 2.13 Provide adequate staff to meet park and facility needs of residents including the youth and senior populations.

PURPOSE STATEMENT POS-RF 3

The mainstay of Yakima County's Park and Recreation Department has been the six existing facilities it operates. However, not all of these facilities are fully developed and the funding of them has always been Spartan. As more people move into and visit Yakima County, we will need to make better use of our existing facilities and carefully consider the cost effectiveness and suitability of new park sites. New tools and innovative partnerships will become necessary to meet increasing demand for park services. The following goal and policies provide a framework for evaluating expanded recreation facilities.

GOAL POS-RF 3: Provide parks, open space, trails, and other recreation facilities that will meet the County's interests and needs in a cost-effective manner.

POLICIES:

POS-RF 3.1 Ensure acquisitions and development reflect an interconnected system of facilities, trails, and open space.

POS-RF 3.2 Acquire and develop lands and facilities that will be particularly attractive to Yakima County residents.

POS-RF 3.3 Preserve areas that are unique natural features, and/or cultural resources, especially where threatened by development. Coordinate with local lands trusts to achieve open space and wildlife protection goals on a community-wide basis.

POS-RF 3.4 Facilitate a County-wide network of open space and greenbelts to protect sensitive lands (such as stream corridors, wetlands, steep slopes, etc.) to serve as urban connectors and dividers, to retain some wildlife habitat, and for passive recreation (where compatible).

POS-RF 3.5 Provide facilities that meet the needs of special populations, especially youth and teens of Yakima County.

POS-RF 3.6 Upgrade existing and develop new park sites to provide a variety of recreation activities serving a wide range of user groups.

POS-RF 3.7 Develop trails to accommodate multiple uses and sign accordingly.

POS-RF 3.8 Where appropriate, develop facilities to generate funds and incorporate revenue collection into site design.

POS-RF 3.9 Consider ultimate development patterns when acquiring land for park and recreation purposes, to ensure parks are centrally located, accessible, and serve the needs of future residents.

POS-RF 3.10 Ensure park, recreation, and open space investments are distributed relatively evenly through the County.

POS-RF 3.11 Incorporate into facility planning the interests and needs of visitors to the County when compatible with resources and community needs and interests.

POS-RF 3.12 Pursue inter-local agreements with school and other agencies for the provision and maintenance of recreational facilities.

PURPOSE STATEMENT POS-OM 4

While simply acquiring additional land for parks is daunting, it is the ongoing fiscal responsibility for operations and maintenance that becomes the most difficult to sustain. Operations and maintenance of Yakima County's park facilities is the responsibility of the Parks Department, which functions on about 14% of the annual County budget. The acquisition of additional sites or improvements to existing facilities cannot go forward without identifying how they will be managed and cared for. The following goals and policies outline how park facilities should be operated and maintained.

GOAL POS-OM 4: Operate and maintain facilities in a manner that will ensure their longevity, provide for user access and safety, and foster user respect and care for recreation resources and facilities.

POLICIES:

POS-OM 4.1 Seek additional funding for operation and maintenance of existing facilities.

POS-OM 4.2 Ensure facilities are developed and maintained in an efficient and cost-effective manner.

POS-OM 4.3 Continue the maintenance focus on user safety, ADA accessibility improvements, and renovation and repair of existing sites.

POS-OM 4.4 Expand the use of volunteers, service groups, contractors, and "adopt-a-site" programs, where practical, to maintain areas or sites, especially small sites far from central maintenance facilities.

POS-OM 4.5 Pursue innovative partnerships with local law enforcement agencies to enhance user safety in existing and new facilities.

POS-OM 4.6 Complete and implement the parks maintenance management system.

feasible. The Finance Plan identifies transportation revenue sources that are available for the maintenance, administration, operation, and improvement of Yakima County's transportation system. Included in the plan for 1997-2002 are a review of anticipated revenues, budgeted program expenditures, a listing of transportation improvement projects, and a summary of local, state, and federal resources available to meet the identified transportation needs

Local revenue sources include the Motor Vehicle Fuel Tax, County Road Levy, and Federal Forest Payments. Potential federal revenue sources include the Surface Transportation Program (STP) Regional Competitive, STP Statewide Competitive, STP Hazard Elimination, and STP Enhancement grant funds.

State revenue sources include the Urban Arterial Trust Account, Transportation Improvement Account, a bridge replacement program, County Arterial Preservation Program, and Rural Arterial Program. Additional revenue sources include grants from the Washington State Department of Transportation (WSDOT), payments from cities in Yakima County, and Road Improvement Districts (RIDs).

TRANSPORTATION: GOALS AND POLICIES

The foundation for the Transportation Element is the transportation goals and policies developed by Yakima County in conjunction with the Transportation Advisory Group (TAG). The TAG is composed of transportation professionals and citizens with transportation interests. The group members represented the interests of homebuilders, agriculture, the trucking industry, bicyclists, transit, and other

governmental agencies whose transportation systems interconnect with Yakima County's.

The overall mission statement developed by the TAG for the Transportation Element is

MISSION. Produce an economically-viable, Comprehensive Transportation Plan that will guide the development of a responsive, coordinated transportation system.

TRANSPORTATION PLAN DEVELOPMENT

PURPOSE STATEMENT T1

The Growth Management Act requires consistency with other parts of Plan 2015 and coordination with other jurisdictions. Goal T1 includes this requirement of GMA, and seeks to ensure that the Transportation Element is consistent within itself and with other elements of Plan 2015. Goals and policies can be complementary or balance one another, but should not contradict one another or other elements of Plan 2015. It is also important to coordinate the element with other agencies since the County transportation system is linked with the state highway system and the systems of the cities within the County. Transportation affects many agencies, industries, and citizen groups. It is important that the Transportation Element be coordinated with these various interest groups, and that their input be sought. This can help in the selection of transportation projects, and allow them to proceed more quickly with fewer delays and greater benefits to the citizens of Yakima County.

GOAL T1: Produce a consistent, coordinated Comprehensive Transportation Plan.

POLICIES:

000064

T1.1 Maintain consistency between *Plan 2015* and the Yakima County Comprehensive Transportation Plan.

T1.2 Obtain participation and commitment from Yakima County departments, cities, the Regional Transportation Planning Organization (RTPO), and the Washington State Department of Transportation (WSDOT), consistent with the requirements of RCW 47.80.

T1.3 Ensure compliance with RCW 36.70A.106, requiring the WSDOT, or any other state agency, to comply with the Yakima County Comprehensive Transportation Plan.

T1.4 Update the Project Listing section of the Comprehensive Transportation Plan following approval of the Six-Year Transportation Improvement Program.

T1.5 Review and update the Comprehensive Transportation Plan every five years.

T1.6 Coordinate the development of the Comprehensive Transportation Plan with other jurisdictions in Yakima County.

T1.7 Provide Yakima County input into the development of the WSDOT Transportation Plan.

T1.8 Develop consistent standards with cities in Urban Growth Areas (UGAs).

PURPOSE STATEMENT T2

Yakima County is here to serve the needs of its citizens. By identifying the needs of the citizens of Yakima County, transportation projects can be chosen that most specifically meet the needs of our citizens. This is accomplished by seeking citizen input through an advisory group, public meetings and hearings, receiving verbal and written comments, and/or through the exercise of professional judgment. Professional judgment recognizes fundamental principles of

transportation planning and engineering which benefit the users and the general public

GOAL T2: Identify the transportation needs of the citizens of Yakima County.

POLICIES:

T2.1 Encourage and facilitate meaningful public involvement throughout plan development and implementation.

T2.2 Recognize citizen input as critical material for plan content.

T2.3 Convene a Transportation Advisory Group (TAG) to serve as a representative forum for public opinion during the development of the plan.

T2.4 Exercise the commitment to public involvement in transportation planning by developing a procedure for handling public information requests and comments.

T2.5 Encourage and facilitate meaningful public involvement at the project level.

PURPOSE STATEMENT T3

Financial resources necessarily constrain the number of projects agencies are able to perform. In order to maximize the number of transportation projects able to be accomplished for the citizens of Yakima County, it is important to aggressively search for available funding opportunities. It is also important to utilize the funds available to Yakima County in as efficient a manner as possible, exercising fiscal prudence and innovative funding methods. Prioritization of projects permits the most important projects to be constructed first to better utilize limited available funds. Using a combination of these methods will maximize the number of transportation projects Yakima County can construct or enact for its citizens.

GOAL T3: Maximize the use of financial resources.

POLICIES:

T3.1 Identify and employ intergovernmental funding resources for transportation improvements whenever possible.

T3.2 Aggressively seek funding opportunities for safety, mobility, intermodal, bicycle, pedestrian, neighborhood, and transportation demand management improvements.

T3.3 Employ innovative transportation financing solutions (e.g., Road Improvement Districts, Transportation Benefit Districts, Focused Public Investment Areas).

T3.4 Maximize the use of public-private partnerships to finance transportation improvements.

T3.5 Ensure that future development contributes a proportionate share of costs for transportation improvements needed to maintain adopted level of service standards.

T3.6 Evaluate transportation concurrency requirements using existing financial resources and realistic revenue projections.

T3.7 Prioritize projects to ensure that funds are allocated to areas that meet the goals and policies of this plan.

T3.8 Adjust project schedules to maximize resources.

T3.9 Streamline the process for evaluating the transportation component of development applications.

T3.10 Avoid diverting transportation funds to nontransportation functions.

T3.11 Exercise the County's authority to apply local tax options to transportation improvements.

T3.12 Pursue interlocal agreements with cities that reimburse the County for locally funded transportation improvements that are annexed into cities within ten years of their completion.

T3.13 Maximize revenue available for transportation improvement projects by reducing escalating expenditures on short-term maintenance activities and implementing long term improvement strategies.

PURPOSE STATEMENT T4

Protecting the environment is a priority in Yakima County. One important way to protect the environment is avoid or minimize development of environmentally sensitive areas. However, there are times when development of these and other areas is necessary to address other needs of the citizenry. When development occurs, the adverse effects caused by development need to be minimized, and strategies need to be employed which lessen the impacts. Also, motor vehicles contribute to air pollution. The impacts tend to be most acute in the more densely settled areas. To address this concern and to be consistent with the federal Clean Air Act, only those transportation improvement projects that maintain or improve air quality will be implemented. In the past, the Yakima Metropolitan Area has exceeded acceptable levels for carbon monoxide and small particulate pollutants

GOAL T4: Balance environmental impacts and system needs when planning transportation improvements.

POLICIES:

T4.1 Analyze and consider alternatives to transportation improvement projects where significant adverse environmental impacts have been identified.

T4.2 Employ mitigation strategies to minimize unavoidable adverse environmental impacts of transportation improvements.

T4.3 Implement transportation improvement projects that maintain or improve air quality.

SAFETY

PURPOSE STATEMENT T5

The citizens of Yakima County place considerable importance on the safety of the transportation system. Accidents are not only traumatic on a personal level, but are also costly for society. These costs are felt in the form of increased medical costs, lost work time and economic productivity, and loss of property and possessions. Maintaining and improving the safety of the Yakima County transportation system by reducing or preventing accidents is a top priority.

GOAL T5: Promote safety through effective transportation improvements and maintenance operations.

POLICIES:

T5.1 Include safety enhancements in transportation projects.

T5.2 Include pedestrian enhancements in transportation projects.

T5.3 Include street lighting enhancements in accordance with this plan.

T5.4 Monitor and maintain County road signs.

T5.5 Emphasize enforcement of speed limits in areas where speeding is identified as a significant safety hazard.

T5.6 Set speed limits based on an engineering study as required by RCW 46.61.415 and in accordance with the

Manual on Uniform Traffic Control Devices.

T5.7 Construct transportation improvement projects in accordance with the design standards included in this plan.

T5.8 Develop and implement a road access management plan that maintains or enhances safety.

T5.9 Seek outside agency funding for safety-related transportation improvement projects.

T5.10 Include work zone safety requirements on all County road permits and all transportation improvement projects.

T5.11 Maintain a work force trained in work zone safety procedures.

T5.12 The installation of traffic control devices will be according to the Manual on Uniform Traffic Control Devices.

T5.13 Provide road striping on County roadways according to the striping standards in the Comprehensive Transportation Plan.

T5.14 Implement a Safety Management System (SMS) to monitor accident history on County roads to determine high accident locations.

MOBILITY

PURPOSE STATEMENT T6

Efficient movement of people and goods is very important to the citizens of Yakima County because it enhances the economic vitality and quality of life of the region. Population is projected to continue increasing and the vehicle miles traveled are projected to increase at a faster rate than the population growth. The existing transportation infrastructure represents a significant investment of capital and labor. To

protect this investment, the capacity and condition of the system need to be maintained. Mobility also affects the quality of life of the people. Maintaining the transportation system will ensure that the quality of life and the economic vitality are not degraded.

GOAL T6: Improve and maintain the capacity and condition of the County transportation system.

POLICIES:

T6.1 Make preservation of the transportation system the first priority when planning transportation improvements.

T6.2 Use a pavement management system to program pavement maintenance.

T6.3 Develop a program and procedures for maintenance management.

T6.4 Maintain adopted level of service standards concurrent with development. Concurrency shall be defined for system impacts as it appears in RCW 36.70A.070(6). For project impacts, concurrency shall be required at occupancy or completion of substantial project phases.

T6.5 Establish level of service thresholds in the Comprehensive Transportation Plan.

T6.6 Identify and improve deficient transportation facilities based on a priority system defined in this plan.

T6.7 Adopt by reference Yakima County's street design standards.

T6.8 Develop a program prioritizing paving of gravel roads.

T6.9 Improve connectivity of County roads to provide more efficient travel.

T6.10 Develop and implement a road access management plan that maintains or enhances mobility.

T6.11 Require adequate off-street parking for all developments in accordance with County zoning regulations.

T6.12 Upgrade County bridges to eliminate load limitations.

T6.13 Construct all County roads to a structural standard that supports legal loads.

T6.14 Program traffic signals for optimal traffic flow.

T6.15 Require the construction of a public road meeting County standards for development projects that generate 160 or more daily vehicle trips.

ECONOMIC DEVELOPMENT

PURPOSE STATEMENT T7

Transportation involves the movement of people and goods. An efficient transportation system contributes to the economic well-being of Yakima County. Economic development can be improved or enhanced by careful selection of transportation improvements. Maintaining or improving the economic vitality of Yakima County provides employment opportunities, adds to the quality of life, and improves or maintains Yakima County revenues.

GOAL T7: Enhance economic development through transportation improvements.

POLICIES:

T7.1 Use transportation improvements to support *Plan 2015* land use policies.

T7.2 Include an economic development component in the level of service criteria that considers freight and goods

mobility, intermodal connections, etc. (tourism, recreation)

T7.3 Implement transportation improvement projects that enhance economic development.

T7.4 Create "truck-friendly" corridors to facilitate the movement of freight and goods in Yakima County.

T7.5 Ensure that adequate access is provided to business and employment centers.

T7.6 Develop an intermodal freight and goods mobility strategy.

T7.7 Collaborate with other service providers to improve facilities for air cargo transport. Identify needs for additional air cargo facilities as they arise.

T7.8 Collaborate with other service providers to improve facilities for rail cargo transport. Identify needs for additional rail cargo facilities as they arise.

T7.9 Prioritize improvements to facilities that are critical components of intermodal transportation systems (e.g. roads leading to the airport, rail transfer facilities, etc.).

T7.10 Collaborate with other service providers to improve facilities for tourism transportation needs. Identify needs for tourism improvements as they arise.

ALTERNATIVE MODES

PURPOSE STATEMENT T8

For most of this century, transportation improvements have emphasized the movement of motorized vehicles, especially automobiles. Alternative modes, such as bicycling and walking, have not been stressed. This emphasis

has resulted in a transportation system largely centered around the automobile. It is expected that the automobile will continue to account for the majority of transportation trips in the foreseeable future, both in the number of trips and in the distance traveled. However, there is a recognition that alternative nonmotorized modes can play an important role in the transportation system, especially for relatively short trips. Encouraging these modes can lessen congestion, reduce maintenance of the built infrastructure, and reduce air pollution while providing health benefits to the users. To select these modes, transportation facilities must be provided for alternative modes that are safe for both the nonmotorized users and the motorized vehicles.

GOAL T8: Encourage alternative transportation modes.

POLICIES:

T8.1 Establish level of service thresholds for alternative modes in the Comprehensive Transportation Plan.

T8.2 Implement projects identified in this transportation plan that improve alternative modes.

T8.3 Consider the needs of future transit service when planning transportation projects.

T8.4 Develop a coordinated system for bikeways, walkways and trails, emphasizing route connectivity in conjunction with other jurisdictions.

T8.5 Adopt and apply consistent design standards for bicycle and pedestrian facilities constructed and maintained within Yakima County.

T8.6 Collaborate with other service providers to improve facilities for air passenger transportation. Identify opportunities for additional air passenger facilities as they arise.

T8.7 Collaborate with other service providers to improve facilities for rail passenger transport. Identify opportunities for additional rail passenger facilities as they arise.

T8.8 Collaborate with other service providers to improve transit facilities. Identify opportunities for additional transit facilities as they arise.

T8.9 Consider joint use of appropriate utility corridors as bicycle and pedestrian corridors.

T8.10 Support education programs that focus on safe bicycle use of the transportation system for both recreational and transportation purposes.

T8.11 Support alternative transportation education for County residents.

T8.12 Support land use strategies and site design methods that improve and encourage alternative transportation modes.

NEIGHBORHOOD NEEDS

PURPOSE STATEMENT T9

The transportation system provides significant benefits to both the general public and to local neighborhoods. Neighborhood transportation projects can be designed to improve pedestrian facilities, traffic flow, and/or neighborhood safety.

When transportation improvements are constructed, it is important to address the needs of the general public, individuals, properties, and neighborhoods affected by the project. Using appropriate funding sources, Yakima County will work with local residents to make local transportation improvements.

GOAL T9: Consider neighborhood needs in the development of transportation improvements.

POLICIES:

T9.1 Encourage pedestrian mobility in neighborhoods by providing pedestrian facilities in accordance with this plan.

T9.2 Develop and implement traffic calming strategies to reduce traffic impacts on urban access roads where appropriate.

T9.3 Require street lighting in urban neighborhoods.

T9.4 Accept private roads into the County road system when the roads have been improved to the County road standards and right-of-way has been dedicated to the County.

T9.5 Promote a sense of community in neighborhoods by improving circulation.

TRANSPORTATION DEMAND MANAGEMENT

PURPOSE STATEMENT T10

Most solutions to increasing transportation system demands involve increasing the system capacity. This method is appropriate in many circumstances. However, in some cases, the capacity of the system can be "increased" by seeking to reduce the demand on the system. Not all transportation demand measures are appropriate to Yakima County. However, by selecting effective demand management measures, transportation system demand can be reduced and system capacity can be essentially "increased" at a lower cost. Effective demand management measures can have the added benefit of reducing air pollution. In addition, there is a strong connection between land use and its impact on the adjacent transportation system. By proper and effective land use planning, demand placed on the transportation system by the adjacent land uses can be directed to areas that have excess capacity, or have future improvements planned.

GOAL T10: Reduce transportation demand through land use planning and effective demand management programs.

POLICIES:

T10.1 Develop a transportation demand management plan to increase and support the capacity and efficiency of the transportation system.

T10.2 Investigate the use of transportation demand management techniques to provide interim relief in areas awaiting concurrency improvements.

T10.3 Evaluate the success of transportation demand management techniques, in order to develop a list of preferred strategies for mitigation measures.

T10.4 Allow transportation demand management techniques to be used as a portion of mitigation measures for development (e.g. promote TDM and earn credits toward impact fees).

T10.5 Administer Commute Trip Reduction laws in unincorporated Yakima County.

T10.6 Encourage private-sector development of telecommuting centers in rural and urban areas of Yakima County.

T10.7 Control residential street development and residential street access to reduce roadway congestion.



Washington State
Department of Transportation
Douglas B. MacDonald
Secretary of Transportation

South Central Region
2309 Rudkin Road Union Gap
P O Box 12560
Yakima WA 98909-2560

509-577-1600
TTY 1-800-833-6388
www.wsdot.wa.gov

September 21, 2005

Alan Adolf
128 N 2nd St
Courthouse, 4th Floor
Yakima, WA 98901

Public Services 
DEC 15 2005

Vern___ Gary 0 Don___ Steve___
Bill___ Dave___ Lisa___ Carmen___

Dear Mr Adolf,

WSDOT supports Yakima County's efforts to bring the Naches Rail Line back into public ownership. We concur that this project will be a benefit to the public by providing access between Yakima and Naches for pedestrians, bicyclists and multimodal forms of transportation users. Currently WSDOT does not have any funds to contribute to this project. However, as a significant lien holder, WSDOT is willing to forgive the lien if the corridor is transferred to public ownership.

This project could complete a valuable link in the regional non-motorized transportation system by extending the Yakima Greenway trail system to Naches, WA. A separated trail along US 12 would be a regionally significant safety improvement for non-motorized travel.

Sincerely,



Don Whitehouse, P.E.
Regional Administrator

DW/bp

Cc Planning
 Program Management

000072